

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

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

Tuesday, November 14, 2023 @ 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-AnmlA6lfukQzKakQq

# I. Call to Order Public Hearing

Moment of Silence followed by the Pledge of Allegiance to the Flag

#### II. Roll Call of City Council

# III. Public Hearing

- III.a Public Hearing on the re-zoning application of Lemmy's Restaurant on approximately 0.5597 acres of property comprised of 3 parcels (PPN's 43-00306.000, 43-00305.000& 43-00307.000) from the current R-1A Single Family Residential to B-3 General Business.
- **III.b** Swear in Witnesses
- III.c Witness Testimony
- **III.d** Motion to approve the re-zoning application of Lemmy's Restaurant on approximately 0.5597 acres of property comprised of 3 parcels (PPN's 43-00306.000, 43-00305.000& 43-00307.000) from the current R-1A Single Family Residential to B-3 General Business.
- III.e Adjourn Public Hearing

#### IV. Call To Order Regular Meeting of City Council

# V. Roll Call of City Council

# VI. Approval of Minutes

VI.a Minutes of the June 27, 2023 Council work session.

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

#### VIII. Old Business

#### IX. New Business

IX.a Ordinance No. 2023-40 (first reading) (submitted by Erik Engle)

An ordinance authorizing rezoning of real property owned by Jan Weske Bucholz (known as Lemmy's Restaurant) PPN's 43-00306.000, 43-00305.000 & 43-00307.000 from the current R-1A (One-Family Residence District) to B-5 (General Business District).

**IX.b** Ordinance No. 2023-39 (first reading) (submitted by Matt Lasko)

An ordinance amending and restating Paragraph (b) under Section 163.04 (Paid Holidays) of Chapter 163 (Employment Provisions).

IX.c Ordinance No. 2023-41 (submitted by Stuart Hamilton)

An ordinance authorizing execution of the 2023 NPP Power Pool Participant Schedule with American Municipal Power, Inc. (contract number 2024-009425-SCHED)

**IX.d** Resolution No. 71-2023 (first reading) (submitted by Chief Terry Graham)

A resolution authorizing the automatic one-year renewal of the City's dispatch agreement with the Erie County Sheriff's Office for the provision of emergency dispatch services for calendar year 2024.

IX.e Resolution No. 72-2023 (first reading) (submitted by Cory Swaisgood)

A resolution authorizing the annual premium payment to the Bureau of Workers Compensation for the policy period of January 1, 2024, through January 1, 2025, in the amount of \$51,152.

IX.f Resolution No. 73-2023 (first reading) (submitted by Cory Swaisgood)

A resolution authorizing payment of the annual premium to Public Entities Pool of Ohio ("PEP") for the policy period of December 1, 2023, through November 30, 2024, in the amount of \$105,646.53.

IX.g Resolution No. 74-2023 (submitted by Stuart Hamilton)

A resolution authorizing payment of an invoice from the Ohio Department of Transportation relating to the Annual Maintenance Agreement adopted by Council in Resolution 67-2022, in the amount of \$39,158.72.

**IX.h** Resolution No. 75-2023 (submitted by Stuart Hamilton)

A resolution authorizing a proposal with Business Communication Specialists (BCS) for firewall and endpoint protection services and equipment in the amount of \$30, 992.45.

**IX.i** Resolution No. 76-2023 (*submitted by Stuart Hamilton*)

A resolution authorizing the purchase of a 2023 Ford F-350 Super Cab vehicle with 8' Knapheide Flip-Top service body, strobe lighting and Western 8' straight blade plow and plow assembly for use by the Water Department in the amount of \$76,003.

**IX.j** Resolution No. 77-2023 (submitted by Stuart Hamilton)

A resolution authorizing a 5-year Agreement with Cintas Corporation for uniform rentals for the Clty's Service Departments.

**IX.k** Motion setting a public hearing on the proposed FY 2024 Municipal Budget for Tuesday, December 12, 2023 at 6:30pm in Council Chambers, immediately preceding the regular Council meeting.

# X. City Manager's Discussion

### XI. Mayor's Discussion

#### XII. For the Good of the Order

#### XIII. Executive Session(s)

XIII.a Executive Session for consideration of compensation of a public employee.

# XIV. Adjournment



**TO:** Mayor Tapp and City Council

FROM: Erik Engle

**RE:** Public Hearing on the re-zoning application of Lemmy's Restaurant on approximately 0.5597

acres of property comprised of 3 parcels (PPN's 43-00306.000, 43-00305.000& 43-00307.000)

from the current R-1A Single Family Residential to B-3 General Business.

**DATE:** November 14, 2023

Rezoning Application 2027 -2029CRW & 245 Atwood (1).pdf Staff Report-Lemmy's ReZoning Application\_EE Final (1).docx DRAFT 9-20-23 PC DRB Minutes.doc Planning & Zoning Department 417 Main Street Huron, OH 44839 419-433-5000



# CITY OF HURON APPLICATION TO RE-DISTRICT PROPERTY

(Type or Print)

| Property Owner: JANWESEE BUCHCEZ  Address: 1.15 MARINGE VILLEGE  City, State, Zip: HURON 10 H 44839  Email Address: TEULIZAGE GMAIL. COM  Address of Property to be Rezoned:  CT CLEVELAND LOW 2029 CLEVELAND LOW  Parcel Number:   |
|---|
| Applicant: (Name & Address - if different from the property owner)  |
| TAMMER L ZUILHOF<br>243 EMARKETST #3 SANDOSKY, OH 44870   |
| Current Zoning District of Subject Property:  |
| R-1   |
| I-1   |
| Explain the reason that re-districting/re-zoning is being requested: EXPANSION AND RECONFIGURIATION OF EXISTING STRUCTURE.  ADDITIONAL CUIDOR DINING AND LIGUR SALES  |
| TOTAL |
|   |
|   |
| Proposed Zoning District of Subject Property:           R-1 □ R-2 □ R-3 □ B-1 □ B-2 □ B-3 □           I-1 □ I-2 □ Other:  |
| Was a re-zoning request ever submitted for this property? No√Yes □: Date  |
| Is the applicant represented by legal counsel? Yes □ No □  If Yes, Counsel's Name and Address:  |
| Contact Number and Email  |

# The following must be attached to this application:

1. A survey and legal description of the property.

- 2. A map of the subject property (maximum size 11" x17")
  3. A map of the subject property in relation to the adjoining properties.(max size 11" x 17")
- 4. A complete list of the names and current addresses of all property owners within 150' of the

| exterior boundaries of the subject property.  5. A \$250.00 non-refundable application fee, made payable to the City of Huron. (Section 1321.12 (c)) |
|--|
| Applicant Signature:  Property Owner Signature:  (required)  |
|  |
|  |
| DO NOT WRITE BELOW THIS LINE   |
| Date Completed Application Received:   |
| Zoning Department Representative: 5/1/2023 My furfam   |
| Date Submitted to City Council: 125 23   |
| Date Submitted to Planning Commission:   |

# Bucholz Combined Acreage 0.5597 Acre

Being situated in the State of Ohio, County of Erie, City of Huron, Lots 99 & 132 Rye Beach Land Co. Subdivision (PV 8 PG 4-5) and being more definitely described as follows:

Beginning at a PK Nail, set, on the East right-of-way line of Rye Beach Road (60 Ft), marking the Southwest corner of Lot 99 in said Rye Beach Subdivision;

- (1) Thence North 01°35'23" West along the East right-of-way line of Rye Beach Road, the same being the West line of lot 99, a distance of 155.27 feet to a 1/2" iron pin & cap, set, marking the Northwest corner of Lot 99;
- (2) Thence North 88°23'27" East along the North line of Lot 99, the same being the South line of Lot 100 owned by Kenneth & Marlene Gadd (DV 360 PG 632), a distance of 81.22 feet to a 1/2" iron pin & cap, set, marking the Southwest corner of Lot 132;
- (3) Thence North 01°01'08" West along the West line of Lot 132, the same being the East line of Lot 100, a distance of 40.00 feet to a point, marking the Northwest corner of Lot 132;
- (4) Thence North 88°23'27" East along the North line of Lot 132, the same being the South line of Lot 131 owned by Thelma Meredith (RN 202206144), passing through a 1/2" iron pin & cap, set at a distance of 1.35 feet, a distance of 80.00 feet to a 1/2" iron pin & cap, set on the West right-of-way line of Atwood Place (50 Ft), marking the Northeast corner of Lot 132;
- (5) Thence South 01°01'08" East along the West right-of-way line of Atwood Place, passing through a railroad spike, found at a distance of 40.00 feet, a distance of 148.51 feet to a PK Nail, set, marking the Southeast corner of Lot 99;
- (6) Thence South  $72^{\circ}06'52''$  West along the south line of Lot 99, a distance of 166.84 feet to the point of beginning, containing 0.5597 acre, more or less, of which 0.2068 acre is in PP # 43-00307.000 and 0.2795 acre is in PP # 43-00306.000 and 0.0734 acre is in PP # 43-00305.000, but being subject to all legal highways, easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in June 2023. The bearings were based on ODOT VRS.

| APPROVED as per Erie County Requirements         |
|--|
| And Sections 4733-37 thru 4733-37-07 of the Ohio |
| Administrative Code only. No Field Verifications |
| for Accuracy made.                               |

Engineer/Surveyor: Erie County Engineer's

Date: 6-21-2023

Daniel E. Hartung Jr., PE, PS

Hartung Jr., PE, PS

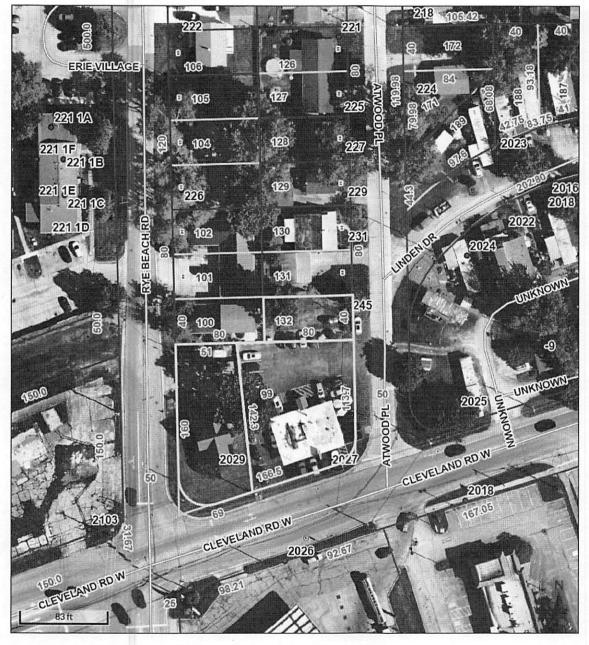
DANIEL

DANIEL

HARTUNG, JR. S-5667

# ALL PARCELS ARE ZONED R-1A





Overview 0 Legend

Parcels **Parcel Dimensions** Parcel Dimensions (Original)

Lot Lines Lot Line Labels

Streets

Addresses

. 0

1

<all other values>

Date created: 3/16/2023 Last Data Uploaded: 3/16/2023 7:40:07 AM

Developed by Schneider

43-00306.000 43-00305.000

43-00307.000



TO: Chairman Boyle and Members of the Planning Commission

FROM: Erik Engle, Planning Director

RE: Lemmy's - Re-zoning Application Public Hearing & Recommendation

DATE: September 20, 2023

Parcel Nos.: 43-00306.000, 43-00305.000, 43-00307.000 (Lemmy's Restaurant)

Owner/Applicant: Jan Bucholz

Request From: R-1A Single Family Residential (pursuant to 1121.05(g) of the Codified Zoning Ordinance)

Request To: B-3 General Business; to accommodate existing uses and any future uses of the site moving forward

# Subject Matter/Background

The new owner of the property had reached out to the city regarding their anticipated plans for renovations and expansion of the restaurant. A review of the current zoning of all three parcels was found to be R-1A. The owner advised of their desire to acquire a liquor license, addition of an outdoor seating area, and future remodeling and expansion of the restaurant.

Staff worked with the owner to determine the appropriate zoning designation to allow for current use and future anticipated improvements and expansions.

The applicant is requesting consideration for a rezoning from the current R-1A (Single Family) to B-3 (General Business) Zone to allow for any future expansion of existing structures/uses.

#### 2020 Master/Action Plan

The 2020 Master Plan does indicate concepts for the Western Communities. The document indicates initiatives for retail parcels located at the mobile home park, develop parcels as hospitality, restaurants, and mid-scale retail to take advantage of existing infrastructure and highway access/visibility. The 2020 Master Plan further seeks to outline ways to support Cedar Point's attractions, which includes Sawmill Creek Resort. Lemmy's has historically served this pivotal intersection fulfilling the kind of uses outlined in the master plan.

# Land Use and Zoning

Normally, a hard look at the existing and future land use would give a clearer indication as to how appropriate a rezoning proposal would be, but since the city does not have a comprehensive plan that looks at key factors like future land use or zoning related to any future annexations, a specific correlation to plans cannot be made.

As mentioned, the existing parcels are currently zoned R-1A, single family residential, but have and are currently operating under non-conforming commercial uses. Surrounding Zoning is as follows:

South (COH) – B-3 General Business North (COH) – R-1A Single Family Residential East (City of Huron) – B-3 General Business West (Huron Township) – C-1/C-2 Highway/General Commercial

The existing land uses are as follows:

South (COH) – Gas station, defunct fast-food restaurant, retail North (COH) – Single family houses East (City of Huron) – Mobile home park West (Huron Township) – Vacant commercial lot, restaurant, retail

With the recent annexation of Sawmill Resort and subsequent rezoning to a B-3, further existing land uses at the Sawmill Creek Resort include a golf course, hotel, conference center, and retail.

Closely aligned with existing commercial uses centered at the intersection of Cleveland Road and Rye Beach, the proposed B-3 rezoning covers all existing uses on Lemmy's property and will accommodate any future uses, liquor license allowance, and overall expansions the restaurant group may want to undertake without experiencing any nonconformity roadblocks they will experience with the existing R-1A zoning.

# Staff Analysis/ Recommendation:

The new owner met with staff to discuss their plans for future remodeling and expansion. The site is comprised of three (3) parcels; all of which are zoned R-1A. The current use a restaurant does not conform to the R-1A Zoning and is considered pre-existing/nonconforming. The remodeling and expansion, addition of a liquor license, and an outdoor dining area comprise the improvements that they have made or intend to make. The owner has already filed the applications and surveys to have the parcels combined into one (1) parcel. As of this writing, the county has not yet recorded the combination of the parcels, but it is anticipated this will be completed soon.

Staff supports a recommendation to be made to City Council to approval of the rezoning application as submitted for the three parcels from R-1A to B-3.

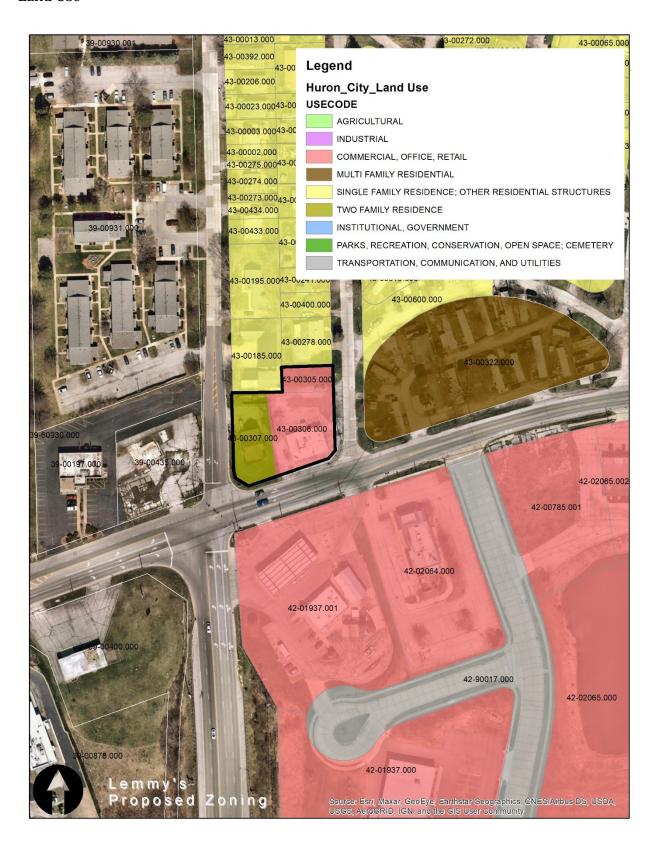
Attachments: Rezoning Application



# **Proposed Zoning Map**



# Land Use



# City of Huron Planning Commission/DRB September 20, 2023 5:00 P.M.

The meeting was called to order at 5:02pm. in the Council Chambers at Huron City Hall, 417 Main Street by Chairman, Gary Boyle. Members in attendance: Mark Claus, Mark Cencer, and Jim Hartley. Members absent: Bob Howell. Staff in attendance: Planning Director Erik Engle, Zoning Inspector Jeff Fantozzi, and Administrative Assistant Christine Gibboney.

# Approval of Minutes N/A

# **Audience Comments - None**

# **New Business**

Public Hearing- Rezoning Application – Lemmy's Restaurant (3 Parcels) From R-1A to B-3 General Business. Parcel Nos.: 43-00306.000, 43-00305.000, 43-00307.000

# **Project Description**

The applicant is requesting consideration for a rezoning of the parcels from the current R-1A (Single Family) to B-3 (General Business) Zone to allow for compliance with current use and any future expansion of existing structures/uses.

Mr. Engle provided overview of the application for rezoning of three parcels comprising the Lemmy's Restaurant property from the current R-1A to B-3. He explained the new owner met with staff to discuss the current use and future which included improvements to the property, outdoor dining area, and the addition of a liquor license. Mr. Engle noted that the lots are currently pre-existing/nonconforming to the R-1A zoning. He noted the owner has already completed the applications to combine all three lots and the finalization is at the county level. Mr. Engle noted that staff is recommending the approval of the rezoning as proposed and referenced the zoning maps included with the staff report for surrounding uses and zoning.

Mr. Boyle opened the public hearing at 5:05pm.

Owner/Rep: Jan Bucholz.

Ms. Bucholz addressed the board, noting that she was not aware of the zoning when she purchased the property and with the improvements they are planning for the property, the combination of the three lots and the rezoning seems appropriate.

# Audience Comments: Rick Gadd

Mr. Gadd inquired about the mention of the liquor license. Mr. Engle commented that R-1A zoning does not allow for a liquor license. He noted the owner has applied for a license to allow them to serve on site. Mr. Bucholz explained that presently, the restaurant is open for breakfast and lunch only, she explained that they have applied to transfer the liquor license from the Mariners Club. Mr. Gadd express concern over the liquor license about hours of operation. Ms. Bucholz advised that they are not planning on being a bar or staying open late.

Mr. Boyle referenced the lot combinations and rezoning for use are understandable. He advised that the Planning Commission/DRB will be reviewing all site plans and parking for compliance when these applications are submitted and referenced the fenced-in outdoor

dining area that was constructed. He noted that this body does not have any role regarding liquor licensing, noting that this would be a matter to be addressed by City Council. Mr. Claus noted that the fenced-in dining area was approved at a previous meeting. Members referenced the small vacant parcel, Ms. Bucholz noted it is currently a grassy area, but could be parking spaces. Members inquired about hour of operation; Mr. Bucholz replied that they are thinking of doing dinner hours on Friday and Saturday during the summer months but would not be staying open late. Members expressed their support of the rezoning, noting it cleans up the existing and future use to be in compliance with the zoning code.

Motion by Mr. Cencer to recommend the approval of the rezoning application, for the three parcels from R-1A to B-3 as proposed, referring the recommendation to City Council. Motion seconded by Mr. Claus. Audience member asked about R-1A Zoning and use all these years. Mr. Boyle explained the R-1A is a residential zoning and the property would be considered preexisting/nonconforming to the uses allowed, however, it was legal all these years, now that improvements are planned, zoning needs to be made compliant. Roll call on the motion:

Yeas: Cencer, Claus, Boyle, Hartley (4)

Nays: (0) Abstain: (0)

With a majority vote in the affirmative, motion passes and rezoning application approved as submitted (R-1 to B-3) with recommendation made to City Council.

# **Staff Report**

Mr. Engle referenced the survey of work session dates that had been emailed, and advised the following dates are being recommended for work sessions to be held at 5:30p.m.:

Wednesday, October 11 Wednesday, November 8 Wednesday, December 6

Members in attendance expressed they believed they would be available for these dates. Staff to send out email confirmation to members. Mr. Cencer and Mr. Boyle advised that they may not be in attendance for the regular meeting of October 18, 2023.

With no further business, motion by Mr. Hartley to adjourn, motion seconded by Mr. Cencer. All in favor, motion passes, meeting adjourned at 5:19pm

|          | Christina M Cikhanau  |
|----------|---|
|          | Christine M. Gibboney<br>Administrative Assistant-Planning & Zoning |
|          |   |
| Adopted: |   |



**TO:** Mayor Tapp and City Council

**FROM:** Erik Engle

**RE:** Ordinance No. 2023-40 (first reading) (submitted by Erik Engle)

DATE: November 14, 2023

# **Subject Matter/Background**

The new owner of the property had reached out to the city regarding their anticipated plans for renovations and expansion of the restaurant. A review of the current zoning of all three parcels was found to be R-1A. The owner advised of their desire to acquire a liquor license, addition of an outdoor seating area, and future remodeling and expansion of the restaurant.

Staff worked with the owner to determine the appropriate zoning designation to allow for current use and future anticipated improvements and expansions.

The applicant is requesting consideration for a rezoning from the current R-1A (Single Family) to B-3 (General Business) Zone to allow for any future expansion of existing structures/uses.

# 2020 Master/Action Plan

The 2020 Master Plan does indicate concepts for the Western Communities. The document indicates initiatives for retail parcels located at the mobile home park, develop parcels as hospitality, restaurants, and mid-scale retail to take advantage of existing infrastructure and highway access/visibility.

The 2020 Master Plan further seeks to outline ways to support Cedar Point's attractions, which includes Sawmil Creek Resort. Lemmy's has historically served this pivotal intersection fulfilling the kind of uses outlined in the master plan.

Pursuant to Planning Commission's recommendation at its August 2023 meeting, staff recommends Counci approval of the rezoning application for parcels 43-00306.000, 43-00305.000, 43-00307.000, respectively.

#### **Financial Review**

There is no financial impact to the City relating to this re-zoning application.

# **Legal Review**

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

#### Recommendation

If Council is in agreement with the request, a motion placing Ordinance No. 2023-40 on its first reading is in order.

Ordinance No. 2023-40 Lemmy's Rezoning Ordinance - Copy.docx Ordinance No. 2023-40 Exh A Lemmy's Rezoning Application.pdf

# ORDINANCE NO. 2023-40 Introduced by William Biddlecombe

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HURON TO REFLECT THE REZONING OF APPROXIMATELY 0.5597 +/- ACRES OF LAND OWNED BY JAN WESKE BUCHOLZ LOCATED ON THE NORTH SIDE OF CLEVELAND ROAD, ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 43-00306.000, 43-00305.000 & 43-00307.000 FROM THE CURRENT R-1A (ONE-FAMILY RESIDENCE DISTRICT) TO B-3 (GENERAL BUSINESS)

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, Jan Weske Bucholz submitted an application to rezone approximately 0.5597 +/- acres of land located on the north side of Cleveland Road, Erie County, Ohio Permanent Parcel Numbers 43-00306.000, 43-00305.000 & 43-00307.000 (hereinafter the "Property"), from R-1A (One-Family Residence District) to B-3 (General Business 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 September 20, 2023; 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 November 14, 2023, 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 on the north side of Cleveland Road, Erie County, Ohio Permanent Parcel Numbers 43-00306.000, 43-00305.000 & 43-00307.000, from R-1A (One-Family Residence District) to B-3 (General Business 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.

| the immediate preservation of the public he | nereby declared to be an emergency measure necessary for ealth, safety and general welfare of the residents, and to City of Huron; WHEREFORE, this Ordinance shall take effect |
|---|--|
|   | <br>Monty Tapp, Mayor  |
|   | ινιοιτις ταρρ, ινιαγοί   |
| ATTEST:                                     |  |
| ADOPTED.                                    |  |

Planning & Zoning Department 417 Main Street Huron, OH 44839 419-433-5000



# CITY OF HURON APPLICATION TO RE-DISTRICT PROPERTY

(Type or Print)

| Date: 7 18/27  |
|--|
| Property Owner: The WESLE BUCHOLZ Address: 615 Marinese VILLAGE City, State, Zip: HURON 10 H 44831   |
| Address of Property to be Rezoned:  27 CLEVELAND LOW - 2029 CLEVELAND LOW Parcel Number:   |
| Applicant: (Name & Address - if different from the property owner)   |
| TAMBRA L ZUILHOF<br>243 EMARKETST #3 SANDOSKY, OH 4870   |
| Current Zoning District of Subject Property:   |
| R-1  |
| I-1  |
| Explain the reason that re-districting/re-zoning is being requested: EXPANSION AND RECONFIGURATION OF EXISTING STRUCTURE.  ADDITIONAL CUIDOR DINING AND LIGURS SALES |
|  |
|  |
|  |
| Proposed Zoning District of Subject Property:  R-1  R-2  R-3  B-1  B-2  B-3  |
| I-1  |
| Was a re-zoning request ever submitted for this property? No√Yes □: Date   |
| Is the applicant represented by legal counsel? Yes □ No □ V  If Yes, Counsel's Name and Address:   |
| Contact Number and Email   |

# The following must be attached to this application:

1. A survey and legal description of the property.

- A map of the subject property (maximum size 11" x17")
   A map of the subject property in relation to the adjoining properties.(max size 11" x 17")
   A complete list of the names and current addresses of all property owners within 150' of the

| exterior boundaries of the subject property.  5. A \$250.00 non-refundable application fee, made payable to the City of Huron. (Section 1321.12 |
|---|
| Applicant Signature:  Property Owner Signature:  (required)   |
|   |
|   |
| DO NOT WRITE BELOW THIS LINE  ***********************************   |
| Date Completed Application Received:  Zoning Department Representative:  5/1/2023  Marketine  |
| Date Submitted to City Council: 7 25 23   |
| Date Submitted to Planning Commission:  |

# Bucholz Combined Acreage 0.5597 Acre

Being situated in the State of Ohio, County of Erie, City of Huron, Lots 99 & 132 Rye Beach Land Co. Subdivision (PV 8 PG 4-5) and being more definitely described as follows:

Beginning at a PK Nail, set, on the East right-of-way line of Rye Beach Road (60 Ft), marking the Southwest corner of Lot 99 in said Rye Beach Subdivision;

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| And Sections 4733-37 thru 4733-37-07 of the Ohio |
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| for Accuracy made.                               |

Engineer/Surveyor: Erie County Engineer's

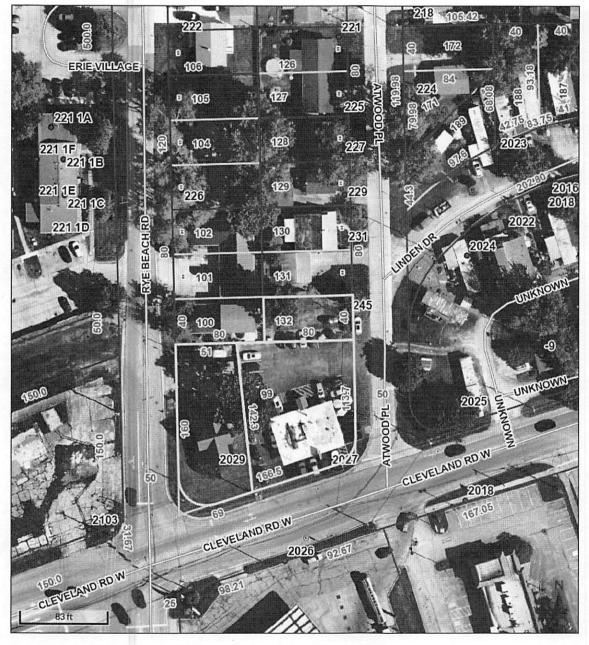
Date: 6-21-2023

Daniel E. Hartung Jr., PE, PS

DANIEL E. HARTUNG, JR. S-5667

# ALL PARCELS ARE ZONED R-1A





Overview 0 Legend

Parcels **Parcel Dimensions** Parcel Dimensions (Original)

Lot Lines Lot Line Labels

Streets

Addresses

. 0

1

<all other values>

Date created: 3/16/2023 Last Data Uploaded: 3/16/2023 7:40:07 AM

Developed by Schneider

43-00306.000 43-00305.000

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**TO:** Mayor Tapp and City Council

FROM: Matthew Lasko

**RE:** Ordinance No. 2023-39 (first reading) (submitted by Matt Lasko)

DATE: November 14, 2023

# **Subject Matter/Background**

Ordinance No. 2023-39 amends Section 163.04 (Paid Holidays) of Chapter 163 (Employment Provisions) to clarify recognition of the paid holidays of Christmas Eve and New Year's Eve when those holidays fall on a Sunday. In most instances, when a paid holiday falls on a Sunday, it is recognized on the following Monday. That works for most holidays, but because both Christmas Eve and New Year's Eve are half-days, the current ordinance language would result in a half day of work on Christmas Day, with the full day off being the day after Christmas. To avoid this situation, the new language would recognize the holidays of Christmas Eve and New Year's Eve (only when they fall on a Sunday) on the Friday preceding the paid holiday.

For example, Christmas Eve and New Year's Eve fall on Sundays this year. As currently written, Section 163.04 would force a half-day off on Christmas day and a full day off on December 26th, and a half-day off on New Year's Day and a full day off on January 2nd. This would force employees to use 4 hours of vacation or personal time in order to have Christmas Day or New Year's Day off. This Ordinance corrects this situation by recognizing those two half-days on the prior Friday. This year, that would mean Christmas Eve would be recognized on Friday, December 22nd, and New Year's Eve would be recognized on Friday, December 29th. Employees would still have a full day off on Christmas Day and New Year's Day

#### **Financial Review**

There is no financial impact relating to this code amendment.

# **Legal Review**

The matter has been reviewed, follows normal administrative procedure.

#### Recommendation

If Council is in agreement with the request, a motion placing Ordinance No. 2023-39 on its first reading is in order.

Ordinance No. 2023-39 Chapter 163.04(b) Christmas and NYE holidays (3).docx

# ORDINANCE NO. 2023-39 Introduced by Joe Dike

AN ORDINANCE AMENDING AND RESTATING PARAGRAPH (b) UNDER SECTION 163.04 (PAID HOLIDAYS) OF CHAPTER 163 (EMPLOYMENT PROVISIONS).

WHEREAS, City Staff and counsel for City on employment law and human resource matters have evaluated Paragraph (b) under Section 163.04 (Paid Holidays) of Chapter 163 (Employment Provisions), and have determined that this provision is in need of enhancement and improvement to accurately reflect current policies and procedures, and to ensure the effective and efficient operation of the City pertaining to employment and human resources matters;

WHEREAS, the City hereby adopts a new and amended and restated Ordinance to repeal and amend and restate Paragraph (b) of Section 163.04 (Paid Holidays) of Chapter 163 (Employment Provisions) to address the concerns of the City Staff and counsel for City on employment law and human resource matters.

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

<u>SECTION 1:</u> That paragraph (b) under Section 163.04 (Paid Holidays) of Chapter 163 (Employment Provisions) of the Codified Ordinances of the City of Huron, Ohio, WHICH CURRENTLY READS AS FOLLOWS:

(b) In case the holiday falls on Saturday, the previous Friday shall be considered as the legal holiday. In case the holiday falls on Sunday, the following Monday shall be considered the legal holiday.

shall be and hereby is repealed.

<u>SECTION 2:</u> That paragraph (b) under Section 163.04 (Paid Holidays) of Chapter 163 (Employment Provisions) of the Codified Ordinances of the City of Huron, Ohio, is hereby amended to read as follows:

- (b) In the event the holiday falls on Saturday, the previous Friday shall be considered as the legal holiday. In the event the holiday falls on Sunday, the following Monday shall be considered the legal holiday. Notwithstanding the foregoing, should Christmas Eve and New Year's Eve fall on Sundays, the Friday preceding shall be considered the legal holiday for each of those days.
- SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

|  | c health, safety and general welfare and it is imperative this    |
|--|---|
| Ordinance be effective immediately, WHEF immediately after its adoption. | REFORE, this Ordinance shall be in full force and effect from and |
|  |   |
|  |   |
|  | Monty Tapp, Mayor   |
| ATTEST: Clerk of Council   |   |
| ADOPTED:   |   |

SECTION 4: That this Ordinance is hereby declared to be an emergency measure necessary for



TO: Mayor Tapp and City Council FROM: Stuart Hamilton, Service Director

**RE:** Ordinance No. 2023-41 (submitted by Stuart Hamilton)

DATE: November 14, 2023

# **Subject Matter/Background**

The City of Huron's municipal electric system is interconnected to the FirstEnergy transmission system, which is operated by PJM. PJM controls the regional generation and transmission grid ranging from Illinois to New Jersey To take advantage of economies of scale for power scheduling, forecasting and short-term energy supply in PJM, AMP has aggregated its forty-three (43) members connected to the FirstEnergy transmission system into the Northern Power Pool.

The Northern Power Pool Agreement provides the rules and methodologies for allocating among the Pool Participants, the charges and credits incurred by AMP for energy supply and transmission and generation delivery services.

The Northern Power Pool Agreement was last updated in 2011. During the past year it has become apparent that there are new charges and credits associated with the PJM settlement process that were not contemplated in the 2011 Agreement. Additionally, AMP has found a need to update the assignment of other charges/credits to match the methods in which AMP is invoiced.

Ordinance No. 2023-41's authorization of the updated Northern Power Pool Agreement brings the contract up to date to formalize the way that the members are operating and invoiced for power supply and delivery costs.

#### **Financial Review**

Approval of this legislation does not materially impact Huron Public Power's buying power or the cost to purchase power.

#### **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 Ordinance No. 2023-41 as an emergency measure is in order.

Ordinance No. 2023-41 AMP 2023 Northern Pool Agreement (2).doc Ordinance No. 2023-41 Exh 1 AMP Northern Pool Agreement.pdf

# CITY OF HURON, OHIO ORDINANCE NO. 2023-41 Introduced by Matt Grieves

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2023 NPP POWER POOL PARTICIPANT SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC. ("AMP"); AND DECLARING AN EMERGENCY.

