

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

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, December 10, 2024 @ 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. Call To Order Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council
- III. Approval of Minutes
- **IV.** Audience Comments Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)

V. Old Business

- V.a Ordinance No. 2024-45 (third and final reading) (submitted by Chief Graham)
 An ordinance amending the Traffic Control Map and Traffic Control File to establish a No Right Turn from Lake Erie Parkway onto Maple Ave from 7AM 8AM and 2PM 4PM; and No Parking, Standing, or Stopping on Maple Ave between Buckeye and Deerwood on both sides of the street, on the west side of Ohio Street between McCormick and Cleveland Road, West, and on Jim Campbell Blvd., from the Gym Access Road to the handicapped parking lot.
- V.b Ordinance No. 2024-47 (third and final reading) (submitted by Matt Lasko)
 An ordinance amending and replacing Section 1137.03 (Yard Modifications) of the Huron Codified Ordinances and amending and restating Chapter 1123 (Residence Districts) to add related cross references.

VI. New Business

- VI.a Resolution No. 92-2024 (submitted by Matt Lasko)
 - A resolution ratifying the City Manager's acceptance of the proposal and execution of an agreement with Medical Mutual for the provision of health insurance coverage for 2025.
- VI.b Resolution No. 93-2024 (submitted by Chief Terry Graham)

 A resolution authorizing application for a Marine Patrol Grant from the Ohio Department of Natural Resources, Division of Watercraft in the amount of \$34,902.73, and if awarded, further authorizing an agreement accepting the grant award.

VI.c Resolution No. 94-2024 (submitted by Captain Nash)

A resolution authorizing a grant application submission by the Huron Fire Department to the Assistance to Firefighter Grant Program in the amount of \$86,062.

VI.d Resolution No. 95-2024 (*submitted by Stuart Hamilton*)

A resolution authorizing a Professional AEP Service Contract with OHM Advisors for the provisions of professional engineering services to the City of Huron for the 2025 calendar year in an amount not to exceed \$85,000.

VI.e Resolution No. 96-2024 (*submitted by Ed Widman*)

A resolution authorizing the annual premium payment to the Bureau of Workers Compensation for the policy period of January 1, 2025 through January 1, 2026 in the amount of \$61,080.00.

VI.f Resolution No. 97-2024 (presented by Ed Widman)

A resolution authorizing an agreement with TruAssure Insurance Company for provision of dental insurance coverage for City full-time employees for 2025.

VI.g Resolution No. 98-2024 (presented by Ed Widman)

A resolution authorizing a 2-year agreement with VSP Vision Care for the provision of 2025/2026 vision insurance coverage.

VI.h Ordinance No. 2024-53 (submitted by Ed Widman)

A supplemental appropriations ordinance.

VI.i Resolution No. 101-2024 (*submitted by Chief Terry Graham*)

A resolution authorizing the two-year renewal of the City's dispatch agreement with the Erie County Sheriff's Office for the provision of emergency dispatch services for calendar years 2025 and 2026 at a cost not to exceed \$189,642.90.

- VII. City Manager's Discussion
- VIII. Mayor's Discussion
- IX. For the Good of the Order
- X. Executive Session(s)
- XI. Adjournment



TO: Mayor Tapp and City Council FROM: Terri Welkener, Clerk of Council

RE: Ordinance No. 2024-45 (third and final reading) (submitted by Chief Graham)

DATE: December 10, 2024

Subject Matter/Background

The Safety Committee was requested to look at a traffic flow pattern around the schools to try to assist in minimizing bottle necks during peak traffic flows. It was requested to make a No Right Turn onto Maple Ave from Lake Erie Parkway during the hours of 7AM-8AM and 2PM-4PM; and a No Parking, Stopping, or Standing on Maple Ave. between Buckeye and Deerwood both sides of the roads, and on the west side of Ohio Street between McCormick and Cleveland Road, West, and on Jim Campbell Blvd., and from the Gym Access Road to the handicapped parking area.

Safety Committee discussed adding the following yellow advisory signs at Woodlands 1. School Traffic Exit Left (1 sign on the east corner of Deerwood and Maple Ave) and 2. Do Not Enter (2 signs at the south end of Buckeye and Maple Ave.). These yellow signs do not need legislation as they are advisory signs only.

There have been no changes made to this legislation since its first reading on November 12, 2024.

Financial Review

There is no financial impact relating to this resolution, other than the purchase of signs, which are included in the Streets Department's 2024 budget.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2024-45 is in order.

Ordinance No. 2024-45 Traffic Control Map No Parking Standing Stopping Woodlands McCormick Huron High School (2).docx

ORDINANCE NO. 2024-45 Introduced by William Biddlecombe

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 305.01, TRAFFIC CONTROL MAP, AND CODIFIED ORDINANCE SECTION 305.02, TRAFFIC CONTROL FILE, REGARDING NO RIGHT TURN 7AM – 8AM AND 2PM – 4PM ON MAPLE AVE FROM LAKE ERIE PARKWAY; AND NO PARKING, STOPPING OR STANDING ON BOTH SIDES OF MAPLE AVE ANYTIME BETWEEN BUCKEYE ROAD AND DEERWOOD ROAD, AND ON THE WEST SIDE OF OHIO STREET BETWEEN MCCORMICK TO CLEVELAND ROAD WEST, AND ON JIM CAMPBELL BLVD., FROM THE GYM ACCESS ROAD TO THE HANDICAPPED PARKING AREA WITHIN THE CITY OF HURON, OHIO.

WHEREAS, on October 23, 2024, the Safety Committee made a recommendation to Council to add a No Right Turn 7AM-8AM and 2PM-4PM on Maple Ave. from Lake Erie Parkway and to add No Parking, Stopping or Standing anytime signs in designated areas around Woodlands, McCormick Junior High and Huron High School.

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

<u>SECTION 1</u>. That pursuant to Codified Ordinance Section 305.03(b), Amendments, amendments are hereby made to Codified Ordinance 305.01, Traffic Control Map, and Codified Ordinance Section 305.02, as follows:

No Right Turn on Maple Ave. from Lake Erie Parkway between 7AM – 8AM and 2PM – 4PM; No Parking, Stopping, or Standing anytime on Maple Ave between Buckeye Road and Deerwood Road on both sides of the road, and the west side of Ohio Street between McCormick School and Cleveland Road, West, and on Jim Campbell Blvd., and from the Gym Access Road to the Handicapped Parking Area.

<u>SECTION 4</u>. That the Service Director shall oversee the erection, removal and maintenance of only those authorized traffic control signals and devices as are necessary to regulate, warn or guide traffic in accordance with the provisions of this Ordinance.

<u>SECTION 5</u>. That the Division of Police shall amend the Traffic Control Map and Traffic Control File in accordance with the provisions of this Ordinance.

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

<u>SECTION 4</u>. That this Ordinance shall take effect and be in full force from and after the time period contained in Section 3.06 of the Charter of the City of Huron.

	Monty Tapp, Mayor
ATTEST:	3 11 3
Clerk of Council	
ADOPTED:	



TO: Mayor Tapp and City Council FROM: Terri Welkener, Clerk of Council

RE: Ordinance No. 2024-47 (third and final reading) (submitted by Matt Lasko)

DATE: December 10, 2024

Subject Matter/Background

Code Amendments- Section 1137.03 Yard Modifications, and Sections 1123.01-1123.04-Residential Codes -

Staff reached out to Legal regarding the current code language in Section 1137.03(a) Average Depth of Front Yards. This section is applied to determine the front yard setback (home including porches to the front property line) The most common applications that this would affect would be a front yard addition, addition of a porch, demo/rebuild, new home in existing neighborhood. While required to be applied, there is no reference to Section 1137.03(a), in the Residential code Sections 1123.01 thru 1123.04- in fact, there is conflicting language as these sections each specify their own Front Yard Setback distances.

With the assistance of Legal, the draft amendments now provide both Staff and the public clear language regarding the averaging and references to this section in each of the respective Residential Code Sections.

There have been no changes to this legislation since its first reading on November 12, 2024.

Financial Review

No financial impact.

Legal Review

The matter has been reviewed, follows normal administrative procedure

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2024-47 is in order.

Ordinance No. 2024-47 Amending and Replacing Section 1137.03 (Yard Modifications).docx

Ordinance No. 2024-47 EXHIBITS A & B - 1137 (redline).pdf

Ordinance No. 2024-47 EXHIBITS A & B - 1137.03.pdf

Ordinance No. 2024-47 EXHIBIT C - 1123 Residence Districts.pdf

Ordinance No. 2024-47 EXHIBIT D - 1123 Residence Districts (redline).pdf

Ordinance No. 2024-47 EXHIBIT D - 1123 Residence Districts.pdf

ORDINANCE NO. 2024-47 Introduced by: Sam Artino

AN ORDINANCE AMENDING AND REPLACING SECTION 1137.03 (YARD MODIFICATIONS) OF THE HURON CODIFIED ORDINANCES AND AMENDING AND RESTATING CHAPTER 1123 (RESIDENCE DISTRICTS) TO ADD RELATED CROSS REFERENCES.

WHEREAS, the City of Huron has adopted a comprehensive Zoning Code to promote and protect the public health, safety, convenience, comfort, prosperity, and general welfare of the City and to allow for the orderly growth and development of the land within the corporate limits of the City.

WHEREAS, the current code language in Section 1137.03(a) Average Depth of Front Yards conflicts with Sections 1123.01 through 1123.04 of Chapter 1123 Residence Districts and leads to difficulty in interpretation and implementation of the code to achieve the purpose of the Zoning Code; and

WHEREAS, the City Staff requested that amendments be made to Section 1137.03 to eliminate confusion and allow for more consistent placement of homes for uniformity and promotion of the purposes of the City's Zoning Code; and

WHEREAS, the existing Sections 1123.01 through 1123.04 of Chapter 1123 Residence Districts lack cross reference to Section 1137.03(a), leading to confusion as to the applicability and interpretation of the Zoning Code; and

WHEREAS, the Council believes it is in the best interests of the City to amend and replace Section 1137.03 Yard Modifications of the Huron Codified Ordinances and to amend and restate Chapter 1123 Residence Districts to add necessary and related cross references to assure a more consistent, uniform, and clear interpretation and implementation of the Zoning Code.

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

<u>Section 1</u>. That Section 1137.03(a) Average Depth of Front Yards of Chapter 1137 (Exceptions and Modifications) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows (see Exhibit A attached hereto and incorporated herein by reference), shall be and is hereby amended to read as follows (see Exhibit B attached hereto and incorporated herein by reference).

<u>Section 2</u>. That Chapter 1123 (Residence Districts) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows (see Exhibit C attached hereto and incorporated herein by reference), shall be and is hereby amended and restated to read as follows (see Exhibit D attached hereto and incorporated herein by reference).

<u>Section 3</u>. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

emergency being the r to protect the public as for the public health,	necessity to authorize the nd the City's employees f	e Mayor and/or Council from contracting and/or efore, this Ordinance sh	an emergency measure, the to take any and all measures spreading the COVID-19, thus hall be in full force and effect
		Monty Tapp, Mayor	
ATTEST:	Clerk of Council		
ADOPTED:			

EXHIBIT A

1137.03 YARD MODIFICATIONS.

(a) Average Depth of Front Yards. In any R District, where the average depth of at least two existing front yards on lots within 100 feet of the lot in question and within the same block front is less or greater than the least front yard depth prescribed elsewhere in this chapter, the required depth of the front yard on such lot shall be modified. In such case, this shall not be less than the average depth of the existing front yards on the two lots immediately adjoining, provided however, that the depth of a front yard on any lot shall be at least ten feet and need not exceed fifty feet.

In any R District where the natural grade of a lot within the required front yard has an average slope, normal to the front lot line at every point along such line, of such a degree or percent of slope that it is not practicable to provide a driveway with a grade of twelve percent (12%) or less to a private garage conforming to the requirements of this chapter, such garage may be located within such front yard, but not in any case closer than six feet to the street line.

Buildings on lots having frontage on two nonintersecting streets need not have a rear yard if an equivalent open space is provided however on both streets.

- (b) <u>Computing Rear and Side Yards.</u> In computing the depth of a rear yard or the width of a side yard, where the rear or side yard abuts an alley, one-half of the width of the alley may be included as a portion of the required rear or side yard, as the case may be, provided however, that no side yard shall be less at any point than three feet and no rear yard less than ten feet.
- (c) <u>Side Yard Modifications.</u> Each side yard, where required, shall be increased in width by two inches for each foot by which the length of the side wall of the building adjacent to the side yard exceeds forty feet.

Side yard width may be varied where the side wall of a building is not parallel with the side lot line or is broken or otherwise irregular. In such case, the average width of the side yard shall not be less than the otherwise required least width, provided however, that such side yard is not narrower at any point than one-half the otherwise required least width, or narrower than three feet in any case.

EXHIBIT B

1137.03 YARD MODIFICATIONS.

(a) Average Depth of Front Yards. In any R District, where the average depth of at least two existing front yards on lots within 100 feet of the lot in question and within the same block front is less or greater than the least front yard depth prescribed elsewhere in this chapter, the required depth of the front yard on such lot shall be modified. In such case, this shall not be less than the average depth of the existing front yards on the two lots immediately adjoining, provided however, that the depth of a front yard on any lot shall be at least ten feet and need not exceed fifty feet. The required minimum front yard depth of lots immediately adjoining it and within the same block front. Such modification will be made only if such average front yard depth is not equal to the required minimum front yard depth. The modified required minimum front yard depth of such lot shall be at least ten feet and not exceed fifty feet. If any immediately adjoining lot is vacant, then the front yard depth of such immediately adjoining lot will be presumed to be the required minimum front yard depth.

In any R District where the natural grade of a lot within the required front yard has an average slope, normal to the front lot line at every point along such line, of such a degree or percent of slope that it is not practicable to provide a driveway with a grade of twelve percent (12%) or less to a private garage conforming to the requirements of this chapter, such garage may be located within such front yard, but not in any case closer than six feet to the street line.

Buildings on lots having frontage on two nonintersecting streets need not have a rear yard if an equivalent open space is provided however on both streets.

- (b) <u>Computing Rear and Side Yards.</u> In computing the depth of a rear yard or the width of a side yard, where the rear or side yard abuts an alley, one-half of the width of the alley may be included as a portion of the required rear or side yard, as the case may be, provided however, that no side yard shall be less at any point than three feet and no rear yard less than ten feet.
- (c) <u>Side Yard Modifications.</u> Each side yard, where required, shall be increased in width by two inches for each foot by which the length of the side wall of the building adjacent to the side yard exceeds forty feet.

Side yard width may be varied where the side wall of a building is not parallel with the side lot line or is broken or otherwise irregular. In such case, the average width of the side yard shall not be less than the otherwise required least width, provided however, that such side yard is not narrower at any point than one-half the otherwise required least width, or narrower than three feet in any case.

EXHIBIT A

1137.03 YARD MODIFICATIONS.

(a) Average Depth of Front Yards. In any R District, where the average depth of at least two existing front yards on lots within 100 feet of the lot in question and within the same block front is less or greater than the least front yard depth prescribed elsewhere in this chapter, the required depth of the front yard on such lot shall be modified. In such case, this shall not be less than the average depth of the existing front yards on the two lots immediately adjoining, provided however, that the depth of a front yard on any lot shall be at least ten feet and need not exceed fifty feet.

In any R District where the natural grade of a lot within the required front yard has an average slope, normal to the front lot line at every point along such line, of such a degree or percent of slope that it is not practicable to provide a driveway with a grade of twelve percent (12%) or less to a private garage conforming to the requirements of this chapter, such garage may be located within such front yard, but not in any case closer than six feet to the street line.

Buildings on lots having frontage on two nonintersecting streets need not have a rear yard if an equivalent open space is provided however on both streets.

- (b) <u>Computing Rear and Side Yards.</u> In computing the depth of a rear yard or the width of a side yard, where the rear or side yard abuts an alley, one-half of the width of the alley may be included as a portion of the required rear or side yard, as the case may be, provided however, that no side yard shall be less at any point than three feet and no rear yard less than ten feet.
- (c) <u>Side Yard Modifications.</u> Each side yard, where required, shall be increased in width by two inches for each foot by which the length of the side wall of the building adjacent to the side yard exceeds forty feet.

Side yard width may be varied where the side wall of a building is not parallel with the side lot line or is broken or otherwise irregular. In such case, the average width of the side yard shall not be less than the otherwise required least width, provided however, that such side yard is not narrower at any point than one-half the otherwise required least width, or narrower than three feet in any case.

EXHIBIT B

1137.03 YARD MODIFICATIONS.

(a) Average Depth of Front Yards. The required minimum front yard depth of any lot in any R District shall be modified to be at least equal to the average front yard depth of lots immediately adjoining it and within the same block front. Such modification will be made only if such average front yard depth is not equal to the required minimum front yard depth. The modified required minimum front yard depth of such lot shall be at least ten feet and not exceed fifty feet. If any immediately adjoining lot is vacant, then the front yard depth of such immediately adjoining lot will be presumed to be the required minimum front yard depth.

In any R District where the natural grade of a lot within the required front yard has an average slope, normal to the front lot line at every point along such line, of such a degree or percent of slope that it is not practicable to provide a driveway with a grade of twelve percent (12%) or less to a private garage conforming to the requirements of this chapter, such garage may be located within such front yard, but not in any case closer than six feet to the street line.

Buildings on lots having frontage on two nonintersecting streets need not have a rear yard if an equivalent open space is provided however on both streets.

- (b) <u>Computing Rear and Side Yards.</u> In computing the depth of a rear yard or the width of a side yard, where the rear or side yard abuts an alley, one-half of the width of the alley may be included as a portion of the required rear or side yard, as the case may be, provided however, that no side yard shall be less at any point than three feet and no rear yard less than ten feet.
- (c) <u>Side Yard Modifications.</u> Each side yard, where required, shall be increased in width by two inches for each foot by which the length of the side wall of the building adjacent to the side yard exceeds forty feet.

Side yard width may be varied where the side wall of a building is not parallel with the side lot line or is broken or otherwise irregular. In such case, the average width of the side yard shall not be less than the otherwise required least width, provided however, that such side yard is not narrower at any point than one-half the otherwise required least width, or narrower than three feet in any case.

CHAPTER 1123 Residence Districts

1123.01 R-1 One-Family Residence District.

1123.02 R-1-A One-Family Residence District.

1123.04 R-3 Multi-Family Residence District.

CROSS REFERENCES

Animal and fowl - see GEN. OFF. Ch. 505

Home sales in residential districts - see BUS. REG. Ch. 741

Districts established; boundaries; general regulations - see

P. & Z. Ch. 1121

Special provisions - see P. & Z. Ch. 1126

Special provisions - see P. & Z. Ch. 1126 Exceptions and modifications - see P. & Z. Ch. 1137

1123.01 R-1 ONE-FAMILY RESIDENCE DISTRICT.

- (a) <u>Principal Permitted Uses.</u> No building, structure or land shall be used and no building or structure shall be erected, altered or enlarged which is arranged, intended or designed for other than one of the following uses except as provided in Section 1121.07:
 - (1) One-family detached dwellings.
 - (2) Churches and other places of worship and Sunday school buildings located not less than twenty feet from any other lot in and R-District; schools and colleges for academic instruction, located not less than forty feet, and public libraries, public museums, public art galleries and similar public cultural uses, located not less than twenty feet from any other lot in any R-District; cemeteries.
 - (3) Public parks, playgrounds, golf courses or country clubs, provided that any principal building used therefore shall be located not less than forty feet from any other lot in any R-District.
 - (4) Nurseries, greenhouses, and general farming, not including commercial animal farms or kennels, provided any lot or tract in such use shall be not less than five acres in area and provide that any greenhouse heating plant or any building in which farm animals are kept shall be distant not less than 200 feet from every lot line.
 - (5) Essential services as defined in Section 1121.04.
 - (6) Licensed adult family homes as defined in Ohio R.C. 3722.01.
 - Transient Rental of any Dwelling Unit, Residential Premises, or any other residential property being utilized or otherwise made available for rent to Transient Guests. (Ord. 1990-20. Passed 11-26-90.)

- A. "Residential Premises" shall have the same meaning as ascribed in Section 1369.98 of the Codified Ordinances.
- B. Transient Guests" shall have the same meaning as ascribed in Section 1369.98 of the Codified Ordinances. (Ord. 2021-8. Passed 3-23-21.)
- (b) <u>Conditionally Permitted Uses.</u> The following uses shall be permitted only if expressly authorized by the Board in accordance with provisions of Section 1139.02:
 - (1) Private noncommercial recreation areas and facilities not listed above including tennis courts and club swimming pools, provided that no such swimming pool is located nearer than 100 feet from any other lot in any R-District.
 - (2) Static transformer stations, booster stations and other utility stations when operating requirements necessitate locating in an R-1 District in order to serve the neighborhood; provided there is no yard or garage for service or storage and provided further, that the premises upon which such utility station is erected and maintained is appropriately landscaped and screened so as to be in harmony with the general appearance of the neighborhood.
 - (3) Any general hospital for human care, religious and charitable institutions, not less than 100 feet distant from any lot in any R-District.
 - (4) Seasonal dormitories for human habitation in publicly owned school buildings.
 - (5) Planned development projects, subject to the provisions of Section 1126.05. (Ord. 1990-20. Passed 11-26-90.)
 - (6) Any nonprofit fraternal organization, but not to include residential uses. (Ord. 1993-7. Passed 5-24-93.)
- (c) Accessory Uses. Accessory uses, buildings or other structures customarily incidental to any aforesaid permitted or conditionally permitted uses may be established, erected or constructed, provided that such accessory uses do not involve the conduct of any business, trade or industry, or any private way or walk giving access to such activity, or any billboard, sign or poster other than hereinafter authorized, and not including the boarding of animals or the keeping of fowl or farm animals except in a building at least 100 feet distant from every lot line. Accessory uses may include the following:
 - (1) Gardening, the raising of fruits or vegetables, including an incidental roadside stand offering for sale produce grown on the premises, the keeping of domestic or farm animals exclusively for the use of residents of the premises and not for commercial purposes, provided that any heating plant and any structures in which farm animals are kept are located at least 100 feet from every lot line.
 - (2) Home occupations, which by definition shall be limited to occupations remunerative in nature carried on in a dwelling solely by persons residing on the premises, such activity not involving the conduct of a retail business or manufacturing business. In connection with such home occupation, there shall be no sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling; no commodity shall be sold upon the premises; no parking space or spaces shall be provided or designated

to accommodate the home occupation use; no bulk delivery or sending of goods shall be permitted to service the home occupation use, all materials being delivered and sent are required to be so transported within the confines of a normal passenger automobile; not more than twenty-five percent (25%) of the total actual floor area of only one story shall be utilized for such home occupation; there shall be no exterior storage of equipment or materials used in connection with such home occupation; no mechanical or electrical equipment shall be used except such as is permissible for purely domestic or household purposes; no objectionable odor, noise, radio interference or other nuisance shall be created; and no accessory building shall be used for such home occupation. A professional person may use his residence for infrequent consultation, emergency treatment or performance of religious rites, but not for the general practice of his profession.

