



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

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

Friday, December 1, 2023 @ 5:00 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

### **LIVESTREAM MEETING INFORMATION**

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

**I. Call To Order** Moment of Silence followed by the Pledge of Allegiance to the Flag

**II. Oaths of Office**

Law Director Todd Schrader will administer oaths to newly elected members of Council, namely, Monty Tapp, Mark Claus and Joel Hagy.

**III. Roll Call of City Council**

**IV. Elections/Appointment of Mayor, Vice-Mayor and Clerk of Council**

**IV.a** Appointment of Clerk of Council for a term of two (2) years

**IV.b** Oath of Office - Clerk of Council

**IV.c** Nominations for the position of Mayor.

**IV.d** Election of Mayor for a term of two (2) years

**IV.e** Oath of Office - Mayor

**IV.f** Nominations for the position of Vice-Mayor.

**IV.g** Election of Vice-Mayor for a term of two (2) years

**IV.h** Oath of Office - Vice-Mayor

**V. Approval of Minutes**

**V.a** Minutes of the October 24, 2023 regular meeting of Council.

**VI. Audience Comments**

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

**VII. Old Business**

**VII.a** Ordinance No. 2023-39 **(third and final reading)** *(submitted by Matt Lasko)*

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

163 (Employment Provisions).

**VII.b** Ordinance No. 2023-40 **(third and final 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-3 (General Business District).

**VII.c** Ordinance No. 2023-42 **(second reading)** *(submitted by Stuart Hamilton)*

A resolution authorizing executing of the 2024-2028 Landfill Energy Schedule with American Municipal Power, Inc. and taking other actions in connection therewith regarding Landfill Generated Power Purchases.

**VII.d** Ordinance No. 2023-45 **(second reading)** *(submitted by Chief Terry Graham)*

An ordinance amending Chapter 501 (General Provisions and Penalty) to establish a new Section 501.13 (Criminal Activity as a Nuisance; User Charge for Excessive Consumption of Public Services) of the Huron Codified Ordinances.

**VII.e** Ordinance No. 2023-44 **(second reading)** *(submitted by Chief Terry Graham)*

An ordinance establishing a new Section 909.04 (Criminal Activity as a Nuisance; User Charge for Excessive Consumption of Public Services) under Chapter 909 (Assessments) of the Huron Codified Ordinances.

**VII.f** Resolution No. 71-2023 **(third and final 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.

**VII.g** Resolution No. 72-2023 **(third and final 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.

**VIII. New Business**

**VIII.a** Resolution No. 83-2023 *(submitted by Andrea Rocco)*

A resolution authorizing execution of an MOU with AFSCME amending Section 17.02 of their current Collective Bargaining Agreement expiring on December 31, 2024.

**VIII.b** Resolution No. 84-2023 *(submitted by Matt Lasko)*

A resolution authorizing an Agreement with Shepherd's Shoreline Construction for demolition, land clearing and rough grading services to be performed at the Oster's Mobile Home Park property on Cleveland Road in Huron, OH.

**IX. City Manager's Discussion**

**X. Mayor's Discussion**

**XI. For the Good of the Order**

**XII. Executive Session(s)**

**XIII. Adjournment**



**TO:** Mayor Tapp and City Council  
**FROM:** Terri Welkener , Clerk of Council  
**RE:** Ordinance No. 2023-39 **(third and final reading)** *(submitted by Matt Lasko)*  
**DATE:** December 1, 2023

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### **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.

### **REVISIONS MADE ON SECOND READING:**

Ordinance No. 2023-39 has been revised to clarify what happens when Christmas Eve and New Year's Eve fall on a Friday. Because the main holidays (Christmas and New Year's Day) would fall on a Saturday, those holidays would be recognized on the Friday preceding. The current language in our Codified Ordinances remains silent on when Christmas Eve and New Year's Eve (1/2 days) would be celebrated in that instance.

This new language would have Christmas Eve and New Year's Eve observed on the Thursday preceding Christmas Eve and New Year's Eve, with Christmas Day and New Year's Day being observed on Friday.

### **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 third and final reading is in order.

[Ordinance No. 2023-39 Chapter 163.04\(b\) Christmas and NYE holidays \(5\).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); AND DECLARING AN EMERGENCY.

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:

SECTION 1: 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.

SECTION 2: 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 a Sunday, the Friday preceding shall be considered the legal holiday. Notwithstanding the foregoing, should Christmas Day and New Year's Day fall on a Saturday, the Thursday preceding shall be considered the legal holiday for observance of Christmas Eve and New Year's Eve.

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.

SECTION 4: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and it is imperative this Ordinance be effective immediately, WHEREFORE, this Ordinance shall be in full force and effect from and immediately after its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

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

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



**TO:** Mayor Tapp and City Council  
**FROM:** Terri Welkener , Clerk of Council  
**RE:** Ordinance No. 2023-40 (**third and final reading**) (*submitted by Erik Engle*)  
**DATE:** December 1, 2023

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### **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 initiative: 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.

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

No changes have been made since the first reading on November 14, 2023.

### **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 third and final reading is in order.

[Ordinance No. 2023-40 Lemmy's Rezoning Ordinance - Copy \(1\).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); AND DECLARING AN EMERGENCY.

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.



SECTION 3. 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.

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Monty Tapp, Mayor

ATTEST: \_\_\_\_\_

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

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

Date : 7/18/27

Property Owner: JAN WESKE BUCHHEZ  
Address: 615 MARINER VILLAGE  
City, State, Zip: HURON, OH 44839  
Email Address: TEULIZ31@GMAIL.COM  
Address of Property to be Rezoned: 2027 CLEVELAND BLVD - 2029 CLEVELAND BLVD  
Parcel Number: \_\_\_\_\_

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

TAMARA L ZULCH  
243 E MARKET ST #3 SANDUSKY, OH 44870

Current Zoning District of Subject Property:

R-1 ☐ R-2 ☐ R-3 ☐ B-1 ☐ B-2 ☐ B-3 ☐

I-1 ☐ I-2 ☐ Other: R-1A

Explain the reason that re-districting/re-zoning is being

requested: EXPANSION AND RECONFIGURATION OF EXISTING STRUCTURE  
ADDITIONAL OUTDOOR DINING AND LIQUOR SALES

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" x 17")
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: \_\_\_\_\_

Date Submitted to City Council: \_\_\_\_\_

Date Submitted to Planning Commission: \_\_\_\_\_

7/18/23

5/1/2023

7/25/23

QMG

Jill Farkyn

EMAIL w/ INFO

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  $01^{\circ}35'23''$  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  $88^{\circ}23'27''$  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  $01^{\circ}01'08''$  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  $88^{\circ}23'27''$  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  $01^{\circ}01'08''$  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.

