



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

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, May 23, 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-AnmlA6lfukQzKakQg>

I. Public Hearing - CANCELED Public Hearing on Two Rivers Phase I PUD has been canceled at the request of applicant, and will be rescheduled to a later date.

II. Call To Order

III. Roll Call of City Council

IV. Approval of Minutes

V. Swearing In/Oath of Office

Oath of Office of John Orzech as Sergeant, administered by Matt Lasko, City Manager.

VI. Proclamation

VI.a A Proclamation regarding Goodwill Industries of Erie, Huron, Ottawa and Sandusky Counties' 50th Anniversary.

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

VIII.a Ordinance No. 2023-10 (**third and final reading**) (*submitted by Cory Swaisgood*)

An ordinance to levy a permissive motor vehicle license tax in the amount of \$5.00 per vehicle pursuant to Ohio Revised Code Section 4504.173.

VIII.b Ordinance No. 2023-12 (**second reading**) (*submitted by Erik Engle*)

An ordinance amending Chapter 909 (Assessments) to add new Sections 909.02 (Construction and/or Repair of Sidewalks) and 909.03 (Maintenance, Removal and/or Replacement of Trees).

VIII.c Ordinance No. 2023-13 (**second reading**) (*submitted by Erik Engle*)

An ordinance repealing and amending and restating Chapter 907 (Trees) of the Codified Ordinances of Huron, Ohio.

VIII.d Ordinance No. 2023-14 (second reading) (submitted by Erik Engle)

An ordinance establishing a new Section 541.14 (Trees) under Chapter 541 (Health, Safety and Sanitation); repealing, amending and restating Section 521.06 (Duty to Keep Sidewalks in Repair and Clean); and further amending Chapter 541 to add related cross-references.

IX. New Business

IX.a Ordinance No. 2023-15 (first reading) (submitted by Stuart Hamilton)

An ordinance repealing, amending and restating Section 931.04 (Rates for Collection and Disposal) of Chapter 931 (Garbage, Rubbish and Recyclable Material Collection) of the Codified Ordinances of the City of Huron.

IX.b Resolution No. 42-2023 (submitted by Stuart Hamilton)

A resolution awarding the bid and authorizing an agreement with Industrial Surface Sealer, Inc. relating to the Fabens Park Tennis Court Restoration Project.

IX.c Resolution No. 43-2023 (submitted by Stuart Hamilton)

A resolution authorizing Change Order No. 1 from Industrial Surface Sealer, Inc. relating to the Fabens Park Tennis Court Renovation Project.

IX.d Resolution No. 45-2023 (submitted by Matt Lasko)

A resolution authorizing a partnership agreement relative to Erie County's application, on behalf of the City and other municipal partners, to secure Community Housing Impact and Preservation (CHIP) program funding.

IX.e Resolution No. 46-2023 (submitted by Erik Engle)

A resolution of necessity acknowledging inspection of properties city-wide in anticipation of enforcement of property-related ordinances, the International Property Maintenance Code, and the Ohio Building Code.

IX.f Resolution No. 47-2023 (submitted by Jack Evans)

A resolution accepting the grant award from the Ohio Environmental Protection Agency H2Ohio Grant Program for the purchase of hydraulic valve exercising equipment and/or leak correlation equipment.

IX.g Motion to Reschedule Public Hearing

Motion to reschedule the public hearing on the Two Rivers Phase I - Planned Unit Development Project for Tuesday, June 27, 2023 at 6:30pm.

IX.h Motion to Set Public Hearing

Motion to set a public hearing on the City Tax Budget for Fiscal Year 2024 for Tuesday, June 27, 2023 at 6:30pm in Council Chambers.

X. City Manager's Discussion

XI. Mayor's Discussion

XII. For the Good of the Order

XIII. Executive Session(s)

XIV. Adjournment



MAYOR'S PROCLAMATION

WHEREAS, Goodwill Industries of Erie, Huron, Ottawa and Sandusky Counties has served the community for 50 years; and

WHEREAS, the mission of Goodwill Industries is to assist individuals in overcoming barriers to employment; and

WHEREAS, Goodwill Industries has made a significant impact in the lives of countless individuals and families in our community through its employment and training programs; and

WHEREAS, Goodwill Industries has contributed to the economic vitality of our community through its retail operations and partnerships with local businesses; and

WHEREAS, Goodwill Industries is a valued member of the Huron community and is committed to making a positive difference in the lives of those it serves.

NOW THEREFORE, BE IT PROCLAIMED that the City of Huron, Ohio does hereby recognize and congratulate Goodwill Industries of Erie, Huron, Ottawa and Sandusky Counties on its 50th anniversary of service to our community and expresses its appreciation for the important work that Goodwill Industries does on behalf of our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the City of Huron, Erie County, OH on this 23rd day of May, 2023.

Monty Tapp, Mayor



TO: Mayor Tapp and City Council
FROM: Terri Welkener , Clerk of Council
RE: Ordinance No. 2023-10 **(third and final reading)** *(submitted by Cory Swaisgood)*
DATE: May 23, 2023

Subject Matter/Background

Vehicle registration permissive tax is a tax that is currently levied by municipalities on vehicle registrations. It is defined in Ohio Revised Code (ORC) Chapter 4504. There are five (5) \$5.00 levies available to municipalities. The City must pass legislation for each levy to become effective. The City previously passed 4 of the 5 levies. The City is collecting \$20 per license registration. The Ohio Revised Code allows for the City to collect up to \$25 per registration, as of July 2019.

In review of the statewide permissive tax, three local municipalities in Ottawa County are currently at the maximum allowed tax of \$25. The City of Vermilion approved the additional \$5 levy in 2022, which became effective January 1, 2023.

The Finance Committee has recommended Council to consider the additional \$5 levy with the 2023 budget. If passed before July 1, 2023, the new rate would become effective on January 1, 2024.

Financial Review

Permissible uses of the permissive tax, per ORC Chapter 4504, include planning, constructing, improving, maintaining and repairing public roads and streets. The City collects approximately \$163,000 per year of permissive tax revenue. The annual revenue received from this tax has stayed consistent since 2015. The revenue is accounted for in the City's Street Maintenance Fund (Fund 212) and can only be credited to this fund by State law. The additional \$5 per license levy is expected to generate approximately \$42,000 more in revenue for the Street Maintenance Fund.

This additional levy is expected to offset the financial burden of maintaining and paving City streets. The City cannot rely on the annual revenue collected to meet timely demands of repairing and paving City streets. As approved with the 2023 budget, the City is expecting to subsidize the street maintenance budget going forward. Although the City's General Fund will still carry some of the financial burden if passed, the additional \$5 tax will help offset a portion of the General Fund's share.

Legal Review

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

Recommendation

If Council is in agreement, a motion placing Ordinance No. 2023-10 on its third and final reading is in order.

[Ordinance No. 2023-10 Permissive Tax \(1\).docx](#)

ORDINANCE NO. 2023-10
Introduced by Joel Hagy

AN ORDINANCE TO LEVY A PERMISSIVE MOTOR VEHICLE LICENSE TAX PURSUANT TO OHIO REVISED CODE SECTION 4504.173

WHEREAS, pursuant to Ohio Revised Code Section 4504.173, the legislative authority of a municipal corporation may levy an annual license tax of Five Dollars (\$5.00) per motor vehicle operated on the public roads and highways in that municipal corporation for any authorized purpose.

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

SECTION 1. That there is hereby levied an annual license tax upon the operation of motor vehicles on the public roads and highways of the City of Huron, Ohio, pursuant to Section 4504.173 of the Ohio Revised Code, for the purpose of planning, constructing, improving, maintaining and repairing public roads, highways and streets, and to provide additional revenue for the purposes authorized by Section 4504.173(A)(2) of the Ohio Revised Code, and to supplement revenues already available for such purposes;

SECTION 2. That the license tax referenced above in Section 1 shall be at a rate of Five Dollars (\$5.00) per motor vehicle per year, on each and every motor vehicle the district of registration of which, as defined in Section 4503.10 of the Ohio Revised Code, is in the City of Huron, Ohio, subject to reductions in the manner provided in Section 4503.16, 4503.17, 4503.172, 4503.18, 4503.41, 4503.43, 4503.46 and 4503.571 of the Ohio Revised Code.

SECTION 3. That, as used in this ordinance, the term "motor vehicle" shall include all vehicles so defined in Sections 4501.01 and 4505.01 of the Ohio Revised Code.

SECTION 4. That the annual tax imposed by this ordinance shall apply to and be in effect for the registration year commencing January 1, 2024, and shall continue in effect and application during each registration year thereafter.

SECTION 5. That the annual tax imposed by this ordinance shall be paid to the Registrar of Motor Vehicles of the State of Ohio, or to a Deputy Registrar, at the time application for registration of a motor vehicle is made as provided in Section 4503.01, et seq., of the Ohio Revised Code.

SECTION 6. That all revenues derived from the annual tax levied herein shall be used by the City of Huron for the purposes specified in this ordinance, or any other purpose authorized by state law.

SECTION 7. 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 8. That, as required by Section 4504.173(B)(1), this ordinance shall not be adopted as an emergency measure. WHEREFORE, this Ordinance shall take effect and be in force from and after the time period contained in Section 3.06 of the Charter of the City of Huron.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Terri Welkener , Clerk of Council
RE: Ordinance No. 2023-12 **(second reading)** *(submitted by Erik Engle)*
DATE: May 23, 2023

Subject Matter/Background

(Second Reading)

Ordinance 2023-12 establishes a special assessment to be levied on properties for tree removal costs paid by the City. Similar to the sidewalk program, the City can assess properties for the removal of trees as determined by the City arborist, similar to the sidewalk program. The cost of removing tree and proceeds from future assessments will be tracked in a separate special assessment fund.

Financial Review

Ordinance 2023-12 establishes a special assessment to be levied on properties for tree removal costs paid by the City. Similar to the sidewalk program, the City can assess properties for the removal of trees as determined by the City arborist, similar to the sidewalk program. The cost of removing tree and proceeds from future assessments will be tracked in a separate special assessment 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 to place Ordinance No. 2023-12 on its second reading is in order.

[Ordinance No. 2023-12 Chapter 909 \(4\).docx](#)

[Ordinance No. 2023-12 Exhibit A Chapter 909.docx](#)

ORDINANCE NO. 2023-12
Introduced by Joe Dike

AN ORDINANCE AMENDING CHAPTER 909 (ASSESSMENTS) OF THE CODIFIED ORDINANCE OF HURON, OHIO TO ESTABLISH NEW SECTIONS 909.02 (CONSTRUCTION AND/OR REPAIR OF SIDEWALKS) AND 909.03 (MAINTENANCE, REMOVAL AND/OR REPLACEMENT OF TREES).

WHEREAS, the Council hereby determined the changes and amendment set forth within this Ordinance, including Exhibit "A", 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) is hereby amended to add new Sections 909.02 (Construction and/or Repair of Sidewalks) and 909.03 (Maintenance, Removal and/or Replacement of Trees), as attached hereto and made a part hereof as Exhibit "A", shall be, and hereby is, adopted and thereafter shall be in full force and effect.

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare 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: _____

CHAPTER 909

Assessments

909.01 Lighting public places.

909.02 Construction and/or repair of sidewalks.

909.03 Maintenance, removal and/or replacement of trees.

CROSS REFERENCES

Assessments - see Ohio R.C. Ch. 727, 729

Sidewalk obstructions – see GEN. OFF. 521.04

Duty to keep sidewalks in repair and clean – see GEN. OFF. 521.06

Duty to maintain trees in tree lawn – see GEN. OFF. 521.14

909.01 LIGHTING PUBLIC PLACES.

(a) Council hereby establishes certain policies and procedures applicable to the levy of special assessments for the cost of lighting public places as set forth herein. 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 of lighting certain public places.

(1) The resolution of Council determining the necessity of the public improvement (the “resolution of necessity”) shall set forth:

- A. The period for which those special assessments may be levied and collected,
- B. The real property upon which the special assessments are to be levied,
- C. The method by which the special assessments are to be levied and
- D. Other matters as required or permitted by law.

(2) For purposes of the proceedings for the levy of the special assessments, including but not limited to the resolution of necessity,

- A. “Lighting” shall include exterior and interior lighting, security and emergency lighting, traffic and other signalization, other types of lighting as specified in the resolution of necessity and acquiring, constructing, installing,

equipping and otherwise improving lighting facilities, creating reserves therefor and financing thereof (including debt service charges related thereto), and

B. “Public places” shall include streets (including alleys, avenues, boulevards, highways and other roadways by whatever designation), bridges, docks, wharfs, piers, parks, recreational and cultural facilities, waterworks system facilities, sewer system facilities, facilities related to the construction and maintenance of streets, parking facilities, portions of other City facilities open to the public and other places as designated in the resolution of necessity, all such places owned by or otherwise controlled by (or subject to an easement in favor of) the City or for which the City has assumed the responsibility for providing lighting.

(Ord. 2005-39. Passed 7-25-05.)

C. “Real property” means the land and any improvements made to the land. Assessments shall be made by the Erie County Auditor, or its designee, in such a way as to include this definition.

(Ord. 2009-7. Passed 2-24-09.)

909.02 CONSTRUCTION AND/OR REPAIR OF SIDEWALKS

(a) Council hereby establishes certain policies and procedures applicable to the levy of special assessments for the cost of maintenance, repair and replacement of sidewalks as set forth in Huron Ord. 521.06 and Ohio Revised Code Section 729.01, et. seq. 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 of construction and/or repair of sidewalks in the manner set forth in Huron Ord. 521.06 and Ohio Revised Code Section 729.01, et. seq. (R.C. 727. 01, 729.03, R.C. 729.04)

909.03 MAINTENANCE, REMOVAL AND/OR REPLACEMENT OF TREES.

(a) Council hereby establishes certain policies and procedures applicable to the levy of special assessments for the cost of planting, maintaining, trimming, and removing shade trees as set forth in Huron Ord. 521.14, 907.03, 907.04, and Ohio Revised Code Sections 727.01 and 727.011. 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 of planting, maintaining, trimming, and removing shade trees in the manner set forth in Huron Ord. 521.14, 907.03, 907.04, and Ohio Revised Code Sections 727.01 and 727.011

(RC. 715.20, R.C 727.01; RC 727.011; RC 731.21; RC 133.17)



TO: Mayor Tapp and City Council
FROM: Terri Welkener , Clerk of Council
RE: Ordinance No. 2023-13 **(second reading)** *(submitted by Erik Engle)*
DATE: May 23, 2023

Subject Matter/Background

(Second Reading)

This ordinance provides the responsibilities of the City and properties for tree removal. The City is expected to front the cost of most tree removals and seek reimbursement from the properties via full payment or special assessment over four years. The cost to remove trees and reimbursement of those costs will be tracked in a separate special revenue fund.

Financial Review

This ordinance provides the responsibilities of the City and properties for tree removal. The City is expected to front the cost of most tree removals and seek reimbursement from the properties via full payment or special assessment over four years. The cost to remove trees and reimbursement of those costs will be tracked in a separate special revenue 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 to place Ordinance No. 2023-13 on its second reading is in order.

