



**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, May 14, 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 February 27, 2024 regular meeting of Council.

**III.b** Minutes of the March 12, 2024 regular meeting of Council.

#### **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**

#### **VI. New Business**

**VI.a** Ordinance No. 2024-17 (*submitted by Matt Lasko*)

An ordinance authorizing the sale of vacant real property located on Silvern Street (PPN: 43-64002.000) to Michael John New, III and Colleen Q. New for the sale price of \$10; and further authorizing a purchase agreement relating to the same.

**VI.b** Resolution No. 46-2024 (*submitted by Doug Steinwart*)

A resolution authorizing a License Agreement with the Huron Rotary Club for the Huron Rotary Festival to be held on June 29, 2024.

**VI.c** Resolution No. 48-2024 (*submitted by Doug Steinwart*)

A resolution authorizing a License Agreement with River Monster Tours LLC for a 4-month term in the amount of \$2,260.00.

**VI.d** Motion to Set Public Hearing

Motion to set a public hearing on the City Tax Budget for Fiscal Year 2025 for Tuesday, June 25, 2024 at 6:30pm.

**VI.e Motion to set Public Hearing**

Motion setting Public Hearing on Firelands Scientific's Petition to rescind Ordinance 1121.08 and update other sections of the Huron Codified Ordinances to align with Chapter 3780 of the Ohio Revised Code for Tuesday, June 25, 2024 at 6:30pm.

**VI.f Motion to Set Public Hearing**

Motion to set public hearing on proposed revisions to Chapter 185 relating to local income tax for Tuesday, June 25, 2024 at 6:00pm.

**VII. City Manager's Discussion**

**VIII. Mayor's Discussion**

**IX. For the Good of the Order**

**X. Executive Sessions**

**X.a** Executive session for consideration of the employment and compensation of a public official.

**X.b** Executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets or personal financial statements of an applicant for economic development assistance.

**XI. Adjournment**



**TO:** Mayor Tapp and City Council  
**FROM:** Matthew Lasko  
**RE:** Ordinance No. 2024-17 (*submitted by Matt Lasko*)  
**DATE:** May 14, 2024

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### **Subject Matter/Background**

The city owns two lots on the east side of Silvern Street (PPN(s): 43-64002.000 and 43-64001.000). These lots were acquired for a sum of \$0 in 1987. Since then, Mr. and Mrs. New have maintained these two properties for the city, free of charge as they are contiguous to their home address of 120 Silvern Street. In addition, the New's paid for new revetment to be installed on the two City lots to protect the land from the water, again, at no cost to the City.

Mr. and Mrs. New would like to take possession of the northern City lot (PPN: 43-64002.000) to enable them to construct a garage on the side of their house. The City has no plans for this lot and recommend, due to the continued maintenance and investment in the City lots in question, that the New's be allowed to purchase the referenced PPN at a cost of \$10, and they would be responsible for all closing and associated costs.

### **Financial Review**

The City will collect \$10 from the sale of the lot and receipt the money in the General Fund.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement with the request, a motion adopting Ordinance No. 2024-17 as an emergency measure is in order.

[Ordinance No. 2024-17 Sale of Silvern Ave Property to Michael & Colleen New \\$10.doc](#)  
[Ordinance No. 2024-17 Exh A Sale of Silvern Property to Michael and Colleen New.docx](#)

ORDINANCE NO. 2024-17

Introduced by Joe Dike

AN ORDINANCE AUTHORIZING AND PRESCRIBING THE MANNER OF SALE OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF HURON, LOCATED ON SILVERN STREET, ERIE COUNTY PERMANENT PARCEL NO. 43-64002.000; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF THAT PROPERTY TO MICHAEL JOHN NEW, III AND COLLEEN Q. NEW; AND DECLARING AN EMERGENCY

WHEREAS, the City owns certain real property located on Silvern Street in the City of Huron, and more particularly described in Exhibit "A" to the Agreement defined herein (the Property); and

WHEREAS, the City has received a request from Michael John New, III and Colleen Q. New requesting to purchase the Property, which is adjacent to their property located at 120 Silvern Street, Huron, and this Council has carefully reviewed and considered such proposal; and

WHEREAS, this Council desires to sell the Property.

