



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

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, March 12, 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**
 - III.a** Minutes of the January 23, 2023 regular Council meeting.
 - III.b** Minutes of the February 13, 2025 regular Council meeting.
- 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. 2023-51 **(third and final reading)** *(submitted by Erik Engle)*
An ordinance establishing a new Section 505.18 (Chickens) under Chapter 505 (Animals and Fowl) of the City of Huron Codified Ordinances.
 - V.b** Ordinance No. 2023-52 **(third and final reading)** *(submitted by Erik Engle)*
An ordinance establishing a new Section 505.19 (Bees) under Chapter 505 (Animals and Fowl) of the City of Huron Codified Ordinances.
 - V.c** Ordinance No. 2023-55 **(third and final reading)** *(submitted by Erik Engle)*
An ordinance repealing, amending and restating Section 1123.01(c) (Accessory Uses) under Chapter 1123 (Residence Districts) of the City of Huron Codified Ordinances.
 - V.d** Resolution No. 2023-56 **(third and final reading)** *(submitted by Erik Engle)*
An ordinance establishing a new Subparagraph (7) under Section 1125.02(a) (Neighborhood Business District) of Chapter 1125 (Non-Residence Districts) of the City of Huron Codified Ordinances.
 - V.e** Ordinance No. 2023-57 **(third and final reading)** *(submitted by Erik Engle)*
An ordinance amending Section 1123.04 (R-3 Multi-Family Residence District) of Chapter 1123 (Residence Districts) of the Huron Codified Ordinances to establish a new Section 1123.04(f).
 - V.f** Ordinance No. 2024-2 **(third and final reading)** *(submitted by Doug Steinwart)*
An ordinance repealing and amending and restating Section 165.03 (Facilities Fees) under Chapter 165

(Division of Recreation) of the Huron Codified Ordinances.

VI. New Business

VI.a Resolution No. 10-2024 *(submitted by Doug Steinwart)*

A resolution authorizing a License Agreement with the Huron Chamber of Commerce for their Lake Front Market Event to be held on June 7th and 8th, 2023.

VI.b Resolution No. 18-2024 *(submitted by Doug Steinwart)*

A resolution authorizing Change Order No. 1 from Huffman Equipment Rental & Contracting, Inc. relating to the Huron Boat Basin Maintenance Dredging Project in the amount of \$27,657.50, bringing the total contract price to \$394,105.

VI.c Resolution No. 19-2024 *(submitted by Jack Evans)*

A resolution accepting the proposal and entering into a contract with Smith Paving & Excavating Inc. for removal of the south sludge retention dike at the Water Filtration Plant in the amount of \$29,535.

VI.d Resolution No. 20-2024 *(submitted by Stuart Hamilton)*

A resolution awarding the bid and authorizing a Vendor Agreement with Daniel R. Schmoldt Enterprises, Inc. in the amount of \$369,870.

VI.e Resolution No. 23-2024 *(submitted by Stuart Hamilton)*

A resolution authorizing an agreement with Pepco Professional Electric Products Company for the purchase of switch gear relating to the 2024 Huron Public Power Expansion Project in the amount of \$58,700.

VI.f Resolution No. 24-2024 *(submitted by Jack Evans)*

A resolution awarding the bid and entering into an agreement with Speer Brothers, Inc. for construction services relating to the South Main Street Water Main Replacement Project in the amount of \$2,549,899.

VI.g Resolution No. 22-2024 *(submitted by Jack Evans)*

A resolution authorizing an agreement with OHM Advisors for professional construction inspection services relating to the South Main Street Water Main Replacement Project in the amount of \$197,680.

VI.h Resolution No. 26-2024 *(submitted by Chief Terry Graham)*

A resolution authorizing the purchase of a new Police Department vehicle (2024 Chevy Tahoe) from Ganley Chevrolet of Aurora, LLC in the amount of \$52,160.

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: Erik Engle
RE: Ordinance No. 2023-51 (**third and final reading**) (*submitted by Erik Engle*)
DATE: March 12, 2024

Subject Matter/Background

This ordinance establishes rules and regulations for the keeping of chickens (hens) in single and two-family residential zoning districts. This ordinance further establishes language for a permitting process, penalties, revocation, and appeals.

Performance standards include the following:

1. Allowed by right as an accessory use in the R1/R1-A Residential Single-Family or R2 Residential Single- and Two-Family District.
2. Only allowing up to 6 hens for personal use.
3. Coops or accessory structures housing hens shall be kept at least five (5) feet from the side and rear property lines. All such structures shall be located no less than six (6) feet behind the rearmost wall of the principal structure on the lot. No coops or accessory structures shall be located in the front or side yards.
4. The base surface of a coop and run must not exceed 80 square feet and six feet in height and shall be exempt from the lot coverage restrictions contained in the Zoning Code.
5. The coop and outdoor enclosure must be kept clean, dry and sanitary; free from debris and offensive odors; and devoid of rodents and vermin. It shall be so located that adequate drainage is obtained, normal drying occurs and standing water is not present.
6. There shall be no citywide cap on the number of permits issued. However, the Planning and Zoning Department reserves the right to cap the number of permits pursuant to a recommendation made from either Planning Commission and/or City Council.

AMENDMENTS ADDED SINCE FIRST READING:

New section (b) to allow legal nonconforming use was added, as follows:

(b) Nonconforming Enclosures. The keeping of chickens that was lawfully in existence at the time of the effective date of this ordinance, or amendment thereto, that does not conform to the provisions herein, shall be deemed as legal nonconforming and may remain on a lot of record including the location, size and setbacks of the enclosure, and the numbers of hens; upon any one or more of the events outlined in subsection (1) below, an enclosure shall be deemed fully nonconforming and shall conform to the requirements of this Section 505.18. No legal nonconforming enclosures shall be enlarged, extended, structurally altered, reconstructed, or moved in any manner, except to bring it into full compliance with these regulations. These regulations shall not prohibit the number of chickens kept without the structural modification of its size, location or configuration.

1. An enclosure and run shall lose its legal nonconforming status if any of the following occurs:
 - i. such chicken enclosure is damaged to an amount exceeding 50% of the replacement value as determined by at least two construction specialists requested to provide a quote by the City;
 - ii. the structure of the chicken enclosure is altered in any form;
 - iii. the chicken enclosure and run is relocated;
 - iv. the principal use of the property is voluntarily discontinued for a period of at least six (6) months;
 - v. the property in question is sold and/or transferred and recorded legal and/or equitable title transfers to a new owner; or
 - vi. the nonconforming enclosures are determined by the Planning and Zoning Department to be unsafe or in violation of this code and are declared a nuisance.
2. Any chicken enclosure that loses its legal nonconforming status must be brought into compliance with the provisions of this chapter and any other City laws and ordinances by an application for, and issuance of, a chicken keeping permit or by complete removal.
3. Failure to bring a chicken enclosure into compliance after loss of a legal nonconformity status shall cause the enclosure to be considered illegal. Any violations and/or penalties incurred shall be in accordance with Chapter 1139.01.
4. Minor repairs and maintenance of legal nonconforming chicken enclosures shall be permitted.

Financial Review

There is no financial impact.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion placing Ordinance No. 2023-51 on its second reading is in order.

[Ordinance No. 2023-51 Add Section 505.18 Chickens \(3\).docx](#)

[Ordinance No. 2023-51 Exh A \(5\).docx](#)

ORDINANCE NO. 2023-51
Introduced by Mark Claus

AN ORDINANCE AMENDING CHAPTER 505 (ANIMALS AND FOWL) OF THE CODIFIED ORDINANCE OF HURON, OHIO TO ESTABLISH A NEW SECTIONS 505.18 (CHICKENS).

WHEREAS, the Council hereby determined the changes and amendment set forth within this Ordinance, including Exhibit "A", are in the best interest of the City of Huron and its citizens.

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

SECTION 1. That Chapter 505 (Animals and Fowl) is hereby amended to add new Section 505.18 (Chickens), as attached hereto and made a part hereof as Exhibit "A", shall be, and hereby is, adopted and thereafter shall be in full force and effect.

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

SECTION 4. In accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

Section 505.18 – Chickens

- (a) Notwithstanding any of the foregoing sections, female chickens ("hens," for the purpose of this section), may be kept in the City only in accordance with the following regulations:
1. Zoning districts. Hens may be kept only in an R1/R1-A Residential Single-Family or R2 Residential Single- and Two-Family District.
 2. Application and permit. Before the keeping of hens may occur, a permit shall have first been obtained from the Planning and Zoning Department. The permit application must be accompanied by a set fee paid to the City. New permit applications shall include the following information:
 - i. the name, phone number, home address and email address of the applicant;
 - ii. the size and location of the subject property;
 - iii. a proposal containing the number of hens the applicant seeks to keep on the property;
 - iv. a description of any coop or outdoor enclosure providing precise dimensions and the precise location of these enclosures in relation to property lines and adjacent properties, with specifications and drawings;
 - v. the permission of the property owner for the applicant to keep hens, if the applicant is not the owner; and
 - vi. the applicant's permission for Planning and Zoning Department Official to enter the lot to determine whether the permit should be granted and the use maintained.
 3. Inspection. Within 30 days of the Planning Director or their designee receiving the initial application, he or she shall cause the lot to be inspected. The person(s) inspecting the premises shall determine if the lot dimensions in the application are accurate; determine the feasibility of the applicant meeting the remaining criteria in this section; and note whether any extraordinary circumstances exist, such as outstanding property citations or unsanitary property conditions, or such as the applicant's proximity to other approved or proposed coops such that a neighborhood may be adversely impacted, that would militate against the granting of the application. For new permit applications, an inspection of the coop and any fencing shall be conducted within 30 days' notice from the applicant that the coop has been installed. A determination shall be made, within 30 days of the inspection, whether the permit should be issued.
 4. Personal use, limitations. Hens may be kept only for personal use by persons residing in the principal structure on the lot on which the hens are kept. No hens may be kept on a lot containing more than three dwelling units. Residents of no more than one dwelling unit within a structure may keep hens on that lot. No more than six (6) hens shall be allowed on any lot.
 5. Setbacks. Coops or accessory structures housing hens shall be kept at least five (5) feet from the side and rear property lines. All such structures shall be located no less than six (6) feet behind the rearmost wall of the principal structure on the lot. No coops or accessory structures shall be located in the front or side yards.
 6. Enclosure. The base surface of a coop and run must not exceed 80 square feet and six feet in height and shall be exempt from the lot coverage restrictions contained in the Zoning Code. Hens shall not be allowed out of these enclosures unless the rear yard of the

property is fenced along the rear and side lot lines, and a resident of the property on which the hens are kept is directly monitoring them within the fenced area of the back yard such that the resident is able to immediately return the hens to the cage or coop if necessary. The manufacturer's specifications for the coop, or otherwise adequate drawings including dimensions, shall be submitted for approval together with the application for the permit. Hens shall be kept in a covered, predator-proof coop that is well-ventilated and designed to be accessed for cleaning. The enclosure shall be of uniform and sturdy design and constructed of quality materials. Fencing, if used, shall be securely fastened to posts of reasonable strength firmly set into the ground and shall be stretched tightly between support posts. The enclosure shall be maintained in good repair at all times so as to protect the aesthetics of the neighborhood and to not present a blighted or untidy appearance to the property or to neighbors. Hens shall have access to an outdoor enclosure or run that is adequately fenced to contain the hens on the property, to prevent them from running at large, and to prevent access by predators. The combined area of the coop and run shall allow at least three (3) square feet per hen, and shall otherwise be constructed to provide humane conditions and to ensure the health and well-being of the animals occupying it are not endangered by the manner of keeping or confinement.

7. Sanitation, slaughtering. The coop and outdoor enclosure must be kept clean, dry and sanitary; free from debris and offensive odors; and devoid of rodents and vermin. It shall be so located that adequate drainage is obtained, normal drying occurs and standing water is not present. The coop and outdoor enclosure must be cleaned on a regular basis to prevent the accumulation of waste. All feed must be stored in a rodent-proof container. No hens shall be slaughtered except in accordance with, and only if permitted by, O.R.C. Chapter 918.
 8. Number and transferability. There shall be no citywide cap on the number of permits issued. However, the Planning and Zoning Department reserves the right to cap the number of permits pursuant to a recommendation made from either Planning Commission and/or City Council.
 9. Permit revocation. The Planning Director may revoke a permit at any time if the permit holder materially fails to adhere to the provisions of this section.
 10. Appeal. Any denial of a permit application or revocation of a permit may be appealed to the Board of Zoning Appeals pursuant to Chapter 1139 of the Codified Ordinances.
- (b) Nonconforming Enclosures. The keeping of chickens that was lawfully in existence at the time of the effective date of this ordinance, or amendment thereto, that does not conform to the provisions herein, shall be deemed as legal nonconforming and may remain on a lot of record including the location, size and setbacks of the enclosure, and the numbers of hens; upon any one or more of the events outlined in subsection (1) below, an enclosure shall be deemed fully nonconforming and shall conform to the requirements of this Section 505.18. No legal nonconforming enclosures shall be enlarged, extended, structurally altered, reconstructed, or moved in any manner, except to bring it into full compliance with these regulations. These regulations shall not prohibit the number of chickens kept without the structural modification of its size, location or configuration.