[Ordinance No. 2023-13 Trees Chapter 907 \(2\).docx](#)

[Ordinance No. 2023-13 Exhibit A Chapter 907.docx](#)

[Ordinance No. 2023-13 Exhibit B Chapter 907.docx](#)

ORDINANCE NO. 2023-13
Introduced by Joe Dike

AN ORDINANCE REPEALING AND AMENDING AND RESTATING CHAPTER 907 (TREES) OF THE HURON CODIFIED ORDINANCES.

WHEREAS, this Council hereby determined the changes and amendments set forth within this Ordinance, including Exhibit "B", 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 907 (Trees) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows (refer to Exhibit "A" attached), shall be and hereby is repealed in its entirety.

SECTION 2. That a new revised and restated Chapter 907 (Trees) of the Codified Ordinances of the City of Huron, Ohio, as attached hereto and made a part hereof as Exhibit "B", shall be, and hereby is, adopted and thereafter shall be in full force and effect.

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

SECTION 4. 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: _____

CHAPTER 907

Trees

907.01 Definitions.

907.02 Recommended trees and shrubs.

907.03 Removal, replanting and replacement.

907.04 Tree specifications; species, planting, spacing, distances.

907.05 Pruning obstructions.

907.06 Abuse or mutilation of public trees.

907.07 Protection of trees.

907.08 Placing materials on public property.

907.99 Penalty.

CROSS REFERENCES

Power to regulate shade trees and shrubbery - see Ohio R.C. 715.20

Assessments for tree planting or maintenance - see Ohio R.C. 727.011

Injury or destruction - see GEN. OFF. 541.06

907.01 DEFINITIONS.

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein.

(a) "Person" means any person, firm, partnership, association, corporation, contractor, company or organization of any kind.

(b) "Street" or "highway" means the entire width of every public way, easement or right of way when any part thereof is open to the use of the public, as a matter of right, for the purposes of vehicular and pedestrian traffic, and includes alleys.

(c) "Public place" includes all other grounds owned by the City.

(d) "Property line" means the outer edge of a street or highway.

(e) "Treelawn" means that part of a street or highway not covered by sidewalk or other paving, lying between the property line and that portion of the street or highway usually used for vehicular traffic.

(f) "Public trees" means all shade and ornamental trees now or hereafter growing on any street, highway or any public places.

(g) "Large trees" means those attaining a height of fifty feet or more.

(h) "Medium trees" means those attaining a height of twenty-five to fifty feet.

(i) "Small trees" means those attaining a height up to twenty-five feet.

(j) "Principal thoroughfare" means any street upon which trucks are not prohibited.

(Ord. 1990-3. Passed 2-12-90.)

907.02 RECOMMENDED TREES AND SHRUBS.

The following trees are recommended for planting on municipally owned property.

Small Trees - up to 25 feet in height

Botanical Name:	Common Name:
Malus "Centurion"	Centurion Crabapple
Malus "Harvest Gold"	Harvest Gold Crabapple
Malus "Indian Magic"	Indian Magic Crabapple
Malus "Sugar Tyme"	Sugar Tyme Crabapple

Medium Trees - 25 to 50 feet in height

Botanical Name:	Common Name:
Acer campestre	Hedge Maple
Acer platanoides "Emerald Queen"	Emerald Queen Norway Maple
Acer p. "Columnar"	Columnar Norway Maple
Acer p. "Crimson King"	Crimson King Norway Maple
Amelanchier x "Cumulus"	White Cloud Serviceberry
Cercidiphyllum japonicum	Katsura Tree
Corylus colurna	Turkish Filbert
Crataegus phaenopyrum	Washington Hawthorn
Crataegus viridis "Winter King"	Winter King Hawthorn

<i>Crataegus laevigata</i> "Crimson Cloud"	Crimson Cloud Hawthorn
<i>Gleditsia triacanthos inermis</i> "Halka"	Halka Honeylocust
<i>Gleditsia t. i.</i> "Imperial"	Imperial Honeylocust
<i>Gleditsia t. i.</i> "Shademaster"	Shademaster Honeylocust
<i>Gleditsia t. i.</i> "Skyline"	Skyline Honeylocust
<i>Gleditsia t. i.</i> "Sunburst"	Sunburst Honeylocust
<i>Koelreuteria paniculata</i>	Golden Rain Tree
<i>Nyssa sylvatica</i>	Black Gum
<i>Pyrus calleryana</i> "Aristocrat"	Aristocrat Pear
<i>Pyrus c.</i> "Cleveland Select"	Cleveland Select Pear
<i>Pyrus c.</i> "Redspire"	Redspire Pear

Large Trees - 50 feet plus in height

Botanical Name:	Common Name:
<i>Acer rubrum</i> "Red Sunset"	Red Sunset Maple
<i>Acer saccharum</i> "Green Mountain"	Green Mountain Sugar Maple
<i>Fagus gradifolia</i>	American Beech
<i>Fagus sylvatica</i>	European Beech
<i>Fraxinus americana</i> "Autumn Applause"	Autumn Applause Ash
<i>Fraxinus a.</i> "Autumn Purple"	Autumn Purple Ash
<i>Fraxinus a.</i> "Rose Hill"	Rose Hill White Ash
<i>Fraxinus pennsylvanica</i> "Marshall's"	Marshall's Seedless Ash
<i>Fraxinus p.</i> "Newport"	Newport Ash
<i>Fraxinus p.</i> "Summit"	Summit Ash
<i>Ginkgo biloba</i>	Ginkgo (Note - large areas)
<i>Ginkgo biloba</i> "Fastigiata"	Columnar Ginkgo
<i>Liquidambar styraciflua</i>	Sweet Gum
<i>Platanus acerifolia</i> "Bloodgood"	London Planetree
<i>Quercus imbricaria</i>	Shingle Oak
<i>Quercus palustris</i>	Pin Oak
<i>Quercus rubra</i>	Red Oak
<i>Taxodium distichum</i>	Common Bald Cypress (deciduous) *(Note - shall be limbed up)
<i>Tilia cordata</i> "Fairview"	Fairview Linden

Tilia cordata "Greenspire"	Greenspire Linden
Tilia euchlora	Redmond Linden
Tilia tomentosa "Sterling Silver"	Sterling Silver Linden
Ulmus x hollandica "Urban"	Urban Elm
Ulmus x "Homestead"	Homestead Elm
Ulmus x "Pioneer"	Pioneer Elm
Ulmus parvifolia	Chinese Elm

Whenever any tree or shrub shall be planted or set out in conflict with the provisions of this section, the City Manager, or his designee shall remove or cause removal of the same.

(Ord. 1990-3. Passed 2-12-90.)

907.03 REMOVAL, REPLANTING AND REPLACEMENT.

(a) Wherever it is necessary to remove a tree or shrub from a treelawn in connection with the paving of a sidewalk, or the paving or widening of a portion of a street, alley or highway used for vehicular traffic, the City shall require the contractor or person to replant such trees or shrubs or replace them, removing all stumps below the surface of the ground; provided, that this requirement may be satisfied if an equivalent number of trees or shrubs of the same size and species as specified by the Shade Tree Commission are planted in an attractive manner on the adjoining property.

(b) No person or property owner shall remove a tree or shrub from a treelawn for the purpose of construction, or for any other reason without first filing an application and obtaining a permit from the City Manager or his designee. Such person or property owner shall, at his own expense, replace the removed tree or shrub in accordance with the standards, size and species set forth by the Commission. Such person or property owner shall remove at his own expense, any stumps to below the surface of the ground.

(c) When in good faith, the City Manager or his designee determines that a tree or trees located within a treelawn constitutes a hazard to the public's use of the streets, then the owner of the property abutting the treelawn shall, at his own expense, remove such tree or trees.

Should any property owner fail to comply with an order of removal, City may cause such tree or trees to be removed and the cost thereof to be assessed against the owner as provided by law.

(Ord. 1990-3. Passed 2-12-90.)

907.04 TREE SPECIFICATIONS; SPECIES, PLANTING, SPACING, DISTANCES.

- (a) Tree species shall comply with Section 907.02.
- (b) Spacing of trees shall be in accordance with the three species size classes referred to in Section 907.02. No trees may be planted closer together than the following: Small trees - 30 feet; medium trees - 40 feet; and large trees - 50 feet, except in special plantings designed or approved by the Shade Tree Commission.
- (c) The distance trees may be planted from curbs or curblines and sidewalks shall be in accordance with the three species size classes referred to in Section 907.02. No trees may be planted closer to any curb or sidewalk than the following: Small trees - 2 feet; medium trees - three feet; and large trees - 4 feet.
- (d) No tree shall be planted closer than twenty feet of any street corner, measuring from intersecting curbs or curblines. No tree shall be planted closer than ten feet to any fire hydrant.

(Ord. 1990-3. Passed 2-12-90.)

907.05 PRUNING OBSTRUCTIONS.

- (a) Any person or persons owning or occupying real property bordering on any street shall prune any trees or shrubs in such manner that they will not obstruct the passage of pedestrians on sidewalks, obstruct vision of traffic signs or obstruct the view of any street or alley intersection. The minimum height of any overhanging portion thereof shall be ten feet above sidewalks and twelve feet above all streets except truck thoroughfares which shall have a clearance of sixteen feet.
- (b) Should any person or persons owning real property bordering on any street fail to prune trees or shrubs as herein provided, the City Manager or his designee shall order such person or persons to so prune such trees or shrubs within ten days after receipt of written notice.

The order required herein shall be served by mailing a copy of the order to the last known address of the property owner, by certified mail.

When a person to whom an order is directed fails to comply within the specified time, the City shall prune such trees or shrubs and the exact cost thereof shall be assessed to the owner as provided by law.

(Ord. 1990-3. Passed 2-12-90.)

907.06 ABUSE OR MUTILATION OF PUBLIC TREES.

Unless specifically authorized by the City Manager or his designee, no person shall intentionally damage, cut, carve, transplant or remove any public tree or shrub; attach any rope, wire, nails, advertising posters or other contrivance to any public tree or shrub; allow any gaseous liquid or solid substance which is harmful to such public trees or shrubs to come in contact with them; or set fire or permit fire to burn when such fire or the heat thereof will injure any portion of any public tree or shrub.

(Ord. 1990-3. Passed 2-12-90.)

907.07 PROTECTION OF TREES.

All trees and shrubs on any street or other publicly owned property near any excavation or construction of any building, structure or street work, shall be protected with a good substantial fence, not less than four feet high and eight feet square, or at a distance in feet from the tree or shrub equal to the diameter of the trunk in inches at chest high, whichever is greater, and all building material, dirt or other debris shall be kept outside the barrier.

No person shall excavate any ditches, tunnels or trenches, or lay any drive within a radius of ten feet from any public tree or shrub without first obtaining permission from the City Manager or his designee.

(Ord. 1990-3. Passed 2-12-90.)

907.08 PLACING MATERIALS ON PUBLIC PROPERTY.

No person shall deposit, place, store or maintain, upon any public place of the City, any stone, brick, sand, concrete or other materials which may impede the free passage of water, air or fertilizer to the roots of any tree growing therein.

(Ord. 1990-3. Passed 2-12-90.)

907.99 PENALTY.

Whoever violates any provision of this chapter shall be fined not to exceed one hundred dollars (\$100.00). In addition, the person shall replace the tree with a size and species recommended by the Shade Tree Commission. Each tree affected by a violation of this chapter shall constitute a separate offense.

(Ord. 1990-3. Passed 2-12-90.)

CHAPTER 907

Trees

907.01	Definitions.	907.05	Trimming obstructions.
907.02	Recommended trees and shrubs.	907.06	Abuse or mutilation of public trees.
907.03	Removal, replanting and replacement.	907.07	Protection of trees.
907.04	Tree specifications; species, planting, spacing, distances.	907.99	Penalty.

CROSS REFERENCES

Power to regulate shade trees and shrubbery - see Ohio R.C. 715.20

Assessments for tree planting or maintenance - see Ohio R.C. 727.011

Injury or destruction - see GEN. OFF. 541.06

907.01 DEFINITIONS.

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein.

- (a) "Person" means any person, firm, partnership, association, corporation, contractor, company or organization of any kind.
- (b) "Street" or "highway" means the entire width of every public way, easement or right of way when any part thereof is open to the use of the public, as a matter of right, for the purposes of vehicular and pedestrian traffic, and includes alleys.
- (c) "Public place" includes all other grounds owned by the City.
- (d) "Property line" means the outer edge of a street or highway.
- (e) "Treelawn" means that part of a street or highway not covered by sidewalk or other paving, lying between the property line and that portion of the street or highway usually used for vehicular traffic.
- (f) "Public trees" means all shade and ornamental trees now or hereafter growing on any street, highway or any public places.
- (g) "Large trees" means those attaining a height of fifty feet or more.
- (h) "Medium trees" means those attaining a height of twenty-five to fifty feet.
- (i) "Small trees" means those attaining a height up to twenty-five feet.
- (j) "Principal thoroughfare" means any street upon which trucks are not prohibited.(Ord. 1990-3. Passed 2-12-90.)

907.02 RECOMMENDED TREES AND SHRUBS.

Upon approval of any permit, the applicant shall select an appropriate tree for replanting from the Recommended Tree List provided by the Planning and Zoning Department.

Whenever any tree or shrub shall be planted or set out in conflict with the provisions of this section, the City Manager, or his designee shall remove or cause removal of the same. (Ord. 1990-3. Passed 2-12-90.)

907.03 REMOVAL, REPLANTING AND REPLACEMENT.

(a) Wherever it is necessary to remove a tree or shrub from a treelawn in connection with the paving of a sidewalk, or the paving or widening of a portion of a street, alley or highway used for vehicular traffic, the City shall require the contractor or person to replant such trees or shrubs or replace them, removing all stumps below the surface of the ground; provided, that this requirement may be satisfied if an equivalent number of trees or shrubs of the same size and species as specified by the Shade Tree Commission are planted in an attractive manner on the adjoining property.

(b) No person or property owner shall remove a tree or shrub from a treelawn for the purpose of construction, or for any other reason without first filing an application and obtaining a permit from the City Manager or his designee, which application shall include a written finding by an arborist or tree-related professional reasonably acceptable to the City that such tree(s) and/or shrub(s) require removal. Such person or property owner shall, at his own expense, replace the removed tree or shrub in accordance with the standards, size and species set forth by the Commission. Such person or property owner shall remove at his own expense, any stumps to below the surface of the ground.

(c) When in good faith, the City Manager or his designee determines that a tree or trees located within a treelawn constitutes a hazard to the public's use of the streets, then the owner of the property abutting the treelawn shall, at his own expense, remove such tree or trees. Should any property owner fail to comply with an order of removal and/or replacement, and after prior written notice to the owner of the property that includes an estimate of costs for said tree removal and/or replacement, City may cause such tree or trees to be removed and/or replaced and the cost thereof to be assessed against the owner as provided by law. All expenses and labor costs incurred shall, when approved by Council, be paid out of City funds not otherwise appropriated. Council shall make a written return to the County Auditor of its action, with a statement of the charges for its services, the amount paid for labor and material, the fees of the officers serving such notices, and a proper description of the premises. Such amounts, when allowed, shall be entered upon the tax duplicate and be a lien upon such lands from and after the date of entry and be collected as other taxes and returned to the City.