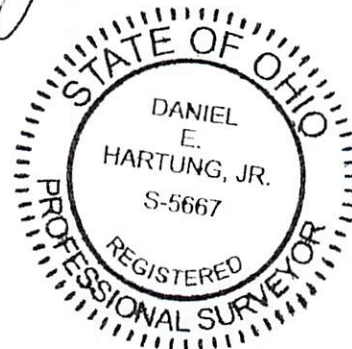
The above description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in June 2023. The bearings were based on ODOT VRS.

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.

Michael J. Farrell  
Engineer/Surveyor: Erie County Engineer's

Date: 6-21-2023

Daniel E. Hartung Jr. 6/21/23  
Daniel E. Hartung Jr., PE, PS

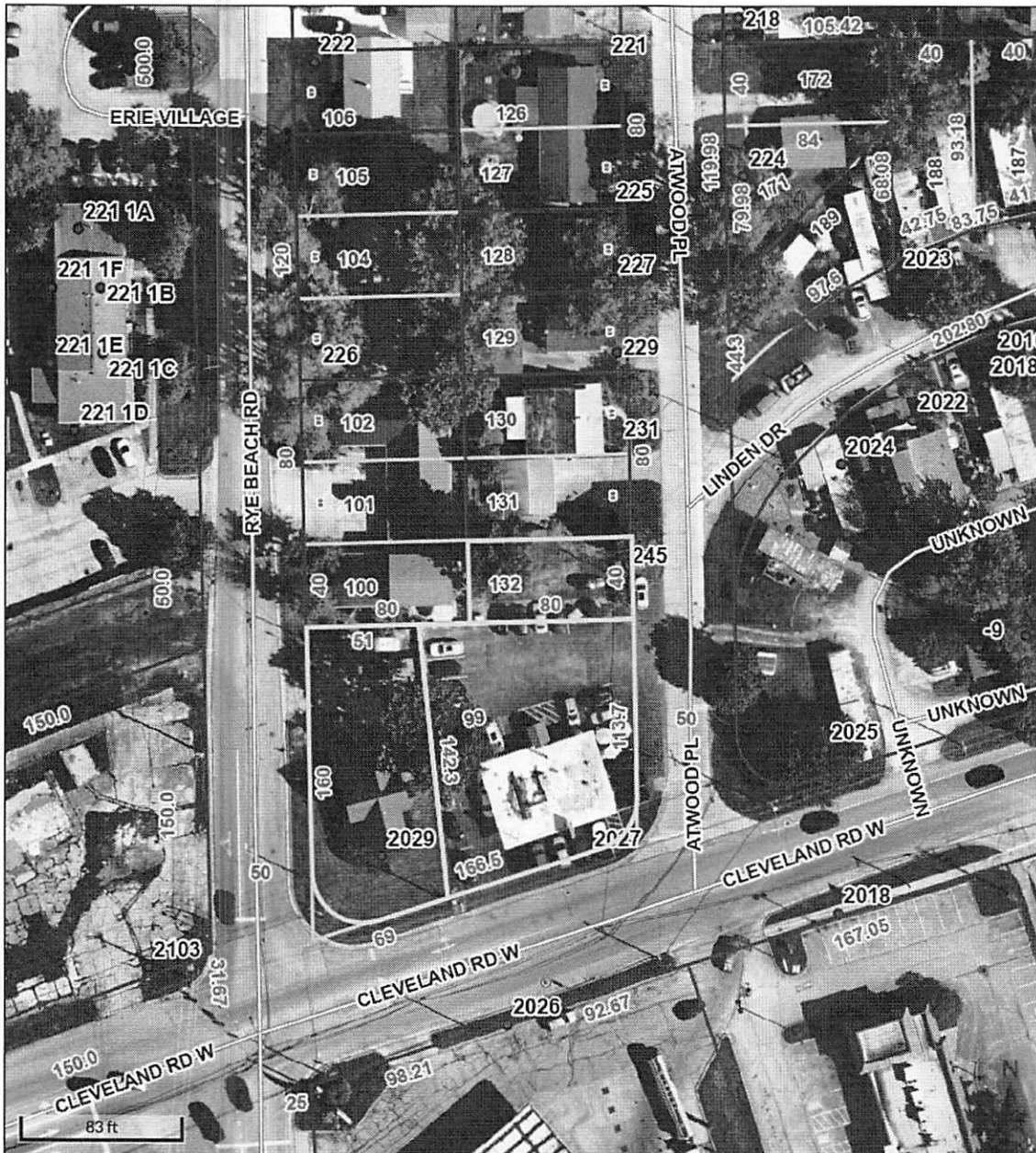




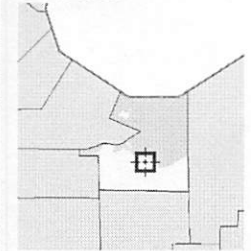


Richard H. Jeffrey  
ERIE COUNTY AUDITOR | ERIE COUNTY, OHIO

ALL PARCELS ARE ZONED R-1A



Overview



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  
GEOSPATIAL

43-00306.000  
43-00305.000  
43-00307.000



**TO:** Mayor Tapp and City Council  
**FROM:** Terri Welkener , Clerk of Council  
**RE:** Ordinance No. 2023-42 **(second reading)** *(submitted by Stuart Hamilton)*  
**DATE:** December 1, 2023

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### **Subject Matter/Background**

This is a 60-month contract (January 1, 2024 through December 31, 2028), through American Municipal Power, Inc. to purchase up to 300kW of landfill-generated electric and receive Environmental Credits associated with this electric at a fixed rate of \$65.00 per MWh. This landfill-generated electric is generated at the Erie County Landfill keeping the generation local and minimizing the distance for transmission loss. This electric is simply a portion of our overall electric supply portfolio.

### ***Legislation History***

Ordinance No. 2022-33 (adopted 6-28-22) - \$60/MWh for 17 months.

### **Financial Review**

This contract is for services purchased via the ELECTRIC FUND (654-5100-53352). American Municipal Power (AMP) is a strategic partner that plays a significant role in satisfying the electric capacity and energy requirements of our CUH residents and corporate constituents. The average annual expenditure for services to AMP has been between \$2.1MM and \$3.7MM over the past few fiscal years.