- Garages, carports or other parking spaces for the exclusive use of residents of the premises.
- (4) Swimming pools, exclusively for the use of residents and their guests provided that such pool or premises or part thereof whereon such pool is located shall be completely enclosed by a protective fence, wall or other enclosure, not less than four feet in height.
- (5) Real estate, small announcement and professional signs subject to the provisions of Chapter 1126, and such other applicable provisions of the Zoning Code.
- (6) Moorages for private pleasure watercraft for the exclusive use of the residents of the premises. Moorage for no more than five pleasure watercraft per dwelling unit is permitted. Rental of moorage or pleasure watercraft in a residential zone is strictly prohibited, as is use by other than blood relatives of the residents of the premises for periods totaling more than ten days in any one calendar year. (Moorage of occupied houseboats, or other lived-in watercraft, is not permitted where the moorage is not a part of a residential site containing a residence with full cooking and sanitary facilities.) Moorage of occupied houseboats or other lived-in watercraft, is not permitted where the occupants of the craft, plus the occupants of the on-shore residence or residences, result in occupation of the site by a number of families in excess of that permitted in that residential zone and the occupants are not blood relatives, for periods in excess of ten days and/or totaling more than twenty days of houseboat unit use in any one calendar year.

(Ord. 1990-20. Passed 11-26-90.)

(d) <u>Height Regulations.</u> No principal structure shall exceed thirty-five feet in height, and no detached accessory structure shall exceed one story or fifteen feet in height, except as provided in Section 1137.02.

(e) <u>Lot Area, Frontage and Yard Requirements.</u> The following minimum requirements shall be observed, except as otherwise provided in this Zoning Ordinance:

			Front	Side	Yards	Rear
		Lot	Yard	Least	Sum of	Yard
Dwelling	Lot Area	Frontage	Depth	Width	Width	Depth
(Stories)	(Sq. Ft.)	(Ft.)	(Ft.)	(Ft.)	(Ft.)	(Ft.)
1	9,000	75	30	7	15	30
2	9,000	75	30	8	20	30

In the case of cul-de-sac turnaround or curvilinear streets or where usual circumstances force irregular lots, the minimum width of the lot shall be seventy-five feet measured at the building setback line, provided however, that the frontage at the street shall be not less than thirty feet.

Other permitted uses (except agricultural):

1 story	16,000	100 ft.	30 ft.	12 ft. 30 ft.	40 ft.
2 stories	16,000	100 ft.	30 ft.	15 ft. 35 ft.	40 ft.

(Ord. 2005-29. Passed 2-14-05.)

1123.02 R-1-A ONE-FAMILY RESIDENCE DISTRICT.

- (a) <u>Principal Permitted Uses.</u> No building, structure or land shall be used and no building or structure shall be erected, altered or enlarged which is arranged, intended or designed for other than one of the following uses, except as provided in Section 1121.07:
 - (1) One-family detached dwellings;
 - (2) Public parks and playgrounds;
 - Churches and other places of worship and Sunday school buildings located no less than twenty feet from any other lot in any R District; and (Ord. 2020-3. Passed 3-10-20.)
 - (4) Transient Rental of any Dwelling Unit, Residential Premises, or any other residential property being utilized or otherwise made available for rent to Transient Guests, as those terms are defined in Section 1121.04(69) and Section 1369.98 of the Codified Ordinances.

 (Ord. 2021-8. Passed 3-23-21.)
- (b) <u>Conditionally Permitted Uses.</u> The following uses shall be permitted only if expressly authorized by the Board in accordance with provisions of Section 1139.02:
 - (1) Private noncommercial recreation areas and facilities including tennis courts and swimming pools, provided that no such swimming pool is located nearer than twenty-five feet from any other lot in any R District.
 - (2) Static transformer stations, booster stations and other utility stations, when operating requirements necessitate locating in an R-1-A District in order to serve the neighborhood; provided there is no yard or garage for service or storage and, provided further, that the premises upon which such utility station is erected and maintained is appropriately landscaped and screened so as to be in harmony with the general appearance of the neighborhood.

- (3) Any general hospital for human care, religious and charitable institutions, not less than 100 feet distant from any lot in any R District.
- (4) Planned development projects, subject to the provisions of Section 1126.05.

The following minimum requirements shall be observed except as otherwise provided herein:

Lot Area	Lot	Front Yard	Side	Side Yards		
(Sq. Ft.)	Frontage (Ft.)	Depth (Ft.)	Least Width (Ft.)	Sum of Width (Ft.)	Depth (Ft.)	
4500	60	15	7	15	15	

(Ord. 1990-20. Passed 11-26-90.)

1123.03 R-2 ONE AND TWO-FAMILY RESIDENCE DISTRICT.

(a) <u>Principal Uses Permitted.</u> Any principal use permitted and as regulated in the R-1 District, and as hereinafter specified in this section: Two-family dwellings.

Churches and other places of worship and Sunday school buildings located no less than twenty feet from any other lot in any R District.

- (b) <u>Conditionally Permitted Uses.</u> The following uses shall be permitted only if expressly authorized by the Board of Zoning and Building Appeals in accordance with the provisions of Section 1139.02; any conditionally permitted use as regulated in the R-1 District, and as hereinafter modified:
 - (1) Dwelling groups.
 - Dwellings for any number of families located on a lot adjoining and within 100 feet of a less restricted district or on a lot abutting a primary or secondary thoroughfare as shown on the official Thoroughfare Plan of the City, provided all height, area and yard requirements for a four-family dwelling in an R-2 District are met.
 - (3) Planned development projects, subject to the provisions of Section 1126.05.
 - (4) Any general hospital for human care, religious and charitable institution, not less than 100 feet distant from any other in any R District.
 - (5) Private noncommercial recreation areas and facilities, including tennis courts and/or swimming pools, provided that no such swimming pool is located nearer than 100 feet to any other lot in any R District.
- (c) <u>Accessory Uses.</u> Accessory uses or structures permitted and as regulated in the R-1 District; except that the raising or keeping of farm animals shall not be permitted on any lands used or platted for residential purposes; the keeping of not more than three roomers or boarders by a resident family in a structure that is not a bed and breakfast residence.
 - (d) Height Regulations. Same as specified in R-1 District.
- (e) <u>Lot Area, Frontage and Yard Requirements.</u> The following minimum requirements shall be observed, except as otherwise provided herein:

1123.04

	Lot Area	Lot Lot Area Front Yar Frontage Per Family Depth		Front Yard	Side `	Yards	Rear Yard
	(Sq. Ft.)	(Ft.)	(Sq. Ft.)	(Ft.)	Least Width (Ft.)	Sum of Width (Ft.)	Depth (Ft.)
One Family Dwelling (Stories)							
1 and 1-1/2	7,000	60		25	7	15	30
2 and 2-1/2	7,000	60		25	8	20	30
Two Family Dwellings (Stories)							
1 and 1-1/2	7,000	60	3,500	25	8	20	30
2 and 2-1/2	7,000	60	3,500	25	10	24	30
Dwelling Groups	9,000	70	4,500	25	12	30	30

In the case of cul-de-sac turnaround or curvilinear streets or where unusual circumstances force irregular lots, the minimum width of the lot shall be sixty feet measured at the building setback line, provided however, that the frontage at the street shall be not less than thirty feet. (Ord. 1990-20. Passed 11-26-90.)

1123.04 R-3 MULTI-FAMILY RESIDENCE DISTRICT.

- (a) <u>Principal Uses Permitted</u>. Any principal use permitted and as regulated in the R-1 and R-2 Districts and as hereinafter specified in this section: multi-family dwellings for any number of families or housekeeping units.
- (b) <u>Conditionally Permitted Uses</u>. The following uses shall be permitted only if expressly authorized by the Board of Building and Zoning Appeals in accordance with the provisions of Section 1139.02, any conditionally permitted use as regulated in an R-2 District and as hereinafter specified:
 - (1) Motels, motor hotels and tourist homes, on premises only that front on a street officially designated as a state or federal highway or primary thoroughfare as designed on the Thoroughfare Plan, and subject to the provisions of Section 1126.02.
 - Fraternities, sororities, private clubs, lodges, and meeting places for other similar organizations, not including those that are ordinarily conducted as a gainful business; provided all buildings in which such organizations or activities are housed shall be located at least twenty feet from any lot in any R-1 District.
 - (3) Planned development projects, subject to the provisions of Section 1126.05.
 - (4) Apartment hotels, lodging houses, boarding houses for any number of guests, but not primarily for transients; dormitories.
 - (5) Clinics for human care, convalescent homes, nursing homes, homes for the aged, group retirement homes, children's nurseries and preschool facilities.

- (6) Professional offices, and offices of financial, insurance, real estate, civic, educational, religious, and philanthropic establishments or organizations, funeral homes, when located only on premises that front on an officially designated state or federal highway, or on a street designated as a primary or secondary thoroughfare under the Thoroughfare Plan.
- (7) Private noncommercial recreation areas and facilities, including tennis courts and/or swimming pools, provided that no such swimming pool is located nearer than twenty-five feet from any other lot in any R District.
- (8) Dwelling groups.
- (9) Any general hospital for human care, religious and charitable institutions, not less than 100 feet distant from any lot in any R District.
- (10) Attached single-family dwellings
- (11) Patio homes.
- (c) <u>Accessory Uses</u>. Any accessory use or structure permitted and as regulated in the R-2 district, and any accessory use or structure customarily incident to accessory to a principal permitted use or conditionally permitted use in the R-3 District.
- (d) <u>Height Regulations</u>. No principal structure shall exceed three stories or forty feet in height and no accessory structure shall exceed two stories or twenty-five feet in height except as provided in Section 1137.02.

(e) Lot Area, Frontage and Yard Requirements.

	Lot Area (Sq. Ft.)	Lot Frontage	Lot Area Per Family	Front Yard Depth	Side `	Yards	Rear Yard Depth (Ft.)
	(5q. 1 ⁻ t.)	(Ft.)	(Sq. Ft.)	(Ft.)	Least Width (Ft.)	Sum of Width (Ft.)	Depui (14.)
One and Two-Family Dwellings and Dwelling Groups				Same as R-2			
Attached Single Family Dwellings	3,500	35	3,500	25	0*	0*	30
Patio Homes	3,500	50	3,400	25	0*	16**	10
Multi- Family Dwellings Stories 1-1 ½	8,000	60	3,000	25	6	16	40
2-2 ½	8,000	60	3,000	25	10	20	40
3	8,000	60	3,000	25	12	25	45

In the case of cul-de-sac turnaround or curvilinear streets or where unusual circumstances force irregular lots, the minimum width of the lot shall be sixty feet measured at the building setback lines, provided, however, that the frontage at the street shall be not less than thirty feet.

Lot Area (Sq. Ft.)		Lot Frontage	Lot Area Per Family	Front Yard Depth (Ft.)	Side Yards		Rear Yard
	(Sq. rt.)	(Ft.)	(Sq. Ft.)		Least Width (Ft.)	Sum of Width (Ft.)	Depth (Ft.)
Motels	10,000	80	-	25	10	20	40
Other Uses				Same as R-2			

^{*}

(Ord. 2010-42. Passed 12-14-10.)

1123.04

Zero-lot-line; minimum of 10 feet at end units. 16 feet minimum between buildings where not zero-lot-line. **

CHAPTER 1123 Residence Districts

1123.01 R-1 One-Family Residence District.

1123.02 R-1-A One-Family Residence District.

1123.04 R-2 One and Two-Family Residence District.

1123.05 R-2 One and Two-Family Residence District.

CROSS REFERENCES

Animal and fowl - see GEN. OFF. Ch. 505 Home sales in residential districts - see BUS. REG. Ch. 741 Districts established; boundaries; general regulations - see P. & Z. Ch. 1121

Special provisions - see P. & Z. Ch. 1126 Exceptions and modifications - see P. & Z. Ch. 1137

1123.01 R-1 ONE-FAMILY RESIDENCE DISTRICT.

- (a) <u>Principal Permitted Uses.</u> No building, structure or land shall be used and no building or structure shall be erected, altered or enlarged which is arranged, intended or designed for other than one of the following uses except as provided in Section 1121.07:
 - (1) One-family detached dwellings.
 - (2) Churches and other places of worship and Sunday school buildings located not less than twenty feet from any other lot in and R-District; schools and colleges for academic instruction, located not less than forty feet, and public libraries, public museums, public art galleries and similar public cultural uses, located not less than twenty feet from any other lot in any R-District; cemeteries.
 - Public parks, playgrounds, golf courses or country clubs, provided that any principal building used therefore shall be located not less than forty feet from any other lot in any R-District.
 - (4) Nurseries, greenhouses, and general farming, not including commercial animal farms or kennels, provided any lot or tract in such use shall be not less than five acres in area and provide that any greenhouse heating plant or any building in which farm animals are kept shall be distant not less than 200 feet from every lot line.
 - (5) Essential services as defined in Section 1121.04.
 - (6) Licensed adult family homes as defined in Ohio R.C. 3722.01.
 - (7) Transient Rental of any Dwelling Unit, Residential Premises, or any other residential property being utilized or otherwise made available for rent to Transient Guests. (Ord. 1990-20. Passed 11-26-90.)

- A. "Residential Premises" shall have the same meaning as ascribed in Section 1369.98 of the Codified Ordinances.
- B. Transient Guests" shall have the same meaning as ascribed in Section 1369.98 of the Codified Ordinances. (Ord. 2021-8. Passed 3-23-21.)
- (b) <u>Conditionally Permitted Uses.</u> The following uses shall be permitted only if expressly authorized by the Board in accordance with provisions of Section 1139.02:
 - (1) Private noncommercial recreation areas and facilities not listed above including tennis courts and club swimming pools, provided that no such swimming pool is located nearer than 100 feet from any other lot in any R-District.
 - (2) Static transformer stations, booster stations and other utility stations when operating requirements necessitate locating in an R-1 District in order to serve the neighborhood; provided there is no yard or garage for service or storage and provided further, that the premises upon which such utility station is erected and maintained is appropriately landscaped and screened so as to be in harmony with the general appearance of the neighborhood.
 - (3) Any general hospital for human care, religious and charitable institutions, not less than 100 feet distant from any lot in any R-District.
 - (4) Seasonal dormitories for human habitation in publicly owned school buildings.
 - (5) Planned development projects, subject to the provisions of Section 1126.05. (Ord. 1990-20. Passed 11-26-90.)
 - (6) Any nonprofit fraternal organization, but not to include residential uses. (Ord. 1993-7. Passed 5-24-93.)
- (c) Accessory Uses. Accessory uses, buildings or other structures customarily incidental to any aforesaid permitted or conditionally permitted uses may be established, erected or constructed, provided that such accessory uses do not involve the conduct of any business, trade or industry, or any private way or walk giving access to such activity, or any billboard, sign or poster other than hereinafter authorized, and not including the boarding of animals or the keeping of fowl or farm animals except in a building at least 100 feet distant from every lot line. Accessory uses may include the following:
 - Gardening, the raising of fruits or vegetables, including an incidental roadside stand offering for sale produce grown on the premises, the keeping of domestic or farm animals exclusively for the use of residents of the premises and not for commercial purposes, provided that any heating plant and any structures in which farm animals are kept are located at least 100 feet from every lot line.
 - (2) Home occupations, which by definition shall be limited to occupations remunerative in nature carried on in a dwelling solely by persons residing on the premises, such activity not involving the conduct of a retail business or manufacturing business. In connection with such home occupation, there shall be no sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling; no commodity shall be sold upon the premises; no parking space or spaces shall be provided or designated

to accommodate the home occupation use; no bulk delivery or sending of goods shall be permitted to service the home occupation use, all materials being delivered and sent are required to be so transported within the confines of a normal passenger automobile; not more than twenty-five percent (25%) of the total actual floor area of only one story shall be utilized for such home occupation; there shall be no exterior storage of equipment or materials used in connection with such home occupation; no mechanical or electrical equipment shall be used except such as is permissible for purely domestic or household purposes; no objectionable odor, noise, radio interference or other nuisance shall be created; and no accessory building shall be used for such home occupation. A professional person may use his residence for infrequent consultation, emergency treatment or performance of religious rites, but not for the general practice of his profession.

- Garages, carports or other parking spaces for the exclusive use of residents of the premises.
- (4) Swimming pools, exclusively for the use of residents and their guests provided that such pool or premises or part thereof whereon such pool is located shall be completely enclosed by a protective fence, wall or other enclosure, not less than four feet in height.
- (5) Real estate, small announcement and professional signs subject to the provisions of Chapter 1126, and such other applicable provisions of the Zoning Code.
- Moorages for private pleasure watercraft for the exclusive use of the (6) residents of the premises. Moorage for no more than five pleasure watercraft per dwelling unit is permitted. Rental of moorage or pleasure watercraft in a residential zone is strictly prohibited, as is use by other than blood relatives of the residents of the premises for periods totaling more than ten days in any one calendar year. (Moorage of occupied houseboats, or other lived-in watercraft, is not permitted where the moorage is not a part of a residential site containing a residence with full cooking and sanitary facilities.) Moorage of occupied houseboats or other lived-in watercraft, is not permitted where the occupants of the craft, plus the occupants of the on-shore residence or residences, result in occupation of the site by a number of families in excess of that permitted in that residential zone and the occupants are not blood relatives, for periods in excess of ten days and/or totaling more than twenty days of houseboat unit use in any one calendar year.

(Ord. 1990-20. Passed 11-26-90.)

(d) <u>Height Regulations.</u> No principal structure shall exceed thirty-five feet in height, and no detached accessory structure shall exceed one story or fifteen feet in height, except as provided in Section 1137.02.

(e) <u>Lot Area, Frontage and Yard Requirements.</u> The following minimum requirements shall be observed, except <u>as to the minimum front yard depth as modified in accordance with 1137.03 or as otherwise provided in this Zoning Ordinance:</u>

			Front	Front <u>Side Yards</u>		Rear
		Lot	Yard	Least	Sum of	Yard
Dwelling	Lot Area	Frontage	Depth	Width	Width	Depth
(Stories)	(Sq. Ft.)	(Ft.)	(Ft.)	(Ft.)	(Ft.)	(Ft.)
1	9,000	75	30	7	15	30
2	9,000	75	30	8	20	30

In the case of cul-de-sac turnaround or curvilinear streets or where usual circumstances force irregular lots, the minimum width of the lot shall be seventy-five feet measured at the building setback line, provided however, that the frontage at the street shall be not less than thirty feet.

Other permitted uses (except agricultural):

1 story	16,000	100 ft.	30 ft.	12 ft. 30 ft.	40 ft.
2 stories	16,000	100 ft.	30 ft.	15 ft. 35 ft.	40 ft.

(Ord. 2005-29. Passed 2-14-05.)

1123.02 R-1-A ONE-FAMILY RESIDENCE DISTRICT.

- (a) <u>Principal Permitted Uses.</u> No building, structure or land shall be used and no building or structure shall be erected, altered or enlarged which is arranged, intended or designed for other than one of the following uses, except as provided in Section 1121.07:
 - (1) One-family detached dwellings;
 - (2) Public parks and playgrounds;
 - (3) Churches and other places of worship and Sunday school buildings located no less than twenty feet from any other lot in any R District; and (Ord. 2020-3. Passed 3-10-20.)
 - (4) Transient Rental of any Dwelling Unit, Residential Premises, or any other residential property being utilized or otherwise made available for rent to Transient Guests, as those terms are defined in Section 1121.04(69) and Section 1369.98 of the Codified Ordinances. (Ord. 2021-8. Passed 3-23-21.)
- (b) <u>Conditionally Permitted Uses.</u> The following uses shall be permitted only if expressly authorized by the Board in accordance with provisions of Section 1139.02:
 - (1) Private noncommercial recreation areas and facilities including tennis courts and swimming pools, provided that no such swimming pool is located nearer than twenty-five feet from any other lot in any R District.
 - (2) Static transformer stations, booster stations and other utility stations, when operating requirements necessitate locating in an R-1-A District in order to serve the neighborhood; provided there is no yard or garage for service or storage and, provided further, that the premises upon which such utility station is erected and maintained is appropriately landscaped and screened so as to be in harmony with the general appearance of the neighborhood.

- (3) Any general hospital for human care, religious and charitable institutions, not less than 100 feet distant from any lot in any R District.
- (4) Planned development projects, subject to the provisions of Section 1126.05.