(d) In the event the City enters a lien upon the tax duplicate as provided in subsection (a) hereof, the Finance Director shall certify to the County Auditor for recording such lien such that the amount due shall be divided into eight (8) semiannual payments and collected with the immediate and subsequent tax years as applicable. The Finance Director shall add to

the amount due interest at the rate of the Federal Reserve Prime Interest Rate as of June 1 of the current year, but in no event an amount less than twenty-five dollars (\$25.00).

(Ord. 1990-3. Passed 2-12-90.)

907.04 TREE SPECIFICATIONS; SPECIES, PLANTING, SPACING, DISTANCES.

- (a) Tree species shall comply with Section 907.02.
- (b) Spacing of trees shall be in accordance with the three species size classes referred to in Section 907.02. No trees may be planted closer together than the following: Small trees - 30 feet; medium trees - 40 feet; and large trees - 50 feet, except in special plantings designed or approved by the Shade Tree Commission.
- (c) The distance trees may be planted from curbs or curblines and sidewalks shall be in accordance with the three species size classes referred to in Section 907.02. No trees may be planted closer to any curb or sidewalk than the following: Small trees - 2 feet; medium trees - three feet; and large trees - 4 feet.
- (d) No tree shall be planted closer than twenty feet of any street corner, measuring from intersecting curbs or curblines. No tree shall be planted closer than ten feet to any fire hydrant.

(Ord. 1990-3. Passed 2-12-90.)

907.04 TRIMMING OBSTRUCTIONS.

(a) Any person or persons owning or occupying real property bordering on any street shall trim any trees or shrubs in such manner that they will not obstruct the passage of pedestrians on sidewalks, obstruct vision of traffic signs or obstruct the view of any street or alley intersection. The minimum height of any overhanging portion thereof shall be ten feet above sidewalks and twelve feet above all streets except truck thoroughfares which shall have a clearance of sixteen feet.

(b) Should any person or persons owning real property bordering on any street fail to trim trees or shrubs as herein provided, the City Manager or his designee shall order such person or persons to so trim such trees or shrubs within ten days after receipt of written notice.

The order required herein shall be served by mailing a copy of the order to the last known address of the property owner, by certified mail.

When a person to whom an order is directed fails to comply within the specified time, the City shall trim such trees or shrubs and the exact cost thereof shall be assessed to the owner as provided by law.

(Ord. 1990-3. Passed 2-12-90.)

907.05 ABUSE OR MUTILATION OF PUBLIC TREES.

Unless specifically authorized by the City Manager or his designee, no person shall

intentionally damage, cut, carve, transplant or remove any public tree or shrub; attach any rope, wire, nails, advertising posters or other contrivance to any public tree or shrub; allow any gaseous liquid or solid substance which is harmful to such public trees or shrubs to come in contact with them; or set fire or permit fire to burn when such fire or the heat thereof will injure any portion

of any public tree or shrub.
(Ord. 1990-3. Passed 2-12-90.)

907.06 PROTECTION OF TREES.

All trees and shrubs on any street or other publicly owned property near any excavation or construction of any building, structure or street work, shall be protected with a good substantial fence, not less than four feet high and eight feet square, or at a distance in feet from the tree or shrub equal to the diameter of the trunk in inches at chest high, whichever is greater, and all building material, dirt or other debris shall be kept outside the barrier.

No person shall excavate any ditches, tunnels or trenches, or lay any drive within a radius of ten feet from any public tree or shrub without first obtaining permission from the City Manager or his designee.

(Ord. 1990-3. Passed 2-12-90.)

907.07 PLACING MATERIALS ON PUBLIC PROPERTY.

No person shall deposit, place, store or maintain, upon any public place of the City, any stone, brick, sand, concrete or other materials which may impede the free passage of water, air or fertilizer to the roots of any tree growing therein.

(Ord. 1990-3. Passed 2-12-90.)

907.99 PENALTY.

Whoever violates any provision of this chapter shall be fined not to exceed one hundred dollars (\$100.00). In addition, the person shall replace the tree with a size and species recommended by the City. Each tree affected by a violation of this chapter shall constitute a separate offense.

(Ord. 1990-3. Passed 2-12-90.)



TO: Mayor Tapp and City Council
FROM: Terri Welkener , Clerk of Council
RE: Ordinance No. 2023-14 **(second reading)** *(submitted by Erik Engle)*
DATE: May 23, 2023

Subject Matter/Background

Ordinance 2023-14 amends the former assessment period from 5 and 10 years to a period of 4 years for the sidewalk and tree removal program. The City can recoup the cost of removing trees and replacing sidewalks in a timelier manner.

Financial Review

Ordinance 2023-14 amends the former assessment period from 5 and 10 years to a period of 4 years for the sidewalk and tree removal program. The City can recoup the cost of removing trees and replacing sidewalks in a timelier manner.

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. 2023-14 on its second reading is in order.

[Ordinance No. 2023-14 Chapter 521.14 and 521.06 \(4\).docx](#)

[Ordinance No. 2023-14 Exhibit A Section 521.06.pdf](#)

[Ordinance No. 2023-14 Exhibit B Section 521.06.docx](#)

ORDINANCE NO. 2023-14

Introduced by Joe Dike

AN ORDINANCE AMENDING CHAPTER 521 (HEALTH, SAFETY AND SANITATION) OF THE HURON CODIFIED ORDINANCES TO ADD A NEW SECTION 521.14 (DUTY TO MAINTAIN TREES IN TREE LAWN); REPEALING, AMENDING AND RESTATING SECTION 521.06 (DUTY TO KEEP SIDEWALKS IN REPAIR AND CLEAN) OF CHAPTER 521 (HEALTH, SAFETY AND SANITATION) OF THE HURON CODIFIED ORDINANCES; AND FURTHER AMENDING CHAPTER 521 TO ADD RELATED CROSS REFERENCES.

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 521 (Health, Safety and Sanitation) of the Codified Ordinances of the City of Huron, Ohio, be amended to add a new Section 521.14 (Duty to Maintain Trees in Tree Lawn), which shall read as follows:

"SECTION 521.14 DUTY TO MAINTAIN TREES IN TREE LAWN

(a) For the purpose of controlling the blight and disease of shade trees within public rights-of-way, and for planting, maintaining, trimming, removing and/or replacing shade trees in and along the streets of the City, the City Council may establish one or more districts in the City designating the boundaries thereof, and may each year thereafter, by ordinance, designate the district in which such control, planting, care, and maintenance shall be effected, setting forth an estimate of the cost and providing for the levy of a special assessment upon all the real property in the district, in the amount and in the manner provided in Section 727.01 of the Revised Code, for planting, maintaining, trimming, removing and/or replacing shade trees. The ordinance shall be adopted as other ordinances and a succinct summary of the ordinance shall be published in the manner provided in Section 731.21 of the Revised Code. Bonds and anticipatory notes may be issued in anticipation of the collection of such special assessments, under Section 133.17 of the Revised Code.

(b) Subject to the provisions of Section 521.14(a), above, each owner or occupant of any lot or land shall plant, maintain, trim, remove, and/or replace any one or more trees located within a tree lawn in front of or adjacent and contiguous to such lot or land in and along the streets of the City that are blighted, diseased, dead, or partially or fully broken or damaged, and that require planting, maintenance, trimming, removal and/or replacement, or that otherwise constitute a hazard to the public's use of the streets in front of such lot or land after due notice of a Resolution of Council ordering the planting, maintaining, trimming, removal and/or replacement of such tree(s) in a designated district in the City. Management of trees shall also conform with the provisions of Chapters 907, 1115, 1121, 1126, 1127, 1131, and 1133 of the Codified Ordinances.

If the owner or person having charge of such land fails to comply with such notice, the City shall cause the tree(s) to be planted, maintained, trimmed, removed and/or replaced. All expenses and labor costs incurred shall, when approved by Council, be paid out of City funds not otherwise appropriated. Council shall make a written return to the County Auditor of its action, with a statement of the charges for its services, the amount paid for labor and material, the fees of the officers serving such notices, and a proper description of the premises. Such amounts, when allowed, shall be entered upon the tax duplicate and be a lien upon such lands from and after the date of entry and be collected as other taxes and returned to the City.

(c) In the event the City enters a lien upon the tax duplicate as provided in subsections (a) and (b), above, the Finance Director shall certify to the County Auditor for recording such lien such that the amount due shall be divided into eight (8) semiannual payments and collected with the immediate and subsequent tax years as applicable. The Finance Director shall add to the amount due interest at the rate of the Federal Reserve Prime Interest Rate as of June 1 of the current year, but in no event an amount less than twenty-five dollars (\$25.00).

(d) Whoever violates this Section 521.14 is guilty of a minor misdemeanor.

(ORC. 727.01; ORC 727.011; ORC 731.21; ORC 133.17)

(Ord. 2023-14. Adopted _____)"

SECTION 2. That Section 521.06 (Duty to Keep Sidewalks in Repair and Clean) of Chapter 521 (Health, Safety and Sanitation) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows: (refer to Exhibit "A" attached), shall be and hereby is repealed in its entirety.

SECTION 3. That a new revised and restated Section 521.06 (Duty to Keep Sidewalks in Repair and Clean) of Chapter 521 (Health, Safety and Sanitation) of the Codified Ordinances of the City of Huron, as attached hereto and made a part hereof as Exhibit "B", shall be, and hereby is, adopted and thereafter shall be in full force and effect.

SECTION 4. That the following CROSS REFERENCES shall be added to Chapter 521 (Health, Safety and Sanitation) of the Codified Ordinances of the City of Huron, Ohio:

"Maintenance of trees – see Ch. 907

Assessments for sidewalks – see 909-02, R.C. 729.01-729.0

Duty to maintain shade trees – see R.C. 727.01, et. seq.

Assessments for shade trees – see 909.03, R.C. 727.01, et. seq."

SECTION 5. 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 5. 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: _____

521.06 DUTY TO KEEP SIDEWALKS IN REPAIR AND CLEAN.

(a) No owner or occupant of any lot or land abutting upon any street shall refuse, fail or neglect to construct, repair, or keep in repair and free from snow, ice or any nuisance, the sidewalks, curbs or gutters in front of such lot or land after due notice of a Resolution of Council ordering the construction or repair of such sidewalk, the removal of such obstruction, or the abatement of such nuisance. (ORC 723.011). Construction shall conform with the provisions of Chapters 901, 903, 1117 and 1119 of the Codified Ordinances.

If the owner or person having charge of such land fails to comply with such notice, Council shall cause the sidewalks to be constructed or repaired. All expenses and labor costs incurred shall, when approved by Council, be paid out of City funds not otherwise appropriated. Council shall make a written return to the County Auditor of its action, with a statement of the charges for its services, the amount paid for labor and material, the fees of the officers serving such notices, and a proper description of the premises. Such amounts, when allowed, shall be entered upon the tax duplicate and be a lien upon such lands from and after the date of entry and be collected as other taxes and returned to the City.

(b) In the event the City enters a lien upon the tax duplicate as provided in subsection (a) hereof, the Finance Director shall certify to the County Auditor for recording such lien in the following manner:

(1) If the amount of construction or repair is equal to or less than five thousand dollars (\$5,000.00), the amount due shall be divided into ten (10) semiannual payments and collected with the immediate and subsequent tax years as applicable. The Finance Director shall add to the amount due interest at the rate of the Federal Reserve Prime Interest Rate as of June 1 of the current year, but in no event an amount less than twenty-five dollars (\$25.00).

(2) If the amount of construction or repair is greater than five thousand dollars (\$5,000.00), the amount due shall be divided into twenty (20) semiannual payments and collected with the immediate and subsequent tax years as applicable. The Finance Director shall add to the amount due interest at the rate of the Federal Reserve Prime Interest Rate as of June 1 of the current year, but in no event an amount less than twenty-five dollars (\$25.00).

(c) Whoever violates this section is guilty of a minor misdemeanor.
(Ord. 2020-25. Passed 9-22-20.)

521.06 DUTY TO KEEP SIDEWALKS IN REPAIR AND CLEAN.

(a) No owner or occupant of any lot or land abutting upon any street shall refuse, fail or neglect to construct, repair, or keep in repair and free from snow, ice or any nuisance, the sidewalks, curbs or gutters in front of such lot or land after due notice of a Resolution of Council ordering the construction or repair of such sidewalk, the removal of such obstruction, or the abatement of such nuisance. (ORC 723.011). Construction shall conform with the provisions of Chapters 901, 903, 1117 and 1119 of the Codified Ordinances.

If the owner or person having charge of such land fails to comply with such notice, Council shall cause the sidewalks to be constructed or repaired. All expenses and labor costs incurred shall, when approved by Council, be paid out of City funds not otherwise appropriated. Council shall make a written return to the County Auditor of its action, with a statement of the charges for its services, the amount paid for labor and material, the fees of the officers serving such notices, and a proper description of the premises. Such amounts, when allowed, shall be entered upon the tax duplicate and be a lien upon such lands from and after the date of entry and be collected as other taxes and returned to the City.

(b) In the event the City enters a lien upon the tax duplicate as provided in subsection (a) hereof prior to July 1, 2023, the Finance Director shall certify to the County Auditor for recording such lien in the following manner:

(1) If the amount of construction or repair is equal to or less than five thousand dollars (\$5,000.00), the amount due shall be divided into ten (10) semiannual payments and collected with the immediate and subsequent tax years as applicable. The Finance Director shall add to the amount due interest at the rate of the Federal Reserve Prime Interest Rate as of June 1 of the current year, but in no event an amount less than twenty-five dollars (\$25.00).

(2) If the amount of construction or repair is greater than five thousand dollars (\$5,000.00), the amount due shall be divided into twenty (20) semiannual payments and collected with the immediate and subsequent tax years as applicable. The Finance Director shall add to the amount due interest at the rate of the Federal Reserve Prime Interest Rate as of June 1 of the current year, but in no event an amount less than twenty-five dollars (\$25.00).

(c) In the event the City enters a lien upon the tax duplicate as provided in subsection (a) hereof from and after July 1, 2023, the Finance Director shall certify to the County Auditor for recording such lien such that the amount due shall be divided into eight (8) semiannual payments and collected with the immediate and subsequent tax years as applicable. The Finance Director shall add to the amount due interest at the rate of the Federal Reserve Prime Interest Rate as of June 1 of the current year, but in no event an amount less than twenty-five dollars (\$25.00).

(d) Whoever violates this section is guilty of a minor misdemeanor.

Ordinance No. 2023-14 adopted _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2023-15 **(first reading)** *(submitted by Stuart Hamilton)*
DATE: May 23, 2023

Subject Matter/Background

In April of 2023, the City released and received bids for residential solid waste collection and disposal services. We received a single bid from our current provider. As with each time we bid out these services, we have to update our Ordinances to reflect the pricing. This update will increase the monthly rate to \$71.00 per dwelling per quarter from July 1st, 2023, through December 31st, 2023, which will be charged as it is currently on the resident's water bill. From January 1st, 2024, the intent is to charge the residents via an assessment process and be paid through their real estate taxes. The yearly rates will be calculated by staff and approved by council prior to the assessment being sent to the County.

Financial Review

This amendment to the garbage rate ordinance will provide the City with the flexibility to bill residential customers through the quarterly billing process (current) or collecting the fee through the annual property tax assessment process. A new water rate is also established with this amendment for the last six months of 2024, matching the proposed contract with Republic Services. Beginning January 1, 2024, the garbage rate will be approved by Council via an annual ordinance. The City will continue to track all revenue and expenses for this service in the garbage fund (Fund 201).