1. An enclosure and run shall lose its legal nonconforming status if any of the following occurs:
 - i. such chicken enclosure is damaged to an amount exceeding 50% of the replacement value as determined by at least two construction specialists requested to provide a quote by the City;
 - ii. the structure of the chicken enclosure is altered in any form;
 - iii. the chicken enclosure and run is relocated;
 - iv. the principal use of the property is voluntarily discontinued for a period of at least six (6) months;
 - v. the property in question is sold and/or transferred and recorded legal and/or equitable title transfers to a new owner; or
 - vi. the nonconforming enclosures are determined by the Planning and Zoning Department to be unsafe or in violation of this code and are declared a nuisance.
 2. Any chicken enclosure that loses its legal nonconforming status must be brought into compliance with the provisions of this chapter and any other City laws and ordinances by an application for, and issuance of, a chicken keeping permit or by complete removal.
 3. Failure to bring a chicken enclosure into compliance after loss of a legal nonconformity status shall cause the enclosure to be considered illegal. Any violations and/or penalties incurred shall be in accordance with Chapter 1139.01.
 4. Minor repairs and maintenance of legal nonconforming chicken enclosures shall be permitted.
- (c) No exemption granted pursuant to this section shall be construed, nor is it intended by the City as a guaranty or warranty of any kind, whether express or implied to any person, including without limitation the general public, persons residing or passing near the applicant's premises, or the applicant, either in general or individually, as to the danger, or lack thereof, or degree of risk to health or safety of any animal, specifically or generally, or any premises where any animal is maintained or kept pursuant to such exemption.
- (d) Whoever violates any of the provisions of this section is guilty of a minor misdemeanor. A separate offense shall be as deemed committed for each day during or on which a violation occurs or continues.



TO: Mayor Tapp and City Council
FROM: Erik Engle
RE: Ordinance No. 2023-52 (**third and final reading**) (*submitted by Erik Engle*)
DATE: March 12, 2024

Subject Matter/Background

This ordinance establishes rules and regulations for the keeping of bees in all zoning districts, except for the R-3 multi-family residential district. This ordinance further establishes language for a permitting process, penalties, revocation, and appeals.

Performance standards include the following:

1. 1 per 2500 sf; No more than one beehive shall be kept for each 2,500 square feet tract, and no beehive shall be kept on a tract less than 2,500 square feet in area.
2. No beehive shall be kept closer than five feet to any lot line and ten feet to a dwelling or the permitted placement of a dwelling on another parcel, and no beehive shall be kept in a front yard or side street yard. The front of any beehive shall face away from the property line of the residential property closest to the beehive.
3. Regardless of tract size, so long as all lots within a radius of at least 200 feet from any hive, measured from any point on the hives, remain undeveloped, there shall be no limit to the number of colonies. No grandfathering rights shall accrue under this section.
4. No hives are permitted on any tract where the setback requirements cannot be satisfied regardless of tract size.
5. The beekeeper may be exempt from the setback to adjacent lot lines by obtaining written permission from all the adjacent lot owner(s). The setback to public sidewalks and roadways may not be waived.
6. Each beekeeper shall maintain his or her beekeeping equipment in good condition, including keeping the hives painted if they have been painted but are peeling or flaking, and securing unused equipment from weather, potential theft or vandalism, and occupancy by swarms.

CHANGES MADE SINCE FIRST READING:

Paragraph (b) has been added, as follows:

(b) Nonconforming Hives. The keeping of bees that was lawfully in existence at the time of the effective date of this ordinance, or amendment thereto, that does not conform to the provisions herein, shall be deemed as legal nonconforming and may remain on a lot of record including the location, size and setbacks of the enclosure, and the numbers of hives; upon any one or more of the events outlined in subsection (1) below, a hive shall be deemed fully nonconforming and shall conform to the requirements of this Section 505.19. No legal nonconforming hives shall be enlarged, extended, structurally altered, reconstructed, or moved in any manner, except to bring it into full compliance with these regulations. These regulations shall not prohibit the number of bees kept without the structural modification of its size, location or configuration.

(1) A hive shall lose its legal nonconforming status if any of the following occurs:

- i. Such hive is damaged to an amount exceeding 50% of the replacement value as determined by at least two construction specialists requested to provide a quote by the City;
- ii. The structure of the hive is altered in any form;
- iii. The hives are relocated;
- iv. The principal use of the property is voluntarily discontinued for a period of at least six (6) months;
- v. The property in question is sold and/or transferred and recorded legal and/or equipment title transfers to a new owner; or
- vi. The nonconforming hives are determined by the Planning and Zoning Department to be unsafe or in violation of this code and are declared a nuisance.

(2) Any hive that loses its legal nonconforming status must be brought into compliance with the provisions of this chapter and any other City laws and ordinances by an application for, and issuance of, a bee keeping permit or by complete removal.

(3) Failure to bring a beehive into compliance after loss of a legal nonconformity status shall cause the enclosure to be considered illegal. Any violations and/or penalties incurred shall be in accordance with Chapter 1139.01.

(4) Minor repairs and maintenance of legal nonconforming beehives shall be permitted.

Financial Review

There is no financial impact.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion placing Ordinance No. 2023-52 on its third and final reading is in order.

[Ordinance No. 2023-52 Add Section 505.19 Bees \(3\).docx](#)

[Ordinance No. 2023-52 Exh A \(5\).docx](#)

ORDINANCE NO. 2023-52
Introduced by Mark Claus

AN ORDINANCE AMENDING CHAPTER 505 (ANIMALS AND FOWL) OF THE CODIFIED ORDINANCE OF HURON, OHIO TO ESTABLISH A NEW SECTIONS 505.19 (BEES).

WHEREAS, the Council hereby determined the changes and amendment set forth within this Ordinance, including Exhibit "A", are in the best interest of the City of Huron and its citizens.

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

SECTION 1. That Chapter 505 (Animals and Fowl) is hereby amended to add new Section 505.19 (Bees), as attached hereto and made a part hereof as Exhibit "A", shall be, and hereby is, adopted and thereafter shall be in full force and effect.

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

SECTION 4. In accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

Section 505.19 – Bees

- (a) Notwithstanding any of the foregoing, bees, and associated hives, may be kept in the City only in accordance with the following regulations:

- (1) Definitions. As used in this section, the following words and terms shall have the meanings ascribed in this section.

- A. "Apiary" means any place where one or more colonies or nucleus colony of bees are kept.
- B. "Bees" means any stage of any species of the genus *Apis*.
- C. "Beekeeper" means a person who owns or has charge of one or more colonies of bees.
- D. "Beehive" means any modern frame hive, box hive, box, or any other natural or artificial receptacle, or any part thereof, that may be used as a domicile for bees.
- E. "Colony" means the beehive and its equipment, including bees, combs and brood.
- F. "Beekeeping equipment" means anything used, in the operation of an apiary, such as hive bodies supers, frames, top and bottom boards, hive tools, smoker, gloves, veil, protective clothing, and extracting equipment.
- G. "Tract" means a contiguous parcel or land under common ownership.
- H. "Nuc" or "nucleus colony" means a small hive smaller than the usual hive box designed for a particular purpose.
- I. "Undeveloped property" means any idle land that is not improved or actually in the process of being improved with residential, commercial, industrial, church, park, school or governmental facilities or other structures or improvements intended for human use occupancy and the grounds maintained in association therewith. The term shall be deemed to include property developed exclusively as a street or highway or property used for commercial agricultural purposes.

- (2) Zoning districts. Bees may be kept in all zoning districts.

- (3) Application and permit. Before the keeping of bees may occur, a permit shall first be obtained from the Planning and Zoning Department. Applications shall be filed with the Planning and Zoning Department. The permit application shall be accompanied by a fee paid to the City. Permit applications shall include the following information:

- A. The name, phone number, home address and email address of the applicant;
- B. The size and location of the subject property;
- C. A proposal containing the number of hives the applicant seeks to keep on the property; and
- D. The permission of the property owner for the applicant to keep bees, if the beekeeper is not the owner.

All applications shall contain a waiver, signed by the applicant, providing permission for any Planning and Zoning Official to enter the property for the purpose of determining the beekeeper's compliance with this section. Permits shall not be transferable.

- (4) Inspection. Within 30 days of the Planning Director or their designee receiving the initial application, they shall cause the lot to be inspected. The person(s) inspecting the premises shall determine if the applicant is in compliance with this code. The person(s) inspecting the premises shall not manipulate any hives during the inspection.

- (5) Regulations.

- A. Beekeeper must file the application pursuant to section (a)(3) of this section.
- B. Beekeeper must abide by O.R.C. Chapter 909, Apiaries.
- C. Beekeeper may not opt out of the annual inspection by the county or state bee inspector as part of the Ohio Department of Agriculture's inspection program.
- D. Each beekeeper shall ensure that a convenient source of water is available to the colony at all times bees remain active outside of the hive. The water source shall be closer to the hives than any neighboring source. The water source may be natural such as a pond, stream, or artificial source. The water source shall be on the beekeeper's property.
- E. Each beekeeper shall ensure that no wax, comb, or other material that might encourage robbing by other bees are left upon the grounds of the apiary tract. Such materials once removed from the site shall be handled and stored in sealed containers or placed within a building or other insect-proof container.
- F. For each beehive permitted to be maintained under this section, there may also be maintained one nuc upon the same apiary tract.
- G. No more than one beehive shall be kept for each 2,500 square feet tract, and no beehive shall be kept on a tract less than 2,500 square feet in area. If an applicant has a greater number of beehives than permitted by this section and possessed those beehives prior to the enactment of this section, then the Planning and Zoning Department may grant the application.
- H. No beehive shall be kept closer than five feet to any lot line and ten feet to a dwelling or the permitted placement of a dwelling on another parcel, and no beehive shall be kept in a front yard or side street yard. The front of any beehive shall face away from the property line of the residential property closest to the beehive.
- I. Regardless of tract size, so long as all lots within a radius of at least 200 feet from any hive, measured from any point on the hives, remain undeveloped, there shall be no limit to the number of colonies. No grandfathering rights shall accrue under this section.
- J. No hives are permitted on any tract where the setback requirements cannot be satisfied regardless of tract size.

- K. The beekeeper may be exempt from the setback to adjacent lot lines by obtaining written permission from all the adjacent lot owner(s). The setback to public sidewalks and roadways may not be waived.
 - L. Each beekeeper shall maintain their beekeeping equipment in good condition, including keeping the hives painted if they have been painted but are peeling or flaking, and securing unused equipment from weather, potential theft or vandalism, and occupancy by swarms. It shall not be a defense to this section that a beekeeper's unused equipment attracted a swarm and that the beekeeper is not intentionally keeping bees.
- (6) Permit revocation. The Planning and Zoning Department may revoke a permit at any time if the holder materially fails to adhere to the provisions of this section.
- (7) Appeal. Any denial of a permit application or permit revocation may be appealed to the Board of Building Standards pursuant to Section 1139 of the Codified Ordinances.
- (b) Nonconforming Hives. The keeping of bees that was lawfully in existence at the time of the effective date of this ordinance, or amendment thereto, that does not conform to the provisions herein, shall be deemed as legal nonconforming and may remain on a lot of record including the location, size and setbacks of the enclosure, and the numbers of hives; upon any one or more of the events outlined in subsection (1) below, a hive shall be deemed fully nonconforming and shall conform to the requirements of this Section 505.19. No legal nonconforming hives shall be enlarged, extended, structurally altered, reconstructed, or moved in any manner, except to bring it into full compliance with these regulations. These regulations shall not prohibit the number of bees kept without the structural modification of its size, location or configuration.
- (1) A hive shall lose its legal nonconforming status if any of the following occurs:
- A. Such hive is damaged to an amount exceeding 50% of the replacement value as determined by at least two construction specialists requested to provide a quote by the City;
 - B. The structure of the hive is altered in any form;
 - C. The hives are relocated;
 - D. The principal use of the property is voluntarily discontinued for a period of at least six (6) months;
 - E. The property in question is sold and/or transferred and recorded legal and/or equipment title transfers to a new owner; or
 - F. The nonconforming hives are determined by the Planning and Zoning Department to be unsafe or in violation of this code and are declared a nuisance.
- (2) Any hive that loses its legal nonconforming status must be brought into compliance with the provisions of this chapter and any other City laws and ordinances by an application for, and issuance of, a bee keeping permit or by complete removal.

(3) Failure to bring a beehive into compliance after loss of a legal nonconformity status shall cause the enclosure to be considered illegal. Any violations and/or penalties incurred shall be in accordance with Chapter 1139.01.

(4) Minor repairs and maintenance of legal nonconforming beehives shall be permitted.

No exemption granted pursuant to this section shall be construed, nor is it intended by the City as a guaranty or warranty of any kind, whether express or implied to any person, including without limitation the general public, persons residing or passing near the applicant's premises, or the applicant, either in general or individually, as to the danger, or lack thereof, or degree of risk to health or safety of any animal, specifically or generally, or any premises where any animal is maintained or kept pursuant to such exemption.

(c) Whoever violates any of the provisions of this section is guilty of a minor misdemeanor. A separate offense shall be as deemed committed for each day during or on which a violation occurs or continues.



TO: Mayor Tapp and City Council
FROM: Erik Engle
RE: Ordinance No. 2023-55 **(third and final reading)** *(submitted by Erik Engle)*
DATE: March 12, 2024

Subject Matter/Background

This ordinance establishes the keeping of bees and chickens as uses by right in the single-family and two-family residential districts. It further establishes cross-references to Section 505.18 Chickens and 505.19 Bees for permitting regulations. A redline copy of the changes proposed is attached hereto as Exhibit 1.

Financial Review

There is no financial impact.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion placing Ordinance No. 2023-55 on its third and final reading is in order.