### **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 Ordinance No. 2023-42 on its second reading is in order.

[Ordinance No. 2023-42 AMP 2024-2028 Landfill Energy Schedule.doc](#)

[Ordinance No. 2023-42 Exh A AMP 2024-2028 Landfill Energy Schedule.pdf](#)

CITY OF HURON, OHIO  
ORDINANCE NO. 2023-42  
Introduced by Joel Hagy

AN ORDINANCE TO APPROVE THE FORM AND AUTHORIZE THE EXECUTION OF THE 2024-2028 LANDFILL ENERGY SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC. AND TAKING OF OTHER ACTIONS IN CONNECTION THEREWITH REGARDING LANDFILL GENERATED ENERGY PURCHASES.

WHEREAS, the City of Huron, Ohio ("Municipality") owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, in order to satisfy the electric capacity and energy requirements of its electric utility system, Municipality has heretofore purchased, or desires to purchase in the future, economical, reliable and environmentally sound capacity and energy and related services from, or arranged by, American Municipal Power, Inc. ("AMP"), of which Municipality is a member; and

WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including Municipality, being political subdivisions that operate municipal electric utility systems; and

WHEREAS, Municipality, acting individually and through AMP with other political subdivisions of this and other states that own and operate electric utility systems, jointly, endeavors to arrange for reliable, environmentally sound and reasonably priced supplies of electric capacity and energy and related services for ultimate delivery to its customers; and

WHEREAS, it is efficient and economical to act jointly in such regard; and

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, AMP Contract No. C-3-2006-5025, which contemplates that Municipality shall enter into various schedules for the provision of capacity and associated energy and related services from AMP to Municipality; and

WHEREAS, certain Members, including the Municipality have determined that they can utilize additional sources of landfill-generated electric capacity and energy and have requested that AMP arrange for the same by purchasing from landfill energy facilities; and

WHEREAS, in furtherance of this purpose, AMP will enter into an agreement with Ohio Renewable Energy Services ("ORES") (the "2024-2028 Landfill Power Agreement") under the terms of which AMP will purchase approximately two megawatts of capacity, the associated energy and a share of Environmental Attributes (as defined therein) from the landfill generation project(s) located at the Erie County Landfill; and

WHEREAS, it is necessary and desirable for Municipality to enter into the 2024-2028 Landfill Energy Schedule to Municipality's Master Services Agreement with AMP to provide for an additional source of capacity, energy and Environmental Attributes; and

WHEREAS, after due consideration, the Municipality has determined it is reasonable and in its best interests to proceed as authorized herein below and requests and authorizes AMP to acquire

capacity, energy and Environmental Attributes from the Landfill Project(s) upon those terms and conditions set forth in the 2024-2028 Landfill Energy Schedule.

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

SECTION 1. That the 2024-2028 Landfill Energy Schedule between Municipality and AMP, substantially in the form attached hereto, including Exhibits thereto, is approved, and the City Manager of Municipality is hereby authorized to execute and deliver the 2024-2028 Landfill Energy Schedule with such changes as the City Manager may approve as neither inconsistent with this Ordinance nor materially detrimental to the Municipality, execution of the 2024-2028 Landfill Energy Schedule to be conclusive evidence of such approval.

SECTION 2. That the City Manager is hereby authorized to (i) acquire under the 2024-2028 Landfill Energy Schedule, authorized above, a Contract Amount as defined in that Schedule of up to 300 kilowatts with a price of \$65.00/MWh for energy, capacity and Environmental Attributes made available thereunder without bid, and (ii) make any determinations and approvals required thereunder, if any, as the City Manager shall deem necessary and advisable.

SECTION 3. If any section, subsection, paragraph, clause or provision or 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 this Ordinance shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 4. That competitive bidding is not required on the Municipality's acquisition of its right to secure energy under the 2024-2028 Landfill Energy Schedule, and in the event any competitive bidding requirements are applicable, any such competitive bidding requirements that might otherwise be applicable, are hereby waived.

SECTION 5. That 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 a quorum of the Council, and that all deliberations of this Council and of any committees that resulted in those formal actions, were held in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure to preserve the public health, safety and welfare of the City of Huron. Therefore, this Ordinance shall be in full force and effect from and immediately after passage and approval by the Mayor.

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Monty Tapp, Mayor

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

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



**CITY OF HURON, OHIO**  
**2024-2028 LANDFILL ENERGY SCHEDULE**  
**AMP Contract No. 2024-009364-ESS**  
**A Schedule to**  
**American Municipal Power, Inc.**  
**and**  
**CITY of HURON, OHIO**  
**Master Service Agreement No. C-3-2006-5025**

WHEREAS, the City of Huron, Ohio (“Municipality”) and American Municipal Power, Inc., (“AMP”) have entered into a Master Services Agreement (“MSA”) under which certain services may be provided, pursuant to schedules entered into between Municipality and AMP; and

WHEREAS, AMP will enter into the Erie County Landfill Energy Power Purchase Agreement with Ohio Renewable Energy Services, LLC (“ORES”) (the “Landfill Power Agreement”) whereby AMP will purchase up to approximately two megawatts (“MW”) of capacity and associated energy for a period of sixty (60) months, pursuant to the terms and conditions set forth therein; and

WHEREAS, the Landfill Power Agreement provides, among other things, an opportunity for the Municipality to receive from AMP landfill-generated capacity, energy and Environmental Attributes (as defined therein) from the landfill gas to electricity facility located at the Erie County Landfill through this schedule to the MSA (the “2024-2028 Landfill Energy Schedule”).

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, the Parties agree as follows.

**SECTION 1 - TERM**

The term of this 2024-2028 Landfill Energy Schedule shall be coterminous with the Landfill Power Agreement (January 1, 2024 – December 31, 2028) as defined therein, which is a sixty (60) month term; provided, however, that Municipality’s obligation to purchase and AMP’s obligation to deliver capacity, energy and Environmental Attributes pursuant to this 2024-2028 Landfill Energy Schedule are both contingent on the performance of ORES pursuant to the Landfill Power Agreement.

**SECTION 2 - SERVICES**

AMP agrees to procure as Seller, pursuant to (and its obligations hereunder are specifically dependent upon) the Landfill Power Agreement, output up to approximately 2.0 MW of capacity, associated energy in megawatt-hours (“MWh”), and one-half (50%)

of the Environmental Attributes for the benefit of the Municipality (the “Contract Amount”). Municipality agrees to take and pay for such capacity, energy and Environmental Attributes on a *pro rata* basis where and as available pursuant to the Landfill Power Agreement. Such *pro rata* amounts to be determined by multiplying the Municipality’s percentage Contract Amount, as set forth on Exhibit B hereto, times the actual capacity and energy available from time to time under the Landfill Power Agreement.