Legal Review

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

Recommendation

If Council is in agreement, a motion placing Ordinance No. 2023-15 on its first reading is in order.

[Ordinance No. 2023-15 Solid Waste Rates \(7\).docx](#)

[Ordinance No. 2023-15 Exh A 931.04.pdf](#)

ORDINANCE NO. 2023-15
Introduced by Mark Claus

AN ORDINANCE REPEALING AND AMENDING AND RESTATING SECTION 931.04 (RATES FOR COLLECTION AND DISPOSAL OF CHAPTER 931 (GARBAGE, RUBBISH AND RECYCLABLE MATERIAL COLLECTION) OF THE HURON CODIFIED ORDINANCES; AND DECLARING AN EMERGENCY.

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 Section 931.04 (Rates for Collection and Disposal) of Chapter 931 (Garbage, Rubbish and Recyclable Material Collection) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows (refer to Exhibit "A" attached), shall be and hereby is repealed in its entirety.

SECTION 2. That a new revised and restated Section 931.04 (Rates for Collection and Disposal) of Chapter 931 (Garbage, Rubbish and Recyclable Material Collection) of the Codified Ordinances of the City of Huron, as follows:

"931.04 RATES FOR COLLECTION AND DISPOSAL.

Effective July 1, 2023, and ending December 31, 2023, the basic charge for garbage, refuse, recyclable material, yard waste collection and disposal for each owner of a residential dwelling shall be seventy-one dollars (\$71.00) per calendar quarter.

- (a) All bills for collection and disposal of garbage, refuse, recyclable materials and yard waste shall be rendered and paid quarterly.
- (b) The bills rendered for the collection and disposal of garbage, refuse, recyclable materials and yard waste collection and disposal shall be paid to the City, office of the Department of Finance, on or before the seventeenth day of the month in which the bill is rendered.
- (c) At the option of the City, the bill for the collection and disposal of garbage, refuse, recyclable materials and yard waste collection and disposal may be combined with the bill for water service and stormwater fees, in which event, the payments received by the City from each consumer shall be applied first to the charge for garbage, refuse, recyclable materials and yard waste, then to the charge for water service, with the balance to be applied to stormwater fees.

Effective January 1, 2024, the basic charge for garbage, refuse, recyclable material, yard water collection and disposal for each owner of a residential dwelling unit shall be set by Council ordinance based on the level of contractual services provided. The basic charge, as determined by the City, shall be charged in one of the follow methods:

- (a) The City shall charge to the owner of each dwelling unit within the municipality a monthly rate to be paid by the owner of said property. Such

rate shall be set by Council by Ordinance each year. The Council shall review the monthly rate to be paid by the owner of each dwelling unit within the municipality on a yearly basis to determine the amount of the fee for the ensuing year.

- (1) All bills for collection and disposal of garbage, refuse, recyclable materials and yard waste shall be rendered and paid quarterly.
- (2) The bills rendered for the collection and disposal of garbage, refuse, recyclable materials and yard waste collection and disposal shall be paid to the City, office of the Department of Finance, on or before the seventeenth day of the month in which the bill is rendered.
- (3) At the option of the City, the bill for the collection and disposal of garbage, refuse, recyclable materials and yard waste collection and disposal may be combined with the bill for water service and stormwater fees, in which event, the payments received by the City from each consumer shall be applied first to the charge for garbage, refuse, recyclable materials and yard waste, then to the charge for water service, with the balance to be applied to stormwater fees.

(b) By Council ordinance, the City may assess the costs and expense of garbage, refuse, recyclable materials and yard waste collection and disposal within the City, on the owner of each dwelling unit defined in subsection (c) herein, by certifying the amounts to the County Auditor for collection with other City taxes.

- (1) The fee so assessed through the residential tax duplicate shall be reimbursed to the City by the County Auditor, and shall be credited to the City of Huron.
- (2) The Finance Director is hereby authorized and directed to send to the Office of the County Auditor certified copies of this Ordinance in such numbers as are required.

(c) A dwelling unit is defined in Section 1351.06 of these Codified Ordinances.

(Ord. 2023-15. Passed 06-27-23.)"

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents, and 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: _____

931.04 RATES FOR COLLECTION AND DISPOSAL.

(a) Effective July 1, 2017 the basic charge for garbage, refuse, recyclable material, yard waste collection and disposal for each residential owner, tenant or occupant shall be sixty five dollars (\$65.00) per calendar quarter.

(b) The minimum billing period for any account shall be for a period of one day, and the charge for such minimum billing shall be based upon a monthly minimum charge of twenty-one and 67/100 dollars (\$21.67) for collection for each residential owner, tenant or occupant.

(c) All bills for collection and disposal of garbage, refuse, and yard waste shall be rendered and paid quarterly, in advance.

(d) The bills rendered for the collection and disposal of garbage, refuse, recyclable materials and yard waste shall be paid to the City, office of the Department of Finance, on or before the seventeenth day of the month in which the bill is rendered.

(e) At the option of the City, the bill for the collection and disposal of garbage and waste and the collection and disposal of recyclable materials and yard waste may be combined with the bill for water service and stormwater fees, in which event, the payments received by the City from each consumer shall be applied first to the charge for garbage, refuse, recyclables and yard waste, then to the charge for water service with the balance to be applied to stormwater fees.

(Ord. 2017-15. Passed 5-23-17.)



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 42-2023 (*submitted by Stuart Hamilton*)
DATE: May 23, 2023

Subject Matter/Background

The City issued a bid for Fabens Tennis Court Reconstruction Project in April 2023, and received bids in May 2023. Two bids were received and after review, the winning bidder was Industrial Surface Sealer at a base price of \$422,943, Alternate #1 at \$20,200, Alternate #2 at \$21,500. Staff also released an online survey during this bidding window.

The base bid was to reconstruct all five courts, keeping the three-court system as dedicated Tennis, and double striping the two-court system with two tennis and four pickleball with mobile net systems.

Alternate #1 was to make the two-court system in to a dedicated pickleball area with 6 dedicated pickleball courts.

Alternate #2 was to remove all surrounding trees.

The survey results showed that respondents wanted more pickleball. However, there was not a great push to have these extra pickleball courts dedicated. Our bid structure did not account for this scenario. So, staff's recommendation is as follows:

- Accept the base bid proposal from Industrial Surface Sealer.
- Accept bid option #2 to clear the trees.
- Reject bid option #1 for 6 dedicated pickleball courts.

Once awarded, request a change order to leave the two-court system as dedicated tennis courts and to double stripe the three-court system for tennis and pickleball with additional mobile pickleball net systems.

Financial Review

The total project cost of \$444,443 was included in the budget for 2023 and will be paid from the City's Capital Equipment Fund and Parks and Recreation Fund. The Township approved a contribution of \$50,000 and the Huron Joint Recreation District approved a contribution of \$94,159 from the "COVID-19 reserve". The balance will be paid by the City.

Accounts:

403-3400-55204

207-3400-55204

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. 42-2023 is in order.

[Resolution No. 42-2023 Exh 1 Fabens Tennis Courts Bid Tab.PDF](#)

[Resolution No. 42-2023 Exh 2 Bid Package Review Letter.pdf](#)

[Resolution No. 42-2023 Exh 3 Fabens Tennis Industrial Surface.pdf](#)

[Resolution No. 42-2023 Fabens Tennis Courts Bid Acceptance \(3\).docx](#)



Engineer's Estimate: \$ 444,480.00

Bid Alternate 01: \$ 27,885.00

Bid Alternate 02: \$ 15,400.00

[illegible]



May 5, 2023

City of Huron
Stuart Hamilton, Service Director
417 Main Street
Huron, OH 44839

Fabens Park Tennis Court Renovations
City of Huron
Bid Package Review

We have performed our bid package review for the following bidders.

Engineer's Estimate

- The Engineer's Official Estimate of Probable Cost for this Project is \$444,480.00.
- The Engineer's Official Estimate of Probable Cost for Bid Alternate 01 work is \$27,885.00.
- The Engineer's Official Estimate of Probable Cost for Bid Alternate 02 work is \$15,400.00.

Bids Received

- The Engineer (OHM Advisors) has reviewed all bids and hereby provides the following list of Bidders and bid prices:

Bidder	Base Bid	Alternate #1	Alternate #2
1. Industrial Surface Sealer, Inc.*	\$422,943.00	\$20,200.00	\$21,500.00
2. Erie Blacktop, Inc.	\$484,664.50	\$17,286.84	\$24,860.00

Review Notes

*Industrial Surface Sealer, Inc. bid forms were not completed properly. Unable to mathematically verify the bid item totals.

**The bid documents adhere to the General Provisions of Section 100 of the 2019 ODOT Construction and Materials Specification, as described on pages 7 through 11 of the bid documents. Section 103.01 gives the City the authority to waive technicalities, thus the City may waive errors as described in the Review Notes above.

Should you have any questions or require additional documentation, please let me know.

Sincerely,
OHM Advisors

A handwritten signature in black ink that reads "Jeremy J. Hinte".

Jeremy Hinte, PLA, ASLA
Project Manager

FABENS PARK TENNIS COURT RENOVATION - OFFICIAL BID FORM

REF. NO.	ODOT ITEM	ITEM DESCRIPTION	TOTAL QNTY	UNIT	LABOR UNIT PRICE	MAT'L UNIT PRICE	TOTAL UNIT PRICE	BID ITEM TOTAL
BASE BID								
		REMOVALS						
1	202	PAVEMENT PLANING (2)	3600	SY	24,000		24,000	24,000
2	202	CHAIN LINK FENCE REMOVED (INCLUDING FOUNDATIONS)	780	LF	13,000	1,000	14,000	14,000
3	202	NET POSTS AND FOUNDATIONS REMOVED	5	EACH	7500		7500	7500
		DRAINAGE						
201	605	4" SHALLOW PIPE UNDERDRAIN WITH FABRIC	985	LF	17000	4000	21000	21000
202	605	UNDERDRAIN MISC.: PVC CLEANOUT	4	EACH	2400		2400	2400
		PAVEMENT						
251	253	PAVEMENT REPAIR, TYPE 1 (ASPHALT)	168	SY	14000	10000	24000	24000
252	253	PAVEMENT REPAIR, TYPE 2 (CONCRETE)	390	SY	35000	25000	60000	60000
253	407	TACK COAT (.08 GAL / SY)	300	GAL		1200	1200	1200
254	441	1.5" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG 64-22 (VIRGIN)	160	CY	18000	40000	58000	58,000
255	608	4 INCH CONCRETE WALK	235	SF	3000	3000	6000	6000
256	SPECIAL	TENNIS COURT COLOR SURFACING	32700	SF	20,280	30,420	50,700	50,700
257	SPECIAL	TENNIS COURT STRIPING	3	EACH	1260	540	1800	1800
258	SPECIAL	TENNIS AND PICKLEBALL COURT STRIPING	2	EACH	2240	960	3200	3200
259	SPECIAL	TENNIS NET SYSTEM	5	EACH	5500	10000	15500	15500
260	SPECIAL	PORTABLE PICKLEBALL NET SYSTEM	4	EACH		2000	2000	2000
261	607	CHAIN LINK FENCE (10' HEIGHT)	993	LF	29050	53950	83000	83000
262	607	CHAIN LINK GATE (3' WIDE X 10' HEIGHT)	5	EACH	875	1625	2500	2500
		LANDSCAPING						
300	652	REPAIR SEEDING AND MULCHING	1	LS	4000	4000	8000	8000
		MISCELLANEOUS						
852	SPECIAL	MOBILIZATION	1	LS	10000		10000	10000
858	SPECIAL	PROJECT BONDING	1	LS	12000		12000	12000
		ALLOWANCES						
902	SPECIAL	CONTINGENCY ALLOWANCE FOR UNFORSEEN PROJECT CONDITIONS	15000	EACH	15000		\$ 1.00	\$ 15,000.00
908	SPECIAL	ALLOWANCE FOR ADDITIONAL INSPECTION SERVICES	1	DAY	1143		\$ 1,143.00	\$ 1,143.00
BASE BID TOTAL =								422, 943

FABENS PARK TENNIS COURT RENOVATION - OFFICIAL BID FORM

REF. NO.	QDOT ITEM	ITEM DESCRIPTION	TOTAL QNTY	UNIT	LABOR UNIT PRICE	MAT'L UNIT PRICE	TOTAL UNIT PRICE	BID ITEM TOTAL
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FABENS PARK TENNIS COURT RENOVATION - OFFICIAL BID FORM

REF. NO.	QDOT ITEM	ITEM DESCRIPTION	TOTAL QNTY	UNIT	LABOR UNIT PRICE	MAT'L UNIT PRICE	TOTAL UNIT PRICE	BID ITEM TOTAL
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BID ALTERNATE NO. 1 - PICKLEBALL COURTS

DEDUCTIONS								
1001	607	CHAIN LINK FENCE (10' HEIGHT)	-447	LF	-12950	-2450	-37000	-37000
1002	607	CHAIN LINK GATE (3' WIDE X 10' HEIGHT)	-3	EACH	-1000	-500	-1500	-1500
1003	SPECIAL	TENNIS AND PICKLEBALL COURT STRIPING	-2	EACH	-2240	-960	-3200	-3200
1004	SPECIAL	TENNIS NET SYSTEM	-2	EACH	-3200	-3000	-6200	-6200
1005	SPECIAL	PORTABLE PICKLEBALL NET SYSTEM	-4	EACH			-2000	-2000
ADDITIONS								
2001	607	CHAIN LINK FENCE (8' HEIGHT)	447	LF	12600	23400	36000	36000
2002	607	CHAIN LINK FENCE (4' HEIGHT)	102	LF	2500	5000	7500	7500
2003	607	CHAIN LINK GATE (3' WIDE X 8' HEIGHT)	3	EACH	500	1000	1500	1500
2004	SPECIAL	PICKLEBALL COURT STRIPING	6	EACH	3000	600	3600	3600
2005	SPECIAL	PICKELBALL NET SYSTEM	6	EACH	10000	11500	21500	21500

BID ALTERNATE NO. 1 TOTAL = 20, 200

FABENS PARK TENNIS COURT RENOVATION - OFFICIAL BID FORM

REF. NO.	QDOT ITEM	ITEM DESCRIPTION	TOTAL QNTY	UNIT	LABOR UNIT PRICE	MAT'L UNIT PRICE	TOTAL UNIT PRICE	BID ITEM TOTAL
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BID ALTERNATE NO. 02 - TREE REMOVAL

3001	201	TREE REMOVAL	447	EACH	12500	9000	21500	21,500
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and reseeding/landscape

BID ALTERNATE NO. 2 TOTAL = 21, 500

Proposal, Bid Summary, & Signature

PROJECT DESCRIPTION:

FABENS PARK TENNIS COURT RENOVATIONS

City of Huron
STATE OF OHIO

TOTAL BID AMOUNT:

- Base Bid \$ 422,943
- Alternate #1 \$ 20,200 (If Applicable)
- Alternate #2 \$ 21,500 (If Applicable)
- Alternate #3 \$ _____ (If Applicable)

ADDENDUMS & CLARIFICATIONS:

Bidder must acknowledge the contents and receipt of each (if applicable):

Addendum #1: <u>Carl J. Sealer</u>	Clarification #1: _____
Addendum #2: _____	Clarification #2: _____
Addendum #3: _____	Clarification #3: _____
Addendum #4: _____	Clarification #4: _____

- NOTE: Bidder is responsible to contact the Engineer to verify receipt of any and all Addendum and Clarification, prior to the Bid Opening.