[Ordinance No. 2023-55 Amend Section 1123.01\(c\) Chickens and Bees \(1\).docx](#)

ORDINANCE NO. 2023-55
Introduced by Mark Claus

AN ORDINANCE REPEALING AND AMENDING AND RESTATING SECTION 1123.01(c) (ACCESSORY USES) UNDER CHAPTER 1123 (RESIDENCE DISTRICTS) OF THE HURON CODIFIED ORDINANCES.

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

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

SECTION 1. That Section 1123.01(c) (Accessory Uses) under Chapter 1123 (Residence Districts) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows:

"(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.

- (3) 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.)

shall be, and hereby is, repealed in its entirety.

SECTION 2. That new revised and restated Section 1123.01 (Accessory Uses) under Chapter 1123 (Residence Districts) of the Codified Ordinances of the City of Huron, Ohio:

“(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; exempt are chickens and bees subject to Chapter 505.18 and Chapter 505.19. 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.
- (3) 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.
- (7) Keeping of female chickens (hens) subject to meeting the requirements set forth in Chapter 505.18
- (8) Keeping of bees subject to meeting the requirements set forth in Chapter 505.19."

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

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

SECTION 4. In accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Erik Engle
RE: Resolution No. 2023-56 (**third and final reading**) (*submitted by Erik Engle*)
DATE: March 12, 2024

Subject Matter/Background

This ordinance establishes language for the keeping of bees as a use by right in the B-1 Neighborhood Business zone. All other non-residential zones refer back to the B-1 zoning district, thus establishing beekeeping as use by right in all other business and industrial zones.

Financial Review

There is no financial impact.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion placing Ordinance No. 2023-56 on its third and final reading is in order.

[Ordinance No. 2023-56 Add New Section 1125.01\(a\)\(7\) \(1\).docx](#)

ORDINANCE NO. 2023-56
Introduced by Mark Claus

AN ORDINANCE AMENDING CHAPTER 1125.01 (B-1 NEIGHBORHOOD BUSINESS DISTRICT) UNDER CHAPTER 1125 (NONRESIDENCE DISTRICTS) OF THE CODIFIED ORDINANCE OF HURON, OHIO TO ESTABLISH A NEW SECTION 1125.01(a)(7).

WHEREAS, the Council hereby determined the changes and amendment set forth within this Ordinance, including Exhibit "A", are in the best interest of the City of Huron and its citizens.

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

SECTION 1. That Section 1125.01 (B-1 Neighborhood Business District) under Chapter 1125 (Nonresidence Districts) is hereby amended to add new Section 1125.01(a)(7), as follows:

"(a)(7) Keeping of bees subject to meeting the requirements set forth in Chapter 505.19."

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

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Erik Engle
RE: Ordinance No. 2023-57 (**third and final reading**) (*submitted by Erik Engle*)
DATE: March 12, 2024

Subject Matter/Background

This ordinance prohibits the keeping of chickens and bees as uses in the R-3 multi-family residential zone. There have been no changes made to this legislation since its first reading.

Financial Review

There is no financial impact.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2023-57 is in order.

[Ordinance No. 2023-57 Add New Section 1123.04\(f\) Chickens and Bees \(2\).docx](#)

ORDINANCE NO. 2023-57
Introduced by Mark Claus

AN ORDINANCE AMENDING SECTION 1123.04 (R-3 MULTI-FAMILY RESIDENCE DISTRICT) OF CHAPTER 1123 (RESIDENCE DISTRICTS) OF THE CODIFIED ORDINANCE OF HURON, OHIO TO ESTABLISH A NEW SECTION 1123.04(f).

WHEREAS, the Council hereby determined the changes and amendment set forth within this Ordinance, including Exhibit "A", are in the best interest of the City of Huron and its citizens.

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

SECTION 1. That Section 1123.04 (R-3 Multi-Family Residence District) of Chapter 1123 (Residence Districts) is hereby amended to add a new Section 1123.04(f), as follows:

"(f) Prohibited Uses. Notwithstanding any of the foregoing section and chapter, the following uses are strictly prohibited in the R-3 zoning district:

- (1) Keeping of chickens;
- (2) Keeping of bees."

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

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Ordinance No. 2024-2 **(third and final reading)** *(submitted by Doug Steinwart)*
DATE: March 12, 2024

Subject Matter/Background

Ordinance No. 2024-2 updates fees for use of Parks and Recreations facilities. Exhibit "B" sets forth the updated facilities fees requested for section 165.03 Facility Fees within the Administrative code.

Nickel Plate Park Parking

The highlighted changes are an increase for parking at Nickel Plate from \$6 per vehicle to \$7 per vehicle from Memorial Day Weekend to Labor Day. The daily parking ticket has been at \$6 per vehicle since 2018. Seasonal parking passes for residents would remain at \$25 and an increase for seasonal non-residents from \$30 to \$40 per vehicle. This potential increase would raise revenues around \$7,000 per year. Operational expenses for NPB have increased over the years with the addition of beach combing services, temporary restrooms facilities, outdoor shower, foot washing towers, drinking fountains, and staffing.

Fabens Park Court Rental (Tennis & Pickleball)

With the addition of 6 pickle ball courts (and the popularity of the game) staff sees the need to be able to manage the courts for individual and group play through online reservations. The facility request is for \$5 per court for 2 hours for residents or \$10 per court for 2 hours for non-resident for exclusive play times Monday –Friday. Weekend court time and non-reserved courts will be on a first come, first serve basis. Staff would work with groups or tournaments for long term seasonal requests.

There have been no changes made to this Ordinance since the first reading on February 9, 2024.

Financial Review

Fees will be used to offset administrative and maintenance costs of facilities in the Parks and Recreation Fund (Fund 207).

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion placing Ordinance No. 2024-2 on its second reading is in order.

[Ordinance No. 2024-2 Exh 1 Facilities Fees - REDLINE.pdf](#)
[Ordinance No. 2024-2 Chapter 165.03 Facility Fees Update.docx](#)

[Ordinance No. 2024-2 Exh A 165.03 Facilities Fees.pdf](#)

[Ordinance No. 2024-2 Exh B Facilities Fees \(6\).xlsx](#)

165.03 Facilities Fees

Effective April 1, 2024, the following updated fees shall be in effect for the following facilities

Amphitheater Rental	Resident	Resident (New)	Change	Non-Resident*	Non-Resident*	Change
Private Party (< 3 hours)	50	50	0	75	75	0
Small Event/Concert (< 3 hours)	250	250	0	300	300	0
Mid-Size Event (3 hours - 1 day)	500	500	0	600	600	0
Large Event (2 days)	1000	1000	0	1200	1200	0
Weekend Event (3 days)	1500	1500	0	1800	1800	0
Event Longer Than Weekend	Negotiated	Negotiated	0	Negotiated	Negotiated	0
Shelter Rentals	Resident	Resident (New)	Change	Non-Resident*	Non-Resident*	Change
8:00am - 2:30pm	30	30	0	40	40	0
3:00pm - 9:00pm	30	30	0	40	40	0
8:00am - 9:00pm	60	60	0	80	80	0
Fabens Park Field Rental	Resident	Resident (New)	Change	Non-Resident*	Non-Resident*	Change
Fields 1-9 (3-hour maximum)	35	35	0	50	50	0
Events at Fabens Park	Resident	Resident (New)	Change	Non-Resident*	Non-Resident*	Change
Small Event (< 4 hours)	250	250	0	300	300	0
Mid-Size Event (4-8 hours)	500	500	0	600	600	0
Large Event (2 days)	1000	1000	0	1000	1000	0
Weekend Event (3 days)	1500	1500	0	1800	1800	0
Event Longer Than Weekend	Negotiated	Negotiated	0	Negotiated	Negotiated	
Fabens Park Concession Rental	Resident	Resident (New)	Change	Non-Resident*	Non-Resident*	Change
Concession Stand	Negotiated	Negotiated	0	Negotiated	Negotiated	0
Fabens Park Court Rental (Tennis and Pickleball)	Resident	Resident (New)	Change	Non-Resident*	Non-Resident*	Change
Per Court Rental Fee (2 hours)	25	5	-20	35	10	-25
Tournament & Long-Term Rental	Negotiated	Negotiated	0	Negotiated	Negotiated	0
Fabens Park Tournament & Special Event Parking Fees <i>(to be imposed at discretion of Parks & Recreation)</i>	Resident	Resident (New)	Change	Non-Resident*	Non-Resident*	Change
Daily	5	N/A	-5	5	N/A	-5
Weekend Parking Pass	10	20	10	10	20	10
Equipment Rental	Resident	Resident (New)	Change	Non-Resident*	Non-Resident*	Change
Daily Rental Fee	200	200	0	200	200	0
Exclusive Field Reservation Rights (per field - leagues only)	Resident	Resident (New)	Change	Non-Resident*	Non-Resident*	Change
7-9 Fields	125	125	0	175	175	0
4-6 Fields	250	250	0	300	300	0
1-3 Fields	500	500	0	550	550	0
Facility Usage by Volume of Participants (Leagues Only)	Resident	Resident (New)	Change	Non-Resident*	Non-Resident*	Change
Fee per Participant	5	5	0	5	5	0
Exclusive Field Rentals for Individual Teams	Resident	Resident (New)	Change	Non-Resident*	Non-Resident*	Change
1 Field, 1 Day per Week	400	400	0	400	450	50
1 Field, 2 Days per Week	600	650	50	600	700	100
Exclusive Field Rental for Tournaments	Resident	Resident (New)	Change	Non-Resident*	Non-Resident*	Change
All Fields, Per Day Rate	700	900	200	700	1500	800
Five (5) Fields, Per Day Rate	400	500	100	400	700	300
Field Preparation	Negotiated	Negotiated	0	Negotiated	Negotiated	0
Nickel Plate Beach Parking	Resident	Resident (New)	Change	Non-Resident*	Non-Resident*	Change
Daily	6	7	1	6	7	1
Seasonal	25	25	0	35	40	5

DEFINITIONS OF KEY TERMS

*Non-Resident shall be defined as a person or entity residing outside the Huron Joint Recreation District

*Exclusive Use shall be defined as usage of a field, which prohibits the general public use of a facility and must be compensated for according to the guidelines established through the exclusive reservation rights schedule (Tournaments & Leagues).

*Event shall be defined as a scheduled activity of importance requiring the use of a City facility (Tournaments included).

*Tournament shall be defined as a series of competitive contests for a championship (1-3 days).

*League shall be defined as an association or organized group of teams engaged in competitive series of lay against one another for a period greater than 3 days.

*Organized Team shall be defined as a team who is sponsored privately or whose players are charged a fee to participate and is a member of a league or organization that engages in a scheduled series of games against other teams within that organization regardless of the location that the league/organization is based from.

*Huron-Based Leagues shall be defined as a league of teams/participants which conducts all business and operations within the Huron Joint Recreation District and includes a vast majority of Huron/Huron Township residents as participants

*Negotiated Fees will be established based on the services and/or timeframe being requested. Factors affecting the fee may include, but are not limited to, actual labor costs, equipment usage, utilities, etc. A fee quote will be provided in advance and incorporated into an agreemetn or registration form.

(Ord. 2024-2. Passed _____)

ORDINANCE NO. 2024-2
Introduced by William Biddlecombe

AN ORDINANCE REPEALING AND AMENDING AND RESTATING SECTION 165.03 (FACILITIES FEES) UNDER CHAPTER 165 (DIVISION OF RECREATION) OF THE HURON CODIFIED ORDINANCES.

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

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

SECTION 1. That Section 165.03 (Facilities Fees) of Chapter 165 (Division of Recreation) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows (refer to Exhibit "A" attached), shall be and hereby is repealed in its entirety.

SECTION 2. That a new revised and restated Section 165.03 (Facilities Fees) of Chapter 165 (Division of Recreation) of the Codified Ordinances of the City of Huron, Ohio, as attached hereto and made a part hereof as Exhibit "B", shall be, and hereby is, adopted and thereafter shall be in full force and effect.

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

SECTION 4. In accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

165.03 FACILITIES FEES.

Effective April 1, 2018, the following updated fees shall be in effect for the following facilities and events:

<u>Amphitheater Rental</u>	<u>Resident</u>	<u>Non Resident*</u>
Private Party (less than 3 hours)	\$50.00	\$75.00
Small Event/Concert (less than 3 hours)	\$250.00	\$300.00
Mid-size event (3 hours - 1 day)	\$500.00	\$600.00
Large Event (2 days)	\$1,000.00	\$1,200.00
Weekend Event (3 days)	\$1,500.00	\$1,800.00
Event Longer than weekend	Negotiated	Negotiated
<u>Shelter Rentals</u>		
8:00 a.m. - 2:30 p.m.	\$30.00	\$40.00
3:00 p.m. - 9:00 p.m.	\$30.00	\$40.00
8:00 a.m. - 9:00 p.m. (all day rental)	\$60.00	\$80.00
<u>Fabens Park Field Rental (3 hour maximum)</u>		
Fields 1 through 9	\$35.00	\$50.00
	<u>Resident</u>	<u>Non Resident*</u>
<u>Events at Fabens Park</u>		
Small Event (4 hours or less)	\$250.00	\$300.00
Mid-size Event (4 hours to 8 hours)	\$500.00	\$600.00
Large Event (2 days)	\$1,000.00	\$1,000.00
Weekend Event (3 days)	\$1,500.00	\$1,800.00
Event longer than weekend	Negotiated	Negotiated
<u>Fabens Park Concession Rental</u>		
Concession Stand	Negotiated	Negotiated
<u>Fabens Park Tennis Court Rental</u>		
Per court rental fee	\$25.00	\$35.00
<u>Fabens Park Tournament & Special Event</u>		

(To be imposed at discretion of Director of Parks and Recreation)		
Daily	\$5.00	\$5.00
Weekend Parking Pass	\$10.00	\$10.00
<u>Equipment Rental</u>		
Daily Rental Fee	\$200.00	\$200.00
<u>Nickel Plate Park Parking</u>		
Daily	\$6.00	\$6.00
Seasonal	\$25.00	\$35.00
<u>Exclusive Field Reservation Rights per field (leagues only)</u>		
7-9 fields	\$125.00	\$175.00
4-6 fields	\$250.00	\$300.00

1-3 fields	\$500.00	\$550.00
	<u>Resident</u>	<u>Non Resident*</u>
<u>Facility Usage by Volume of Participation</u> (leagues only) Fee per participant	\$5.00	\$5.00
Exclusive Field Rentals for Individual Teams		
1 Field, 1 day per week	\$400.00	\$400.00
1 Field, 2 days per week	\$600.00	\$600.00
Exclusive Field Rentals for Tournaments		
All Fields, per day rate	\$700.00	\$700.00
Five (5) Fields or less, per day rate	\$400.00	\$400.00
Field Preparation	Negotiated	Negotiated

DEFINITION OF KEY TERMS

* Non-Resident shall be defined as a person or entity residing outside the Huron Joint Recreation District.