### **SECTION 3 - DELIVERY POINT**

The Delivery Point for this 2024-2028 Landfill Energy Schedule shall be the “Delivery Point” as defined in the Landfill Power Agreement, which is the point(s) where the facility connects with FirstEnergy’s system at 69 kV on the high side of the ORES transformer at the Landfill, unless the same is modified in writing by the Parties. There may also be a Secondary Delivery Point, or Points of Delivery. Municipality may change the Secondary Delivery Point(s) set forth on Exhibit D with AMP’s consent, such consent not to be unreasonably withheld, provided that transmission to any modified Secondary Delivery Point shall be pursuant to appropriate Federal Energy Regulatory Commission (“FERC”) tariffs at Municipality’s expense, including the costs of any/all required ancillary services.

### **SECTION 4 - SCHEDULING**

A. AMP shall cooperate with the Municipality to schedule the capacity and energy to a Secondary Delivery Point as set forth in Exhibit D.

B. Notwithstanding any other provision of this 2024-2028 Landfill Energy Schedule and the MSA, Municipality shall, when available, take and pay for the Landfill-generated capacity, energy and Environmental Attributes.

### **SECTION 5 - DEPENDENCE ON LANDFILL POWER AGREEMENT**

Municipality recognizes that AMP’s ability to supply landfill-generated capacity, energy and Environmental Attributes under this 2024-2028 Landfill Energy Schedule is dependent upon AMP’s ability to arrange for the same pursuant to the Landfill Power Agreement. Additionally, Municipality recognizes that AMP entered into the Landfill Power Agreement primarily for the benefit of Municipality and the other Members of AMP and that AMP, pursuant to the Landfill Power Agreement, has certain rights as well as certain obligations. Accordingly, Municipality agrees to cooperate with AMP in such a manner as to facilitate AMP’s performance of its obligations thereunder and releases AMP from any liability due to ORES’s failure to perform.

### **SECTION 6 - RATES, CHARGES AND BILLING**

A. Capacity, energy and Environmental Attributes made available pursuant to this 2024-2028 Landfill Energy Schedule shall be charged at the base rates specified in the Landfill Power Agreement for the term of the Landfill Power Agreement as shown on

Exhibit A and the costs set forth in Sections 6 (B) and (C) hereof, and the Capacity and Energy Rate Schedules as the same may be modified by AMP from time to time and pursuant to the billing provisions herein and in the MSA;

B. The net of the following costs shall be included as a component of a uniform rate adjustment to be charged hereunder for energy delivered or made available to Municipality: any ancillary service, congestion and marginal loss charges by PJM Interconnection, L.L.C. ("PJM") or any other applicable Regional Transmission Organization ("RTO"), an appropriate allocation of AMP's energy control center, metering and other common costs of AMP reasonably allocable to the Landfill Power Agreement in the rates set forth on Exhibit A ("Rate Adjustment"). This creates a Project Energy Rate for the 2024-2028 Landfill Energy Schedule consisting of the charges in Exhibit A as adjusted as set forth in this Section 6 (see Exhibit E – Example Project Energy Rate Calculation). The Municipality shall also be responsible for any additional ancillary service, congestion or marginal loss charges to its Secondary Delivery Point.

C. In addition to the other compensation to be paid to AMP pursuant to this 2024-2028 Landfill Energy Schedule, Municipality shall also pay the AMP Energy Control Center Charge and the Service Fee B specified in the MSA (currently at a rate of \$0.00058/kWh for Service Fee B).

D. If AMP, pursuant to the Landfill Power Agreement, must pay any Capacity Performance penalties received by PJM that are attributed to the Landfill Gas Electric Facilities (as defined in the Landfill Power Agreement), AMP shall pass the cost of such penalty through to Municipality and Municipality shall pay such penalty on a *pro rata* basis. Municipality's *pro rata* amount due shall be determined by multiplying the Municipality's percentage Contract Amount times the actual penalty amount for which AMP is responsible.

If AMP, pursuant to the Landfill Power Agreement, receives any Capacity Performance bonuses received by PJM that are attributed to the Landfill Gas Electric Facilities, AMP shall pass the bonus through to Municipality on a *pro rata* basis. Municipality's *pro rata* share shall be determined by multiplying the Municipality's percentage Contract Amount times the actual bonus amount for received by AMP.

### **SECTION 7 – INSTALLED CAPACITY CREDIT**

Municipality will receive a pro-rata share of the net available Installed Capacity/RPM credits/charges (if any) from PJM.

### **SECTION 8 – ENVIRONMENTAL ATTRIBUTES**

All Environmental Attributes available to AMP under the Landfill Power Agreement (50% of the total amount generated) may be monetized by AMP at Municipality's direction and credited *pro rata*, to the Municipality. Such *pro rata* amounts to be determined by multiplying the Municipality's percentage Contract Amount times

the actual Environmental Attributes available to AMP from time to time under the Landfill Power Agreement. Alternatively, in the event that Municipality wishes to represent the energy supplied hereunder as “renewable,” at the direction of Municipality, AMP may directly credit or retire the Environmental Attributes upon Municipality’s direction.

Municipality’s election of actions to be taken in regard to Municipality’s pro rata share of the Environmental Attributes shall be shown on Exhibit C. Municipality may change its election at any point during the Term by providing written notice to AMP.

**IN WITNESS WHEREOF**, the Parties understand and agree to the terms and conditions contained herein and agree to be bound thereby.

**CITY OF HURON**

**AMERICAN MUNICIPAL POWER, INC.**

\_\_\_\_\_  
TITLE:\_\_\_\_\_

\_\_\_\_\_  
Jolene M. Thompson  
President/CEO

DATE:\_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Law Director

\_\_\_\_\_  
Lisa G. McAlister  
SVP and General Counsel for Regulatory  
Affairs

**EXHIBIT A****RATE SCHEDULE for LANDFILL ENERGY\***

<u>Start Date</u>	<u>End Date</u>	<u>Price (\$/MWh)</u>
1/1/2024	12/31/2028	\$65.00

\*Reflects only those amounts that AMP will pay to ORES. Service fees, or other applicable charges will have to be supplied and added.

**EXHIBIT B****Capacity Schedule**

	<b><u>kW</u></b>	<b><u>%</u></b>
Amount Of Total Capacity Under Landfill Agreement	2,000	100%
Contract Amount Of Municipality's Capacity	300	15%

**EXHIBIT C**

**Environmental Attributes**

For the years 2024 through 2028, Municipality elects the following actions be taken in regard of the Municipality's pro-rata share of Environmental Attributes available under the Landfill Power Agreement:

\_\_\_\_\_ Municipality requests that AMP sell Municipality's pro-rata share of Environmental Attributes and return proceeds of sale to Municipality.