The following minimum requirements shall be observed except <u>as to the minimum front</u> <u>yard depth as modified in accordance with 1137.03 or as otherwise provided herein:</u>

Lot Area	Lot	Front Yard	Side	Rear Yard	
(Sq. Ft.)	Frontage (Ft.)	Depth (Ft.)	Least Width (Ft.)	Sum of Width (Ft.)	Depth (Ft.)
4500	60	15	7	15	15

(Ord. 1990-20. Passed 11-26-90.)

1123.03 R-2 ONE AND TWO-FAMILY RESIDENCE DISTRICT.

(a) <u>Principal Uses Permitted.</u> Any principal use permitted and as regulated in the R-1 District, and as hereinafter specified in this section: Two-family dwellings.

Churches and other places of worship and Sunday school buildings located no less than twenty feet from any other lot in any R District.

- (b) <u>Conditionally Permitted Uses.</u> The following uses shall be permitted only if expressly authorized by the Board of Zoning and Building Appeals in accordance with the provisions of Section 1139.02; any conditionally permitted use as regulated in the R-1 District, and as hereinafter modified:
 - (1) Dwelling groups.
 - (2) Dwellings for any number of families located on a lot adjoining and within 100 feet of a less restricted district or on a lot abutting a primary or secondary thoroughfare as shown on the official Thoroughfare Plan of the City, provided all height, area and yard requirements for a four-family dwelling in an R-2 District are met.
 - (3) Planned development projects, subject to the provisions of Section 1126.05.
 - (4) Any general hospital for human care, religious and charitable institution, not less than 100 feet distant from any other in any R District.
 - (5) Private noncommercial recreation areas and facilities, including tennis courts and/or swimming pools, provided that no such swimming pool is located nearer than 100 feet to any other lot in any R District.
- (c) <u>Accessory Uses.</u> Accessory uses or structures permitted and as regulated in the R-1 District; except that the raising or keeping of farm animals shall not be permitted on any lands used or platted for residential purposes; the keeping of not more than three roomers or boarders by a resident family in a structure that is not a bed and breakfast residence.
 - (d) Height Regulations. Same as specified in R-1 District.
- (e) <u>Lot Area, Frontage and Yard Requirements.</u> The following minimum requirements shall be observed, except <u>as to the minimum front yard depth as modified in accordance with 1137.03 or as otherwise provided herein:</u>

	Lot Area	Lot	Lot Area	Front Yard Depth	Side `	Yards	Rear Yard
	(Sq. Ft.)	Frontage (Ft.)	Per Family (Sq. Ft.)	(Ft.)	Least Width (Ft.)	Sum of Width (Ft.)	Depth (Ft.)
One Family Dwelling (Stories)							
1 and 1-1/2	7,000	60		25	7	15	30
2 and 2-1/2	7,000	60		25	8	20	30
Two Family Dwellings (Stories)							
1 and 1-1/2	7,000	60	3,500	25	8	20	30
2 and 2-1/2	7,000	60	3,500	25	10	24	30
Dwelling Groups	9,000	70	4,500	25	12	30	30

In the case of cul-de-sac turnaround or curvilinear streets or where unusual circumstances force irregular lots, the minimum width of the lot shall be sixty feet measured at the building setback line, provided however, that the frontage at the street shall be not less than thirty feet. (Ord. 1990-20. Passed 11-26-90.)

1123.04 R-3 MULTI-FAMILY RESIDENCE DISTRICT.

- (a) <u>Principal Uses Permitted</u>. Any principal use permitted and as regulated in the R-1 and R-2 Districts and as hereinafter specified in this section: multi-family dwellings for any number of families or housekeeping units.
- (b) <u>Conditionally Permitted Uses</u>. The following uses shall be permitted only if expressly authorized by the Board of Building and Zoning Appeals in accordance with the provisions of Section 1139.02, any conditionally permitted use as regulated in an R-2 District and as hereinafter specified:
 - (1) Motels, motor hotels and tourist homes, on premises only that front on a street officially designated as a state or federal highway or primary thoroughfare as designed on the Thoroughfare Plan, and subject to the provisions of Section 1126.02.
 - Fraternities, sororities, private clubs, lodges, and meeting places for other similar organizations, not including those that are ordinarily conducted as a gainful business; provided all buildings in which such organizations or activities are housed shall be located at least twenty feet from any lot in any R-1 District.
 - (3) Planned development projects, subject to the provisions of Section 1126.05.
 - (4) Apartment hotels, lodging houses, boarding houses for any number of guests, but not primarily for transients; dormitories.
 - (5) Clinics for human care, convalescent homes, nursing homes, homes for the aged, group retirement homes, children's nurseries and preschool facilities.

- (6) Professional offices, and offices of financial, insurance, real estate, civic, educational, religious, and philanthropic establishments or organizations, funeral homes, when located only on premises that front on an officially designated state or federal highway, or on a street designated as a primary or secondary thoroughfare under the Thoroughfare Plan.
- (7) Private noncommercial recreation areas and facilities, including tennis courts and/or swimming pools, provided that no such swimming pool is located nearer than twenty-five feet from any other lot in any R District.
- (8) Dwelling groups.
- (9) Any general hospital for human care, religious and charitable institutions, not less than 100 feet distant from any lot in any R District.
- (10) Attached single-family dwellings
- (11) Patio homes.
- (c) <u>Accessory Uses.</u> Any accessory use or structure permitted and as regulated in the R-2 district, and any accessory use or structure customarily incident to accessory to a principal permitted use or conditionally permitted use in the R-3 District.
- (d) <u>Height Regulations.</u> No principal structure shall exceed three stories or forty feet in height and no accessory structure shall exceed two stories or twenty-five feet in height except as provided in Section 1137.02.
- (e) <u>Lot Area, Frontage and Yard Requirements.</u> The following minimum requirements shall be observed, except as to the minimum front yard depth as modified in accordance with 1137.03 or as otherwise provided herein:

	Lot Area (Sq. Ft.)	Lot Frontage	Lot Area Per Family	Front Yard Depth	Side Yards		Rear Yard
	(5q. Ft.)	(Ft.)	(Sq. Ft.)	(Ft.)	Least Width (Ft.)	Sum of Width (Ft.)	Depth (Ft.)
One and Two-Family Dwellings and Dwelling Groups				Same as R-2			
Attached Single Family Dwelling	3,500	35	3,500	25	0*	0*	30
Patio Homes	3,500	50	3,400	25	0*	16**	10
Multi- Family Dwelling s Stories	8,000	60	3,000	25	6	16	40
2-2 1/2	8,000	60	3,000	25	10	20	40
3	8,000	60	3,000	25	12	25	45

In the case of cul-de-sac turnaround or curvilinear streets or where unusual circumstances force irregular lots, the minimum width of the lot shall be sixty feet measured at the building setback lines, provided, however, that the frontage at the street shall be not less than thirty feet.

	Lot Area (Sq. Ft.) Lot Area Front Yard Per Family Depth			Side `	Rear Yard Depth (Ft.)		
	(Sq. 14.)	(Ft.)	(Sq. Ft.)	(Ft.)	Least Width (Ft.)	Sum of Width (Ft.)	Deptii (Ft.)
Motels	10,000	80	-	25	10	20	40
Other Uses				Same as R-2			

(Ord. 2010-42. Passed 12-14-10.)

Zero-lot-line; minimum of 10 feet at end units. 16 feet minimum between buildings where not zero-lot-line. **

CHAPTER 1123 Residence Districts

1123.01 R-1 One-Family Residence District.

1123.02 R-1-A One-Family Residence District.

1123.04 R-2 One and Two-Family Residence District.

1123.05 R-2 One and Two-Family Residence District.

CROSS REFERENCES

Animal and fowl - see GEN. OFF. Ch. 505 Home sales in residential districts - see BUS. REG. Ch. 741 Districts established; boundaries; general regulations - see P. & Z. Ch. 1121

Special provisions - see P. & Z. Ch. 1126 Exceptions and modifications - see P. & Z. Ch. 1137

1123.01 R-1 ONE-FAMILY RESIDENCE DISTRICT.

- (a) <u>Principal Permitted Uses.</u> No building, structure or land shall be used and no building or structure shall be erected, altered or enlarged which is arranged, intended or designed for other than one of the following uses except as provided in Section 1121.07:
 - (1) One-family detached dwellings.
 - (2) Churches and other places of worship and Sunday school buildings located not less than twenty feet from any other lot in and R-District; schools and colleges for academic instruction, located not less than forty feet, and public libraries, public museums, public art galleries and similar public cultural uses, located not less than twenty feet from any other lot in any R-District; cemeteries.
 - Public parks, playgrounds, golf courses or country clubs, provided that any principal building used therefore shall be located not less than forty feet from any other lot in any R-District.
 - (4) Nurseries, greenhouses, and general farming, not including commercial animal farms or kennels, provided any lot or tract in such use shall be not less than five acres in area and provide that any greenhouse heating plant or any building in which farm animals are kept shall be distant not less than 200 feet from every lot line.
 - (5) Essential services as defined in Section 1121.04.
 - (6) Licensed adult family homes as defined in Ohio R.C. 3722.01.
 - (7) Transient Rental of any Dwelling Unit, Residential Premises, or any other residential property being utilized or otherwise made available for rent to Transient Guests. (Ord. 1990-20. Passed 11-26-90.)

- A. "Residential Premises" shall have the same meaning as ascribed in Section 1369.98 of the Codified Ordinances.
- B. Transient Guests" shall have the same meaning as ascribed in Section 1369.98 of the Codified Ordinances. (Ord. 2021-8. Passed 3-23-21.)
- (b) <u>Conditionally Permitted Uses.</u> The following uses shall be permitted only if expressly authorized by the Board in accordance with provisions of Section 1139.02:
 - (1) Private noncommercial recreation areas and facilities not listed above including tennis courts and club swimming pools, provided that no such swimming pool is located nearer than 100 feet from any other lot in any R-District.
 - (2) Static transformer stations, booster stations and other utility stations when operating requirements necessitate locating in an R-1 District in order to serve the neighborhood; provided there is no yard or garage for service or storage and provided further, that the premises upon which such utility station is erected and maintained is appropriately landscaped and screened so as to be in harmony with the general appearance of the neighborhood.
 - (3) Any general hospital for human care, religious and charitable institutions, not less than 100 feet distant from any lot in any R-District.
 - (4) Seasonal dormitories for human habitation in publicly owned school buildings.
 - (5) Planned development projects, subject to the provisions of Section 1126.05. (Ord. 1990-20. Passed 11-26-90.)
 - (6) Any nonprofit fraternal organization, but not to include residential uses. (Ord. 1993-7. Passed 5-24-93.)
- (c) Accessory Uses. Accessory uses, buildings or other structures customarily incidental to any aforesaid permitted or conditionally permitted uses may be established, erected or constructed, provided that such accessory uses do not involve the conduct of any business, trade or industry, or any private way or walk giving access to such activity, or any billboard, sign or poster other than hereinafter authorized, and not including the boarding of animals or the keeping of fowl or farm animals except in a building at least 100 feet distant from every lot line. Accessory uses may include the following:
 - Gardening, the raising of fruits or vegetables, including an incidental roadside stand offering for sale produce grown on the premises, the keeping of domestic or farm animals exclusively for the use of residents of the premises and not for commercial purposes, provided that any heating plant and any structures in which farm animals are kept are located at least 100 feet from every lot line.
 - (2) Home occupations, which by definition shall be limited to occupations remunerative in nature carried on in a dwelling solely by persons residing on the premises, such activity not involving the conduct of a retail business or manufacturing business. In connection with such home occupation, there shall be no sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling; no commodity shall be sold upon the premises; no parking space or spaces shall be provided or designated

to accommodate the home occupation use; no bulk delivery or sending of goods shall be permitted to service the home occupation use, all materials being delivered and sent are required to be so transported within the confines of a normal passenger automobile; not more than twenty-five percent (25%) of the total actual floor area of only one story shall be utilized for such home occupation; there shall be no exterior storage of equipment or materials used in connection with such home occupation; no mechanical or electrical equipment shall be used except such as is permissible for purely domestic or household purposes; no objectionable odor, noise, radio interference or other nuisance shall be created; and no accessory building shall be used for such home occupation. A professional person may use his residence for infrequent consultation, emergency treatment or performance of religious rites, but not for the general practice of his profession.

- Garages, carports or other parking spaces for the exclusive use of residents of the premises.
- (4) Swimming pools, exclusively for the use of residents and their guests provided that such pool or premises or part thereof whereon such pool is located shall be completely enclosed by a protective fence, wall or other enclosure, not less than four feet in height.
- (5) Real estate, small announcement and professional signs subject to the provisions of Chapter 1126, and such other applicable provisions of the Zoning Code.
- Moorages for private pleasure watercraft for the exclusive use of the (6) residents of the premises. Moorage for no more than five pleasure watercraft per dwelling unit is permitted. Rental of moorage or pleasure watercraft in a residential zone is strictly prohibited, as is use by other than blood relatives of the residents of the premises for periods totaling more than ten days in any one calendar year. (Moorage of occupied houseboats, or other lived-in watercraft, is not permitted where the moorage is not a part of a residential site containing a residence with full cooking and sanitary facilities.) Moorage of occupied houseboats or other lived-in watercraft, is not permitted where the occupants of the craft, plus the occupants of the on-shore residence or residences, result in occupation of the site by a number of families in excess of that permitted in that residential zone and the occupants are not blood relatives, for periods in excess of ten days and/or totaling more than twenty days of houseboat unit use in any one calendar year.

(Ord. 1990-20. Passed 11-26-90.)

(d) <u>Height Regulations.</u> No principal structure shall exceed thirty-five feet in height, and no detached accessory structure shall exceed one story or fifteen feet in height, except as provided in Section 1137.02.

(e) <u>Lot Area, Frontage and Yard Requirements.</u> The following minimum requirements shall be observed, except as to the minimum front yard depth as modified in accordance with 1137.03 or as otherwise provided in this Zoning Ordinance:

			Front	Side Yards		Rear	
		Lot	Yard	Least	Sum of	Yard	
Dwelling	Lot Area	Frontage	Depth	Width	Width	Depth	
(Stories)	(Sq. Ft.)	(Ft.)	(Ft.)	(Ft.)	(Ft.)	(Ft.)	
1	9,000	75	30	7	15	30	
2	9,000	75	30	8	20	30	

In the case of cul-de-sac turnaround or curvilinear streets or where usual circumstances force irregular lots, the minimum width of the lot shall be seventy-five feet measured at the building setback line, provided however, that the frontage at the street shall be not less than thirty feet.

Other permitted uses (except agricultural):

1 story	16,000	100 ft.	30 ft.	12 ft. 30 ft.	40 ft.
2 stories	16,000	100 ft.	30 ft.	15 ft. 35 ft.	40 ft.

(Ord. 2005-29. Passed 2-14-05.)

1123.02 R-1-A ONE-FAMILY RESIDENCE DISTRICT.

- (a) <u>Principal Permitted Uses.</u> No building, structure or land shall be used and no building or structure shall be erected, altered or enlarged which is arranged, intended or designed for other than one of the following uses, except as provided in Section 1121.07:
 - (1) One-family detached dwellings;
 - (2) Public parks and playgrounds;
 - (3) Churches and other places of worship and Sunday school buildings located no less than twenty feet from any other lot in any R District; and (Ord. 2020-3. Passed 3-10-20.)
 - (4) Transient Rental of any Dwelling Unit, Residential Premises, or any other residential property being utilized or otherwise made available for rent to Transient Guests, as those terms are defined in Section 1121.04(69) and Section 1369.98 of the Codified Ordinances. (Ord. 2021-8. Passed 3-23-21.)
- (b) <u>Conditionally Permitted Uses.</u> The following uses shall be permitted only if expressly authorized by the Board in accordance with provisions of Section 1139.02:
 - (1) Private noncommercial recreation areas and facilities including tennis courts and swimming pools, provided that no such swimming pool is located nearer than twenty-five feet from any other lot in any R District.
 - (2) Static transformer stations, booster stations and other utility stations, when operating requirements necessitate locating in an R-1-A District in order to serve the neighborhood; provided there is no yard or garage for service or storage and, provided further, that the premises upon which such utility station is erected and maintained is appropriately landscaped and screened so as to be in harmony with the general appearance of the neighborhood.

Residence Districts 1123.03

- (3) Any general hospital for human care, religious and charitable institutions, not less than 100 feet distant from any lot in any R District.
- (4) Planned development projects, subject to the provisions of Section 1126.05.

The following minimum requirements shall be observed except as to the minimum front yard depth as modified in accordance with 1137.03 or as otherwise provided herein:

Lot Area	Lot	Front Yard	Side	Rear Yard	
(Sq. Ft.)	Frontage (Ft.)	Depth (Ft.)	Least Width (Ft.)	Sum of Width (Ft.)	Depth (Ft.)
4500	60	15	7	15	15

(Ord. 1990-20. Passed 11-26-90.)

1123.03 R-2 ONE AND TWO-FAMILY RESIDENCE DISTRICT.

(a) <u>Principal Uses Permitted.</u> Any principal use permitted and as regulated in the R-1 District, and as hereinafter specified in this section: Two-family dwellings.

Churches and other places of worship and Sunday school buildings located no less than twenty feet from any other lot in any R District.

- (b) <u>Conditionally Permitted Uses.</u> The following uses shall be permitted only if expressly authorized by the Board of Zoning and Building Appeals in accordance with the provisions of Section 1139.02; any conditionally permitted use as regulated in the R-1 District, and as hereinafter modified:
 - (1) Dwelling groups.
 - (2) Dwellings for any number of families located on a lot adjoining and within 100 feet of a less restricted district or on a lot abutting a primary or secondary thoroughfare as shown on the official Thoroughfare Plan of the City, provided all height, area and yard requirements for a four-family dwelling in an R-2 District are met.
 - (3) Planned development projects, subject to the provisions of Section 1126.05.
 - (4) Any general hospital for human care, religious and charitable institution, not less than 100 feet distant from any other in any R District.
 - (5) Private noncommercial recreation areas and facilities, including tennis courts and/or swimming pools, provided that no such swimming pool is located nearer than 100 feet to any other lot in any R District.
- (c) <u>Accessory Uses.</u> Accessory uses or structures permitted and as regulated in the R-1 District; except that the raising or keeping of farm animals shall not be permitted on any lands used or platted for residential purposes; the keeping of not more than three roomers or boarders by a resident family in a structure that is not a bed and breakfast residence.
 - (d) Height Regulations. Same as specified in R-1 District.
- (e) <u>Lot Area, Frontage and Yard Requirements.</u> The following minimum requirements shall be observed, except as to the minimum front yard depth as modified in accordance with 1137.03 or as otherwise provided herein:

	Lot Area	Lot	Lot Area Per Family	Front Yard	Side Yards		Rear Yard
	(Sq. Ft.)	Frontage (Ft.)	(Sq. Ft.)	Depth (Ft.)	Least Width (Ft.)	Sum of Width (Ft.)	Depth (Ft.)
One Family Dwelling (Stories)							
1 and 1-1/2	7,000	60		25	7	15	30
2 and 2-1/2	7,000	60		25	8	20	30
Two Family Dwellings (Stories)							
1 and 1-1/2	7,000	60	3,500	25	8	20	30
2 and 2-1/2	7,000	60	3,500	25	10	24	30
Dwelling Groups	9,000	70	4,500	25	12	30	30

In the case of cul-de-sac turnaround or curvilinear streets or where unusual circumstances force irregular lots, the minimum width of the lot shall be sixty feet measured at the building setback line, provided however, that the frontage at the street shall be not less than thirty feet. (Ord. 1990-20. Passed 11-26-90.)

1123.04 R-3 MULTI-FAMILY RESIDENCE DISTRICT.

- (a) <u>Principal Uses Permitted</u>. Any principal use permitted and as regulated in the R-1 and R-2 Districts and as hereinafter specified in this section: multi-family dwellings for any number of families or housekeeping units.
- (b) <u>Conditionally Permitted Uses</u>. The following uses shall be permitted only if expressly authorized by the Board of Building and Zoning Appeals in accordance with the provisions of Section 1139.02, any conditionally permitted use as regulated in an R-2 District and as hereinafter specified:
 - (1) Motels, motor hotels and tourist homes, on premises only that front on a street officially designated as a state or federal highway or primary thoroughfare as designed on the Thoroughfare Plan, and subject to the provisions of Section 1126.02.
 - Fraternities, sororities, private clubs, lodges, and meeting places for other similar organizations, not including those that are ordinarily conducted as a gainful business; provided all buildings in which such organizations or activities are housed shall be located at least twenty feet from any lot in any R-1 District.
 - (3) Planned development projects, subject to the provisions of Section 1126.05.
 - (4) Apartment hotels, lodging houses, boarding houses for any number of guests, but not primarily for transients; dormitories.
 - (5) Clinics for human care, convalescent homes, nursing homes, homes for the aged, group retirement homes, children's nurseries and preschool facilities.