* Exclusive Use shall be defined as usage of a field, which prohibits the general public use of a facility and must be compensated for according to the guidelines established through the exclusive reservation rights schedule. (Tournaments & leagues)

* Event shall be defined as a scheduled activity of importance requiring the use of a city facility. (Tournaments included)

* Tournament shall be defined as a series of competitive contests for a championship. (1 - 3 Days)

* League shall be defined as an association, or organized group of teams engaged in competitive series of play against one another for a period greater than 3 days.

* Organized team shall be defined as a team who is sponsored privately or whose players are charged a fee to participate and is a member of a league or organization that engages in a scheduled series of games against other teams within that organization regardless of the location that the league/organization is based from.

* Huron Based Leagues shall be defined as a league of teams/participants which conduct all business and operations within the Huron Joint Rec District and include a vast majority of Huron/Huron Township residents as participants.

*Specified "Negotiated" fees will be established based on the services and/or time frame being requested. Factors of the fee may include but are not limited to: actual labor costs, equipment usage, utilities, etc. Fee quote will be provided in advance and incorporated into an agreement or registration form.

(Ord. 2018-3. Passed 2-13-18.)

165.03 Facilities Fees

Effective April 1, 2024, the following updated fees shall be in effect for the following facilities

Amphitheater Rental	Resident	Non-Resident*
Private Party (< 3 hours)	50	75
Small Event/Concert (< 3 hours)	250	300
Mid-Size Event (3 hours - 1 day)	500	600
Large Event (2 days)	1000	1200
Weekend Event (3 days)	1500	1800
Event Longer Than Weekend	Negotiated	Negotiated
Shelter Rentals	Resident	Non-Resident*
8:00am - 2:30pm	30	40
3:00pm - 9:00pm	30	40
8:00am - 9:00pm	60	80
Fabens Park Field Rental	Resident	Non-Resident*
Fields 1-9 (3-hour maximum)	35	50
Events at Fabens Park	Resident	Non-Resident*
Small Event (< 4 hours)	250	300
Mid-Size Event (4-8 hours)	500	600
Large Event (2 days)	1000	1000
Weekend Event (3 days)	1500	1800
Event Longer Than Weekend	Negotiated	Negotiated
Fabens Park Concession Rental	Resident	Non-Resident*
Concession Stand	Negotiated	Negotiated
Fabens Park Court Rental (Tennis and Pickleball)	Resident	Non-Resident*
Per Court Rental Fee (2 hours)	5	10
Tournament & Long-Term Rentals	Negotiated	Negotiated
Fabens Park Tournament & Special Event Parking Fees <i>(to be imposed at discretion of Parks & Recreation)</i>	Resident	Non-Resident*
Daily	N/A	N/A
Weekend Parking Pass	20	20
Equipment Rental	Resident	Non-Resident*
Daily Rental Fee	200	200
Exclusive Field Reservation Rights (per field - leagues only)	Resident	Non-Resident*
7-9 Fields	125	175
4-6 Fields	250	300
1-3 Fields	500	550
Facility Usage by Volume of Participants (Leagues Only)	Resident	Non-Resident*
Fee per Participant	5	5

Exclusive Field Rentals for Individual Teams	Resident	Non-Resident*
1 Field, 1 Day per Week	400	450
1 Field, 2 Days per Week	650	700
Exclusive Field Rental for Tournaments	Resident	Non-Resident*
All Fields, Per Day Rate	900	1500
Five (5) Fields, Per Day Rate	500	700
Field Preparation	Negotiated	Negotiated
Nickel Plate Beach Parking	Resident	Non-Resident*
Daily	7	7
Seasonal	25	40

DEFINITIONS OF KEY TERMS

*Non-Resident shall be defined as a person or entity residing outside the Huron Joint Recreation District.

*Exclusive Use shall be defined as usage of a field, which prohibits the general public use of a facility and must be compensated for according to the guidelines established through the exclusive reservation rights schedule (Tournaments & Leagues).

*Event shall be defined as a scheduled activity of importance requiring the use of a City facility (Tournaments included).

*Tournament shall be defined as a series of competitive contests for a championship (1-3 days).

*League shall be defined as an association or organized group of teams engaged in competitive series of lay against one another for a period greater than 3 days.

*Organized Team shall be defined as a team who is sponsored privately or whose players are charged a fee to participate and is a member of a league or organization that engages in a scheduled series of games against other teams within that organization regardless of the location that the league/organization is based from.

*Huron-Based Leagues shall be defined as a league of teams/participants which conducts all business and operations within the Huron Joint Recreation District and includes a vast majority of Huron/Huron Township residents as participants

*Negotiated Fees will be established based on the services and/or timeframe being requested. Factors affecting the fee may include, but are not limited to, actual labor costs, equipment usage, utilities, etc. A fee quote will be provided in advance and incorporated into an agreement or registration form.

(Ord. 2024-2. Passed _____)



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Resolution No. 10-2024 (*submitted by Doug Steinwart*)
DATE: March 12, 2024

Subject Matter/Background

This resolution authorizes an agreement between the City and the Huron Chamber of Commerce relating to the use of Lake Front Park for the Chamber of Commerce Lake Front Market event. The Huron Chamber of Commerce is requesting consideration for the use of a portion of Lake Front Park on Friday, June 7, 2024 from 5:00pm to 9:00pm, and the entirety of the park on Saturday, June 8, 2024 from 10am to 8pm to host their 5th annual "Lake Front Market" event. The event includes retail vendors, food vendors, wine sampling, music, the "Young Entrepreneurs" tent and other activities for children, just to name a few. The Chamber is requesting road closures at Wall Street/Williams Street and Center Street/Park Street for this event. The agreement includes placement of an advertising banner in the median area, obligates vendors to abide by the City's "Festival Regulations" and includes Council's approval of the organizer obtaining liquor permit for the event. The fee paid by the Chamber for this event is \$750.00, which is calculated by multiplying the facility rental fee of \$500 x 1-1/2 days.

Financial Review

The \$750 fee will be deposited as a rental fee in the Parks and Recreation Fund (207), which is used to support operating costs of the City's parks.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 10-2024 is in order.

[Resolution No. 10-2024 Exh 1 Lake Front Market Request.docx](#)
[Resolution No. 10-2024 Exh 2 Lake Front Market Map.pdf](#)
[Resolution No. 10-2024 Lake Front Market Event \\$750.docx](#)
[Resolution No. 10-2024 Exhibit A Lake Front Market Event.docx](#)

Matt Lasko
City of Huron

Dear Matt Lasko and The City of Huron,

I am writing to you on behalf of the Huron Chamber of Commerce's Festival Committee regarding our upcoming LakeFront Market event held on Friday, June 7th, 6pm-8pm and Saturday, June 8th, 10am-6pm. We would like to discuss some changes we plan to implement for the event, and we kindly request your assistance in facilitating these adjustments.

After careful consideration and consultation within our committee, we have decided to transition our Friday night event from a private "Sunset Sip & Shop" to an open-to-the-public afternoon market. This decision aligns with our vision to foster a more inclusive environment and enhance community engagement during the Market.

As a result of this change, we will not be supplying attendees with food from a catering service as it is no longer ticketed or private. Instead, we are interested in inviting food trucks to set up at the park Friday as well as Saturday. We kindly request permission to have three food trucks stationed at the LakeFront Park during the event, with the intention for them to remain overnight. To ensure the smooth execution of this plan, we have designated specific spaces for the food trucks, as outlined in the attached map. These spaces, labeled F1-F3, have been chosen to optimize accessibility and minimize disruption.

Furthermore, we want to assure you that we remain committed to maintaining a safe and secure environment throughout the event. As such, we plan to cover the expenses associated with additional patrol services as we have done in the past. We understand the importance of adhering to regulations and guidelines set forth by the City of Huron, and we assure you that we will uphold these standards throughout the event.

We greatly appreciate your attention to this matter and kindly request your approval for the proposed arrangements. Should you have any questions or require further information, please do not hesitate to contact me at director@huronchamber.com.

Thank you for your continued support and cooperation! I look forward to further discussion.

Sincerely,

Cydney Salmons
Executive Director
Huron Chamber of Commerce, Festival Committee



SPONSORED BY:



RESOLUTION NO. 10-2024
Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE HURON CHAMBER OF COMMERCE RELATIVE TO THEIR LAKE FRONT MARKET EVENT TO BE HELD AT LAKE FRONT PARK ON FRIDAY, JUNE 7th, 2024 and SATURDAY, JUNE 8th, 2024

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

SECTION 1: That the City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Huron Chamber of Commerce to utilize Lake Front Park for their Lake Front Market event to be held on Friday, June 7th, 2024 and Saturday, June 8th, 2024, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into by and between **THE CITY OF HURON, OHIO**, an Ohio Municipal Corporation, hereinafter referred to as “City” and **THE HURON CHAMBER OF COMMERCE**, a non-profit entity, hereinafter referred to as “Licensee.”

WHEREAS, Licensee has submitted a request for an event known as the Lake Front Market; and,

WHEREAS, the City endorses events which promote the waterfront and city parks for the enjoyment of its citizens and visitors.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City hereby grants a revocable license to Licensee to use the City-owned property known as “Lake Front Park” for the event set forth in the schedule attached hereto and made a part hereof as Exhibit A, for the site of the Huron Lake Front Market from June 7, 2024 at 2:00pm through June 8, 2024 at 9:00pm.
2. Unless revoked prior to same, this License is valid from June 7, 2024, at 2:00pm through June 8, 2024 at 9:00pm at which time this Agreement shall automatically terminate.
3. Licensee agrees to compensate the City for the cost of this License in the amount of Seven Hundred Fifty Dollars (\$750). Said fee shall be payable in advance no later than May 31, 2024. The parties agree that the fee for this event is similar to that which is codified for use of comparable city owned properties for a duration of one and one-half days. If either party terminates this agreement prior to the event, the fee is fully refundable.
4. This License Agreement shall accommodate the request to close those portions of Wall Street and Center Street as identified in Exhibit B. Licensee shall provide written notice to all residents with direct access to a public thoroughfare within the road closure area no later than May 31, 2024, and shall also be responsible for the supervision of the closures to permit affected residents’ access. Further, Licensee shall abide by all of the City’s Festival Regulations, attached hereto as Exhibit C.
5. The City hereby grants the placement of one (1) banner for advertising signage to be erected in the median area of U. S. Route 6/Center Street commencing on May 17, 2024 and removed on June 9, 2024.
6. Licensee, its employees, volunteers, and vendors shall at all times during the pendency of this License comply with all applicable laws and regulations, including but not limited to Huron Codified Ordinances and the Ohio Revised Code, and shall secure in advance of event any necessary permits and authorizations for local or state agencies. This shall include, but not be limited to, permits and/or approval from the Ohio Division of Liquor Control, Erie County Health Department, and the Huron Fire Department.

7. The City shall have the unilateral and voluntary right and option to revoke, terminate or modify this Agreement in the event the property being leased to the Licensee becomes unavailable by reason of the construction of public improvements on said property by the City. The decision as to whether the property is unavailable shall be decided by the Huron City Administration, notice of the meeting at which such termination is to be discussed shall be given to the Licensee at least seven (7) days prior to the date of the meeting.

8. The City shall notify the Licensee as soon as it can reasonably be done, of any impending public works construction that might adversely affect the use of the property by the Licensee.

9. The City, in its sole and absolute discretion, shall further have the unilateral and voluntary right to revoke and/or terminate this Agreement, for any reason, upon ten (10) days prior written notice to Licensee. Similarly, Licensee shall have the right to terminate this Agreement, for any reason, upon ten (10) days prior written notice to Licensee. Timely notice of termination by either party shall relieve any financial obligation of Licensee to City.

10. The City approves the issuance of a liquor permit by the Ohio Division of Liquor Control for the Huron Lake Front Market event. In the event a liquor permit is issued, and subject to any and all limitations and/or conditions on the permit issuance as promulgated by the Ohio Division of Liquor Control, the City requires that the date liquor may be served and consumed is limited to June 7, 2024 from 5:00pm to 9:00pm, and on June 8, 2024 from 10:00am to 8:00pm, and the area that liquor may be served and consumed is limited to the area set forth in the diagram attached hereto as Exhibit D.