\_\_\_\_\_ Municipality requests that AMP credit Municipality's pro-rata share of Environmental Attributes to Municipality's PJM GATS account.

**EXHIBIT D**

**SECONDARY DELIVERY POINTS**

**[TO COME]**



**EXHIBIT E**

**EXAMPLE 2024 LANDFILL SCHEDULE RATE CALCULATION**

**2024 Example Rate**

Base Energy, Capacity and Environmental Attributes Rate = \$65.00 / MWh

PJM Operating Reserves = \$0.10 / MWh (estimated)

AMP Energy Control Center charge = \$0.65 / MWh (estimated)

Final Project Energy Rate (example) - \$65.75 / MWh

Service Fee B = \$0.58 / MWh



**TO:** Mayor Tapp and City Council  
**FROM:** Terri Welkener , Clerk of Council  
**RE:** Ordinance No. 2023-45 **(second reading)** *(submitted by Chief Terry Graham)*  
**DATE:** December 1, 2023

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### **Subject Matter/Background**

This summary relates to Ordinances 2023-45 and 2023-44:

Ordinance No. 2023-45 establishes an ordinance to provide another option for law enforcement to hold property owners accountable for the behavior of their tenants when it becomes a strain on safety services. This ordinance would allow assessment of fines to the property owner.

Ordinance No. 2023-44 establishes a new Section 909.04 (Criminal Activity as a Nuisance; User Charge for Excessive Consumption of Public Services) under Chapter 909 (Assessments) of the Huron Codified Ordinances. This ordinance relates to assessment of charges on the real property tax bill of the property owner.

### **Financial Review**

The City will have the ability to recoup the City's total cost of the nuisance through the property tax assessment process, similar to the property maintenance assessment process.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement with the request, motions placing Ordinance Nos. 2023-45 and 2023-44 on their second readings are in order.

[Ordinance No. 2023-45 New Section 501.13 Criminal Nuisance \(1\).docx](#)

ORDINANCE NO. 2023-45  
Introduced by William Biddlecombe

AN ORDINANCE AMENDING CHAPTER 501 (GENERAL PROVISIONS AND PENALTY) OF THE HURON CODIFIED ORDINANCES TO ADD A NEW SECTION 501.13 (CRIMINAL ACTIVITY AS A NUISANCE; USER CHARGE FOR EXCESSIVE CONSUMPTION OF PUBLIC SERVICES).

WHEREAS, this Council hereby determined the changes and amendments set forth within this Ordinance, are in the best interest of the City of Huron and its citizens.

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

SECTION 1. That Chapter 501 (General Provisions and Penalty) of the Codified Ordinances of the City of Huron, Ohio, be amended to add a new Section 501.13 (Criminal Activity as a Nuisance; User Charge for Excessive Consumption of Public Services), which shall read as follows:

"SECTION 501.13 CRIMINAL ACTIVITY AS A NUISANCE; USER CHARGE FOR EXCESSIVE CONSUMPTION OF PUBLIC SERVICES.

1. Purposes. It is the intent of the City Council, by the adoption of this Section, to impose on and collect from the owner of a property the City's cost for police and health and safety-related services, which are over and above the cost of providing normal police protection and health and safety-related services City-wide, if the said excess costs are spent to abate a nuisance that has occurred, or is maintained and permitted, on the property. The collection of the costs for such excess police and health and safety-related services shall be by assessment against the property on which the nuisance, or activity constituting the nuisance, occurs, pursuant to the authority in the Ohio Constitution, Article XVIII Sections 3 and 7, the City's Charter, and the Ohio R.C. 715.44, 715.47, 3707.01 et seq., empowering the City to abate nuisances and collect the costs of such abatement by special assessment.

2. Definitions.

"BUILDING" means a structure suitable for human shelter, a commercial structure that is maintained for business activities that involve human occupation, any portion of the structure, or the real property on which the structure is located.

"EXCESSIVE POLICE AND NUISANCE ENFORCEMENT SERVICES" means those City services provided at a specific property address where a commercial building or structure is maintained for business activities that involve human occupation after four or more calls for service for separate nuisance events had occurred in a prior thirty-day time period, and a specific property address where a building or structure is maintained for human shelter after two or more calls for service for separate nuisance events had occurred in a prior thirty-day time period, and the owner was notified in writing that subsequent high levels of police and health and safety-related nuisance calls for service would result in a fee being charged for excessive consumption of such services, and where the owner has been provided with thirty days following the notice to abate the nuisance generating the high levels of calls for City services.

"INTERESTED PARTY" means any known lessee or tenant of real property or of a building thereof; any known agent of an owner, lessee, or tenant; any known person holding an unrecorded contract for deed, being a mortgage or vendee in physical possession of the real

property of a building thereon; or any other person who maintains or permits a nuisance and is known to the City.

"LAST KNOWN ADDRESS" means the address shown on the records of the Erie County Auditor or a more recent address known to the Huron Police Department. In the case of parties not listed in these records, the last known address shall be that address obtained by the Huron Police Department after a reasonable search. If no address can be found, such address shall be that of the building in which the nuisance occurred, or was maintained or permitted.

"NUISANCE". The following activities occurring in buildings and on properties in the City are declared to be a public nuisance:

1. Unreasonable noise, disturbance of the peace or disorderly conduct in violation of Chapter 509;
2. Any drug abuse offense in violation of Chapter 513;
3. Any offense against another person in violation of Chapter 537 including Sections 537.03 (assault), 537.04 (negligent assault), 537.05 (aggravated menacing), 537.06 (menacing), 537.07 (endangering children), 537.12 (misuse of 9-1-1);
4. Littering or disposition of litter in violation of Section ORC 731.51 and Ord. 521.08 and 557.01, et. seq.;
5. Barking or howling animals in violation of Section 505.09;
6. Failure to confine, restraint, or register a dangerous or vicious dog in violation of Chapter 505;
7. Any animal violations under Sections 505.01 (dogs and other animals running at large), 505.08 and 521.09 (noxious or offensive odors), 505.08 (nuisance conditions prohibited), 505.10 (animal bites), 505.05 (killing or injuring animals), 505.07 (cruelty to animals);
8. Any gambling violations under Chapter 517;
9. Any health, safety or sanitary violations under Chapter 521 and any public nuisance under Section 505.08 (nuisance conditions), 509.01, et. seq. (Disorderly Conduct and Peace Disturbance), 513.05 (permitting drug abuse), 517.03 (operating a gambling house), 517.04 (public gaming), and Chapter 557;
10. Any obstruction of official business in violation of Section 525.07;
11. Any alcohol violations under Chapter 529;
12. Any sex offenses under Section 533.07 (public indecency), 533.08 (procuring), 533.09 (soliciting), or 533.10 (prostitution);
13. Any offense against property under Sections 541.03 (criminal damaging or endangering) or 541.04 (criminal mischief);
14. Any theft violation under Sections 545.05 (petty theft), 545.08 (unauthorized use of property), or 545.19 (criminal tools);
15. Any weapons, explosives, firearm or handgun violation under Chapter 549;
16. Any noise violations under Chapter 509; and
17. Any fireworks violation under Chapter 1519.