- (6) Professional offices, and offices of financial, insurance, real estate, civic, educational, religious, and philanthropic establishments or organizations, funeral homes, when located only on premises that front on an officially designated state or federal highway, or on a street designated as a primary or secondary thoroughfare under the Thoroughfare Plan.
- (7) Private noncommercial recreation areas and facilities, including tennis courts and/or swimming pools, provided that no such swimming pool is located nearer than twenty-five feet from any other lot in any R District.
- (8) Dwelling groups.
- (9) Any general hospital for human care, religious and charitable institutions, not less than 100 feet distant from any lot in any R District.
- (10) Attached single-family dwellings
- (11) Patio homes.
- (c) <u>Accessory Uses.</u> Any accessory use or structure permitted and as regulated in the R-2 district, and any accessory use or structure customarily incident to accessory to a principal permitted use or conditionally permitted use in the R-3 District.
- (d) <u>Height Regulations.</u> No principal structure shall exceed three stories or forty feet in height and no accessory structure shall exceed two stories or twenty-five feet in height except as provided in Section 1137.02.
- (e) <u>Lot Area, Frontage and Yard Requirements. The following minimum requirements shall be observed, except as to the minimum front yard depth as modified in accordance with 1137.03 or as otherwise provided herein:</u>

	Lot Area		Lot Area Per Family	Front Yard Depth	Side Yards		Rear Yard
	(Sq. Ft.)	(Ft.)	(Sq. Ft.)	(Ft.)	Least Width (Ft.)	Sum of Width (Ft.)	Depth (Ft.)
One and Two-Family Dwellings and Dwelling Groups				Same as R-2			
Attached Single Family Dwelling	3,500	35	3,500	25	0*	0*	30
Patio Homes	3,500	50	3,400	25	0*	16**	10
Multi- Family Dwelling s Stories	8,000	60	3,000	25	6	16	40
	,				-		-
2-2 1/2	8,000	60	3,000	25	10	20	40
3	8,000	60	3,000	25	12	25	45

In the case of cul-de-sac turnaround or curvilinear streets or where unusual circumstances force irregular lots, the minimum width of the lot shall be sixty feet measured at the building setback lines, provided, however, that the frontage at the street shall be not less than thirty feet.

	Lot Area (Sq. Ft.) Lot Area Front Yard Per Family Depth			Side Yards		Rear Yard Depth (Ft.)	
	(Sq. 14.)	(Ft.)	(Sq. Ft.)	(Ft.)	Least Width (Ft.)	Sum of Width (Ft.)	Deptii (Ft.)
Motels	10,000	80	-	25	10	20	40
Other Uses				Same as R-2			

(Ord. 2010-42. Passed 12-14-10.)

Zero-lot-line; minimum of 10 feet at end units. 16 feet minimum between buildings where not zero-lot-line. **



TO: Mayor Tapp and City Council

FROM: Matthew Lasko

RE: Resolution No. 92-2024 (submitted by Matt Lasko)

DATE: December 10, 2024

Subject Matter/Background

Background

2025 brought another hard year for healthcare. Working with providers deep into the open enrollment season, they city took this offering to the health Care Committee for feedback and approval. Our Healthcare only premium increased by \$116,453 for the year, with the employee contribution being raised to 6% to assist in offsetting these additional costs. A copy of the Summary of Coverage for the new plan contemplated by Resolution No. 92-2024 is attached hereto as Exhibit 1.

The City administration was forced the execute this agreement prior to this meeting in order to facilitate 2025 Open Enrollment for our full-time benefits, which started on December 9th. In addition, the medical plan choice is integral to negotiating four union contracts expiring on December 31, 2024.

Financial Review

The 2024 budget includes the renewal increase on MMO's premium and potential increase in the HRA. The City's healthcare fund (Fund 703) accounts for the plan's activity.

Historical medical premiums paid to MMO:

2022 - \$746,400

2023 - \$845,000

2024 - \$1,339,339

2025 - \$1,455,792 (estimated)

The above amounts do not include employee HSA contributions, which are estimated to be \$197,000 for 2025.

Legal Review

The matter follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 92-2024 would be in order.

Resolution No. 92-2024 Exh 1 MMO Plan Summary 2025.pdf

Resolution No. 92-2024 Medical Mutual of Ohio Renewal 2025 (6).docx

Resolution No. 92-2024 Exh A 2025 MMO Renewal Agreement and Plan Description.pdf

Illustrative Summary of Benefits

SuperMed® 7500 w/MMRx (R22)

Health Savings Account Compatible

	Network	Non-Network
Benefits	Membe	er Pays
Benefit Period	January 1 st throu	gh December 31 st
Dependent Age Limit	26—Removal upo	n End of the Month
Deductible - Single / Family	\$7,500 / \$15,000	\$7,500 / \$15,000
Coinsurance Out-of-Pocket (excludes deductible) - Single / Family	\$0 / \$0	\$7,500 / \$15,000
Maximum Out-of-Pocket - Single / Family ¹	\$7,500 / \$15,000	\$15,000 / \$30,000
Coinsurance	0%	50%
Physician/Office Services		
Physician Office Visit	Coinsurance after deductible	Coinsurance after deductible
Specialist Office Visit	Coinsurance after deductible	Coinsurance after deductible
Urgent Care Office Visit	Coinsurance after deductible	Coinsurance after deductible
Emergency Services		
Emergency Use of an Emergency Room	0% after	deductible
Emergency Services (expenses other than Emergency Room)	0% after	deductible
Non-Emergency Use of an Emergency Room	Not c	overed
Routine/Preventive Services ²		
Health Care Reform Benefits	0%	Coinsurance after deductible
Health Care Reform Benefits for Women	0%	Coinsurance after deductible
All Immunizations	0%	Coinsurance after deductible
Routine Physical Exam (age 21 and over)	0%	Coinsurance after deductible
Routine Mammogram (one per benefit period)	0%	Coinsurance after deductible
Routine Pap Test (one per benefit period)	0%	Coinsurance after deductible
Routine Lab, Medical Tests, and X-rays	0%	Coinsurance after deductible
Routine Endoscopic Services	0%	Coinsurance after deductible
Well Child Care (to age 21)		
Well Child Care Exams, Immunizations and Labs	0%	Coinsurance after deductible
Hearing Exams	0%	Coinsurance after deductible
Vision Exams	0%	Coinsurance after deductible
Lenses	Not covered	Not covered
Frames	Not covered	Not covered
Contacts	Not covered	Not covered
Outpatient Services		
Allergy Testing and Treatments	Coinsurance after deductible	Coinsurance after deductible
Physical & Occupational Therapies (40 visits per benefit period/combined)	Coinsurance after deductible	Coinsurance after deductible
Speech Therapy (20 visits per benefit period)	Coinsurance after deductible	Coinsurance after deductible
Chiropractic Services (12 visits per benefit period)	Coinsurance after deductible	Coinsurance after deductible
Cardiac Rehabilitation (36 visits per benefit period)	Coinsurance after deductible	Coinsurance after deductible
Surgical Services	Coinsurance after deductible	Coinsurance after deductible
Diagnostic Lab, Medical Tests, and X-rays	Coinsurance after deductible	Coinsurance after deductible
Diagnostic Imaging	Coinsurance after deductible	Coinsurance after deductible
Diagnostic Endoscopic Services	Coinsurance after deductible	Coinsurance after deductible
Inpatient Services		
Institutional Services	Coinsurance after deductible	Coinsurance after deductible
Maternity	Coinsurance after deductible	Coinsurance after deductible
,		

	Network	Non-Network	
Additional Services			
Ambulance	Coinsurance after deductible	Coinsurance after deductible	
Autism Spectrum Disorders	Benefits paid are base	d on services rendered	
Diabetic Education and Training	Coinsurance after deductible, unless the service is covered under Health Care Reform Preventive Benefits	Coinsurance after deductible	
Durable Medical Equipment	Coinsurance after deductible	Coinsurance after deductible	
DME—Wigs	Not covered	Not covered	
Home Health Care (100 visits per benefit period)	Coinsurance after deductible	Coinsurance after deductible	
Hospice	Coinsurance after deductible	Coinsurance after deductible	
Organ and Tissue Transplants	Coinsurance after deductible	Coinsurance after deductible	
Organ Transplant Services (includes travel, meals, lodging and transportation)	Not covered	Not covered	
Private Duty Nursing (90 days per benefit period)	Coinsurance after deductible Coinsurance after ded		
Sterilization	Coinsurance after deductible Coinsurance after dedu		
Mental Health & Substance Abuse—Federal Mental Health Parity			
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits		
Outpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits		
Prescription Drug Benefits			
Retail (30-day supply)	Coinsurance after network deductible		
Home Delivery (90-day supply) (Specialty drugs limited to 30-day supply)	Coinsurance after network deductible		

National Plus Network & Basic Plus Formulary

Select Home Delivery Active Choice

Member must contact Express Scripts to indicate choice to continue to use a retail pharmacy past three refills for prescription drugs available through the home delivery program. Otherwise, members will pay 100% of the allowed amount with no accumulation to deductible or maximum out of pocket.

Specialty Drugs

Drugs and biologicals (specialty drugs and therapeutic injections). Members must use one of our dedicated pharmacies. Special rules apply to oral chemotherapy prescription drugs. The certificate booklet will have more information. Certain specialty drugs are part of a Specialty Prescription Drug Copay Offset program (SaveOnSP Exclusive) where they are considered non-essential health benefits and therefore do not apply to the out-of-pocket maximum. They will also be subject to higher cost-share if the member does not participate in SaveOnSP Exclusive. Once enrolled in the Medical Mutual health plan, call 1-800-683-1074 to enroll in copay assistance, with SaveOnSP monitoring, so that your responsibility could be as low as \$0.

- 1 Network level Out-of-Pocket includes deductible and coinsurance and flat dollar copayments.
- 2 Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations, and other screenings, as provided for in the Patient Protection and Affordable Care Act.

Authorization	
I have reviewed and agree to the above information.	
Signature	Date

Benefits will be administered by Medical Mutual of Ohio. Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. This document is only a partial listing of benefits. This is not a contract of insurance. Only an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services. In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

RESOLUTION NO. 92-2024 Introduced by Joel Hagy

A RESOLUTION RATIFYING THE CITY MANAGER'S ACCEPTANCE OF THE PROPOSAL AND EXECUTION OF AN AGREEMENT WITH MEDICAL MUTUAL FOR THE PROVISION OF 2025 MEDICAL HEALTH INSURANCE COVERAGE

WHEREAS, the City of Huron has been using third-party benefits administrator Huntington Insurance to negotiate with Medical Mutual of Ohio for renewal of its medical benefit plan for calendar year 2025;

WHEREAS, at the same time, the City of Huron has been in active negotiations with four collective bargaining units, all having contracts expiring at the end of 2024;

WHEREAS, the City of Huron will being its Open Enrollment for 2025 benefits for its full-time employees on December 9, 2024;

WHEREAS, it was necessary to execute the agreement with Medical Mutual of Ohio prior to the first regular Council meeting in December in order to (1) facilitate union negotiations; and (2) allow for Open Enrollment for 2025 benefits on December 9, 2024.

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

<u>SECTION 1</u>. That the City Manager's acceptance of the proposal and execution of a new agreement with Medical Mutual for the provision of 2025 healthcare insurance coverage, a copy of which is attached hereto as Exhibit "A" and made a part hereof, is hereby ratified.

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

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

	Monty Tapp, Mayor
ATTEST:	3 117 3
Clerk of Council	
ADOPTED:	



PROPRIETARY & CONFIDENTIAL

Proposal For: CITY OF HURON

Effective Date: 1/1/2025 End Date: 12/31/2025 County: Erie State: Ohio

Quote ID: 0129934-02



Consolidated Appropriations Act (CAA) Section 204 Information *

prescription drug costs to the federal government. Section 204 of the Consolidated Appropriations Act (CAA), requires insurers to submit certain data related to premiums, claims, and

In order to comply with these reporting requirements, Medical Mutual must gather the following information:

Group Information

Group Name: CITY OF HURON
Group Renewal Date: January 1, 2025
Group Number: # 610915

Required Information

Split of Premium between Employer and Employee

Using the premium paid for all plans you have with Medical Mutual for the renewal year, please provide the percentage paid by the employer and the percentage paid by the employee, rounded to the nearest whole percentage. The employer percentage plus the employee percentage must equal 100%.

An example of the calculation to use for multiple employee classifications with varying contributions follows.

1010			
01 12			
690			
,			
Annual	Employee	Employer	
Premium	Contribution	Contribution	
\$2,000,000	\$1,000,000	\$1,000,000	
\$2,500,000	\$1,875,000	\$625,000	
\$3,000,000	\$2,250,000	\$750,000	
\$9,000,000	\$5,875,000	\$3,125,000	
	Annual Premium \$1,500,000 \$2,000,000 \$3,000,000 \$9,000,000		Employee al Employee Comm Contribution Comm \$750,000 \$00 \$1,875,000 \$00 \$2,250,000 \$00 \$5,875,000 \$

For more information regarding these calculations, please see the instructions from the Consolidated Appropriations Act:

65%

35%

RXDC Reporting Instructions for Premium

Percentage for Section 204 Report

For more information regarding the statute, please see the information housed here:

Federal Pharmacy Reporting Requirements CAA

*As a reminder, MMS will only provide reporting for business that we administer on behalf of our clients.

Group Official: WANAL-CR	S500 # (insert NA if not applicable) Please include all and separate by a comma.
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eave this field blank Medical Mutual will not send D1 Premium and Life Years reporting to the government for Self-funded groups who

CITY OF HURON 1/1/2025 Disclaimers & Contingencies

- Proposal expires in 60 days or upon effective date.
- Rates assume Medical Mutual is the only carrier, with 75% of net eligible employees enrolled.
- Rates are subject to change if enrollment varies by more than 10% from 51 contracts quoted.
- · Ancillary coverages will be packaged with Medical coverage and not sold separately.
- · Disclosure of disabled participants is required.
- · Misrepresentation may result in rescission of coverage.
- · Rates include standard reporting and administration.
- Employers must disclose any funding of deductibles or coinsurance provided to employees. If funding is not disclosed, Medical Mutual reserves the right to adjust rates at any time during the contract period. This may result in higher than anticipated rate adjustments.
- Covered employees will automatically have access to Medical Mutual's Basics wellness program, which includes online health resources, health assessments, WW (Weight Watchers) discounts, 24/7 nurse line and tobacco cessation programs. If not already enrolled in a buy up program, additional wellness program options are available upon request for an additional fee.
- Please note that this policy, Medical Mutual, or you as a Plan Sponsor may become subject to taxes, fees or other charges imposed by State, Local, or Federal governments (collectively, "fees"). Medical Mutual reserves the right to adjust your premium or funding rate (or add the fees to the invoice) consistent with the effective date of the new fees imposed by the government. Adjustments may or may not be noted in a line item on monthly invoices. All fees are subject to change during the contract period.
- · Change in enrollment of any one plan of more than 10% or the elimination of a plan may require rates to be adjusted.
- As required by the Affordable Care Act, employees must be notified at least 60 days before the effective date of a material modification if it impacts the contents of the SBC. Please be aware of this requirement when considering an off-renewal plan change or a change in carrier.
- Premiums and rates reflect 2015 ACA requirement to accumulate drug cost share to the maximum out-of-pocket (MOOP). Use of a third party Pharmacy Benefits Manager (PBM) will require additional fees and additional lead time to implement. Please contact your Medical Mutual representative for further details and explanation.
- Due to a change in Ohio law, effective with the first renewal on or after January 1, 2016, all existing over-age dependent children (26 and 27 years old) will maintain coverage until they attain the limiting age of 28. No new over-age dependent children will be eligible for coverage. Please note that children with a physical or intellectual disability are not impacted by the change in Ohio law.

Rate Acceptance	
Group Official Initial: Please initial next to the benefits that have been selected by the group.	
Group Official Signature:	
Title: NAY MANALER	
Date: 11-12-W	



Fully Insured Proposal for CITY OF HURON

Rates Effective:

January 1, 2025 - December 31, 2025

Contract Type	Contracts
Employee	20
Employee + Spouse	5
Employee + Child	2
Employee + Children	10
Family	14

SuperMed PPO	Single	Employee + Spouse	Employee + Child	Employee + Children	Family	Total Monthly Premium	Sign Off / Initial
HSA 7500/0 (r22)	\$1,243.57	\$2,729.82	\$2,234.41	\$2,234.41	\$3,720.66	\$117,422.66	MI

Illustrative Summary of Benefits

SuperMed® 7500 w/MMRx (R22)

Health Savings Account Compatible

	Network	Non-Network
Benefits	Membe	er Pays
Benefit Period	January 1 st throu	gh December 31 st
Dependent Age Limit	26—Removal upoi	n End of the Month
Deductible - Single / Family	\$7,500 / \$15,000	\$7,500 / \$15,000
Coinsurance Out-of-Pocket (excludes deductible) - Single / Family	\$0 / \$0	\$7,500 / \$15,000
Maximum Out-of-Pocket - Single / Family ¹	\$7,500 / \$15,000	\$15,000 / \$30,000
Coinsurance	0%	50%
Physician/Office Services		
Physician Office Visit	Coinsurance after deductible	Coinsurance after deductible
Specialist Office Visit	Coinsurance after deductible	Coinsurance after deductible
Urgent Care Office Visit	Coinsurance after deductible	Coinsurance after deductible
Emergency Services		
Emergency Use of an Emergency Room	0% after	deductible
Emergency Services (expenses other than Emergency Room)		deductible
Non-Emergency Use of an Emergency Room	Not c	overed
Routine/Preventive Services ²		
Health Care Reform Benefits	0%	Coinsurance after deductible
Health Care Reform Benefits for Women	0% .	Coinsurance after deductible
All Immunizations	0%	Coinsurance after deductible
Routine Physical Exam (age 21 and over)	0%	Coinsurance after deductible
Routine Marnmogram (one per benefit period)	0%	Coinsurance after deductible
Routine Pap Test (one per benefit period)	0%	Coinsurance after deductible
Routine Lab, Medical Tests, and X-rays	0%	Coinsurance after deductible
Routine Endoscopic Services	0%	Coinsurance after deductible
Well Child Care (to age 21)	~ / /	
Well Child Care Exams, Immunizations and Labs	0%	Coinsurance after deductible
Hearing Exams	0%	Coinsurance after deductible
Vision Exams	0%	Coinsurance after deductible
Lenses	Not covered	
Frames	Not covered	Not covered Not covered
Contacts	Not covered	
	Not covered	Not covered
Outpatient Services		
Allergy Testing and Treatments	Coinsurance after deductible	Coinsurance after deductible
Physical & Occupational Therapies (40 visits per benefit period/combined)	Coinsurance after deductible	Coinsurance after deductible
Speech Therapy (20 visits per benefit period)	Coinsurance after deductible	Coinsurance after deductible
Chiropractic Services (12 visits per benefit period)	Coinsurance after deductible	Coinsurance after deductible
Cardiac Rehabilitation (36 visits per benefit period)	Coinsurance after deductible	Coinsurance after deductible
Surgical Services	Coinsurance after deductible	Coinsurance after deductible
Diagnostic Lab, Medical Tests, and X-rays	Coinsurance after deductible	Coinsurance after deductible
Diagnostic Imaging	Coinsurance after deductible	Coinsurance after deductible
Diagnostic Endoscopic Services	Coinsurance after deductible	Coinsurance after deductible
Inpatient Services		
Institutional Services	Coinsurance after deductible	Coinsurance after deductible
Maternity	Coinsurance after deductible	Coinsurance after deductible
Skilled Nursing Facility (90 days per benefit period)	Coinsurance after deductible	Coinsurance after deductible

	Network	Non-Network	
Additional Services			
Ambulance	Coinsurance after deductible	Coinsurance after deductible	
Autism Spectrum Disorders	Benefits paid are base	d on services rendered	
Diabetic Education and Training	Coinsurance after deductible, unless the service is covered under Health Care Reform Preventive Benefits	Coinsurance after deductible	
Durable Medical Equipment	Coinsurance after deductible	Coinsurance after deductible	
DMEWigs	Not covered	Not covered	
Home Health Care (100 visits per benefit period)	Coinsurance after deductible	Coinsurance after deductible	
Hospice	Coinsurance after deductible	Coinsurance after deductible	
Organ and Tissue Transplants	Coinsurance after deductible	Coinsurance after deductible	
Organ Transplant Services (includes travel, meals, lodging and transportation)	Not covered	Not covered	
Private Duty Nursing (90 days per benefit period)	Coinsurance after deductible Coinsurance after (
Sterilization	Coinsurance after deductible Coinsurance after dedu		
Mental Health & Substance Abuse—Federal Mental Health Parity			
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits		
Outpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits		
Prescription Drug Benefits			
Retail (30-day supply)	Coinsurance after	network deductible	
Home Delivery (90-day supply) (Specialty drugs limited to 30-day supply)	Coinsurance after network deductible		

National Plus Network & Basic Plus Formulary

Select Home Delivery Active Choice

Member must contact Express Scripts to indicate choice to continue to use a retail pharmacy past three refills for prescription drugs available through the home delivery program. Otherwise, members will pay 100% of the allowed amount with no accumulation to deductible or maximum out of pocket.

Specialty Drugs

Drugs and biologicals (specialty drugs and therapeutic injections). Members must use one of our dedicated pharmacies. Special rules apply to oral chemotherapy prescription drugs. The certificate booklet will have more information. Certain specialty drugs are part of a Specialty Prescription Drug Copay Offset program (SaveOnSP Exclusive) where they are considered non-essential health benefits and therefore do not apply to the out-of-pocket maximum. They will also be subject to higher cost-share if the member does not participate in SaveOnSP Exclusive. Once enrolled in the Medical Mutual health plan, call 1-800-683-1074 to enroll in copay assistance, with SaveOnSP monitoring, so that your responsibility could be as low as \$0.

- 1 Network level Out-of-Pocket includes deductible and coinsurance and flat dollar copayments.
- 2 Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations, and other screenings, as provided for in the Patient Protection and Affordable Care Act.

Authorization I have reviewed and agree to the above information. Signature Date I Jag Jacoby

Benefits will be administered by Medical Mutual of Ohio. Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. This document is only a partial listing of benefits. This is not a contract of insurance. Only an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services. In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.



TO: Mayor Tapp and City Council

FROM: Terry Graham

RE: Resolution No. 93-2024 (*submitted by Chief Terry Graham*)

DATE: December 10, 2024

Subject Matter/Background

The Huron Police Department is requesting authorization to apply to the State of Ohio Department of Natura Resources, Division of Watercraft for a Marine Patrol Assistance Grant for the calendar year of 2025. This grant allows for the operation of the Huron Police Department Marine Patrol, covering personnel, including uniforms and other fringe benefits; equipment, both for the boat and personnel; fuel, maintenance, dockage and winter storage for the boat at an estimated cost of \$46,536.97. An amount of \$34,902.73 is being requested from ODNR with a city match of up to \$11,634.24 (at least 25%). These amounts are in line with requests of previous years. A copy of the application is attached hereto as Exhibit 1.