CONTRACTOR SCHEDULE: (MUST CONFORM TO SCHEDULE IN BID DOCUMENTS)

- Earliest Start Date: May 30, 2023
- Project Completion Date: Sept. 30, 2023

CERTIFICATION AND SIGNATURE:

The undersigned, having full knowledge of the site, plans, and specifications for the following improvements and the conditions of the Contract Documents, including Addendums and Clarifications, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project. The unit prices specified below for each item as full compensation for the work in these Contract Documents and all penalties, fines or deductions for this project as stated herein.

<u>INDUSTRIAL SURFACE</u>	<u>Carl J. Sealer</u>	<u>4/29/2023</u>
(Company Name) SEALER	(Signature)	(Date)

RESOLUTION NO. 42-2023
Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID (BASE BID AND ALTERNATE #2 ONLY) AND ENTER INTO AN AGREEMENT WITH INDUSTRIAL SURFACE SEALER, INC. FOR SERVICES RELATING TO THE FABENS PARK TENNIS COURT RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED FORTY-THREE AND XX/100 DOLLARS (\$444,443.00).

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

SECTION 1: That the City having advertised for bids in connection with the Fabens Park Tennis Court Restoration Project, the Council finds Industrial Surface Sealer, Inc. to be the lowest and best bidder for the Base Bid and Alternate #2 for such work. Therefore, the City Manager is authorized and directed to award the bid (Base Bid and Alternate #2, only) and enter into an agreement with Industrial Surface Sealer, Inc., of 4000 East 86th Street, Cleveland, OH 44105, for the provision of services as set forth in the bid package (Base Bid and Alternate #2, only) in an amount not to exceed Four Hundred Forty-Four Thousand Four Hundred Forty-Three and xx/100 Dollars (\$444,443.00); a copy of the agreement is available in the office of the Clerk of Council.

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:



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 43-2023 (*submitted by Stuart Hamilton*)
DATE: May 23, 2023

Subject Matter/Background

This change order is to change the restriping configuration of the court systems. The original plan was to have three dedicated tennis courts and two double striped courts for tennis and pickleball. After reviewing the survey results and a Council presentation, it was decided to try and fulfill as many requirements as possible for multiple parties, to move to double striping the three-court system and make the two-court system dedicated tennis. This would fulfill the results showing that more pickleball was the main request, while not requiring dedicated pickleball court. The total amount of this change order is \$2,100.

Financial Review

The total project cost of \$446,543 (including the change order) was included in the budget for 2023 and will be paid from the City's Capital Equipment Fund and Parks and Recreation Fund. The Township approved a contribution of \$50,000 and the Huron Joint Recreation District approved a contribution of \$94,159 from the "COVID-19 reserve". The balance will be paid by the City.

Accounts:

403-3400-55204

207-3400-55204

Legal Review

The matter has been reviewed, follows normal administrative proc

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 43-2023 is in order.

[Resolution No. 43-2023 CO#1 Fabens Tennis Courts.docx](#)

[Resolution No. 43-2023 Exh A CO#1 Industrial Surface Sealer.pdf](#)

RESOLUTION NO. 43-2023
Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT CHANGE ORDER NO. 1 FROM INDUSTRIAL SURFACE SEALER, INC. FOR ADDITIONAL LABOR AND MATERIALS RELATED TO THE FABENS PARK TENNIS COURT RENOVATION PROJECT IN AN INCREASED AMOUNT OF TWO THOUSAND ONE HUNDRED AND XX/100 DOLLARS (\$2,100.00), BRINGING THE TOTAL COST TO FOUR HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED FORTY-THREE AND XX/100 DOLLARS (\$446,543.00)

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

SECTION 1: That the City Manager is authorized and directed to accept Change Order No. 1 from Industrial Surface Sealer, Inc. To reflect additional labor and materials relates to the Fabens Park Tennis Court Renovation Project in an increased amount of Two Thousand One Hundred and xx/100 Dollars (\$2,100.00), bringing the total cost to Four Hundred Forty-Six Thousand Five Hundred Forty-Three and xx/100 Dollars (\$446,543.00); which Change Order No. 1 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: _____

Industrial Surface Sealer, Inc.
 4000 E 86th St.
 Cleveland, OH 44105-3914 US
 216-341-2662
 www.industrialsurface.com

Industrial Tennis Estimate

ADDRESS
Larry Fridrich City of Huron/OHM Advisors 417 Main Street Huron, OH 44839

SHIP TO
City of Huron/OHM Advisors 417 Main Street Huron, OH 44839

INDUSTRIAL TENNIS ESTIMATE #	DATE	EXPIRATION DATE
7815	05/15/2023	07/15/2023

SALES REP
 Carl-Industrial Surface

DATE	ACTIVITY	AMOUNT
	Location: Fabens Park Renovation - Change Order	
	Services Request /Change Order on May 11, 2023 From Larry Fridrich - OHM Advisors The staff is presenting to award contract to you for Base Bid and Alternate #2 Additionally, we are asking to develop a change order to: -Renovate the 2-court pad to 'tennis only' -Renovate the 3-court pad to '3-tennis & 6-temporary pickleball' If you can begin work on this pricing/change order and get it to me by mid-next week, we may be able to get it on the same agenda for council.	0.00
	Services Change Order - May 15, 2023 From : Industrial Surface ** Keep base bid the same to keep things simple - Move the 4 pickleball sets of lines and the portable pickleball nets from original set of 2 tennis courts over to the set of 3 tennis court pad . Just a move. NO COST *** Add 2 more sets of pickleball lines to the remaining tennis court on the set of 3 courts thus providing all 3 tennis courts with 3 sets of tennis line and 6 temporary pickleball set of lines *** 2 more pball sets of line = 2 x 550= \$ 1,100 *** Buy 2 more portable pickleball nets = 2 x 500 = \$ 1,000	2,100.00
	Note-Carl Carl-Industrial Surface www.industrialsurface.com (216) 408-3348 (cell) (216) 341-2662 (office) carl@industrialsurface.com	0.00
	References 1 References: Over 800 + courts done in the last 30 years - North Ridgeville High School - 5 courts - Avon High School - 8 Tennis + 5 Pickleball - John Carroll University (last year) - 6 Tennis - Laurel School (8 courts - 2 each year) - Rocky River (Linden Park) - 4 Tennis	0.00

DATE	ACTIVITY	AMOUNT
	<div><div>- Westlake Rec center -Senior Center (4 courts)</div><div>- Hudson Barlow Park - 12 Pickleball + 5 Tennis</div><div>- Independence City Courts (4 tennis / 6 Pickleball) - Selig Drive - 5 years ago</div><div>- Case Western Reserve</div><div>- City of Akron (Waters Park) - 6 Pickleball courts</div><div>- Mentor - 16 pickleball courts (8 years ago) - By ice arena</div><div>many others, etc...</div></div>	

TOTAL

\$2,100.00

Accepted By

Accepted Date



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 45-2023 (*submitted by Matt Lasko*)
DATE: May 23, 2023

Subject Matter/Background

This resolution supports the efforts of Erie County to secure Community Housing Impact and Preservation (CHIP) Program funding from the state of Ohio in a joint effort including the County, City of Vermilion, City of Sandusky and City of Huron. The County is applying for \$1,250,000, with \$300,000 being dedicated to the City of Huron. The CHIP program was established by the State to provide funding to local agencies to assist with remediation rehabilitation or provision of safe and affordable housing for low and moderate income citizens. CHIP program funds have specified targeted uses, which include rehabilitation of both single family and multi-family residential structures. If awarded, this would provide low and moderate income homeowners with access to funds to assist with remediation of property maintenance code violations.

Financial Review

In the event Erie County is successful in its grant application, the City would have access to \$300,000 for reinvestment into housing rehabilitation. Ultimately, this program's objective is to reduce blight, increase property conditions and increase the City's property valuation through rehabilitation.

Legal Review

The matter has been reviewed, follows nomr

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 45-2023 is in order.

[Resolution No. 45-2023 CHIP Agreement.docx](#)

[Resolution No. 45-2023 Exh A CHIP Partnership Agreement.pdf](#)

RESOLUTION NO. 45-2023
Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNITY HOUSING IMPACT AND PRESERVATION PARTNERSHIP (CHIP) AGREEMENT BETWEEN THE CITY OF HURON, ERIE COUNTY, THE CITY OF SANDUSKY, AND THE CITY OF VERMILION IN SUPPORT OF AN APPLICATION TO THE STATE OF OHIO FOR CHIP PROGRAM FUNDING

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

SECTION 1: That the City Manager is authorized and directed to execute a Partnership Agreement between the City of Huron, Erie County, the City of Sandusky and the City of Vermilion to support the application to be submitted by Erie County on behalf of the partners in efforts to secure CHIP program funding, specifically for the inclusion of potential funding in the amount of \$300,000.00 for the City of Huron, 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:

Community Housing Impact and Preservation Partnership Agreement

between

Erie County, City of Sandusky, City of Huron and City of Vermillion

WHEREAS, Erie County, City of Sandusky, City of Huron and City of Vermillion (Partners) wish to address various housing needs of low and moderate income residents of the county and cities; and

WHEREAS, the State of Ohio, Development Services Agency, Office of Community Development (OCD) provides financial assistance to local governments under its Program Year 2023 Community Housing Impact & Preservation (CHIP) program for the purpose of addressing local housing needs; and

WHEREAS, the Partners are eligible to apply for CHIP funds from the State of Ohio;

WHEREAS, OCD encourages local CHIP eligible communities to request funds as partners in one application; and the Partners desire to file a combined application under the CHIP Program to receive financial assistance to address needs, prioritized by the local Housing Advisory Committee;

NOW, THEREFORE, the Partners hereby agree to the following terms of this Partnership Agreement (Agreement):

1. Erie County has agreed to serve as the single applicant for funds and subsequent Grantee responsible for administering the CHIP grant, if funded.
2. Erie County is responsible for submitting the CHIP grant application in cooperation with the City of Sandusky, City of Huron and City of Vermillion, including procuring an administrator who shall conduct the detailed tasks of the planning process.
3. Erie County agrees to implement the PY2023 CHIP, if funded, in compliance with Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Ohio Housing Trust Fund (OHTF) requirements, the State of Ohio Consolidated Plan, the CHIP program guidelines, and this Agreement.
4. This Agreement applies to any funds awarded from the State of Ohio PY2023 CHIP program. This Agreement remains in effect until the CHIP funds are expended and the funded activities completed and closed out. The Partners cannot terminate or withdraw from this Agreement while it remains in effect.
5. The Partners acknowledge the maximum CHIP fund request is \$1,250,000, as follows:
 - Erie County: \$300,000
 - City of Sandusky: \$350,000*
 - City of Huron: \$300,000
 - City of Vermillion: \$300,000

* City of Sandusky is HOME funds only, not eligible for CDBG or OHTF funds

6. The Partners agree to the following proposed Community Housing Impact and Preservation (CHIP) Program funds distribution and projected outcomes between the Partners:

	Total Number of Units	Total CHIP Activity Request	Total Program Income for Activities
Owner Rehabilitation			
Erie County	3	\$129,500	\$58,562
City of Sandusky	4	\$298,000	\$35,367
City of Huron	2	\$140,250	\$0
City of Vermillion	2	\$140,250	\$0
Total Owner Rehabilitation	11	\$708,000	\$93,929
Owner Repair			
Erie County	6	\$127,500	\$0
City of Sandusky	0	\$0	\$0
City of Huron	6	\$123,750	\$0
City of Vermillion	6	\$123,750	\$0
Total Owner Repair	18	\$375,000	\$0
Tenant Based Rental Assistance			
Erie County	7	\$7,000	\$0
City of Sandusky	13	\$10,000	\$0
City of Huron	0	\$0	\$0
City of Vermillion	0	\$0	\$0
Total TBRA	20	\$17,000	\$0
	Total Activity Request	Total Admin Request	Total CHIP Request
Erie County	\$264,000	\$36,000	\$300,000
City of Sandusky	\$308,000	\$42,000	\$350,000
City of Huron	\$264,000	\$36,000	\$300,000
City of Vermillion	\$264,000	\$36,000	\$300,000
Total	\$1,100,000	\$150,000	\$1,250,000
	Program Income for Activities	Program Income for Admin	Total Program Income Committed
Erie County	\$58,562	\$6,507	\$65,069
City of Sandusky	\$35,367	\$3,930	\$39,297
City of Huron	\$0	\$0	\$0
City of Vermillion	\$0	\$0	\$0

7. The partners understand and acknowledge that these goals do not represent a commitment of guaranteed program funds to partners.
8. The Partners mutually agree to comply with all current Office of Community Development Programs Program Policy Notices.
9. Partners understand the amount of funds awarded to any or all jurisdictions may be less than the request.

10. The Partners approve the grantee to direct the administrator to commit activity funds, proportional to the jurisdictional totals in #5, and to adjust proportionally relative to the percentage allocated of the grant award.
11. This Agreement does not contain a veto provision or other restriction that would allow any party to obstruct the implementation of the CHIP, during the PY2023 CHIP grant period.
12. The Partners agree to provide information to the Grantee for reporting purposes.
13. All program and financial records will be retained by the Grantee after the financial closeout is complete.
14. The partners agree to adopt the Erie County CHIP Policy and Procedures Manual and shall apply these policies to any activities conducted under the PY2023 CHIP.
15. Each partner with uncommitted balances of housing program income funds will make a separate written commitment of those funds.
16. The Partners agree any mortgages expected to generate program income will be prepared by each jurisdiction as follows: The lien-holder shall be determined by the location of the property assisted: the City of Sandusky shall be the lien-holder for properties situated within Sandusky City limits; the County shall be the lien-holder for all other properties, including those located in Huron and Vermillion City limits. Program income will be received by the lien-holder. Reporting and expenditure of any such program income shall become the responsibility of the jurisdiction holding the lien.
17. Per OCD Policy 15-04 the Grant Administrator will expend program income within the jurisdictions prior to grant funds when available, until the dates listed in #19.
18. If program income remains on the dates in #19, expenditure will follow the selection criteria and schedule as outlined in #19.
19. Partners agree to the following selection criteria, for funded activities:
 - Home Repair applications will be first-come, first-serve within each Partner's jurisdiction first, and then, if funding remains on July 31, 2025, within the grant service area.
 - Rehabilitation applications will be ranked according to the Sandusky County Policy and Procedure Manual, which state each Partner's jurisdiction first and then, if funds remain uncommitted on April 30, 2025, within the grant service area.
 - Tenant Based Rental Assistance (TBRA) applications will comply with the local housing authority selection process.
20. The Partners agree to the following finance mechanism, for funded activities:
 - Owner-occupied home repair will be provided as a grant.
 - TBRA will be provided as a grant.
 - Owner-occupied rehabilitation will be provided as a five-year deferred/declining, forgivable loan.
 - Rental rehabilitation will be provided as a loan, 100% forgivable after the affordability period (see OCD policy Notice 21-02), with owners providing up to 50% match on hard costs.