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

SECTION 1. That, pursuant to the Constitution of the State and the Charter of the City, the manner and procedure for the sale of the Property are prescribed and established by this Ordinance. This Council hereby determines that the Property is not needed for public use. This Council further determines that, following its review and full consideration of the proposal to purchase the Property, it is in the best interest of the City to sell the Property to Michael John New, III and Colleen Q. New under the terms generally set forth in the Real Estate Purchase Agreement, which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the City Manager is authorized and directed to complete negotiations with Michael John New, III and Colleen Q. New for the sale of the Property and to enter into and sign the Agreement on behalf of the City in substantially the form of Exhibit "A". The Agreement is approved with changes therein not inconsistent with this Ordinance and not substantially adverse to the City that shall be approved by the City Manager; provided that the approval of those changes by the City Manager, and their character is not being substantially adverse to the City, shall be conclusively evidenced by the signing of the Agreement. The City Manager is further authorized and directed to sign any deeds, certificates, financing statements, assignments, or other documents and instruments and to take such actions as are, in the opinion of legal counsel to the City, necessary or appropriate to consummate the transactions contemplated by this Ordinance and the Agreement. The City Manager is further authorized to take any actions on behalf of the City that are required or permitted to be taken by the City under or pursuant to this Ordinance, the Agreement or any related deed during the period those documents are in effect.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with the law.



SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, and for the further reason that the purchaser intends to expand their garage structure onto the Property, it is necessary that this Ordinance go into effect immediately; WHEREFORE, this Ordinance shall go into effect and be in full force and effect immediately upon its adoption.

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Monty Tapp, Mayor

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

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

REAL ESTATE PURCHASE AGREEMENT  
AND ESCROW INSTRUCTIONS

This Real Estate Purchase Agreement and Escrow Instructions (herein called "Agreement") by and between THE CITY OF HURON, an Ohio chartered municipality (which with its successors and assigns is herein called "Seller") and Michael J. New, III and Colleen Q. New (who with their heirs, legal, and estate representatives are herein collectively called "Buyer") (with Seller and Buyer being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS Seller desires to sell to Buyer the real estate (consisting of approximately 0.06061 acres) and known as Erie County Permanent Parcel Number 43-64002.000 (as set forth on Exhibit A, which is attached hereto and incorporated herein by reference, and as shown on the schematic attached hereto as Exhibit B, which is attached hereto and incorporated herein by reference), including, but not limited to, the land and all appurtenances, hereditaments, rights, privileges, covenants, restrictions, and easements appertaining thereto, all structures and improvements and fixtures located thereon (if any); and

WHEREAS Buyer desires to purchase the Real Estate from Seller on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises made in this Agreement and other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Closing Date and Escrow Agent.

1.1 Except as otherwise expressly stated herein, all transactions contemplated by this Agreement shall be made after all escrow deposits have been timely made but no later than thirty (30) days after the date the last of the parties executed this Agreement (herein called the "Closing Date"). The Closing Date may be an earlier or later date only as mutually agreed in writing by the Parties to this Agreement.

1.2 Hartung Title Agency, Inc., 327 East Washington Street, Sandusky, Ohio 44870 (herein called "Escrow Agent" or "Title Company") shall be the Escrow Agent, subject to the Escrow Agent's standard conditions for the acceptance of escrow, except as otherwise expressly provided herein.

2. Sale of Real Estate in Escrow.

2.1 Seller shall sell and convey the Real Estate to Buyer, and Buyer shall purchase the Real Estate from Seller in its current "AS IS, WHERE IS, WITH ALL FAULTS" condition, in accordance with the terms and conditions hereof. The purchase price for the Real Estate (herein called the "Purchase Price") shall be Ten Dollars (\$10.00), which shall be paid at Closing.

2.2 Notwithstanding any contrary provision of this Agreement, Buyer acknowledges that Buyer is accepting the Real Estate in its "AS IS, WHERE IS, WITH ALL FAULTS" condition and without implied or express warranties of any kind (except as may be provided herein), including, but not limited to, warranties of merchantability and fitness for a particular purpose.