Financial Review

The City annually requests and receives the marine patrol grant of approximately \$40,000-\$50,000, including the City's match. The anticipated match (25%) is \$11,634.24, which is budgeted for 2025. The grant is separately accounted for in a special revenue fund, Fund 225.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Resolution No. 93-2024 is in order.

Resolution No. 93-2024 Appl for Marine Patrol Grant.docx

Resolution No. 93-2024 Exh A Marine Patrol Grant Application for Assistance.docx

Resolution No. 93-2024 Exh B Marine Patrol Grant Estimated Budget.xlsx

RESOLUTION NO. 93-2024 Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WATERCRAFT, FOR A 2025 MARINE PATROL ASSISTANCE GRANT FOR THE HURON POLICE HARBOR PATROL PROGRAM IN THE CITY OF HURON; AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT THE GRANT AWARD IN AN AMOUNT NOT TO EXCEED THIRTY-FOUR THOUSAND NINE HUNDRED TWO AND 73/100 DOLLARS (\$34,902.73) AND ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WATERCRAFT, SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the Ohio Department of Natural Resources ("ODNR"), Division of Watercraft, established the Marine Patrol Assistance Grant to assist Ohio law enforcement agencies who establish or maintain and operate a marine patrol;

WHEREAS, under the grant program, the purpose of a marine patrol is to enforce Chapters 1547 and 1548 of the Ohio Revised Code and the rules adopted under these Chapters, and to provide emergency response to boating accidents that occur on the water. Each marine patrol will serve to protect the lives and property of person participating in recreational boating on the waters of the State of Ohio.

WHEREAS, all grants are awarded based on the potential success and ability of the marine patrol to provide such service to the boating community, and established marine patrols are evaluated on their efforts and achievements from the previous year;

WHEREAS, grants of up to \$35,000 per calendar year may be awarded on a cost-share basis. Applicants must match at least 25% of their total program costs, and the grants may be utilized for the maintenance and operation of vessels, marine equipment, education materials and personnel salaries';

WHEREAS, the Huron Police Department has been successful in its applications for Marine Patrol Assistance Grant funds over the past several years and hopes to continue its Harbor Patrol Program for 2025 using these grant funds.

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

<u>SECTION 1</u>. The City Manager is hereby authorized and directed and authorized to make application for and on behalf of the City of Huron, Ohio with the Ohio Department of Natural Resources, Division of Watercraft, requesting grant funds to maintain and operate the Huron Police Harbor Patrol Program for calendar year 2025.

SECTION 2. If grant funds are awarded, the City Manager is further authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Ohio Department of Natural Resources, Division of Watercraft, for a grant in an amount not to exceed Thirty-Four Thousand Nine Hundred Two and 73/100 Dollars (\$34,902.73) to maintain and operate the Huron Police Harbor Patrol Program at a Total Program Cost not to exceed Forty-Six Thousand Five Hundred Thirty-Six and 97/100 Dollars (\$46,536.97), which includes the City's match obligation of at least 25% of the grant award, and which agreement shall be in substantially the form on file with the Clerk of Council.

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

 $\underline{\text{SECTION 4}}.$ This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:		Monty Tapp, Mayor
ATTEST.	Clerk of Council	
ADOPTED:		





Reminder and Notes

- The Division of Parks and Watercraft will not accept any Application for Assistance and Estimated Budget that is emailed after December 15, 2024. No exceptions shall be made for this deadline.
- 2. Please provide responses in the provided form.
- 3. On the Agency Contacts page, you must include your agency's Entity Name and Unique Entity Identifier (UEI) as it shows in SAM.gov. Most organizations already have a UEI, check with your agency administrators or fiscal staff. The UEI is a tool that the federal government uses to track federal money. Federal funds make up a portion of the Division's assets and are used to fund programs like the MPAGP. Ensure that you allow for your entity's non-sensitive information to be displayed in SAM public search results. Verify that the annual expiration date is late in the calendar year of the grant cycle. Updating the UEI or registering for one can be completed by clicking this link Unique Entity Identifier.
- 4. Any organization (payee) who expects to receive payment from the state of Ohio must register at OhioPays (formerly called the Supplier Portal). Most agencies probably already have a profile set up. Work with your administrators to register or to ensure that your agency profile is current. If your agency's name, address, or any other information has changed recently, your payee profile may also have to be updated. A payee may elect to add Electronic Funds Transfer (EFT) information. Click here OhioPays for more information.
- 5. Click on this link Marine Patrol Grant Opportunities to download the:
 - Application for Assistance (Word document)
 - Estimated Budget (Excel spreadsheet)
- 6. If the above links do not work, see page iii of the MPAGP Guidelines.

Email Application and Estimated Budget to:

ODNR Division of Parks and Watercraft Attn: Cindy Bellar Natural Resources Major Cynthia.Bellar@dnr.ohio.gov (614)265-6504





Request for Assistance

Huron Police Marine Patrol

Name of Agency

is hereby requesting financial assistance from the State of Ohio, Department of Natural Resources, Division of Parks and Watercraft to establish or maintain and operate a marine patrol as provided in Section 1547.67 of the Ohio Revised Code.

Enclosed is the Application for Assistance which includes the following forms: Request for Assistance, Agency Contacts, Marine Patrol Schedule, Agency Information, and Estimated Budget.

Terry Graham, Chief of Police	December 3 rd , 2024
Name of Program Administrator and Title	Date

DocuSign Information

The final Agreement will be sent to the appropriate individuals via DocuSign. If the Resolution or Ordinance specifically states the person(s) who has signature authority for the Agreement, this is who the Agreement will be sent to for signature. Otherwise, the head of the agency or appropriate administrator with signature authority will receive the email containing the Agreement documents. This is an electronic signature process.

Person(s) stated in the agency Resolution or Ordinance as having authority to sign the Agreement:

Matthew Lasko	City Manager	matt.lasko@huronohio.us	(419)433-5000
Name	Title	Email Address	Phone Number
Terry Graham	Chief of Police	terry.graham@huronohio.us	(4190433-4114
Name	Title	Email Address	Phone Number

Name of person(s) to be copied in the email when the Agreement is sent via DocuSign:

John Orzech	Sgt.	<u>John.orzech@huronohio.us</u>	(419)433-4114
Name	Title	Email Address	Phone Number
Keith Lobsinger	Officer	keith.lobsinger@huronohio.us	(419)433-4114
Name	Title	Email Address	Phone Number





Agency Contacts

Huron Police Marine Pa	1101	
4-6400671	County: Erie	
(UEI) Information from SA	AM.GOV:	
City of Huron		01/17/2025
fier Entity Name as it a	ppears in SAM.gov	Expiration
Sheriff, Parks Director, etc.)		
eith Lobsinger		
17 Main Street		
uron, Ohio 44839		
19)433-4114		
eith.lobsinger@hurronohio.	us	
s) or/Official in Charge of the Ma	arine Patrol Program)	
eith Lobsinger		
17 Main St		
uron, Ohio. 44839		
119)433-4114		
119)901-0869		
eith.lobsinger@huronohl	nio.us	
ohn Orzech, Sgt.		
419)433-4114		
ohn.orzech@huronohio.u	ıs	
	City of Huron Entity Name as it a Sheriff, Parks Director, etc.) eith Lobsinger 17 Main Street uron, Ohio 44839 19)433-4114 eith Lobsinger 17 Main St eith Lobsinger@hurronohio. S) or/Official in Charge of the Maleith Lobsinger 17 Main St uron, Ohio. 44839 19)433-4114 19)901-0869 eith.lobsinger@huronohio. chn Orzech, Sgt. 419)433-4114	(UEI) Information from SAM.GOV: City of Huron Fier Entity Name as it appears in SAM.gov Sheriff, Parks Director, etc.) eith Lobsinger 17 Main Street Try

NOTE: Include email address of all contacts you want to be included in the email distribution list. If any changes occur after this has been submitted, please submit a revised copy to:

Cynthia Bollar@d



Marine Patrol Unit Name:

Ohio Department of Natural Resources Division of Parks and Watercraft Marine Patrol Assistance Grant Program Application for Assistance



Marine Patrol Schedule

Huron Police Marine Patrol

on's d a most
summer holiday
n/dd/yyyy).
(d.16)
m/dd/yyyy).
el for use? If yes,
of a private
explain.
•





C. Waterway(s) and Patrol Description/Technique

Please complete the following page regarding your agency's marine patrol schedule. List the waterway(s) your agency will patrol in the left column. Provide anticipated patrol times and patrol description or techniques for each waterway.

	Waterway	Patrol Times	Description/Techniques
1.	Lake Erie within the city Limits, from Sawmill Creek to the east end of Beachwood and Approximately 2 miles north of the shoreline and beyond as requested or needed.	Patrol Times will vary, but will regularly take place between the hours of 8 am and 8 pm, Friday through Sunday and Holidays.	Patrol via provided marine patrol boat with a minimum of two (2) marine patrol certified officers. Patrol locations will fluctuate based on boater/swimmer activity.
2.	Huron River and tributaries from Lake Erie south to the south city Limits and beyond if requested or as needed	Patrol Times will vary, but will regularly take place between the hours of 8 am and 8 pm, Friday through Sunday and Holidays.	Patrol via provided marine patrol boat with a minimum of two (2) marine patrol certified officers. Patrol locations will fluctuate based on boater/swimmer activity.
3.			
4.			
5.			
6.			





7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		





15.		

Agency Information

Α.	Boating	Access	and	Docks
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- 1. 1000 Total number of docks (public, private, & rack storage) within jurisdiction.
- 2. 4 Total numbers of paved boat launch lanes within jurisdiction.

B. Total Surface Acres of Water

- 1. 4000 Total surface acres of water in your jurisdiction that is greater than two feet deep excluding wetlands and swamps. Please provide surface acres, not miles of shoreline square miles, etc.
- 2. New applicants attach a map of the waterways you patrol indicating your jurisdictional boundaries (or, if previously submitted maps have changed)

C. Uniqueness of Area and/or Extenuating Circumstances

Provide a written narrative describing the uniqueness of your jurisdiction, boating area, and/or any extenuating circumstances. This narrative can reflect things that are beyond the agency's control and that influence the outcome of the agency's marine patrol program (i.e., weather, mechanical failures, budget, night/day traffic volume, boater use pattern, special non-marine events, proximity or non-proximity to metropolitan areas, presence of establishments that serve alcohol, amphitheaters, ball parks, navigation hazards, etc.). Attach additional page(s) as necessary.





The waters of Lake Erie within the jurisdiction of the City of Huron include a 3-4 mile stretch of the south shore of Lake Erie. Enforcement authority extends another two miles out from the shoreline, giving this particular portion over 6 square miles of coverage. Nearly the entire length of shoreline includes sandy beaches, the majority of which are private associations or residential. Within this area are two city parks maintained by the Huron Parks and Recreation Department, as well as the mouth of the Huron River. Waters range in depth from a few inches to 35-40 feet. With little or no protection to the north, the shoreline is often ravaged by strong northeasterly winds capable of producing 13-15 foot waves that pound the beaches and waterfront properties. Outdoor recreation is vitally important to the quality of life for Huron residents and guests. The City of Huron is intent on taking the steps necessary to manage our beaches and waterways in a safe, clean, and accessible fashion that we can be proud of. From the mouth of the Huron River, leading into the Huron Harbor and upstream, opportunities for water-related activities are in abundance. Within the corporate limit of Huron exists an approximately one-mile stretch of the Huron River, including the Mudbrook Creek tributary. Although Mudbrook Creek is quite shallow, it is home to roughly 50 residential docks and over 150 marina docks. Huron Harbor is home to commercial freighter traffic going to and from the Ore Dock and Huron Lime Plant. Dredging at the mouth of the river allows for this important activity. There are five boat launch (ramp) facilities in the city and three are privately operated (marinas) with only a seasonal pass being offered. One public-use ramp is also privately owned but does require a small fee for use. The joint venture between the Ohio Department of Natural Resources and the City of Huron to construct a new public use boat launch facility was completed in the fall of 2009 and officially opened in 2010. The added parking, large maneuverability area, and rigging lanes as well as public restrooms make this an attractive facility and have already generated a lot of interest. It has generated a significant increase in boating traffic. There are nine marinas offering a variety of marine services, including four fuel distributors.





There is a hotel, bait shops, and many restaurants within walking distance. In addition to the marinas, the Huron Municipal Boat Basin, and residential locations, the area boasts over 1,000 opportunities for dockage. Huron is home to one of North America's largest water-sport dealers in addition to the many marine related businesses. The Huron River is home to the Huron Yacht Club, a member of the Inter-Lakes Yachting Association, one of the largest on the Great Lakes, and the Municipal Boat Basin. The Basin has a state-ofthe-art boater's wharf facility which was also constructed in cooperation with the Ohio Department of Natural Resources. The Boat Basin amphitheater is the focal point of the Huron Riverfest and Huron Irish Festival and numerous summertime activities and events drawing thousands of tourists and boaters alike. Visiting yacht clubs, power squadrons, private organizations and tourists take advantage of the waterfront location and many amenities afforded. The restaurants and bars within close proximity to the water lead to the potential for alcohol-related incidents. The Division of Watercraft, which has a district office in nearby Sandusky, does not patrol the Huron area on a regular basis. The USCG has a branch stationed Marblehead and has had occasion to respond to the Huron area for water rescues and disabled vessels. The Coast Guard has, for years, recognized the Huron Fire Department rescue boat as a primary response vessel in the area due to the length of time required for them to respond to calls. The Fire Department has a full complement of trained and highly efficient divers. In 2006, the Fire Department took possession of a brand new, state-ofthe-art fire boat. The 26' Boston Whaler we received from the Division of Watercraft in the fall of 2008 had a large impact on our operations this past year. The larger work platform and many of the options on the boat increased our presence and opportunities to respond under conditions we normally would not have been able to. The Huron area had no sustained form of marine enforcement from the early 70's until recently. With some initiative and help from our city Fire Department, we began enforcing boating laws on the water in 1993. At that time, we had a total of 3 police officers who were certified in marine patrol, riding on our fire department boat. As support grew within city government and the community, we were able to secure private donations to build our equipment surplus, purchase specialty uniforms, and continue in a direction we felt was necessary. We have been involved in the Ohio Department of Natural Resources Marine Patrol grant assistance program for many years and clearly believe we are having a positive impact on the boating public. We have made some progress in establishing programs within Huron High School and Huron Safety Town. We have partnered with the local USCG auxiliary in an increasingly popular "Huron Water Safety Day" program for our middle school kids. Our goal is to expand on these opportunities in an effort to educate current and future users of our valuable water-related resources, including Lake Erie and the Huron River. Our marine patrol has grown and the assistance we receive from the Division of Watercraft has enabled all of this to become a reality and we are most grateful. Terrorism awareness and training has become a common topic and shared concern amongst our local leaders. Within the City of Huron's jurisdiction alone, we have water access to some very important infrastructures which, if compromised, could lead to the crippling of a major portion of the north coast. There are three water treatment facilities within the city responsible for supplying water to thousands of residents and businesses. In addition to potential harm to local businesses, the Huron River runs under a major Norfolk and Southern Railway route servicing the majority of the northcentral United States and Canada. The Ohio Turnpike and Ohio State Route 2 are major east-west traffic avenues for interstate commerce, each accessible by the Huron River. With the increased demand on awareness, directly leading to a need for more training, manpower, and resources, we have partnered with local agencies to combat manpower shortages and budget concerns. We are cognizant of the fact that with the intended enjoyment comes the potential for problems. We have carefully built our marine patrol unit to be an asset to the police department and the city. Our intention to continue in the state grant program





D. Boating Rentals and Concessions

4	Total number of public and private facilities that rent watercraft, as defined by Sect	ion
4	1546.01of the ORC, to the public within jurisdiction.	

E. Special Events

List all special events and permits, as defined by Section 1547.20 of the ORC, which will occur or be issued in the marine patrol's jurisdiction. Examples include regattas, fishing tournaments, fireworks, air shows, homeland security details, etc. Attach additional pages as necessary.

Date(s)	Description of Event	Total Hours of Event









F. Commercial Traffic

List the types of commercial traffic that navigate in or through the agency's jurisdiction (i.e., freighter, commercial barge traffic, locks, commercial vessels carrying greater than 6 passengers, seaports, etc.). Attach additional pages as necessary.

Type of Commercial Traffic	Numbers

G. Local ordinances, regulations, laws

Please attach all local ordinances, regulations, laws that your agency would enforce within your jurisdiction. Do not include ORC or OAC that we have on file already.

H. Utilize the provided Excel spreadsheet at Marine Patrol Grant Opportunities for your Estimated Budget. You must submit the Estimated Budget with your Application.

Estimated Budget

Instructions for Application, Estimated Budget and Spreadsheet:

- 1. The Application for Assistance and Estimated Budget must be emailed to the Division no later than December 15.
 - * Email the Excel file and NOT a scanned copy of the spreadsheet. This will allow for a quick check of the formulas and the math.
 - * Enter the name of the preparer, their title and the date.
 - * The maximum grant allowed is \$35,000. Do not exceed this amount in your request.
- 2. This spreadsheet will automatically calculate 25/75 split on each line item expense. Enter the cost per item in the first colum and the quantity in the second colum. The total expense will automatically calculate.
 - * If agency would like to assume entire cost of item, then enter the calculated total expense into the Agency column. Note this will remove the formula in that box. It will also delete the amount in the ODNR column.
 - * If agency would like the entire cost of the item charged to ODNR, then enter the calculated total expense into ODNR column. Note this will remove the formula in that box. You will have to delete the amount in the Agency column.
 - * Total cells in each worksheet/tab are locked.
 - * Most cells on the Totals worksheet (tab) are locked.
- 3. Division of Parks and Watercraft grant funds may not be utilized for salaries, fuel, oil, equipment, maintenance, repairs, training or other expenses resulting from activities outside of the Marine Patrol Assistance Grant Program.
- 4. Division of Parks and Watercraft owned vessels may not be used for activities outside of the the MPAGP without written approval from the Chief of the Division of Parks and Watercraft.
- 5. If an Agency uses its own vessel or a Division owned vessel (if pre-approved) for purposes outside the MPAGP, expenses for the fuel, maintenance and/or repairs are only allowed up up to the amount that is equivalent to the percentage of time the vessel was being used in accordance of this grant. Examples of this include Homeland Security Patrols or patrols funded by other grants.
- 4. A copy of receipts or other proof of expenditure for all expenses in Categories II, III and IV are required to be emailed to the Division at the end of the program year. All original expenditure records must be retained by the agency for a minimum period of three (3) years and are subject to audit.

Email the Application for Assistance and the Estimated Budget: Cindy Bellar, Natural Resources Major Cynthia.Bellar@dnr.ohio.gov



TO: Mayor Tapp and City Council

FROM: Matthew Lasko

RE: Resolution No. 94-2024 (*submitted by Captain Nash*)

DATE: December 10, 2024

Subject Matter/Background

This resolution authorizes the Huron Fire Department's submission of an Assistant to Firefight Grant (AFG) application for potential funding toward equipment replacement.

As submitted by Captain Nash within a legislative request to Administration:

The Huron Fire Department is making application through FEMA's Assistance to Firefighters grant program for funds to replace outdated fire hoses (recommended life span of 15 years). The total cost being requested is \$90,366.00, with the City's 5% cost match being \$4,304.00, leaving a grant request of \$86,062.00. The City's 5% cost match is included in the 2025 Municipal Budget and can be accommodated in the Fire Department Capital Equipment Fund.

Financial Review

There is no financial impact to the budget at this time other than the grant writer fee. If awarded, the Fire Capital Equipment budget will account for the receipt of the grant and purchase of the gear (403-1310). The local match amount of \$4,304 for the grant will be split with the Township. All equipment items are currently on the Fire Department's asset replacement list and are scheduled to be replaced in the coming years.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 94-2024 is in order.

Resolution No. 94-2024 AFG Grant Program.docx Resolution No. 94-2024 Exh 1 AFG Application.pdf

RESOLUTION NO. 94-2024 Introduced by Monty Tapp

A RESOLUTION AUTHORIZING A GRANT APPLICATION SUBMISSION BY THE HURON FIRE DEPARTMENT TO THE ASSISTANCE TO FIREFIGHTER GRANT PROGRAM IN THE AMOUNT OF EIGHTY-SIX THOUSAND SIXTY-TWO AND 00/100 DOLLARS (\$86,062.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT THE GRANT AWARD IN AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND SIXTY-TWO AND 00/100 DOLLARS (\$86,062.00) AND ENTER INTO AN AGREEMENT WITH THE ASSISTANCE TO FIREFIGHTER GRANT PROGRAM, SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, The City of Huron Fire Department desires to utilize funding opportunities available through the Assistance to Firefighter Grant (AFG) Program to obtain potential funding to be used for equipment replacement;

WHEREAS, the City will submit an application to AFG requesting funding for replacement of outdated fire hose(s) at a cost of \$90,366.00, which includes the required 5% local match. The total equipment cost less the 5% local match brings the total funds requested to \$86,062.00; and

WHEREAS, the City staff believes making application for these grant funds is proper and beneficial to the City.

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

<u>SECTION 1</u>. That the City Manager's approval of the submission of an Assistance to Firefighter Grant (AFG) application by the Huron Fire Department for potential grant funding to be used for equipment replacement in the amount of Eighty-Six Thousand Sixty-Two and 00/100 Dollars (\$86,062.00) is hereby authorized.