11. The Licensee agrees to defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, demands, expenses, fines, fees, judgments, penalties, loss, liability, or any suits or proceedings arising or claimed to arise directly or indirectly from Licensee's acts or omissions and use of City-owned property, or the use of same by participants, workers, vendors, invitees, guests, and spectators of the event as authorized by this Agreement, and Licensee shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000) for bodily injury and death; Fifty Thousand Dollars (\$50,000) for property damage, which policies shall name City as an additional named insured by endorsement, and shall also provide coverage and/or a rider or endorsement to cover Licensee's serving of alcohol and spirits on City-owned (commonly known as "social host liability" coverage). Licensee shall furnish City with a certificate evidencing that all required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, on or before June 1, 2024, and a copy of the insurance certificate shall herein be attached and incorporated as Exhibit E. Such policy shall include a 30-day cancellation clause. This indemnification shall include all costs of defense, including reasonable attorneys' and expert witness fees, and shall also extend to use of the any City equipment by the Licensee, if any. The provisions of this Section 11 shall survive the termination of this Agreement regardless of reason.

12. Licensee agrees to leave the park in the condition it was found prior to each use. Licensee understands that if the park is not left in the manner it was presented, the Licensee will be charged for any damages or clean up.

13. The rights and authority conveyed through this License shall not be assignable or transferrable by either party. This License shall not be recognized as valid, unless otherwise specified herein, for any sublicense, sublease, subcontract, or any other legal or beneficial conveyance to another party regardless of whether said sublicense, sublease, subcontract or conveyance is in exchange for compensation.

14. This License constitutes the entire Agreement between the parties and supersedes all prior oral and written agreements or understandings entertained prior to the date hereof. This Agreement shall only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands to duplicate copies of this Agreement as of the dates set forth below.

HURON CHAMBER OF COMMERCE

CITY OF HURON, OHIO

Cydney Salmons, Executive Director

Matthew Lasko, City Manager

Date: _____

Date: _____

Approved as to Form:

Todd A. Schrader
Law Director

[illegible]

EXHIBIT B: ROAD CLOSURE LAYOUT

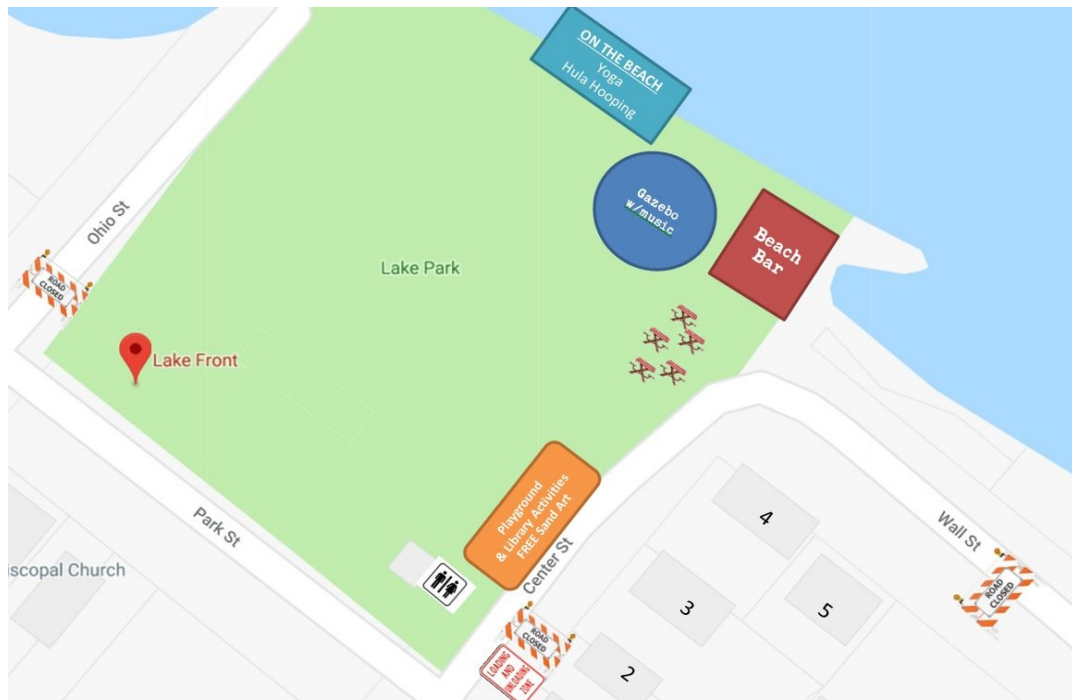


EXHIBIT C: FESTIVAL REGULATIONS

Festival Regulations

The City of Huron has adopted, and the Fire Division enforces, the latest version of the Ohio Fire Code. The following regulations are highlighted to minimize misunderstanding between Fire Division personnel and festival vendors. The Ohio Fire Code, in its entirety, and the judgment of the Authority Having Jurisdiction (The Fire Chief or Designee) will continue to be the ultimate Authority regarding public fire safety.

It shall be the responsibility of the organization hosting the event (Permit Holder) to provide this information to all vendors, and to arrange for the inspection(s) with the Fire Division. Any one of these violations or any regulation cited shall be corrected immediately or the vendor will not be allowed to open until violation(s) are corrected. Absolutely, no exceptions will be made.

- All electrical connections and / or equipment **shall be** in full compliance with all requirements of the National Electric Code (NFPA 70). The City of Huron Electrical Inspector **shall be** contacted (419-357-1006) by the Permit Holder before each event for an electrical inspection.
- All required Fire extinguishers **shall be** properly tagged by a qualified service company within the past year according to (NFPA 10) Ohio Administrative Code 1301:7-7-45. You can locate a qualified company in the yellow pages under Fire Extinguishers.
- All tents, booths, trailers or canopies not occupied by the public used for cooking **shall have** at least one (1) portable fire extinguisher with a minimum 4-A:40:BC rating, or two (2) portable fire extinguishers with a minimum 2-A:10:BC rating. Vendors utilizing Deep Fryers shall have at least one Class K extinguisher with a minimum rating of 2-A:K.
- If cooking under a tent/canopy the tent **must have a permanently affixed label** (FM-2403.3) meeting (NFPA 701, Annex D) (NFPA 5000, Chapter 32) (NFPA 1, Chapter 25) of flame propagation.
- Fuel powered rides must have at least one (1) properly serviced & tagged extinguisher with a rating of 40:BC.

Festival Regulations

The City of Huron has adopted, and the Fire Division enforces, the latest version of the Ohio Fire Code. The following regulations are highlighted to minimize misunderstanding between Fire Division personnel and festival vendors. The Ohio Fire Code, in its entirety, and the judgment of the Authority Having Jurisdiction (The Fire Chief or Designee) will continue to be the ultimate Authority regarding public fire safety.

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- If cooking under a tent/canopy the tent **must have a permanently affixed label** (FM-2403.3) meeting (NFPA 701, Annex D) (NFPA 5000, Chapter 32) (NFPA 1, Chapter 25) of flame propagation.
- Fuel powered rides must have at least one (1) properly serviced & tagged extinguisher with a rating of 40:BC.

EXHIBIT D: DESIGNATED AREA FOR SERVICE AND
CONSUMPTION OF ALCOHOLIC BEVERAGES

Friday Night Sip & Shop

6:30-8:30



Red Line indicates roped off area



EXHIBIT E - LIABILITY INSURANCE



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Resolution No. 18-2024 (*submitted by Doug Steinwart*)
DATE: March 12, 2024

Subject Matter/Background

When the original project was awarded, the City awarded a base bid to dredge 10,000 cubic yards to satisfy our 2023 allowance, then a bid alternate of 5,650 to finish the dredge within our 2024 allowance. Prior to commencement, a final pre-dredge survey was carried out and reconciled between KS (our engineer) and Huffman (contractor) for final numbers. These numbers showed the need to dredge an additional 1,850, bring the 2024 dredge numbers to 7,500, keeping us well within our yearly allowance. This would bring the total contract cost to \$394,105 (additional \$27,657.50).

Financial Review

There is sufficient budget in the Capital Improvement Fund (Fund 401) to accommodate this change order in the amount of \$27,657.50, bringing the total contract price to \$394,105.

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. 18-2024 is in order.

[Resolution No. 18-2024 CO#1 Huffman Equip Rental Boat Basin Maint Dredging \\$27,657.50 \(1\).docx](#)
[Resolution No. 18-2024 Exh A Huffman Equip Rental CO#1 \\$27,657.50.pdf](#)

RESOLUTION NO. 18-2024
Introduced by Matt Grieves

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FROM HUFFMAN EQUIPMENT RENTAL & CONTRACTING, INC. FOR THE PROVISION OF ADDITIONAL DREDGING, TRANSPORT AND PLACEMENT OF AN ADDITIONAL 1,850 CUBIC YARDS OF DREDGE MATERIAL RELATING TO THE HURON BOAT BASIN MAINTENANCE DREDGING PROJECT IN AN AMOUNT NOT TO EXCEED TWENTY-SEVEN THOUSAND SIX HUNDRED FIFTY-SEVEN AND 50/100 DOLLARS (\$27,657.50), BRINGING THE AGGREGATE AMOUNT OF THE CONTRACT TO THREE HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED FIVE AND XX/100 DOLLARS (\$394,105.00)

WHEREAS, Council previously adopted Resolution No. 82-2023 on November 28 2023, authorizing an Agreement with Huffman Equipment Rental & Contracting, Inc. for the provision of dredging, transport, and placement of dredge material relating to the Huron Boat Basin Maintenance Dredging Project in the amount of \$366,447.50;

WHEREAS, Huffman Equipment Rental & Contracting, Inc. has submitted Change Order #1 in the amount of \$27,657.50 relating to the Huron Boat Basin Maintenance Dredging Project due to allow for removal of an additional 1,850 cubic yards of dredge material in order to achieve the originally-proposed dredge depth of -8 LWD, 561.2 IGLD 1985, which increases the total contract to \$394,105.00; and

WHEREAS, the City and Council believe the changes requested are reasonable and necessary for the successful completion of the project.

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

SECTION 1: That the City Manager be, and he hereby is, authorized to accept Change Order No. 1 in the amount of Twenty-Seven Thousand Six Hundred Fifty-Seven and 50/100 Dollars (\$27,657.50) to the Huffman Equipment Rental & Contracting, Inc. to reflect removal of an additional 1,850 cubic yards of dredge material for the Huron Boat Basin Maintenance Dredging Project, bringing the contract total to an amount not to exceed Three Hundred Ninety-Four Thousand one Hundred Five and XX/100 Dollars (\$394,105.00). A copy of Change Order #1 is attached hereto as Exhibit "A."

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

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:

Date of Issuance: January 16, 2024

Effective Date: January 16, 2024

Owner: City of Huron

Owner's Contract No.: Not used

Contractor: Huffman Equipment Rental & Contracting, Inc.

Contractor's Project No.: Not used

Engineer: KS Associates, Inc.

Engineer's Project No.: 18031-1

Project: Maintenance Dredging

Contract Name: Maintenance Dredging of the Huron Boat Basin

The Contract is modified as follows upon execution of this Change Order:

Description:

Item 1: Pre-dredge survey data warrants Additive Bid Item 1 – Dredging, transport, and placement of dredge material to have an additional 1,850 cubic yards in order to achieve an originally-proposed dredge depth of -8 LWD, 561.2 IGLD 1985. An increase in Additive Bid Item 1 from 5,650 cubic yards to 7,500 cubic yards is applied. Total contract amount of dredging, transport, and placement of dredge material is now 17,500 cubic yards. Additional 1,850 cubic yards is to be applied at the Contract Unit Cost of \$14.95/cubic yard.

Attachments:

None.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 366,447.50	Original Contract Times: Substantial Completion: <u>April 15, 2024</u> Ready for Final Payment: <u>April 15, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>000</u> to No. <u>001</u> : N/A – No previous Change Orders \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. 000 to No. 001: Substantial Completion: <u>April 15, 2024</u> Ready for Final Payment: <u>April 15, 2024</u> days
Contract Price prior to this Change Order: \$ 366,447.50	Contract Times prior to this Change Order: Substantial Completion: <u>April 15, 2024</u> Ready for Final Payment: <u>April 15, 2024</u> days or dates
<u>[Increase]</u> [Decrease] of this Change Order: \$ 27,657.50	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>April 15, 2024</u> Ready for Final Payment: <u>April 15, 2024</u> days or dates
Contract Price incorporating this Change Order: \$ 394,105.00	Contract Times with all approved Change Orders: Substantial Completion: <u>April 15, 2024</u> Ready for Final Payment: <u>April 15, 2024</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: 	By: _____	By: _____	By: 	By: _____	By: _____
Engineer (if required)		Owner (Authorized Signature)	Contractor (Authorized Signature)		
Director of Coastal					
Title: Engineering Services	Title: _____	Title: Owner	Title: Michael Huffman - President		
Date: 01/11/2024	Date: _____	Date: _____	Date: 01/18/2024		

Approved by Funding Agency (if applicable)

By: N/A Date: _____
Title: _____



TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Resolution No. 19-2024 (*submitted by Jack Evans*)
DATE: March 12, 2024

Subject Matter/Background

Resolution No. 19-2024 accepts the proposal of Smith Paving & Excavating in the amount of \$29,535.00 for removal of the south sludge retention dike at the Huron Water Filtration Plant.

There are 2 sludge retention dikes at the WFP and the north dike was removed in 2023. Each year, staff dredges the sludge lagoon and moves this sludge to the dike to dry. When the dike becomes full, the dried sludge must be hauled off site. This occurs every 2-3 years. The border of the retention dike is removed and hauled away as this is the driest part of the dike. The center is then bulldozed to create a new border. This allows for the center to be empty and filled with more dredging material from the lagoon. All washwater and basin sludge is sent to the lagoon. Sludge is created from all of the solid materials that is removed from the Lake water as part of the treatment and purification process.