"OWNER" means the person or persons in whose name or names the property is recorded with the Erie County Auditor for taxation purposes.

"SERVICE OF NOTICE". Service of the notice may be by certified mail to the owner's mailing address currently listed by the Erie County Auditor's tax lists; by ordinary mail if the certified mail is refused or unclaimed; by personal service if delivered in person to the property

owner or if the property owner cannot be located, the notice shall be deemed to be properly delivered if a copy of it is left at the property owner's usual place of abode in the presence of some competent person of suitable age and discretion. Service of the notice to an interested party may be made by the same methods.

3. Notice of Nuisance.

(1) If the Chief of Police or their designee has reason to believe that a nuisance has occurred, or is maintained or permitted in a building, or on a property, and intends to seek reimbursement for police and health and safety-related services rendered in the future in connection with such nuisance or activities creating a nuisance, they shall provide written service of notice as defined in subsection (b) hereof to the owner and each interested party known to them.

(2) The written notice shall:

- A. State that a nuisance as defined in this chapter has occurred, or is maintained or permitted in the building, and specify the kind or kinds of nuisance which has occurred, or is being maintained or permitted;
- B. Summarize the evidence that a nuisance has occurred, or is maintained or permitted in the building, including the date or dates on which nuisance-related activities have occurred or were maintained or permitted, provided, however, that one or more police reports can be used to satisfy this requirement; and
- C. Inform the recipient of the notice that:
  - 1. He or she has thirty days to abate the conduct constituting the nuisance, and to take steps to make sure that actions constituting a nuisance will not re-occur,
  - 2. If, after thirty days from the date of service of the notice, the nuisance re-occurs, or actions or conduct constituting a nuisance take place, the City may in its discretion impose the costs of police and health and safety-related services in abating or attempting to abate such nuisance or nuisance-related activities; and
  - 3. The costs will be collected by assessment against the property as defined through the Erie County Auditor to be assessed as a lien on the real property in accordance with law.

4. Subsequent Nuisance or Nuisance-Related Activity; Liability.

(1) If, within the period commencing thirty-one days after a written notice is served pursuant to this section and continuing for one year thereafter, a nuisance occurs or is maintained or permitted on the property, and police and health and safety-related services are rendered to abate or attempt to abate such nuisance, the costs of providing such police and health and safety-related services within the said one -year shall be assessed against the property and collected as provided in this section.2

(2) The costs for providing excess police and health and safety-related services shall include but not be limited to the gross salaries including all fringes and benefits which are paid by the City of police officers and health and safety-related forces while responding to or dealing with the nuisance or nuisance-related activities, the prorata cost of all equipment including City vehicles, the prorata cost of any additional administrative services rendered in assisting the officers, the cost of repairs to any City equipment and property damaged in responding to such nuisance or nuisance-related activities, and the cost of any medical treatment of injured police officers.

(3) Prior to the actual certification of any law enforcement and administrative costs pursuant to this section, the Chief of Police or their designee shall give at least thirty days' advance written

notice of intent to certify such costs to the owner of the real property against which the costs are to be certified. Written notice shall be provided as defined in subsection (b) hereof. Any aggrieved owner may appeal such intended certification to the City Manager, who may affirm, reverse or modify the proposed certification. All appeals to the City Manager must be filed within fourteen days of the mailing of the notice of intended certification.

(4) Law enforcement and related administrative costs shall not be charged against an owner who establishes both of the following:

- A. He had no knowledge of the nuisance activities on the premises and could not, with reasonable care and diligence, have known of the nuisance activities occurring on the premises; and
- B. Upon receipt of notice of the occurrence of nuisance activities on the premises, the owner promptly took all actions necessary to abate the nuisance including, without limitation, compliance with the requirements of Ohio R.C. 5321.17(C) and 5321.04(A)(9).

(5) The City reserves its rights to seek reimbursement for costs and damages not recovered by assessment against the property through other legal remedies or procedures.

(6) Nothing in this section shall be construed to require or prevent the arrest and/or citation of any person or persons for violations of federal, state, or local laws or ordinances.

(7) Nothing in this section shall be construed to limit what may be deemed a nuisance under Section 1369.07 of the Codified Ordinances.

(ORC. CHAPTER 3767)

(Ord. 2023-45. Adopted 12-1-23)"

and shall be, and hereby is, adopted and thereafter shall be in full force and effect.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 3. In accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

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

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

ORDINANCE NO. 2023-44  
Introduced by William Biddlecombe

AN ORDINANCE AMENDING CHAPTER 909 (ASSESSMENTS) OF THE HURON CODIFIED ORDINANCES TO ADD A NEW SECTION 909.04 (CRIMINAL ACTIVITY AS A NUISANCE; EXCESS CONSUMPTION OF PUBLIC RESOURCES).

WHEREAS, this Council hereby determined the changes and amendments set forth within this Ordinance are in the best interest of the City of Huron and its citizens.

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

SECTION 1. That Chapter 909 (Assessments) of the Codified Ordinances of the City of Huron, Ohio, be amended to add a new Section 909.4 (Criminal Activity as a Nuisance; User Charge for Excessive Consumption of Public Services), which shall read as follows:

“909.04 CRIMINAL ACTIVITY AS A NUISANCE; USER CHARGE FOR EXCESSIVE CONSUMPTION OF PUBLIC SERVICES.

(a) Council hereby establishes certain policies and procedures applicable to the levy of special assessments for the cost to abate a nuisance that has occurred, or is maintained and permitted, on property. The collection of the costs for such excess police and health and safety services shall be by assessment against the property on which the nuisance, or activity constituting the nuisance, occurs, pursuant to the authority in the Ohio Constitution, Article XVIII Sections 3 and 7, the City's Charter, and the Ohio R.C. 715.44, 715.47, 3707.01 et seq., empowering the City to abate nuisances and collect the costs of such abatement by special assessment. This Council finds and determines that these policies and procedures are authorized by and consistent with the Ohio Constitution, the Ohio Revised Code and the Charter of the City, including but not limited to Sections 1.02, 1.03 and 9.03 thereof.