<u>SECTION 2</u>. That if grant funds are awarded, authorization is given to the City Manager to execute any necessary contract with the Assistance to Firefighter Grant Program to be eligible for funding under the program, accept the grant award of up to Eighty-Six Thousand Sixty-Two and 00/100 Dollars (\$86,062.00), and to obligate the funds required to meet the matching requirements of the program in an amount not to exceed Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00).

SECTION 3: 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 adoption.	4: This Resolution shall be in full	force and effect from and immediately following its
ATTEST:	Clerk of Council	Monty Tapp, Mayor
ADOPTED:		

Assistance to Firefighters Grants Application Checklist

Completing this checklist will help you prepare your Assistance to Firefighters Grant (AFG) application. Collecting this information beforehand will reduce the time and energy needed to complete your application when the next grant cycle opens.

AFG Program Application Checklist Table 1: SAM.gov Profile

SAM.gov Profile		
☐ Is your System for Award Management (SAM) registration current?	□ Yes	□ No
☐ What is the expiration date for your SAM registration?		
☐ Do you know your Unique Entity Identifier (UEI) number issued by SAM?		
\square Has your E-Business point of contact in SAM established your organization in the FEMA		
Grants Outcomes (FEMA GO) System?		
☐ Have you registered in the FEMA GO System?		
Search the SAM.gov website to confirm you UEI number matches your SAM.gov registration. Your expiration date through this search. <u>Click here for help with FEMA GO registration.</u>	ou will also	find

AFG Program Application Checklist Table 2: Applicant Characteristics

Applicant Characteristics				
☐ Applicant type?	 ☐ Fire Department ☐ Nonaffiliated Emergency Medical Service (EMS) ☐ State Fire Training Academy (SFTA) 			
☐ Is this grant application a Regional request?				
If yes, please list all eligible participating partners POC name(s), POC phone number(s), Employer Identification Number for each partner.				
Do you have a Memorandum of Understanding (MOU) with the participating partners? If yes, please upload the MOU with your application.				
Note: Community identification characteristic (e.g., Rural, Urban, Suburban) and the organizational status of the host applicant (e.g., Career, Combination, Volunteer) will be entered and used for the Regional application,				



Applicant Characteristics				
regardless of the composition of the participating partners. For	or additional information on Regional a	applications		
and MOU requirements, please refer to the AFG Program Not	ce of Funding Opportunity.			
☐ What kind of organization do you represent?	☐ All Paid/Career			
What kind of organization do you represent:	□ Volunteer			
	☐ Combination (Majority Career)			
	☐ Combination (Majority Volunteer)			
☐ How many active firefighters does your department have w				
Thow many active menghters does your department have w	no perform menghting duties:			
\square How many of your active firefighters are trained to the leve	of Firefighter I or equivalent?			
☐ Are you requesting training funds in this application to bring	g 100% of your firefighters into compli	ance with		
National Fire Protection Association (NFPA) 1001?				
$\hfill \square$ Which of the following standards does your organization	☐ Meets NFPA or 1582 Standard			
meet regarding physicals? If physicals are not required, do	☐ Meets National Transportation Sa	ıfety Board		
not select any option.	(NSTB) or U.S. Department of Transp	oortation (DOT)		
	standard			
$\hfill\square$ How many members in your department are trained to the		r or		
Emergency Medical Technician (EMT), Advanced EMT, or Para	medic?			
☐ Does your department have a Community Paramedic progr	am?			
☐ How many stations are operated by your department?				
$\hfill\square$ Does your organization protect critical infrastructure of the	state?			
☐ Do you currently report to the National Fire Incident Report	ing System (NFIRS)? You will be requir	ed to report to		
NFIRS for the entire period of the grant. If yes, make note of your Fire Department Identifier (FDID) number.				
☐ Do you offer live fire training?				
AFG Program Application Checklist Table 3: Operating Budg	et			
Operating Budget				
☐ What is your operating budget for the current and two prev	ious fiscal years?			
☐ What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime				
costs, etc.)?				
☐ Does your department have any rainy-day reserves, emerge	ency funds, or capital outlay? If yes, wh	nat is that		
☐ The percentage of your budget derived from: (whole percer	ntage)			
Taxes		% %		

Operating Budget				
Bond issues	%	%	%	
EMS billing	%	%	%	
Grants	%	%	%	
Donations	%	%	%	
Fund drives	%	%	%	
Fee for service	%	%	%	
Other (please explain 'Other' portion of the budget)	%	%	%	
Total percentage must equal 100%	П	I		
Use the information above in your financial narrative. It is important that your application throughout. When breaking down the budget, be sure to account for all funding received		nsistent		
(Budget breakdown should account for 100% of the budget.)				
Financial Need Narrative				
Describe your financial need and how consistent it is with AFG's intent. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.				
This section must be no more than 4,000 characters.				
Click here for additional guidance in developing your narrative.				
☐ Does your organization intend to apply for an Economic Hardship Waiver? Please	☐ Cost Sh	are		
attach your request for a waiver to your application.		nance of	effort	
Guidance for requesting waivers can be found here:				
https://www.fema.gov/sites/default/files/2020-				
04/Eco Hardship Waiver FPS SAFER AFG IB FINAL.pdf				
Other Funding Sources				
☐ This fiscal year, are you receiving federal funding from any other grant program for	□ Yes	□ No		
the same purpose for which you are applying for this grant?				
☐ This fiscal year, are you receiving federal funding from any other grant program regardless of purpose?	□ Yes	□ No		

Applicant and Community Trends

Injuries and fatalities

AFG Program Application Checklist Table 4: Applicant and Community Trends

	e.g., 2023		year e.g., 2021		
☐ What is the total number of fire-related civilian fatalities in your jurisdiction over the past three					
calendar years?					
☐ What is the total number of fire-related civilian					
injuries in your jurisdiction over the past three calend years?	dar				
☐ What is the total number of line-of-duty member					
injuries in your jurisdiction over the past three calend years?	dar				
$\hfill\square$ What is the total number of members with self-					
inflicted fatalities over the past three calendar years'	?				
AFG Program Application Checklist Table 5: Vehicle Inventory					
Vehicle Inventory					
How many vehicles does your organization have in each of the type or class of vehicle listed below?					
You must include vehicles that are leased or on long otherwise currently under contract for purchase or le		-			
Front Line Vehicle: a vehicle that is fully equipped an ready-reserve vehicle). Reserve Vehicle: a vehicle that vehicles that are permanently out of service.					
Vehicle Inventory	Front Line	Reserve	Seated Positions		
List the number of:					
Engines or Pumpers					
Ambulances					
Tankers or Tenders					
Aerial Apparatus					
Brush/Quick Attack					
Rescue Vehicles					
Treadus Vermoies					

Most recent full

calendar year

Previous calendar

year e.g., 2022

A year before the

previous calendar

How many Advanced Life Support response vehicles are in your fleet?			
☐ Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume? If yes, please explain.			

AFG Program Application Checklist Table 6: Community Description

Community Description	
Community Description	
☐ Type of jurisdiction served	
☐ What type of community does your organization serve?	□ Urban
	□ Suburban
	□ Rural
☐ What is the square mileage of your first due response zone/jurisdiction	
served?	
	0/
☐ What percentage of your primary response area is protected by hydrants?	%
☐ What percentage of your primary response area is for the following:	
Agriculture, wild land, open space, or undeveloped properties	%
Commercial/industrial	%
Residential	%
☐ What is the permanent resident population of first-due response area?	
☐ Do you have a seasonal increase in population?	
If yes, what is your seasonal increase in population (number of people)?	
Community Description Narrative	ı
Please describe your organization and/or community that you serve.	
This section must be no more than 4,000 characters.	
Click here for additional guidance in developing your narrative.	

AFG Program Application Checklist Table 7: Call Volume

Call Volume

Please provide the total number of incidents that your organization responded to for each year of the previous three calendar year period. Include only those alarms which your organization was a primary responder and not second due or giving mutual aid.

Call Volume

Note: Each incident must be counted only once regardless of the number of units or agencies that responded to that incident (e.g., a vehicle fire with entrapment and injuries may be counted as a vehicle fire or a rescue call or an EMS call, but not all three).

Summary			
*How many responses per year by category? (Enter whole number(s) only. If you have no calls for any of the categories, enter 0)	Most recent full calendar year e.g., 2023	Previous calendar year e.g., 2022	A year before the previous calendar year e.g., 2021
NFIRS Series 100: Fire			
NFIRS Series 200: Overpressure Rupture, Explosion, Overheat (No Fire)			
NFIRS Series 300: Rescue & Emergency Medical Service Incident			
NFIRS Series 400: Hazardous Condition (No Fire)			
NFIRS Series 500: Service Call			
NFIRS Series 600: Good Intent Call			
NFIRS Series 700: False Alarm & False Call			
NFIRS Series 800: Severe Weather & Natural Disaster			
NFIRS Series 900: Special Incident Type			
Fire	l		
* How many responses per year by category? (Enter whole number(s) only. If you have no calls for any of the categories, Enter 0)	Most recent full calendar year e.g., 2023	Previous calendar year e.g., 2022	A year before the previous calendar year e.g., 2021
Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111- 123)?			
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)?			
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140- 143)?			
What is the total acreage of all vegetation fires? Enter whole numbers only. If you have no vegetation fires, enter 0.			
Rescue and Emergency Medical Se	ervice Incidents		l
* How many responses per year by category? (Enter whole number(s) only. If you have no calls for any of the categories, Enter 0)	Most recent full calendar year e.g., 2023	Previous calendar year e.g., 2022	A year before the previous calendar year e.g., 2021
Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)?			
Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)?			
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)?			
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Call Volume			
How many EMS-BLS Response Calls?			
How many EMS-ALS Response Calls?			
How many EMS-BLS Scheduled Transports?			
How many EMS-ALS Scheduled Transports?			
How many Community Paramedic Response Calls?			
Mutual and Automatic	Aid		
* How many responses per year by category? (Enter whole number(s) only. If you have no calls for any of the categories, enter 0)	Most recent full calendar year e.g., 2023	Previous calendar year e.g., 2022	A year before the previous calendar year e.g., 2021
How many times did your organization receive mutual aid?			3,
How many times did your organization receive automatic aid?			
How many times did your organization provide mutual aid?			
How many times did your organization provide automatic aid?			
Of the Mutual and Automatic Aid responses, how many were structure fires?			

AFG Program Application Checklist Table 8: Grant Request Details					
Grant Request Details					
☐ Are you requesting a Micro Grant? A Micro Grant is limited to \$50,000 in federal resources.	☐ Yes	□ No			
☐ Add Activity to Request Details	☐ Equipment				
	☐ Modify Facilities				
	☐ Personal Protective Equ	ipment (PPE)			
	☐ Training				
	☐ Wellness and Fitness				
	☐ Grant Writer Fee				
	☐ Vehicle Acquisition				
Please note that Fire Department and nonaffiliated EMS applicants (Equipment, PPE, Modify Facilities, Wellness and Fitness, and Train a separate application. The number of applications that can be subbased on the type of applicant/application selected. Please refer to	ing) and that wish to apply to mitted in the same applicat	for a vehicle must start tion cycle is limited			

Grant Request Details			
☐ Add Narratives to the Selected Activity	☐ Project Description and Budget Narrative		
Note: each narrative section must be no more than 4,000	☐ Cost Benefit Narrative		
characters.	☐ Statement of Effect on Operations Narrative		
Click here for additional guidance in developing your narrative.			
☐ Add Item(s) to Selected Activity	Select items based on Activity (add quantity, unit price, budget class and description of item		
	requested). Please see examples of questions		
	below.		
☐ Answer additional questions based on Activity/item selected	Additional questions vary based on the item and		
	activity selected. Please see examples of questions below.		

AFG Program Application Checklist: Examples of Additional Questions Based on Selected Activity Additional Questions Table 1: Equipment Activity

Equipment Activity				
1. Add Item to Equipment Activity				
Add quantity, unit price, budget category and des	scription of the item.			
What is the purpose of this request?	☐ Obtain equipment to achieve minimu deployment standards for existing missi	•	l and	
	☐ Replace noncompliant equipment to	current stanc	lard	
	☐ Obtain equipment for new mission			
	☐ Upgrade technology to current standa	ard		
☐ Will the equipment being requested bring the organization into voluntary compliance ☐			□ No	
with a national standard? In your narrative state	ment, please explain how this			
equipment will bring the organization into volunt	ary compliance.			
☐ At what level of service will this equipment be	used if awarded this grant?	Select appropriate		
		option		
☐ Is your department trained in the proper use of the equipment being requested?			□ No	
☐ Are you requesting funding to be trained for this item(s)? (Funding for requested			□ No	
training should be requested as additional funding	ng.)			
☐ If you are not requesting training funds through this application, will you obtain		□ Yes	□ No	
training for this equipment through other source	s?			

Additional Questions Table 2: Modify Facilities Activity

Modify Facilities Activity				
1. Add Project to Modify Facilities Activity			Facility	
Note: Additional Funding project must complement the Facility pro Additional Funding only.	eject. Do not select	☐ Additional Funding		
Facility Identification				
Does this facility have a fire alarm system?			Yes	□ No
Does this facility have a fire sprinkler system?			Yes	□ No
Does this facility have a diesel/smoke removal system?			Yes	□ No
$\hfill\square$ When did the last major renovation to this facility occur? Please	enter date built if no	•	М	M/DD/YYYY
renovations have occurred.				
2. Add Item to the selected Project	☐ Air Quality System(s	5)	·	
	☐ Generator(s) (fixed/	'prin	nary/bac	kup)
	☐ Source Capture Exh	aus	t System	(s)
	☐ Sprinkler System(s)			
	☐ Smoke/Carbon Moi	noxio	de/Alarm	System(s)
☐ What is the square footage of the area that your modification will directly affect?				
☐ Does the facility you wish to modify have a drive-through bay?			Yes	□ No
$\hfill\square$ What is the age of the facility that is being modified?				
☐ What type of facility will be modified?	☐ Station with sleepin marine fire facilities)	g qu	uarters (t	o include
	☐ Station without slee	ping	g quarter	S
	☐ Training facilities			
	☐ Dispatch, administr storage	ative	e, mainte	enance,
☐ What is the level of occupancy for the facility you wish to	☐ Full-Time (24/7)			
modify?	☐ Part-Time (daily, bu	t not	24/7)	
Note: The occupancy is defined by the number of hours the facility is used within a single 24-hour time period.	☐ Occasional			
If requesting Source Capture Exhaust System:	1		Yes	□ No
$\hfill\square$ Will the installation of this unit upgrade, replace, or refurbish an place?	existing system in			

Additional Questions Table 3: PPE Activity

PPE Activity					
1. Add Item to PPE					
Add quantity, unit price, budget category, and desc	cription of the item				
☐ What is the purpose of this request?	☐ Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (Self-Contained Breathing Apparatus [SCBA]). This includes replacing out of service PPE-Turnout Gear and SCBA.			ted [SCBA]).	
	☐ Replace in-service or in-use damage PPE/SCBA to meet current standard.	ed/ι	unsafe/u	nrep	airable
	☐ Replace in-service/in-use/expired/ito current standard.	nond	complian	t PPI	E/SCBA
	☐ Replace PPE and SCBA to upgrade	tech	nology		
Are you requesting for members that currently do r PPE only)	not have above-mentioned item? (for		Yes		No
Is your department trained in the proper use of the	PPE/SCBA being requested?		Yes		No
Are you requesting funding for training for this PPE	/SCBA?		Yes		No
If you are not requesting training funds through this application, will you obtain training for this PPE/SCBA through other sources?			Yes		No
How many of your on-duty active members current NFPA and Occupational Safety and Health Adminis many of your seated riding positions currently have	tration (OSHA) standards? Or how				
☐ When requesting PPE (any PPE other than SCBA), what are the ages of your PPE in years?			# of	item	S
	1				
	2				
	3				
	4				
	5				
	6				
	7				
	8				
	9				
	10				
	11				
	12				

PPE Activity				
		13		
		14		
		15		
		16		
		17		
		18		
		19		
		20		
		21		
	22			
	23			
		24		
	25	or older		
When requesting SCBA, to which edition(s) of the	NFPA standard ar	e your SCBA compl	iant?	
Year	Current	t Inventory	Being R	eplaced
	SCBA Cylinder		SCBA	Cylinder
2018 Edition				
2013 Edition				
2007 Edition and older				
Obsolete/non-compliant				

Additional Questions Table 4: Training Activity

Training Activity				
1. Add Project to the Training Activity				
Provide a detailed description of the training progra	am you selected.			
Generally, this program can best be categorized	☐ Training that is evaluated using national or state standards			
as:	☐ Training that does not result in certification			
How many personnel will be trained by this program	m?			
Generally, the training program provided under this grant will:	☐ Bring your department into compliance with recommended NFPA or other national standards			
	☐ Bring your department info compliance with mandates from national, state, or local training requirements			
	☐ Address an identified risk for your department or community			

Training Activity							
Will this training enhance your ability to pe	Will this training enhance your ability to perform mutual aid? ☐ Yes ☐ No						
Will this training include members from oth EMS organizations?	ner fire o	lepartments and/	or nonaffiliated		Yes		No
Will this training be:		☐ Instructor-led					
		☐ Self-directed/	test-validated				
		☐ None of the a	bove				
2. Add Item to the selected Training Project	t						
Enter quantity, unit price, budget category,	and des	scription					
Additional Questions Table 5: Wellness an	d Fitnes	s Activity					
Wellness and Fitness Activity							
1. Add Project to Wellness and Fitness Activi	ty						
Note: Applicants that have some of the Primissing Priority 1 programs before applying Please refer to the AFG funding notice for a	g for fun	ds for any additio	* * *		•		ctivity.
	-	our organization tly offer this ?	Will this program be mandatory?		Will this offered		
Initial Physical Exam	☐ Yes	6	□ Yes		□ Yes		
	□ No		□ No		□ No		
Job-Related Immunization Program	☐ Yes	6	□ Yes		□ Yes		
	□ No		□ No		□ No		
Periodic Physical Exam/Health Screening	☐ Yes	6	□ Yes		□ Yes		
	□ No		□ No		□ No		
Behavioral Health NFPA 1500 or	☐ Yes	6	□ Yes		☐ Yes		
equivalent	□ No		□ No		□ No		
Cancer Screening Program/Equipment	☐ Yes	6	□ Yes		□ Yes		
	□ No		□ No		□ No		
2. Add item to the selected Project	•						
Enter quantity, unit price, budget class, and	d descri	otion					

Additional Questions Table 6: Vehicle Acquisition Activity

Vehicle Acquisition Activity					
1. Add Item to Vehicle Acq					
Enter quantity, unit price, I	oudget class, and description				
If applying for more than o sections and questions.	ne vehicle, please select 'Add item	to vehicle acquisitio	n' again for sep	arate narrative	
If Additional Funding for the description.	ne vehicle acquisition is needed, ple	ase use '+Add cost'	link located ab	ove vehicle	
Please provide the model	year, pumping capacity, and carrying	g capacity for each v	ehicle within yo	our organization's	
inventory. The list of vehicl trends section of the appli	les will be prepopulated based on yo cation.	our inputs to the App	olicant and Com	munity	
Vehicle Type or Class	Model Year (e.g., 2002)	Pumping Capacity (GPM)	Carrying Cap	pacity (gallons)	
Add Item to Vehicle Acquis	sition Activity				
Is the vehicle you propose	to buy:	☐ Replacement of	an existing apparatus		
□ New purchase					
Do you have a driver-traini	□ No				
Are you requesting funding for training specific to the vehicle acquisition?				□ No	
If awarded, will you develo	p and/or enforce standard operatin	g	☐ Yes	□ No	
policies/procedures that re	equire: 1) all occupants to use seath	oelts, 2) all drivers			
	s must adhere to all traffic signs, sig	gnals, and state			
traffic regulations?					
Will this vehicle be used or	n Automatic and/or Mutual Aid?	☐ Automatic Aid			
		☐ Mutual Aid			
□ Both					
□ None					
☐ How many vehicles of this type or class in your fleet were manufactured prior to 2002?					
If applying for fire apparatus, was the vehicle you are requesting to replace built before the				□ Yes	
applicable NFPA vehicle standard from 1992?			□ No		



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

RE: Resolution No. 95-2024 (*submitted by Stuart Hamilton*)

DATE: December 10, 2024

Subject Matter/Background

2025 brings around a change in the contract type that we operate with OHM. There will be a minimum billable amount in the agreement of \$51,000 for dedicated "Larry time". The additional \$34,000 requested, would be on an as needed basis. This will bring the overall not to exceed amount to \$85,000.

Financial Review

The costs for this contract are included in the 2025 Budget.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 95-2024 is in order.

Resolution No. 95-2024 OHM 2025 AEP Contract (1).docx Resolution No. 95-2024 Exh A OHM Contract 2025.pdf

RESOLUTION NO. 95-2024 Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO A PROFESSIONAL AEP SERVICES CONTRACT WITH OHM ADVISORS FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES PROVIDED TO THE CITY OF HURON AT A COST NOT TO EXCEED EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$85,000.00) FOR THE CONTRACT TERM JANUARY 1, 2025 THROUGH DECEMBER 31, 2025

WHEREAS, the City desires to enter into a contract with OHM Advisors for a one-year term beginning on January 1, 2025 and expiring on December 31, 2025.

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

<u>SECTION 1</u>. That the City Manager is authorized and directed to accept the proposal and enter into a Professional AEP Services Contract with OHM Advisors for the provision of general engineering services to the City of Huron for the period of January 1, 2025 through December 31, 2025 in an amount not to exceed Eighty-Five Thousand and 00/100 Dollars (\$85,000.00), which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

		Monty Tapp, Mayor
ATTEST:	Clerk of Council	
ADOPTED:	OCEROI COUNCII	



RE: City of Huron - Professional AEP Services

Contract: 2025, 2026 Proposal # 24194

The following scope of services, price proposal, and schedule of services represent our understanding of the needs of the Municipality, based upon prior discussions, meetings, and/or additional information made available at the time of this proposal. We look forward to our role in your community.