This year is more expensive due to the fact that a base road must be installed to access this dike. This dike has never been hauled away before and is difficult to access. The south dike was installed in recent years and was necessary due to increased flows at the WFP. One retention dike was no longer large enough to hold the yearly dredged materials. The WFP began 24/7 operations in 2021 due to increased demand. Flows have doubled since 2019 and the city anticipates even more growth. More water treated equals more sludge produced.

Financial Review

The sludge lagoon maintenance budget in the Water Capital Fund will be used for this project.

Amount: \$29,535

Account: 603-9501-55975

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. 19-2023 is in order.

[Resolution No. 19-2024 Smith Paving & Excavating Silt Dike Removal \\$29,535 \(2\).docx](#)

[Resolution No. 19-2024 Exh A Smith Paving Retention Dike Removal \\$29,535.pdf](#)

RESOLUTION NO. 19-2024

Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH SMITH PAVING & EXCAVATING INC. FOR CONSTRUCTION SERVICES RELATING TO REMOVAL OF THE SLUDGE RETENTION DIKE AT THE HURON WATER FILTRATION PLANT IN THE AMOUNT OF TWENTY-NINE THOUSAND FIVE HUNDRED THIRTY-FIVE AND XX/100 DOLLARS (\$29,535.00)

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with Smith Excavating & Excavating, Inc. For construction services relating to removal of the sludge retention dike at the Huron Water Filtration Plant in the amount of Twenty-Nine Thousand Five Hundred Thirty-Five and xx/100 Dollars (\$29,535.00), which proposal is attached hereto as Exhibit "A" and incorporated herein by reference.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

ENGINEERING BY OTHERS. ALL TESTING AND PERMITS BY OTHERS



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 20-2024 (*submitted by Stuart Hamilton*)
DATE: March 12, 2024

Subject Matter/Background

This project will expand HPP's distribution footprint out of its historical distribution area, which is currently Huron Corporate Park and Mucci Farms. We have always been restricted by the train tracks that cross Rye Beach Road. This project will expand the network under the tracks to the western end of Sawmill Parkway. This expansion is the first project planned to deliver cheap and reliable power to more businesses within the City of Huron, and eventually to our Residents also.

We expect this project to be completed by the end of the summer. Total cost of the construction will be \$369,870. There is also additional switchgear required in the amount of \$58,700, bringing the total project cost to \$428,570.

Financial Review

As presented during 2024 budget meetings, the City will utilize the Community Infrastructure Fee Fund to pay for this project. Following this project, the fund will transition to a Capital Project Fund for Huron Public Power.

Amount: \$369,870
Account: 655-5100-55934

Legal Review

The matter has been reviewed, follows n

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 20-2024 is in order.

[Resolution No. 20-2024 DRS Enterprises Bid Award \\$369,870 \(3\).docx](#)

RESOLUTION NO. 20-2024

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND ENTER INTO AN AGREEMENT WITH DANIEL R. SCHMOLDT ENTERPRISES, INC. FOR CONSTRUCTION SERVICES RELATING TO THE 2024 HURON PUBLIC POWER DISTRIBUTION SYSTEM EXPANSION PROJECT – PHASE 1 IN THE AMOUNT OF THREE HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED SEVENTY AND XX/100 DOLLARS (\$369,870.00)

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to award the bid and enter into a Vendor Agreement with Daniel R. Schmoldt Enterprises, Inc. for construction services relating to the 2024 Huron Public Power Distribution System Expansion Project – Phase 1 in the amount of Three Hundred Sixty-Nine Thousand Eight Hundred Seventy and xx/100 Dollars (\$369,870.00), which Agreement shall be on file in the office of the Clerk of Council.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 23-2024 (*submitted by Stuart Hamilton*)
DATE: March 12, 2024

Subject Matter/Background

This project will expand HPP's distribution footprint out of its historical distribution area, which is currently Huron Corporate Park and Mucci Farms. We have always been restricted by the train tracks that cross Rye Beach Road. This project will expand the network under the tracks to the western end of Sawmill Parkway. This expansion is the first project planned to deliver cheap and reliable power to more businesses within the City of Huron, and eventually to our Residents also.

We expect this project to be completed by the end of the summer. Total cost of the construction will be \$369,870. There is also additional switchgear required in the amount of \$58,700, bringing the total project cost to \$428,570.

Financial Review

As presented during 2024 budget meetings, the City will utilize the Community Infrastructure Fee Fund to pay for this project. Following this project, the fund will be depleted, and the City will transition the fund to a Capital Project Fund for Huron Public Power.

Amount: \$58,700

Accounts: 654-5100-55934/655-5100-55934

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. 23-2024 is in order.

[Resolution No. 23-2024 Pepco Agr Switch Gear HPP Exp \\$58,700 \(1\).docx](#)
[G&W Quote Pepco.pdf](#)

RESOLUTION NO. 23-2024

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH PEPKO PROFESSIONAL ELECTRIC PRODUCTS COMPANY FOR THE PURCHASE OF SWITCH GEAR RELATING TO THE 2024 HURON PUBLIC POWER EXPANSION PROJECT IN THE AMOUNT OF FIFTY-EIGHT THOUSAND SEVEN HUNDRED AND XX/100 (\$58,700.00)

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with Pepco Professional Electric Projects Company for the purchase of switch gear relating to the 2025 Huron Public Power Expansion Project in the amount of Fifty-Eight Thousand Seven Hundred and XX/100 Dollars (\$58,700.00), a copy of the proposal is attached hereto as Exhibit A and incorporated herein by reference.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



Quotation

QUOTE DATE	QUOTE NUMBER
02/02/24	S101541255
ORDER TO: PEPCO AKRON 1140 E. WATERLOO ROAD AKRON OH 44306 330-896-3790 Fax 330-896-1661 briemenschneider@pepconet.com	PAGE NO. 1 of 1

QUOTE TO:
CITY OF HURON
417 NORTH MAIN ST
HURON, OH 44839

SHIP TO:
CITY OF HURON
417 NORTH MAIN ST
HURON, OH 44839
419-433-5000

WRITER		CUSTOMER ORDER NUMBER		RELEASE NUMBER/JOB NAME		SALESPERSON			
BRIEMENS						ROBERT RUMBAUGH			
ORDERED BY		SHIP VIA		TERMS		VALID THROUGH		FREIGHT TERMS	
		BEST WAY		Net Due 30 Days		02/02/24		No	
ORDER QTY	DESCRIPTION			Unit Price			Extension		
1ea	^G&W RPF142-376-12-9F PER SQ-75651:A This specific Lot Shipment has no related material detail defined.			58700.000			58700.00		
				Subtotal			58700.00		
				Est Tax			0.00		
				S&H CHGS			0.00		
				Amt Paid			0.00		
				Amount Due			58700.00		

Quotation is valid through date listed above and subject to change without notice. All applicable taxes and freight may not be included.

Returns may be subject to restocking fees and/or freight.

All items are subject to manufacturer terms and conditions.

Please see our website at WWW.PEPCONET.COM/TERMS for details.

Quotation is valid through date listed above and subject to change without notice. All applicable taxes and freight may not be included. Returns may be subject to restocking fees and/or freight. All items are subject to manufacturer terms and conditions. Please see our website at WWW.PEPCONET.COM/TERMS for details.

Customer: Distributer
Date: 2/1/2024
Validity: 30 Days
Quotation Number: SQ-75651: A
Customer Reference: City of Huron

Item 1: 15kV, 110 kV BIL SF6 Insulated Padmount Switch, Catalog No. RPF142-376-12-9F

Quantity: 1

Ways 1 and 2:

- Three Phase Rotary Puffer load break switch
- 630 Amps continuous and loadbreak.
- 25kA asym. momentary, and close-into-fault rating.
- 600 A Quick Change field replaceable bushings

Ways 3 and 4:

- Three Phase 630 Amp Type FI fault interrupter
- 12.5kA sym. maximum interrupting rating
- 500:1 internally mounted current transformers to provide field selectable trip levels from 15-300A
- Type 2 Vacuum Interrupter Control housed in a NEMA 4X enclosure.
- 200A Bushing Wells per IEEE 386 interface 3

Standard Features:

- Front Access to switch operators and bushings.
- Welded ¼" mild steel tank and frame.
- Parking stands for all bushings
- 12 gauge galvanized steel padmount enclosure with 24" cable compartments. Meets ANSI C37.72 & C57.12.28 standards
- Enclosure painted Padmount Guardian Green.
- 24" minimum bushing height
- ½"-13 NC grounding provisions
- Padlockable operating mechanism – padlocks are not included
- 3" diameter circular viewing windows to verify OPEN/ CLOSED position
- Green/ OPEN – Red/ CLOSED labeling

Applicable Industry Standards:

Load Break Switch Ratings: IEEE C37.74

Fault Interrupter Ratings: IEEE C37.60

Bushings: IEEE 386

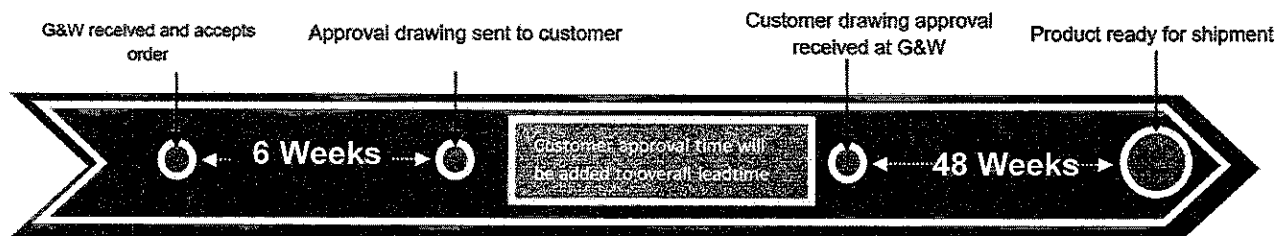
Padmount Enclosure: IEEE C57.12.28

Exceptions/Clarifications:

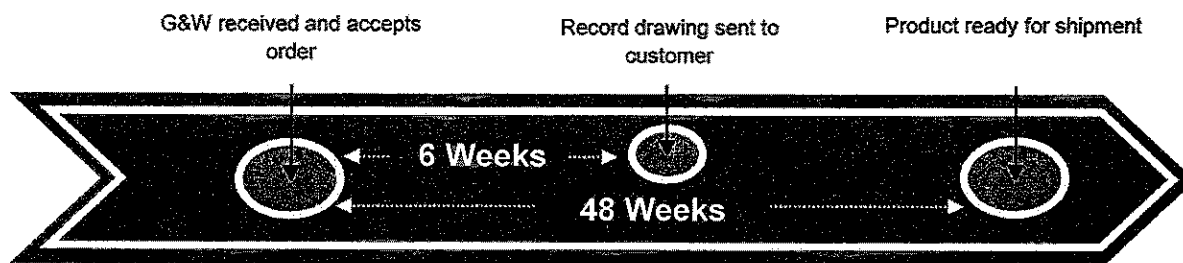
- Elbows and rubber parts provided by others
- All other materials not mentioned in the above quote are provided by others

Commercial Terms and Conditions

Approval Order: Order requiring customer approval of top level drawing prior to release to production



Record Order: Order released straight to production (customer waived approval)



Submittal drawings (if required):

If required, submittal drawings will be issued for approval 6 weeks after receipt of order.

Lead time for shipment:

48 weeks after receipt of order and release to production.

Submittal and shipment lead time is subject to change at the time of order receipt due to dynamic component lead time and factory loading conditions.

Shipping Terms: FOB-Destination

Freight: Prepaid and Allowed by best means available

Manufacturing Location: G&W reserves the right to manufacture the product(s) on this quotation in either the Bolingbrook, IL (USA) or Brampton, ON (Canada) facility based on best available capacity.

Payment: Net 30 days Payment terms are subject to G&W Finance Department approval.

Purchase Order Submission: Purchase order should be addressed to:

G&W Electric Co.
305 W. Crossroads Parkway
Bolingbrook, IL 60440-4938

Terms & Conditions:

Warranty and all other terms and conditions are as per SM-F-1 Rev 8 below.



TERMS OF PAYMENT

Domestic accounts - Net 30.

International accounts - Standard terms are an irrevocable letter of credit, confirmed by a Prime U.S. bank, for the full amount of the contract, valid for at least 60 days beyond the latest quoted shipping date. Other terms may be granted upon receipt of satisfactory credit references and approval by our Finance Department. Letter of credit must be received prior to release of the order to manufacturing.

Late payment charge of 1½% per month on all past due invoices and unpaid balances. Shipments and deliveries hereunder shall at all times be subject to the judgment of Seller that the financial condition of Buyer at all times justifies continuance of shipments and deliveries hereunder. If Buyer shall fail to make any payments in accordance with the terms and provisions hereof, Seller, in addition to its rights and remedies, but not in limitation thereof, may at its option, defer shipments or deliveries hereunder, or under any other contract with the Buyer, except upon receipt of satisfactory security or of cash before shipment.

PRICE POLICY

It is G&W's policy to publish for sole use of our domestic representatives *Confidential* price lists of our Standard Products. Quoted prices are firm for 30 days (60 days international). Orders placed after 30 days (60 days international) are subject to price in effect at time of acceptance. Notwithstanding the foregoing sentence, Seller reserves the right to increase prices for undelivered Products in the event of an increase in the cost of raw material or third-party components or a change in market conditions prior to the agreed upon delivery time. Customer requests to extend originally agreed to delivery date will be subject to price escalation.

TAXES

Any taxes which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand.