2.3 IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY DOCUMENTS EXECUTED AT CLOSING, NEITHER SELLER, NOR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, ATTORNEY, BROKER, CONTRACTOR, REPRESENTATIVE OR PROPERTY MANAGER OF SELLER HAS MADE AND ARE NOT NOW MAKING, AND THEY SPECIFICALLY DISCLAIM, ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE REAL ESTATE. BUYER HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT WITH ITS COUNSEL AND understands THE SIGNIFICANCE AND EFFECT THEREOF. BUYER ACKNOWLEDGES THAT BUYER HAS INSPECTED THE REAL ESTATE, OR WILL HAVE SO INSPECTED THE REAL ESTATE PRIOR TO THE DATE OF CLOSING, AND THAT NO RESPONSIBILITY IS ASSUMED BY SELLER WITH RESPECT TO THE PRESENT OR FUTURE CONDITION OF THE REAL ESTATE; AND THAT SELLER SHALL NOT BE LIABLE FOR ANY DEFECT IN THE REAL ESTATE, WHETHER PATENT OR LATENT, ORDINARY OR EXTRAORDINARY, FORESEEN OR UNFORESEEN. NOTWITHSTANDING ANY CONTRARY PROVISION OF THIS AGREEMENT, BUYER DOES HEREBY AGREE FROM AND AFTER THE DATE OF CLOSING TO RELEASE AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR THREATENED LOSSES, COSTS, DAMAGES, CLAIMS, EXPENSES AND LIABILITIES WHICH MAY HAVE ARISEN OR WHICH MAY ARISE WITH RESPECT TO THE REAL ESTATE. THE PROVISIONS OF THIS SECTION 2(b) SHALL SURVIVE AND SHALL BE ENFORCEABLE AFTER CLOSING AND DELIVERY AND FILING FOR RECORD OF THE DEED AND CONVEYANCE OF THE INTERESTS TO BUYER, AND SHALL NOT BE MERGED THEREIN OR EXTINGUISHED THEREBY.

3. Seller's Deposits in Escrow.

3.1 Seller shall deposit in escrow with the Escrow Agent on or before the Closing Date):

3.1.1 Seller's good and sufficient limited warranty deed (herein called the "Deed") conveying, with general warranty covenants (as defined in Ohio Revised Code Section 5302.08), the Real Estate to Buyer or Buyer's nominee, free and clear of all liens, defects, clouds on the title and encumbrances (except zoning restrictions, taxes and assessments which are a lien, but not yet due and payable, and easements and restrictions that are acceptable to Buyer as referenced in Section 7 hereof);

3.1.2 A mechanic's lien affidavit (herein called the "Affidavit") executed by Seller, stating that all labor and materials for improvements on the Real Estate have been paid for in full;

3.1.3 Any and all funds and documents (including, but not limited to, Internal Revenue Service Non-Foreign Certificates) reasonably required by the Escrow Agent and title insurer to provide for the opening and closing of escrow and the issuance of the title insurance described herein and the payment of costs charged to Seller;

3.1.4 Such affidavits and other information, at no cost to Seller, as the Escrow Agent shall reasonably require in order to remove the standard printed exceptions from the Title Policy and the Loan Policy (as such terms are defined in Section 7.1 of this Agreement);

3.1.5 Such other documents as the Escrow Agent may reasonably require in order to consummate the transaction contemplated by this Agreement.

4. Buyer's Deposits in Escrow.

On or before the Closing Date, Buyer shall deposit in escrow the Purchase Price plus all sums necessary to cover all escrow and title-related costs associated with this transaction, which shall be expressly borne by Buyer without qualification.

5. Escrow Instructions.

5.1 The Escrow Agent may proceed to closing if and when:

5.1.1 Intentionally omitted; and

5.1.2 The Title Company is prepared to issue a Title Policy and Loan Policy (as such terms are defined in Sections 7.1) in the amount of the Purchase Price to Buyer and to Buyer's lender (if any) insuring marketable title to the Real Estate to be in Buyer free and clear of all liens and encumbrances, except easements, conditions, and restrictions of record, zoning ordinances and other conditions that may be disclosed by a survey of the Real Estate that is accepted by Buyer, in its reasonable discretion, excluding the exceptions to the Deed warranty covenants, and the mechanic's lien and survey (to the extent a survey is performed by Buyer);

5.1.3 Seller and Buyer have made all escrow deposits required; and

5.1.4 Escrow Agent has:

5.1.4.1 performed a special tax search to determine the existence of any uncertified special assessments; and

5.1.4.2 verified the amount of unpaid water and sewer charges with respect to the Real Estate, if any.