Identification		. 1
	Municipal Engineering Services	
	General Services (AEP) (If Authorized)	
Task #3	Project Services (AEP)	. 3
Task #4	Private Sector Development	. 3
Contract Terr	n	. 6
Termination (Clause	.6
Terms and Co	onditions	. 6
Authorization	1	.6

Identification

The parties of the Agreement shall be referred to within this document as follows:

- "Municipality" shall refer to the City of Huron, Erie County, Ohio
- "OHM" shall refer to Orchard, Hiltz & McCliment, Inc., dba OHM Advisors



Task #1 Municipal Engineering Services

Overview:

- OHM will provide a Professional Engineer, registered in the State of Ohio, as well as an Engineering Rep. to the Municipality for the purposes of performing the City Engineer duties, as requested per City Ordinance and also in accordance with the <u>Scope of Services</u> and <u>Fee for Services</u> listed below.
 - OHM shall perform these services as a private Consultant.
 - OHM is not a "Public Official" or "Public Employee", nor does OHM have any supervisory control over any Municipality staff.
 - OHM shall report directly to the Service Director, who will act in the role of Manager for OHM.

Scope of Services:

Service Director may request OHM for the following services on a time and materials basis:

- Includes requirements of the City Engineer duties as per City ordinance.
- Provide technical support to the Service Director, Council, and Administration on all engineeringrelated issues involving Municipality.
- Provide a report to the City Manager
- Coordinate with County, Regional, State, and Federal Agencies on all engineering-related issues involving Municipality.
- Attend Council, Committee, Planning, Zoning, BZA, and other Special meetings, at the request of Municipality.
- Assist City with 5-Year CIP for Municipality-owned Infrastructure
- Develop Sketches, Cost Estimates, & Funding Sources
- Coordinate with Funding Agencies regularly to support the CIP
 - Prepare and submit funding applications to support the goals of the Municipality's CIP
 - Apply for Grants & Low Interest loans from various County, State, Federal and Regional Agencies. Includes Application, Research, Concept Plan, Cost Estimate, etc.
- Provide assistance and support for the EPA MS4 Stormwater Program
- Perform General Inspections and Project Management
- 12 Hours per week @ 50 weeks/year is anticipated to provide these services

<u>Task #2 General Services (AEP) (If Authorized)</u>

Overview:

General Services (AEP) allows the Municipality to request services not included in Task #1 that may utilize OHM Advisors(or Engineering Rep) for various projects and/or tasks associated with architectural, engineering, planning, and construction.

Scope of Services:

- At the request of the Municipality, OHM may be requested to prepare a scope of services and fee for the specific work requested by Municipality.
- Upon authorization by the Municipality, OHM shall perform services in accordance with the scope, schedule, and budget proposed.



Task #3 Project Services (AEP)

Overview:

- Project Services (AEP) allows the Municipality to contract with OHM for specific additional services that may utilize OHM Advisorsfor various projects and/or tasks associated with architectural, engineering, planning, and construction.
- o Task #3 may include services limited to those projects/tasks less than \$50,000.
- O The Municipality shall follow its own selection process to contract with OHM for these services, or, in the alternative, may follow the QBS process to determine if OHM is the most qualified, to perform professional services for the specified contract that are more than \$50,000.

<u>Scope of Services</u>:

- At the request of the Municipality, OHM shall prepare a scope of services and fee for the specific work requested by Municipality.
- O Upon authorization by the Municipality, OHM shall perform services in accordance with the scope, schedule, and budget proposed.

Task #4 Private Sector Development

• Overview:

- This task has been provided in the proposal to allow the Municipality to hire OHM to perform plan review and construction inspection on private sector development projects within Municipality.
 - For Conflict of Interest reasons, OHM shall not perform services for private sector developments within Municipality.
- OHM will utilize the Professional Review Account (PRA) Program to provide professional services representation on behalf of Municipality, for Private Sector Development Projects.
- o Professional Review Account (PRA) Program Overview:
 - OHM shall work with the Municipality to setup the PRA Account.
 - On behalf of the Municipality OHM shall:
 - Request an initial deposit to the PRA Account by the Developer/Owner/Representative
 - Request additional deposits to the PRA Account, throughout the duration of the project, as necessitated by project costs.
 - Grant no approvals until all requested deposits are made.
 - The cost of the PRA services shall be tracked and itemized for invoicing to Municipality.
 - Municipality shall pay OHM for such services via the PRA Account deposits.
 - In the event that Deposits are not received in a timely manner, Municipality and OHM shall work cooperatively to seek deposits via other means, including direct communications regarding past due deposits, stopping work on the project, collections, etc.

• Scope of Services:

- On behalf of the Municipality OHM shall:
 - Review construction plans, plats, easements, surveys, etc., required for the construction of new developments, utilities, building additions, etc., in accordance with Local Ordinances.
 - Provide construction administration services, including pre-construction meetings, shop drawing review, progress meetings, punch-list items, etc.
 - Provide construction inspection and testing services to verify that the public infrastructure is being constructed to Municipality standards.
 - Coordinate with the bonding companies and financial institutions to guarantee the proper completion of all construction.



- PRA service shall apply to infrastructure improvements within public right of way unless otherwise determined by the municipality.
- o This deposit-based system (PRA) assures that the Developer/Owner/Representative pays in advance for all professional services reviews. Since all fees should be paid via the PRA Account, there should be no net cost to the Municipality.



Executive Summary of Tasks:

Task #1: This includes the Engineering Rep role and the scope of services outlined in this proposal. 12 hours per week (average) @ (50 weeks/year) is anticipated to provide these services. OHM shall invoice monthly, in accordance with Fee Table 1 below.

Task #2: Tasks performed on a time and material/hourly basis may include PIC, City Engineer, and other OHM services. OHM shall invoice monthly based on performing Task #2 in accordance with the Fee Schedule as shown in Fee Table 1 below.

Task #3: This requires scope and fee for those small tasks and small projects (under \$50k). Or may require a qualifications submittal for projects with budgets more than \$100K. OHM shall invoice monthly for work completed, in accordance with OHM standard billing rates.

Task #4: This task provides for professional plan review and construction engineering services for Private Sector Developments within the Municipality utilizing the Professional Review Account (PRA) program. OHM shall invoice monthly, for work completed on Private Sector Development task(s), in accordance with OHM standard billing rates.

Fee Table 1

Task	Description	2025	2026	
Task #1	Municipal Engineering Services	\$4,250 monthly \$51,000 annually	\$4,375 monthly \$52,500 annually	
Task #2	General Services (If Authorized)	Billing Rates Table * (max. budget - \$50,000)	Billing Rates Table * (max. budget - \$50,000)	
Task #3	Project Services (AEP)	Specific Contract for each Project (Separate Approval Required)	Specific Contract for each Project (Separate Approval Required)	
Task #4	Private Sector Developments (Professional Review Account) PRA	Specific Contract for each Project (Separate Approval Required)	Specific Contract for each Project (Separate Approval Required)	

* Billing Rate Table (Task #2)

	2025	2026
Principal	160	165
Professional Engineer	125	129
Graduate Engineer	116	120
Technician	90	93
Professional Surveyor	128	132
Surveyor	106	109
Architect/Landscape Architect	116	120
Planner	128	132

City of Huron December 5, 2024 Page 6 of 6



Contract Term

Contract Term shall be for two (2) consecutive calendar years, commencing on January 1, 2025 and terminating on December 31, 2026 with legislative renewal for calendar year 2026.

Termination Clause

Upon 90 days advance written notice, either contracted party (Municipality or OHM), may request termination of the contract. The termination date shall be the last day of any month, a minimum of 90 days from the date of written notice. The timeframe shown in this Termination Clause shall take precedent and override the timeframe shown in the Terms and Conditions. All contract requirements and payment requirements shall apply through the final date of termination.

Terms and Conditions

The Terms and Conditions contained in the Annual Engineering contract per resolution number 118-2022 shall also apply to this contract.

Authorization		
OHM Advisors	City of Huron	
Toull Robble		
Russ Critelli, PE	Name	Date
Principal	Approved as to form	:
	Name	Date

TERMS & CONDITIONS



- 1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
- 2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
- PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
- 4. <u>PERIOD OF SERVICE</u>. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
- 5. <u>COMPENSATION</u>. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
- 6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
- 7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
- 8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.

- 9. <u>LIMIT OF LIABILITY</u>. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
- 10. <u>ASSIGNMENT</u>. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
- 11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
- 12. <u>GOVERNING LAW</u>. The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
- 13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
- 14. <u>CERTIFICATIONS</u>. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
- 15. <u>TERMINATION</u>. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
- 16. <u>RIGHT TO SUSPEND SERVICES</u>. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
- 17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

- 18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
- 19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 20. <u>CONSTRUCTION OBSERVATION</u>. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
- 21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for

consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

- 22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
- 23. <u>WAIVER OF SUBROGATION</u>. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
- 24. <u>THIRD PARTIES</u>. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
- 25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
- 26. <u>DISPUTE RESOLUTION</u>. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



TO: Mayor Tapp and City Council

FROM: Edward Widman

RE: Resolution No. 96-2024 (*submitted by Ed Widman*)

DATE: December 10, 2024

Subject Matter/Background

Resolution No. 96-2024 requests the Council's authorization to pay the full Bureau of Worker's Compensation premium for the City for the policy period beginning January 1, 2025 and ending on January 1, 2026 in the amount of \$61,080.00. While the City has the option of making monthly payment, the City will receive a 2% premium refund (\$1.221.60) for making an early payment on or before January 1, 2025 of the full premium. This premium is approximately 19.4% higher than last year's annual premium (including February True-up) of \$51,020.

Premium History

2020 - \$48,634

2021 - \$45,303

2022 - \$51,092

2023 - \$53,280

2024 - \$51,152 (does not include February True-Up)

Financial Review

The 2025 premium payment of \$61,080.00 will be proportionately allocated amongst applicable City funds with eligible payroll expenditures, as budgeted for 2025. Any rebates or dividends received from BWC during the year will be receipted into these funds, as well. The majority of the premium is expensed to the General Fund.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion placing Resolution No. 96-2024 on its first reading is in order.

Resolution No. 96-2024 BWC Premium 2025 (1).docx Resolution No. 96-2024 Exh A BWC 2025 Premium.pdf

RESOLUTION NO. 96-2024 Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER TO MAKE AN ANNUAL PREMIUM PAYMENT TO THE BUREAU OF WORKERS COMPENSATION FOR THE POLICY PERIOD JANUARY 1, 2025 THROUGH JANUARY 1, 2026 IN AN AMOUNT NOT TO EXCEED SIXTY-ONE THOUSAND EIGHTY AND 00/100 DOLLARS (\$61,080.00)

WHEREAS, the City Manager has recommended payment of the full annual premium to the Bureau of Workers Compensation for the policy period January 1, 2025 through January 1, 2026 in the amount of Sixty-One Thousand Eighty and 00/100 Dollars (\$61,080.00),

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

<u>SECTION 1</u>. That the City Manager is authorized and directed to pay the full premium payment to the Bureau of Worker's Compensation for the policy period of January 1, 2025 through January 1, 2026 in the amount of Sixty-One Thousand Eighty and 00/100 Dollars (\$61,080.00); a copy of the annual premium installment schedule is attached hereto as Exhibit "A".

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

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

ATTECT	Monty Tapp, Mayor
ATTEST:	
Clerk of Council	
ADOPTED:	



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

Due date: 12/23/2024 Invoice date: 11/29/2024 Invoice number: 1020070235

Important - please read!

Your policy will lapse and penalties will be billed if installments are

not paid timely and in full.

Policy number: 32205102 Coverage status: Active

#BWNFVSQ

HURON 417 MAIN ST HURON OH 44839-1652

The due date shown only applies to items billed in the current billing cycle.

Prior balance – May Be Overdue	\$0.00
Current billing	\$61,080.00
Payments/credits	\$0.00
Amount due	\$61,080.00

Current billing cycle

Bill date	Description	Period dates	Amount
11/29/2024	Installment	01/01/2025 - 01/01/2026	\$61,080.00
-			

Please refer to the back of the invoice for additional information.

Pay online at www.bwc.ohio.gov or detach and return bottom portion with your payment.

Insured name: HURON

Policy number	32205102
Invoice number	1020070235
Due date	12/23/2024
Amount due	\$61,080.00
Amount enclosed	

Mail payment to: Ohio Bureau of Workers' Compensation P.O. Box 89492 Cleveland, Ohio 44101-6492

Make your checks payable to the Ohio Bureau of Workers' Compensation. Include a policy number on all checks, and be sure to include this remittance with your payment. Do not staple your check to the remittance.



Important information

Due date – The due date does NOT apply to prior balances. Refer to your past invoices to determine when BWC billed prior balances. The due date on that invoice applies to the prior balance. If you do not pay your premium by the due date, your coverage will lapse. You may also incur late payment penalties. Failure to pay the balance due may result in further action. In addition, you may impact your coverage, your acceptance into alternative rating programs or your ability to qualify for self-insurance.

Account balance description

Prior balance - Balance from a prior invoice.

Charges - Amount billed during the current billing cycle.

Payments/credits - Amount credited during the current billing cycle.

Total balance - Amount due or credit BWC will refund.

BWC - Amount owed to BWC excluding amounts certified to the Office of the Attorney General or disputed.

Attorney General (AG) – BWC forwards balances not paid by the due date to the AG for collection. Contact the AG at 1-888-246-0688 to discuss amounts certified to the AG for collection.

Disputed – Amount disputed by the employer or employer representative.

Financial transaction description

Installment – Premium and assessments due for a specific reporting period. Installments also reflect changes in premiums related to rating plan participation, payroll changes, claim cost changes or other events that update an employer's experience modifier.

Audit True-Up - Bill or credit generated when an employer provides actual payroll to BWC for a policy period.

Audit - Bill or credit generated as the result of a premium audit.

No Coverage Penalty – Penalty assessed for the period an employer operated prior to the effective date of coverage.

Non-Compliance Claim - Billing related to claims occurring when coverage was not in force.

Payroll Report - Total premium and assessments due for a specific non-prospective reporting period.

Coverage Status

Active - BWC insurance coverage in force

Combined - BWC policy transferred to a successor policy

Canceled - BWC insurance coverage canceled

Lapsed - BWC insurance coverage not in force due to non-payment or underpayment

No coverage - Employer has not filed for BWC insurance coverage or BWC insurance is not in force

Reinstated - BWC insurance coverage in force after a period of coverage lapse

Policy updates

Notify us of policy updates by:

- Visiting www.bwc.ohio.gov and clicking on Employers, then Demographic information;
- Completing a Notification of Policy Update (U-117) or Notification of Business Acquisition/Merger/ Purchase/Sale (U-118);
- Calling 1-800-644-6292. We use an automated system to process invoices. Therefore, we cannot address questions or updates written on your invoice.

Finance 500A Page 2 of 2



TO: Mayor Tapp and City Council FROM: Terri Welkener, Clerk of Council

RE: Resolution No. 97-2024 (presented by Ed Widman)

DATE: December 10, 2024

Subject Matter/Background

In 2021, the Administration received Council approval for a multi-year dental insurance program through TruAssure Insurance Company. TruAssure provided the same level of coverage for 2024 with no increase ir premium. Resolution No. 97-2024 seeks Council's authorization of an Agreement with TruAssure Insurance Company locking in new rates for 2025, which reflects a 5.2% increase over the quoted rates for 2024.

Estimated 12-month renewal rate for 2025 is \$41,340.74.

Financial Review

The City's healthcare fund (fund 703) will continue to support the dental premiums for eligible full-time employees. The City's historical annual cost for these plans are as follows:

Dental

- 2020 = \$39,120
- 2021 = \$41,659
- 2022 = \$40,524
- 2023 = \$40,134
- 2024 = \$41,000 (estimated)

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. 97-2024 is in order.

Resolution No. 97-2024 TruAssure Dental Premium 2025 (2).doc Resolution No. 97-2024 Exh A TruAssure Dental 2025 Renewal.pdf

RESOLUTION NO. 97-2024 Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER'S ACCEPTANCE OF THE PROPOSAL AND ENTERING INTO AN AGREEMENT WITH TRUASSURE INSURANCE COMPANY FOR THE PROVISION OF 2025 DENTAL INSURANCE COVERAGE

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

SECTION 1. That the City Manager is hereby authorized to accept the proposal and enter into an agreement with TruAssure Insurance Company for the provision of 2025 dental insurance coverage, which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of 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.RC. §121.22 of the Revised Code.

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

		Monty Tapp, Mayor
ATTEST:		_
	Clerk of Council	
ADOPTED:		



Dental Benefits Renewal PRESENTED TO

City of Huron

Effective Date January 1, 2025

Renewal letter	2
Current plan design	3
Claims/premium experience	4
Renewal claim calculation	5
Proposed renewal	6
Underwriting considerations	6
Renewal acceptance	7

Proposal Date October 1, 2024

Linda Remington

Account Manager

630-718-4781

Iremington@truassure.com

TruAssure
Insurance Company
111 Shuman Boulevard
Naperville, Illinois 60563

Your TruAssure Dental Plan Renewal

Renewal Package for City of Huron

Enclosed is TruAssure's renewal package for City of Huron, TAIC Group #20092. It includes your renewal rates and underwriting assumptions.

I welcome the opportunity to review this information with you. If you have questions or would like to discuss your renewal, please contact me.

If you have no questions once you have reviewed this renewal package, please sign and return the signature page to us. If we do not receive this notification from you at least 30 days prior to your renewal date, we will assume you agree to the proposed rates and renew your current dental plan with the rates included in this renewal package.

Non-Benefit Eligible Employees

At TruAssure, we strive to help your employees keep their teeth as healthy as possible. Good oral health is a vital part of overall well-being. For non-benefit eligible employees, TruAssure offers dental plans for individuals and their families. Please see the enclosed brochure or visit **www.truassure.com** for more details on our individual product offerings.

Reminder For Your Employees

Employees can view their benefit information online through the Member Portal at truassure.com.

TruAssure offers our members access to one of the largest dental networks nationwide through the DenteMax Plus dental network, which includes participating dentists from the DenteMax, United Concordia and Connection dental networks. With more than 360,000 dentist locations nationwide, we make it easy for members to find a network dentist. On average, members can save 20 to 40 percent on dental treatment with a network dentist.

Oral Health is Important to Overall Health

Visit **truassureblog.com/library** to find oral health resources that can answer your oral health questions and offer information to help ensure a lifetime of healthy smiles.

Thank you for choosing TruAssure Insurance Company for your dental benefit needs. The TruAssure team truly values your business and hopes to provide your employees with dental benefits for many years to come. We are dedicated to providing your employees with the coverage they need to maintain good oral health, and we are committed to delivering excellent customer service and a hassle-free experience.

2



Current Plan Design Summary for City of Huron

20092	In-Network	Out-of-Network
Annual Maximum Limit	\$1,000	\$1,000
Individual Deductible	\$25	\$25
Family Deductible	\$75	\$75
Preventive Services (Coverage A) Exams (three per benefit year) Emergency exams Cleanings (three per benefit year) Bitewing x-rays Full-mouth x-rays Fluoride treatment Space maintainers Sealants	Plan Pays 100% (Deductible does not apply)	Plan Pays 100% (Deductible does not apply)
Basic Services (Coverage B) Palliative treatment Fillings (posterior composites covered) Oral surgery - Simple extractions Oral surgery - Surgical extractions Oral surgery - All other General Anesthesia Periodontics (Gum disease treatment) Endodontics (Root canals)	Plan Pays 80% (Deductible applies)	Plan Pays 80% (Deductible applies)
Major Services (Coverage C) Denture relines and rebases; adjustments Repairs to dentures, crowns and bridges Crowns, onlays, post and core Complete and partial dentures Fixed bridge work Implants	Plan Pays 50% (Deductible applies)	Plan Pays 50% (Deductible applies)
Orthodontics (Coverage D) Dependent children eligible to age 19 Full-time students eligible to age 19 Adults are eligible for coverage	Plan Pays 50% (Deductible does not apply)	Plan Pays 50% (Deductible does not apply)
Orthodontics Lifetime Maximum	\$1,500	\$1,500

Your TruAssure group dental plan is offered in association with the DenteMax Plus dental network arrangement, which includes participating dentists from the DenteMax, United Concordia and Connection dental networks. DenteMax Plus dentists accept new patients. In-network services are paid off the PPO fee schedule. Out-of-network services are based on the 90th R&C percentile of reasonable and customary fees (90th R&C).

The information on this sheet is a brief summary of your dental plan and the services it covers. There are some limitations on the expenses for which your dental plan pays. If you have specific questions regarding benefit coverage, limitations, exclusions, or non-covered services, please refer to your certificate of coverage/dental benefit booklet or contact TruAssure.