- Rental repair will be provided as a loan, 100% deferred/declining (50% annually), two-year term, forgivable loan, with owners providing up to 50% match on hard costs.

21. The Partners agree the following table represents the responsibilities of partner tasks to be undertaken by one or more partners directly, through cooperation, or by contract:

Task X=primary role Y=support/cooperate	Erie County	City of Sandusky	City of Huron	City of Vermillion	Administrator
Procure Administrator	X	Y	Y	Y	
Convene HAC	X	Y	Y	Y	X
Designate OCEAN Program roles	X				
Sign/authorize application submission	X				
Manage grant fund administration	X				X
Provide on-going oversight of administrator as detailed in administrative contract	X				
Receive and manage program income	X	X			Y
Pay contractors/vendors	X				Y
Prepare/file reports	X				X
Retain all grant records for auditing/ monitoring	X				Y

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #_____ and dated _____, 2023.

GRANTEE:

Erie County Commissioners
2900 Columbus Ave.
Third Floor
Sandusky, OH 44870

Name: _____
Hank S. Solowiej, County Administrator

Date: _____

Witness to Grantee Signature: _____

Date: _____

Approved to Form:

Name: _____
Erie County Prosecutor

Date: _____

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #_____ and dated _____, 2023.

PARTNER:

City of Sandusky
240 Columbus Ave.
Sandusky, OH 44870

Name: _____
John Orzech, City Manager

Date: _____

Witness to Partner Signature: _____

Date: _____

Approved to Form:

Name: _____
City of Sandusky Law Director

Date: _____

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #_____ and dated _____, 2023.

PARTNER:

City of Huron
417 Main Street
Huron, OH 44839

Name: _____
Matt Lasko, City Manager

Date: _____

Witness to Partner Signature: _____

Date: _____

Approved to Form:

Name: _____
City of Huron Law Director

Date: _____

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2023 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #_____ and dated _____, 2023.

PARTNER:

City of Vermillion
5511 Liberty Ave
Vermillion, OH 44089

Name: _____
Jim Forthofer, Mayor

Date: _____

Witness to Partner Signature: _____

Date: _____

Approved to Form:

Name: _____
City of Vermillion Law Director

Date: _____

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.



TO: Mayor Tapp and City Council
FROM: Erik Engle
RE: Resolution No. 46-2023 (*submitted by Erik Engle*)
DATE: May 23, 2023

Subject Matter/Background

In order to standardize a process for certifying charges to the auditor, Resolution 46-2023 establishes the need for the city to make one-time charges related to noncompliant code issues on properties throughout the city. Pursuant to code requirements, the Zoning Department inspects potential violations and works with homeowners to correct said violations. In the event residents do not comply after notification has been received, the city may take further action to complete the work in order to achieve full code compliance. The work being charged to the homeowner is typically minor; for example, cutting grass or towing a vehicle. This legislation authorizes the cost of the work to be recouped by placing the amount on property owner's tax duplicate for the following year.

Financial Review

Resolution 46-2023 will authorize the City to certify actual charges incurred by the City to the County Auditor related to remediation of noncompliant conditions under Chapter 521 (Health, Safety and Sanitation), Chapter 523 (Junk Vehicles), and Chapter 557 (Grass, Weeds and Vegetation) of the codified ordinances. The amount certified to the Auditor will recoup these costs and be placed on the property's tax duplicate for the following year.

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. 46-2023 is in order.

[Resolution No. 46-2023 Resolution of Necessity Code Enforcement.docx](#)

RESOLUTION NO. 46-2023

Introduced by Joe Dike

A RESOLUTION OF NECESSITY ACKNOWLEDGING INSPECTION OF PROPERTIES CITY-WIDE IN ANTICIPATION OF ENFORCEMENT OF PROPERTY-RELATED ORDINANCES, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, AND THE OHIO BUILDING CODE.

WHEREAS, City-wide property inspections shall be undertaken to investigate possible zoning and property maintenance violations within the City of Huron to ensure compliance with existing Codified Ordinances, the International Property Maintenance Code, and the Ohio Building Code, and in anticipation of enforcement of said Ordinances and Codes;

WHEREAS, the City of Huron will pursue enforcement efforts, including but not limited to certification of actual charges to ensure compliance to the Erie County Auditor at a later date if and as applicable.

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

SECTION 1. That this Council hereby recommends and approves City-wide property inspections to investigate possible zoning and property maintenance violations within the City of Huron to ensure compliance with existing Codified Ordinances, the International Property Maintenance Code, and the Ohio Building Code, and in anticipation of enforcement of said Ordinances and Codes.

SECTION 2. That the property conditions of certain properties in the City of Huron may require remediation of noncompliant conditions to ensure the health and safety of the citizens of the City of Huron, Ohio.

SECTION 3. The Building and Zoning Department shall advise relevant property owners in writing, when and as required by City Ordinances, of any noncompliance after such inspection(s) are performed, and an opportunity to remedy any violations shall be afforded consistent with relevant City Ordinances.

SECTION 4. 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.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Cory Swaisgood
RE: Resolution No. 47-2023 (*submitted by Jack Evans*)
DATE: May 23, 2023

Subject Matter/Background

Resolution No. 47-2023 requests Council approval to accept the grant award and enter into a Grant Agreement with the Ohio EPA Ohio EPA H2Ohio grant program for the purchase of hydraulic valve exercising equipment and/or leak correlation equipment. This grant program offered up to \$10,000.00 in reimbursed expenses on approved purchases related to valve exercising or leak detection. Staff prioritized eligible equipment and determined that a hydraulic power pack and hydraulically operated valve exerciser would yield the most benefit to the city. Quotes are at this time approximately \$18,000.00.

The City recently received a letter from the Ohio EPA awarding the full \$10,000 grant request. With this full-amount grant award, the grant would reimburse \$10,000.00, leaving a balance of \$8,000.00 to be paid from the Water Distribution 2023 budget. The City will have 6 months to complete the purchase of the approved equipment. The application and award letter are attached for reference purposes.

Legislative History

Resolution No. 2-2023 - Authorized application to EPA H2Ohio Grant Program. (adopted 1/10/23)

Financial Review

The Water Capital Fund (Fund 603) will account for the \$10,000.00 grant award and total cost of the equipment (approx. \$18,000).

Account
603-9501-55204

Legal Review

The matter has been reviewed, follows normal administrative process

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 47-2023 is in order.

[Resolution No. 47-2023 Exh 1 EPA H2Ohio Grant Application.pdf](#)
[Resolution No. 47-2023 Exh 2 EPA H2Ohio Grant Award Letter.pdf](#)
[Resolution No. 47-2023 EPA H2Ohio Grant Acceptance.docx](#)
[Resolution No. 47-2023 Exh A EPA H2Ohio Grant Agreement.pdf](#)



Public Water System Equipment Grant Application

For Office Use Only:

Application Number: _____ *Date Received:* _____

Section 1. Contact Information for Applicant

Please provide contact information for the Authorizing Agent who is authorized to sign the grant contract on behalf of the public water system.

a. Full name of Public Water System:	City of Huron Water Department
b. PWS Identification Number (PWSID):	OH2201011
b. Federal Employer Identification Number (EIN):	34-6400671
c. Street Address:	417 Main Street
d. City:	Huron
e. State:	Ohio
f. Zip Code:	44839
g. County:	Erie
h. Authorizing Agent:	Jason Gibboney
i. Authorizing Agent Phone Number:	419-433-9502
j. Authorizing Agent Email Address:	Jason.gibboney@huronohio.us

Contact Information for Project Director (person who will oversee the installation of testing equipment and implementation of the project).

a. Project Director (Primary Contact):	Jason Gibboney
b. Title:	Water Superintendent
c. Street Address:	417 Main Street
d. City:	Huron
e. State:	Ohio
f. Zip Code:	44839
g. Phone:	419-433-9502
h. Fax:	419-433-4732
i. Email Address:	Jason.gibboney@huronohio.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	Stuart Hamilton
k. Person performing analysis if different from above:	N/A
l. Title:	Service Director
m. Phone:	419-433-5000
n. Email Address:	Stuart.hamilton@huronohio.us

Contact Information for applicant's Fiscal Agent (person who will process the grant payment from Ohio EPA)

a. Fiscal Agent:	Cory Swaisgood
b. Title:	Finance Director
c. Street Address:	417 Main Street
d. City:	Huron
e. State:	Ohio
f. Zip Code:	44839
g. Phone:	419-433-5000
h. Fax:	419-433-5120
i. Email Address:	Cory.swaisgood@huronohio.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	N/A

Section 2. Applicant Certification Statement

Instructions: Please have the Authorizing Agent/owner read the Statement of Certification below and sign it in Table 2-1, row a. Paper copy versions of this application must include one copy with an original signature in Table 2-1, row a. Applications submitted electronically may include an electronic signature or certification will be required from those applicants when a grant contract is sent out for signature.

Statement of Certification

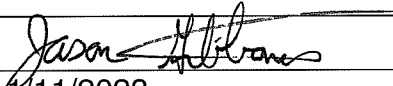
I certify that to the best of my knowledge the information contained in this application and in the supplemental material is correct and complete. I certify that the funding requested satisfies the eligibility requirements for this Program as represented in the Program Description and related materials. I certify that I understand that the funding under this Program is subject to restrictions and other conditions listed below, including (*inter alia*):

- ☒ The applicant will use the funding under this Program for the specific purposes defined in the grant application and guidelines.
- ☒ The equipment purchased under this Program is owned and operated by the applicant public water system.
- ☒ The applicant will maintain the equipment for a minimum period of four years from the date of purchase. As needed, the applicant will avail itself of the warranty in order to ensure that the equipment funded under this Program remains in good working order for at least four years.
- ☒ The applicant will not use funding under this Program to purchase hardware or services for which the applicant has received, or will receive, payment from another source or under another program.
- ☒ The applicant will submit a closing activity and fiscal report to Ohio EPA upon completion of the project.
- ☒ The applicant will provide the Ohio EPA access to the equipment purchased with grant funding, facilities where the equipment is located, and documentation related to funding received from this Program, based on reasonable notice of a request for such access.
- ☒ The applicant has received approval from its governing body, to apply and make use of the funding under this program.
- ☒ The applicant will follow the public water system's procedures and applicable federal guidelines to procure the products and services funded under this project. Applicants are encouraged to conduct competitive procurements.
- ☒ Where applicable under ORC 3517.13(I) or ORC 3517.13(J), the applicant's Authorizing Agent or spouse has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.
- ☒ Where applicable, the applicant public water system is in compliance with the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et seq.); state

ethics laws and conflict of interest laws; and state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111).

I authorize Ohio EPA to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.

Table 2-1. Applicant Certification Signature

a. Signature of Authorizing Agent:	
b. Date:	4/11/2023
c. Name (typed):	Jason Gibboney
d. Title or relationship to applicant organization:	Water Superintendent
e. Name of Public Water System	City of Huron Water Department

Section 3. Equipment and Training

Please describe the equipment, supplies and training that will be obtained with the requested funding.

Equipment & Training (Manufacturer, Model & Description)	Number	Unit Cost	Cost (number x unit cost)
Equipment and Supplies			
a. Hydraulic Power Unit – Briggs and Stratton	1	\$8,576.10	\$8,576.10
b. Hydraulic Hose and Freight	1	\$675.00	\$675.00
c. Hydraulic Power Valve Exerciser Handheld	1	\$8,701.25	\$8,701.25
Training			
d.			
e.			
f. Total Cost			\$17,952.35

Section 4. Equipment Use Description

Please provide a description of how the equipment planned to be purchased under the grant will be used and maintained.

The Hydraulic Power Unit and Hydraulic Power Valve Exerciser will effectively replace the current method of valve exercising which is hand turning with traditional valve keys. The City of Huron has investigated hydraulic operated valve exercisers in the past but total cost was prohibitive at the time. If successful this grant will reimburse \$10k of the roughly \$18k in expense of obtaining the necessary equipment to start this endeavor. Currently we exercise 20% of system valves per annum, and given that this exercising is currently completed by manually turning valve keys the acquisition of the Hydraulic Valve Exerciser and required Hydraulic Power Pack will alleviate the physical strain on the employees and allow the hydraulic unit to provide the torque instead. This unit will also exercise valve in a shorter duration of time than our current manual efforts thus making the department as a whole more efficient. The Hydraulic Power Pack and Hydraulic Power Valve Exerciser will be maintained by qualified city staff for routine maintenance such as oil changes and hydraulic fluid changes. Should the unit require more intricate service it would be maintained by the supplier/servicer which is Bain Enterprises. Thank you in advance for your consideration.

Bain

ENTERPRISES

4650 ALLEN RD
SUITE B
STOW, OH 44224

Quote

Date	Quote #
12/27/2022	9334

Name / Address
City of Huron 500 Cleveland Road West Huron, OH 44839

Ship To
City of Huron 500 Cleveland Road West Huron, OH 44839

		Rep	FOB	
		NT	Factory	
Item	Description	Qty	Rate	Total
HP28B02-Stan	Hydraulic Power Unit, 27 HP Briggs & Stratton, Auto Throttle w/ (2) 8 GPM Circuits, 2000 PSI, With Couplers	1	8,576.10	8,576.10
58633-Stan	1/2" x 25' Twinned Hydraulic Hose Assembly, 4500 PSI, Pre Oiled, Bonded every 42" W/ Couplers	1	425.00	425.00
11-000-09-Wachs	Wachs Hydraulic power Handheld Valve Exerciser P2 Portable Reversible Valve Operator. 0 - 24 RPM with a max torque of 500 Ft/lbs, complete with Hydraulic Drive, Gauge, LCD Revolution Counter, Torque Arm Extension, Steel Storage Case and Manual.Est.	1	8,701.25	8,701.25
Freight	Inbound Shipment	1	250.00	250.00
Quote is good for 30 Days.		Total \$17,952.35		
Phone #	Fax #	E-mail		Web Site
330-696-0918	330-673-6227	nate@bainenterprises.com		www.bainenterprises.com

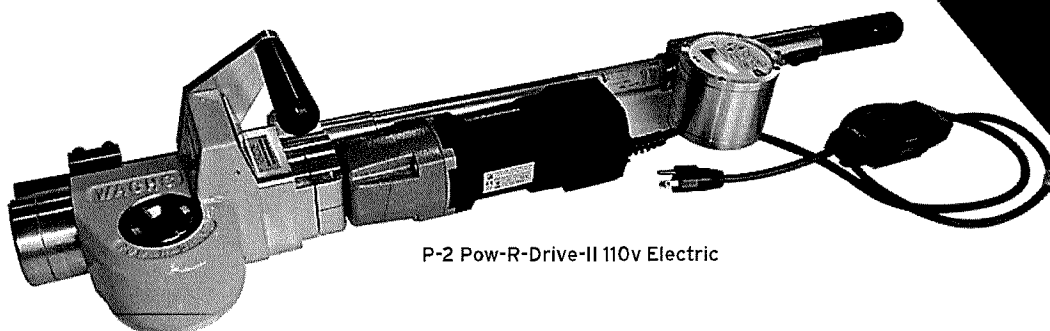


E.H. WACHS®
A Division of ITW

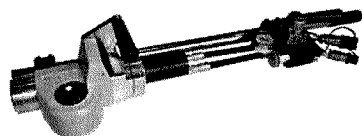
Superior Equipment. Complete Support.™

P-2

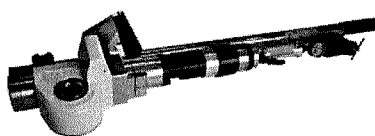
HANDHELD VALVE OPERATOR



P-2 Pow-R-Drive-II 110v Electric



P-2 Pow-R-Drive-II Hydraulic



P-2 Pow-R-Drive-II Pneumatic

The Pow-R-Drive II offers increased productivity, operator safety and valve protection. Perfect for hard to reach valves, valve exercising and fast shut downs. Delivers controlled power to operated valves from 6in to 60in. Available in High Speed—500ft/lb Torque and Low Speed—800ft/lb Torque models with optional adjustable Torque Control on VITALS models.