(b) By resolution or ordinance, Council may levy special assessments to pay costs for the cost to abate a nuisance that has occurred, or is maintained and permitted, on property and the costs for such excess police and health and safety services in the manner set forth in Huron Ord. 2023-44, and Ohio Revised Code Sections 715.44, 715.47, 3707.01 et. seq. (RC 3767.01, et. seq.)

“

and shall be, and hereby is, adopted and thereafter shall be in full force and effect.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 3. In accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

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

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





**TO:** Mayor Tapp and City Council  
**FROM:** Terri Welkener , Clerk of Council  
**RE:** Resolution No. 71-2023 **(third and final reading)** *(submitted by Chief Terry Graham)*  
**DATE:** December 1, 2023

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### **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.

There have been no changes since the first reading on November 14, 2023.

### **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 third and final 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 REWEVAL 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.

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

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

\_\_\_\_\_  
Monty Tapp, Mayor

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

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

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

January 1, 2022  
Page 1 of 5

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

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

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

January 1, 2022  
Page 2 of 5

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

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

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

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

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

January 1, 2022  
Page 3 of 5

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

**THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK**

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

January 1, 2022  
Page 4 of 5

**SIGNATURE PAGE**

**FOR THE SHERIFF**

---

Paul A. Sigsworth  
Erie County Sheriff

**APPROVAL AS TO FORM**

---

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

**APPROVAL OF LEGISLATIVE BODY**

---

Patrick Shenigo  
Erie County Commissioner

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Matthew Old  
Erie County Commissioner

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Stephen Shoffner  
Erie County Commissioner


**FOR THE CITY**



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Matthew Lasko  
City Manager

**APPROVAL AS TO FORM**



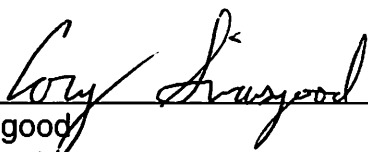
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Seeley Savidge Ebert & Gourash  
L.P.A.  
Law Director

January 1, 2022  
Page 5 of 5

### **CERTIFICATION OF AVAILABILITY OF FUNDS**

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

  
\_\_\_\_\_  
Cory Swaisgood  
Finance Director





**TO:** Mayor Tapp and City Council  
**FROM:** Terri Welkener , Clerk of Council  
**RE:** Resolution No. 72-2023 **(third and final reading)** *(submitted by Cory Swaisgood)*  
**DATE:** December 1, 2023

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### **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

There have been no changes to this legislation since the first reading on November 14, 2023.

### **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 third and final 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:

SECTION 1. 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.

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: \_\_\_\_\_



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus OH 43215-2256

Governor Mike DeWine  
Administrator/CEO John Logue

[www.bwc.ohio.gov](http://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](http://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 [bwc.ohio.gov/login](http://bwc.ohio.gov/login), 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



BWCAR1027A00160140100

## 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. Pay all installment billings timely to avoid penalties.

**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 \$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 information, visit <a href="http://www.bwc.ohio.gov">www.bwc.ohio.gov</a> , and sign in with your e-account.			



BWCAR1027A00160140200

### 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 HURON 417 MAIN ST HURON OH 44839-1652	Minute Men OhioComp 3740 Carnegie Ave. 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.		

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

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

**\*\*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](http://www.bwc.ohio.gov). You may also call 1-800-644-6292 to speak with a customer service representative.



BWCAR1027A00160140400



**TO:** Mayor Tapp and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 83-2023 (*submitted by Andrea Rocco*)  
**DATE:** December 1, 2023

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### **Subject Matter/Background**

Resolution No. 83-2023, if adopted, would amend section 17.02 of the current AFSCME Collective Bargaining Agreement ("CBA") expiring on December 31, 2023 to clarify recognition of the paid holidays of Christmas Eve and New Year's Eve when those holidays fall on a Sunday or Friday. 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 CBA 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.

If Christmas Eve and New Year's Eve fall on a Friday, the main holidays (Christmas and New Year's Day) would fall on a Saturday. The current language in Section 17.02 of the CBA states that Christmas and New Year's Day would be recognized on the Friday preceding yet remains silent on when Christmas Eve and New Year's Eve (1/2 days) would be celebrated in that instance. The new language proposed in the MOU would have Christmas Eve and New Year's Eve observed on the Thursday preceding Christmas Eve and New Year's Eve, with Christmas Day and New Year's Day being observed on Friday.

City Council adopted Ordinance No. 2023-39 on December 1, 2023, amending Section 163.04(b) of the Huron Codified Ordinances to provide the same clarifications.

### **Financial Review**

There is no financial impact relating to this legislation.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 83-2023 is in order.

[Resolution No. 83-2023 AFSCME MOU - Holidays Christmas Eve New Years Eve.docx](#)

[Resolution No. 83-2023 Exh A MOU Christmas Eve New Years Eve Holidays.pdf](#)



RESOLUTION NO. 83-2023

Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME") AND THE CITY OF HURON MODIFYING SECTION 17.02 OF THE CURRENT AFSCME COLLECTIVE BARGAINING AGREEMENT EXPIRING ON DECEMBER 31, 2024 AS IT RELATES TO SECTION 163.04(b) OF THE HURON CODIFIED ORDINANCES CLARIFYING OBSERVANCE OF THE CHRISTMAS EVE AND NEW YEAR'S EVE HOLIDAYS

WHEREAS, the Huron City Council previously authorized a Collective Bargaining Agreements with AFSCME in Resolutions 9-2022 adopted on January 11, 2022 (hereinafter, the "CBA"); and

WHEREAS, subsequent to the effective date of the CBA, administrative staff has determined that the language in Section 163.04(b) of the Huron Codified Ordinances does not provide adequate guidance regarding the Christmas Eve and New Year's Eve holidays when those holidays fall on a Friday or a Sunday; and

WHEREAS, Council adopted Ordinance No. 2023-39 on December 1, 2023 amending Section 163.04(b) of the Huron Codified Ordinances to provide clarification regarding observance of the Christmas Eve and New Year's Eve holidays; and

WHEREAS, Section 17.02 of the current CBA mirrors the language of Section 163.04(b) of the Huron Codified Ordinances prior to adoption of Ordinance No. 2023-39;

WHEREAS, the parties find it necessary to modify the current CBA to mirror the language of the newly amended Section 163.04(b) of the Huron Codified Ordinance.