WHEREAS, the City of Huron, Ohio (the "Municipality"), is a political subdivision organized and existing pursuant to the laws of the State of Ohio that owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and customers; and

WHEREAS, Municipality is located in the PJM Interconnection, LLC ("PJM") transmission system territory and is subject to the PJM transmission system regulations and costs as set forth in the PJM Governing Documents; and

WHEREAS, in order to satisfy the electric capacity, energy and other requirements of its electric utility system, the Municipality has heretofore purchased economical and reliable capacity, energy and related services from American Municipal Power, Inc. ("AMP"), an Ohio non-profit corporation, of which the Municipality is a member, or has heretofore purchased capacity and energy arranged by AMP; and

WHEREAS, in order to take advantage of economies of scale and to recognize the joint scheduling, interconnection and operation, and transmission arrangements that AMP Members located in the ATSI transmission zone coordinate and share through AMP, those Members desire to form a combined pool NPP to jointly purchase, manage and coordinate power supplies and related services for Members executing this Schedule; and

WHEREAS, Municipality and AMP desire to enter into a Power Pool Schedule ("Schedule") for the purpose of: (i) energy, capacity and related product scheduling and operations under the PJM Governing Documents and (ii) economic purchases of capacity, energy and related products for the beneficial use of Pool Participants.

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

- SECTION 1. That the form of 2023 NPP Power Pool Participant Schedule attached hereto as "Exhibit 1" including Appendices thereto between this Municipality and AMP, be, and the same hereby is approved substantially in the form attached hereto, subject to and with any and all changes provided herein and therein.
- SECTION 2. That the City Manager is hereby authorized and directed to execute and deliver on behalf of this Municipality the 2023 NPP Power Pool Participant Schedule, substantially in the form attached hereto as "Exhibit 1."
- SECTION 3. That the Municipality authorizes AMP to purchase on the Municipality's behalf, in accordance with the procedures set forth in the 2023 NPP Power Pool Participant Schedule, and Municipality agrees to reimburse AMP for all costs incurred by AMP for Pool Resources and services plus any service fees associated with the purchase of Pool Resources and services set forth therein.
- <u>SECTION 4</u>. That the Service Director or their designee is hereby designated as Municipality's authorized personnel to approve and authorize AMP's acquisition of Pool Resources and to vote on Pool activities in accordance with the terms and conditions in the 2023 NPP Power Pool Participant Schedule on behalf of Municipality.
- SECTION 5. 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.
- <u>SECTION 6</u>. If any section, subsection, paragraph, clause or provision of any part thereof of this Ordinance shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Ordinance shall be unaffected by such adjudication and all the remaining provisions of the Ordinance shall remain in full force and effect as though such section, subsection, paragraph,

| clause c  | or | provision  | or  | any   | part  | thereof | SO | adjudicated | to | be | invalid | had | not, | to | the | extent | of | such |
|-----------|----|------------|-----|-------|-------|---------|----|-------------|----|----|---------|-----|------|----|-----|--------|----|------|
| invalidit | У, | been inclu | ıde | d hei | rein. |         |    |             |    |    |         |     |      |    |     |        |    |      |

<u>SECTION 7</u>. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents, and to ensure the sound fiscal administration of the City of Huron; WHEREFORE, this Ordinance shall take effect immediately upon its adoption.

|                  | Monty Tapp, Mayor |  |
|------------------|-------------------|--|
| ATTEST:          |                   |  |
| Clerk of Council |                   |  |
|                  |                   |  |
| ADOPTED:         |                   |  |

# CITY OF HURON, OHIO 2023 NPP POWER POOL PARTICIPANT SCHEDULE TO AMERICAN MUNICIPAL POWER, INC. AND CITY OF HURON, OHIO MASTER SERVICES AGREEMENT (AMP CONTRACT NO. C-3-2006-5025

WHEREAS, the City of Huron, Ohio ("Municipality") and American Municipal Power, Inc. ("AMP") collectively ("Parties") have entered into a Master Service Agreement ("Agreement") under which certain services may be provided under schedules thereto; and

WHEREAS, in order to take advantage of economies of scale and to recognize the joint scheduling, interconnection and operation, and transmission arrangements that AMP Members located in the ATSI transmission zone coordinate and share through AMP, those Members desire to form a combined pool NPP to jointly purchase, manage and coordinate power supplies and related services for Members executing this Schedule; and

WHEREAS, Municipality and AMP desire to enter into this Northern Power Pool Schedule ("Schedule") for the purpose of: (i) energy, capacity and related product scheduling and operations under the PJM Governing Documents and (ii) economic purchases of capacity, energy and related products for the beneficial use of Pool Participants.

NOW, THEREFORE, in consideration of the following mutual promises, AMP and Municipality agree as follows:

# **SECTION 1. DEFINITIONS**

As used in this Agreement, the terms that are defined in the PJM Governing Documents shall have the definitions provided therein, and the following defined terms shall have the respective meanings set forth below:

- (a) 1CP The hour of each of Transmission Zone's single highest load during the previous Delivery Year.
  - 5CPs The hour of each of PJM's five highest coincident peak loads during the previous calendar year used by PJM to determine load's Installed Capacity Demand.
- (b) Allowable Non-Pool Power The maximum amount of Non-Pool Power

that a Pool Participant can utilize for the upcoming year. During the Term of this Schedule, there will not be a limit on Non-Pool Power unless the Pool has purchased Pool Power for a term greater than one (1) year according to the procedures in Section 4.A.

- (c) Applicable Law All federal, state and local law and regulations including but not limited to the Federal Power Act, the Regional Transmission Organization's Governing Documents, the terms and conditions of any Interconnection and Operating agreements entered into with the interconnecting Transmission Zone whether directly by the Pool Participant or by AMP on behalf of the Pool Participant, and the interconnecting Transmission Zone's requirements.
- (d) Applicable Technical Standards -- Those certain technical requirements and standards applicable to the interconnection of Pool Participant to Transmission Facilities, the PJM Governing Documents; and the standards, requirements and guidelines of NERC and each applicable NERC Regional Entity.
- (e) Behind the Meter Generation ("BTMG") A generation unit that delivers energy to load <u>without using the transmission system</u> or any Municipal distribution facilities (unless the Municipality consented to such use of the distribution facilities and such consent has been demonstrated to the satisfaction of PJM); provided, however, that BTMG does not include: (i) at any time, any portion of such generating unit's capacity that is designated as a Generation Capacity Resource; or (ii) in an hour, any portion of the output of such generating unit that is sold to another entity for consumption at another electrical location or into the PJM Energy Market.
- (f) Capacity Pool Device by which installed capacity is supplied under this Schedule to Pool Participants.
- (g) Capacity Pool Participant(s) AMP Members receiving installed capacity service from AMP under this Schedule.
- (h) Capacity Pool Resource Source of capacity of the Capacity Pool for the benefit of the Capacity Pool Participants.
- (i) Day Ahead LMP The hourly forward market price for each pricing point on the PJM system calculated by PJM and posted daily around 1:30 pm EPT for the upcoming day, pursuant to the Day Ahead Energy Market rules set forth in the PJM Governing Documents.
- (j) Delivery Period The period of time when a Pool Resource is scheduled

- and delivered to Pool Participants' Delivery Points.
- (k) Delivery Point(s) The location of Pool Participants' existing facilities connecting their respective electric distribution systems to the interconnecting Transmission Zone's transmission facilities as set forth in Interconnection and Operating Agreements.
- (I) Delivery Year the period from November 1 through October 31 prior to the start of the January 1 calendar year. For example, the Delivery Year for the 2024 calendar year is November 1, 2022 through October 31, 2023.
- (m) Dispatch Center Costs –The cost for AMP's dispatch center personnel, facilities, SCADA equipment required for monitoring loads, etc., that are allocated monthly to users of the AMP dispatch center.
- (n) Energy Obligation Each Energy Pool Participant's hourly energy needs, including transmission and distribution losses as further defined in Section 4(A).
- (o) Energy Pool Device by which energy is supplied under this Schedule to Pool Participants.
- (p) Energy Pool Participant(s) AMP Members receiving energy service from AMP under this Schedule.
- (q) Energy Pool Resource Source of electric energy or related services to the extent the same is utilized to provide, or is obligated to provide energy or related services to the Energy Pool for the benefit of the Energy Pool Participants.
- (r) Energy Requirement Each Energy Pool Participant's Energy Obligation minus Non-Pool Energy.
- (s) Financial Transmission Right or FTR is a right to receive Transmission Congestion Credits as specified in the PJM Governing Documents.
- (t) Generation Schedule Pool Participant's hour-by-hour schedule of Municipal BTMG or Day Ahead Load Request as designated in Exhibit A. The deadline for submitting the Generation Schedule for the next day is 10:00 am EPT.
- (u) "Good Utility Practice" Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during

the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

- (v) Interconnection and Operating Agreements Agreements entered into by and between either a Pool Participant and a Transmission Zone or AMP on behalf of one or more Pool Participants and a Transmission Zone to establish the terms and conditions for the interconnection and coordinated operation of the Pool Participants' electric distribution systems and their use of certain transmission and/or distribution facilities to serve their respective wholesale loads, which are separate from the rates, terms and conditions of transmission service provided by PJM under the PJM Governing Documents.
- (w) Locational Marginal Prices or LMP PJM's hourly integrated locational marginal price for energy that is received or delivered.
- (x) Majority Vote means both:
  - (i) A majority of the Pool Participants with each Pool Participant receiving one vote; and
  - (ii) Pool Participants representing a majority of the annual Energy Obligations (as calculated in Section 4.A for the previous calendar year for all of the Pool Participants.
- (y) Non-Pool Energy Energy that is contracted for (through AMP) or owned or contracted for directly by the Pool Participant to serve its respective load and not a Pool Resource. Some examples (although not an exhaustive list) of Non-Pool Energy include: a specific Pool Participants' block and remaining requirements energy contracts.
- (z) Non-Pool Power Energy, capacity and other related products that are contracted for (through AMP) or owned or contracted for directly by the Pool Participant to serve its respective load and not a Pool Resource. Some examples (although not an exhaustive list) of Non-Pool Power include: a specific Pool Participants' project shares of AFEC, NYPA, Prairie State, landfill or solar power resources, certain block and remaining requirements energy contracts and demand response resources. Non-Pool Power shall also include Bilateral Sales made by Pool Participants.
- (aa) Non-Pool Power Deadline In order for the Energy Pool Resources to be

properly planned and fairly allocated, Pool Participants shall not acquire additional Non-Pool Resources or sell a portion of their Non-Pool Resources for the upcoming year after October 1. The deadline may be waived if AMP determines that the acquisition or sale of Non-Pool Resources will not impact the power costs of the remaining Energy Pool Participants.

- (ab) PJM PJM Interconnection L.L.C., a regional transmission organization.
- (ac) PJM Governing Documents PJM's Open Access Transmission Tariff, Operating Agreement and Reliability Assurance Agreement as on file with FERC and in effect as well as PJM Manuals.
- (ad) Pool Participant(s) AMP Members who execute a Schedule substantially in the form of this Schedule for service from AMP.
- (ae) Pool Participant Average Coincident Peak Load For the previous calendar year, the 12 month average of a Pool Participant's total load at the hour of each month's Total Pool Participants' Peak Load.
- (af) Pool Resource Any or all Energy Pool Resource, Capacity Pool Resource or FTRs.
- (ag) Pricing Point the Pricing Point for settlements under this Schedule shall be as set forth in Exhibit C, attached hereto and incorporated herein.
- (ah) Real Time LMP Hourly integrated market price for each pricing point on the PJM system calculated by PJM during the operating day.
- (ai) Renewable Energy Credits ("RECs") Environmental attributes associated with the generation of electricity from one or more renewable resources and the reporting rights associated with such environmental attributes, which include all of the characteristics of energy produced from an eligible renewable resources (other than the underlying energy itself) which may be unbundled or separated from the energy (but without any unbundling or separation of any such characteristics from each other) for the purposes of enabling their sale such that title to the energy and title to the environmental attributes may be held by different persons.
- (aj) Total Pool Participants' Coincident Peak Load For a calendar month, the maximum coincident hourly sum in kilowatts measured at all Delivery Points of all Pool Participants, plus the net generation from any generation electrically connected to any Pool Participant's municipal electric system.
- (ak) Transmission Zones -Transmission system zone in which Municipality's

service area is interconnected to.

# **SECTION 2. REPRESENTATIONS**

- (A) Each Party has full legal right and authority to enter into this Schedule, to carry out its obligations hereunder and to provide and receive the products and services provided herein.
- (B) Each Party shall comply with Good Utility Practice, Applicable Technical Standards, PJM Governing Documents and Applicable Laws in performing its respective obligations and responsibilities under this Schedule.
- (C) Each Party will inform the other of any changes to its respective facilities or needs that might reasonably be expected to affect the products or services provided hereunder.

# **SECTION 3. TERM**

Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2024 (the "Effective Date") and ending December 31, 2030. This Schedule will continue for successive one-year terms thereafter unless either Party provides written notice of termination to the other Party by no later than twenty-four (24) months before the then current term ends.

In the event that a Pool Participant terminates this Schedule prior to the ending date of any Pool Resource, the Pool Participant shall be financially responsible for the positive differential between (1) the actual cost of the unused portion of the Pool Resource until the expiration of the Pool Resource, and (2) the market value of the unused portion of the Pool Resource, as determined by AMP. After a Pool Participant has provided notice of termination to AMP, any purchases of Pool Resources shall carve out the notifying Pool Participant's Pool Requirements and such Pool Participant will not be responsible for that Pool Resource and will not benefit from the Pool Resource.

The method for calculating the Pool Participant's financial obligation for the unused portion of the Pool Resource shall be based on the Participant's percentage share of the annual total Pool Resources for the last calendar year prior to the date that termination was given.

# **SECTION 4. POOL REQUIREMENTS SERVICES**

Subject to provisions of this Schedule, AMP shall be the Pool Requirements provider of all electric energy and capacity required by Pool Participants for purposes of providing electric service to Pool Participants' retail customers and to the Pool Participants as users of electric service. Pool Participants shall take and pay for the same in accordance with this Schedule. AMP shall provide such Pool Requirements Service in a prudent manner so as to provide reliable electric service to Pool Participants at the lowest overall cost consistent with available sources as further described in this Schedule.

AMP shall provide Pool Participants, energy, capacity and related services from Pool Resources for the benefit of all Pool Participants by purchasing various economical Pool Resources from time to time subject to the provisions of this Schedule. Such Pool Resources shall include, but shall not be limited to, purchases or sales of short-term energy sources, RECs, generation owned and operated by Pool Participants or other municipal systems and generation owned and operated by AMP, transmission and related services, or a combination of the above.

AMP shall provide the Pool Requirements Service to the Pool Participants as follows.

#### A. ENERGY POOL REQUIREMENTS SERVICE

AMP shall procure Energy Pool Resources on behalf of Pool Participants for periods of one (1) year or less, up to twenty-four (24) months in advance of the Delivery Period of the resource. Energy Pool Resources may exceed one (1) year only with the express written authorization of each Pool Participant.

Energy Obligations shall be calculated on an hourly basis as follows.

Each Pool Participant's Energy Obligation shall be equal to the metered kilowatt-hour tie line meter plus any Behind the Meter Generation plus Transmission Losses plus Distribution Losses or the Pool Participant's Generation Schedule (if Option B is utilized),

Where Transmission Losses equal the metered kilowatt-hour tie line meter multiplied by the Transmission Loss Factor; and,

Distribution Losses equal the metered kilowatt-hour tie line meter multiplied by the Distribution Loss Factor.

| Participant   | Tie<br>Line<br>Meter<br>(A) | BTMG<br>(B) | Transmission/<br>Distribution<br>Loss Factor<br>(C) | Transmission<br>and<br>Distribution<br>Losses<br>(D=AxC) | Generation<br>Schedule (E) If<br>Using Opt B<br>under Gen<br>Deviation | Total Energy<br>Obligation<br>F=(A+B+D) or G |
|---------------|-----------------------------|-------------|---|--|--|--|
| Participant 1 | 1000                        |             |   |  | -  |  |
| (No Gen)      | kWh                         | -           | 3.0%  | 30 kWh   |  | 1030 kWh                                     |
| Participant 2 | 1000                        | 500         |   |  | -  |  |
| (BTMG Gen)    | kWh                         | kWh         | 8.0%  | 80 kWh   |  | 1580 kWh                                     |
| Participant 3 |                             |             |   |  |  |  |
| (Using Opt B  |                             |             |   |  |  |  |
| - Fixed Load  |                             |             |   |  |  |  |
| Sched)        | N/A                         |             | -   |  | 1000 kWh   | 1000 kWh                                     |

Pool Participant's Energy Obligation shall first be filled by Pool Participant's Non-Pool Power; provided however, the Pool Participant is solely responsible for the delivery of the Non-Pool Power, and to the extent Pool Participant's Non-Pool Power is not, for any reason, delivered at any time during the Term, AMP shall provide replacement energy, to the extent the same is available, to make up for any shortfall of Non-Pool Power from the Energy Pool.

The Non-Pool Energy that the Pool Participant shall utilize to meet its Energy Obligation for the upcoming calendar year shall not be changed after the Non-Pool Deadline.

In the event that Pool Participant is utilizing BTMG (option A or C) as Non-Pool Power, the hourly Non-Pool Power energy credit shall be equal to the Generation Schedule (Option A) or actual Municipal BTMG (Option C).

All Energy Pool Resources and Non-Pool Power shall be arranged, scheduled, and dispatched, subject to contractual limitations, by AMP, which shall do so in such a manner as to provide the lowest overall cost consistent with reliability, prudence and all contractual limitations.

Pool Participant's remaining energy requirements after Non-Pool Power shall be filled from the Energy Pool.

If Pool Participant's Non-Pool Power is greater than Pool Participant's Energy Obligation for any hour, Pool Participant shall sell the excess energy to the Energy Pool at the PJM Day Ahead LMP rate for the PJM Pricing Point.

If Pool Participant's Non-Pool Power is less than Pool Participant's Energy Obligation for any hour, Pool Participant shall purchase remaining energy needs from the Energy Pool at the PJM Day Ahead LMP rate for the PJM Pricing Point times a Power Cost Adjustment ("PCA") calculated to recover all of the power supply costs incurred by the Energy Pool for the month as follows.

The PCA shall equal the Total Energy Pool Resources Costs (including Inadvertent Energy Costs and Costs to move to Ancillary Services to keep PCA within allowable bandwidth)

divided by the sum of (each Pool Participant's hourly Energy Pool Requirements multiplied by the hourly Day Ahead LMP).

The PCA shall not be greater than 1.50 and not less than 0.50. In the event that the PCA would exceed those limits, then an amount of dollars (positive or negative) would be transferred from the Energy Pool to Ancillary Services to bring the PCA back to its limit.

An example of the PCA calculation is shown below.

| Participant  | Net kWh   | Cost                            |
|--|-----------|---------------------------------|
| Market Purchases from PJM  | 2,220,000 | \$ 102,000                      |
| Purchase of Member Excess at DA LMP  | 50,000    | \$ 2,000                        |
| Pool Monthly Block Purchase  | 320,000   | \$ 9,600                        |
| Pool Daily Block Purchase  | 108,000   | \$ 5,400                        |
| Congestion and Losses on Pool Resources                                    |           | \$ 100                          |
| Generation Deviation Purchases/Sales                                       | 10,160    | \$ 600                          |
| Calculated Inadvertent Energy  |           | \$ (5,000)                      |
| Costs to move to Ancillary Services to keep PCA within allowable bandwidth |           | \$ 0                            |
| Total Energy Pool Resources Costs  | 2,708,160 | \$ 114,700                      |
| Total Pool Requirements at DA LMP  | 2,708,160 | \$ 113,736                      |
| Pool PCA   |           | \$114,700/\$113,736 = 1.0084757 |

Inadvertent Energy Costs are calculated to divide real time energy market purchases and sales between Energy Pool and ancillary services as set forth below.

| Но | our               | DA<br>LMP | DA<br>Forecast<br>(MW)<br>B | RT<br>LMP | Actual<br>Load<br>(MW)<br>D | RT<br>Position<br>E=D-B | Total Cost<br>of Energy<br>F=AxB+CxE | If Actual<br>Load was at<br>DA LMP<br>G=AxD |      | rtent Charged to<br>rry Service<br>H=F-G  |
|----|-------------------|-----------|-----------------------------|-----------|-----------------------------|-------------------------|--------------------------------------|---|------|---|
| 1  | Over<br>forecast  | \$20      | 50                          | \$24      | 49                          | -1                      | \$976                                | \$980                                       | -\$4 | Transfer from Ancillary<br>to Energy Pool |
| 2  | Over<br>forecast  | \$20      | 50                          | \$15      | 49                          | -1                      | \$985                                | \$980                                       | \$5  | Transfer from Energy Pool to Ancillary    |
| 3  | Under<br>forecast | \$20      | 50                          | \$16      | 52                          | 2                       | \$1,032                              | \$1,040                                     | -\$8 | Transfer from Ancillary<br>to Energy Pool |
| 4  | Under<br>forecast | \$20      | 50                          | \$28      | 51                          | 1                       | \$1,028                              | \$1,020                                     | \$8  | Transfer from Energy Pool to Ancillary    |

### B. GENERATION SCHEDULE DEVIATION SERVICE

AMP shall provide Generation Deviation Service to Pool Participants as follows:

(1) For BTMG under option A and D in Exhibit A: The generation deviation requirements of the Pool Participant shall be calculated on an hourly basis as follows:

Generation Deviation energy purchase or sale (if negative) shall be equal to Pool Participant's Generation Schedule minus the net actual BTMG.

(2) For Day Ahead Load under option B in Exhibit A: The generation deviation requirements of the Pool Participant shall be calculated on an hourly basis as follows:

Generation Deviation energy purchase or sale (if negative) shall be equal to Pool Participant's Energy Obligation minus Pool Participant's Generation Schedule:

(3) Sales and purchases of Generation Deviation Energy shall be at the PJM Real Time LMP for the PJM Pricing Point.

Generation Deviation shall be calculated on an hourly basis. An example of the Generation Deviation calculations is shown below.

| Participant                | BTMG (A) | Generation Schedule<br>(B) | Participant<br>Energy<br>Obligation<br>(C) | Generation<br>Deviation<br>(D=A-B-C)* |
|----------------------------|----------|----------------------------|--|---------------------------------------|
| Participant using Option A | 1500 kWh | 700 kWh                    | N/A  | 800 kWh                               |

| Participant using Option B     | N/A     | 9000 kWh (Load<br>Sched)                         | 2900 kWh | (2000) kWh |
|--------------------------------|---------|--|----------|------------|
| Participant using Option C     | N/A     | No schedule submitted (Non-Pool = Gen)           | N/A      | 0 kWh      |
| Participant using Option D     | 500 kWh | No schedule submitted (all Gen sold to RealTime) | N/A      | 500 kWh    |
| *Positive means sale, negative |         |  |          |            |

### C. DEMAND RELATED TRANSMISSION COSTS

Subject to provisions of this Schedule, AMP shall be the transmission requirements provider of all PJM transmission service required by Pool Participant to provide electric service to Pool Participant's customers. Pool Participant shall take and pay for the same in accordance with this Schedule. Notwithstanding the foregoing, nothing in this agreement shall prohibit any Pool Participant from contacting, coordinating, requesting or obtaining technical or other information or interfacing in any way with PJM or Transmission Zones regarding facilities, technical, equipment, engineering or other issues regarding Pool Participant-owned facilities, point of contact equipment or service in accordance with the terms and conditions of any applicable Interconnection Agreements.

The transmission rate in dollars per kilowatt-month (\$/kW-mo) shall include the Transmission Zone network transmission service charges as well as other 1CP related charges listed in Exhibit A (including any transmission peak shaving savings from behind the meter generation located in Pool Participant's distribution system). The credit or charge shall be calculated in the same manner as that calculated by PJM.

Transmission Demand shall be calculated on a monthly basis as follows:

Pool Participant's Tie Line Meter + BTMG Meter at the 1CP plus any 1CP adders assessed by PJM for failure of BTMG to operate at their PJM BTMG obligation during PJM Max Emergency Generation events during the previous year pursuant to the PJM Governing Documents.

An example of Transmission Demand calculations is listed below (penalty).

| Participant   | Tie Line<br>Meter at<br>1CP (A) | BTMG at<br>1CP (B) | 1CP Adder for<br>BTMG Failure<br>during PJM<br>Emergency (C) | Total<br>Transmission<br>Demand<br>(D=A+B+C) |
|---------------|---------------------------------|--------------------|--|--|
| Participant 1 | 1000 kW                         |                    |  | 1000 kW                                      |
| Participant 2 | 1000 kW                         | 500 kW             |  | 1500 kW                                      |
| Participant 4 | 1000 kW                         | 300 kW             | 30 kW  | 1330 kW                                      |
| Participant 4 | (1000) kW                       | 4000 kW            |  | 30000 kW                                     |

### D. ENERGY RELATED ANCILLARY COSTS

Subject to provisions of this Schedule, AMP shall be the ancillary services requirements provider of all ancillary services required by Pool Participant to provide electric service to Pool Participant's customers. Pool Participant shall take and pay for the same in accordance with this Schedule.

The ancillary services transmission rate in dollars per megawatt-hour (\$/MWh) shall be equal to:

Energy based ancillary service charges as listed in Exhibit B (including, for example, PJM and AMP scheduling and inadvertent charges, operating reserves, economic load response charges/credits, PJM interchange meter correction charges and transmission loss credits), plus charges or credits for FTRs purchased on behalf of Pool Participants divided by the sum of monthly energy requirements for each Pool Participant.

An example of monthly energy requirements calculations is below.

| Participant   | Monthly Tie<br>Line Meter (A) | Monthly<br>BTMG (B) | Transmission/<br>Distribution<br>Loss Factor<br>(C) | Transmission<br>Losses<br>(D=AxC) | Total Monthly<br>Energy<br>Requirements<br>(E=A+B+D) |  |
|---------------|-------------------------------|---------------------|---|-----------------------------------|--|--|
| Participant 1 | 100,000 kWh                   |                     | 3%  | 3000 kWh                          | 103,000 kWh  |  |
| Participant 2 | 100,000 kWh                   | 50,000 kWh          | 8%  | 8000 kWh                          | 158,000 kWh  |  |
| Participant 3 | (100,000) kWh                 | 400,000 kWh         | 3%  | (3000) kWh                        | 297,000 kWh  |  |

### E. CAPACITY POOL REQUIREMENTS SERVICE

Subject to provisions of this Schedule, AMP shall be the provider of capacity required by Pool Participant to meet PJM capacity requirements, provided that Pool Participant may purchase PJM capacity from suppliers other than AMP with AMP's approval, which shall not be unreasonably withheld. Pool Participant shall take and pay for capacity from AMP in accordance with this Schedule.

Pool Participant's capacity requirements shall be calculated on a monthly basis as follows:

Pool Participant's purchase of capacity shall be equal to the average Tie Line Meter + BTMG Meter at the 5CP plus any 5CP adders assessed by PJM for failure of BTMG to operate at their PJM BTMG obligation during PJM Max Emergency Generation events during the previous year.

An example of Capacity Demand calculations is listed below.

| Participant   | Tie Line<br>Meter at<br>5CP (A) | BTMG at<br>5CP<br>(B) | 5CP Adder for<br>BTMG Failure<br>during PJM<br>Emergency (C) | Total<br>Capacity<br>Requireme<br>nts<br>(D=A+B+C |  |  |
|---------------|---------------------------------|-----------------------|--|---|--|--|
| Participant 1 | 1000 kW                         |                       |  | 1000 kW   |  |  |
| Participant 2 | 1000 kW                         | 500 kW                |  | 1500 kW   |  |  |
|               |                                 |                       | 30 kW  | 13300   |  |  |
| Participant 3 | 1000 kW                         | 300 kW                |  | kW  |  |  |
|               | (1000)                          |                       |  |   |  |  |
| Participant 4 | kW                              | 4000kW                |  | 3000 kW   |  |  |

Pool Participant's purchase of Capacity Pool Requirements Service shall be at the monthly rate calculated in dollars per kilowatt-month (\$/kW-mo) and shall be equal to:

Net cost of capacity charges and credits as listed in Exhibit B (including, for example, purchases or sales from the PJM capacity market, any installed capacity peak shaving savings from BTMG located in Pool Participant's distribution system, any bilateral transactions, and any PJM capacity penalties or bonus payments attributed to any Capacity Pool Resources)

divided by Total Capacity Requirements.

Due to the nature of the PJM capacity auctions, AMP is authorized to procure Capacity Pool Resources for periods of one year or less up to sixty (60) months in advance of the Delivery Period. AMP shall not procure Capacity Pool Resources that will obligate AMP, and therefore any Capacity Pool Participants, for periods greater than one (1) year, unless each Capacity Pool Participant authorizes the same by affirmative consent in writing.

AMP shall distribute demand response credits or charges or capacity auction credits or charges from PJM attributed to Pool Participant's Non-Pool Power that are entitled to the same from PJM.

### F. FTRs, CONGESTION and LOSSES

AMP shall procure FTRs on behalf of Pool Participants for periods of one (1) year or less, up to forty-eight (48) months in advance of the Delivery Period.

AMP shall provide a net credit or charge to Pool Participant based on FTRs held by AMP on behalf of Pool Participant for the Pool Participant's Non-Pool Power.

AMP shall provide a credit or charge to Pool Participant based on congestion billed by

PJM to AMP associated with delivery of Pool Participant's Non-Pool Power. The credit or charge shall be calculated in the same manner as that calculated by PJM.

AMP shall provide a credit or charge to Pool Participant based on marginal losses billed by PJM to AMP associated with delivery of Pool Participant's Non-Pool Power. The credit or charge shall be calculated in the same manner as that calculated by PJM.

### **SECTION 5. RATES, CHARGES AND BILLING**

- (1) Pool Participant shall be charged and billed by AMP, in accordance with Section 7 of the Master Services Agreement, for all costs incurred in providing Pool Resource Services, including but not limited to all electric capacity and energy, Non-Pool Power and transmission related charges, if any, determined in accordance with this schedule. The charges will include all costs to AMP listed in Exhibit B, (based on known PJM charges as of June 1, 2023).
- (2) The following charges are not Pool-related and shall be billed to the Pool Participant by AMP at cost in the same manner as billed by PJM and Transmission Zone:
  - (a) Reactive and Power Factor Correction Charges from PJM or Transmission Zone,
  - (b) PJM or Transmission Zone Customer and Metering

Charges,

- (c) Transmission Zone Interconnection and Local Delivery Service Charges, including but not limited to distribution voltage delivery charges, and
- (d) State taxes billed by PJM or Transmission Zone.

(3) Dispatch Center Costs allocated to the Pool will be allocated to Pool Participant based on Pool Participant's *pro rata* share of the Pool Participants' Average Coincident Peak Load. A credit in kW will be given to Pool Participant for any Non-Pool Power resources that include AMP Dispatch Center Costs in the rate. An example of a Dispatch Center Cost *pro rata* share calculation is listed below:

| Participant   | Pool<br>Participant<br>Average<br>Coincident<br>Peak Load (A) | Participant Resources that include Dispatch Coincident Center Costs (B) |         | Percentage<br>Allocation of<br>Dispatch Center<br>Costs (D) |  |  |
|---------------|---|---|---------|---|--|--|
| Participant 1 | 1000 kW   | 400 kW  | 600 kW  | 12%   |  |  |
| Participant 2 | 1400 kW   | 0   | 1400 kW | 28%   |  |  |
| Participant 3 | 700 kW  | 1000 kW   | 0 kW    | 0%  |  |  |
| Participant 4 | 1300 kW   | 300 kW  | 1000 kW | 20%   |  |  |
| Participant 5 | 3000 kW   | 1000 kW   | 2000 kW | 40%   |  |  |
| Total         |   |   | 5000 kW | 100%  |  |  |

(4) Pool Participant shall pay AMP's Service Fee B (\$0.00058 / kWh as of January 1, 2023) for all energy sold or arranged for and delivered pursuant to this Schedule.

### **SECTION 6. DELIVERY POINTS AND INTERCONNECTION POINTS**

The initial Delivery Point(s) pursuant to this Schedule shall be the point(s) where the facilities of Pool Participant currently are electrically connected to the transmission system. Changes to or additional delivery points shall be arranged subject to negotiations with the interconnecting Transmission Zone or the orders of any tribunal of competent jurisdiction.

### **SECTION 7. SPECIAL TERMS AND CONDITIONS**

(1) Unless otherwise agreed, Pool Participant shall provide, or cause to be provided, at no cost to AMP, at each Delivery Point suitable space for metering, monitoring or communications equipment reasonably required by AMP.

Unless otherwise agreed, the Transmission Zone has installed suitable meters for the purpose of determining billing quantities hereunder. All meters and metering equipment installed by the Transmission Zone are and shall remain property of the Transmission Zone.

Transmission Zone has agreed to provide to AMP and for AMP's use, metering data from each of the meters employed hereunder. Pool Participant shall provide or cause to be provided, at its expense, to AMP real time metering data from any generating facilities operated within Pool Participant's distribution system.

- (2) The Parties shall keep such records as may be needed to afford a clear history of all transactions under this Schedule. The originals of all such records shall be retained by each Party for a minimum of three (3) years and copies shall be delivered to the other Party upon request.
- (3) Changes to this Pool Agreement, including but not limited to additions of new products as Pool Resources, modifications to address changes to the applicable rules as set forth in the PJM Governing Documents or additions to or removal of any Pool Participants may be added to the Pool only with the written or verbal approval of a Majority Vote of the Pool Participants then participating in the Pool.
- (4) In the event that the Pool Participant enacts an ordinance or institutes a policy that allows its customers the choice to purchase their electricity from a supplier other than Pool Participant (hereinafter "customer choice") prior to the ending date of a Pool Resource, the Pool Participant shall continue to be financially responsible for that share of the Pool Resource that the Pool Participant would have used (based on actual usage from the previous calendar year) but for exercise of the choice of one or more of its customers to purchase their electricity from a supplier other than Pool Participant, until the expiration of the Pool Resource or the customer(s) returns to the Pool Participant's system.

The method for calculating the financial impact of the unused portion of the Pool Resource shall be based on the positive differential between (1) the actual cost of the unused portion of the Pool Resource, until the expiration of the Pool Resource, and (2) the market value of the unused portion of the Pool Resource, as determined by AMP.

(5) All terms and conditions of the Master Services Agreement in effect between the Parties that are not in conflict with the terms and conditions of this Schedule shall be applicable to this Schedule.