5.2 Upon the Escrow Agent's completion of the items referenced in Section 5.1(a) through (d), above, the Escrow Agent shall confirm there are sufficient funds to eliminate all existing security interests in the Real Estate or fixtures attached thereto and to satisfy any unpaid water and sewer charges (if any). In the event there are insufficient funds to pay the amounts referenced in the immediately preceding sentence, Seller shall have forty-eight (48) hours upon receipt of notice from the Escrow Agent to provide additional funds to permit this transaction to proceed to Closing. This Agreement shall automatically terminate and be null, void and without effect in the event Seller does not make additional deposits, security interests and any unpaid water and sewer charges, and all Parties shall be released from liability to the other.

5.3 Provided the requirements of Section 5.1(a) through (d) are fully satisfied, the Escrow Agent shall file the deed for record and shall:

5.3.1 Pay the cost of the title search, and charge cost of same to Buyer; and Buyer shall pay the cost of the special tax search, ALTA loan policy premium, and the Title Policy and Loan Policy premiums and the cost of any and all endorsements requested by Buyer;

5.3.2 Pay the cost of any unpaid water and sewer charges and hold an amount equal to the water and sewer charges for the current billing period (based on the amount for the most recent billing period for which a bill has been issued, if any) and pay the same to Seller upon presentation of a final bill or pay the same to Buyer in the event Seller fails to present a final bill within thirty (30) days of closing;

5.3.3 Pay taxes, prorated assessments, and penalties and interest due and payable on the date of transfer, based upon the last available tax duplicate, and charge the cost of the same to Buyer;

5.3.4 Real estate taxes shall not be prorated in this transaction;

5.3.5 Pay the deed preparation fee and auditor's transfer tax and conveyance fee with respect to the transfer of the Real Estate and charge the cost of the same to Buyer;

5.3.6 Pay the cost of recording the Deed and Mortgage (if any) and charge the cost of the same to Buyer;

5.3.7 Pay escrow fees and charge the cost of the same to Buyer;

5.3.8 Satisfy and discharge any existing mortgages and liens and security interests of record and pay all commissions (with respect to this transaction), if any, to real estate agents and/or brokers with contracts with Seller, and charge the cost of the same to Seller;

5.3.9 Pay balance, if any, due Buyer by check mailed to Buyer at Buyer's address described below and pay balance to Seller by check payable to Seller mailed to Seller's address described below; and

5.3.10 Deliver to Buyer the Deed, Affidavit and other documents deposited by Seller to Seller.

6. Conditions Precedent.

Intentionally omitted.

7. Title Commitment.

7.1 Buyer shall cause Title Company to issue, within ten (10) days after the last of the Parties have executed this Agreement, a commitment for an ALTA Owner's Policy of Title Insurance (with said title policy of insurance being referred to herein as "Title Policy") in the amount of the Purchase Price, and, if requested by Buyer, a commitment for an ALTA Mortgagee's

Policy of Title Insurance (with said policy of insurance being referred to herein as "Loan Policy") in an amount to be determined (collectively, the "Commitment"), together with legible copies of all instruments evidencing those matters listed as exceptions in the Commitment, setting forth the state of title to the Real Estate as of the effective date of the Commitment, the Title Company's requirements to delete the standard printed exceptions in the title policy(ies), the results of a special tax search and committing to issue those endorsements reasonably required by Buyer. The Title Company shall deliver a copy of the Commitment to Seller, Buyer and Buyer's lender.

7.2 Buyer may file written objections to exceptions contained in the Commitment no later than ten (10) days of Buyer's receipt of the Title Commitment. Upon receipt of such written objections, Seller shall have the right but not the obligation to use reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of thirty (30) days after receipt of notice thereof in which to do so (and, if necessary, the Closing Date shall be extended). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or objection. If Seller shall be unwilling or unable to remove or discharge such other liens, encumbrances or objections within such period, then Buyer may, at its option, no later than five (5) days after Seller notifies Buyer in writing of Seller's unwillingness or inability, either to terminate this Agreement or accept title in its then-existing condition. If Buyer shall elect to terminate this Agreement, all deposit sums shall be returned to Buyer (including the Deposit), and this Agreement shall promptly terminate, with Seller and Buyer having no further right or obligation hereunder to the other. If Buyer fails to give written notice of objection to Seller on or before said fifteen (15) days, all matters reflected on the Commitment shall be deemed to be accepted by Buyer.