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

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into a Memorandum of Understanding with the American Federation of State, County and Municipal Employees ("AFSCME") to modify Section 17.02 of the current AFSCME Collective Bargaining Agreement expiring on December 31, 2024 to mirror the language set forth in Section 163.04(b) of the Huron Codified Ordinances, which Memorandum of Understanding shall be substantially in the form of Exhibit A attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of 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:

\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
OBSERVANCE OF CHRISTMAS EVE AND NEW YEAR’S EVE**

This Memorandum of Understanding is entered into between the City of Huron, an Ohio municipal corporation ( “City) and the American Federation of State, County, and Municipal Employees, AFL-CIO OC8/Local 2024 (“Union”) to amend Section 17.02 of Article 17 Holidays and Personal Days of the 2022-2024 AFSCME Contract as follows:

**17.02** Should any of the recognized holidays fall on Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Notwithstanding the foregoing, should Christmas Eve and New Year’s Eve fall on a Sunday, the Friday preceding shall be considered the legal holiday. Notwithstanding the foregoing, should Christmas Day and New Year’s Day fall on a Saturday, the Thursday preceding shall be considered the legal holiday for observance of Christmas Eve and New Year’s Eve.

For the Union

For the City:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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



**TO:** Mayor Tapp and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 84-2023 (*submitted by Matt Lasko*)  
**DATE:** December 1, 2023

---

### **Subject Matter/Background**

As part of the City's ongoing efforts to acquire Oster's mobile home park and tenant relocation, the City has commenced the demolition of certain mobile homes and accessory structures as they become vacant. Permission for this activity has been granted by the Sellers via separate license and access agreements previously entered into. As demolition activity has increased, the cost of the demolition will exceed the City Manager's authority of \$25,000. Therefore, we are seeking permission to enter into a demolition contract with Shepherd Shoreline Construction of Sandusky, Ohio to complete relevant demolition and site clearance activities. Per the terms of the contract, the City will be responsible for paying a per dumpster cost of \$396.75 and an additional \$47.15 per ton of debris hauled away. Additionally, the contractor will charge \$1.00 per mobile home demolished. The contract, as presented, is not to exceed \$75,000. All costs associated with this work will ultimately be reimbursed via grant proceeds from the Erie County Land Reutilization Corporation. We do anticipate additional site clearance costs related to tree removal, utility pole removal, potential pavement removal, and final grading and seeding – all of which will also be reimbursed via grant proceeds.

### **Financial Review**

The demolition has been budgeted through Sawmill Creek Resort TIF Fund. The City will be reimbursed through the County landbank for 100% of the cost of this contract.

### **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. 84-2023 is in order.

[Resolution No. 84-2023 Shepherds Shoreline Constr Demolition Agreement.docx](#)  
[Resolution No. 84-2023 Exh A Shepherd's Shoreline Constr Demo.pdf](#)

RESOLUTION NO. 84-2023  
Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SHEPHERD'S SHORELINE CONSTRUCTION FOR THE PROVISION OF DEMOLITION, LAND CLEARING, AND ROUGH GRADING SERVICES AT THE OSTER'S MOBILE HOME PARK PROPERTY IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND AND XX/100 DOLLARS (\$75,000.00).

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

SECTION 1: That the City having requested quotes for demolition, land clearing, and rough grading services at the Oster's Mobile Home Park property located on Cleveland Road in Huron, OH, the Council finds Shepherd's Shoreline Construction to be the lowest proposal for such work. Therefore, the City Manager is authorized and directed to enter into an agreement with Shepherd's Shoreline Construction, of 730 E. Washington Street, Sandusky, OH 44870, for the provision of demolition and land clearing services as set forth in Agreement 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:

\_\_\_\_\_

# Shepherd's Shoreline Construction

730 E. Washington Street  
Sandusky, Ohio 44870

Telephone: 419 -625-2530  
Fax: 419-627-0067

September 14, 2023

City of Huron  
Matt Lasko  
417 Main Street  
Huron, Ohio 44839  
Matt.lasko@huronohio.us

Dear Matt,

Shepherd's Shoreline is pleased to quote your demolition work located on the South side of Rye Beach Sub-division.

Scope of work:

- Mobilize: multiple large and CAT 325 excavator, New Holland skid steer, light plant, multiple scrap boxes, 40 cubic yard and multiple debris container boxes.
- Demo out individual trailers. Garbage and debris will be hauled to the Erie County land fill using Barnes Nursery roll off trucks. The cost per run, round trip will be of \$396.75 plus \$47.15 per ton.
- The cost per unit to demo will be \$1.00 (one dollar). In return, any and all scrap metals and or anything Shepherds deems beneficial to Shepherds, will become the property of Shepherd's Shoreline Construction, Inc.
- Anything other than the mobil homes will be invoiced accordingly to established rates of Ohio Equipment Journal & man power.  
Not to exceed \$75,000.00.
- I.E. Any concrete pads, railroad ties, porches, foundations, picnic tables and or other debris, etc.
- Any fill dirt, or rough grading on individual areas can be accomplished by time and materials.

September 14, 2023

- Shepherd's agree's to indemnify and hold harmless the City of Huron against all claims arising in respect of any injury or death.
- Demobilization.

Invoices to be paid in the following manner: Upon our invoice, balance due within five days.

This bid does not include any permits if needed, local, state or federal. Price does not include any utilities. This bid does not cover lawn or ground repair.

All material is guaranteed to be as specified. All work to be done in a workmanlike manner according to standard business practices. Any deviations from the above specifications involving extra costs will be discussed and agreed upon by both parties and shall be executed upon verbal and/or written orders and shall become an additional charge over the quoted price. Any unforeseen, buried obstacles, situations, obstructions, or underground utilities , etc., will be billed in addition and accordingly to our labor and equipment rates. Again, on agreement between both parties. This proposal may be withdrawn if not accepted within 30 days. This contract supersedes any prior/previous contracts.

You will notice that you have 2 signed contracts in your bid package. Please sign and return one copy and keep the other for your records. This contract supersedes all previous contracts, wether written or verbal.

If you have any questions please feel free to call.

Sincerely,

Shaun J. Bickley  
Shepherd's Shoreline Construction

Shaun J. Bickley  
Vice-President

 Date 28 NOV 2023

Accepted proposal

City of Huron/Matt Lasko \_\_\_\_\_ Date \_\_\_\_\_