RUGGED CONSTRUCTION

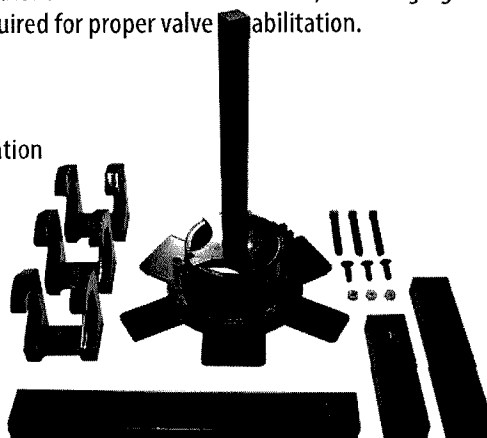
- Lightweight, yet designed for heavy day to day use.
- Maximum valve protection with adjustable VITALS Torque Control.*
- Safety features include GFI (ground fault interrupter), speed control, and automatic shut-off.*
- "Finger tip" controls provide rotating direction and automatic shut-off.
- Built in "easy view" LCD counter with automatic forward/reverse provides accurate valve rotation count.
- Easy one man setup and operation-no operating tools required.
- Ergonomic carrying and operating handles ensure operator convenience.
- Weight of the machine rests on valve key collar, not on the operator's arms.
- Greatly reduces muscle strain and fatigue.
- The Pow-R-Drive II design gives the operator a sensitive feel of the valve, encouraging the repetitive back and forth motion required for proper valve rehabilitation.

STANDARD EQUIPMENT:

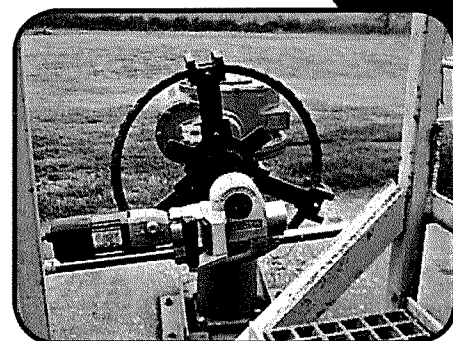
- Pow-R-Drive II
- Torque arm extension for two man operation
- Fitted Storage Case
- Operating Tools & Manuals

OPTIONAL EQUIPMENT:

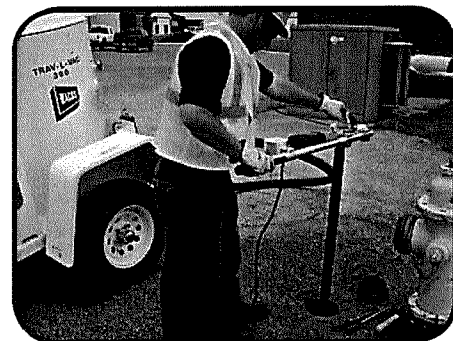
- 8ft Telescoping Valve Key (244 cm)
- 4ft Valve key (122 cm)
- 2in Square AWWA socket
- Stop Collar
- 15/16in Drive Socket
- Pow-R-Arm System



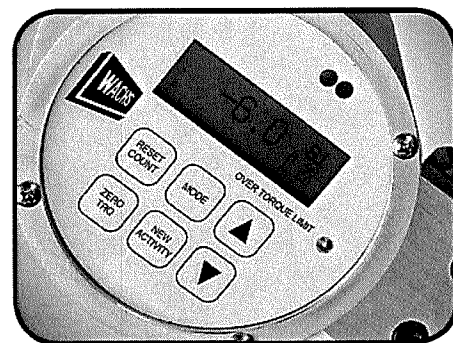
Handwheel Accessory



Pow-R-Drive II shown with handwheel adapter accessory



Highly portable handheld design allows operation of valves from 6-60in



P-2 Pow-R-Drive-II is available with optional VITALS Torque Control*

WACHS UTILITY PRODUCTS

455 Comanche Circle Harvard, Illinois 60033 +1.815.943.4785

www.turnvalves.com

*Electric models only.

HANDHELD VALVE OPERATOR

SPECIFICATIONS

Machine Capacity:

Operates all gate valves 6in to 60in (15.3 to 152.4cm) and other equipment requiring mechanized turning.

Drive:

Sealed lightweight aluminum gearbox
Two state reduction
Planetary primary
Bronze/Steel secondary (12:01 reduction)

Electric Requirements:

110 V AC/220 V AC (15 amp or 3500 W)

Hydraulic Requirements:

8 gpm @ 1800 psi

Pneumatic Requirements:

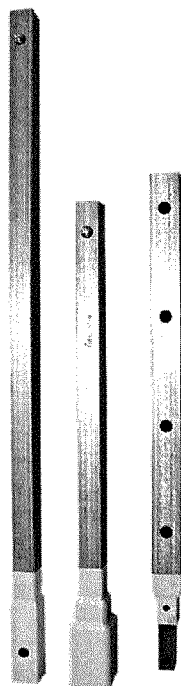
70 cfm @ psi

Peak Torque:

800 ft/lb (1084 N-m)

Finish:

Hard Chrome Plating



Telescoping Valve Key 4-9 feet

MODELS

- 11-000-07 Electric 110V
500 ft-lb 20 rpm
- 11-000-10 Electric 220V
500 ft-lb 20 rpm
- 11-000-08 Pneumatic 500 ft-lb 26 rpm
- 11-000-09 Hydraulic 500 ft-lb 24 rpm
- 11-000-17 Electric 110V 500 ft-lb
Vitals torque control
- 11-000-20 Electric 220V 500 ft-lb
Vitals torque control
- 11-000-19 Hydraulic 500 ft-lb
Vitals torque control
- 11-000-02 Electric 110V 800 ft-lb 10 rpm
- 11-000-05 Electric 220V 800 ft-lb 10 rpm
- 11-000-03 Pneumatic 800 ft-lb 13 rpm
- 11-000-04 Hydraulic 800 ft-lb 12 rpm
- 11-000-12 Electric 110V 800 ft-lb
Vitals torque control
- 11-000-15 Electric 220V 800 ft-lb
Vitals torque control
- 11-000-14 Hydraulic 800 ft-lb
Vitals torque control

ELECTRIC 110 VOLTS

TORQUE (FT/LB)	RPM (HIGH SPEED / LOW TORQUE)	AMPS	RPM (LOW SPEED / HIGH TORQUE)	AMPS
100	12.5	8.8		
175	9*	10*	5.5	8
300	4.3	15	4.7	9.5
375	4.0	20	4.2**	11**
500	2	25	3.5	13.2
600		2.5	15.5	
700		1.5	17.8	
800		.5	20	

HYDRAULIC

Based on 8 gpm @ 1800 psi

FT/LB	RPM
100	12
175	12
300	12
375	12
500	12
600	12
700	12
800	11

ELECTRIC 220 VOLTS

TORQUE (FT/LB)	RPM (HIGH SPEED / LOW TORQUE)	AMPS	RPM (LOW SPEED / HIGH TORQUE)	AMPS
100	10.2	3.1		
175	9.9*	4.4*	5.2	3.2
300	7.4	6.1	4.8	3.5
375	5	7.5	4.5**	4.5**
500	2	10	3.6	5.5
600		2.8	6.2	
700		1.5	7.5	
800		.5	10	

PNEUMATIC

Based on 90 psi @ 70 cfm

FT/LB	RPM
100	13
200	11
300	7
400	5
500	4†
600	3
700	2
800	1

CONTACT US TODAY FOR A DEMONSTRATION OR QUOTATION

E-mail: info@ehwachs.com

Telephone: +1.815.943.4785

Fax: +1.815.943.5098

Visit our website: www.turnvalves.com

*Factory rated continuous load high speed/low torque

** Factory rated continuous load low speed/high torque

† Factory rated continuous load

HP28 POWER UNIT

STANLEY®

July 2013



The New HP28 (TWIN8) twin circuit hydraulic power unit offers a revolutionary design capable of operating two tools at 8 gpm simultaneously. For the first time running two hydraulic tools at full 8 gpm capacity is a reality, increasing productivity and versatility like never before. Experience how the HP28 will change the way hydraulic tools are used and JOIN THE REVOLUTION!

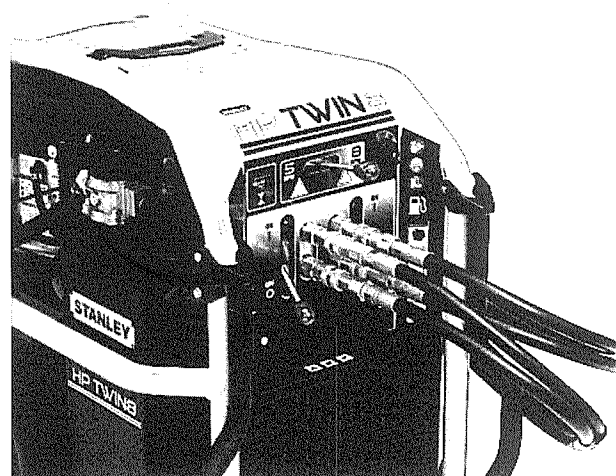
Each of the two circuits is optimized to deliver ideal flows and pressures to both Type 1 and Type 2 hydraulic tools..

Features:

- **ATM Technology**
Active Thermal Management (ATM) optimizes performance in extreme weather conditions. By managing oil temperatures, preheat time is decreased and tool runtime increases.
- **Side Handles**
New side handles improve ease of lifting the unit while adding side impact protection and with no moving parts to wear or corrode.
- **Solid Tires**
Eliminates the need to refill flat tires and decreases pull force needed for maneuvering.
- **Recessed Control Panel** Protects dashboard and couplers
- **Tough Grip Multi Position Handle** Special *Tough Grip* handle surface improves comfort and control with increased durability.
- **Lifting Hook**
Flush face design protects the lifting hook from accidental job abuse.
- **Auto Choke**
Allows for quick and easy starting of the power unit
- **12V DC Plug**
For auxiliary power to other devices

SPECIFICATIONS

Output Capacity	2 each 5 or 8 gpm / 20 or 30 lpm
Pressure	2000 psi / 140 bar
Circuit Type	Open Center
Hydraulic Reservoir Capacity	3.2 Gallons / 12.1 Liters
Couplers	HTMA Flush Face
Fuel Tank Capacity	4.7 Gallons / 17.8 Liters
Engine	Briggs & Stratton 27 hp Vanguard OHV
Weight	360 lbs / 163 kg
Length	37.5 in. / 95.25 cm
Width	25.75 in. / 65.4 cm
Height	30 in. / 76.2 cm
Heat Rejection	9 hp



STANLEY[®]

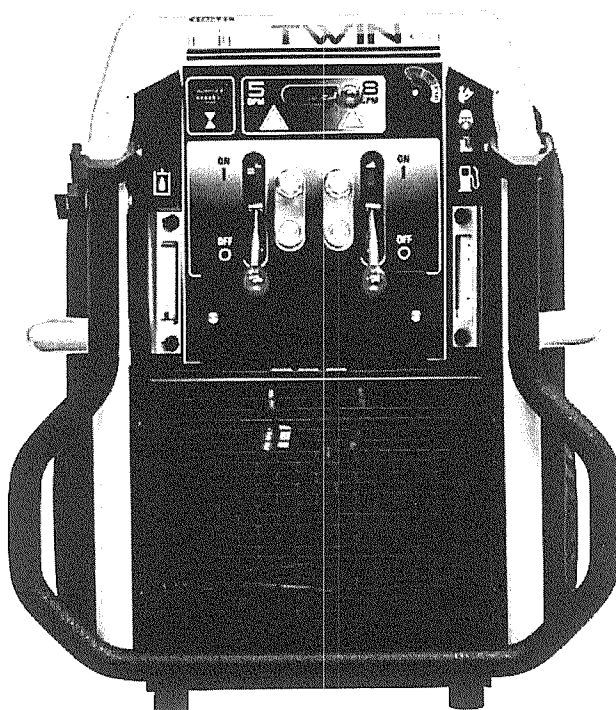
HP28 POWER UNIT

July 2013

ORDERING INFORMATION

Part No.	Description
HP28B02	5 or 8 gpm Briggs & Stratton 27 hp
HP28B13	5 or 8 gpm Briggs & Stratton 27 hp, International

Accessories	Description
31848	Dual Hose, 50 ft x 1/2 in. with Couplers
31972	Dual Hose, 25 ft x 1/2 in. with Couplers
58633	Twinned Hose, 25 ft x 1/2 in. with Couplers
58634	Twinned Hose, 50 ft x 1/2 in. with Couplers



WARRANTY

Stanley Hydraulic Tools and their associated parts are warranted against defects in materials and workmanship for a period of twelve months from the date of purchase. Stanley Hydraulic Tools reserves the right to repair or replace only those parts which prove to have been defective at the time of purchase. This warranty becomes void if maximum flow and pressure ratings are exceeded.

All Stanley Hydraulic Tools, parts, accessories and allied equipment are subject to design improvements, specifications and price changes at any time without notice and with no obligation to units already sold. Weights, dimensions and operating specifications listed herein are subject to change without notice. Where specifications are critical to your applications, please consult Stanley Hydraulic Tools.

STANLEYStanley Hydraulic Tools | 3810 SE Naef Road | Milwaukie, Oregon 97267 | +01.503.659.5660 | 800.972.2647 | www.stanleyhydraulic.com



Mike DeWine, Governor
Jon Husted, Lt. Governor
Anne M. Vogel, Director

RE: Huron City
General Correspondence
Drinking Water
Erie
OH2201011

Huron City
Attn: Jason Gibboney
417 Main Street; Huron, OH 44839

Dear Jason Gibboney:

The Division of Drinking and Ground Waters (DDAGW) is pleased to inform you that the application DEG-23-081 for Huron City has been reviewed and has been determined eligible for funding in the amount of \$10,000.00. Please find the attached grant agreement. This agreement must be signed by an authorized official and returned to Ohio EPA. Ohio EPA will then review, sign, and return the fully executed grant agreement. Once the fully executed agreement is received, eligible activities under the agreement can begin. Please return the grant agreement within 30 days from the receipt of this letter. If additional time is needed, please notify Ohio EPA at the email address below as soon as possible.

As a recipient of the distribution equipment grant, you are encouraged to register with Ohio WARN (OHWARN: The Ohio Water/Wastewater Agency Response Network) and use equipment purchased with this grant for mutual aid to other Ohio public water systems. More information on Ohio WARN can be found at:
www.ohwarn.org.