7.3 On or before the Closing Date, Buyer and/or Seller may cause the Title Company to update the Commitment. If the updated Commitment contains exceptions which are not acceptable to Buyer, Buyer in its reasonable discretion may file written objections thereto prior to the completion of Closing. If Buyer timely and properly files written objection to any such item, the same shall be treated in the same manner as a title defect pursuant to Section 7.1(a), above. If the updated Commitment contains no exceptions other than those reflected on the Commitment, or if Buyer fails to give written notice of new objections to Seller prior to completion of Closing, all matters reflected on the updated Commitment shall be deemed accepted by Buyer, and this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

#### 8. Survey.

Buyer, at Buyer's sole cost and expense, shall be responsible for all survey costs for one or more surveys obtained by Buyer. All surveys and legal descriptions shall be approved by Buyer.

#### 9. General Indemnification.

Buyer shall defend, indemnify and hold Seller harmless from and against all claims, fines, judgments, penalties, liabilities, injuries, damages, losses or costs (including, but not limited to, court costs, attorneys' fees, consultant and expert fees, fines and penalties and amounts paid for settlement of claims) and other charges suffered or incurred by Seller arising directly or indirectly from Buyer's breach of any covenant or warranty of this Agreement, with respect to the enforcement of any of Seller's rights, for claims of any and all third parties directly or indirectly relating to the Real Estate that arose or accrued

after the Closing Date except for claims relating to the condition of the Real Estate, including site stabilization, environmental, and erosion-related matters, which shall be and become Buyer's sole and exclusive responsibility post-Closing regardless when such claims arose or accrued, or any obligations of Buyer hereunder.

10. Real Estate Broker and Real Estate Agent Fees.

The Parties specifically represent to each other that no real estate agent or real estate broker has been utilized by either Party. The Parties jointly agree to defend, indemnify and hold each other harmless for any expenses arising as a result of any claims, debts or demands which may result from any other real estate broker and/or agent as a result of the sale of Seller's real property. Said indemnification agreement shall include, but not be limited to, all costs of litigation and shall include any attorney's fees.

11. Risk of Loss.

Seller shall bear the risk of loss for the Real Estate up to and including the Closing Date.

12. Notice.

Any and all communications and correspondence shall be directed as referenced below:

If to Buyer: Michael J. New, III and Colleen Q. New  
120 Silvern Street  
Huron, Ohio 44839

If to Seller: Matthew D. Lasko  
City Manager  
City of Huron  
417 Main Street  
Huron, Ohio 44839

with a mandatory  
copy to: Todd A. Schrader, Esq.  
Law Director  
c/o Seeley, Savidge, Ebert & Gourash  
26600 Detroit Road – Third Floor  
Westlake, Ohio 44145

13. Miscellaneous.

13.1 Buyer shall have possession of the Real Estate on the date title transfers to Buyer.

13.2 This Agreement constitutes the entire agreement between the Parties hereto with respect to the Real Estate and supersedes all prior and contemporaneous agreements, representations, warranties, promises and understandings.

13.3 Seller shall maintain the current public liability and fire and extended coverage insurance with respect to the Real Estate up to and including the Closing Date.

13.4 No waiver by Seller or Buyer and no refusal or neglect of Seller or Buyer to exercise any right hereunder or to insist upon strict compliance with the terms of this Agreement shall constitute a waiver of any provision of this Agreement with respect to any subsequent breach thereof.

13.5 Buyer's indemnities, representations, warranties and other obligations shall survive the closing and consummation of all transactions contemplated by this Agreement for one (1) year and shall not be merged in the Deed.

13.6 The date of this Agreement shall be the last date on which it is executed by a Party hereto.

13.7 Any and all claims, demands, causes of action, controversies, and disputes arising as a result of this Agreement shall be venued exclusively in the State Courts of Erie County, Ohio, and the Parties hereto hereby consent to the venue for any such case or controversy in the State Courts of Erie County, Ohio.

13.8 Notwithstanding any contrary provision of this Agreement, Seller shall require the approval of the Huron City Council to permit this Agreement to be and become fully binding on Seller and to permit Seller to consummate all transactions contemplated herein (and, therefore, this Agreement shall not be fully binding and Seller unless or until approved and/or ratified by Huron City Council), and said approval rests exclusively with the Huron City Council, and, therefore, Seller makes no guaranties, representations, or warranties as to the likelihood of obtaining the approval of Huron City Council.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date(s) set forth below.