### **SECTION 8. MISCELLANEOUS**

- **A.** <u>Assignment</u>. Neither this Agreement nor any interest therein shall be assigned by any Party without the prior written consent of the other Party.
- **B.** No Waiver. A Party's failure to insist in any one or more instances upon strict performance of any provision of the Agreement, or failure or delay to take advantage of any of its rights or remedies hereunder, violation, or default, shall not be construed as a waiver by the Party of any such performance, provision, right, breach, violation, or default, either then or for the future. Any waiver shall be effective only if in writing and signed by each Party's authorized representative, and only with respect to the particular case expressly covered therein.
- C. <u>Law and Venue</u>. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Ohio. Any legal claim, suit, proceeding, or action brought by a Party shall be brought in an Ohio state court or a federal court located in Ohio.
- **D.** <u>Headings</u>. The headings assigned to the Articles of this Agreement are for convenience only and shall not limit the scope and applicability of the Articles.
- **E.** <u>Survival</u>. All provisions providing for limitation of or protection against loss or liability of the Parties, including all protections and indemnities, shall survive termination, suspension, cancellation or expiration of this Agreement.
- **F.** <u>Force Majeure</u>. The Parties acknowledge that Force Majeure events may affect the performance of this Agreement and agree that the Parties shall not be liable to each other for any breach or failure to perform under this Agreement caused by Force Majeure.
- G. <u>Limitations of Liability.</u> The liability of a Party under this Agreement shall be limited to direct actual damages. No Party shall be liable for any special, indirect, incidental, punitive, or consequential losses, damages, judgments, fines, penalties, costs or expenses whatsoever including, but not limited to: (i) delayed, lost or reduced profits, revenues, efficiency, productivity, business opportunities; or (ii) increased or extended overheads, operating, maintenance, depreciation, financing costs or expenses arising out of, related to, or in connection with the performance or breach of this Agreement whether based upon contract, tort (including negligence), warranty, strict liability or under any other legal or equitable theory.

### **SECTION 9. PRIOR SCHEDULES**

Any Pool Schedules entered into by the Participant and any amendments thereto shall terminate on the Effective Date of this Schedule and shall no longer be of any force or effect after the Effective Date of this Schedule except to the extent billing or like matters remain outstanding.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the date written by their duly authorized representatives.

| CITY OF HURON, OHIO          | AMERICAN MUNICIPAL POWER, INC |  |  |  |  |  |
|------------------------------|-------------------------------|--|--|--|--|--|
| BY:                          |                               |  |  |  |  |  |
|                              | BY:                           |  |  |  |  |  |
| TITLE:                       | Jolene M. Thompson            |  |  |  |  |  |
|                              | President/CEO                 |  |  |  |  |  |
| DATE:                        |                               |  |  |  |  |  |
|                              | DATE:                         |  |  |  |  |  |
| APPROVED AS TO FORM:         |                               |  |  |  |  |  |
|                              | APPROVED AS TO FORM:          |  |  |  |  |  |
| Municipality's Legal Counsel | BY:                           |  |  |  |  |  |
| , , ,                        | Lisa G. McAlister             |  |  |  |  |  |
|                              | General Counsel               |  |  |  |  |  |

# EXHIBIT A GENERATION SCHEDULE

## **CITY OF HURON, OHIO**

Pool Participant will submit a daily schedule to AMP of BTMG that will be

## GENERATION RESOURCE = [INSERT GENERATOR NAME/DESCRIPTION]

A.

|          | treate                         | ed as     | s N  | on-F  | Pool  | Po               | wer          | (i.e     | e., th   | ie s   | che  | dule            | e wil | l be | the             | No             | n-P  | ool   | Pov      | wer) | ).              |                 |       |          |    |  |
|----------|--------------------------------|-----------|------|---|---|------------------|--------------|----------|----------|--------|------|-----------------|-------|------|-----------------|----------------|------|-------|----------|------|-----------------|-----------------|-------|----------|----|--|
| B.       | Pool treate                    |           |      | ant   | will  | sub              | mit          | a d      | aily     | sch    | edu  | ıle t           | o Ál  |      |                 | of its<br>he a |      |       |          |      |                 |                 |       |          |    |  |
| C.       | hourly<br>will be              |           |      | lule  | for E   | BTN              | /IG s        | sha      | ll be    | e eq   |      |                 |       |      |                 | hedu<br>ut of  |      |       |          |      |                 |                 |       |          |    |  |
| D. n ex  | hourly<br>at the               | Rea       | al 1 | dule<br>Time  | sha<br>LM   | ll be<br>IP.     | e eq         | ual      | to C     | ) M\   | N, s | so th           | nat a | actu | al o            | -              | ut o | f BT  | MG       | iw ê | ll be           | e cre           | edite | ∌d       |    |  |
| 03/01/23 |                                |           |      |   |   |                  |              |          |          |        |      |                 |       |      |                 |                |      |       |          |      |                 |                 |       |          |    |  |
|          |                                |           |      | America   | n Munic   | cipal Po         | ower-Ol      | hio      |          |        |      |                 |       |      |                 |                |      |       |          |      |                 |                 |       |          |    |  |
|          |                                |           |      | 1111 Schro<br>Columbus,<br>Control Cer<br>Fax: 614-5<br>Receptionis | ock Rd.<br>Ohio 4322<br>nter: 24 H<br>i40-1080<br>st Phone: | 29<br>Ir: 614-54 | 0-1020       |          |          |        |      |                 |       |      |                 |                |      |       |          |      |                 |                 |       |          |    |  |
|          |                                |           |      |   |   |                  |              |          |          |        |      |                 |       |      |                 |                |      | March | 1-23     |      |                 |                 |       |          |    |  |
|          |                                |           |      |   |   |                  |              |          |          |        |      |                 |       |      |                 |                |      |       |          |      |                 |                 |       |          |    |  |
|          | )SS) GENERATI<br>YLIGHT TIME u |           |      |   |   |                  | ot a tie-lir | ne impo  | rt/expor | schedu | le)  |                 | •     |      |                 |                |      |       |          |      |                 |                 |       | -        |    |  |
| iverg    |                                | Hours End | ing  |   |   |                  |              |          |          |        |      |                 |       |      |                 |                |      |       |          |      |                 |                 |       |          |    |  |
| artDate  | W1                             | 01′       | 02   | 03´<br>7  | 04´<br>7  | 05               | 06           | 07′<br>7 | 08′<br>7 | 09 T   | 10´  | 11 <sup>7</sup> | 12´   | 13′  | 14 <sup>7</sup> | 15             | 16′  | 17    | 18′<br>7 | 19´  | 20 <sup>7</sup> | 21 <sup>7</sup> | 22    | 23′<br>7 | 24 |  |
| 03/01/23 | Wed<br>Thu                     | 7         | 7    | 7   | 7   | 7                | 7            | 7        | 7        | 7      | 7    | 7               | 7     | 7    | 7               | 7              | 7    | 7     | 7        | 7    | 7               | 7               | 7     | 7        | 7  |  |
| 03/03/23 | Fri                            | 7         | 7    | 7   | 7   | 7                | 7            | 7        | 7        | 7      | 7    | 7               | 7     | 7    | 7               | 7              | 7    | 7     | 7        | 7    | 7               | 7               | 7     | 7        | 7  |  |
| 03/04/23 | Sat                            | 7         | 7    | 7   | 7   | 7                | 7            | 7        | 7        | 7      | 7    | 7               | 7     | 7    | 7               | 7              | 7    | 7     | 7        | 7    | 7               | 7               | 7     | 7        | 7  |  |
| 03/05/23 | Sun                            | 7         | 7    | 7   | 7   | 7                | 7            | 7        | 7        | 7      | 7    | 7               | 7     | 7    | 7               | 7              | 7    | 7     | 7        | 7    | 7               | 7               | 7     | 7        | 7  |  |
| 03/06/23 | Mon                            | 7         | 7    | 7   | 7   | 7                | 7            | 7        | 7        | 7      | 7    | 7               | 7     | 7    | 7               | 7              | 7    | 7     | 7        | 7    | 7               | 7               | 7     | 7        | 7  |  |
| 03/07/23 | Tue                            | 7         | 7    | 7   | 7   | 7                | 7            | 7        | 7        | 7      | 7    | 7               | 7     | 7    | 7               | 7              | 7    | 7     | 7        | 7    | 7               | 7               | 7     | 7        | 7  |  |
| 03/08/23 | Wed                            | 7         | 7    | 7   | 7   | 7                | 7            | 14       | 7        | 7      | 7    | 7               | 7     | 7    | 7               | 7              | 7    | 7     | 7        | 7    | 7               | 7               | 7     | 7        | 7  |  |
| 03/09/23 | Thu                            | 7         | 7    | 7   | 7   | 7                | 7            | 14       | 7        | 7      | 7    | 7               | 7     | 7    | 7               | 7              | 7    | 7     | 7        | 7    | 7               | 7               | 7     | 7        | 7  |  |
| 03/10/23 | Fri                            | 7         | 7    | 7   | 7   | 7                | 7            | 7        | 7        | 7      | 7    | 7               | 7     | 7    | 7               | 7              | 7    | 7     | 7        | 7    | 7               | 7               | 7     | 7        | 7  |  |
| 03/11/23 | Sat                            | 7         | 7    | 7   | 7   | 7                | 7            | 7        | 7        | 7      | 7    | 7               | 7     | 7    | 7               | 7              | 7    | 7     | 7        | 7    | 7               | 7               | 7     | 7        | 7  |  |
| 03/12/23 | Sun                            | 7         | 7    | 7   | 7   | 7                | 7            | 7        | 7        | 7      | 7    | 7               | 7     | 7    | 7               | 7              | 7    | 7     | 7        | 7    | 7               | 7               | 7     | 7        | 7  |  |
| 03/13/23 | Mon                            | 7         | 7    |   | 7   | 7                | 7            | 7        | 7        | 7      | 7    | 7               | 7     | 7    | 7               | 7              | 7    | 7     | 7        | 7    | 7               | 7               | 7     | 7        | 7  |  |
| 03/14/23 | Tue                            | 7         | 7    | 7   | 7   | 7                | 7            | 7        | 14       | 7      | 7    | 7               | 7     | 7    | 7               | 7              | 7    | 7     | 7        | 7    | 14              | 7               | 7     | 7        | 7  |  |
| 03/15/23 | Wed                            | 7         | 7    | 7   | 7   | 7                | 7            | 14       | 14       | 7      | 7    | 7               | 7     | 7    | 7               | 7              | 7    | 7     | 7        | 7    | 7               | 7               | 7     | 7        | 7  |  |
|          |                                |           |      |   |   |                  |              |          |          |        |      |                 |       |      |                 |                |      |       |          |      |                 |                 |       |          |    |  |

# EXHIBIT B ASSIGNMENT OF PJM AND POOL COSTS BASED ON PJM CHARGES AS OF APRIL 1, 2023

| PJM Line Item                   | Pool    | Transmission | Ancillary | Canacity | Direct to   |
|---------------------------------|---------|--------------|-----------|----------|-------------|
| FJIVI LINE ILEM                 | Energy  | Demand       | Andiliary | Capacity | Participant |
| 1100 Network                    | Lileigy | X            |           |          | Farticipant |
|                                 |         | ^            |           |          |             |
| Integrated Transmission Service |         |              |           |          |             |
| 1108 Transmission               |         | X            |           |          |             |
| Enhancement                     |         | ^            |           |          |             |
| 1109 MTEP Cost                  |         | X            |           |          |             |
| Recovery                        |         | ^            |           |          |             |
| 1115 Transmission               |         | X            |           |          |             |
| Enhancement                     |         | ^            |           |          |             |
| Settlement                      |         |              |           |          |             |
| 1120 Other Supporting           |         |              |           |          | X           |
| Facilities                      |         |              |           |          | ^           |
| 1130 Firm                       | X       |              |           |          |             |
| Transmission Service            |         |              |           |          |             |
| 1140 Non-Firm                   | Х       |              |           |          |             |
| Transmission Service            |         |              |           |          |             |
| 1200 Day-ahead Spot             | Х       |              |           |          |             |
| Market Energy                   |         |              |           |          |             |
| 1205 Balancing Spot             | Х       |              | X         |          |             |
| Market Energy                   |         |              |           |          |             |
| 1210 Day Ahead                  | Х       |              |           |          | Х           |
| Transmission                    |         |              |           |          |             |
| Congestion                      |         |              |           |          |             |
| 1215 Balancing                  | Х       |              |           |          |             |
| Transmission                    |         |              |           |          |             |
| Congestion                      |         |              |           |          |             |
| 1220 Day Ahead                  | Х       |              |           |          | Х           |
| Transmission Losses             |         |              |           |          |             |
| 1225 Balancing                  | Х       |              |           |          |             |
| Transmission Losses             |         |              |           |          |             |
| 1230 Inadvertent                |         |              | Х         |          |             |
| Interchange                     |         |              |           |          |             |
| 1242 Day-Ahead Load             |         |              | Х         |          |             |
| Response Allocation             |         |              |           |          |             |
| 1243 Real-Time Load             |         |              | Х         |          |             |
| Response Allocation             |         |              |           |          |             |
| 1245 Pre and                    |         |              | Х         |          |             |
| Emergency Load                  |         |              |           |          |             |

| Response               |   |                                       |   |  |
|------------------------|---|---------------------------------------|---|--|
| 1250 Meter Error       |   | X                                     |   |  |
| Correction             |   |                                       |   |  |
| 1301 PJM Control Area  |   | X                                     |   |  |
| Administration         |   |                                       |   |  |
| 1302 PJM FTR           |   | X                                     |   |  |
| Administration         |   |                                       |   |  |
| 1303 PJM Market        |   | X                                     |   |  |
| Support                |   |                                       |   |  |
| 1305 PJM Capacity      |   |                                       | Х |  |
| Resource / Obligation  |   |                                       |   |  |
| Mgt                    |   |                                       |   |  |
| 1313 PJM Settlement    |   | X                                     |   |  |
| Inc.                   |   |                                       |   |  |
| 1314 Market Monitoring |   | X                                     |   |  |
| Unit Funding           |   |                                       |   |  |
| 1315 FERC Annual       |   | X                                     |   |  |
| Recovery               |   |                                       |   |  |
| 1316 Organization of   |   | X                                     |   |  |
| PJM States, Inc.       |   |                                       |   |  |
| Funding                |   |                                       |   |  |
| 1317 N. American       |   | X                                     |   |  |
| Electric Reliability   |   |                                       |   |  |
| (NERC)                 |   |                                       |   |  |
| 1318 Reliability First |   | X                                     |   |  |
| Corporation (RFC)      |   |                                       |   |  |
| 1319 Consumer          |   | X                                     |   |  |
| Advocates of PJM       |   |                                       |   |  |
| States, Inc            |   |                                       |   |  |
| 1320 Transmission      |   | X                                     |   |  |
| Owner Dispatch         |   |                                       |   |  |
| Service                |   |                                       |   |  |
| 1330 Reactive Supply   | X |                                       |   |  |
| from Generation        |   |                                       |   |  |
| 1340 Regulation and    |   | X                                     |   |  |
| Frequency Response     |   |                                       |   |  |
| 1360 Synchronized      |   | X                                     |   |  |
| Reserve                |   |                                       |   |  |
| 1361 Secondary         |   | X                                     |   |  |
| Reserve                |   | \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ |   |  |
| 1362 Non-              |   | X                                     |   |  |
| Synchronized Reserve   |   |                                       |   |  |
| 1365 Day-ahead         |   | X                                     |   |  |
| Scheduling Reserve     |   |                                       |   |  |

| 1370 Day-ahead         |   |   | X |   |   |
|------------------------|---|---|---|---|---|
| Operating Reserve      |   |   |   |   |   |
| 1371 Day-ahead Op      |   |   | X |   |   |
| Reserves for Load      |   |   |   |   |   |
| Resp                   |   |   |   |   |   |
| 1375 Balancing         |   |   | X |   |   |
| Operating Reserve      |   |   |   |   |   |
| 1376 Balancing Op      |   |   | X |   |   |
| Reserves for Load      |   |   |   |   |   |
| Resp                   |   |   |   |   |   |
| 1380 Black Start       |   | Х |   |   |   |
| Service                |   | ~ |   |   |   |
| 1500 Financial Trans.  | Х |   | X |   | X |
| Rights Auction         |   |   |   |   |   |
| 1610 Locational        |   |   |   | Χ |   |
| Reliability            |   |   |   |   |   |
| 2100 Network           |   | X |   |   |   |
| Integrated             |   |   |   |   |   |
| Transmission Credit    |   |   |   |   |   |
| 2130 Firm PTP          |   | X |   |   |   |
| Transmission Service   |   |   |   |   |   |
| Credit                 |   |   |   |   |   |
| 2140 Non-Firm PTP      |   | Х |   |   |   |
| Transmission Svc.      |   |   |   |   |   |
| Credit                 |   |   |   |   |   |
| 2211 Day-ahead         | Х |   | X |   | X |
| Transmission           |   |   |   |   |   |
| Congestion             |   |   |   |   |   |
| 2215 Balancing         |   |   | X |   |   |
| Transmission           |   |   |   |   |   |
| Congestion             |   |   |   |   |   |
| 2220 Transmission      |   |   | X |   |   |
| Losses Credits         |   |   |   |   |   |
| 2260 Emergency         |   |   | X |   |   |
| Energy                 |   |   |   |   |   |
| 2320 Transmission      |   |   | X |   |   |
| Owner Dispatch Svc     |   |   |   |   |   |
| Credit                 |   |   |   |   |   |
| 2330 Reactive Supply   |   | X |   |   |   |
| from Generation Credit |   |   |   |   |   |
| 2340 Regulation and    |   |   | X |   |   |
| Frequency Resp Credit  |   |   |   |   |   |
| 2360 Balancing Synch   |   |   | X |   |   |

| Reserve Credit  2361 Balancing  Secondary Reserve  Credit |
|---|
| Secondary Reserve   |
|   |
| Credit  |
| 2366 Day-Ahead X  |
|   |
| Synch Reserve Credit                                      |
| 2367 Day-Ahead X  |
| Secondary Reserve   |
| Credit  |
| 2368 Day-Ahead Non-                                       |
| Synch Reserve Credit                                      |
| 2370 Day Ahead X  |
| Operating Reserve   |
| Credit  |
| 2375 Balancing X  |
| Operating Reserve   |
| Credit  |
| 2380 Black Start X  |
| Service Credit  |
| 2390 Fuel Cost Policy X                                   |
| Penalty Credit  |
| 2500 Financial X X  |
| Transmission Rights                                       |
| Auction   |
| 2510 Auction Revenue X                                    |
| Rights  |
| 2600 RPM Auction X 2630 Capacity Transfer X               |
| 2630 Capacity Transfer X                                  |
| Rights  |
| 2640 Inc. Capacity X                                      |
| Transfer Rights   |
| 2650 Auction Specific X                                   |
| MW Transaction  |
| 2661 Capacity X   |
| Resource Deficiency                                       |
| Credit  |
| 2667 Bonus X  |
| Performance   |
| Excess Energy X   |
| Purchase Section  |
| C(2)(e)(ii)   |
| Generation Deviation X                                    |
| Section E   |
| BTMG Capacity Peak X                                      |

| Shaving Section G(3)   |   |   |   |  |
|------------------------|---|---|---|--|
| BTMG Transmission      |   | X |   |  |
| Peak Shaving Sect.     |   |   |   |  |
| E(2)                   |   |   |   |  |
| Calculated Inadvertent | Х |   | X |  |
| Charges per Exhibit B  |   |   |   |  |
| Charges/Credits        | Х |   | X |  |
| moved from Energy      |   |   |   |  |
| Pool to Ancillary      |   |   |   |  |
| Service when PCA is    |   |   |   |  |
| outside of bandwidth   |   |   |   |  |

## Exhibit C Pool Participants

| Member                                  | Pool  | Transmissio | Pricing Point                     |
|---|-------|-------------|-----------------------------------|
| Member                                  | 1 001 | n Zone      | 1 Hollig Folik                    |
| Amherst                                 | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Beach City                              | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Bowling Green                           | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Bowling Green<br>(Water Plant)          | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Bowling Green<br>(Waste Water<br>Plant) | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Bradner                                 | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Brewster                                | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Cleveland                               | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Columbiana                              | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Custar                                  | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Cuyahoga Falls                          | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Edgerton                                | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Ellwood City                            | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Elmore                                  | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Galion                                  | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Genoa                                   | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Grafton                                 | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Grove City                              | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Haskins                                 | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Holiday City<br>(Village Load)          | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Hubbard                                 | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Hudson                                  | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Huron                                   | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Huron<br>(Greenhouse<br>Load)           | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Lodi                                    | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Lucas                                   | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Milan                                   | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Monroeville                             | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Montpelier                              | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Napoleon                                | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| New Wilmington                          | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Newton Falls                            | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Niles                                   | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Oak Harbor                              | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Oberlin                                 | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Oberlin (RNG<br>Plant)                  | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Painesville                             | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Pemberville                             | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |
| Pioneer                                 | NPP   | ATSI        | AMP-ATSI LMP (PJM Node 115944309) |

| Prospect         | NPP          | ATSI   | AMP-ATSI LMP (PJM Node 115944309)                                    |
|------------------|--------------|--------|--|
| Seville          | NPP          | ATSI   | AMP-ATSI LMP (PJM Node 115944309)                                    |
| South Vienna     | NPP          | ATSI   | AMP-ATSI LMP (PJM Node 115944309)                                    |
| Toledo           | NPP          | ATSI   | AMP-ATSI LMP (PJM Node 115944309)                                    |
| Wadsworth        | NPP          | ATSI   | AMP-ATSI LMP (PJM Node 115944309)                                    |
| Wampum           | NPP          | ATSI   | AMP-ATSI LMP (PJM Node 115944309)                                    |
| Wellington       | NPP          | ATSI   | AMP-ATSI LMP (PJM Node 115944309)                                    |
| Woodville        | NPP          | ATSI   | AMP-ATSI LMP (PJM Node 115944309)  AMP-ATSI LMP (PJM Node 115944309) |
| Zelienople       | NPP          | ATSI   | AMP-ATSI LMP (PJM Node 115944309)  AMP-ATSI LMP (PJM Node 115944309) |
| Monroeville      | Monroevill   | ATSI   | AMP-ATSI LMP (PJM Node 115944309)  AMP-ATSI LMP (PJM Node 115944309) |
| (Data Center     | e GMD        | ATSI   | AMP-ATSI LIMP (PJM Node 115944509)                                   |
| Load)            | e GIVID      |        |  |
| Loady            |              |        |  |
| Dover            | PJM Pool     | AEP    | AMP-OHIO LMP (PJM Node 43653269)                                     |
| Holiday City     | PJM Pool     | AEP    | AMP-OHIO LMP (PJM Node 43653269)                                     |
| (Chase Brass     | 1 0101 1 001 | 7121   | 7 WIN 61116 EWN (1 6W 11666 1666 1666 1666 1666 1666 16              |
| Load)            |              |        |  |
| Jackson          | PJM Pool     | AEP    | AMP-OHIO LMP (PJM Node 43653269)                                     |
| Orrville         | PJM Pool     | AEP    | AMP-OHIO LMP (PJM Node 43653269)                                     |
| New Knoxville    | PJM Pool     | AEP    | AMP-OHIO LMP (PJM Node 43653269)                                     |
| St. Marys        | PJM Pool     | AEP    | AMP-OHIO LMP (PJM Node 43653269)                                     |
| Woodsfield       | PJM Pool     | AEP    | AMP-OHIO LMP (PJM Node 43653269)                                     |
|                  |              |        | , C Z (1 C 1 C. C  |
| Arcadia          | OMEG         | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| Bloomdale        | OMEG         | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| Bryan            | OMEG         | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| Carey            | OMEG         | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| Clyde            | OMEG         | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| Cygnet           | OMEG         | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| Deshler          | OMEG         | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| Greenwich        | OMEG         | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| Ohio City        | OMEG         | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| Plymouth         | OMEG         | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| Republic         | OMEG         | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| Shiloh           | OMEG         | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| Sycamore         | OMEG         | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| Wharton          | OMEG         | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| Wapakoneta       | OMEG         | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| Wapakoneta       | Green-       | AEP    | AEPOHIO RESID AGG LMP (PJM Node 1269364670)                          |
| (Greenhouse      | house        |        | (  |
| Load)            |              |        |  |
| Wapakoneta       | Paper Mill   | AEP    | AEPOHIO_RESID_AGG LMP (PJM Node 1269364670)                          |
| (Paper Mill      |              |        | ,  |
| Load)            |              |        |  |
| Wapakoneta       | Box Plant    | AEP    | AEPOHIO_RESID_AGG LMP (PJM Node 1269364670)                          |
| (Box Plant Load) |              |        |  |
|                  |              |        |  |
| Arcanum          | WASG         | DAYTON | DAY_RESID_AGG LMP (PJM Node 116472937)                               |
| Celina           | WASG         | DAYTON | DAY_RESID_AGG LMP (PJM Node 116472937)                               |
| Eldorado         | WASG         | DAYTON | DAY_RESID_AGG LMP (PJM Node 116472937)                               |
| Jackson Center   | WASG         | DAYTON | DAY_RESID_AGG LMP (PJM Node 116472937)                               |

| Labardan         | 14/400    | DAVTON  | DAY DECID ACC LMD (DIM Node 440470007)                                 |
|------------------|-----------|---------|--|
| Lakeview         | WASG      | DAYTON  | DAY_RESID_AGG LMP (PJM Node 116472937)                                 |
| Mendon           | WASG      | DAYTON  | DAY_RESID_AGG LMP (PJM Node 116472937)                                 |
| Minster          | WASG      | DAYTON  | DAY_RESID_AGG LMP (PJM Node 116472937)                                 |
| New Bremen       | WASG      | DAYTON  | DAY_RESID_AGG LMP (PJM Node 116472937)                                 |
| Piqua            | WASG      | DAYTON  | DAY_RESID_AGG LMP (PJM Node 116472937)                                 |
| Tipp City        | WASG      | DAYTON  | DAY_RESID_AGG LMP (PJM Node 116472937)                                 |
| Versailles       | WASG      | DAYTON  | DAY_RESID_AGG LMP (PJM Node 116472937)                                 |
| Waynesfield      | WASG      | DAYTON  | DAY_RESID_AGG LMP (PJM Node 116472937)                                 |
| Yellow Springs   | WASG      | DAYTON  | DAY_RESID_AGG LMP (PJM Node 116472937)                                 |
|                  |           |         |  |
| Berlin           | CPPG      | PENELEC | PENELEC_RESID_AGG LMP (PJM Node 116472951)                             |
| East             | CPPG      | PENELEC | PENELEC_RESID_AGG LMP (PJM Node 116472951)                             |
| Conemaugh        |           |         |  |
| Girard           | CPPG      | PENELEC | PENELEC_RESID_AGG LMP (PJM Node 116472951)                             |
| Hooversville     | CPPG      | PENELEC | PENELEC_RESID_AGG LMP (PJM Node 116472951)                             |
| Smethport        | CPPG      | PENELEC | PENELEC_RESID_AGG LMP (PJM Node 116472951)                             |
| Summerhill       | CPPG      | PENELEC | PENELEC_RESID_AGG LMP (PJM Node 116472951)                             |
|                  |           |         |  |
|                  |           |         |  |
| Blakely          | EPPG      | PPL     | PPL RESID AGG LMP (PJM Node 116472953)                                 |
| Catawissa        | EPPG      | PPL     | PPL RESID AGG LMP (PJM Node 116472953)                                 |
| Duncannon        | EPPG      | PPL     | PPL RESID AGG LMP (PJM Node 116472953)                                 |
| Hatfield         | EPPG      | PPL     | PPL RESID AGG LMP (PJM Node 116472953)                                 |
| Lansdale         | EPPG      | PPL     | PPL RESID AGG LMP (PJM Node 116472953)                                 |
| Lehighton        | EPPG      | PPL     | PPL RESID AGG LMP (PJM Node 116472953)                                 |
| Mifflinburg      | EPPG      | PPL     | PPL RESID AGG LMP (PJM Node 116472953)                                 |
| Quakertown       | EPPG      | PPL     | PPL RESID AGG LMP (PJM Node 116472953)                                 |
| Saint Clair      | EPPG      | PPL     | PPL RESID AGG LMP (PJM Node 116472953)                                 |
| Schuylkill Haven | EPPG      | PPL     | PPL RESID AGG LMP (PJM Node 116472953)                                 |
| Watsontown       | EPPG      | PPL     | PPL RESID AGG LMP (PJM Node 116472953)                                 |
| Weatherly        | EPPG      | PPL     | PPL RESID AGG LMP (PJM Node 116472953)                                 |
| Goldsboro        | EPPG      | METED   | AMP-METED LMP (PJM Node 123905781)                                     |
| Kutztown         | EPPG      | METED   | AMP-METED LMP (PJM Node 123905781)  AMP-METED LMP (PJM Node 123905781) |
|                  | EPPG      | METED   | AMP-METED LMP (PJM Node 123905781)  AMP-METED LMP (PJM Node 123905781) |
| Lewisberry       | EPPG      | METED   |  |
| Royalton         | EPPG      | METED   | AMP-METED LMP (PJM Node 123905781)                                     |
|                  | MCCDA     | METO    | MOODA  |
| Coldwater        | MSCPA     | METC/   | MSCPA  |
| Coldwater        | MCCDA     | CONS    | MOCDA  |
| Lilladala        | MSCPA     | METC/   | MSCPA  |
| Hillsdale        | MOODA     | CONS    | MOODA  |
| Marakall         | MSCPA     | METC/   | MSCPA  |
| Marshall         | 140004    | CONS    | MOODA  |
| Clinton          | MSCPA     | ITC     | MSCPA  |
| 11 21            | 11 "      | DI II/E | DEOL DEOLD AGO IMP (DIMA)  |
| Hamilton         | Hamilton  | DUKE    | DEOK_RESID_AGG LMP (PJM Node 1069452904)                               |
| Lebanon          | Lebanon   | DUKE    | DEOK_RESID_AGG LMP (PJM Node 1069452904)                               |
| Georgetown       | George-   | DUKE    | DEOK_RESID_AGG LMP (PJM Node 1069452904)                               |
|                  | town      |         |  |
| Williamstown     | Williams- | DUKE    | WILLIAMSTOWN LMP (PJM Node 128774205)                                  |
|                  | town      |         |  |
| Cannelton, IN    | Cannelton | SIGE    | Cannelton  |

| D II MD          | D !!      | DDI | DEDUKEDEL LAD (D.BAAL L. 045700)           |
|------------------|-----------|-----|--|
| Berlin, MD       | Berlin    | DPL | BERLIN DPL LMP (PJM Node 615760)           |
| Bedford, VA      | Bedford   | AEP | BLUE RIDGE LMP (PJM Node 35024709)         |
| Danville, VA     | Danville  | AEP | BLUE RIDGE LMP (PJM Node 35024709)         |
| Richlands, VA    | Richlands | APS | BLUE RIDGE LMP (PJM Node 35024709)         |
|                  | Front     | APS | BLUE RIDGE LMP (PJM Node 35024709)         |
| Front Royal      | Royal     |     |  |
| Columbus         | Columbus  | AEP | Columbus                                   |
| Ephrata          | Ephrata   | PPL | EPHRATA LMP (PJM Node 51220)               |
| Perkasie         | Perkasie  | PPL | PERKASIE LMP (PJM Node 32711185)           |
|                  |           |     |  |
| New              | West      | APS | NEWMARTINSVILLE-AP LMP (PJM Node 27677108) |
| Martinsville, VA | Virgnia   |     |  |
|                  | West      | APS | PHILPPI-AP LMP (PJM Node 27677107)         |
| Philippi         | Virginia  |     |  |
|                  |           |     |  |
| DEMEC            | N/A       |     |  |
| Glouster         | N/A       |     |  |
| Marshallville    | N/A       |     |  |
| Paducah          | N/A       |     |  |
| Princeton        | N/A       |     |  |
| Shelby           | N/A       |     |  |
| St. Clairsville  | N/A       |     |  |
| Westerville      | N/A       |     |  |
| Wyandotte        | N/A       |     |  |



**TO:** Mayor Tapp and City Council

FROM: Terry Graham

**RE:** Resolution No. 71-2023 (first reading) (submitted by Chief Terry Graham)

DATE: November 14, 2023

### **Subject Matter/Background**

This resolution authorizes a one-year renewal of the Agreement previously executed with the Erie County Sheriff's Office for the provision of emergency dispatch services. This is an automatic renewal under the same terms and conditions unless either party gives at least 60 days' written notice to terminate. The City did not receive written notice of termination from Erie County or the Sheriff's Office (60 days expired on November 1, 2023). Therefore, the contract will renew under the same terms and conditions.

### 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 11:00pm-7:00am shifts. In 2012, the City formalized a two-year regionalized dispatch agreement with the Erie County Sheriff's Office for 24-hour coverage. Since that date, the Chief of Police and Fire Captains have served on the Regional Advisory Board as the City's representatives. The current agreement is set to renew automatically per its terms unless either party give at least 60 days' written notice to terminate.

#### Service Cost for Prior Years

2018 \$ 36,150

2019 - \$ 43,964

2020 - \$ 47,670

2021 - \$ 67,000

2022 - \$102,131

2023 - \$102,131

Although there was a significant increase in 2022, and that same cost is carried forward to 2023, the agreement solidifies the same level of service at a modest 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 \$102,130.82.

#### **Financial Review**

The annual financials are included above. The City can expect no change to the 2024 budget for dispatch services. The General Fund (78%) and Fire Levy Fund (22%) bear the cost of this service.

### **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 placing Resolution No. 71-2023 on its first reading is in order.

Resolution No. 71-2023 Emergency Dispatch Services Renewal.doc Resolution No. 71-2023 Exh A Emergency Dispatch Renewal 2024.pdf

## RESOLUTION NO. 71-2023 Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE AUTOMATIC ONE-YEAR REWEWAL OF AN AGREEMENT WITH THE ERIE COUNTY SHERIFF FOR 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 RENEWAL TERM OF JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

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

SECTION 1. That the automatic one-year renewal of an agreement with the Erie County Sheriff for emergency dispatch services for the City of Huron for the term commencing January 1, 2024 through December 31, 2024 at an annual cost not to exceed One Hundred Two Thousand One Hundred Thirty and 82/100 Dollars (\$102,130.82) is hereby authorized. A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof.

<u>SECTION 2</u>. 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: |                  | _                 |

# 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
- 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

# 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

# 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.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

# 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  | FOR THE CITY   |
|--|--|
| Paul A. Sigsworth  | Matthew Lasko  |
| Erie County Sheriff  | City Manager   |
| APPROVAL AS TO FORM  | APPROVAL AS TO FORM                                      |
| Gerhard R. Gross Erie County Prosecutor's Office Chief Assistant Prosecuting Attorr Civil Division | Seeley Savidge Ebert & Gourash<br>L.P.A.<br>Law Director |
| APPROVAL OF LEGISLATIVE B  | ODY  |
| Patrick Shenigo<br>Erie County Commissioner  |  |
| Matthew Old<br>Erie County Commissioner  |  |
| Stephen Shoffner<br>Erie County Commissioner   |  |

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 Tapp and City Council

FROM: Cory Swaisgood

RE: Resolution No. 72-2023 (first reading) (submitted by Cory Swaisgood)

DATE: November 14, 2023

### **Subject Matter/Background**

Resolution No. 72-2023 requests the Council's authorization to pay the full Bureau of Worker's Compensation premium for the City for the policy period beginning January 1, 2024 and ending on January 1, 2025 in the amount of \$51,152. While the City has the option of making monthly payment, the City will receive a 2% premium refund (\$1,023.24) for making an early payment on or before January 1, 2024 of the full premium. This premium is approximately 4% lower than last year's annual premium (including February True-up) of \$53,280.