Renewal Claims/Premium Experience

Prior Period

Month/ Year	EE	EE+S	EE+C	FAM	Total	Number of Claims	Paid Claims	Earned Premium	Earned Loss Ratio
Oct-22	21	2	11	17	51	15	\$2,235.27	\$3,434.44	65.1%
Nov-22	21	2	11	17	51	26	\$3,915.40	\$3,434.44	114.0%
Dec-22	20	2	11	17	50	10	\$1,903.04	\$3,407.12	55.9%
Jan-23	22	2	11	16	51	5	\$649.00	\$3,348.25	19.4%
Feb-23	22	2	11	16	51	14	\$2,237.47	\$3,348.25	66.8%
Mar-23	22	2	11	15	50	12	\$2,909.96	\$3,234.74	90.0%
Apr-23	21	3	11	16	51	23	\$4,893.57	\$3,378.19	144.9%
May-23	22	3	11	16	52	15	\$2,170.71	\$3,405.51	63.7%
Jun-23	20	3	13	15	51	13	\$2,336.02	\$3,425.10	68.2%
Jul-23	20	3	13	15	51	10	\$1,616.90	\$3,358.50	48.1%
Aug-23	20	4	13	14	51	37	\$6,618.15	\$3,385.82	195.5%
Sep-23	21	4	11	15	51	13	\$2,259.88	\$3,368.85	67.1%
Total	252	32	138	189	611	193	\$33,745.37	\$40,529.21	83.3%
Average	21	3	12	16	51				

Current Period

Month/ Year	EE	EE+S	EE+C	FAM	Total	Number of Claims	Paid Claims	Earned Premium	Earned Loss Ratio
Oct-23	21	4	12	15	52	11	\$1,407.19	\$3,396.17	41.4%
Nov-23	21	4	12	14	51	23	\$2,963.73	\$3,282.66	90.3%
Dec-23	20	4	13	14	51	26	\$4,280.19	\$3,329.57	128.6%
Jan-24	21	5	12	13	51	20	\$2,683.02	\$3,226.41	83.2%
Feb-24	21	5	12	13	51	17	\$2,832.09	\$3,226.41	87.8%
Mar-24	21	5	12	13	51	15	\$2,437.52	\$3,226.41	75.5%
Apr-24	20	5	12	14	51	13	\$2,042.95	\$3,312.60	61.7%
May-24	19	5	13	14	51	27	\$5,509.43	\$3,312.60	166.3%
Jun-24	19	6	12	15	52	12	\$2,515.10	\$3,456.05	72.8%
Jul-24	20	6	12	13	51	28	\$5,644.84	\$3,182.12	177.4%
Aug-24	18	6	11	14	49	20	\$3,518.36	\$3,240.99	108.6%
Sep-24	19	6	11	14	50	18	\$2,808.27	\$3,268.31	85.9%
Total	240	61	144	166	611	230	\$38,642.69	\$39,460.30	97.9%
Average	20	5	12	14	51				

4



Renewal Claim Calculation

 Prior Period
 10/1/2022
 through
 9/30/2023

 Current Period
 10/1/2023
 through
 9/30/2024

 Renewal Period
 1/1/2025
 through
 12/31/2025

	Current	Prior
Paid Claims	\$38,642.69	\$33,745.37
Incurred But Not Reported Adjustment	\$325.23	\$284.01
Incurred Claims	\$38,967.92	\$34,029.38
Exposures	611	611
Average Incurred Claim Cost	\$63.78	\$55.69
Trend	1.031	1.057
Trended Experience	\$65.78	\$58.88
Benefit/Network Adjustments	1.00	1.00
Projected Paid Claims	\$65.78	\$58.88
Experience Period Weighting	75.0%	25.0%
Blended Experience Composite		\$64.06
Manual Composite		\$48.44
Experience Credibility		30.0%
Total Projected Composite		\$53.12
Projected Enrollment		50
Projected Net Paid Claims	\$	31,873.71
	Retention	12.90%
	Commission	10.00%
Total Needed Premium	\$	41,340.74
Current Annual Premium	\$	39,219.72

Current Enrollment		Current Rates	12 Month Renewal Rate
Employee:	19	\$27.32	\$28.80
Employee + Spouse:	6	\$57.26	\$60.36
Employee + Child(ren):	11	\$74.23	\$78.24
Family:	14	\$113.51	\$119.65



Proposed Renewal Rates

City of Huron Renewal Plan 1				
Current Employment Current Rates 12 Month Renewal Rate				
EE:	19	\$27.32	\$28.80	
EE+S	6	\$57.26	\$60.36	
EE+C	11	\$74.23	\$78.24	
FAM:	14	\$113.51	\$119.65	
Annual Expense:		\$39,219.7 ²	\$41,340.7 4	

Underwriting Considerations

Census Data				
Total Current Enrollment Counts				
Single	19			
Family	31	During the current experience period, City of Huron averaged 51		
Total	50	enrollees.		

Guarantee Terms

Policies and Claim Settlement Practices

All TruAssure standard processing policies, limitations and exclusions apply.

TruAssure reserves the right to recalculate rates in the event of any of the following:

Change in effective date.

The number of eligible or enrolled employees changes by more than 15% from that identified in this quote.

The number of enrolled employees falls below the required 5 to maintain individually underwritten status.

New or changes to legislation or regulations that affect the benefits payable, eligibility or contractual provisions.

6

Broker Compensation

Proposed rates include the following broker commissions:

Fully Insured PPO: 10.0%

UW/AS GM/22.9



Renewal Acceptance

If we do not receive notification from you at least 30 days prior to your renewal date, we will assume you agree to the proposed rates and renew your current dental benefit plan with the above noted 12 month renewal rates.

- 1. The proposed renewal rates will be in effect for the following time period: 1/1/2025 through 12/31/2025
- 2. All of our standard processing policies, limitations and exclusions apply.
- 3. Please acknowledge your acceptance of these terms and rates by signing below and returning this page. You can fax or email a copy of this letter to:

Linda Remington TruAssure 111 Shuman Boulevard Naperville, IL 60563 Phone: 630-718-4781 Fax: 630-718-4781

Iremington@truassure.com

Agreed and accepted:
City of Huron - TAIC Group #20092 -- Plan 1

ву:	Date:	
Title:		





TO: Mayor Tapp and City Council

FROM: Matthew Lasko

RE: Resolution No. 98-2024 (presented by Ed Widman)

DATE: December 10, 2024

Subject Matter/Background

Resolution No. 98-2024 requests authorization to enter into an agreement with VSP for vision care coverage for benefit-eligible employees of the City of Huron. This proposal reflects no increase over the 2023/2024 premiums.

Financial Review

The City's healthcare fund (fund 703) will continue to support the vision premiums for eligible full-time employees. There is no cost increase involved with this new contract.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 98-2024 is in order.

Resolution No. 98-2024 VSP Renewal 2025 (1).doc Resolution No. 98-2024 Exh A VSP Renewal 2025.PDF

RESOLUTION NO. 98-2024 Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER'S ACCEPTANCE OF THE PROPOSAL AND ENTERING INTO A 2-YEAR AGREEMENT WITH VSP VISION CARE FOR THE PROVISION OF 2025/2026 VISION INSURANCE COVERAGE

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

<u>SECTION 1</u>. That the City Manager is authorized to accept the proposal and enter into a 2-year agreement with VSP Vision Care for the provision of 2025/2026 vision insurance coverage, which agreement is attached hereto as Exhibit "A" and made a part hereof.

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

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

		Monty Tapp, Mayor	
ATTEST:			
7(11231. <u></u>	Clerk of Council		
ADOPTED:			



MATT LASKO CITY OF HURON 417 MAIN ST HURON, OH 44839-1652

DEAR MATT LASKO:

Thank you for choosing VSP® Vision Care — and for your continued business. Putting your employees first and guaranteeing their satisfaction is easy, when we have partners like you.

As the only national not-for-profit vision company, we're committed to giving your employees:

- Lowest employee out-of-pocket costs employees' #1 priority in a vision plan.
- Exclusive Member Extras. offers you won't find anywhere else only VSP members can save more than \$2,500 on vision, hearing, medical, and lifestyle services.
- World class service the highest customer satisfaction in the industry, 15 years in a row.

Your VSP plan automatically renews on **January 1, 2025** and **no action is required** to continue to receive consumers' #1 choice in vision care.

Group Name/Number: CITY OF HURON / 12064530
Renewal Period: January 1, 2025 - December 31, 2026

Current Plan Frequency: 12 / 12 / 24 Current Copay: \$20 Total

Current Allowance: \$130.00 Retail Frame / \$130.00 Elective Contact Lenses

Current Rates: \$12.40 / 28.07 Renewal Rates: \$12.40 / 28.07

Rates include all applicable taxes and health assessment fees known as of the date of your renewal.

Enhanced Offering

Have you considered **upgrading your Plan Frequency** or **increasing your Retail Frame Allowance** to maximize the lowest out-of-pocket for your employees? We recommend these enhancements when you renew your current plan to deliver greater value:

Plan Frequency: 12 / 12 / 24 Copay: \$20 Total

Allowance: \$150.00 Retail Frame / \$130.00 Elective Contact Lenses

Renewal Rates: \$12.90 / 29.20

Updating your plan is simple! Give me a call to enhance your benefits or to lower your premium and keep delivering the lowest out-of-pocket costs.

Thank you,

Victoria McLallen (916) 407-5440

cc: ZACHARY LAURER
GALLAGHER BENEFIT SERVICES, IN
1111 SUPERIOR AVE E STE E
CLEVELAND, OH 44114-2522



TO: Mayor Tapp and City Council

FROM: Edward Widman

RE: Ordinance No. 2024-53 (submitted by Ed Widman)

DATE: December 10, 2024

Subject Matter/Background

Ordinance No. 2024-53 requests the Council's authorization for changes to the annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the detailed breakdown.

Financial Review

See Exhibit "A" for financial review and details of supplemental appropriations.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance no. 2024-53 is in order.

Ordinance No. 2024-53 Appropriations Ordinance.docx Ordinance No. 2024-53 Exh A Appropriations.pdf

ORDINANCE	NO. 2024-53
Introduced by	

AN ORDINANCE AMENDING ORDINANCE NO. 2023-49, ADOPTED ON DECEMBER 12, 2023, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES.

WHEREAS, pursuant to Ordinance No. 2023-49, adopted December 12, 2023, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2024 for the operations of all City departments and offices; and

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

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

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

SECTION 1. That Exhibit "A" of Ordinance 2023-49, adopted on the 12th day of December 2023, as amended by Ordinance No. 2024-3 adopted on February 13, 2024, as amended by Ordinance No. 2024-6 adopted on February 27, 2024, amended by Ordinance No. 2024-23 adopted on June 11, 2024, and as amended by Ordinance No. 2024-36 adopted on July 23, 2024, as amended by Ordinance No. 2024-41 adopted on August 27, 2024, as amended by Ordinance No. 2024-43 adopted on September 8, 2024, as amended by Ordinance No. 2024-44 adopted on October 22, 2024, as amended by Ordinance No. 2024-46 adopted on November 12, 2024, and as amended by Ordinance No. 2024-52 adopted on November 26, 2024, is hereby amended to provide for supplemental appropriations and appropriation transfers as to each fund set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the Director of Finance and the City Manager are hereby authorized to expend the funds herein appropriated for the purpose of paying the operating expenses of the City for the fiscal year ending December 31, 2024, and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized to properly balance the various funds of the City.

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

<u>SECTION 4</u>. That in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately; WHEREFORE, this Ordinance shall take effect immediately upon its adoption.

	Monty Tapp, Mayor			
ATTEST:Clerk of Council	—			
ADOPTED:				

CITY OF HURON

BUDGET APPROPRIATION ADJUSTMENTS, AND CASH TRANSFERS SUMMARY SHEET

Exhibit A

DATE: 12/10/2024 ORDINANCE: 2024-52

Appropriation Measure

Reason for Appropriation Measure

An appropriation measure is necessary to appropriately budget for additional expenses and transfer budget dollars between line items.

The appropriation measure below is necessary for the following reasons:

- 1. To reallocate the Marine Patrol budget from Personal Services to Other expenses.
- 2. To reallocate the Marine Patrol budget from Personal Services to Other expenses.
- 3. To appropriate the funds transferred to the new K-9 Fund.

APPROPRIATION MEASURE

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount
Marine Patrol Grant	225	Police	Personal Services	\$ (2,120)
Marine Patrol Grant	225	Police	Other Expenses	\$ 2,120
GO Bond Retirement	301	Finance	Other Expenses	\$ 187,600

NET IMPACT ON TOTAL APPOPRIATIONS \$ 187,600



TO: Mayor Tapp and City Council FROM: Terri Welkener, Clerk of Council

RE: Resolution No. 101-2024 (submitted by Chief Terry Graham)

DATE: December 10, 2024

Subject Matter/Background

Resolution No. 101-2024 authorizes a two-year renewal of the Agreement previously executed with the Erie County Sheriff's Office for the provision of emergency dispatch services at a cost of \$189,642.90. This renewal agreement for the term January 1, 2024 through December 31, 2026 has the same terms and conditions as the prior contract, except the notice to terminate has increased from 60 days to at least 90 days' written notice.

History

The City's dispatch services began to transition to the Erie County Sheriff's Office in 2009 with the utilization of county dispatch during the 11:00pm-7:00am shifts. In 2012, the City formalized a two-year regionalized dispatch agreement with the Erie County Sheriff's Office for 24-hour coverage. Since that date, the Chief of Police and Fire Captains have served on the Regional Advisory Board as the City's representatives.

Cost for Prior Years

2018 \$ 36,150

2019 - \$ 43,964

2020 - \$ 47,670

2021 - \$ 67,000

2022 - \$102,131

2023 - \$102,131

2024 - \$102,131

The agreement solidifies the same level of service at a modest cost compared to housing the dispatch unit with the City. Per the agreement, the Erie County Sheriff's Office will continue to provide emergency dispatching services for both branches of the City's safety forces utilizing County employees. The 2-year fee for services rendered shall not exceed \$189,642.90

Financial Review

The annual financials are included above. The City can expect no change to the 2025 budget for dispatch services. The General Fund (78%) and Fire Levy Fund (22%) bear the cost of this service.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 101-2024 is in order.

Resolution No. 101-2024 Erie County Dispatch Agreement 2025-2026.doc

Resolution No. 101-2024 Exh A Erie County Dispatch Agreement.pdf

RESOLUTION NO. 101-2024 Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTED A RENEWAL CONTRACT WITH THE ERIE COUNTY SHERIFF FOR THE PROVISION OF EMERGENCY DISPATCH SERVICES TO THE CITY OF HURON POLICE AND FIRE DEPARTMENTS FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTYNINE THOUSAND SIX HUNDRED FORTY-TWO AND 90/100 DOLLARS (\$189,642.90) FOR THE AGREEMENT TERM OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2026

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

<u>SECTION 1</u>. That the City Manager is hereby authorized to execute a renewal contract with the Erie County Sheriff for emergency dispatch services for the City of Huron Police and Fire Departments for the term commencing January 1, 2025 through December 31, 2026 at a cost not to exceed One Hundred Eighty-Nine Thousand Six Hundred Forty-Two and 90/100 Dollars (\$189,642.90). A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof.

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

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

		Monty Tapp, Mayor
ATTEST:	Clerk of Council	
ADOPTED:		

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

FOR THE CITY OF HURON POLICE AND FIRE DEPARTMENTS

January 1, 2025 Page 1 of 6

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

- 1. Commencing on January 1, 2025 at 12:01 A.M., the Sheriff will continue to furnish personnel for the operation of a twenty-four (24) hours a day, seven (7) days a week telephone and radio dispatching service for the City's Police and Fire Departments, as has been the previous and customary practice; and
- 2. In addition to the above listed dispatching service, the Sheriff agrees to continue to provide the following general services to the City.
 - a) LEADS services. The Sheriff will continue to make any and all appropriate entries and cancellations in the LEADS data base of any wanted or missing persons, stolen property including motor vehicles, and any other entries and cancellations deemed necessary by the City's Police Department; and
 - b) Non-emergency telephone services. The City will make internal arrangements to address response to non-emergency telephone calls received by the City's Police and Fire Departments. In the event that the City is unable to process non-emergency calls on a periodic or scheduled basis, the Sheriff will assume that responsibility; and
- Radio frequency. The City will continue to utilize its unique frequencies for the purpose of emergency dispatch services for its Police and Fire Departments, and the Sheriff agrees to continue to dispatch the City's Police and Fire Departments on those frequencies; and
- 4. Records management. The Sheriff and City agree that the Huron Police Department will continue to utilize its current records management system until it has the operational means to support the Sheriff's records management system. The Huron Fire Department does have the capability to utilize the Sheriff's records management system and is prepared to adopt the same. The City agrees to continue to participate in training on the Sheriff's records management system; and,

RENEWAL CONTRACT BETWEEN THE CITY OF HURON, OHIO AND THE

ERIE COUNTY, OHIO SHERIFF FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES FOR THE CITY OF HURON POLICE AND FIRE DEPARTMENTS

January 1, 2025 Page 2 of 6

- 5. The City shall continue to be represented by the Chiefs of the City's Police and Fire Departments on the Erie County Sheriff's Office Dispatch Advisory Board [Board]. Said Board is comprised of one representative of each of the public safety agencies contracting with the Sheriff for dispatching and communications services. Said Board exists to provide dispatch and communications policy input and guidance to the Sheriff. The Board also acts as a selection Board for the Sheriff's Communications Supervisor and, by simple majority vote, to provide for the master planning of communications facilities, to provide for the selection of Computer Aided Dispatch Hardware and Software, to provide for the development of a cost analysis and assessment for contracted participants and to oversee the general operation of the Sheriff's Office Communications Center. Sheriff agrees to abide by the recommendation of the Board relative to the selection or discharge of said Sheriff's Communications Supervisor, who shall be a fiduciary employee of the Sheriff; and,
- 6. Term. The term of this contract shall be for two (2) years and shall remain in effect until 12:00 midnight on December 31, 2026; and,
- 7. Amendment and Termination. The terms and conditions of this Contract shall be amended upon providing written notice of amendment to the other party's authorized representative. Any modification of this agreement shall be binding only if evidence in writing, signed by the authorized representative of each party. This agreement may be terminated by either party by giving ninety (90) days written notice of termination by the other party's authorized representative:

For the Sheriff: Erie County Sheriff's Office Sheriff Paul Sigsworth 2800 Columbus Avenue Sandusky, Ohio 44870 For the City: City of Huron c/o City Manager 417 Main Street Huron, Ohio 44839

8. Severability. In the event of the invalidation of any portion of this Contract, the remaining sections and subsections shall remain in effect for the duration of the Contract. The parties may meet to negotiate new terms for the invalidated section or subsection if mutually agreeable; and

RENEWAL CONTRACT BETWEEN THE CITY OF HURON, OHIO AND THE

ERIE COUNTY, OHIO SHERIFF FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES FOR THE CITY OF HURON POLICE AND FIRE DEPARTMENTS

January 1, 2025 Page 3 of 6

- 9. In the event that this agreement is terminated pursuant to Paragraph 8 for any reason, the City shall have no further obligation to make payment to the Sheriff, except for payment for services rendered and owed at the time of the termination and the Sheriff shall have no further obligation to provide the services required by this Contract; and
- 10. The City agrees to maintain all communications, computer, and records management hardware and software currently owed by the City during the life of this contract, utilizing the City's Information Technology (IT) support staff; and,
- 11. Rate, Charges, and Payment. Sheriff shall charge City, and City shall pay the Sheriff for the services rendered pursuant to this Contract a total annual sum not to exceed One Hundred Eighty-Nine Thousand Six Hundred Forty-Two Dollars and Ninety Cents (\$189,642.90).

Payments made pursuant to this contract will be deposited into and withdrawn from Sheriff's Dispatching Revolving Fund Account. Any excess in this fund at the end of each fiscal year will be utilized to defray costs of all participating agencies having membership in the Sheriff's Office Dispatch Advisory Board for the following fiscal year, pursuant to the funding formula developed by the Board and approved by Sheriff and Sheriff's funding source, the Erie County Commission; and

- 12. The Sheriff will sign Exhibit A, Contract Limitation Certificate, as required by law as a condition precedent to entering into this Contract; and
- 13. This Contract supersedes all other oral and written agreements between the parties with respect to the services that are the subject of this Contract and contains all of the covenants and agreements between the parties; and
- 14. Each party acknowledges and agrees that each party possesses liability insurance to cover the acts of its employees, agency, and elected officials, and therefore will not indemnify or name the other as an insured within its own liability coverage; and
- 15. This agreement shall be governed and construed in accordance with the laws of the State of Ohio.

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

January 1, 2025 Page 6 of 6

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Ed Widman Finance Director

RENEWAL CONTRACT BETWEEN THE CITY OF HURON, OHIO AND THE

ERIE COUNTY, OHIO SHERIFF FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES FOR THE CITY OF HURON POLICE AND FIRE DEPARTMENTS

January 1, 2025 Page 5 of 6

EXHIBIT A

CONTRACT LIMITATION CERTIFICATE

I, Paul A. Sigsworth, on behalf of the Sheriff of Erie County Ohio do hereby acknowledge that the maximum amount of monetary obligation of the City of Huron, Ohio under the attached contract or agreement is One Hundred Eighty-Nine Thousand Six Hundred Forty-Two Dollars and Ninety Cents (\$189,642.90) for 2025-2026 unless the City of Huron, Ohio gives prior approval for additional expenditures of money under the contract or agreement and the City of Huron, Ohio Fiscal Officer certifies to the availability of such additional funds. The City of Huron, Ohio shall not be held liable by the Sheriff of Erie County, Ohio for any monetary obligations under this contract or agreement above the maximum amount of \$189,642.90, unless the expenditures are approved by the City of Huron, Ohio.

	Mull	Irg wint
Pa	ul A. Sigsworth	
Sh	eriff, Erie County	V

Sworn	to	before	me	and	subscribed	in	my	presence	this	Lnd	day	of
)ec	embe	r		, 2024.		,	•			,	

Notary Public State of Ohio

ERIN E BAUER Notary Public State of Ohio My Comm. Expires March 31, 2028

CITY OF HURON, OHIO AND ERIE COUNTY SHERIFF EXHIBIT B

2025-2026 DISPATCHING CONTRACT COSTS

Rollover associated with raises from 2024 calendar year	\$7,763.43
2025 Dispatching Rate	\$89,258.49
2026 Dispatching Rate	\$92,620.98
TOTAL COST OF 2025-2026 CONTRACT	<u>\$189,642.90</u>
Monthly invoice for 24 months 6 months at \$7,901.78 18 months at \$7,901.79	\$7,901.788