City of Huron

By: \_\_\_\_\_  
Matthew D. Lasko, City Manager

\_\_\_\_\_  
Michael J. New, III

\_\_\_\_\_  
Colleen Q. New

Address: 417 Main Street  
Huron, Ohio 44839

"Seller"

Address: 120 Silvern Street  
Huron, Ohio 44839

"Buyer"

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

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



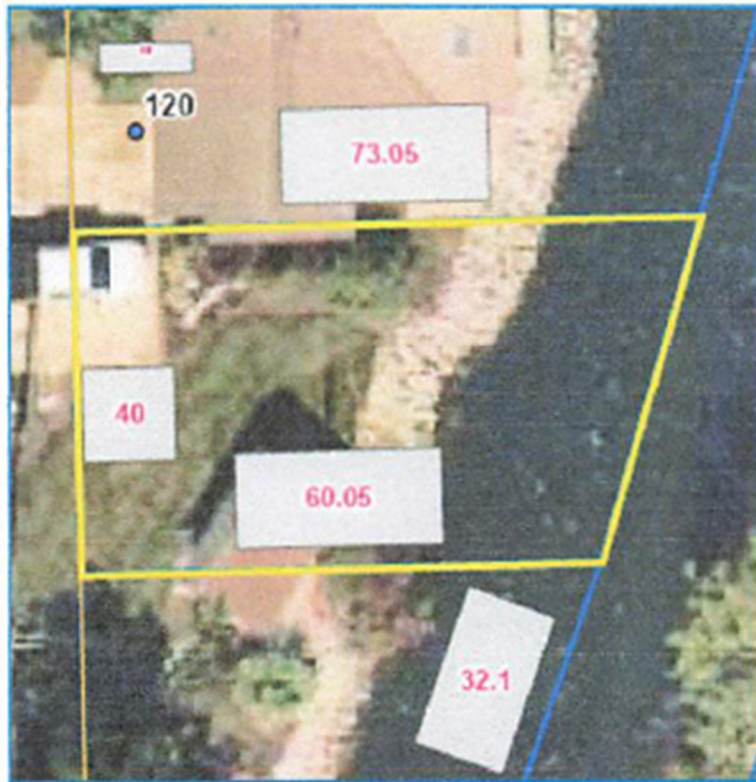
EXHIBIT A  
LEGAL DESCRIPTION

Lots Number Four Hundred Twenty-Three (423) and Four Hundred Twenty-Four (424) in The Rye Beach Land Co. Subdivision formerly in Huron Township, now in the Village of Huron, Erie County, Ohio, as per plat recorded in Volume 8 of Plats, Pages 4 and 5, Erie County, Ohio records.

Erie County Permanent Parcel Number 43-64002.000

EXHIBIT B  
(Aerial/Schematic)

43-64002.000 (PDF)



Maple Creek



**TO:** Mayor Tapp and City Council  
**FROM:** Doug Steinwart  
**RE:** Resolution No. 46-2024 (*submitted by Doug Steinwart*)  
**DATE:** May 14, 2024

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### **Subject Matter/Background**

The Huron Rotary Club is requesting use of City property for the annual Huron Rotary Festival on June 24, 2023. This year's event will be for one day, and will feature entertainment for children and adults, food trucks, and music featuring Wally and the Beavs. The Huron Rotary Club requests the sale of beer and wine in the designated area and this event will incur the special event charge for facility rental of \$500.

### **Financial Review**

A one-day special event facility usage charge of \$500 will be charged to the Huron Rotary Club and will be allocated to the Boat Basin Fund (Fund 210) under Facility Rental. This amount was anticipated and budgeted for in account 210-0006-41536. The facility usage fee will offset maintenance and personnel costs.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 46-2024 is in order.

[Resolution No. 46-2024 Huron Rotary Festival \(1\).doc](#)  
[Resolution No. 46-2024 Exh A Huron Rotary Festival.doc](#)

RESOLUTION NO. 46-2024  
Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE HURON ROTARY CLUB TO HOLD THE HURON ROTARY FESTIVAL IN THE CITY OF HURON, OHIO ON JUNE 29,2024

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

SECTION 1: The City Manager is authorized and directed to execute a License Agreement for and on behalf of the City of Huron, Ohio with the Huron Rotary Club to use City property at the Boat Basin in conjunction with the Huron Rotary Festival on June 29,2024, 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.