### **Premium History**

2020 - \$48,634

2021 - \$45,303

2022 - \$51,092

2023 - \$53,280

#### **Financial Review**

The 2024 premium payment will be proportionately allocated amongst applicable City funds with eligible payroll expenditures, as budgeted for 2024. Any rebates or dividends received from BWC during the year will be receipted into these funds, as well. The majority of the premium is expensed to the General Fund.

### **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 placing Resolution No. 72-2023 on its first reading is in order.

Resolution No. 72-2023 BWC Premium 2024 (1).docx

Resolution No. 72-2023 Exh A BWC Premium Payment Schedule.pdf

## RESOLUTION NO. 72-2023 Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO MAKE AN ANNUAL PREMIUM PAYMENT TO THE BUREAU OF WORKERS COMPENSATION FOR THE POLICY PERIOD JANUARY 1, 2024 THROUGH JANUARY 1, 2025 IN AN AMOUNT NOT TO EXCEED FIFTY-ONE THOUSAND ONE HUNDRED FIFTY-TWO AND 00/100 DOLLARS (\$51,152.00)

WHEREAS, the City Manager has recommended payment of the full annual premium to the Bureau of Workers Compensation for the policy period January 1, 2024 through January 1, 2025 in the amount of Fifty-One Thousand One Hundred Fifty-Two and 00/100 Dollars (\$51,152.00),

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

<u>SECTION 1</u>. That the City Manager is authorized and directed to pay the full premium payment to the Bureau of Worker's Compensation for the policy period of January 1, 2024 through January 1, 2025 in the amount of Fifty-One Thousand One Hundred Fifty-Two and 00/100 Dollars (\$51,152.00); a copy of the annual premium installment schedule is attached hereto as Exhibit "A".

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

<u>SECTION 3</u>. That this Resolution shall be in full force and effect from and immediately after its adoption.

|          |                | Monty Tapp, Mayor |  |
|----------|----------------|-------------------|--|
| ATTEST:  |                |                   |  |
| CI       | erk of Council |                   |  |
| ADOPTED: |                |                   |  |

## Ohio Bureau of Workers' Compensation

30 W. Spring St. Columbus OH 43215-2256 Governor Mike DeWine
Administrator/CEO John Logue

www.bwc.ohio.gov 1-800-644-6292

10/30/2023 Date Mailed #BWNFVSQ

HURON 417 MAIN ST HURON OH 44839-1652

Policy Number: 32205102

Re: 2024 Policy Year Renewal, Notice of Estimated Annual Premium and Workers' Compensation Certificate

Dear Employer:

This letter is a notification of your **Estimated Annual Premium** and **Premium Installment** schedule for the renewal of your workers' compensation policy for the policy year that begins Jan. 1, 2024. This letter includes your certificate of coverage for the upcoming workers' compensation policy year.

This is not a bill; therefore, payment of the first installment is not required at this time. You will receive your first invoice for the 2024 policy year in December. Payment is due by Dec. 21. You have the option to receive a 2% discount by paying the full 12-month estimated annual premium on or before Jan. 3, 2024.

If you would like to request a change in your installment schedule, you will have until Nov. 15, 2023, or your premium installment schedule will remain the same.

#### How to contact us

For any questions related to this letter, your policy, or business operations that might impact your payroll, please visit bwc.ohio.gov, or call us at **1-800-644-6292**.

### E-accounts and policy information

You can view your policy information on our website. To create a BWC e-account, visit <a href="bwc.ohio.gov/login">bwc.ohio.gov/login</a>, then click Create an account. Once you have an e-account, the system will direct you to the My policy page, which provides important information for managing your policy, including your estimated payroll and premium installment schedule. Please visit this page often to make sure your information is accurate and up to date.

Sincerely,

John Logue

Administrator/CEO

### **General Information**

**Payment of premium:** Failure to pay premium by the installment due date will result in a lapse in coverage and penalties. If a claim occurs during this lapsed period, you will be responsible for all claim costs associated with that claim. <u>Pay all installment billings timely to avoid penalties</u>.

**Policy cancellation:** You must notify us in writing if you cancel your policy. When canceling your coverage, you must file a final payroll true-up report. **Important note:** Once you cancel the policy, you may be eligible for a refund. We cannot modify the name on the refund. Before closing your business bank account, we recommend you confirm with us that no additional refunds are in order.

**Change in operations:** If you have a significant change in operations and would like to modify your estimated premium exposure for the upcoming year, call 1-800-644-6292.

### Important dates to remember:

| Date              | Item  |
|-------------------|---|
| November 15, 2023 | Last day to change your premium installment schedule    |
| December 2023     | First installment / invoice mailed for 2024 policy year |
| December 21, 2023 | First installment due for 2024 policy year              |

### **Policy Information**

Policy number: 32205102 Employer name: HURON

Policy period is from January 1, 2024, to January 1, 2025.

Selected installments: 1

Total estimated annual premium: \$51,152.00

### THIS IS NOT A BILL. DO NOT PAY AT THIS TIME. YOU WILL RECEIVE AN INVOICE.

| Installment schedule |             |  |
|----------------------|-------------|--|
| Bill date Amount     |             |  |
| December 01, 2023    | \$51,152.00 |  |



| Breakdown of estimated premium calculation |                                  |                                   |                     |                         |
|--|----------------------------------|-----------------------------------|---------------------|-------------------------|
|  |                                  | (A)                               | (B)                 | (A x B)/100             |
| Class code                                 | Experience modifier (EM)         | Blended rate per<br>\$100 payroll | Estimated payroll   | Estimated premium       |
| 9431                                       | 0.49                             | 1.0566                            | \$4,773,692.00      | \$50,439.00             |
| 9444                                       | 0.49                             | .1106                             | \$645,112.00        | \$713.00                |
| Total estimated annual premium             |                                  |                                   | \$51,152.00         |                         |
|  | For additional rating i account. | nformation, visit w               | ww.bwc.ohio.gov, ar | nd sign in with your e- |

### **Policy Information**

Policy Information for the policy period beginning from 12:01 AM on 01/01/2024 to 12:01 AM on 01/01/2025.

| Policy Number and Employer                              | MCO   |  |
|---|---|--|
| 32205102<br>HURON<br>417 MAIN ST<br>HURON OH 44839-1652 | Minute Men OhioComp<br>3740 Carnegie Ave.<br>CLEVELAND OH 44115 |  |

| Additional Insured's Name and Address | Effective Date | Expiration Date |
|---------------------------------------|----------------|-----------------|
|                                       |                |                 |
|                                       |                |                 |
|                                       |                |                 |

| Individuals Eligible for Elective Coverage |                  |                        |  |
|--|------------------|------------------------|--|
| Individuals Eligible for Elective Coverage | Covered (Yes/No) | Elective Coverage Type |  |
| No Elective Individuals.                   |                  |                        |  |

<sup>\*\*</sup>Please refer to our website for reporting guidelines/requirements.

| Corporate Officer                   | Effective Date | Expiration Date |
|-------------------------------------|----------------|-----------------|
| No officers listed for this policy. |                |                 |

<sup>\*\*</sup>Please refer to our website for reporting guidelines/requirements.

| Employee Class Codes and Descriptions |   |  |
|---------------------------------------|---|--|
| Class Code                            | Class Code Description                                |  |
| 9431                                  | CITY EMPLOYEES: ALL EMPLOYEES & SALESPERSONS, DRIVERS |  |
| 9444                                  | PUBLIC EMPLOYEE CLERICAL AND CLERICAL TELECOMMUTER    |  |

The information noted above is as of 10/28/2023. For the most current information on the policy or to update your account information, please log into your account at www.bwc.ohio.gov. You may also call 1-800-644-6292 to speak with a customer service representative.





**TO:** Mayor Tapp and City Council

FROM: Cory Swaisgood

RE: Resolution No. 73-2023 (first reading) (submitted by Cory Swaisgood)

**DATE:** November 14, 2023

### Subject Matter/Background

Resolution No. 73-2023 requests the Council's authorization to pay the premium for property and casualty insurance to Public Entities Pool of Ohio ("PEP") for the policy period beginning December 1, 2023, and ending November 30, 2024, in the amount of \$105,646.53. The premium paid for the prior policy period was \$98,423.00. The premium increase of approximately \$7,223 (7.34% increase) comes primarily from increasing property and auto values to insured amounts, plus reinsurance rate increases and cyber security insurance. This is a much smaller increase than last year, which was \$15,000.

### **Financial Review**

PEP's premium will be proportionately allocated amongst eligible City funds. The City requested other quotes and all declined due to the inability to be competitive with PEP's quote.

### **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 placing Resolution No. 73-2023 on its first reading is in order.

Resolution No. 73-2023 PEP Property and Liability Premium Invoice (1).docx Resolution No. 73-2023 Exh A PEP Renewal Documents.pdf

### RESOLUTION NO. 73-2023 Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER'S EXECUTION OF THE PROPOSAL AND PAYMENT OF THE ANNUAL PREMIUM TO THE PUBLIC ENTITIES POOL OF OHIO ("PEP") FOR THE POLICY PERIOD DECEMBER 1, 2023 THROUGH NOVEMBER 30, 2024 IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIVE THOUSAND SIX HUNDRED FORTY-SIX AND 53/100 DOLLARS (\$105,646.53).

WHEREAS, the City Manager has recommended payment of the full annual premium to the Public Entities Pool of Ohio ("PEP") for the policy period of December 1, 2023 through November 30, 2024 in the amount of One Hundred Five Thousand Six Hundred Forty-Six and 53/100 (\$105,646.53).

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

SECTION 1. That the City Manager's acceptance of the proposal and payment of the full annual premium to the Public Entities Pool of Ohio ("PEP") for the policy period of December 1, 2023 through November 30, 2024 in the amount of One Hundred Five Thousand Six Hundred Forty-Six and 53/100 Dollars (\$105,646.53) is hereby ratified; a copy of the premium invoice is attached hereto as Exhibit "A".

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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:                |                   |



### PUBLIC ENTITIES POOL OF OHIO Service Center 315 S. Kalamazoo Mall Kalamazoo, MI 49007-4806

### **INVOICE**

October 13, 2023

City of Huron

417 Main Street Huron, OH 44839

| Description                           | Amount  |
|---------------------------------------|---|
| 2023-2024 Anniversary Contribution    | \$109,066.00  |
| PEP Loyalty Credit                    | -\$3,419.47   |
| Annual Contribution Due:              | \$105,646.53  |
|                                       |   |
| balance due:                          | \$  |
| BALANCE DUE (if any options selected) | \$  |
|                                       | 2023-2024 Anniversary Contribution PEP Loyalty Credit  Annual Contribution Due:  by of the optional quotes provided on the coverage lite the additional amount in the space provided balance due: |

Payment due upon receipt



Dear PEP Member,

The PEP Board of Directors is pleased to announce that the Public Entities Pool of Ohio ("PEP") will reward its members with a Loyalty Credit to be applied to members' 2023 annual contribution.

This one-time Loyalty Credit, which will be applied in 2023, is as a result of the continued trust and confidence the membership has shown in PEP. Due to its positive claims experience, an active loss control program, and conservative investment strategies, PEP's reserve funds have grown, allowing PEP to achieve a strong capital position.

With the singular goal of serving its membership, and after consultation with PEP's service providers, the PEP Board of Directors elected to return a portion of its current reserve fund to PEP members. This is an opportunity to allow members to share in the benefits of pooling, and to help smooth out costs to members despite increases in excess insurance rates.

It is your commitment and loyalty that has helped PEP become the premier property and liability program in Ohio, which now serves over 600 Ohio public entities.

Thank YOU for your continued support!

THE PEP BOARD OF DIRECTORS



PUBLIC ENTITES POOL of OHIO 6500 Taylor Road Blacklick, OH 43004

In Recognition of Continued

PEP Loyalty: City of Huron, Erie County Credit: \$3419.47

Non-Negotiable - Loyalty Credit is applied only to 2023 year anniversary invoice

## MARKETING SUMMARY

## City of Huron, Ohio

| CARRIER                  | DESCRIPTION  |
|--------------------------|--|
| PEP                      | Renewal \$105,646 (7.3% Increase)                        |
| Travelers Insurance      | Declined- Not competitive. Quoted 2021- \$145,000        |
| EMC Insurance            | Declined- Not competitive. Verbally \$160,000-\$175,000+ |
| Liberty Mutual Insurance | Declined- Loss ratio.                                    |
| Cincinnati Insurance     | Declined- No longer a market for municipalities.         |



#### PUBLIC ENTITIES POOL OF OHIO Service Center 315 S. Kalamazoo Mall Kalamazoo, MI 49007-4806

October 13, 2023

City of Huron, Erie County 417 Main Street Huron, OH 44839

Dear Member:

I've enclosed your anniversary coverage outline and contribution invoice. To continue your membership and coverage, please return the following items in the enclosed envelope, by or prior to your anniversary date of 12/01/2023:

- Anniversary payment
- Original signed Anniversary Information Acknowledgement form
- Any schedule changes on a separate sheet of paper (required for endorsement)

Once all of the above information has been received, your anniversary agreement will be issued and mailed to you. If you have any questions, please contact your local PEP representative, or call me at 1.888.748.7966, ext. 3136.

As always, it is our pleasure serving you. Thank you for your loyalty to PEP. Together, we will continue to lead the way for Ohio Public Entities.

Sincerely,

Wendy French

undphuch

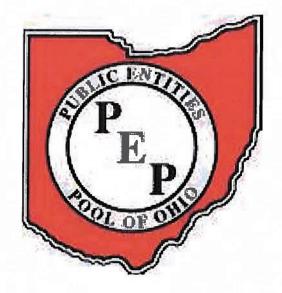
Customer Service Representative

wf/enclosures



## **Anniversary Information Acknowledgement**

| The u  | indersigne          | ed representative of the City of Hi  | aron, Elle County acknowledges that he/she.   |
|--------|---------------------|--|---|
|        | Reviewe<br>applicab | ed the information provided on all F<br>le supplemental applications.  | Public Entities Pool Of Ohio applications and all   |
|        | Reviewe             | ed all applicable property and vehic   | cle schedules.  |
|        | Confirms            |  | that all information provided is complete and   |
|        | increase            | d the optional coverage(s) offered<br>d limits. After consideration of the<br>ity of Huron, Erie County has ele                          | by the Public Entities Pool Of Ohio for coverage(s) offered and the contribution for cted to:   |
|        |                     | Huron, Erie County understands future, it will be subject to Public underwriting guidelines at the timmade in writing. In addition, City | nd any applicable contribution charges. City of<br>that to add increased limits coverage in the<br>Entities Pool Of Ohio's approval and<br>ne of the request and that such request must be<br>of Huron, Erie County will not hold the Public<br>e for this decision to waive optional |
|        |                     | Accept the increased limits:   | (Limit of Liability Accepted)   |
| unde   | rsigned o           | the day of<br>duly authorized officer of the Gov<br>ted below:   | , in the year, by the vernmental Subdivision City of Huron, Erie  |
| Ву:    |                     |  |   |
| Title: |                     |  | _   |
|        |                     | City of Huron, Erie County   |   |
|        |                     | per: 0747  |   |
| Anni   | Jersani D           | ate: 12/01/2023  |   |



### **SUMMARY OF COVERAGES**

FOR

### **City of Huron, Erie County**

PREPARED BY: UIS Insurance & Investments

Burnham & Flower of Ohio

6500 Taylor Road Blacklick, OH 43004 800.748.0554

http://www.pepohio.org

### **ENDORSED BY**











FOR: City of Huron, Erie County

**EFFECTIVE:** 12/01/2023

Broad definition of a "member" which includes:

• Any member of the governing body,

Any member of boards or commissions,

Any elected or appointed official,

Any employee acting within the scope of their employment,

Any volunteer or student who performs a service for you at your request

#### **SUMMARY OF COVERAGE LIMITS**

We will pay those amounts that a member becomes legally obligated to pay as damages, caused by an occurrence to which this Agreement applies:

**Legal Liability for General Liability Claims** 

\$10,000,000 Each occurrence

\$0 Deductible

 Advertising injury, bodily injury, personal injury, or property damage, arising out of your covered operations or premises.

**Legal Liability for Automobile Claims** 

\$10,000,000 Each occurrence

\$0 Deductible

 Ownership, maintenance or use of an automobile in the conduct of your covered operations.

**Legal Liability for Law Enforcement Claims** 

\$10,000,000 Each occurrence

\$2,000 Deductible

 Bodily injury, personal injury or property damage, arising out of your law enforcement operations.

**Public Officials Wrongful Acts** 

\$10,000,000 Each occurrence

\$2,500 Deductible

A public officials wrongful act rendered in discharging duties on your behalf.

**Employment Practices Liability** 

\$10,000,000 Each occurrence

\$2.500 Deductible

• An employment practices wrongful act rendered in discharging duties on your behalf.

No aggregate limit on any major lines of coverage unless indicated in the schedule of benefits.



FOR: City of Huron, Erie County EFFECTIVE: 12/1/2023

### **Property Coverages**

| \$31,597,693       |   |
|--------------------|---|
| \$30,068,193       | \$1,000 Deductible  |
| \$1,529,500        | \$1,000 Deductible  |
|                    | •   |
|                    |   |
| \$255,000          | \$1,000 Deductible  |
|                    | \$33,899,528  |
| \$3,000,000        |   |
| \$25,000           |   |
| \$31.597.693       |   |
| \$1,000            |   |
| <b>\$2,000,000</b> |   |
|                    |   |
| \$25,000           |   |
|                    |   |
|                    |   |
| \$100,000          |   |
| \$1,000            |   |
|                    | \$30,068,193<br>\$1,529,500<br>\$1,143,831<br>\$903,004<br>\$255,000<br>\$3,000,000<br>\$25,000<br>\$31,597,693<br>\$1,000<br>\$3,000,000<br>\$25,000 |



FOR: City of Huron, Erie County EFFECTIVE: 12/1/2023

### **Automobile Coverages**

### Liability

| Legal Liability for Automobile Claims              | \$10,000,000 |
|--|--------------|
| Covered Pollution Cost or Expense for Automobiles  | \$10,000,000 |
| Medical Expenses - Automobile                      | \$5,000      |
| Uninsured and Underinsured Motorist Per Person     | \$100,000    |
| Uninsured and Underinsured Motorist Per Occurrence | \$100,000    |

### **Physical Damage**

| Total Insured Value      | \$3,280,020 |
|--------------------------|-------------|
| Comprehensive Deductible | \$1,000     |
| Collision Deductible     | \$1,000     |

### **Cyber Coverages**

| Cyber Liability                         | \$1,000,000 occ/agg |                     |
|---|---------------------|---------------------|
| Cyber Breach Event Costs per Occurrence | \$250,000           | \$10,000 Deductible |
| Cyber Breach Event Costs Aggregate      | \$250,000           |                     |
| Cyber Crime                             | \$100,000           | \$10,000 Deductible |
| Telecommunications Fraud Per Occurrence | \$25,000            | \$10,000 Deductible |
| Telecommunications Fraud Aggregate      | \$50,000            |                     |
| Post Breach Remediation Costs           | \$5,000             |                     |
| Reward Expenses                         | \$5,000             |                     |
|   |                     |                     |



### City of Huron, Erie County Effective Date: 12/01/2023

| Coverage  | Contribution | Limit of Coverage |
|---|--------------|-------------------|
|   |              |                   |
| General Liability                                     | \$23,593     | \$10,000,000      |
| Automobile Liability                                  | \$3,773      | \$10,000,000      |
| Automobile Physical Damage                            | \$8,636      | \$3,280,020       |
| Law Enforcement Liability                             | \$2,123      | \$10,000,000      |
| Public Officials Wrongful Acts & Employment Practices | \$5,000      | \$10,000,000      |
| Excess Liability                                      | \$16,679     | Included          |
| Property  | \$49,262     | \$33,899,528      |
| Equipment Breakdown                                   | Included     | Included          |
| Employee Dishonesty                                   | \$0          | \$100,000         |

Total Contribution \$109,066

**Increased Limits Options** 

| \$11,000,000 | \$1,210 |
|--------------|---------|
| \$12,000,000 | \$2,359 |
| \$13,000,000 | \$3,440 |



### **NOTICE**

This proposal is an overview of coverages and is merely descriptive and should be used for reference purposes only. Please refer to the coverage document for specific terms, conditions and exclusions. Any questions should be referred to your Account Manager.

### **CONDITIONS**

None



Financial Stability Rating AAA (Unsurpassed)



315 South Kalamazoo Mall Kalamazoo, MI 49007

Wendy French
Ph. 888.748.7966 Ext. 3136
Fax 269.276.4095
Email: wfrench@bfgroup.com

### **LOSS CONTROL**

Public Entity Risk Services of Ohio (PERSO) 6500 Taylor Road, Suite B Blacklick, OH 43004

Mike Boyd
Ph. 866.907.3776
Email: mboyd@persopool.com

#### **CLAIM SERVICE**

Public Entity Risk Services of Ohio (PERSO) 6500 Taylor Road, Suite B Blacklick, OH 43004

> Brad Tucker Ph. 866.907.3776 Fax 614.729.6046

Email: Bradley.Tucker@persopool.com



6500 Taylor Road Blacklick, OH 43004 800.748.0554

http://www.pepohio.org



FOR: City of Huron, Erie County

**EFFECTIV** 12/1/2023

E:

### Legal Defense and Claim Payment Agreement – Schedule of Coverages

| Coverage   | Effective Date | <u>Limit</u>             | <u>Deductible</u> |
|--|----------------|--------------------------|-------------------|
| Legal Liability for Automobile Claims              | 12/1/2023      | \$10,000,000             | \$0               |
| Covered Pollution Cost or Expense for Automobiles  | 12/1/2023      | \$10,000,000             | \$0               |
| Uninsured and Underinsured Motorist Per Person     | 12/1/2023      | \$100,000                | \$0               |
| Uninsured and Underinsured Motorist Per Occurrence | 12/1/2023      | \$100,000                | \$0               |
| Medical Expenses - Automobile                      | 12/1/2023      | \$5,000                  | \$0               |
| Legal Liability for General Liability Claims       | 12/1/2023      | \$10,000,000             | \$0               |
| Active Assailant                                   | 12/1/2023      | See LDCP<br>0500 (01 19) | \$0               |
| Appeal Bonds                                       | 12/1/2023      | Unlimited                | \$0               |
| Bail Bonds   | 12/1/2023      | Unlimited                | \$0               |
| Bonds to Release Property                          | 12/1/2023      | Unlimited                | \$0               |
| Broad Legal Defense Fund                           | 12/1/2023      | \$5,000/\$5,000          | \$0               |
| Claim and Defense Expenses                         | 12/1/2023      | Unlimited                | \$0               |
| Cyber Breach Coverage Aggregate                    | 12/1/2023      | \$250,000                | \$0               |
| Cyber Breach Coverage Per Occurrence               | 12/1/2023      | \$250,000                | \$10,000          |
| Cyber Crime  | 12/1/2023      | \$100,000                | \$10,000          |
| Cyber Liability                                    | 12/1/2023      | \$1,000,000              | \$0               |
|  |                | occ/agg                  |                   |
| Fungi or Bacteria Clean Up                         | 12/1/2023      | \$25,000                 | \$0               |
| Fungi or Bacteria Clean Up Aggregate               | 12/1/2023      | \$50,000                 | \$0               |
| Fungi or Bacteria Injury                           | 12/1/2023      | \$25,000                 | \$0               |
| Fungi or Bacteria Injury Aggregate                 | 12/1/2023      | \$50,000                 | \$0               |
| Good Samaritan                                     | 12/1/2023      | \$10,000,000             | \$0               |
| Medical Expenses - Other than Automobile           | 12/1/2023      | \$5,000                  | \$0               |
| Medical Malpractice                                | 12/1/2023      | \$10,000,000             | \$0               |
| Member Expenses                                    | 12/1/2023      | \$10,000                 | \$0               |
| Moral Obligation to Pay                            | 12/1/2023      | \$2,500                  | \$0               |
| Non-Monetary Relief Defense Expense                | 12/1/2023      | \$50,000                 | \$0               |
| Post-Judgment Interest                             | 12/1/2023      | Unlimited                | \$0               |
| Pre-Judgment Interest                              | 12/1/2023      | Unlimited                | \$0               |
| Stop Gap   | 12/1/2023      | \$10,000,000             | \$0               |
| Telecommunications Fraud Aggregate                 | 12/1/2023      | \$50,000                 | \$0               |
| Telecommunications Fraud Per Occurrence            | 12/1/2023      | \$25,000                 | \$10,000          |
| Pollution Liability Coverage - Pesticides          | 12/1/2023      | \$250,000                | 0                 |
| Public Officials Wrongful Acts                     | 12/1/2023      | \$10,000,000             | \$2,500           |
| Employee Benefit Liability                         | 12/1/2023      | \$2,000,000              | \$1,000           |
| Employment Expense                                 | 12/1/2023      | \$10,000,000             | \$0               |
| Employment Practices Wrongful Acts                 | 12/1/2023      | \$10,000,000             | \$2,500           |

LDCP 0100 Page 1 of 2



FOR: City of Huron, Erie County

**EFFECTIV** 

12/1/2023

E:

## Legal Defense and Claim Payment Agreement – Schedule of Coverages Legal Liability for Law Enforcement Claims 12/1/2023 \$10,000,000 \$2,000

| <u>Endorsements</u>   | <b>Effective Date</b> | <u>Limit</u>                | <u>Deductible</u> |
|---|-----------------------|-----------------------------|-------------------|
| Anti-skid Material Storage and Application                        | 12/1/2023             | \$10,000,000                | \$0               |
| Chlorine  | 12/1/2023             | \$10,000,000                | \$0               |
| Fire Department Pollution Coverage                                | 12/1/2023             | \$500,000                   | \$0               |
| Fire Department Training Activities                               | 12/1/2023             | \$10,000,000                | \$0               |
| Sewer Back-up   | 12/1/2023             | \$1,000,000<br>/\$1,000,000 | \$0               |
| Underground Gasoline, Diesel and Fuel Oil Storage Aggregate       | Tanks12/1/2023        | \$55,000                    | \$0               |
| Underground Gasoline, Diesel and Fuel Oil Storage Each Occurrence | Tanks12/1/2023        | \$55,000                    | \$0               |



## Public Entities Pool Of Ohio City of Huron, Erie County

**Effective Date: 12/01/2023** 

| SECTION   | COVERAGE LIMIT | DEDUCTIBLE |
|---|----------------|------------|
| SECTION III - PROPERTY DAMAGE                                     |                |            |
| Buildings*  | \$30,068,193   | \$1,000    |
| Personal Property*  | \$1,529,500    | \$1,000    |
| Accounts Receivable   | \$250,000      |            |
| Animals   | \$25,000       |            |
| Appearance Allowance  | \$25,000       |            |
| Arson or Theft Reward   | \$10,000       |            |
| Athletic Surfaces   | \$50,000       |            |
| Building or Addition Under Construction                           | \$1,000,000    | \$1,000    |
| Building or Addition Under Construction - Frame Construction Type | Excluded       |            |
| Debris Removal  | \$250,000      |            |
| Decontamination Costs   | \$25,000       |            |
| Electronic Vandalism  | \$250,000      |            |
| Equipment Rental Reimbursement                                    | \$250,000      |            |
| Errors or Omissions   | \$500,000      |            |
| Expediting Expenses   | \$250,000      |            |
| Fine Arts - Unscheduled   | \$25,000       |            |
| Fire Department Service Charge                                    | Actual Cost    |            |
| Fire Extinguishing Systems  | Actual Cost    |            |
| Fire Hydrants (Unscheduled)                                       | \$10,000       |            |
| Golf Course Sand Traps, Tee and Greens                            | 10,000/250,000 |            |
| Green Coverage  | \$100,000      |            |
| Guide Rails   | \$10,000       |            |
| Land and Water Cleanup Expense                                    | \$10,000       |            |
| Locks and Keys  | \$25,000       |            |
| Money and Securities  | \$25,000       |            |

Page 1 of 7

GPA 0600 (01-19)

### Public Entities Pool Of Ohio City of Huron, Erie County

| SECTION   | COVERAGE LIMIT | DEDUCTIBLE  |
|---|----------------|-------------|
| New Generation  | \$10,000       |             |
| Newly Constructed or Acquired Property                  | \$2,000,000    | \$1,000     |
| Off-Premises Service Interuption Property Damage        | \$25,000       | , , , , , , |
| Off-Premises Storage - Property Under Construction      | \$10,000       |             |
| Ordinance or Law  | \$500,000      |             |
| Outdoor Signs   | \$10,000       |             |
| Outdoor Trees and Shrubs                                | 10,000/250,000 |             |
| Parking Meters and Charging Stations                    | \$5,000        |             |
| Personal Prop Not at a Covered Location                 | \$50,000       |             |
| Personal Property at Newly Acquired or Leased Locations | \$1,000,000    | \$0         |
| Personal Property of Others                             | \$250,000      | \$1,000     |
| Pollution Cleanup Expense                               | \$100,000      | i           |
| Professional Fees                                       | \$5,000        |             |
| Property Removed from a Covered Location                | \$250,000      |             |
| Protection and Preservation of Property                 | \$250,000      |             |
| Terrorism   | See GPA 0780   | \$0         |
| Transit Coverage  | \$100,000      |             |
| Underground Fiber Optic Cable                           | \$10,000       |             |
| Underground Lines                                       | \$1,000,000    |             |
| Unscheduled Misc Property                               | \$10,000       |             |
| Unscheduled Playground Equipment                        | \$25,000       |             |
| Unscheduled Property in the Open                        | \$100,000      | \$1,000     |
| Valuable Papers and Records                             | \$250,000      |             |
| Water and Sewer Backup                                  | \$100,000      |             |
|   |                |             |

## Public Entities Pool Of Ohio City of Huron, Erie County

| SECTION  | COVERAGE LIMIT   | DEDUCTIBLE |
|--|------------------|------------|
| OFOTION BY TIME FI FMENT                       |                  |            |
| SECTION IV - TIME ELEMENT                      | Maximum 20 days  |            |
| Civil Authority                                | Maximum 30 days  |            |
| Civil Authority                                | \$25,000         |            |
| Computer Systems and Non-physical Damage       | \$10,000         |            |
| Contingent Tax Revenue Interruption            | \$25,000         |            |
| Contingent Time Element                        | \$10,000         |            |
| Earnings During Protection/Preservation        | \$25,000         |            |
| Expenses to Reduce Loss                        | \$25,000         |            |
| Extended Earnings, Extra Expense and Cost      | \$50,000         |            |
| Extended Gross Eamings, Extra Expense and Cost | Maximum 180 days |            |
| Extended Period of Coverage                    | \$25,000         |            |
| Extra Expense and Cost                         | \$250,000        |            |
| Gross Earnings                                 | \$250,000        |            |
| Leasehold Interest                             | \$10,000         |            |
| Rental Coverage                                | \$10,000         |            |
| Soft Costs                                     | \$5,000          |            |
| Storm Debris Removal                           | \$5,000          |            |

## Public Entities Pool Of Ohio City of Huron, Erie County

| SECTION                                     | COVERAGE LIMIT                             | DEDUCTIBLE   |
|---|--|--------------|
| SECTION V - EQUIPMENT BREAKDOWN             |  |              |
| Total Limit per one Breakdown*              | \$31,597,693                               | See GPA 0644 |
| Power Generating Equipment                  | Excluded                                   |              |
| Civil Authority                             | \$25,000                                   |              |
| Data or Media                               | \$250,000                                  |              |
| Defense                                     | Unlimited                                  |              |
| Dependent Properties                        | \$25,000                                   |              |
| Earnings                                    | \$100,000                                  |              |
| Electrical Surge and Electrical Disturbance | \$100,000                                  |              |
| Error in Description                        | \$500,000                                  |              |
| Expediting Expenses                         | \$250,000                                  |              |
| Extended Earnings and Extra Expense         | \$100,000                                  |              |
| Extra Expense                               | \$100,000                                  |              |
| Green Alternatives                          | \$100,000                                  |              |
| Hazardous Substance                         | \$100,000                                  |              |
| New Generation                              | \$10,000                                   |              |
| Newly Acquired Locations                    | \$2,000,000                                |              |
| Off Premises Equipment                      | \$50,000                                   |              |
| Ordinance or Law                            | \$500,000                                  |              |
| Refrigerant Contamination                   | \$100,000                                  |              |
| Service Interruption                        | \$100,000                                  |              |
| Spoilage                                    | Included with Refrigerant<br>Contamination |              |
| Water Damage                                | \$100,000                                  |              |
| SECTION VI - CRIME                          |  |              |
| Crime                                       | \$100,000                                  | \$1,000      |
| Computer Fraud and Funds Transfer           | \$100,000                                  | \$1,000      |
| Employee Theft - Per Employee               | \$100,000                                  | \$1,000      |
| Employee Theft - Per Loss                   | \$100,000                                  | \$1,000      |
| Forgery or Alteration                       | \$100,000                                  | \$1,000      |
| nside Premises - Robbery or Safe Burglary   | \$100,000                                  | \$1,000      |
| Money Orders and Counterfeit Money          | \$100,000                                  | \$1,000      |
| Outside Premises                            | \$100,000                                  | \$1,000      |
| Theft, Disappearance, Destruction of Money  | \$100,000                                  | \$1,000      |
|   |  |              |

## Public Entities Pool Of Ohio City of Huron, Erie County

| SECTION                                  | COVERAGE LIMIT | DEDUCTIBLE |
|--|----------------|------------|
| SECTION VII - AUTOMOBILE PHYSICAL DAMAGE |                |            |
| Airbags                                  | \$5,000        |            |
| Commandeered Property                    | \$250,000      |            |
| Emergency Response Automobile            | \$25,000       |            |
| Freezing of Equipment Coverage           | \$25,000       |            |
| Hired Automobile Physical Damage         | \$50,000       |            |
| Lease Gap                                | \$25,000       |            |
| Not At Fault Collision Deductible Waiver | \$2,500        |            |
| Personal Automobile (Deductible)         | Actual Cost    |            |
| Property in an Unattended Auto           | \$1,000        |            |
| Recertification                          | Actual Cost    |            |
| Rental Automobile Agreement              | \$10,000       |            |
| Rental Reimbursement Aggregate           | \$100,000      |            |
| Rental Reimbursement Per Day             | \$1,000        |            |
| Roadside Assistance                      | \$5,000        |            |
| Temporary Substitute Automobile          | \$2,500        |            |
| Terrorism                                | See GPA 0780   |            |