FREIGHT TERMS

Terms as stated in the attached quotation.

MINIMUM ORDER CHARGE

Domestic destination - \$250 Net

International destination - \$500 Net

EXPORT PACKING

Export order for all material or devices (except compound alone) - add 5% to net price of order. Export orders for compound alone -- add 50¢ per gallon.

TITLE AND INSURANCE

Seller assumes no responsibility for insuring shipments unless specifically requested by Buyer and then only at Buyer's expense and valuation. Regardless of freight payments, all risk of loss shall pass to Buyer upon delivery by Seller to carrier at F.O.B. point.

WARRANTY

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS SOLD HEREUNDER. For Cable Accessories Python line products ("Kits"):

A. Seller warrants Kits sold hereunder to be free from defects in material and workmanship under normal use and service for a period of one (1) year from date of installation of the Kit if: (i) the Kit is installed within one (1) year of the date of its shipment; (ii) the installation of the Kit is performed solely by Seller or by a Seller approved third-party ("Certified Installer"), and; (iii) the appropriately completed warranty datasheet is returned by Buyer to Seller within 15 days of the date of installation of such Kit.

B. For Kits (i) not installed within one (1) year of the date of shipment or (ii) Kits installed within one (1) year of the date of shipment by a Certified Installer but Buyer has not complied with the requirements of A(iii) above, Seller warrants that such Kits shall be free from defects in material and workmanship under normal use and service for a period of one (1) year from date of shipment.

C. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND WARRANTY OBLIGATIONS WITH RESPECT TO ANY KITS THAT HAVE BEEN INSTALLED BY A PERSON OR ENTITY THAT IS NOT A CERTIFIED INSTALLER.

For goods sold hereunder other than Kits:

A. Seller warrants all goods sold hereunder to be free from defects in material and workmanship under normal use and service for a period of eighteen (18) months from the date of shipment by Seller, or twelve (12) months from date of commissioning by End-User, whichever comes first.

Seller's obligation under these warranties is limited to repair or replacing, at its option, any goods, which upon inspection by Seller shall disclose to Seller's satisfaction to have been defective in material or workmanship. Buyer must return the goods to Seller's factory, shipping charges prepaid, with complete information as to alleged defects and the installation, operation and service of the goods.

LIMITS OF LIABILITY

Seller shall not be liable for, and Buyer shall indemnify the Seller from liability arising from injury or damage to property or persons caused in any manner by the operation, possession or use of the goods sold hereunder. The liability of Seller arising out of the supplying of any goods, or their use, whether on warranties or otherwise, shall not in any case exceed the cost of correcting defects in the goods as herein provided. Seller shall not in any event be liable for any labor expended by Buyer on any defective goods or for any special direct, indirect or consequential damages arising out of or in connection with the use or performance of the goods. Seller assumes no responsibility with respect to the capacity of Seller's goods to function as components in other products. Buyer assumes full responsibility for specifications and design of any product in which Seller's goods may become components and shall indemnify Seller against any liability attributed to any inadequacy in such specifications or design. Seller shall not be liable for mis-operation or misapplication of goods sold or supplied due to unusual or abnormal electrical system disturbances. **Important Notice:** User shall determine the suitability of the products for intended use and assume all risk and liability in connection therewith.



DELAY

Shipping dates are approximate and are based upon prompt receipt of all necessary information. The Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to acts of God, war, riot, embargoes, acts of civil or military authorities, priorities, allocations, fires, floods, epidemics, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortage of cars, fuel, labor, manufacturing facilities, components or materials, acts of the Buyer, or any other cause beyond the reasonable control of the Seller. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

PATENTS

Seller will defend at its own expense any action brought against Buyer, to the extent that it is based on a claim that the goods furnished by Seller infringe a U.S. patent, and Seller will pay those costs and damages finally awarded against Buyer in any such action which are attributable to any such claim, but such defense and payments are conditioned on the following: (a) that Seller shall be notified promptly in writing by Buyer of any notice of such claim; and (b) that Seller shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (c) should the goods become or in Seller's opinion be likely to become the subject of a claim of infringement of a U.S. patent, that Buyer shall permit Seller at its option and expense either to procure for Buyer the right to continue using the goods or to replace or modify the same so that it becomes non-infringing. The foregoing states the entire liability of Seller with respect to infringement of patents by the goods or any part thereof. Buyer shall hold Seller harmless against any expense, judgment or loss on account of any actual or alleged infringement of any patents, copyrights or trademarks which result from Seller's compliance with Buyer's designs, specifications or instructions.

PATTERNS AND TOOLS

Any patterns and tools heretofore or hereafter acquired specially to produce goods for Buyer shall become the property of the Seller. If Buyer does not order goods produced with such property for a period of two years, Seller may dispose of such property.

ORDER CANCELLATION

Non-Engineered Products

- A. Standard catalogued items not yet through complete order entry, no charge.
- B. Standard catalogued items through order entry but not yet in production - \$250.00 domestic; \$500 international.

Engineered Products

- A. Orders through order entry but not yet in engineering process - \$250.00 domestic; \$500 international.
- B. Orders in engineering process - 25% of order value plus any vendor charges levied against G&W for advanced ordered materials.
- C. Approval drawings furnished and materials advanced ordered - 35% of order value plus cost of materials ordered.
- D. Order released for production - up to 100% of order value.

STORAGE

Equipment on which manufacture or delivery is delayed, due to any cause within the Buyer's control, may be placed in storage by Seller, for Buyer's account and risk, and regular charges therefore and expenses in connection therewith shall be paid by Buyer, but if, in Seller's opinion, it is unable to obtain, or continue with such storage, Buyer will, on request, provide or arrange for suitable storage facilities and assume all costs and risks in connection therewith.

RETURN OF MATERIAL

No material shall be returned without first having secured approval and terms for return, along with necessary returned goods forms, from G&W Electric Co. Final acceptance of authorized returns will be made when the material is received at the factory.

COMPLIANCE WITH LAWS

Seller certifies that the goods sold hereunder were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938 amended and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

GENERAL

A valid agreement binding upon Seller will only come into being as of the time a formal written acknowledgement of a purchase order is sent to Buyer by Seller. Such agreement is not assignable by Buyer without written approval of Seller. Such agreement will be governed by the laws of the State of Illinois. Waiver by Seller of a breach of any of the Terms and Conditions of this or any other agreement with Buyer shall not be construed as a waiver of any other breach.

ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between Seller and Buyer, and such agreement may not be modified or amended except by a writing executed after the date hereof by an authorized officer of Seller. Seller shall not be bound by any terms of Buyer's purchase order forms or other documents which attempt to impose conditions at variance with Seller's Terms and Conditions of Sale set forth herein unless the same shall be specifically agreed to in writing by an authorized officer of Seller. Seller's failure to object to the provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of these Terms and Conditions which shall constitute the entire agreement between the parties.

INSTALLATION, SERVICING OR ERECTION

Installation, erection or servicing of the equipment or supervision thereof by Seller, if specified or requested by Buyer, is available. Contact Factory for terms and conditions.



TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Resolution No. 24-2024 (*submitted by Jack Evans*)
DATE: March 12, 2024

Subject Matter/Background

This legislation is to award the construction contract to Speer Brothers, Inc. for the South Main Street Watermain Project in the amount of \$2,549,899. This project consists of water main replacement and road resurfacing plans on the following streets:

South Main Street: Rivers Edge Drive to Huron-Avery Road

Huron-Avery Road: South Main Street to City Limit

Mudbrook Road: South Main Street to House No. 1125

Valley View Drive: South Main Street to West Terminus

Hickory Road: Valley View Drive to Forest Hills Drive

Forest Hills Drive: West Terminus to South Main Street

Huron Street: US 6 to Mills Street

Mills Street: Main Street to Huron Street

It is hoped this project will be completed in 2024. We expect the total cost of this project all-inclusive to be \$3,006,704.

A copy of OHM Advisors' recommendation to award the bid letter is attached hereto as Exhibit 1.

Financial Review

The S. Main Street Waterline Project was included in the 2024 budget out of the Water Capital Fund. The City will largely utilize the Ohio Water Development Authority low-interest loan program to initially fund the project. Water sales will fund the annual loan payments.

Amount: \$2,549,899

Account: 603-9501-55963

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. 24-2024 is in order.

[Resolution No. 24-2024 Speer Brothers Bid Award S Main Street Watermain \\$2,549,899.docx](#)

[Resolution No. 24-2024 Exh 1 Speer Bros Inc S Main St Water Main Bid Award \\$2,549,899.pdf](#)

RESOLUTION NO. 24-2024

Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID AND ENTER INTO AN AGREEMENT WITH SPEER BROTHERS, INC. FOR CONSTRUCTION SERVICES RELATING TO THE SOUTH MAIN STREET WATER MAIN REPLACEMENT PROJECT IN THE AMOUNT OF TWO MILLION FIVE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED NINETY-NINE AND XX/100 DOLLARS (\$2,549,899.00)

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with Speer Brothers, Inc. For construction services relating to the South Main Street Water Main Replacement Project in the amount of Two Million Five Hundred Forty-Nine Thousand Eight Hundred Ninety-Nine and xx/100 Dollars (\$2,549,899.00), a copy of which agreement is on file in the office of the Clerk of Council.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



March 5, 2024

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

S. Main Street Watermain Replacement

City of Huron

Recommendation to Award Contract

The following is a summary of bids received, tabulation notes and analysis, and recommendation to award for the above-referenced project:

Description of Bids

- The Base Bid proposal includes all open-cut installation for the water main, except for the portion under Cleveland Road E (US 6), which will be directional drill installation.
- The Bid Alternate #1 includes opportunity for more directional drill installation of the water main.
- Bid Alternate #1 prices replaces some Base Bid prices, as described below. It is not additional work or cost to the project.

Engineer's Estimate

- The Engineer's Official Estimate of Probable Cost for Base Bid is \$3,139,235.00.
- The Engineer's Official Estimate of Probable Cost for Bid Alternate #1 is \$1,261,475.00.

Bids Received

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

Bidder	Base Bid	Bid Alternate #1
1. Speer Brothers, Inc.	\$2,549,899.00	\$880,650.00
2. Buckeye Excavating & Construction, Inc.*	\$2,742,010.00	N/A
3. Fabrizi Trucking & Paving Co., Inc.**	\$2,982,257.75	N/A
4. Underground Utilities, Inc.	\$3,083,570.85	N/A

Bid Tab Calculation Notes

- **Fabrzi had the following mathematical error:
 - Ref No. 351 total unit price listed is \$35.00. The actual calculated total unit price is \$96.00.

Bid Tab Analysis

- Bid Alternate #1 unit pricing for Ref Nos. 1403 and 1404 replaces Base Bid unit pricing for Ref Nos. 403 and 404, respectively.



- Speer Brothers, Inc.'s Bid Alternate #1 unit prices are the same as the respective Base Bid unit prices. Therefore, their Base Bid and Bid Alternate #1 total prices are equal.

Bid Packet Review Notes

- *Buckeye Excavating indicates a start date of 04/01/2024 which is earlier than the project schedule date listed on page 5 of the bid documents.
- **Fabrizi indicated a start date of 04/11/2024 which is earlier than the project schedule date listed on page 5 of the bid documents.

Recommendation Summary

- Upon review of references, equipment, materials, suppliers, subcontractors, and all documents submitted as required by the bid documents, the Engineer hereby recommends the award of the contract to the following lowest and best bidder:
✓ \$2,549,899.00 Speer Brothers, Inc.

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

Sincerely,
OHM Advisors

Chad M. Lewis, PE
Project Manager



TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Resolution No. 22-2024 (*submitted by Jack Evans*)
DATE: March 12, 2024

Subject Matter/Background

This legislation is to award the construction services contract to OHM for the South Main Street Watermain Project in the amount of \$197,680. The actual construction inspection line item will be billed at a time and material rate. This project consists of water main replacement and road resurfacing plans on the following streets:

South Main Street: Rivers Edge Drive to Huron-Avery Road

Huron-Avery Road: South Main Street to City Limit

Mudbrook Road: South Main Street to House No. 1125

Valley View Drive: South Main Street to West Terminus

Hickory Road: Valley View Drive to Forest Hills Drive

Forest Hills Drive: West Terminus to South Main Street

Huron Street: US 6 to Mills Street

Mills Street: Main Street to Huron Street

It is hoped this project will be completed in 2024. We expect the total cost of this project all-inclusive to be \$3,006,704.

A copy of OHM Advisors' proposal is attached hereto as Exhibit 1.

Financial Review

The S. Main Street Waterline Project was included in the 2024 budget out of the Water Capital Fund. The City will largely utilize the Ohio Water Development Authority low-interest loan program to initially fund the project. Water sales will fund the annual loan payments.

Amount: \$197,680

Account: 603-9501-55963

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. 22-2024 is in order.