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Monty Tapp, Mayor

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

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

## LICENSE AGREEMENT

This License Agreement ("Agreement"), made between the City of Huron, Ohio, hereinafter called "City" and the Huron Rotary Club, hereinafter called "Licensee", is to EVIDENCE THAT:

WHEREAS, the Huron Rotary Festival ("Festival") is held on property owned by the City and, therefore, it is necessary for the City to grant the Huron Rotary Club a revocable license to use said property and;

WHEREAS the Festival is scheduled to occur on June 29, 2024; and

WHEREAS, it is also necessary for the City of Huron to furnish additional City services in order that said event may be held on City property in Huron, Ohio.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City hereby grants a revocable license to Licensee to use the Amphitheater at the Boat Basin on Saturday, June 29, 2024 during the hours of 4:00 p.m. to 11:00 p.m. for the purpose of conducting the Festival for a flat rental fee of \$500.00 total on the property described on Exhibit A and incorporated by reference.

2. The City hereby grants the placement of three (3) 10 x 8 latex banners for advertising signage to be erected in the following areas: median area of U. S. Route 6/Center Street, S.R. 13/Riverside Drive, and Cleveland Road E/By the Shores Drive commencing on June 10, 2022 and which shall be removed on June 30, 2024.

3. Licensee agrees, at its own expense to have the entire event area cleaned up, including removal of all equipment, trash, and other items placed in the site, by 8:00 a.m. on Sunday, June 29, 2024. This provision may be modified due to weather conditions.

4. Licensee agrees to adhere to the Festival Regulations pursuant to the Ohio Fire Code as referenced in Exhibit D.

5. The City shall have the option to terminate or modify this Agreement and related revocable license in the event the property being licensed to the Licensee becomes unavailable for use by Licensee as provided for by this Agreement, which determination shall be decided by the Huron City Council at a regular or special meeting, notice of which shall be given to the Licensee at least seven (7) days prior to the date of the meeting.

6. The City shall also 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.

7. The Licensee agrees to defend, indemnify, and hold the City harmless from any and all actual or threatened actions, causes of action, claims, costs, damages, demands, expenses, fees (including reasonable attorney's fees), fines, judgments, losses, penalties or suits arising directly or indirectly from Licensee's breach of this Agreement, from Licensee's use or the use by participants, workers, vendors, invitees, and attendees of City-owned lands for the Festival and parking areas as

authorized by this Agreement, or from the operation of the event or claimed to have arisen from the operation of the event, and Licensee shall secure liability insurance, including liquor liability coverage, in an amount of at least One Million Dollars (\$1,000,000.00) for bodily injury and death, and One Hundred Thousand Dollars (\$100,000.00) for property damage, which policies shall name City as an additional named insured by endorsement and loss payee. Licensee shall furnish City with evidence that the required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, no later than June 1, 2024, and a copy of such shall herein be attached and incorporated as Exhibit B. Such insurance policies shall provide that such insurance policies may not be canceled without thirty (30) days prior written notice to the City.

8. Licensee further agrees as follows:

- a. Event activity shall be scheduled within the hours: Friday: June 29, 2024, 4:00 p.m. to 11:00 p.m.
- b. Signs to be posted restricting beer/wine in plastic or paper cups only to the fenced areas as noted in Exhibit C.
- c. Concession booths shall not be permitted to open without first obtaining an approved electrical inspection.
- d. Event grounds shall shut down by 11:00 p.m.
- e. Food sales shall cease by 10:30 p.m.
- f. Licensee agrees to incorporate the operating restrictions set forth herein in all contracts with affected vendors.
- g. Licensee agrees to have all water connections checked for compliance with the State of Ohio Code.
- h. Licensee agrees to protect parking lot at the Boat Basin and further agrees not to make any holes in parking lot surface for any reason.
- i. Licensee shall furnish City with evidence that the required insurance has been obtained prior to the opening of the event.
- j. Licensee hereby agrees to conduct said event in accordance with the terms and conditions set forth and approved by the Council of the City of Huron and all rules and regulations of other state or local agencies applicable to these events.
- k. This Agreement contains the entire agreement between the Parties and supersedes any oral or prior written understandings, representations or agreements between the Parties.
- l. This agreement shall be interpreted in accordance with the laws of the State of Ohio.

9. The City approves the sale of beer and wine during the Festival as follows: Saturday, June 29, 2024 from 4:00pm to 11:00pm. All sales of beer and wine shall be confined to the designated area. Beer and wine shall be in plastic or paper cups or cans; no bottles permitted. Consumption of beer and wine shall be permitted in fenced in areas only and as noted on Exhibit A. Licensee agrees to comply with all rules and regulations of the Ohio Department of Liquor control as required by the regulations governing Licensee's Alcohol Permit identified in Exhibit E.