## Public Entities Pool Of Ohio City of Huron, Erie County

| SECTION   | COVERAGE LIMIT     | DEDUCTIBLE |
|---|--------------------|------------|
| SECTION VIII - EARTH MOVEMENT   |                    |            |
| Earthquake  | \$3,000,000        | \$25,000   |
| Earth Movement Accounts Receivable  | \$250,000          |            |
| Earth Movement Animals  | \$25,000           |            |
| Earth Movement Athletic Surfaces  | \$50,000           | \$1,000    |
| Earth Movement Debris Removal   | \$250,000          |            |
| Earth Movement Decontamination Costs                                      | \$25,000           |            |
| Earth Movement Expediting Expense   | \$250,000          |            |
| Earth Movement Fine Arts - Unscheduled                                    | \$25,000           |            |
| Earth Movement Fire Department Service Charge                             | Actual Cost        |            |
| Earth Movement Fire Extinguishing Systems                                 | <b>Actual Cost</b> |            |
| Earth Movement Green Coverage   | \$100,000          |            |
| Earth Movement Locks and Keys   | \$25,000           |            |
| Earth Movement Money and Securities                                       | \$25,000           |            |
| Earth Movement Off-Premises Service Interruption Property Damage          | \$25,000           |            |
| Earth Movement Off-Premises Storage - Property Under Construction         | \$10,000           |            |
| Earth Movement Ordinance or Law   | \$500,000          |            |
| Earth Movement Outdoor Signs  | \$10,000           |            |
| Earth Movement Parking Meters and Charging Stations                       | \$5,000            |            |
| Earth Movement Personal Prop Not at a Covered Location                    | \$50,000           | \$1,000    |
| Earth Movement Personal Property at Newly Acquired or<br>Leased Locations | \$1,000,000        |            |
| Earth Movement Professional Fees  | \$5,000            |            |
| Earth Movement Property Removed from a Covered Location                   | \$250,000          |            |
| Earth Movement Protection and Preservation of Property                    | \$250,000          |            |
| Earth Movement Transit Coverage   | \$100,000          |            |
| Earth Movement Unscheduled Misc Property                                  | \$10,000           |            |
| Earth Movement Unscheduled Playground Equipment                           | \$25,000           |            |
| Earth Movement Valuable Papers and Records                                | \$250,000          |            |

# Public Entities Pool Of Ohio City of Huron, Erie County Effective Date: 12/01/2023

| SECTION  | COVERAGE LIMIT | DEDUCTIBLE |
|--|----------------|------------|
| SECTION IX - FLOOD   |                |            |
| Flood  | \$3,000,000    | \$25,000   |
| Flood Accounts Receivable  | \$100,000      |            |
| Flood Animals  | \$25,000       |            |
| Flood Athletic Surfaces  | \$50,000       |            |
| Flood Debris Removal   | \$250,000      |            |
| Flood Decontamination Costs                                      | \$25,000       |            |
| Flood Expediting Expenses  | \$250,000      |            |
| Flood Fine Arts - Unscheduled                                    | \$5,000        |            |
| Flood Fire Department Service Charge                             | Actual Cost    |            |
| Flood Fire Extinguishing Systems                                 | Actual Cost    |            |
| Flood Green Coverage   | \$100,000      |            |
| Flood Locks and Keys   | \$25,000       |            |
| Flood Money and Securities                                       | \$25,000       |            |
| Flood Off-Premises Service Interuption Property Damage           | \$25,000       |            |
| Flood Off-Premises Storage - Property Under Construction         | \$10,000       |            |
| Flood Ordinance or Law   | \$500,000      |            |
| Flood Outdoor Signs  | \$10,000       |            |
| Flood Parking Meters and Charging Stations                       | \$5,000        |            |
| Flood Personal Prop Not at a Covered Location                    | \$25,000       |            |
| Flood Personal Property at Newly Acquired or Leased<br>Locations | \$1,000,000    |            |
| Flood Professional Fees  | \$5,000        |            |
| Flood Property Removed from a Covered Location                   | \$250,000      |            |
| Flood Protection and Preservation of Property                    | \$250,000      |            |
| Flood Transit Coverage   | \$10,000       |            |
| Flood Unscheduled Misc Property                                  | \$10,000       |            |
| Flood Unscheduled Playground Equipment                           | \$25,000       |            |
| Flood Valuable Papers and Records                                | \$100,000      |            |



City of Huron, Erie County

Effective Date:

12/01/2023

Printed on:

| Location Description   | Area                              | ≢ of<br>Firs | Auto<br>Spkir | Year<br>Bulk | Year<br>Reno | Con<br>Code    | Pro<br>Class | Equip<br>Break | FL    | EQ | Bla<br>Lin |
|--|-----------------------------------|--------------|---------------|--------------|--------------|----------------|--------------|----------------|-------|----|------------|
|  |                                   |              |               |              |              | 21 <u>11</u> 2 |              |                |       |    |            |
|  | Value                             |              |               | Valuation    |              |                |              | Deduc          | tible |    |            |
| EDP - Hardware   | \$255,000                         |              |               |              | RC           | 11104110       |              | S              | 1,000 |    |            |
| Miscellaneous Property   | \$903,004                         |              |               |              | RC           |                |              |                | 1,000 |    |            |
| Scheduled Miscellaneous Property Unscheduled   | \$1,143,831 RC                    |              |               |              |              |                | 1,000        |                |       |    |            |
| Total Location TIV   | \$2,301,835                       |              |               |              |              |                |              |                |       |    |            |
| - 1 417 Main Street<br>luron, OH 44839<br>City Hall/Fire Dept., Signage, Flagpole, Fencing<br>Lighting | 19350                             | 1            |               | 1974         |              | 4              | 5            | Y              | Y     | Y  | Y          |
| = 7  | Value                             |              |               | Val          | uation       |                |              | Deduc          | tibje |    |            |
| Building   | \$4,941,941                       |              |               |              | RC           |                |              | \$1            | 1,000 |    |            |
|  |                                   |              |               |              |              |                | \$1,000      |                |       |    |            |
| Personal Property  | \$1,088,000                       |              |               |              |              |                |              | \$1            | ,000  |    |            |
| Personal Property  Total Location TIV  | \$1,088,000<br><b>\$6,029,941</b> |              |               |              |              |                |              | \$1            | 000,1 |    |            |
|  |                                   |              | 12            | <u>-2</u>    |              |                |              | <b>\$</b> 1    | 000,1 |    |            |
| Total Location TIV   |                                   | *1           | 2             | 1990         |              | 3              | 5            | \$1<br>Y       | Y     | Y  |            |
| Total Location TIV - 2 417 Main Street   | \$6,029,941                       | 1            | 2             | 1990         |              | 3              | 5            | -              | _     | Y  | Υ          |
| - 2 417 Main Street<br>uron, OH 44839  | \$6,029,941                       | 1            | 12            |              | uation       | 3              |              | -              | Y     | Y  | Y          |
| - 2 417 Main Street<br>uron, OH 44839  | \$6,029, <b>941</b>               | 1            |               |              | Jation<br>RC | 3              |              | Y              | Y     | Y  | Y          |



City of Huron, Erie County

Effective Date:

12/01/2023

Printed on:

| Location Description                                 | Area        | # of<br>Firs | Auto<br>Spkir | Year<br>Built | Year<br>Reno | Con<br>Code | Pro<br>Class | Equip<br>Break | FL    | EQ  | Blani<br>Limi |
|--|-------------|--------------|---------------|---------------|--------------|-------------|--------------|----------------|-------|-----|---------------|
| 1 - 3 417 Main Street                                |             |              |               |               |              | 20          | 21           | 1221           | 22    | 520 |               |
| Huron, OH 44839                                      | 1           | 1            |               | 1995          |              | 3           | 5            | Y              | Y     | Υ   | Y             |
| Fire Department Radio Tower #2                       |             |              | -             |               |              | Š.          |              |                | - 6   |     |               |
|  | Value       |              |               | Va            | luation      |             |              | Deduc          | tible |     |               |
| Building   | \$143,576   |              |               | RC            |              |             |              | \$1            |       |     |               |
| Total Location TIV                                   | \$143,576   |              |               |               |              |             |              |                |       |     |               |
| 2 - 1 Boat Basin-330 North Main Street               |             |              |               |               |              |             |              |                |       |     |               |
| Huron, OH 44839                                      | 16000       | 1            |               | 2000          |              | 1           | 5            | Y              | Y     | Y   | Y             |
| Docks  |             | -200         | -             |               |              | -           |              |                |       | _   |               |
|  | Value       |              |               | Va            | luation      |             |              | Deduc          | tible |     |               |
| Building   | \$1,463,685 |              |               |               | RC           | ;           |              | \$1            |       |     |               |
| Total Location TIV                                   | \$1,463,685 |              |               |               |              |             |              |                |       |     |               |
| 2 - 2 Boat Basin-330 North Main Street               |             |              |               |               |              |             |              |                |       |     |               |
| Huron, OH 44839                                      | 3800        | 2            |               | 2000          |              | 1           | 5            | Y              | Y     | Y   | Y             |
| Clubhouse Rec Building, Flagpole, Signage & Lighting |             |              |               |               |              | -22         |              |                |       |     |               |
|  | Value       |              |               | Va            | luation      |             |              | Deduc          | tible |     |               |
| Building   | \$1,349,722 |              |               |               | RC           | ;           |              | \$             | 1,000 |     |               |
| Personal Property                                    | \$64,000    |              |               |               |              |             |              | \$             | 1,000 |     |               |
| Total Location TIV                                   | \$1,413,722 |              |               |               |              |             |              |                |       |     |               |



City of Huron, Erie County

Effective Date:

12/01/2023

Printed on:

| Location Description                   | Area            | # of<br>Firs | Auto<br>Spkir | Year<br>Built | Year<br>Reno | Code | Pro<br>Class | Equip<br>Break | FL    | EQ | Blan<br>Lim |
|--|-----------------|--------------|---------------|---------------|--------------|------|--------------|----------------|-------|----|-------------|
| 2 - 3 Boat Basin-330 North Main Street |                 |              |               |               |              |      |              |                |       |    |             |
| Huron, OH 44839                        | 9375            | 1            |               | 2000          |              | 6    | 5            | Y              | Y     | Y  | Υ           |
| Amphitheater                           |                 |              |               |               |              |      |              |                |       |    |             |
|  | Value           |              |               | Val           | uation       |      |              | Deduct         | tible |    |             |
| Building                               | \$261,667       |              | RC \$1        |               |              |      | ,000         |                |       |    |             |
| Total Location TIV                     | \$261,667       |              |               |               |              |      |              |                |       |    |             |
| 2 - 4 Boat Basin-330 North Main Street |                 |              |               |               | 18           |      |              |                |       |    |             |
| Huron, OH 44839                        | 960             | 1            |               | 1977          |              | 2    | 5            | Υ              | Υ     | Υ  | Υ           |
| Office & Restrooms                     |                 |              |               |               | -            |      |              |                |       |    |             |
|  | Value           |              |               | Val           | uation       |      |              | Deduct         | ible  |    |             |
| Building                               | \$89,388        |              |               |               | RC           |      |              | \$1            | ,000  |    |             |
| Personal Property                      | \$5,000         |              |               |               |              |      |              | \$1.           | ,000  |    |             |
| Total Location TIV                     | \$94,388        |              |               |               |              |      |              |                |       |    |             |
| 2 - 5 Boat Basin-330 North Main Street |                 |              |               |               |              |      |              |                |       |    |             |
| Huron, OH 44839<br>2 Picnic Areas      | 500             | 0            |               | 1998          |              | 2    | 5            | Y              | Y     | Y  | Y           |
|  | Value Valuation |              |               |               |              |      | Deducti      | ble            | 143   |    |             |
| Building                               | \$13,941        |              |               |               | RC           |      |              | \$1,           | 000   |    |             |
| Personal Property                      | \$2,500         |              |               |               |              |      |              | \$1,           | 000   |    |             |
| Total Location TIV                     | \$16,441        |              |               |               |              |      |              |                |       |    |             |



City of Huron, Erie County

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| Location Description                                      | Area      | # of<br>Firs | Auto<br>Spkir | Year<br>Built | Year<br>Reno | Con<br>Code | Pro<br>Class | Equip<br>Break | FL    | EQ   | Blani<br>Limit |
|---|-----------|--------------|---------------|---------------|--------------|-------------|--------------|----------------|-------|------|----------------|
| 2 - 6 Boat Basin-330 North Main Street<br>Huron, OH 44839 | 0         | 1            |               | 2016          |              | 1           | 5            | Y              | Y     | Y    | Y              |
| Clock Tower   |           |              |               |               |              | 2           |              |                |       |      |                |
|   | Value     |              |               | Va            | luation      |             |              | Deduct         | tible |      |                |
| Building  | \$90,157  |              |               |               | RC           |             |              | \$1            | ,000  |      |                |
| Total Location TIV  | \$90,157  |              |               |               |              |             |              |                |       |      |                |
| 3 - 1 Andrew L. Fabens Memorial Park-One<br>Fabens Way    | 15.47.57  |              |               |               |              |             |              |                |       |      |                |
| Huron, OH 44839   | 0         | 0            |               | 1990          |              | 2           | 5            | Y              | Y     | Y    | Y              |
| Fencing, Lighting & Tennis Courts                         |           |              |               |               |              | _           |              |                |       |      |                |
|   | Value     |              |               | Va            | luation      |             |              | Deduc          | tible | 1100 | 1              |
| Building  | \$891,204 |              |               |               | RC           | - 1         |              | \$1            | 000,1 |      |                |
| Total Location TIV  | \$891,204 |              |               | П             |              |             |              |                |       |      |                |
| 3 - 2 Andrew L. Fabens Memorial Park-One<br>Fabens Way    |           |              |               |               |              |             |              |                |       |      |                |
| Huron, OH 44839   | 740       | 1            |               |               |              | 2           | 5            | Υ              | Y     | Y    | Y              |
| Restroom Concession                                       |           |              |               | _             |              |             |              | -              |       | -    | S.             |
|   | Value     |              |               | Va            | luation      |             |              | Deduc          | tible |      |                |
| Building  | \$53,852  |              |               |               | RC           |             |              | \$1            | 1,000 |      |                |
| Personal Property   | \$10,000  |              |               |               |              |             |              | \$1            | 1,000 |      |                |
| Total Location TIV  | \$63,852  |              |               |               |              |             |              |                |       |      |                |



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|  |           |              | 7.0           |               |              |             |              |                |        |    |            |  |
|--|-----------|--------------|---------------|---------------|--------------|-------------|--------------|----------------|--------|----|------------|--|
| Location Description                                   | Area      | # of<br>Firs | Auto<br>Spkir | Year<br>Built | Year<br>Reno | Con<br>Code | Pro<br>Class | Equip<br>Break | FL     | EQ | Bla<br>Lin |  |
| 3 - 3 Andrew L. Fabens Memorial Park-One<br>Fabens Way |           |              | ***           |               |              |             |              |                |        |    |            |  |
| Huron, OH 44839  | 0         | 0            |               |               |              | 2           | 5            | Y              | Y      | Y  | Y          |  |
| (6) Six Dugouts  |           |              |               |               |              | 25.67       | 1304         | 188            |        |    | - 12       |  |
| - W  | Value     |              |               | Va            | luation      |             | Deductible   |                |        |    |            |  |
| Building   | \$51,528  | RC           |               |               |              |             | \$1,000      |                |        |    |            |  |
| Total Location TIV                                     | \$51,528  |              |               |               |              |             |              |                |        |    |            |  |
| 3 - 4 Andrew L. Fabens Memorial Park-One<br>Fabens Way |           |              |               |               |              |             |              |                |        |    |            |  |
| Huron, OH 44839  | 0         | 0            |               | 2000          |              | 2           | 5            | Υ              | Υ      | Y  | Y          |  |
| Batting Cages  | 7         |              |               |               |              |             | 920-         |                |        |    |            |  |
|  | Value     |              |               | Val           | uation       |             |              | Deduct         | ible   |    |            |  |
| Building   | \$27,882  |              |               |               | RC           |             |              | \$1            | ,000   |    |            |  |
| Total Location TIV                                     | \$27,882  |              |               |               |              |             |              |                |        |    |            |  |
| 3 - 5 Andrew L. Fabens Memorial Park-One<br>Fabens Way |           |              |               |               |              |             |              |                |        |    |            |  |
| Huron, OH 44839  | 0         | 0            |               | 2012          |              | 2           | 5            | Y              | Y      | Y  | Υ          |  |
| Playground Equipment                                   |           | )123         |               |               |              | 5,000       |              |                | stile! |    |            |  |
|  | Value     |              | Valuation     |               |              |             |              | Deductible     |        |    |            |  |
| Building   | \$107,199 |              |               |               | RC           |             |              | \$1,           | 000    |    |            |  |
| Total Location TIV                                     | \$107,199 |              |               |               |              |             |              |                |        |    |            |  |



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| Location Description                                   | Area      | # of<br>Firs | Auto<br>Spkir | Year<br>Built | Year<br>Reno | Con<br>Code | Pro<br>Class | Equip<br>Break | FL    | EQ | Blan<br>Limi |  |
|--|-----------|--------------|---------------|---------------|--------------|-------------|--------------|----------------|-------|----|--------------|--|
| 3 - 6 Andrew L. Fabens Memorial Park-One<br>Fabens Way |           |              |               |               |              |             |              |                |       |    |              |  |
| rabens vvay<br>Huron, OH 44839                         | 1500      | 0            |               | 1997          |              | 2           | 5            | Y              | Y     | Y  | Y            |  |
| 3 Picnic Areas   |           |              | -             |               |              |             |              | /4-            |       |    |              |  |
|  | Value     |              |               | Va            | luation      |             |              | Deduc          | eldii |    |              |  |
| Building   | \$41,824  |              | RC            |               |              |             |              | \$1            |       |    |              |  |
| Personal Property                                      | \$5,000   |              |               |               |              |             |              | \$1            | ,000  |    |              |  |
| Total Location TIV                                     | \$46,824  |              |               |               |              |             |              |                |       |    |              |  |
| 3 - 7 Andrew L. Fabens Memorial Park-One<br>Fabens Way |           |              |               |               |              |             |              |                |       |    |              |  |
| Huron, OH 44839  | 200       | 0            |               | 1990          |              | 1           | 5            | Y              | Y     | Y  | Y            |  |
| Storage Shed   |           |              |               |               | -            |             |              |                |       |    |              |  |
|  | Value     |              |               | Va            | luation      |             |              | Deduc          | tible |    |              |  |
| Building   | \$14,625  |              |               |               | RC           | ;           |              | \$             | 1,000 |    |              |  |
| Personal Property                                      | \$10,000  |              |               |               |              |             |              | \$1            | ,000  |    |              |  |
| Total Location TIV                                     | \$24,625  |              |               |               |              |             |              |                |       |    |              |  |
| 3 - 8 Andrew L. Fabens Memorial Park-One<br>Fabens Way |           |              |               |               |              |             |              |                |       |    |              |  |
| Huron, OH 44839  | 3800      | 1            |               | 2018          |              | 1           | 5            | Y              | Y     | Υ  | Y            |  |
| Open Pavilion & Tables                                 |           |              |               | · · · · ·     | -            |             | _            |                |       |    | 350          |  |
|  | Value     |              |               | Va            | luation      |             |              | Deductible     |       |    |              |  |
| Building   | \$313,612 |              |               |               | RO           | :           |              | \$1,000        |       |    |              |  |
| Total Location TIV                                     | \$313,612 |              |               |               |              |             |              |                |       |    |              |  |



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| Location Description  | Area         | # of<br>Firs | Auto<br>Spkir | Year<br>Built | Year<br>Reno | Con<br>Code | Pro<br>Class   | Equip<br>Break | FL    | EQ | Blar<br>Lim |
|---|--------------|--------------|---------------|---------------|--------------|-------------|----------------|----------------|-------|----|-------------|
| 4 - 1 500 Cleveland Road West/10 Waterworks<br>Drive                      |              |              |               |               |              |             |                |                |       |    |             |
| Huron, OH 44839<br>Water Treatment Plant, Bollards, Flagpole &<br>Fencing | 20118        | 2            |               | 1957          |              | 6           | 5              | Y              | Y     | Y  | Y           |
|   | Value        |              |               | Val           | luation      |             | and the second | Deduct         | tible |    |             |
| Building  | \$10,679,321 |              |               |               | RC           |             |                | \$1            | ,000  |    |             |
| Personal Property   | \$35,000     |              |               |               |              |             |                | \$1            | ,000  |    |             |
| Total Location TIV  | \$10,714,321 |              |               |               |              |             |                |                |       |    |             |
| 4 - 2 500 Cleveland Road West/10 Waterworks<br>Drive                      |              |              | 130           |               |              |             | Ī              |                |       |    |             |
| Huron, OH 44839   | 12000        | 1            |               | 1997          |              | 3           | 5              | Y              | Y     | Y  | Y           |
| SVC Complex   |              | _            |               |               | -            |             |                |                |       |    | 8           |
|   | Value        |              |               | Val           | uation       |             |                | Deduct         | ible  |    |             |
| Building  | \$1,457,009  |              |               |               | RC           |             |                | \$1            | ,000  |    |             |
| Personal Property   | \$252,000    |              |               |               |              |             |                | \$1            | .000  |    |             |
| Total Location TIV  | \$1,709,009  |              |               |               |              |             |                |                |       |    |             |
| 4 - 3 500 Cleveland Road West/10 Waterworks<br>Drive                      |              |              |               |               |              |             |                |                |       |    |             |
| Huron, OH 44839   | 800          | 0            |               | 1980          |              | 5           | 5              | Y              | Y     | Υ  | Y           |
| Salt Shed   |              |              |               | -5 8          | 70           | _           | 15             | -              |       |    |             |
|   | Value        |              |               | Val           | uation       |             |                | Deducti        | ble   |    |             |
| Building  | \$88,568     |              |               |               | RC           |             |                | \$1,           | 000   |    |             |
| Personal Property   | \$1,000      |              |               |               |              |             |                | \$1.           | 000   |    |             |
| Total Location TIV  | \$89,568     |              |               |               |              |             |                |                |       |    |             |



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| Location Description                   | Area        | # of<br>Firs | Auto<br>Spkir | Year<br>Built | Year<br>Reno | Con<br>Code | Pro<br>Class | Equip<br>Break | FL    | EQ  | Blan<br>Limi |
|--|-------------|--------------|---------------|---------------|--------------|-------------|--------------|----------------|-------|-----|--------------|
| 5 - 1 Oklahoma Park-50 Wilder Avenue   |             |              |               |               |              |             | Ш            | 5              |       |     |              |
| Huron, OH 44839                        | 250         | 1            |               | 1988          |              | 1           | 5            | Y              | Υ     | Y   | Y            |
| Picnic Shelter                         |             |              |               |               |              | - 177       |              |                | -     |     |              |
|  | Value       |              |               | Va            | luation      |             |              | Deduc          | tible |     |              |
| Building                               | \$38,679    |              |               |               | RC           |             |              | \$1            | ,000  |     |              |
| Total Location TIV                     | \$38,679    |              |               |               |              |             |              |                |       |     |              |
| 5 - 2 Oklahoma Park-50 Wilder Avenue   |             |              |               |               |              |             |              |                |       |     |              |
| Huron, OH 44839                        | 0           | 0            |               | 2010          |              | 2           | 5            | Y              | Y     | Y   | Y            |
| Playground Equipment                   |             |              | 150           |               | 270          |             |              |                |       |     |              |
|  | Value       |              |               | Va            | luation      |             |              | Deduc          | tible |     |              |
| Building                               | \$20,911    |              |               |               | RC           | : =         |              | \$1            | ,000  |     |              |
| Total Location TIV                     | \$20,911    |              |               |               |              |             |              |                |       | - 2 |              |
| 6 - 1 Sawmill Parkway                  |             |              |               |               |              |             |              |                |       |     |              |
| Huron, OH 44839                        | 1           | 1            |               | 1970          |              | 3           | 5            | Y              | Y     | Y   | Υ            |
| Water Tower - 400,000 Gallon & Fencing |             |              |               |               |              | _           |              |                |       |     | 1001         |
|  | Value       |              | 2100          | Va            | luation      |             |              | Deduc          | tible |     |              |
| Building                               | \$1,847,933 |              |               |               | RC           |             |              | \$1            | ,000  |     |              |
| Total Location TIV                     | \$1,847,933 |              |               |               |              |             |              |                |       |     |              |



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| Location Description                   | Area        | # of<br>Firs | Auto<br>Spkir | Year<br>Built | Year<br>Reno | Con<br>Code | Pro<br>Class | Equip<br>Break | FL    | EQ | Blan<br>Limi |
|--|-------------|--------------|---------------|---------------|--------------|-------------|--------------|----------------|-------|----|--------------|
| 7 - 1 Cleveland Road East              |             |              |               |               |              |             | 10           |                |       |    |              |
| Huron, OH 44839                        | 1           | 1            |               | 1960          |              | 3           | 5            | Y              | Y     | Y  | Y            |
| Water Tower - 500,000 Gallon & Fencing |             |              |               |               |              |             |              |                |       |    |              |
|  | Value       |              |               | Va            | luation      |             |              | Deduct         | lible |    |              |
| Building                               | \$2,143,097 |              |               |               | RC           |             |              | \$1            | ,000  |    |              |
| Total Location TIV                     | \$2,143,097 |              |               |               |              |             |              | 157            |       |    |              |
| 8 - 1 Lakefront Park-310 Park Street   |             |              | HK            |               |              |             |              |                |       |    | (1)          |
| Huron, OH 44839                        | 400         | 0            |               | 1995          |              | 2           | 5            | Y              | Y     | Y  | Y            |
| Restrooms                              |             |              |               |               |              |             |              |                |       |    |              |
|  | Value       |              |               | Val           | uation       |             |              | Deduct         | ible  |    |              |
| Building                               | \$62,736    |              |               |               | RC           |             |              | \$1            | ,000  |    |              |
| Total Location TIV                     | \$62,736    |              |               |               | 15000        |             |              |                |       |    |              |
| 8 - 2 Lakefront Park-310 Park Street   |             |              |               |               |              |             |              |                | -     | 72 |              |
| Huron, OH 44839                        | 500         | 0            |               | 1999          |              | 1           | 5            | Y              | Υ     | Y  | Υ            |
| Gazebo                                 |             |              |               |               | 3// 2/       |             | -34          |                |       |    |              |
|  | Value       |              |               | Val           | uation       |             |              | Deduct         | ible  |    |              |
| Building                               | \$34,854    |              |               |               | RC           |             |              | \$1,           | ,000  |    |              |
| Total Location TIV                     | \$34,854    |              |               |               |              |             |              |                |       |    |              |



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| Location Description                            | Area     | # of<br>Firs | Auto<br>Spkir | Year<br>Built | Year<br>Reno | Con<br>Code | Pro<br>Class | Equip<br>Break | FL    | EQ | Blan<br>Limi |
|---|----------|--------------|---------------|---------------|--------------|-------------|--------------|----------------|-------|----|--------------|
| 8 - 3 Lakefront Park-310 Park Street            |          |              |               |               |              |             |              |                |       | ., | Y            |
| Huron, OH 44839<br>Playground Equipment         | 0        | 0            |               | 2000          |              | 1           | 5            | Y              | Y     | Y  | Y            |
| riaygiounu Equipment                            |          |              |               | 6             |              |             | _            |                |       |    | 855          |
|   | Value    |              |               | Va            | luation      |             |              | Deduct         | tible |    |              |
| Building  | \$20,911 |              |               |               | RC           |             |              | \$1            | ,000  |    |              |
| Total Location TIV                              | \$20,911 |              |               |               |              |             |              |                |       |    |              |
| 9 - 1 Nickel Plate Beach-One Nickel Plate Drive |          |              |               |               |              |             |              |                |       |    |              |
| Huron, OH 44839                                 | 200      | 1            |               | 1980          |              | 1           | 5            | Y              | Y     | Y  | Y            |
| Vending Machine Building                        |          |              |               |               |              |             | 418          | -              | -     |    | +            |
|   | Value    | -elis        |               | Va            | luation      |             |              | Deduct         | tible |    |              |
| Building  | \$39,364 |              |               |               | RC           |             |              | \$1            | ,000  |    |              |
| Personal Property                               | \$5,000  |              |               |               |              |             |              | \$1            | ,000  |    |              |
| Total Location TIV                              | \$44,364 |              |               |               |              |             |              |                |       | 4  |              |
| 9 - 2 Nickel Plate Beach-One Nickel Plate Drive |          |              |               |               |              |             |              |                |       |    |              |
| Huron, OH 44839                                 | 0        | 0            |               | 2010          |              | 2           | 5            | Y              | Y     | Y  | Y            |
| Playground Equipment                            |          | -            | -             |               |              | 776         |              | ***            |       |    |              |
|   | Value    |              |               | Va            | luation      |             |              | Deduc          | tible |    |              |
| Building  | \$20,911 |              |               |               | RC           |             |              | \$1            | ,000  |    |              |
| Total Location TIV                              | \$20,911 |              |               |               |              |             |              |                |       |    |              |



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| Location Description                            | Area        | # of<br>Firs | Auto<br>Spkir | Year<br>Built | Year<br>Reno | Con<br>Code |   | Equip<br>Break | FL   | EQ | Blar<br>Lim |
|---|-------------|--------------|---------------|---------------|--------------|-------------|---|----------------|------|----|-------------|
| 9 - 3 Nickel Plate Beach-One Nickel Plate Drive |             |              |               |               |              |             |   |                |      |    |             |
| Huron, OH 44839                                 | 25          | 0            |               | 1980          |              | 1           | 5 | Y              | Y    | Y  | Y           |
| Ticket Booth                                    |             |              |               |               |              |             |   |                |      |    |             |
|   | Value       |              |               | Va            | luation      |             |   | Deduct         | ible |    |             |
| Building  | \$6,971     |              |               |               | RC           |             |   | \$1            | ,000 |    |             |
| Personal Property                               | \$1,000     |              |               |               |              |             |   | \$1            | ,000 |    |             |
| Total Location TIV                              | \$7,971     |              |               |               |              |             |   |                |      |    |             |
| 10 - 1 Boat Ramp-41 Cleveland Road              |             |              |               |               |              |             |   |                |      |    |             |
| Huron, OH 44839                                 | 0           | 0            |               |               |              | 1           | 5 | Y              | Y    | Y  | Y           |
| Restroom Building                               |             |              |               | 500           | -            |             |   |                |      |    |             |
|   | Value       |              |               | Val           | uation       |             |   | Deduct         | ible |    |             |
| Building  | \$104,559   |              |               |               | RC           |             |   | \$1            | ,000 |    |             |
| Personal Property                               | \$1,000     |              |               |               |              |             |   | \$1            | ,000 |    |             |
| Total Location TIV                              | \$105,559   |              |               |               |              |             |   |                |      |    |             |
| 11 - 1 Throughout City of Huron                 | -           |              |               |               |              |             |   |                |      |    |             |
| Huron, OH 44839                                 | 0           | 0            |               |               |              | 1           | 5 | Y              | Y    | Y  | Y           |
| Fencing, Lights, Traffic Controls               |             |              |               |               |              |             |   | 71.            | _    |    |             |
|   | Value       |              |               | Val           | uation       |             |   | Deducti        | ble  |    |             |
| Building  | \$1,394,125 |              |               |               | RC           |             |   | \$1,           | 000  |    |             |
| Total Location TIV                              | \$1,394,125 |              |               |               |              |             |   |                |      |    |             |



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|--|-------------|--------------|----------------------|---------------|--------------|-------------|--------------|----------------|---------|----------------|-------------|
| 2 - 1 110 Wall Street  |             |              |                      |               |              |             |              |                |         |                |             |
| Huron, OH 44839<br>Parks & Rec Office, Garage, Bollards, Flagpole,<br>Lighting & Signage       | 2780        | 1            | 200                  | 1975          |              | 1           | 5            | Y              | Y       | Y              | Y           |
|  | Value       |              |                      | Va            | luation      |             |              | Deduc          | tible   |                |             |
| Building   | \$392,865   |              |                      |               | RC           | ;           |              | \$             | 000,1   |                |             |
| Personal Property  | \$50,000    |              |                      |               |              |             |              | \$1            | ,000    |                |             |
| Total Location TIV   | \$442,865   |              |                      |               |              |             |              |                |         |                |             |
| Huron, OH 44839<br>Electric Substation & Fencing with exclusions as<br>per General Endorsement |             | 1            |                      | 2018          |              | 3           | 5            | Υ              | Y       | Y              |             |
|  | Value       |              |                      | Va            | luation      |             | <u>-</u>     | Deduc          | tible   | wall was       |             |
| Building   | \$1,716,000 |              |                      |               | RC           | ;           |              | \$             | 1,000   |                |             |
| Total Location TIV   | \$1,716,000 |              |                      |               |              |             |              |                |         |                |             |
|  |             |              | Total Bla            | anket T       | IV           |             |              |                | \$31,59 |                |             |
|  |             | r            | <sup>o</sup> ersonal | Buildir       | •            |             |              |                | \$30,06 | 8,193<br>9,500 |             |
|  |             | ľ            | ersonal<br>EDP - H   | •             | •            |             |              |                |         | 5,000          |             |
|  | Miscellan   | eous Pr      |                      |               |              |             |              |                | \$90    | 3,004          |             |
|  | Miscellaneo | us Prop      | erty Uns             | chedule       | ed           |             |              |                | \$1,14  | 3,831          |             |
|  |             |              |                      |               |              |             |              |                |         |                |             |



### **Additional Property Statement of Values**

City of Huron, Erie County

Effective Date:

12/01/2023

Printed on:

10/13/2023

### **Location Information N/A**

| 1-00 | 011641-m                               | De souledten  | 0                         | Coverage  | ** * **   |            |
|------|--|---|---------------------------|-----------|-----------|------------|
|      | Classification  Miscellaneous Property | Description Unscheduled Fire Dept. Radios & Backup Center-Limit per occurrence, \$5,000 maximum limit per any one   | Serial No                 | Limit     | Valuation | Deductible |
| 1    | Unscheduled                            | item  |                           | \$378,000 | RC        | \$1,000    |
| 2    | Miscellaneous Property<br>Scheduled    | 2006 Argus Northwind 30' Fire Boat w/motor & trailer  | S#C506, S#3851            | \$330,000 | RC        | \$1,000    |
|      | Miscellaneous Property<br>Scheduled    | Sound System Peavey   |                           | \$5,384   | RC        | \$1,000    |
| 4    | EDP - Hardware                         | Blanket Computer Equipment, including Software  |                           | \$255,000 | RC        | \$1,000    |
|      | Miscellaneous Property<br>Unscheduled  | Unscheduled Miscellaneous<br>Property-Limit per occurrence,<br>\$5,000 maximum limit per any<br>one item            |                           | \$109,455 | RC        | \$1,000    |
|      | Miscellaneous Property                 | 2008 JD Tractor w/ Bucket   | S#6935                    | \$22,960  |           |            |
|      | Miscellaneous Property<br>Scheduled    | 2011 Bobcat Compact<br>Excavator  | S#2205                    | \$56,944  | RC        |            |
| 8    | Miscellaneous Property<br>Scheduled    | Tractor/Loader/Backhoe  | S#2607                    | \$82,549  | RC        |            |
| 9    | Miscellaneous Property<br>Scheduled    | Spreader (for 15 Ford F350<br>S#6209)   |                           | \$4,750   | RC        |            |
|      | Miscellaneous Property<br>Scheduled    | Yamaha ATV  | S#2154                    | \$4,871   | RC        | \$1,000    |
|      | Miscellaneous Property Unscheduled     | Unscheduled Miscellaneous<br>Fire Dept. Property-Limit per<br>occurrence, \$5,000 maximum<br>limit per any one item |                           | \$137,551 | RC        | \$1,000    |
|      | Miscellaneous Property<br>Scheduled    | 2 - 2013 Mowers Alamo Mott<br>Flail   | S#2582, S#2581            | \$12,696  | RC        | \$1,000    |
| 3    | Miscellaneous Property<br>Scheduled    | 3 Salt Spreaders Under<br>Tailgate Salt Dogg  | S#6796, S#8284,<br>S#6793 | \$12,000  | RC        | \$1,000    |
| 4 :  | Miscellaneous Property<br>Scheduled    |   | S#0569                    | \$5,000   | RC        | \$1,000    |
| 5    | Miscellaneous Property<br>Scheduled    |   | S#3060                    | \$2,400   | RC        | \$1,000    |
|      | Miscellaneous Property<br>Scheduled    | 1999 Boston Whaler Police<br>Boat   | S#H899                    | \$50,000  | RC        | \$1,000    |
|      |  |   |                           |           |           |            |