If you have any question, please contact us by phone at (614) 644-2752 or e-mail at
ddagw.grants@epa.ohio.gov.

Sincerely,

DDAGW Grants Team
Ohio Environmental Protection Agency
Engineering and Infrastructure
Division of Drinking and Ground Water

Attachments: Grant Agreement
Exhibit 1 – Approved Grant Application

RESOLUTION NO. 47-2023

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE FUNDING AWARD AND ENTER INTO AN AGREEMENT WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR AN H2OHIO GRANT FOR THE PURCHASE OF HYDRAULIC VALVE EXERCISING EQUIPMENT AND/OR LEAK CORRELATION EQUIPMENT IN AN AMOUNT NOT TO EXCEED TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00)

WHEREAS, the Huron City Council previously authorized an application to the Ohio Environmental Protection Agency for an H2Ohio Grant for the purchase of hydraulic valve exercising equipment and/or leak correlation by Resolution No. 2-2023 adopted on January 10, 2023; and

WHEREAS, the City has received notification that it has been awarded funds in the amount of Ten Thousand Dollars (\$10,000.00).

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 to accept the funding award and enter into a Grant Agreement with the Ohio Environmental Protection Agency H2Ohio Grant Program in an amount not to exceed Ten Thousand and xx/100 Dollars (\$10,000.00), which agreement is attached hereto as Exhibit "A" and included 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:

H2Ohio Direct Assistance PWS Standard Grant Agreement

This Agreement is made and entered into as of the “Effective Date” by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Ohio EPA**, and the Huron City (PWS), its contractors, agents, and successors, hereinafter referred to as the **Grantee**, for the **Drinking Water Distribution Equipment Grant**.

WITNESSETH THAT:

WHEREAS Ohio Revised Code Section 126.60 established the H2Ohio Fund and authorizes the Director of the Environmental Protection Agency to distribute money appropriated to the H2Ohio Fund by awarding or allocating grants or money for the development and implementation of projects and programs that are designed to address water quality priorities, support watershed planning, scientific research and data collection; and which may be used by Ohio EPA to fund waterway improvement and protection of all waterways in support of water quality priorities and management in accordance with section 126.60 of the Revised Code.

WHEREAS Obligations of the State of Ohio are subject to the provisions of ORC Section 126.60. WHEREAS ORC section 126.60 identifies the following purposes as eligible for the H2Ohio Fund:

- (1) Agriculture water projects;
- (2) Community water projects;
- (3) Nature water projects;
- (4) Awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities;
- (5) Funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities;
- (6) Encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts;
- (7) Other purposes, policies, programs, and priorities identified by the Ohio Lake Erie commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy.

WHEREAS the Director of Ohio EPA has determined that **Grantee’s Distribution Management Equipment Grant Application** conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria of the H2Ohio Fund as specified in ORC Section 126.60.

WHEREAS, for purposes of this H2Ohio Grant Award, “Eligible Project/Program Costs” may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed **\$10,000.00** are also depicted in Exhibit 1, which shall be fully incorporated by reference into this H2Ohio Grant Agreement as **Exhibit 1**.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

Ohio Environmental Protection Agency

- I. **Grant Award.** The **Director** hereby awards to the **Grantee** a Grant not to exceed **\$10,000.00** from the money appropriated to the H2Ohio Fund for the purpose of implementing the project/program detailed in "**Exhibit 1**" for the **Work Activities** for eligible expenditures for the project/ program activities related to the purchase of equipment the Director has determined meets the eligibility criteria for use of H2Ohio Funds as specified in ORC section 126.60.

Costs or expenditures incurred by the **Grantee** or **Grantee's** Contractors, Employees, or Agents for items or services that are not part of the approved budget as depicted in Exhibit 1 or that exceed the amount of this Grant Award may not be paid out or reimbursed from the Grant. Any grant-related expenditures made or paid prior to the effective date of the grant agreement will not be reimbursed pursuant to this agreement.

- A. **(Grantor)** On behalf of the Director of Ohio EPA, the Division of Drinking and Ground Waters "DDAGW" shall be responsible for evaluation of the Grantee's adherence to this agreement, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA DDAGW Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
- B. **(Grantee's Project Director)** The Grantee's Project Director shall, in accordance with the proposed budget, coordinate 1) the work activities, and requirements set forth in the body of this Agreement in order to procure the supplies, training and equipment described in the approved application and 2) the work, activities and requirements set forth in the Grant Application. The Grantee's Project Director shall coordinate all work through the DDAGW Chief, or his/her designee.
- C. **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; and 2) the work, activities, and requirements set forth in the Grant Application, attached hereto as "**Exhibit 1**" and fully incorporated herein.
- D. **(Adherence to Budget)** The Grantee has submitted to the Grantor, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "**Exhibit 1**" (attached hereto and incorporated herein) in accordance with the proposed Budget (Section 3 of Exhibit 1).
- E. **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, to a date within twelve (12) months from said date when reimbursement is requested by the grantee. The Project Period may be extended if a written request submitted by the Grantee to the Grantor is approved in writing by the Grantor.

- II. **Grant Method of Disbursement and Release of Fund.** The **Grantee** agrees that all payments made under this Grant Award represent reimbursements based on actual costs and are made based upon **Grantee's** satisfactory performance of **Grantee's** obligations under this Grant Agreement.

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Grantee shall request disbursements, and Grantor may make disbursements, which at all times shall be at Grantor's discretion, in accordance with the following schedule and requirements:

- A. Grantee must submit payment requests for costs incurred for eligible expenditures on a form prescribed by Grantor, with copies of supporting documents including invoices. The amount of payment request(s) shall not exceed the costs incurred, or the total amount of the Grant Award. Reimbursement requests may be submitted within twelve (12) months of the grant award date unless a written time extension has been approved in writing by Grantor. Grantee may not seek reimbursement for any costs incurred prior to the effective date of this Grant Agreement.
- B. All payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
- C. The documentation for the release of Grant Funds shall be in a form and substance as required by Grantor, from time to time.
- D. The release of Grant Funds shall be in accordance with the schedule set forth in this section II, unless Ohio EPA approves in writing a request for a change to the schedule, but any such change shall not change the total Grant Award in an amount not to exceed **\$10,000.00**.
- E. At all relevant times, the adequacy of Grantee's request for the release of Grant Funds shall be at the sole discretion of Grantor.

III. Changes to Project or Method of Disbursement. Any change or changes that substantially modify the Method of Disbursement, will be submitted to Ohio EPA for prior written approval, and will be at Ohio EPA's discretion. The **Grantee** shall not submit payment requests for costs associated with the change orders until Ohio EPA approval has been obtained. Any changes or modifications made in accordance with this section shall be contingent upon Ohio EPA written approval, shall be consistent with the requirements of ORC section 126.60, and comply with Federal and State law, including the requirements of ORC Chapters 6109 and 6111. Any changes or modifications made in accordance with this section to this agreement or to the exhibits attached to this agreement shall be incorporated fully herein, and subject to the terms and conditions of this Grant Agreement.

IV. Grantee's Representations. **Grantee** agrees to proceed expeditiously with, and complete, the Projects/Programs in accordance with the specific terms and conditions of each of the following: this Grant Agreement and any exhibits or agreements with the State incorporated herein or related to the Project, permit and plan approvals, and the approved project detailed plans and specifications. **Grantee** also agrees to proceed under this agreement in a manner which conforms with the eligibility requirements of the H2Ohio Fund as specified in ORC Section 126.60. **Grantee** accepts such performance as an essential element of this Agreement.

V. Nondiscrimination. The **Grantee** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The **Grantee** shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color,

Ohio Environmental Protection Agency

religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The **Grantee** shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The **Grantee** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the **Grantee** agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

- VI. **State Financial Commitment.** Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations by the General Assembly of the State of Ohio. The State of Ohio's financial commitment to the **Project/Program** shall not exceed the Ohio EPA's grant to **Grantee** described in Paragraph I.
- VII. **Drug-Free:** The **Grantee** agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- VIII. The **Grantee** shall, in all solicitations or advertisements for employees placed by or on behalf of the **Grantee**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- IX. The **Grantee** shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the **Grantee** shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- X. Upon the **Grantee's** noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the **Grantee** may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- XI. This Agreement may be canceled, terminated, or suspended in whole or in part upon a determination by the Ohio EPA that the **Grantee** is in Breach of this Agreement due to any violation of the terms or conditions of this Agreement, including **Grantee's** representations under this Agreement and the requirement that the **Grantee's** project/program meets the eligibility criteria of the H2Ohio Fund as specified in ORC section 126.60. Such a determination may render **Grantee** ineligible for reimbursement under this Grant Agreement or further state contracts.
- XII. It is fully understood and agreed that neither **Grantee** nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The **Grantee** certifies that neither the **Grantee** nor its

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employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.

- XIII. Compliance Assurance:** The **Grantee** shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances, and the terms of this Agreement. Nothing in this agreement is intended to constitute approval from the Ohio EPA for activities associated with the construction and operation of the project. **Grantee** is responsible for applying for and receiving all applicable permits and approvals for the project in accordance with applicable federal, state, and local requirements.
- XIV. Grantor Access:** The designated representatives of Ohio EPA shall have access to inspect the work described in the project, and retain all other lawful access pursuant to statute, regulation, or other agreements.
- XV. Project Phase and Fiscal Reports.**

Project Phase Metrics Reports and Fiscal Reports for the Projects/Program subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, in accordance with the project phases in the application. Each report shall include a narrative describing the activities that were undertaken with respect to the Grant Agreement, together with detailed information on the project/program, including any relevant metrics demonstrating the future use of the equipment.

Fiscal Reports shall be included with the Project Phase Reports for the H2Ohio funded portion of the projects/program or Close-Out of the Grant. The Fiscal Reports shall include a financial report signed by an authorized official of Grantee, which demonstrates to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible program expenditures.

Notwithstanding that Project Phase and fiscal reports shall also be due in accordance with the timelines for phases set forth in the application, project phase reports shall be submitted no later than 12 months from the effective date of this Grant Agreement, unless a change is approved by Ohio EPA in writing.

XVI. Final Reports.

Final Project Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program** Grantee shall prepare and submit to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice* a Final Report of the project activities that were undertaken with respect to the H2Ohio Grant, including any relevant metrics on the use of the equipment purchased.

Final Fiscal Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program**, **Grantee** shall: (i) complete a full, final written accounting of the expenditure of the H2Ohio Grant funds utilized under this agreement; and (ii) submit a copy of such accounting to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, for review and approval. The Final Fiscal Report shall include a summary of the fiscal reports, reflecting that all amounts disbursed were utilized for eligible expenditures, and reflect any remaining expenditures to demonstrate to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible expenditures up to the amount of the total **grant award**. The final fiscal report shall be signed by the project manager and **Grantee's**

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fiscal agent. If the final fiscal report documents that not all funds were disbursed and the project is complete, all unused funds shall be returned to Grantor within 30 days.

- XVII. Grantor Right to Audit.** Grantor shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The **Grantee** shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the **Grantee** will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.
- XVIII. Records.** **Grantee** shall preserve all account statements, documents and other records associated with this Agreement and the **Project/Program** Account for a minimum of five (5) years after termination of this Agreement.
- XIX.** The **Grantee** shall keep and make available to the Ohio Auditor of State all books and records, financial or otherwise, pertinent to the administration and operation of this project. **Grantee** shall keep such books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits by the Ohio Auditor of State. The **Grantee** will be responsible for the actual cost of all audits. Said costs shall be determined by the State of Ohio. The **Ohio EPA** shall at any reasonable time have the right of access to and the right to review all books and records, financial or otherwise, pertinent to the administration and operation of this project.
- XX.** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the **Grantee** without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- XXI.** The **Grantee** by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) **Grantee** is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The **Grantee** understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
- XXII.** The **Grantee** affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.

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- XXIII.** The **Grantee** affirmatively represents and warrants to **Ohio EPA** that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The **Grantee** agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Ohio EPA hereunder immediately shall be repaid to Ohio EPA, or an action for recovery immediately may be commenced by Ohio EPA for recovery of said funds. The **Grantee** affirmatively represents and warrants to Ohio EPA that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and **Grantee** shall immediately repay to the State any funds paid under this Agreement.
- XXIV.** The **Ohio EPA** shall not be responsible for any costs incurred by the **Grantee** prior to the effective date of this Agreement and any grant-related expenditures made prior to the effective date of the Grant Agreement will not be reimbursed.
- XXV.** **Grantee** shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to **Grantee's** own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the **Grantee's** respective agents, officers, or employees.
- XXVI.** **Indemnity.** **Grantee** agrees to indemnify, save, and hold harmless Ohio EPA from any claims or causes of action arising from, or related to, implementing the **Project/Program**, including any acts or omissions of **Grantee**. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered into by **Grantee** in carrying out the activities pursuant to this Agreement.
- XXVII.** **Severability.** A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
- XXVIII.** This Agreement shall remain in effect until the entire **project/program** is completed and the Auditor of State has completed the local government audits for the last year in which grant funds were disbursed. If the Ohio Auditor of State issues a finding for recovery to the Grantee, the **Ohio EPA** reserves the right, at any time after execution of this Agreement to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by the **Ohio EPA**, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the **Ohio EPA** by reason of such termination.
- XXIX.** **Provision of Services to be within the United States and Prohibition on the Purchases of Services from or Investments in Russian Institutions and Companies.** Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for

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services the Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.

XXX. The State, in its sole discretion, may provide written notice to **Grantee** of a breach and permit the **Grantee** to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the State permitting a period of time to cure the breach or the **Grantee's** cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement.

XXXI. Termination. Ohio EPA reserves the right, at any time after the Effective Date, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible.

If requested by the Ohio EPA, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the Ohio EPA by reason of such termination.

Upon termination of this Agreement, all unspent funds and funds subject to a finding for recovery by the Ohio Auditor of State, if any, shall be returned to the **Ohio EPA** in accordance with the terms and conditions in this Grant Agreement, but no later than within forty-five (45) days of **project/program** completion or receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the **Grantee** agrees to pay the **Ohio EPA** all costs the **Ohio EPA** incurs for delinquent collections by the Attorney General's office.

XXXII. Notices. All communications shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

Ohio Environmental Protection Agency
Attn: Sean Stephenson, Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Email: DDAGW.Grants@epa.ohio.gov

XXXIII. Grant Funds Not Expended: If Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to release the Grant Funds. Grantor shall also have no obligation to release any amount of Grant Funds that exceeds the eligible costs of the project actually incurred by Grantee. If Grant Funds have been released to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within Forty-Five (45) Days of demand by Grantor. In the event that the project is affirmatively abandoned by Grantee, all Grant Funds

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released by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within Forty-Five (45) days after abandonment has occurred.

Effective Date. This Agreement shall be effective upon execution of this Agreement by all Parties, the "Effective Date," and shall continue in full force and effect until completion of the entire **project/program**, or until all obligations of the **Grantee** under this Agreement have been fully satisfied, whichever is later.

The remainder of this page was left intentionally blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: Huron City

Award: \$10,000.00

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Signature of Grantee's Authorizing Agent

Date

Name and Title of Authorizing Agent
(Please type or print)

Ohio Environmental Protection Agency

Anne M. Vogel, Director, or Authorized Agent
Ohio Environmental Protection Agency

Date