[Resolution No. 22-2024 OHM Advisors S Main Street Watermain Inspection \\$197,680 \(1\).docx](#)

[Resolution No. 22-2024 Exh A OHM Advisors S Main Water Line Repl Inspection Svcs \\$197,680.pdf](#)

RESOLUTION NO. 22-2024

Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR PROFESSIONAL CONSTRUCTION INSPECTION SERVICES RELATING TO THE SOUTH MAIN STREET WATER MAIN REPLACEMENT PROJECT IN THE AMOUNT OF ONE HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED EIGHTY AND XX/100 (\$197,680.00)

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with OHM Advisors for professional construction inspection services relating to the South Main Street Water Main Replacement Project in the amount of One Hundred Ninety-Seven Thousand Six Hundred Eighty and XX/100 Dollars (\$197,680.00) , a copy of which agreement is attached hereto as Exhibit A and incorporated herein by reference.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

March 5, 2024

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

RE: S Main Street Watermain Replacement – Construction Services
 Location: City of Huron
 Proposal #22231B

Dear Mr. Hamilton:

The following scope of services, price proposal, and project schedule which represent our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

Proposal Outline

Project Understanding.....	2
Scope of Services - Construction Services Tasks	2
Price Proposal.....	3
Compensation.....	3
Anticipated Project Schedule.....	3
Clarifications and Assumptions	4
Client Responsibilities	4
Terms & Conditions	4

Sincerely,
 OHM Advisors

Authorization to Proceed

 Gary Smolinski
 Project Manager
 Gary.smolinski@ohm-advisors.com
 D: 330.913.1077 C: 734.891.2443

 Signature

 Date



 Printed Name

 Title

 Russell Critelli, PE, PMP
 Principal
Russ.critelli@ohm-advisors.com



Project Understanding

This proposal includes professional services for construction inspection, construction engineering, and construction administration, in accordance with the scoped tasks described herein.

Scope of Services - Construction Services Tasks

Task #175 Pre-Construction Services

- The following services are included in the fee shown:
 - Obtain signatures on work agreements.
 - Pre-construction meeting
 - Coordination with Contractor, Utilities, Safety Forces, Residents, and Businesses
 - Personnel coordination and project schedule
 - Perform materials, suppliers, and shop drawing reviews and communicate revisions/approvals with contractor.
 - Review contractual items.
 - Distribution of documents/information (meeting records)

Task #176 Construction Services

- The following services are included in the fee shown:
 - Coordination with Contractor, Utilities, Safety Forces, Residents, and Businesses
 - Prepare daily inspection reports.
 - Regular progress meetings with contractor
 - Inspection services
 - Response to RFIs (request for information) from contractor
 - Review of pay requests and recommendations for payment
 - Negotiation of Change Orders
 - Witness Water Main Pressure Testing and Water Main Chlorination
 - Prevailing Wage Verification
 - Coordination of Funding Reimbursements
 - Staffing will include the following:
 - Construction Inspector: On-Site during all working hours of construction
 - Field Client Representative: On-site weekly reviews with construction inspector, and Off-Site Coordination via phone with Inspector, Contractors, Owner, and Construction Manager
 - Construction Manager: On-site Reviews as needed/Off-Site Coordination with Inspector, Contractors, and Owner where possible via phone to control costs.
 - Construction Engineer: Involved on an as-needed basis to facilitate field decisions and design-related issues.
 - Construction Administrative Assistant: Coordination of all documentation from pre-construction, contracts, pay requests, and close-out documents.
 - Typical Weekly Staffing for a 40-hour/week construction project is approximately:
 - Construction Inspector: 40 Hours
 - Field Client Representative 6 Hours
 - Construction Manager: 4 Hours
 - Construction Engineer: 1 Hour
 - Construction Admin: 2 Hours
 - **Total Budget Cost per 40-hour week Project = \$ 6,350**
 - Total Cost is therefore directly related to the time duration of the construction project.



Task #177 Post-Construction Services

- The following services are included in the fee shown:
 - Review of final construction with contractor and Owner
 - Preparation, distribution, and approval of final punch list
 - Review of As-Built Drawings
 - Maintenance Bond Coordination
 - Lien releases, payments, and final acceptance

Task #178 Additional Construction Services If Authorized

- This task has been included as an “If Authorized” fee in the event that one or more of the following conditions occur:
 - The Contractor’s work schedule exceeds the number of weeks shown above in the Project Schedule
 - The Contractor’s work schedule includes work weeks exceeding 45 hours.
 - The Contractor’s work process requires multiple work crews and therefore multiple inspectors on-site simultaneously.
 - The Contractor is granted extra time (time extension) to complete the project.
 - The Contractor is awarded a change order for additional work or changed work conditions.
- If any of the above conditions apply, the Engineer shall document and estimate the total cost to complete the additional inspection services and request authorization/approval from the Owner to cover these costs.

Price Proposal

#	Construction Services Tasks	Fee
Task #175	Pre-Construction Services	\$ 3,500
Task #176	Construction Services	\$190,680
Task #177	Post Construction Services	\$ 3,500
Task #178	Additional Construction Services (If Authorized)	TBD
	Subtotal =	\$197,680
	Grand Total =	\$197,680

Compensation

The price proposal above will be billed as a mixed fee project with the following breakdown:

- Construction Tasks will be billed as follows.
 - Task #175 & Task #177 will be billed as a lump sum.
 - Task #176 and Task #178 (If Authorized) will be billed at the Standard Hourly Rates
 - Fee shown represents (24) twenty-four weeks (260 working days) of full-time Construction Services per the Contractor’s anticipated work schedule of a 45-hour per week. See task #176 on prior page for itemized breakdown of weekly Construction Services costs.

Anticipated Project Schedule

Construction Services Tasks: April 29, 2024 through October 11, 2024

OHM Advisors’

6001 EUCLID AVENUE, SUITE 130
 CLEVELAND OHIO 44103

T 216.865.1335
 F 330.319.8691

OHM-Advisors.com



Clarifications and Assumptions

- Our Proposal was prepared based on the following assumptions:
 - If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the City of Huron. OHM Advisors will not proceed with additional services without written authorization to proceed from the City of Huron.
 - Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services, and will be billed on an hourly basis under the Additional As-Needed Services Allowance upon agreement with the City of Huron.
 - Assuming the contractor will work 45 Hour workweeks on this project.

Client Responsibilities

- City of Huron will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- City of Huron will provide the following, if available, to assist us with the project: (prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, existing topography, access to structures, easements and utility line information, utility availability, building information, etc.)

Terms & Conditions

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



TO: Mayor Tapp and City Council
FROM: Terry Graham
RE: Resolution No. 26-2024 (*submitted by Chief Terry Graham*)
DATE: March 12, 2024

Subject Matter/Background

Resolution No. 26-2024 authorizes the purchase of a new police cruiser. The Police Department is purchasing a new 2024 Chevy Tahoe (police package) from Ganley Chevrolet of Aurora for \$52,160, which is under the budgeted amount in the 2024 Police Department's annual budget. This vehicle will be outfitted for the K9 unit.

Financial Review

The Capital Equipment Replacement Fund (Fund 403) has sufficient budget and fund balance to purchase this SUV for the Police Department. The 2024 budget included the purchase of a SUV for the Police Department. The Police Department's budget and the corresponding fund balance can accommodate the purchase of this SUV, which was budgeted at \$60,000 for 2024.

Amount: \$52,160

Account: 403-1010-55210

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 26-2026 is in order.

[Resolution No. 26-2024 HPD 2024 Chevy Tahoe Purchase \\$52,160 \(1\).doc](#)

[Resolution No. 26-2024 Exh A HPD 2024 Chevy Tahoe Purchase \\$52,160.pdf](#)

RESOLUTION NO. 26-2024

Introduced by: Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE HURON POLICE DEPARTMENT, TO ENTER INTO AN AGREEMENT WITH GANLEY CHEVROLET OF AURORA, LLC FOR THE PURCHASE OF A NEW PATROL VEHICLE IN AN AMOUNT NOT TO EXCEED FIFTY-TWO THOUSAND ONE HUNDRED SIXTY AND XX/100 DOLLARS (\$52,160.00)

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

SECTION 1. That the Council of the City of Huron authorizes and directs the City Manager, on behalf of the Huron Police Department, to enter into an agreement with Ganley Chevrolet of Aurora, LLC for the purchase of a new patrol vehicle, specifically, a 2024 Chevrolet Tahoe SUV, as further described in Exhibit "A" attached hereto, in an amount not to exceed Fifty-Two Thousand One Hundred Sixty and xx/100 Dollars (\$52,160.00).

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

PURCHASER CITY OF HURON
ADDRESS _____
CITY _____ STATE OH ZIP _____
RES. PHONE _____
BUS. PHONE _____
E-MAIL _____ DATE 3/8/2024
MOBILE NO. _____
PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED
MOTOR VEHICLE: ☐ NEW ☐ USED ☐ DEMO ☐ RENTAL ☐ FACTORY OFFICIAL
VEHICLE SOLD:

RETAIL BUYERS ORDER
GANLEY CHEVROLET OF AURORA, LLC
310 W. GARFIELD RD
AURORA, OH 44202
330/562 8585

DEAL NO. _____ CUSTOMER NO. _____

RELEASE ON PURCHASED VEHICLE: _____
ACQUIRE UPON SALE NOT ACCURATE _____ | NOT ACCURATE _____

MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK NO	SERIAL NO
CHEVROLET	2024	TAHOE	SUV		PPV		ORDER

TRADE IN RECORD - TRADE 1			
YEAR	MAKE	MODEL	TYPE
VIN #			
RELEASE (ACQUIRE UPON SALE NOT ACCURATE) NOT ACCURATE Salvage Vehicle? Yes			
BALANCED OWED \$ (Good title) Trade in Allowance			
TRADE IN RECORD - TRADE 2			
YEAR	MAKE	MODEL	TYPE
VIN #			
RELEASE (ACQUIRE UPON SALE NOT ACCURATE) NOT ACCURATE Salvage Vehicle? Yes			
BALANCED OWED \$ (Good title) Trade in Allowance			
REMARKS:			
DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for days from the date of Deposit.			
X			
NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ (known as negative equity) X			
X			
ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle.			
X			

PRICE OF VEHICLE	\$	52160.00
OTHER GOODS AND SERVICES		
1) PLEASE SEE THE ATTACHED FOR THE VEHICLE DESCRIPTION WITH OPTIONS		
2) TERMS ARE NET 10 DAYS-SORRY NO EXCEPTIONS		
3) ADD \$20.00 FOR A 45 DAY TAG		
DOCUMENTARY SERVICE FEE		N/A
TOTAL PRICE		52160.00
TRADE-IN ALLOWANCE(S)	()	()
TAX DASE		
SALES TAX %		EXEMPT
TITLE FEE		
REGISTRATION FEE		
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		52160.00
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		
LESS REBATE/FACTORY INCENTIVE		
BALANCE DUE	\$	

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf. These documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Own/Delivery Report, Used Vehicle Limited Warranty and Retail Installment Sales Contract.

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement.

I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this _____ day of _____.

PURCHASER(S) _____

SALESPERSON Doug Ferguson ACCEPTED BY AUTHORIZED AGENT [Signature]



2024 PPV ORDER GUIDE

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10706	2024 Chevrolet Tahoe 4WD 4dr Commercial	\$53,450.00

COLORS

CODE	DESCRIPTION
GBA	Black

SUSPENSION PKG

CODE	DESCRIPTION	MSRP
Z56	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.)	Inc.

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MHU	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

GVWR

CODE	DESCRIPTION	MSRP
C6G	GVWR, 7600 lbs. (3447 kg) (Included and only available with (9C1) Police Package. 4WD model only.)	Inc.

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

AXLE

CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1FL	Commercial Preferred Equipment Group includes standard equipment	\$0.00

WHEEL TYPE

CODE	DESCRIPTION	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (Included and only available with (9C1) Police Vehicle.)	Inc.

TIRES

CODE	DESCRIPTION	MSRP
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	Inc.

PAINT

CODE	DESCRIPTION	MSRP
GBA	Black	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench (STD)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
9C1	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only) *Upon selection of this option the base price will change*	\$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$75.00

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
V03	Cooling system, extra capacity (Included and only available with (9C1) Police Vehicle or (NHT) Max Trailering Package. Not included when (LM2) Duramax 3.0L Turbo-Diesel I6 engine is ordered.)	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
KX4	Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
V76	Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)	\$50.00
RC1	Skid plate, front (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
J55	Brake system, heavy duty with front Brembo calipers and 16" front rotors (Included and only available with (9C1) Police Vehicle.)	Inc.
—	Capless Fuel Fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
6J3	Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$92.00
6J4	Wiring, horn and siren circuit (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$55.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
5J9	Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
5LO	Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

VQ2
R6J

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.)	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	Inc.
WUA	Fascia, front high-approach angle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
V53	Luggage rack side rails, delete (Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) *CREDIT*	Inc.
—	Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
6C7	Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$170.00
7X3	Spotlamp, left-hand Not available with SEO (7X2) left and right-hand spotlamps. Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$800.00

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
ATD	Seat delete, third row passenger *CREDIT*	Inc.
VZ2	Speedometer calibration (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
AX2	Key, unique Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
BTV	Remote start	\$300.00
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
5J3	Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
6N6	Door locks and handles, inside rear doors inoperative (door can only be opened from outside) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$62.00
BCV	Lock control, driver side auto door lock disable (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
5Y1	Front center seat (20% seat) delete power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40/20/40 split-bench seat with the 20% section removed, which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Also requires (BG9) Black rubberized vinyl floor covering. Not available with (A50) front bucket seats or (B30) color-keyed carpeting floor covering.)	\$0.00
6N5	Switches, rear window inoperative (rear windows can only operate from driver's position.) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$57.00
UN9	Radio Suppression Package, with ground straps (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$95.00

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
—	Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

ADDITIONAL EQUIPMENT - SAFETY-EXTERIOR

CODE	DESCRIPTION	MSRP
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete deletes standard Daytime Running Lamps and automatic headlamp control features (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$50.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
VQ2	Fleet processing option	\$0.00
VXT	Incomplete vehicle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle. Included and only available with (ATZ) rear seat delete.)	Inc.
—	Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

SHIP THRU CODES

CODE	DESCRIPTION	MSRP
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Included with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package, SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package, SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left-hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.)	\$0.00

Options Total

\$1,806.00

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