# **Additional Property Statement of Values**

City of Huron, Erie County

Effective Date:

12/01/2023

Printed on:

10/13/2023

## Location Information N/A

|    | Classification                        | Description   | Serial No      | Coverage<br>Limit | Valuation | Deductible |
|----|---------------------------------------|---|----------------|-------------------|-----------|------------|
| 17 | Miscellaneous Property Scheduled      | 2015 John Deere Show Blower<br>Attachment   | S#0830         | \$3,500           | RC        | \$1,000    |
| 18 | Miscellaneous Property<br>Scheduled   | Snow Plow 10' JUDCO Amer.<br>Road TR#32   | S#3194         | \$4,000           | RC        | \$1,000    |
| 19 | Miscellaneous Property<br>Scheduled   | 2001 Bobcat 773 Skid Steer  | S#9363         | \$23,204          | RC        | \$1,000    |
| 20 | Miscellaneous Property<br>Scheduled   | 2001 New Holland TN70<br>Tractor  |                | \$22,028          | RC        | \$1,000    |
| 21 | Miscellaneous Property<br>Scheduled   | 2 9' WesternPro Plus Plows<br>TR31 & TR21   | S#6901, S#6690 | \$7,000           | RC        | \$1,000    |
| 22 | Miscellaneous Property<br>Scheduled   | EZ Go 4x4   | S#2203         | \$10,048          | RC        | \$1,000    |
| 23 | Miscellaneous Property<br>Scheduled   | 2016 Toro Field Groomer   | S#0775         | \$12,175          | RC        | \$1,000    |
| 24 | Miscellaneous Property<br>Scheduled   | Ford Tractor w/1996 Backhoe 555E  | S#1805         | \$32,781          | RC        | \$1,000    |
| 25 | Miscellaneous Property<br>Scheduled   | 1984 Ford 555A Backhoe  | S#7114         | \$23,153          | RC        | \$1,000    |
| 26 | Miscellaneous Property<br>Unscheduled | Unscheduled Miscellaneous<br>Police Dept. Property-Limit per<br>occurrence, \$5,000 maximum<br>limit per any one item |                | \$518,825         | RC        | \$1,000    |
| 27 | Miscellaneous Property Scheduled      | JD Zero Turn Tractor w/72"<br>Deck  | S#0008         | \$10,574          | RC        | \$1,000    |
| 28 | Miscellaneous Property Scheduled      | McClean Street Roller   | S#4513         | \$15,200          | RC        | \$1,000    |
| 29 | Miscellaneous Property Scheduled      | Ford 545 Tractor  |                | \$23,243          | RC        | \$1,000    |
| 30 | Miscellaneous Property Scheduled      | Snow Plow 10' Henderson TR#34   | S#0841         | \$5,163           | RC        | \$1,000    |
| 31 | Miscellaneous Property<br>Scheduled   | Snow Plow (for 15 Ford F350 S#6209)   |                | \$5,600           | RC        | \$1,000    |
| 32 | Miscellaneous Property<br>Scheduled   | 1994 Ford 4630 Tractor  |                | \$25,429          | RC        | \$1,000    |
| 33 | Miscellaneous Property<br>Scheduled   | 2013 Wacker Neuson Roller   | S#4637         | \$15,000          | RC        | \$1,000    |
| -  | Miscellaneous Property<br>Scheduled   | 2021 John Deere ZTrac 72"<br>Mower  | S#0256         | \$11,895          | RC        | \$1,000    |
|    | Miscellaneous Property<br>Scheduled   | Snow Plow 8' Western w/Lite<br>Kit  | S#0159         | \$3,769           | RC        | \$1,000    |

GPA 0626 MP (10/99)



# **Additional Property Statement of Values**

City of Huron, Erie County

Effective Date:

12/01/2023

Printed on:

10/13/2023

#### **Location Information N/A**

| Line | Classification                      | Description  | Serial No   | Coverage<br>Limit      | Valuation    | Deductible                                   |
|------|-------------------------------------|--|---|------------------------|--------------|--|
| 36   | Miscellaneous Property Scheduled    | Salt Spreader Tailgate Henderson TR#34                               | S#0514  | \$5,000                | RO           | \$1,000                                      |
| 37   | Miscellaneous Property<br>Scheduled | 10' Snow Plow Henderson<br>TR#28                                     | S#6461  | \$15,251               |              |  |
| 38   | Miscellaneous Property<br>Scheduled | Lift Vehicle Chassis   | S#5110  | \$10,645               |              |  |
| 39   | Miscellaneous Property<br>Scheduled | JD Zero Turn Tractor w/60"<br>Deck                                   | S#00220   | \$9,817                | RC           |  |
| 40   | Miscellaneous Property<br>Scheduled | Ingersol Rand Compressor   | S#G362  | \$15,206               |              |  |
| 41   | Miscellaneous Property<br>Scheduled | Snow Plow 10' JUDCO Amer.<br>Road TR#40                              | S#1805  | \$3,769                | RC           |  |
|      |                                     |  | Total EDP -<br>llaneous Property :<br>neous Property Un<br><b>Property Schedu</b> | Scheduled<br>scheduled | \$9<br>\$1,1 | 255,000<br>03,004<br>43,831<br><b>01,835</b> |
|      |                                     | Grand Total Misce<br>Grand Total Miscellar<br>Grand Total Additional | neous Property Un   | Scheduled<br>scheduled | \$9<br>\$1,1 | 55,000<br>03,004<br>43,831<br><b>01,835</b>  |



City of Huron, Erie County

**Effective Date:** 

12/01/2023

Printed on:

10/13/2023

| #  | Year | Make          | Model                           | VIN    | Туре                          | Value   | Valuation | Comp | Ded     | Coll | Ded     |
|----|------|---------------|---------------------------------|--------|-------------------------------|---------|-----------|------|---------|------|---------|
| 1_ | 2014 | Dodge         | Charger Admin Car               | S#9034 | Passenger<br>Car/Vans/Pickups | 32,000  | ACV       | Υ    | \$1,000 | Y    | \$1,000 |
| 2  | 2014 | Dodge         | Charger Police Car              | S#9035 | Police                        | 32,000  | ACV       | Y    | \$1,000 | Υ    | \$1,000 |
| 3  | 1986 | Trailer       | Eager Beaver<br>Flatbed Trailer | S#0034 | Trailers                      | 4,995   | ACV       | Υ    | \$1,000 | Y    | \$1,000 |
| 4  | 2002 | Trailer       | Hudson Trailer                  | S#0069 | Trailers                      | 3,500   | ACV       | Υ    | \$1,000 | Υ    | \$1,000 |
| 5  | 2000 | Trailer       | Mac Lander Trailer              | S#1365 | Trailers                      | 3,150   | ACV       | Υ    | \$1,000 | Υ    | \$1,000 |
| 6  | 1600 | Trailer       | Pioneer Trailer                 | S# TBD | Trailers                      | 3,446   | ACV       | Υ    | \$1,000 | Υ    | \$1,000 |
| 7  | 1995 | Trailer       | Pioneer Trailer                 | S# TBD | Trailers                      | 3,015   | ACV       | Υ    | \$1,000 | Y    | \$1,000 |
| 8  | 2012 | Trailer       | Trailer                         | S#2004 | Trailers                      | 4,495   | ACV       | Y    | \$1,000 | Y    | \$1,000 |
| 9  | 2012 | Miscellaneous | Tymco 600 Street<br>Sweeper     | S#6665 | Road Maintenance              | 209,471 | ACV       | Y    | \$1,000 | Υ    | \$1,000 |
| 10 | 2008 | Ford          | F4D Super Duty                  | S#1395 | Heavy                         | 60,541  | ACV       | Υ    | \$1,000 | Υ    | \$1,000 |
| 11 | 2012 | Ford          | F550 4x4 w/Plow<br>#34          | S#8562 | Heavy                         | 83,135  | ACV       | Y    | \$1,000 | Y    | \$1,000 |



|    |      |              | City of Huron                         | City of Huron, Erie County |                               |         | Effec  | tive Date: | 12/0    | 1/2023 |         |
|----|------|--------------|---------------------------------------|----------------------------|-------------------------------|---------|--------|------------|---------|--------|---------|
|    |      |              |                                       |                            |                               |         | Printe | ed on:     | 10/1    | 3/2023 |         |
| 12 | 2002 | GMC          | Topkick 7500 Dump<br>Truck            | S#1876                     | Dump Trucks                   | 54,150  | ACV    | Υ          | \$1,000 | Υ      | \$1,000 |
| 13 | 2012 | Freightliner | Tanker                                | S#3551                     | Fire Trucks                   | 200,000 | SA     | Υ          | \$1,000 | Υ      | \$1,000 |
| 14 | 2012 | Dodge        | Charger Admin Car                     |                            | Passenger<br>Car/Vans/Pickups | 30,457  | ACV    | Y          | \$1,000 | Y      | \$1,000 |
| 15 | 2014 | Ford         | F150 Supercrew Pick<br>Up             | KS#0443                    | Passenger<br>Car/Vans/Pickups | 26,000  | ACV    | Υ          | \$1,000 | Y      | \$1,000 |
| 16 | 2004 | Ford         | F250 Pick Up                          | S#2342                     | Passenger<br>Car/Vans/Pickups | 9,000   | ACV    | Y          | \$1,000 | Y      | \$1,000 |
| 17 | 2008 | Ford         | F250 Pick Up                          | S#6665                     | Passenger<br>Car/Vans/Pickups | 25,000  | ACV    | Y          | \$1,000 | Υ      | \$1,000 |
| 18 | 2011 | Ford         | F250 Super Duty<br>Fire Dept. Vehicle | S#3631                     | Fire Trucks                   | 24,361  | ACV    | Υ          | \$1,000 | Y      | \$1,000 |
| 19 | 2003 | Ford         | F250 Pick Up                          | S#8152                     | Passenger<br>Car/Vans/Pickups | 19,242  | ACV    | Υ          | \$1,000 | Y      | \$1,000 |
| 20 | 2003 | Ford         | F350 Bucket Truck<br>#30              | S#9460                     | Heavy                         | 42,913  | ACV    | Y          | \$1,000 | Y      | \$1,000 |
| 21 | 2012 | Ford         | F350 SD w/Plow #31                    | S#6844                     | Lt. Med Trucks                | 37,126  | ACV    | Υ          | \$1,000 | Υ      | \$1,000 |
| 22 | 2001 | Ford         | F3D Super Duty                        | S#9689                     | Lt. Med Trucks                | 28,769  | ACV    | Υ          | \$1,000 | Y      | \$1,000 |
| 23 | 2013 | Ford         | Transit Connect                       | S#6746                     | Lt. Med Trucks                | 22,000  | ACV    | Υ          | \$1,000 | Υ      | \$1,000 |
|    |      |              |                                       |                            |                               |         |        |            |         |        |         |

GPA 0626 (10/1999)



|        |      |          | City of Huron, Erie County                              |        |                               | Effective Date: Printed on: |     | 12/01/2023<br>10/13/2023 |         |   |         |
|--------|------|----------|---|--------|-------------------------------|-----------------------------|-----|--------------------------|---------|---|---------|
| 24     | 2001 | Ford     | Super Duty  | S#9690 | Passenger<br>Car/Vans/Pickups | 21,753                      | ACV | Υ                        | \$1,000 | Y | \$1,000 |
| 25     | 1974 | Trailer  | Trailer Water<br>Department                             | S#TBD  | Trailers                      | 3,009                       | ACV | Y                        | \$1,000 | Y | \$1,000 |
| 26     | 2014 | Dodge    | Charger Police  | S#7720 | Police                        | 32,500                      | ACV | Υ                        | \$1,000 | Υ | \$1,000 |
| <br>27 | 2014 | Dodge    | Charger Police  | S#7953 | Police                        | 32,500                      | ACV | Υ                        | \$1,000 | Y | \$1,000 |
| 28     | 2014 | Ford     | Pick Up   | S#7811 | Passenger<br>Car/Vans/Pickups | 24,000                      | ACV | Υ                        | \$1,000 | Υ | \$1,000 |
| 29     | 2015 | Ford     | F350 Pick Up  | S#6209 | Passenger<br>Car/Vans/Pickups | 32,000                      | ACV | Υ                        | \$1,000 | Υ | \$1,000 |
| 30     | 2015 | Ford     | Dump Truck  | S#9277 | Dump Trucks                   | 37,000                      | ACV | Y                        | \$1,000 | Y | \$1,000 |
| 31     | 2015 | Dodge    | Charger Police Car                                      | S#9352 | Police                        | 31,697                      | ACV | Υ                        | \$1,000 | Υ | \$1,000 |
| 32     | 2015 | Dodge    | Charger Police Car                                      | S#5989 | Police                        | 31,697                      | ACV | Υ                        | \$1,000 | Y | \$1,000 |
| 33     | 2015 | Kenworth | Truck w/Henderson<br>Body, Spreader and<br>Plow Package | S#8148 | Heavy                         | 143,419                     | ACV | Υ                        | \$1,000 | Y | \$1,000 |
| 34     | 2016 | Ford     | F150 Pickup   | S#7759 | Passenger<br>Car/Vans/Pickups | 36,850                      | ACV | Υ                        | \$1,000 | Υ | \$1,000 |
| 35     | 2016 | Kenworth | Dump Truck w/Plow                                       | S#3209 | Dump Trucks                   | 143,955                     | ACV | Υ                        | \$1,000 | Υ | \$1,000 |



|    |      |                  | City of Huron, Erie C          |          | County                        |         | Effective Date: Printed on: |   | 12/01/2023<br>10/13/2023 |   |         |  |
|----|------|------------------|--------------------------------|----------|-------------------------------|---------|-----------------------------|---|--------------------------|---|---------|--|
| 36 | 1997 | Trailer          | Pioneer Trailer                | S# TBD   | Trailers                      | 1,750   | ACV                         | Y | \$1,000                  | Υ | \$1,000 |  |
| 37 | 2018 | Ford             | Explorer (Police)              | S#9740   | Police                        | 35,892  | ACV                         | Y | \$1,000                  | Υ | \$1,000 |  |
| 38 | 2018 | Ford             | Explorer (Police)              | S#9741   | Police                        | 35,892  | ACV                         | Υ | \$1,000                  | Υ | \$1,000 |  |
| 39 | 2020 | Freightliner     | Ambulance                      | S#8342   | Ambulances                    | 320,000 | RC                          | Υ | \$1,000                  | Υ | \$1,000 |  |
| 40 | 2020 | Emergency<br>One | Typhoon Pumper                 | S#3337   | Fire Trucks                   | 588,220 | RC                          | Y | \$1,000                  | Y | \$1,000 |  |
| 41 | 2020 | Ford             | Explorer (Fire)                | S#2666   | Passenger<br>Car/Vans/Pickups | 49,343  | ACV                         | Υ | \$1,000                  | Y | \$1,000 |  |
| 42 | 2016 | Dodge            | Charger                        | S#0061   | Police                        | 29,247  | ACV                         | Υ | \$1,000                  | Υ | \$1,000 |  |
| 43 | 2018 | Ford             | F250 Pickup (Parks<br>& Rec)   | S#6703   | Passenger<br>Car/Vans/Pickups | 29,484  | ACV                         | Υ | \$1,000                  | Υ | \$1,000 |  |
| 44 | 2018 | Freightliner     | Extreme Vac (Street            | ) S#7423 | Extra Heavy                   | 179,320 | ACV                         | Υ | \$1,000                  | Υ | \$1,000 |  |
| 45 | 2018 | Ford             | F150 Service Pickup<br>(Water) | S#7819   | Passenger<br>Car/Vans/Pickups | 22,686  | ACV                         | Υ | \$1,000                  | Υ | \$1,000 |  |
| 46 | 2019 | Ford             | F350 Pickup (Parks & Rec)      | S#4700   | Passenger<br>Car/Vans/Pickups | 27,719  | ACV                         | Υ | \$1,000                  | Y | \$1,000 |  |
| 47 | 2016 | Dodge            | Charger                        | S#0060   | Police                        | 29,246  | ACV                         | Υ | \$1,000                  | Υ | \$1,000 |  |
| 48 | 2022 | Trailer          | United Trailer (Fire)          | S#9355   | Trailers                      | 13,000  | ACV                         | Υ | \$1,000                  | Υ | \$1,000 |  |

GPA 0626 (10/1999)



### **City of Huron, Erie County**

12/01/2023 **Effective Date:** 

Printed on: 10/13/2023

| 2021 | Ford                                 | Explorer  | S#3774   | Police  | 44,823  | ACV   | Υ   | \$1,000   | Υ   | \$1,000   |
|------|--------------------------------------|---|--|---|---|---|---|---|---|---|
| 2021 | Ford                                 | Interceptor                                       | S#3776   | Police  | 44,823  | ACV   | Y   | \$1,000   | Υ   | \$1,000   |
| 2021 | Ford                                 | Interceptor                                       | S#3777   | Police  | 44,823  | ACV   | Υ   | \$1,000   | Υ   | \$1,000   |
| 2021 | Ford                                 | Explorer  | S#3775   | Police  | 44,823  | ACV   | Y   | \$1,000   | Υ   | \$1,000   |
| 2022 | Ford                                 | F-550 Dump/Plow<br>Truck                          | S#6287   | Dump Trucks   | 122,645   | ACV   | Υ   | \$1,000   | Y   | \$1,000   |
| 2023 | Ford                                 | Utility Interceptor                               | S#3306   | Police  | 43,569  | ACV   | Υ   | \$1,000   | Υ   | \$1,000   |
| 2023 | Ford                                 | Utility Interceptor                               | S#2935   | Police  | 43,569  | ACV   | Υ   | \$1,000   | Υ   | \$1,000   |
|      | 2021<br>2021<br>2021<br>2022<br>2023 | 2021 Ford 2021 Ford 2021 Ford 2022 Ford 2023 Ford | 2021 Ford Interceptor  2021 Ford Interceptor  2021 Ford Explorer  2022 Ford F-550 Dump/Plow Truck  2023 Ford Utility Interceptor | 2021         Ford         Interceptor         \$#3776           2021         Ford         Interceptor         \$#3777           2021         Ford         Explorer         \$#3775           2022         Ford         F-550 Dump/Plow<br>Truck         \$#6287           2023         Ford         Utility Interceptor         \$#3306 | 2021 Ford Interceptor S#3776 Police  2021 Ford Interceptor S#3777 Police  2021 Ford Explorer S#3775 Police  2022 Ford F-550 Dump/Plow S#6287 Dump Trucks  2023 Ford Utility Interceptor S#3306 Police | 2021         Ford         Interceptor         \$#3776         Police         44,823           2021         Ford         Interceptor         \$#3777         Police         44,823           2021         Ford         Explorer         \$#3775         Police         44,823           2022         Ford         F-550 Dump/Plow<br>Truck         \$#6287         Dump Trucks         122,645           2023         Ford         Utility Interceptor         \$#3306         Police         43,569 | 2021         Ford         Interceptor         \$#3776         Police         44,823         ACV           2021         Ford         Interceptor         \$#3777         Police         44,823         ACV           2021         Ford         Explorer         \$#3775         Police         44,823         ACV           2022         Ford         F-550 Dump/Plow<br>Truck         \$#6287         Dump Trucks         122,645         ACV           2023         Ford         Utility Interceptor         \$#3306         Police         43,569         ACV | 2021         Ford         Interceptor         \$#3776         Police         44,823         ACV         Y           2021         Ford         Interceptor         \$#3777         Police         44,823         ACV         Y           2021         Ford         Explorer         \$#3775         Police         44,823         ACV         Y           2022         Ford         F-550 Dump/Plow<br>Truck         \$#6287         Dump Trucks         122,645         ACV         Y           2023         Ford         Utility Interceptor         \$#3306         Police         43,569         ACV         Y | 2021         Ford         Interceptor         \$#3776         Police         44,823         ACV         Y         \$1,000           2021         Ford         Interceptor         \$#3777         Police         44,823         ACV         Y         \$1,000           2021         Ford         Explorer         \$#3775         Police         44,823         ACV         Y         \$1,000           2022         Ford         F-550 Dump/Plow<br>Truck         \$#6287         Dump Trucks         122,645         ACV         Y         \$1,000           2023         Ford         Utility Interceptor         \$#3306         Police         43,569         ACV         Y         \$1,000 | 2021         Ford         Interceptor         \$#3776         Police         44,823         ACV         Y         \$1,000         Y           2021         Ford         Interceptor         \$#3777         Police         44,823         ACV         Y         \$1,000         Y           2021         Ford         Explorer         \$#3775         Police         44,823         ACV         Y         \$1,000         Y           2022         Ford         F-550 Dump/Plow<br>Truck         \$#6287         Dump Trucks         122,645         ACV         Y         \$1,000         Y           2023         Ford         Utility Interceptor         \$#3306         Police         43,569         ACV         Y         \$1,000         Y |

**Total Location Vehicle Value:** 

3,280,020

Total ACV Value: 2,171,800

Total RC Value: 908,220

Total SA Value: 200,000

**Grand Total Vehicle Value:** 

3,280,020



TO: Mayor Tapp and City Council FROM: Stuart Hamilton, Service Director

**RE:** Resolution No. 74-2023 (submitted by Stuart Hamilton)

DATE: November 14, 2023

#### **Subject Matter/Background**

Council previously authorized an Annual Maintenance Agreement for US6/RT2 with ODOT in Resolution No. 67-2022 adopted on July 26, 2022, a copy of which is attached hereto as Exhibit 1.

Resolution No. 74-2023 authorizes payment in accordance with that Agreement for fiscal year July 1, 2022, through June 30, 2023, for annual lane mile reimbursement in the amount of \$39,158.72.

#### **Financial Review**

The payment of the annual maintenance agreement for US6/RT2 with ODOT is allocated between the Street Maintenance Fund (21) and State Highway Fund. Historical annual payments are as follows:

2020 - \$45,643

2021 - \$37,888

2022 - \$52,179

#### **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. 74-2023 is in order.

Resolution No. 67-2022 (adopted 7-26-22) (1).pdf Resolution No. 74-2023 ODOT Maint Agr US6-RT2.docx Resolution No. 74-2023 Exh A ODOT Maint US6-RT2.pdf A RESOLUTION GIVING CONSENT OF THE CITY FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE CITY CORPORATE LIMITS AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR SNOW AND ICE REMOVAL.

GIVING CONSENT OF THE CITY FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM CERTAIN MAINTENANCE AND/OR REPAIR ON STATE HIGHWAYS INSIDE THE CITY CORPORATION AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR CERTAIN MAINTENANCE AND/OR REPAIR.

WHEREAS, pursuant to Section 5501.41 of the Ohio Revised Code, the Director of the Ohio Department of Transportation ("ODOT") may, upon consent of the legislative authority of the municipal corporation, remove snow and ice and use snow and ice control material on State Highways within the corporate limits of the municipal corporation; and,

WHEREAS, pursuant to Section 5535.16 of the Ohio Revised Code, the Ohio Department of Transportation ("ODOT") or a political subdivision may provide snow and ice removal on the roads under the control of the State or any political subdivision; and,

WHEREAS, the Director of Transportation, under Section 5511.01 of the Revised Code of Ohio, may, upon the consent of the legislative authority of the municipal corporation, perform maintenance and/or repair on the State Highways within the corporate limits of the municipal corporation; and

WHEREAS, portions of State Highway SR 2 and portions of US 6/Rye Beach Road and portions of US 6/Cleveland Road E lie within the City of Huron, Erie County upon which ODOT is willing to perform snow and ice removal and apply snow and ice control material for the City as long as an agreement is entered into; and

WHEREAS, portions of US 6/Rye Beach Road and portions of US 6/Cleveland Road E lie outside the City limits upon which the City is willing to perform snow and ice removal and apply snow and ice control material for ODOT as long as an agreement is entered into; and WHEREAS, portions of State Highway SR 2 and the US 6 Ramps (Rye Beach Road to SR 2 EB/WB off Rye Beach Road) lie within the City of Huron, Erie County upon which ODOT is willing to perform certain maintenance and repair for the City as long as an agreement is entered into; and

WHEREAS, this resolution is not intended to and shall not supersede any section of the Ohio Revised Code pertaining to the responsibilities of the City and ODOT regarding any other maintenance and repair or responsibilities pertaining to the roads under their respective jurisdictions.

WHEREAS, the work proposed to be authorized under this ordinance shall be restricted to, if an Agreement is entered into, the Parties' removal of snow and ice and the use of snow and ice control material on the agreed upon State Highways but shall not include the removal of snow and ice and the use of snow and ice control material on driveways, parking areas, and intersecting roads and streets and, may include if an Agreement is entered into, the maintenance and/or repair of the State Highways within the corporate limits of the City; and

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

SECTION I: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to remove snow and ice and use snow and ice control material on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION II: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to perform certain maintenance and/or repair on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION III: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given, if an agreement is entered into, for the City to remove snow and ice and use snow and ice control material on any State Highway outside the city corporation limits listed in the agreement in accordance with the standard practices of ODOT.

including O.R.C. §121.22.

(SEAL)

SECTION IV: It is hereby declared to be a reasonable necessity and in the public interest that the consent of said City be, and such consent is hereby given, if an agreement is entered into, for ODOT to perform snow and ice removal and control and perform certain maintenance and/or repair on any State Highway within the city corporation limits listed in the agreement in accordance with the standard practices of ODOT and that the CITY shall reimburse ODOT for this work.

SECTION V: That the City (list position) City Manager is authorized to enter into any agreement with ODOT for the removal of snow and ice and the use of snow and ice control material and any agreement to perform certain maintenance and/or repair on State Highways as determined by the City and ODOT.

SECTION VI: That the Clerk is hereby directed to furnish the Director of ODOT, with a certified copy of this Ordinance/Resolution immediately upon execution.

SECTION VII: 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,

SECTION VIII: That this Resolution shall be in full force and effect from and immediately after its adoption.

| Passed: 2 6 JUL 2022, 20   |   |                            |
|--|---|----------------------------|
| Attest: Clerk Of Council  CERTIFICA  CERTIFICA   | Monty Tapp, Mayor                                   | Mayor                      |
| CERTIFICA  | The or corr   |                            |
| City of Huron  |   |                            |
| County of Erie, Ohio   | SS:   |                            |
| I, Terri S. Welkener, as Clerk of the City of Huron, Ohio, do adopted by the council of said City on the Act day of July, 2022; according to law; that no proceedings looking to a referendum upon of publication thereof are of record in Resolution No. 67-2022. | that the publication of such Ordinance has been mad | le and certified of record |
| I have hereunto subscribed my name and affixed my official   | seal thisday of July, 2022.                         |                            |
|  |   | Clerk                      |

Terri S. Welkener, Clerk of Council - City of Huron, Ohio

ODOT AGREEMENT NO. 37999
City Consent Ordinance/Resolution No. 67-2021

# AGREEMENT BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND THE CITY OF HURON, OHIO FOR THE REMOVAL AND CONTROL OF SNOW AND ICE

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the "ODOT" and the City of Huron, 417 Main Street, Huron, Ohio 44839, hereinafter referred to as the "CITY" and shall be referred to singularly as "Party" and collectively as "Parties".

WHEREAS, pursuant to Ohio Revised Code 5501.41, the Director of the Department of Transportation may remove snow and ice from state highways within a municipal corporation, but before doing so, the Director must obtain the consent of the legislative authority of such municipal corporation; and

WHEREAS, pursuant to Ohio Revised Code section 5535.16, a political subdivision may provide snow and ice removal on roads under the control of the state; and

WHEREAS, the legislative authority of the CITY has granted its consent to the Director to remove snow and ice and to use snow and ice control material on the state highways within its corporate limit; and

WHEREAS, the legislative authority of the CITY has granted its consent for the CITY to remove snow and ice and to use snow and ice control material on the state highways outside its corporate limit; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and the CITY in an efficient manner that ODOT perform snow and ice removal and control on State Route 2 within the CITY and that the Parties share the snow and ice removal and control on portions of US 6/Rye Beach Road and ramps which is split jurisdiction from the centerline of the road as shown in Exhibit 1, and on US 6/Cleveland Road East which is split jurisdiction from the centerline of the road as shown in Exhibit 2.

NOW THEREFORE, it is agreed by the Parties as follows:

#### 1. OBLIGATIONS OF ODOT

1.1 ODOT will remove snow and ice and apply snow and ice control material on SR 2 from mile marker 15.2 to mile marker 17.39 (2.19 miles x 4 lanes) = 8.76 lane miles within the CITY's corporate limits during the normal course of removing snow and ice and applying snow and ice materials as shown in Exhibit 1.

- 1.2 ODOT shall not perform this work more frequently nor alter the schedule of when this work is to be performed and such work shall not include the removal of snow and ice from and the use of snow and ice control material on driveways, parking areas, and intersecting CITY roads and streets.
- 1.3 ODOT is responsible to fix, at its own expense, any damage to the road surface, such as potholes, caused by the CITY's removal of snow and ice and/or application of any snow and ice control material.
- 1.4 ODOT grants the CITY the right to use and occupy the right-of-way in and abutting the US 6/ Rye Beach Road and US 6/Cleveland Road East outside of the CITY as herein described and shown in Exhibits 1 and 2 for the purposes of performing snow and ice removal and control operations.

#### 2. OBLIGATIONS OF THE CITY

- 2.1 The CITY grants ODOT the right to use and occupy the right-of-way in and abutting the section of SR 2 and Rye Beach Road and US 6 west/east junction ramps off Rye Beach Road herein described and shown on Exhibit 1 and the section of US 6/Cleveland Road East as shown in Exhibit 2 for the purposes of performing snow and ice removal and control operations.
- 2.2 The CITY is responsible to fix, at its own expense, any damage to the road surface, such as potholes, caused by ODOT's removal of snow and ice and/or application of any snow and ice control material.

#### 3. OBLIGATION OF BOTH PARTIES

- 3.1 The Parties agree to share the duties of removing snow and ice and applying snow and ice control material on US 6/Rye Beach Road between the traffic signal to the north and the E/B exit ramp from SR 2/W/B entrance ramp to US 6/SR 2 to the south along with lanes adjacent to SR 2 on US 6 between the ramps, and US 6 east of the City of Huron split corporation as shown in Exhibits 1 and 2.
- 3.2 Each Party is responsible to fix, at its own expense, any damage to the road surface on the half of US 6/ Rye Beach Road within their jurisdiction, such as potholes, caused by the other Party's removal of snow and ice and/or application of any snow and ice control material.

#### 4. **COMPENSATION/REIMBURSEMENT**

4.1 The CITY shall pay ODOT the annual cost for work performed by ODOT described in subsection 1.1 of this Agreement.

- 4.1.1 The CITY shall reimburse ODOT's actual cost of snow and ice removal and use of snow and ice control material for the year based upon the ratio of lane miles of State Highway segments maintained pursuant to this Agreement to the total lane miles maintained by ODOT District 3 in Erie County for the year.
- 4.1.2 ODOT shall invoice the CITY for reimbursement of cost incurred using the number of lane miles shown on the approved inventory at the beginning of each billing period. Reimbursement shall be made within sixty (60) days of receipt of invoice.
- 4.1.3 This reimbursement shall constitute full compensation to ODOT for furnishing all labor, equipment, and materials necessary to perform snow and ice removal and control on the specified portions of the State Highway system within the limits set forth in this Agreement.
- 4.2 Neither ODOT nor the CITY shall provide reimbursement for costs incurred as a result of the work performed under subsection 3.1 of this Agreement. It is agreed by both ODOT and the CITY that the work outlined in subsection 3.1 of this Agreement will be performed at their sole cost and at no cost to the other Party.
- 4.3 This Agreement in no way alters how current and future capital projects are and will be funded.

#### 5. INSPECTIONS

5.1 Periodic inspections may be performed jointly by representatives of the Parties to determine the level of service being provided on the state highway system during a snow and ice event.

#### 6. TERM OF AGREEMENT

- 6.1 This Agreement shall commence on the date of the last signature below and shall expire on the last date of the current biennium unless terminated sooner pursuant to paragraph 6.2 of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for additional (2) year terms.
- 6.2 This Agreement may be terminated by either Party giving sixty (60) days written notice to the other Party.

#### 7. GENERAL PROVISIONS

7.1 This Agreement shall be to the benefit of and be binding upon the respective Parties herein, their successors and assigns. Nothing in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either Party, either by statute or common law.

- 7.2 Either Party may, at any time during the term of the agreement, request amendments or modifications which includes assignment. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the Parties consent to modifications of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 7.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio pursuant to R.C. 5501.22.
- 7.4 The State of Ohio and ODOT are self-insured.
- 7.5 Each Party shall be responsible for liability associated with the Party's own errors, actions, or failures to act.
- 7.6 If either Party breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by the non-breaching Party of that breach or default, the non-breaching Party may terminate this Agreement.
- ODOT and CITY agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement. In the event a dispute arises regarding this Agreement, notification of the dispute shall be sent to the other Party within ninety (60) days of discovery of such dispute. Within the notification, the disputing Party shall present such evidence as may support their position. Within a reasonable time, the ODOT District Deputy Director and a designated representative from the CITY shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. The Parties agree that any dispute that cannot be resolved between the ODOT District Deputy Director and a designated representative from the CITY shall be resolved solely and finally by the Director of ODOT. This dispute resolution does not prohibit either party from pursuing an action in accordance with section 7.3 of this Agreement.
- 7.8 Ohio Ethics Law: The CITY and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.
- 7.9 In carrying out this Agreement the Parties shall comply with all applicable federal, state, and local laws in the conduct of all work including, but not limited to non-discrimination, equal employment opportunity and drug free workplace.

7.10 In no case shall the either Party's personnel be considered agents, servants, or employees of the other Party. Each Party shall be responsible for the full payment of all taxes including without limitation, unemployment compensation premiums, income tax deductions, payroll deductions.

#### 8. NOTICE

8.1 Notices under this agreement shall be directed as follows:

City of Huron
417 Main Street
District 03
Sandusky, Ohio 44839
Ohio Department of Transportation
District 03
906 Clark Ave
Ashland, OH 44805

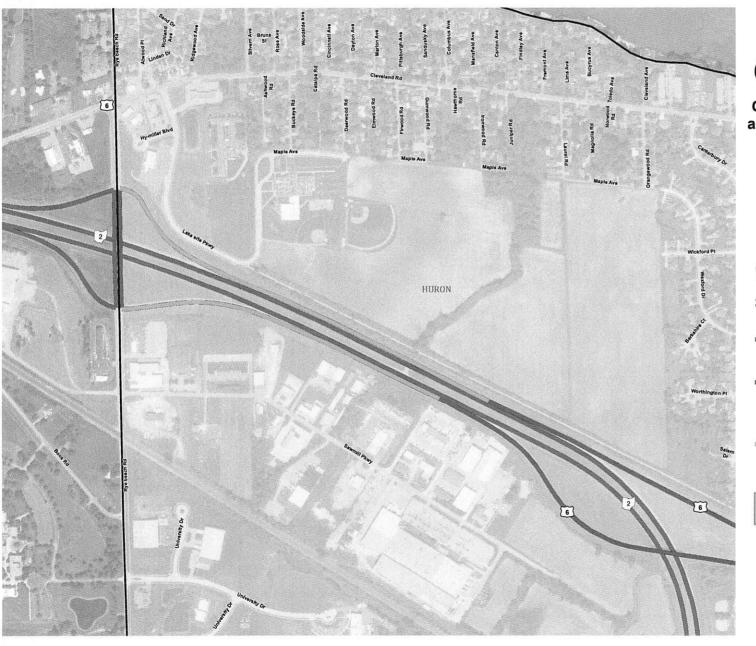
#### 9. SIGNATURES

- 9.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this agreement on such principal's behalf.
- 9.2 Any Party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each Party hereto shall be entitled to rely upon a facsimile or electronic signature of any other Party delivered in such a manner as if such signature were an original.

(the remainder of this page is intentionally left blank)

The Parties hereunto have caused this agreement to be executed by officials thereunto duly authorized as of the day and year last written below.

| CITY OF HURON                              |
|--|
| By:  |
| Бу   |
| Printed Name: Mathew Lasko                 |
| Title: City Manager  Date: 7/27/2022       |
| Date: 7/27/2022                            |
|  |
| STATE OF OHIO Department of Transportation |
| By:  |
| Jack Marchbanks, Director                  |
| Date:                                      |



#### Exhibit 1

# **ODOT District 3**

City of Huron, Erie County Snow and Ice Responsibility Agreement

Published 5/10/2022



0 250 500 1,000 Feet

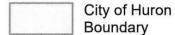


Snow and Ice Responsibility

ODOT

City of Huron

Shared Responsibility (ODOT and City of Huron)





ODOT does not make any warranty, expressed or implied, and does not assume any legal liability for the accuracy, completeness or usefulness of the data provided herein. Any use of this information is at the recipients own resi-



#### Exhibit 2

#### **ODOT District 3**

# City of Huron, Erie County Snow and Ice Responsibility Agreement

Published 6/9/2022







#### Snow and Ice Responsibility

Shared Responsibility (ODOT and City of Huron)





ODOT does not make any warranty, expressed or implied, and does not assume any legal liability for the acquiracy, comprehenses or usefulness of triasts only depth and the control of this information is at the recipient or not for

A RESOLUTION GIVING CONSENT OF THE CITY FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE CITY CORPORATE LIMITS AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR SNOW AND ICE REMOVAL.

GIVING CONSENT OF THE CITY FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM CERTAIN MAINTENANCE AND/OR REPAIR ON STATE HIGHWAYS INSIDE THE CITY CORPORATION AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR CERTAIN MAINTENANCE AND/OR REPAIR.

WHEREAS, pursuant to Section 5501.41 of the Ohio Revised Code, the Director of the Ohio Department of Transportation ("ODOT") may, upon consent of the legislative authority of the municipal corporation, remove snow and ice and use snow and ice control material on State Highways within the corporate limits of the municipal corporation; and,

WHEREAS, pursuant to Section 5535.16 of the Ohio Revised Code, the Ohio Department of Transportation ("ODOT") or a political subdivision may provide snow and ice removal on the roads under the control of the State or any political subdivision; and,

WHEREAS, the Director of Transportation, under Section 5511.01 of the Revised Code of Ohio, may, upon the consent of the legislative authority of the municipal corporation, perform maintenance and/or repair on the State Highways within the corporate limits of the municipal corporation; and

WHEREAS, portions of State Highway SR 2 and portions of US 6/Rye Beach Road and portions of US 6/Cleveland Road E lie within the City of Huron, Erie County upon which ODOT is willing to perform snow and ice removal and apply snow and ice control material for the City as long as an agreement is entered into; and

WHEREAS, portions of US 6/Rye Beach Road and portions of US 6/Cleveland Road E lie outside the City limits upon which the City is willing to perform snow and ice removal and apply snow and ice control material for ODOT as long as an agreement is entered into; and WHEREAS, portions of State Highway SR 2 and the US 6 Ramps (Rye Beach Road to SR 2 EB/WB off Rye Beach Road) lie within the City of Huron, Erie County upon which ODOT is willing to perform certain maintenance and repair for the City as long as an agreement is entered into; and

WHEREAS, this resolution is not intended to and shall not supersede any section of the Ohio Revised Code pertaining to the responsibilities of the City and ODOT regarding any other maintenance and repair or responsibilities pertaining to the roads under their respective jurisdictions.

WHEREAS, the work proposed to be authorized under this ordinance shall be restricted to, if an Agreement is entered into, the Parties' removal of snow and ice and the use of snow and ice control material on the agreed upon State Highways but shall not include the removal of snow and ice and the use of snow and ice control material on driveways, parking areas, and intersecting roads and streets and, may include if an Agreement is entered into, the maintenance and/or repair of the State Highways within the corporate limits of the City; and

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

SECTION I: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to remove snow and ice and use snow and ice control material on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION II: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to perform certain maintenance and/or repair on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION III: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given, if an agreement is entered into, for the City to remove snow and ice and use snow and ice control material on any State Highway outside the city corporation limits listed in the agreement in accordance with the standard practices of ODOT.

SECTION IV: It is hereby declared to be a reasonable necessity and in the public interest that the consent of said City be, and such consent is hereby given, if an agreement is entered into, for ODOT to perform snow and ice removal and control and perform certain maintenance and/or repair on any State Highway within the city corporation limits listed in the agreement in accordance with the standard practices of ODOT and that the CITY shall reimburse ODOT for this work.

SECTION V: That the City (list position) City Manager is authorized to enter into any agreement with ODOT for the removal of snow and ice and the use of snow and ice control material and any agreement to perform certain maintenance and/or repair on State Highways as determined by the City and ODOT.

SECTION VI: That the Clerk is hereby directed to furnish the Director of ODOT, with a certified copy of this Ordinance/Resolution immediately upon execution.

SECTION VII: 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 VIII: That this Resolution shall be in full force and effect from and immediately after its adoption.

Passed: 2 6 JUL 2022 , 20\_\_\_\_\_

CERTIFICATE OF COPY

City of Huron

SS:

County of Erie, Ohio

I, Terri S. Welkener, as Clerk of the City of Huron, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the council of said City on the day of July, 2022; that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and the certificate of publication thereof are of record in Resolution No. 67-2022.

I have hereunto subscribed my name and affixed my official seal this day of July, 2022.

Terri S. Welkener, Clerk of Council – City of Huron, Ohio

. Mayor

(SEAL)

ODOT AGREEMENT NO. 38000 City Consent Ordinance/Resolution No. 67-2033

# AGREEMENT BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND THE CITY OF HURON, OHIO FOR CERTAIN ROADWAY MAINTENANCE AND/OR REPAIR AND HIGHWAY LIGHTING MAINTENANCE AND/OR REPAIR

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the "ODOT" and the City of Huron, 417 Main Street, Huron, Ohio 44839, hereinafter referred to as the "CITY" and shall be referred to singularly as "party" and collectively as "parties".

WHEREAS, pursuant to Section 723.01 of the Ohio Revised Code, the CITY is responsible for the care, supervision, and control of the public highways within their municipal corporation; and

WHEREAS, pursuant to Ohio Revised Code 5511.01 and 5521.01, the Director of the Ohio Department of Transportation may enter upon state highways within any municipal corporation to maintain, and repair them, but before doing so, the Director must obtain the consent of the legislative authority of such municipal corporation; and

WHEREAS, the legislative authority of the CITY has granted its consent to the Director to perform maintenance and/or repair pursuant to the specifications of this Agreement on the state highways within its corporate limits, and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and CITY in an efficient manner that ODOT perform certain maintenance on portions of State Route 2 and US Route 6 within the CITY

NOW THEREFORE, it is agreed by the parties as follows:

#### 1. OBLIGATIONS OF ODOT

ODOT will perform all routine maintenance as defined in section 3 of this Agreement on State Route 2 from the mile marker 15.42 to mile marker 17.39 (1.97 miles x 4 lanes) = 7.88 lane miles, on State Route 2 where it is three (3) lanes EB, from mile marker 16.02 to mile marker 15.52 (.5 miles x additional 1 lane) = .5 miles, and on the WB SR 2 & US 6 overlap from mile marker 15.750 to mile marker 16.178 mile marker (.42 miles x additional 1 lane) = .428 miles for a total of 8.808 billable lane miles within the CITY's corporate limits as shown on Exhibit 2.

- 1.2 ODOT will perform all routine lighting maintenance as described in subsection 4.1 of this Agreement on the overhead highway lighting on the US 6 associated with Control Cabinet ("CC") #1 as shown on Exhibit 1.
- 1.3 ODOT will perform or have performed all extraordinary maintenance, repair, replacement, and rehabilitation as described in subsection 4.2 of this Agreement on CC #1 and the overhead highway lighting on the US 6 associated with CC#1.

#### 2. OBLIGATIONS OF THE CITY

- 2.1 The CITY grants ODOT and any of its agents the right to use and occupy the right-ofway in and abutting the sections of SR 2 and US 6 herein described for the purpose of performing the maintenance and/or repair described in subsections 1.1, 1.2, and 1.3 of this Agreement.
- 2.2 The CITY agrees to reimburse ODOT for the actual cost of the routine roadway maintenance and repair performed on the lane miles based upon the ratio of lane miles of state highway segments maintained by ODOT for the CITY (8.808 lane miles) to the total lane miles maintained by ODOT in Erie County.
- 2.3 The CITY shall pay for any and all electrical energy charges and utility fees directly to the electric utility for the operation of all the highway lighting.
- 2.4 The CITY agrees to pay ODOT 100% of the average annual maintenance fee for ODOT's routine maintenance of the highway lighting as described in subsection 1.2. of this Agreement.
  - 2.4.1. The current annual maintenance fee is \$2,940.00. It is understood by both Parties that, biennially, ODOT may review its actual costs associated with the maintenance and operation of the highway lighting and reserves the right to unilaterally revise the annual fee based on such review.
  - 2.4.2. The CITY understands that if it ever fails to pay its annual maintenance fee to ODOT, ODOT reserves the right to stop all maintenance responsibilities.
- 2.5 The CITY agrees to reimburse ODOT 100% of the cost of all extraordinary maintenance, repairs, replacement, and rehabilitation of CC#1 and the overhead highway lighting on US 6 associated with CC #1 as described in section 4.2 of this Agreement. The CITY understands that said costs are set by contract as attached in Exhibit 3 and boxed in red, and that these costs are updated and subject to increase annually.
- 2.6 The CITY shall pursue any and all reimbursement from responsible parties for any damage to their lighting and CC#1. Any reimbursement shall not affect the CITY's timely payment in full of ODOT invoices for repairs or replacement caused by such damage.

#### 3. ROUTINE ROADWAY MAINTENANCE

- 3.1 Routine maintenance and repair shall include, but not be limited to pothole patching, crack sealing, pavement markings, lane striping, storm sewer cleaning, ditch operations, drainage repairs less than \$15,000.00 total cost, road, bridge, and shoulder sweeping, sign repair. and guardrail repair. In the performance of this maintenance and repair, neither Party shall not remove, change, alter or modify any of the other Party's structure without the other Party's prior written authorization.
- 3.2 Drainage repairs with a total cost of \$15,000.00 or more and all culvert replacements regardless of cost shall remain the responsibility of the Party with maintenance duties as defined by the Ohio Revised Code, Ohio law and other Ohio legal authority. For purposes of this Agreement, it is the intent of the Parties that all such repairs within the CITY's corporation limits be the responsibility of the CITY and all such repairs outside the CITY's corporation limits be the responsibility of ODOT.
- 3.3 Routine maintenance does not include the issuance of permits, signal maintenance and culvert replacement.

#### 4. <u>LIGHTING MAINTENANCE</u>

- 4.1 Routine maintenance includes the replacement of failed luminaires, defective photocells, drivers, and associated equipment to ensure the system is working properly and nighttime bi-monthly inspections to verify there are no circuits out of service.
- 4.2 Extraordinary maintenance, repairs, replacement, and rehabilitation is understood by both Parties to be of such magnitude as to be beyond the scope of work ordinarily performed by routine maintenance and repair forces. Extraordinary maintenance includes the replacement or repair of major equipment caused by knock downs or accidents, lightning strikes, underground cable repair, or replacement of major elements of the lighting system and the parts, tools, personnel, and equipment needed to accomplish such repairs.

#### 5. <u>COMPENSATION</u>

- 5.1 The CITY shall pay ODOT their annual actual cost for the roadway maintenance and repair, the annual routine highway lighting maintenance fee as described in subsection 2.4.1 of this Agreement, and their actual cost of extraordinary highway lighting and cabinet work as described in this Agreement.
- 5.2 ODOT shall submit a proper invoice to the CITY on or about August 1 of each year. The CITY shall pay all proper invoices submitted by ODOT within ninety (90) days of receipt.
- 5.3 This Agreement in no way alters the means by which current and future capital projects are and will be funded.

#### 6. INSPECTIONS

6.1 Periodic inspections may be performed jointly by representatives of the Parties to determine the level of service being provided on the state highway system.

#### 7. TERM OF AGREEMENT

- 7.1 This Agreement shall commence on the date of the last signature below and shall expire on the last date of the current biennium unless terminated sooner pursuant to paragraph 4.2 of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for additional (2) year terms.
- 7.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.

#### 8. GENERAL PROVISIONS

- 8.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns. Nothing in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either party, either by statute or common law.
- 8.2 Either party may, at any time during the term of the agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the parties consent to modifications of the agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 8.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio pursuant to R.C. 5501.22.
- 8.4 The State of Ohio and ODOT are self-insured.
- 8.5 ODOT is hereby released from any and all liability for damage or injury received by the CITY, its employees, agents, or subcontractors while performing tasks, duties, work or responsibilities as set forth in this Agreement.
- 8.6 If either party breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by the non-breaching party of that breach or default, the non-breaching party may terminate this Agreement.

- 8.7 ODOT and CITY agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement. In the event a dispute arises regarding this Agreement, notification of the dispute shall be sent to the other party within thirty (30) days of discovery of such dispute. Within the notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the ODOT District Deputy Director and a designated representative from the CITY shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. The parties agree that any dispute that cannot be resolved shall be resolved solely and finally by the Director of ODOT.
- 8.8 Ohio Ethics Law: The CITY and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.
- 8.9 In carrying out this Agreement the parties shall comply with all applicable federal, state, and local laws in the conduct of all work including, but not limited to non-discrimination, equal employment opportunity and drug free workplace.
- 8.10 In no case shall the either party's personnel be considered agents, servants, or employees of the other party. Each party shall be responsible for the full payment of all taxes including without limitation, unemployment compensation premiums, income tax deductions, payroll deductions.

#### 9. NOTICE

9.1 Notices under this agreement shall be directed as follows:

City of Huron 417 Main Street Huron, Ohio 44839 Ohio Department of Transportation District 03 906 Clark Ave Ashland, OH 44805

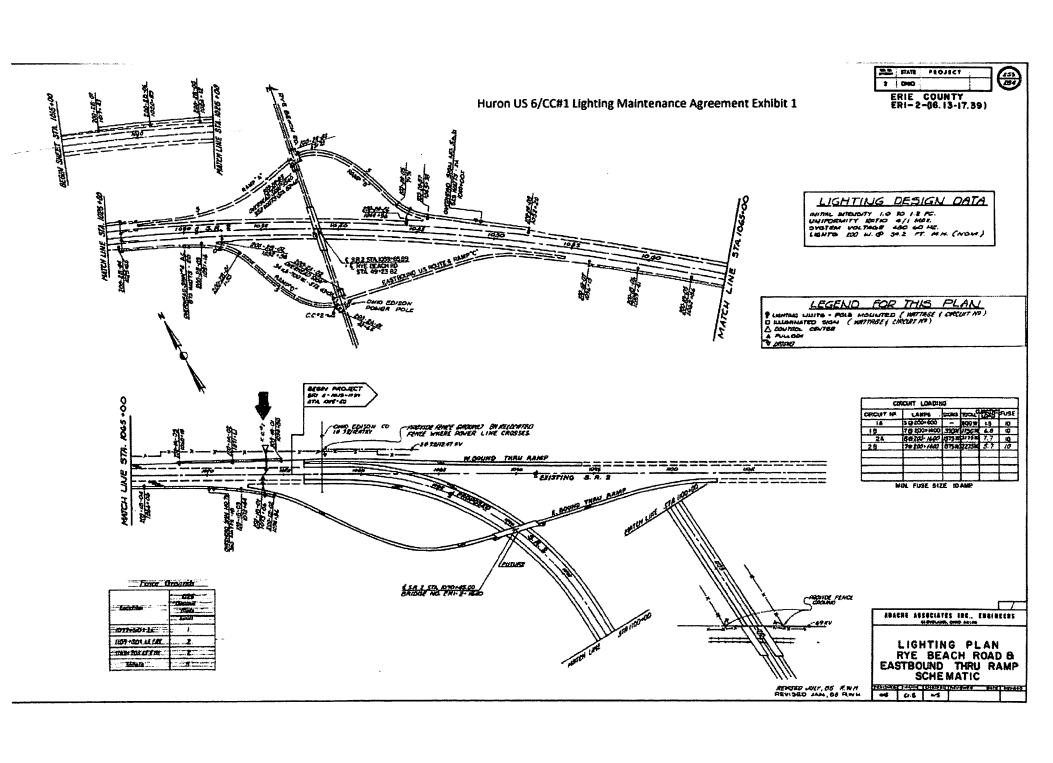
#### 10. **SIGNATURES**

- 10.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized to execute this agreement.
- 10.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

(the remainder of this page is intentionally left blank)

The Parties have caused this agreement to be executed as of the day and year last written below.

| CITY OF HURON                              |
|--|
| Ву:  |
| Printed Name: Matthew Lasko                |
| Title: City Manager                        |
| Date: 7/27/2022                            |
|  |
| STATE OF OHIO Department of Transportation |
| By: Jack Marchbanks, Director              |
| Deter                                      |





## Exhibit 2

# **ODOT District 3**

City of Huron, Erie County Maintenance Responsibility Agreement

Published 5/11/2022



0 250 500 1,000 Feet



#### Maintenance Responsibility

ODOT

City of Huron

City of Huron Boundary



ODOT does not make any warranty, expressed or implied, and does not sature any legal liability for the accuracy, completeness or usefulness of the data consider berein. Any use of this information is at the recipient's even risk

Exhibit 3

|                  | LAS. S   |                  |           |                                      |                  |      |         |            |  |  |  |  |  |
|------------------|--|------------------|-----------|--------------------------------------|------------------|------|---------|------------|--|--|--|--|--|
|                  | Ohio Department of Transportation Project Proposal Line Number list (210286) |                  |           |                                      |                  |      |         |            |  |  |  |  |  |
| Prop Line<br>Nor | Proj Nor   | Line<br>Item Nbr | ltem      | Description                          | Unit Price       | Unit | Bid Qty | Bid Amt    |  |  |  |  |  |
| 0001             | D0310427<br>0-1  | 0001             | 611E00401 | 4" CONDUIT, TYPE E, APP              | \$4.20           | FT   | 50,000  | \$210.00   |  |  |  |  |  |
| 0002             | D0310427<br>0-1  | 0002             | 625E00450 | CONNECTION, FUSED PULL APART         | \$82.00          | EACH | 10.000  | \$820.00   |  |  |  |  |  |
| 0003             | D0310427<br>0-1  | 0003             | 625E00460 | CONNECTION, UNFUSED PULL APART       | \$75.00          | EACH | 5.000   | \$375.00   |  |  |  |  |  |
| 0004             | D0310427<br>0-1  | 0004             | 625E00481 | CONNECTION, UNFUSED PERMANENT, APP   | \$80.00          | EACH | 24.000  | \$1,920.00 |  |  |  |  |  |
| 0005             | D0310427   | 0005             | 625E10504 | ERECTING REUSABLE LT POLE            | \$360.00         | EACH | 3.000   | \$1,080.00 |  |  |  |  |  |
| 0006             | D0310427<br>0-1  | 0006             | 625E14001 | LT POLE FOUND, 24"X6", APP           | \$840.00         | EACH | 1.000   | \$840.00   |  |  |  |  |  |
| 0007             | D0310427<br>0-1  | 0007             | 625E14401 | LT POLE FOUND REPAIR, APP            | <b>\$</b> 615.00 | EACH | 10.000  | \$6,150.00 |  |  |  |  |  |
| 0008             | D0310427<br>0-1  | 0008             | 625E14500 | LT POLE FOUND                        | \$840.00         | EACH | 1.000   | \$840.00   |  |  |  |  |  |
| 0009             | D0310427<br>0-1  | 0009             | 625E23201 | #4 AWG 2400 V DIST CABLE, APP        | \$2.00           | FT   | 200.000 | \$400.00   |  |  |  |  |  |
| 0010             | D0310427<br>0-1  | 0010             | 625E23302 | #6 AWG 2400 V DIST CABLE             | \$1.65           | FT   | 200.000 | \$330.00   |  |  |  |  |  |
| 0011             | D0310427<br>0-1  | 0011             | 625E23400 | #10 AWG POLE & BRKT CABLE            | \$1.25           | FT   | 100.000 | \$125.00   |  |  |  |  |  |
| 0012             | D0310427<br>0-1  | 0012             | 625E24100 | 1.5" DUCT W/2 #4 AWG 2400V           | \$6.30           | FT   | 200.000 | \$1,260.00 |  |  |  |  |  |
| 0013             | D0310427<br>0-1  | 0013             | 625E24320 | 1.5° DUCT W/3 #4 AWG 2400V           | \$7.35           | FT   | 200.000 | \$1,470.00 |  |  |  |  |  |
| 0014             | D0310427   | 0014             | 625E25100 | CONDUIT, 1", 725.04                  | \$11.60          | FT   | 50.000  | \$580.00   |  |  |  |  |  |
| 0015             | D0310427<br>0-1  | 0015             | 625E25300 | CONDUIT, 1-1/2", 725.04              | \$14.60          | FT   | 50.000  | \$730.00   |  |  |  |  |  |
| 0016             | D0310427<br>0-1  | 0016             | 625E25302 | CONDUIT, 1-1/2", 725.05              | \$5.30           | FT   | 100.000 | \$530.00   |  |  |  |  |  |
| 0017             | D0310427<br>0-1  | 0017             | 625E25402 | CONDUIT, 2", 725.05                  | \$5.55           | FT   | 50.000  | \$277.50   |  |  |  |  |  |
| 0018             | D0310427<br>0-1  | 0018             | 625E25901 | CONDUIT, JACKED OR DRILLED, APP : 3" | \$52.00          | FT   | 100.000 | \$5,200.00 |  |  |  |  |  |
| 0019             | D0310427<br>0-1  | 0019             | 625E27560 | LUMINAIRE, INSTALLATION ONLY         | \$135.00         | EACH | 2.000   | \$270.00   |  |  |  |  |  |
| 0020             | D0310427<br>0-1  | 0020             | 625E29001 | TRENCH, APP                          | \$7.20           | FT   | 200.000 | \$1,440.00 |  |  |  |  |  |
| 0021             | D0310427<br>0-1  | 0021             | 625E29401 | TRENCH IN PAVED AREAS, APP           | \$77.00          | FT   | 20.000  | \$1,540.00 |  |  |  |  |  |
| 0022             | D0310427<br>0-1  | 0022             | 625E30701 | PULL BOX, 725.08, 18", APP           | \$765.00         | EACH | 2.000   | \$1,530.00 |  |  |  |  |  |
| 0023             | D0310427<br>0-1  | 0023             | 625E30707 | PULL BOX, 725.08, 24", APP           | \$870.00         | EACH | 1.000   | \$870.00   |  |  |  |  |  |
| 0024             | D0310427<br>0-1  | 0024             | 625E31507 | PULL BOX REMOVED & REPL, APP , 18°   | \$855.00         | EACH | 1.000   | \$855.00   |  |  |  |  |  |
| 0025             | D0310427<br>0-1  | 0025             | 625E31507 | PULL BOX REMOVED & REPL, APP , 24"   | \$960.00         | EACH | 1 000   | \$960.00   |  |  |  |  |  |
|                  | 38   |                  |           |                                      |                  |      | •       |            |  |  |  |  |  |

Project Line Item List Page 1 of 3 Run Date & Time: 6/9/2022 11:11:02 AM

| Prop Line<br>Nbr | Proj Nbr        | Line<br>Item Nbr | Item      | Description  | Unit Price | Unit | Bid Qty   | Bid Amt    |
|------------------|-----------------|------------------|-----------|--|------------|------|-----------|------------|
| 0026             | D0310427<br>0-1 | 0026             | 625E31600 | PULL BOX, MISC. PULL BOX<br>ADJUSTED TO GRADE                | \$450.00   | EACH | 6.000     | \$2,700.00 |
| 0027             | D0310427        | 0027             | 625E32001 | GROUND ROD, APP  | \$190.00   | EACH | 1.000     | \$190.00   |
| 0028             | D0310427<br>0-1 | 0028             | 625E34000 | POWER SERVICE  | \$1,190.00 | EACH | 1.000     | \$1,190.00 |
| 0029             | D0310427<br>0-1 | 0029             | 625E34001 | POWER SERVICE, APP DISCONNECT                                | \$3,870.00 | EACH | 1.000     | \$3,870.00 |
| 0030             | D0310427        | 0030             | 625E34001 | POWER SERVICE, APP , METER BASE                              | \$380.00   | EACH | 1.000     | \$380.00   |
| 0031             | D0310427<br>0-1 | 0031             | 625E36010 | UNDERGROUND WARNING/MARKING TAPE                             | \$0.06     | FT   | 500.000   | \$30.00    |
| 0032             | D0310427<br>0-1 | 0032             | 625E50301 | FRANGIBLE BASE, APP  | \$910.00   | EACH | 5.000     | \$4,550.00 |
| 0033             | D0310427<br>0-1 | 0033             | 625E75500 | LIGHT POLE FOUNDATION REMOVED                                | \$360.00   | EACH | 1.000     | \$360.00   |
| 0034             | D0310427<br>0-1 | 0034             | 625E98000 | LIGHTING, MISC. LIGHT POLE<br>FOUNDATION ADJUSTED TO GRADE   | \$870.00   | EACH | 2.000     | \$1,740.00 |
| 0035             | D0310427<br>0-1 | 0035             | 632E05007 | VH SG HD, (LED),3SEC,12",1WAY, POLY,<br>APP , WITH BACKPLATE | \$635.00   | EACH | 2.000     | \$1,270.00 |
| 0036             | D0310427<br>0-1 | 0036             | 632E05087 | VH SG HD, (LED),5SEC,12",1WAY, POLY,<br>APP , WITH BACKPLATE | \$1,115.00 | EACH | 2.000     | \$2,230.00 |
| 0037             | D0310427<br>0-1 | 0037             | 632E20731 | PED SGNL HD LED, CNTDN, TYPE D2,<br>APP                      | \$340.00   | EACH | 2.000     | \$680.00   |
| 0038             | D0310427<br>0-1 | 0038             | 632E25000 | COVERING/VEH SIG HEAD  | \$10.00    | EACH | 4.000     | \$40.00    |
| 0039             | D0310427<br>0-1 | 0039             | 632E26000 | PED PUSHBUTTON   | \$220.00   | EACH | 2.000     | \$440.00   |
| 0040             | D0310427<br>0-1 | 0040             | 632E27009 | LOOP DET UNIT, DELAY/EXT, APP                                | \$350.00   | EACH | 10.000    | \$3,500.00 |
| 0041             | D0310427<br>0-1 | 0041             | 632E28201 | DISCONNECT SWITCH WIENCL, APP                                | \$710.00   | EACH | 1.000     | \$710.00   |
| 0042             | D0310427<br>0-1 | 0042             | 632E40300 | SGNL CABLE, 3 COND, 14AWG                                    | \$1.75     | FT   | 100.000   | \$175.00   |
| 0043             | D0310427<br>0-1 | 0043             | 632E40500 | SGNL CABLE, 5 COND, 14AWG                                    | \$1.95     | FT   | 100.000   | \$195.00   |
| 0044             | D0310427<br>0-1 | 0044             | 632E40700 | SGNL CABLE, 7 COND, 14AWG                                    | \$2.15     | FT   | 100.000   | \$215.00   |
| 0045             | D0310427<br>0-1 | 0045             | 632E65203 | LOOP DET LEAD-IN, INT, 14AWG, APP                            | \$5.20     | FT   | 300.000   | \$1,560.00 |
| 0046             | D0310427<br>0-1 | 0046             | 632E65301 | LEAD-IN CABLE, 2 COND, 14 AWG, APP                           | \$1.60     | FT   | 1,000.000 | \$1,600.00 |
| 0047             | D0310427<br>0-1 | 0047             | 632E68201 | POWER CABLE, 2/C, 6 AWG, APP                                 | \$3.35     | FT   | 35.000    | \$117.25   |
| 0048             | D0310427<br>0-1 | 0048             | 632E68301 | POWER CABLE, 3 CON, #6 AWG, APP                              | \$3.75     | FT   | 35.000    | \$131.25   |
| 0049             | D0310427<br>0-1 | 0049             | 632E70200 | CONDUIT RISER, 1"  | \$280.00   | EACH | 1.000     | \$280.00   |
| 0050             | D0310427<br>0-1 | 0050             | 632E70300 | COND RISER, 1-1/2"   | \$355.00   | EACH | 1.000     | \$355.00   |
| 0051             | D0310427<br>0-1 | 0051             | 632E89301 | WOOD POLE, APP   | \$1,240.00 | EACH | 1.000     | \$1,240.00 |
| 0052             | D0310427<br>0-1 | 0052             | 632E89400 | DOWN GUY   | \$445.00   | EACH | 2.000     | \$890.00   |
|                  | - 2000          |                  |           |  |            |      |           |            |

Project Line Item List Page 2 of 3 Run Date 8 Time: 6/9/2022 11:11:02 AM

A RESOLUTION GIVING CONSENT OF THE CITY FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE CITY CORPORATE LIMITS AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR SNOW AND ICE REMOVAL.

GIVING CONSENT OF THE CITY FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM CERTAIN MAINTENANCE AND/OR REPAIR ON STATE HIGHWAYS INSIDE THE CITY CORPORATION AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR CERTAIN MAINTENANCE AND/OR REPAIR.

WHEREAS, pursuant to Section 5501.41 of the Ohio Revised Code, the Director of the Ohio Department of Transportation ("ODOT") may, upon consent of the legislative authority of the municipal corporation, remove snow and ice and use snow and ice control material on State Highways within the corporate limits of the municipal corporation; and,

WHEREAS, pursuant to Section 5535.16 of the Ohio Revised Code, the Ohio Department of Transportation ("ODOT") or a political subdivision may provide snow and ice removal on the roads under the control of the State or any political subdivision; and,

WHEREAS, the Director of Transportation, under Section 5511.01 of the Revised Code of Ohio, may, upon the consent of the legislative authority of the municipal corporation, perform maintenance and/or repair on the State Highways within the corporate limits of the municipal corporation; and

WHEREAS, portions of State Highway SR 2 and portions of US 6/Rye Beach Road and portions of US 6/Cleveland Road E lie within the City of Huron, Erie County upon which ODOT is willing to perform snow and ice removal and apply snow and ice control material for the City as long as an agreement is entered into; and

WHEREAS, portions of US 6/Rye Beach Road and portions of US 6/Cleveland Road E lie outside the City limits upon which the City is willing to perform snow and ice removal and apply snow and ice control material for ODOT as long as an agreement is entered into; and WHEREAS, portions of State Highway SR 2 and the US 6 Ramps (Rye Beach Road to SR 2 EB/WB off Rye Beach Road) lie within the City of Huron, Erie County upon which ODOT is willing to perform certain maintenance and repair for the City as long as an agreement is entered into; and

WHEREAS, this resolution is not intended to and shall not supersede any section of the Ohio Revised Code pertaining to the responsibilities of the City and ODOT regarding any other maintenance and repair or responsibilities pertaining to the roads under their respective jurisdictions.

WHEREAS, the work proposed to be authorized under this ordinance shall be restricted to, if an Agreement is entered into, the Parties' removal of snow and ice and the use of snow and ice control material on the agreed upon State Highways but shall not include the removal of snow and ice and the use of snow and ice control material on driveways, parking areas, and intersecting roads and streets and, may include if an Agreement is entered into, the maintenance and/or repair of the State Highways within the corporate limits of the City; and

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

SECTION I: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to remove snow and ice and use snow and ice control material on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION II: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to perform certain maintenance and/or repair on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION III: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given, if an agreement is entered into, for the City to remove snow and ice and use snow and ice control material on any State Highway outside the city corporation limits listed in the agreement in accordance with the standard practices of ODOT.

SECTION IV: It is hereby declared to be a reasonable necessity and in the public interest that the consent of said City be, and such consent is hereby given, if an agreement is entered into, for ODOT to perform snow and ice removal and control and perform certain maintenance and/or repair on any State Highway within the city corporation limits listed in the agreement in accordance with the standard practices of ODOT and that the CITY shall reimburse ODOT for this work.

SECTION V: That the City (list position) City Manager is authorized to enter into any agreement with ODOT for the removal of snow and ice and the use of snow and ice control material and any agreement to perform certain maintenance and/or repair on State Highways as determined by the City and ODOT.

SECTION VI: That the Clerk is hereby directed to furnish the Director of ODOT, with a certified copy of this Ordinance/Resolution immediately upon execution.

SECTION VII: 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 VIII: That this Resolution shall be in full force and effect from and immediately after its adoption.

City of Huron

County of Erie, Ohio

SS:

I, Terri S. Welkener, as Clerk of the City of Huron, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the council of said City on the depth day of July, 2022; that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and the certificate of publication thereof are of record in Resolution No. 67-2022.

I have hereunto subscribed my name and affixed my official seal this Thirday of July, 2022.

Terri S. Welkener, Clerk of Council - City of Huron, Ohio

(SEAL)

# RESOLUTION NO. 74-2023 Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PAY THE OHIO DEPARTMENT OF TRANSPORTATION AN AMOUNT NOT TO EXCEED THIRTY-NINE THOUSAND ONE HUNDRED FIFTY-EIGHT AND 72/100 DOLLARS (39,158.72) FOR LANE MILE REIMBURSEMENT FOR STATE ROUTE 2 IN ACCORDANCE WITH THE TERMS OF THE ANNUAL MAINTENANCE AGREEMENT AUTHORIZED BY RESOLUTION NO. 67-2022, ADOPTED ON JULY 26, 2022, FOR FISCAL YEAR JULY 1, 2022 THROUGH JUNE 30, 2023.

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

SECTION 1: That the City Manager is authorized and directed to pay the annual invoice from the Ohio Department of Transportation for lane mile reimbursement for State Route 2 pursuant to the Annual Maintenance Agreement authorized by Resolution No. 67-2022 adopted on July 26, 2022 in an amount not to exceed Thirty-Nine Thousand One Hundred Fifty-Eight and 72/100 Dollars (\$39,158.72); a copy of the invoice is attached hereto as Exhibit "A" and incorporated herein by reference.

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: |                  |                   |  |



# **INVOICE**

## THE OHIO DEPARTMENT OF TRANSPORTATION

| 1 | N | <b>Δ</b> | CC      | OΙ           | INT              | W  | ITH: |
|---|---|----------|---------|--------------|------------------|----|------|
| 3 |   | _ A      | $\cdot$ | <b>.</b> , , | <i>)</i>   Y   I | VV |      |

HURON CITY 417 MAIN ST HURON, OH 44839

# ADDRESS QUESTIONS CONCERNING THIS INVOICE TO:

OHIO DEPARTMENT OF TRANSPORTATION 906 NORTH CLARK AVE ASHLAND, OH 44805 District - 3

(419)207-7031 (419)207-7050

| COUNTY | INVOICE NO. | INVOICE DATE | PATROL REPORT | DUE DATE   |
|--------|-------------|--------------|---------------|------------|
|        | 030191      | 10/25/2023   | 0             | 11/24/2023 |

| DESCRIPTION OF WORK DONE:                   | UNIT                | QUANTITY                   | UNIT PRICE                   | TOTAL          |
|---|---------------------|----------------------------|------------------------------|----------------|
| UPDATED INVOICE: Annual Maintenance Agreeme | ent for SR2/US6, in | Erie County, as per Legisl | ative Authority, Ordinance 2 | 2001-10 passed |

June 28, 2004.
ANNUAL MAINTENANCE AGREEMENT YEAR

\$39,158.72

\$39,158.72

Pursuant to Ohio Rev. Code 131.02, in the event this invoice is not paid within 45 days after payment is due, the matter will be certified to the Ohio Attorney General's office for collection. Once the account is certified to the Attorney General, you and your insurance company are responsible for collection costs, interest, and any fees incurred if the account is assigned to special counsel or third-party vendors for collections.

SUBMISSION OF THIS INVOICE TO YOUR INSURANCE COMPANY OR EMPLOYER IS YOUR RESPONSIBILITY FOR VISA/MASTERCARD PAYMENT PLEASE VISIT www.transportation.ohio.gov/paybycard

|   | TOTAL AMOUNT DUE        | \$39,158.72 |
|---|-------------------------|-------------|
| ◆ PLEASE RETURN BOTTOM PORTION C                    | OF INVOICE WITH PAYMENT | +           |
| MAKE CHECKS PAYABLE TO:                             | INVOICE NUMBER:         | 030191      |
| TREASURER OF STATE C/O DEPARTMENT OF TRANSPORTATION | TOTAL DUE:              | \$39,158.72 |
| REMIT TO:  OFFICE OF BUDGET AND FORECASTING         | DUE DATE:               | 11/24/2023  |

OFFICE OF BUDGET AND FORECASTING 1980 WEST BROAD STREET, 4th FLOOR COLUMBUS, OH 43223 ATTN: ACCOUNTS RECEIVABLE MS2130

# **Annual Lane Mile Reimbursement** Fiscal Year 2023 - 7/1/2022 to 06/30/2023 State Route 2 in Erie County For the City of Huron

| FISCAI Year 2023 - 1/1/2022 to 06/30/2023  | 22 to Ub/.   | 50/2023  |   |   |  |   |
|--|--|----------|---|---|--|---|
| To From City corporation Limits SR 2 17.39   | Center   | 4        | -<br>Lanes                                  | 8.76  | Lane miles<br>Total Billable Lane Miles              |   |
| Erie County ODOT Responsibility for Route 2 0.00 30.56 30. RAMPS Erie County ODOT Responsibility, Total Lane Miles SR2 Erie County ODOT Responsibility, Total snow and ice Lane Miles Erie County ODOT Responsibility, Total Mowing Lane Miles | 30.56 one of the state of the s | 4<br>– F | Lanes<br>Ramps                              | 122.24<br>19.92<br>142.16<br>386.21<br>140.52 | Lane miles<br>Lane miles<br>Lane miles<br>Lane miles |   |
| Direct Snow and Ice cost for Erie County ODOT  Erie County ODOT Responsibility, Total Lane Miles  Total Snow and Ice Cost Per Lane Mile for Erie County ODOT   |  |          | \$723,288.26<br>386.21<br><b>\$1,872.78</b> |   |  |   |
| Direct Maintenance Cost for Route 2 in Erie County<br>Erie County ODOT Responsibility for State Route 2 Lane Miles<br><b>Total Maintenance Cost Per Lane Mile for Route 2 in Erie County</b>   | λı   |          | \$214,222.66<br>142.16<br><b>\$1,506.91</b> |   |  | • |
| Contract Mowing Cost for Route 2 in Erie County Erie County ODOT Responsibility for Mowing State Route 2 Lane Miles Total Mowing Cost Per Lane Mile for Route 2 in Erie County   |  |          | \$106,072.83<br>140.52<br><b>\$754.86</b>   |   |  |   |
| Direct Snow and Ice Cost Per Lane Mile for Erie County ODOT<br>City of Huron Lane Miles on Route 2<br><b>City of Huron cost for Snow and Ice</b>   |  |          | \$1,872.78<br>8.760<br><b>\$16,405.60</b>   |   |  |   |
| Direct Maintenance Cost Per Lane Mile for Route 2 in Erie County<br>City of Huron Lane Miles on State Route 2<br><b>City of Huron cost for Maintenance</b>   |  | <b>9</b> | \$1,506.91<br>8.76<br><b>\$13,200.55</b>    |   |  |   |
| Contract Mowing Cost Per Lane Mile for Route 2 in Erie County City of Huron Lane Miles on State Route 2 City of Huron cost for Contract Mowing   |  |          | \$754.86<br>8.76<br><b>\$6,612.57</b>       |   |  |   |
| Overhead Highway Lighting Maintenance  | -  |          | \$2 940 00                                  |   |  |   |

**Total Reimbursement for FY23** 

Overhead Highway Lighting Maintenance Control Cabinet # 1 on US 6 - (Average Annual Maintenance Fee)

\$39,158.72

\$2,940.00



TO: Mayor Tapp and City Council FROM: Stuart Hamilton, Service Director

**RE:** Resolution No. 75-2023 (submitted by Stuart Hamilton)

**DATE:** November 14, 2023

#### **Subject Matter/Background**

Currently the City has multiple firewalls that are independently managed, and a separate solution for end point protection. Having multiple places to monitor makes detection of any events extremely hard and doing correlation extremely time consuming and imperfect. IT has been investigating and testing product through the year and settled on Sophos for a single pane of glass solution. This purchase will provide the City with a high-performance firewall with an online spare for redundancy, and a new end point protection client for desktops, laptops and servers. These solutions come with a three-year support and Maintenace offering which will save the City money over this period.

#### **Financial Review**

The City has budget and sufficient fund balance in the IT Fund (Fund 701) to pay for these services and equipment.

Account: 701-7000-53324

#### **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. 75-2023 is in order.

Resolution No. 75-2023 BCS Firewall Endpoint Protection \$30,992.45.docx Resolution No. 75-2023 Exh A BCS Firewall Endpoint Protection \$30,992.45.pdf

# RESOLUTION NO. 75-2023 Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER'S EXECUTION OF THE PROPOSAL FROM BUSINESS COMMUNICATION SPECIALISTS (BCS) FOR FIREWALL ENDPOINT PROTECTION SERVICES AND RELATED EQUIPMENT IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND NINE HUNDRED NINETY-TWO AND 45/100 DOLLARS (\$30,992.45).

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

<u>SECTION 1</u>. That the City Manager is hereby authorized to accept the proposal of Business Communication Specialists for the provision of firewall endpoint protection services and purchase of related equipment in the amount of Thirty Thousand Nine Hundred Ninety-Two and 45/100 Dollars (\$30,992.45); a copy of the proposal is attached hereto as Exhibit "A".

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

<u>SECTION 3</u>. That this Resolution shall be in full force and effect from and immediately after its adoption.

|                          | Monty Tapp, Mayor |
|--------------------------|-------------------|
| ATTEST: Clerk of Council |                   |
| ADOPTED:                 |                   |



Number

AAAQ18656-03

**Date** 

Nov 8, 2023

162 Main Street Wadsworth, OH 44281 Phone: 330.335.7276 Fax: 330.335.7275 www.bcsip.com

Sold To

Ship To

**City of Huron** 

Stuart Hamilton

417 Main Street

United States

Huron, OH 44839

**Your Sales Rep** 

**City of Huron** Stuart Hamilton

417 Main Street Huron, OH 44839 United States

Doug Demiter

330-335-7276

dougd@bcsip.com

SubTotal

Shipping

Tax

**Total** 

Phone 1-419-433-5000

Fax

**Phone** 1-419-433-5000

Fax

| Qty | Description  | Unit Price  | Ext. Price  |
|-----|--|-------------|-------------|
| 72  | 3-Year Subscription for Sophos Central Intercept X Advanced (Workstations) | \$85.70     | \$6,170.40  |
| 10  | 3-Year Subscription for Sophos Central Intercept X Advanced (Servers)      | \$237.45    | \$2,374.50  |
| 1   | Sophos XGS 3100 Security Appliance with 3-Year Xstream Support             | \$14,102.50 | \$14,102.50 |
| 1   | Sophos XGS 3100 Security Appliance with 3-Year Enhanced Support            | \$6,845.05  | \$6,845.05  |
| 10  | Estimated Hours for Setup/Configuration assistance as needed               | \$150.00    | \$1,500.00  |

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

## **See Standard Terms and Conditions for Payment Terms Signature of Acceptance**

| Print Name: | Date: | : |
|-------------|-------|---|

Signature:

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

\$30,992.45

\$30,992.45

\$0.00

\$0.00

162 Main Street Wadsworth, OH 44281

Phone: 330.335.7276 Fax: 330.335.7275

www.bcsip.com

## **Standard Terms and Conditions**

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

#### **Payment Terms**

- 1. <u>Hardware and Software:</u> 75% of quote paid upon signing of the proposal, with the final 25% due upon completion of implementation.
- 2. Mitel Support Renewals:
  - a. Hardware and software can usually be implemented within 10-14 working days after receipt of payment and signed proposal. BCS is not responsible for vendor delivery delays and out of stock items. BCS is not affiliated with or responsible for delays or mishandling of local or long distance services from the Client's preferred service provider(s).
  - b. All returned items are subject to up to a 25% restocking fee plus "as used" service time cost, with the exception of licenses and support and maintenance costs, which are non-refundable and non-returnable.
- 3. <u>Fixed Price Service Projects:</u> 50% of quote paid upon signing the proposal, remaining amount billed upon completion of installation, payable under BCS's standard terms of Net 20 days. A fixed price project is any project that does not have a hours estimate included in the quote.
- 4. <u>Time and Materials Projects:</u> 50% of quote paid upon signing the proposal, remaining amount billed on a weekly basis as cost is incurred, payable under BCS's standard terms of Net 20 days. An estimate with a quoted labor amount is when there is a line item that includes an estimate of hours. Service time is estimated based upon our experience and may exceed or be less than quoted.

#### **Rescheduling Fee**

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

#### **Warranty & Additional Notes**

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.

#### **Technical Support**

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

#### **License Agreement**

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

#### Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, at the request of either party, the same shall be submitted to arbitration to take place in Medina County, Ohio, by the American Arbitration Association (AAA), Commercial Division. Any decision rendered by the AAA shall be binding upon the parties hereto and enforcement thereof may be entered in any court of competent jurisdiction.

#### **Mitel Support Agreements**

Mitel Support Agreements are an agreement between the customer and Mitel. All labor completed by BCS is not covered by the Mitel Support Agreement. The Mitel Support Agreement covers the following items:

- 1. Covered defective equipment is replaced next day
- 2. Software upgrades are included (labor to install upgrades is not included)
- 3. Mitel Support Agreement allows BCS to engage Mitel Technical Support (TAC) on behalf of the customer

Revised: 7/19/2019



TO: Mayor Tapp and City Council FROM: Stuart Hamilton, Service Director

**RE:** Resolution No. 76-2023 (submitted by Stuart Hamilton)

**DATE:** November 14, 2023

#### Subject Matter/Background

This is for a purchase of a Ford F350 service truck will all required add-ons. We are starting to attempt to standardize our truck fleet to make every truck a multi-use truck that can carry out all tasks for all service departments. This unit is on the lot, and we don't have an estimated date to see another one. Working with the vendor, they agreed to keep the vehicle for us and install all the additional service items until we complete payment in early January. While this legislation is for the full amount, there will be a downpayment of \$40,000 this year and the balance of \$36,003 being paid in January.

#### **Financial Review**

The purchase of this vehicle is currently in the potential budget for 2024 in the Water Capital Fund (Fund 603). The 2023 has budget to make a down payment to secure current pricing and speed up delivery of the vehicle.

#### **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. 76-2023 is in order.

Resolution No. 76-2023 Matthews Ford F-350 with Plow LOI and Purchase \$76,003 (1).docx Resolution No. 76-2023 Exh A Matthews Ford Marion Truck with Plow \$76,003.pdf Resolution No. 76-2023 Exh B Letter of Intent Matthews Ford Plow Truck \$76,003.docx

### RESOLUTION NO. 76-2023 Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS AUTHORIZED CITY DESIGNEE TO ACCEPT THE PROPOSAL OF MATTHEWS FORD MARION FOR THE PURCHASE OF A 2023 FORD F-350 SUPER CAB WITH 8' KNAPHEIDE FLIP-TOP SERVICE BODY, 4-CORNER STROBE LIGHTING, LED STROBE LIGHTING BAR AND WESTERN 8' STRAIGHT BLADE PLOW AND PLOW ASSEMBLY IN THE AMOUNT OF SEVENTY-SIX THOUSAND THREE AND 00/100 DOLLARS (\$76,003.00), AND FURTHER AUTHORIZING THE CITY MANAGER OR HIS AUTHORIZED CITY DESIGNEE TO EXECUTE A LETTER OF INTENT WITH MATTHEWS FORD MARION RELATING THERETO.

WHEREAS, the City obtained a quote from Matthews Ford Marion for a new Ford F-350 with a plow assembly to replace existing vehicles that are undriveable or in disrepair; and

WHEREAS, the City has an immediate need for this vehicle with the winter months approaching, and Matthews Ford Marion has a vehicle on their lot that would satisfy this need; and

WHEREAS, the City will enter into a Letter of Intent with Matthews Ford Marion under which a Forty Thousand and 00/100 Dollar (\$40,000) down payment will be made to hold the vehicle until funds are budgeted for the purchase of the vehicle.

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

SECTION 1. That the City Manager is hereby authorized to accept the proposal of Matthews Ford Marion for the purchase of a 2023 Ford F-250 Super Cab with 8' Knapheide Flip-Top Service Body, 4-Corner Strobe Lighting, LED strobe lighting and Western 8' straight blade plow and plow assembly in the amount of Seventy-Six Thousand Three and 00/100 Dollars (\$76,003.00); a copy of the proposal is attached hereto as Exhibit "A".

SECTION 2. That the City Manager or his authorized City designee is authorized to execute a Letter of Intent with Matthews Ford Marion to make a down payment in the amount of Forty-Thousand and 00/100 Dollars (\$40,000.00) to hold the vehicle until the remaining funds in the amount of Thirty-Six Thousand Three and 00/100 Dollars (\$36,003.00) are made available following adoption of the 2024 Municipal Budget; a copy of the Letter of Intent is attached hereto as Exhibit "B."

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

| SECTION 4 | That this Resolution shall be in full force and effect from and immediately after its |
|-----------|---|
| adoption. |   |
|           |   |
|           |   |
|           | Monty Tapp, Mayor   |
| ΛΤΤΕςΤ·   |   |

Clerk of Council

| ADOPTED: |  |  |  |
|----------|--|--|--|
|----------|--|--|--|



## Mathews Ford Marion 1155 Delaware Avenue Marion, OH 43302 (740) 387-3673

| STOCK |            |
|-------|------------|
| -     | 22518      |
| DOB   |            |
|       | 10/27/2023 |
| SSN   |            |
| 1     |            |

| PURCHASER'S NAME City Of Huron   |   |   |   |  | DEAL#DATE 10/27/2023  |  |  |  |  |  |   |
|--|---|---|---|--|---|--|--|--|--|--|---|
| TREET ADDRESS  |   |   |   |  | PHONE   |  |  |  |  |  |   |
| ITY Huron  |   | ~~~   | ITY Erie  |  | STATE OH  | ZIP  | 44839  |  | SALESPERSO   | N Nola   | n Gierhart  |
| NTER MY ORDER FOR:   | NE  | w 🗸 u   | ***************************************   | R TRUCK  | •   | _  | FACTORY OFF  | CÁR  | RENTAL VE  | HICLE  | AS FOLLOWS:   |
| YEAR   | MAKE  | `   |   | MODEL<br>F-350   |   | SODYT  | YPE<br>ER CAB  | COLC   | R<br>FORD WHIE   | TRIM<br>XI   |   |
| 2023   | FOR   | <i>}</i>  |   | F-300  | 1   |  | ······································   | سبسبس  | I OND TAILE  | -  | CKNO  |
| VIN #  |   |   |   |  |   |  | VERED ON OR /  |  |  | 31.00  | ***************************************   |
| REMARKS:   |   | `   |   |  | CASH PRIC   | SE OF  | VEHICLE  |  |  |  | \$66,868.00   |
|  |   |   |   |  | Aftermarkets  |  | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,  |  | -  |  |   |
| :  |   |   |   | ,  | 8' KNAPHE   | DE FL  | IP-TOP SE  | RVIC   | E BODY   |  | -   |
|  |   |   |   |  | INCLUDED  | ED IN I  | PRICE  |  |  |  | ·   |
|  |   |   |   |  | -   |  |  |  |  |  |   |
| DEPOSIT RECEI  | PT:   | NE  | GATIVE EC   | UITY:  | 4 CORNER  | STRO   | BES AND L  | ED S   | TROBE BAR  |  |   |
| Dealer hereby acknowledg   | es  |   | ,   |  | LIGHT   |  |  |  |  | İ  | \$1,400.00  |
| receipt of the sum of  |   | CASH PF   | NCE OF VEHI   | CLE HAS  |   | •  |  |  | -  |  |   |
| \$ as a  | :   | BEEN RA   | GSED \$   |  |   |  |  |  |  |  | ^= ===  |
| Deposit/Partial Payment for the TO COVER NEGATIVE EQUIT  |   |   | EQUITY IN   | WESTERN 8' STRAIGHT BLADE-PLOW   |   |  |  |  |  | \$7,700.00   |   |
| vehicle described above. If this Receipt if for a Deposit, Dealer will   |   |   |   | Vehicle Service Contact 9  |   |  |  |  |  |  |   |
| refrain from selling the described X   |   |   |   |  |   |  |  |  | \$0.00   |  |   |
| vehicle for days. This   |   |   |   |  |   |  |  |  |  |  |   |
| Deposit/Partial Payment IS<br>IS NOT refundable, subject to the  |   |   |   | Maintenance Plan GAP Insurance   |   |  |  |  |  | \$0.00   |   |
|  |   |   |   |  |   |  |  |  |  | \$0.00   |   |
| following conditions:  | <del></del>   |   |   |  |   |  |  | DC   | CUMENT FEES -  | ->   | \$0.00  |
| TDADE  | N AND   | OTHER   | CREDITS   | <u></u>  | <b>!</b> .  | T  |  | +  | SELLING PRICE  | ->   | \$75,968.00   |
| TRADE-IN ALLOW   |   | O 1 1 1 - 1 1   |   |  | >>  | <del> </del>   |  | x  | % = SALES T  | ΑX   | <u> </u>  |
| BALANCE OWED   |   | DE.   |   | \$0.00   | TAVADIC   | <b></b>  | \$66,868.00  | +  | ту: Erie   |  |   |
| BALANCE OWED TO:   | Q14 1147  | 10C   |   | φυ.υυ  | ODOMETER  | <u></u>  |  | +:   |  |  | _   |
|  |   |   |   |  | THE ODOMETER C  |  | ····   | 101  | AL FEES  |  | \$35.00   |
| NET EQUITY   |   |   |   | \$0.00   | 1   | _  |  |  |  |  |   |
| DEPOSIT  |   |   |   |  | MILES/KILOMETER<br>UNLESS CHECKED   |  | CCURATE  |  |  |  |   |
| CASH ON DELIVE   | RY  | ······································  |   | \$0.00   | ODOMETER MIL  | EAGE IS N  |  |  |  |  |   |
| REBATES  |   |   |   | \$0.00   | HEFER IN IME .E   |  |  | TOT  | AL   |  | \$76,003.00   |
| TOTAL CREDIT   |   |   |   | \$0.00   |   |  | >  | TOT  | AL CREDIT  |  | \$0.00  |
| TRADE-IN STK NO.   | YEA   | R   | MAKE.   | Ţ <b>U</b> - <b>U</b> -  | MODM  | il.  |  | BAL  | ANCE DUE   |  | \$76,003.00   |
|  |   | DY TYPE   |   |  | Vilv  |  |  |  | MILEAGE  | 1  |   |
| ALL WARRANTIES. IF AN SUPPLIER SHALL BE LID DEALER ON IT'S OWN B FITNESS FOR A PARTIC EXPRESSLY WARRANTE PARTICULAR PURPOSE The front and back of thi made or entered into, or me for the purchase of this order the same as CONTRACTUAL DISCLO INFORMATION ON THE | ABLE FOR<br>EHALF, DI<br>ULAR PUI<br>ED OR GU<br>IS LIMITE<br>S Order or<br>will be rei<br>his motor<br>of If it were | PERFORE EALER HI RPOSE (A RANTER D IN DUR COMPRISES COGNIZED VEHICLE EN PRINTED ATEMENT | IMANCE UND EREBY DISCL  I) ON ALL GO ED. IN THE EV ATION TO TH the entire agr If this agreen (cept as it ap) bove my sign  MISED VEHI  MISED VEHI | ER SUCH WE AIMS ALL W HODS AND SI VENT THAT A E TERM OF THE TERM O | ARRANTIES UNLE ARRANTIES, EXPI ERVICES SOLD BY NY SERVICE CON thing this purchase used vehicle contrag on the face of t y that I am 18 year THE INFORMATIC THE INFORMATIC | SS DEALERESS OR PALES OR PALES TRACT IS ITRACT. I and no of actual distribution of the sound on You si | IR FURNISHES I IMPLIED, INCLU I, AND (B) ON AL I SOLD, ANY IMP I INTERPRETATION I STATE THE STATE IN THE STATE I SOLD IN THE S | DING AI L USED PLIED War or under nt below If the ma ledge re- | NY IMPLIED WARRAN VEHICLES WHICH A ARRANTY OR MERCI estanding of any reful i. I hereby certify that ther printed on the ba beigt of a copy of this | ITIES OR RE HEREI IANTABIL Id concern no credit ck hereof order. | MERCHANTABILITY O BY SOLD "AS IS", NOT ITY OR FITNESS FOR ning same has been has been extended to and agree to it as a pa |
|  | ER IS NO  | T VALID U   | NLESS SIGN  | ED AND   | ACCE  |  | PURCHASER  |  | DATE   | /27/20   | )23   |
| APPROVED   |   |   |   |  | SIGNE   | D  |  |  |  |  |   |
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November 9, 2023

Mathews Ford Marion 1155 Delaware Avenue Marion, OH 43302 (740) 387 - 3673

Re: Letter of Intent - CITY OF HURON WATER DEPARTMENT

Stock/Quote #: 22518

Our intention is to purchase: One 2023 Ford F-350 Super Cab with 8' Knapheide Flip-Top service body and included upgrades of 4-corner strobe lighting, LED strobe light bar, and Western 8' straight blade plow and plow assembly for \$76,003.00.

A \$40,000.00 down payment will be placed on the vehicle and delivery will not be taken until remaining balance of \$36,003.00 is paid in full on or after 1/1/2024.

**Contract:** Mathews Ford Marion

Billing Address: City of Huron, 417 Main St. Huron, OH 44839

Phone: 419-433-5000 ext. 3

Tax Exempt Certificate: On file, if needed

Exact Titling Address: 10 Waterworks Drive Huron, OH 44839

Tax ID Number: 34-6400671

Sincerely,

City of Huron, Ohio

Cory Swaisgood, CPA

Finance Director 419-433-5000, ext. 1201 cory.swaisgood@huronohio.us



TO: Mayor Tapp and City Council FROM: Stuart Hamilton, Service Director

**RE:** Resolution No. 77-2023 (submitted by Stuart Hamilton)

DATE: November 14, 2023

#### **Subject Matter/Background**

This resolution authorizes an agreement with Cintas Corporation for the provision of uniforms for personnel within the Service Departments. The current agreement authorized in 2018 (Resolution 2018-82) will expire in November 2023.

As in past years, the City Service Departments will be receiving a new set of daily use uniforms and laundry services from CINTAS.

#### **Financial Review**

All departments have budgeted these expenses in their respective #52160 uniform accounts.

Water: average yearly cost \$4384.12

Street Dept.: average yearly cost \$2349.36

Walk Off Mats: average annual cost \$560.00.

Total average cost for the term of the contract: \$36,397.40

#### **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. 77-2023 is in order.

Resolution No. 77-2023 Cintas 5-Year Uniform Rental Agreement.doc Resolution No. 77-2023 Exh A Cintas Rental Svc Agr.pdf

# RESOLUTION NO. 77-2023 Introduced by Matt Grieves

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CINTAS CORPORATION PERTAINING TO UNIFORM RENTAL FOR SERVICE DEPARTMENT PERSONNEL FOR A 60-MONTH TERM

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

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into an agreement with Cintas Corporation for the provision of uniforms for the City's Service Departments, which agreement shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

<u>SECTION 2</u>: 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.

<u>SECTION 3</u>: That this Resolution shall go into effect, and be in full force, and effect, immediately upon its passage.

|          |                  | <del> </del>      |  |
|----------|------------------|-------------------|--|
|          |                  | Monty Tapp, Mayor |  |
|          |                  |                   |  |
| ATTEST:  |                  |                   |  |
|          | Clerk of Council |                   |  |
|          |                  |                   |  |
| ADOPTED: |                  |                   |  |



#### CINTAS318

UTN#

: 3479982

AE#

: EM231003106E01

**DESIGN NAME: City of Huron** 

DATE

: 10/21/2023

SIZE

: 1.89 H X 3.89 W Inches

STITCH COUNT: 5021

FABRIC TYPE : T-Shirt knit



Scenned at High Color (16 Bit) and 1024 x 768 posts resolutions. If your ecan appears fuzzy, please check your monitor for above settings.

There will be variation in the colors (Fabric & Threads) Between the actual swetch & digital swetch.

#### **Thread Details**

| T-Sequence | T-Code               |  |
|------------|----------------------|--|
| 01         | 1802                 |  |
| 02         | 1802<br>1649<br>1802 |  |
| 03         | 1802                 |  |
|            |                      |  |



terms and conditions on the back of this agreement. Cintas Loc. No.

Accepted-GM:

#### STANDARD RENTAL SERVICE AGREEMENT

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the

| cin  | CINTAS  |   |   | 318   |   |              |
|--|---|---|---|---|---|--------------|
| CIT  |   |   |   | 12015931/12   | 015968  |              |
| STANDA   | ARD RENTAL SERVICE AGREEMENT  |   | Customer No.  | 526, 02   | 7   |              |
|  |   |   | Date:   |   |   |              |
| Customer:  | City Of Huron   |   | Phone:  |   |   |              |
| Address:   | ***   | State                                       |   |   | 44839   |              |
|  | <del></del>   | State                                       | On.   | Zip:_   | 44039   |              |
| Item #   | RENTAL PRICING:   |   |   |   |   |              |
| X270   | Description Cargo Pant  |   | c   | Unit Price  | 0.554   |              |
| X60859   | Hi-Vis T-Shirt  |   | \$  |   | 0.564   |              |
| X370   | Cargo Short   |   | \$  |   | 0.510<br>0.530                                    |              |
| X23945   | Comfort Work Pant   |   | Š   |   | 0.520   |              |
| X275   | Cintas Polo   |   | \$  |   | 0.510   |              |
| X74533   | Rip Stop Carhartt Work Pant   |   | Š   | 101   | 0.600   | 1            |
|  |   |   | *   | .5.   | 9,000   | 70           |
| <ul> <li>This agree</li> </ul>   | ement is effective as of the date of execution for a term of 60 months from date of inst  | allation.                                   |   |   |   |              |
|  | tional charges listed below are subject to adjustment by Company effective upon notice  |   | which notice may  | be in the form o  | f an invoice.                                     |              |
| <ul> <li>Name En</li> </ul>  |   |   | Ś   |   | a.  |              |
| <ul> <li>Custome</li> </ul>  | r Emblem \$ea. • Embroide   |   | Š   |   | :a.   |              |
| <ul> <li>COD Terr</li> </ul>   |   |   | the Following W   |   |   |              |
| <ul> <li>Credit Te</li> </ul>  | rms - Charge Payments Due 30 Days After End of Month  |   | _   | ,   |   |              |
| <ul> <li>Automat</li> </ul>  | ic Lost Replacement Charge: Material: % of Inventory  |   | ii \$   | е   | a.  |              |
|  | ic Lost Replacement Charge: Material: % of Inventory  |   | \$  | e   | a.  |              |
| <ul> <li>Make-Up</li> </ul>  |   |   |   |   |   |              |
| <ul><li>Non-Star</li></ul>   | ndard/Special Cut Garment (i.e., non-standard, non-stocked, unusually small or large siz  | es, unusually s                             | hort or long sleev  | e or length, etc.)  | premium   |              |
| Artwork      Uniform     Service C This Service C the environm future by Con     Size Char     S     Uniform | Charge is used to help Company pay various fluctuating current and future costs including tent, energy issues, service and delivery of goods and services, in addition to other misompany.  Inge: Customer Agrees to have employees measured by a Cintas representative using gate per garment will be assessed for employees size chated and the per garment. Premium Advantage \$  Uniform and Premium Advantage covers damaged garments needing to be replaced of Advantage do not cover lost or unreturned garments. The Customer or Company may Advantage \$  Uniform and Premium Advantage covers damaged garments. Emblem Advantage cover Customer or Company may cancel Emblem Advantage at any time after six months fro | ellaneous cost rment "size sa nged within 4 | ited to, costs dire<br>is incurred or that<br>mples". A charge<br>weeks of installat<br>al wear. Uniform<br>in Advantage and I<br>impany emblems<br>allation. | of of ion. per garment. Advantage and Pr Premium Advanta initially selected b | in the<br>remium<br>ge at any tin<br>by Customer. | . The        |
| EACH ITV SEI   | DVICES DRODUCTS DRICING.  |   |   |   |   |              |
| Item #   | RVICES PRODUCTS PRICING:  | Dental F                                    | Income to a second  | Heit P-1  |   |              |
| ILCIII #   | Description   | Rental Freq.                                | Inventory   | Unit Price  |   |              |
|  |   |   | t   |   |   |              |
| X84035   | 3X10 Mat  | 1   | any/ail   | \$ 5.000  |   |              |
| X84335   | 3X5 Mat   | 1   | any/all   | \$ 3.000  |   |              |
| X84401   | 4X6 Logo mat  | 1   | any/all   | \$ 6.500  |   |              |
|  |   |   | - III/ WIL  | ÷ 0.300   |   |              |
| 1  |   |   |   |   |   |              |
| r  | DATE Initial and check box if Unilease. All garments will be cleaned by Cu Initial and check box if receiving Linen Service. Company may make   |   | sical inventories o   | f items in possess  | ion or under                                      | r control of |
|  | Customer.  DATE Initial and check box if receiving direct embroidery. If service is discontinued for any employee, or Custoemr deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement. Customer will purchase all direct   |   |   |   |   |              |
| ,  | DATE embroidered garments at the time they are removed from service at the then current replacement values.   |   |   |   |   |              |
|  | Initial and check box if declining the Uniform Advantage program.  DATE   |   |   |   |   |              |
|  | Customer certifies it is or is  | not a federa                                | I, state, or local  | government bra  | nch or ager                                       | ncv          |

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|---------|-------|----------|

Please Sign Name Please Print Name Please Print Title



#### STANDARD UNIFORM RENTAL SERVICE AGREEMENT

- The Customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.
- 2. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
- 3. Unless specified otherwise, the garments supplied under this agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. Flame retardant and acid resistant garments are available from Company upon request. Customer agrees to notify its employees that their garments are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
- 4. Customer agrees to notify Company, in writing of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
- 5. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non standard, or special products (I.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and sizes designated under Uniform Pricing.
- 6. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. If the Customer receives discount pricing due to bundling of products/services, Customer acknowledges that discount is subject to Customer continuing the bundling of the product/services. Should Customer discontinue bundling, pricing may be increased to the non-discounted pricing. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
- 7. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
- 8. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
- 9. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
- Additional Customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof this agreement, and subject to all of its provisions, If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term. or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
- 11. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for the additional product and services added after the initial invoice.
- 12. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.
- 13. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
- 14. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This agreement may only be amended by a written document executed by all parties
- 15. This Agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Cintas, provided, however, if a Federal, state or local governmental body or its representative is a party to this Agreement, the proposed modification, amendment or supplement must be in a writing signed by a President or Senior Vice President of Cintas.