IN WITNESS WHEREOF, all parties have set their hands to duplicate copies of this Agreement on the date(s) referenced below.

CITY: CITY OF HURON, OHIO

LICENSEE: HURON ROTARY CLUB

\_\_\_\_\_  
Matt Lasko, City Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

EXHIBIT A  
DESCRIPTION OF LEASED PROPERTY



**EXHIBIT B**  
**LIABILITY INSURANCE POLICY**



**EXHIBIT C**  
**SIGNS FOR BEER CONSUMPTION IN CERTAIN AREAS**

## **EXHIBIT D**

### **FESTIVAL REGULATIONS- OHIO FIRE CODE**

#### **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.

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.



**TO:** Mayor Tapp and City Council  
**FROM:** Doug Steinwart  
**RE:** Resolution No. 48-2024 (*submitted by Doug Steinwart*)  
**DATE:** May 14, 2024

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### **Subject Matter/Background**

The City was approached by River Monster Tours LLC to provide temporary dockage and storage at the Huron Boat Basin along the Huron River. They offer guided river tours up the Huron River and use a passenger paddle cycle boat that offers a unique experience, allowing passengers to pedal upriver.

The term proposed is a one-year agreement from May 24, 2024, to Sept. 29, 2024. There is no overnight dockage allowed and all potential signage shall be approved by the City in advance.

Cost: Dockage on the outside wall for the term of 4 months is \$1,680 and cost to use the marina hut would be \$600 for 4 months.

### **Financial Review**

The money received from this agreement will be put in the Huron Boat Basin Fund (Fund 210). Funds are used to offset the cost to maintain and operate the boat basin marina.

### **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. 48-2024 is in order.

[Resolution No. 48-2024 River Monster Tours LLC License Agreement \\$2,280.docx](#)

[Resolution No. 48-2024 Exh A River Monster Tours LLC License Agreement.pdf](#)

RESOLUTION NO. 48-2024  
Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH RIVER MONSTER TOURS LLC RELATIVE TO THEIR USE OF THE MARINA HUT AND DOCKAGE AT THE HURON BOAT BASIN FOR A FOUR-MONTH TERM IN THE AMOUNT OF TWO THOUSAND TWO HUNDRED EIGHTY AND XX/100 DOLLARS (\$2,280.00)

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 River Monster Tours LLC to utilize the marina hut and designated dockage at the Huron Boat Basin for a four-month term at a cost of Two Thousand Two Hundred Eighty and xx/100 Dollars (\$2,280.00), 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 between and between the **City of Huron**, a municipal corporation of Erie County, Ohio (hereinafter referred to as the "City") and **River Monster Tours LLC**, a Delaware limited liability company registered to do business in the State of Ohio (hereinafter referred to as "Licensee")(with the City and Licensee being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS Licensee seeks to utilize a portion of the City's lands (being an area approximately thirty-five [35] feet in length on the outside wall of the Boat Basin and the related Marina Hut adjacent and contiguous to the Huron River as depicted on the schematics and photos attached hereto as "Exhibit A" and incorporated herein by reference)(the "Property") for the purposes of permitting Licensee to load, unload, and launch Huron River tours; and,

WHEREAS the City wishes is amenable to permitting Licensee to use the Property pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **TERM.** For the purposes of this Agreement, use of the Property shall be permitted during the boating season each year of the Term, which shall commence on May 24, 2024 and end on September 29, 2024. **The term of this Agreement shall be for the 2024 boating season only as referenced in the previous sentence (the "Term").** This Agreement may be terminated at any time during the Term by either party upon service via email, certified mail, or recognized overnight courier to the other. Upon termination by the City for reasons other than stated in Section 8, Licensee shall be liable only for those costs payable through the termination date.
2. **LOCATION.** The City owns the Property described in **Exhibit A** attached to this Agreement. Licensee shall ensure the boundaries of the Property that are the subject of this Agreement are clearly delineated and easily identifiable to the public in a manner determined by the City in advance of commencement of operations. All signage for the use on the Property shall be approved by the City in advance of commencement of operations at the Property, and any changes to signage at the Property must be approved in advance by the City.
3. **PERMISSIBLE ACTIVITIES.** Licensee shall have exclusive rights to dockage within the area designated in Exhibit A, but overnight dockage shall not be permitted. The City shall not interfere with Licensee's exclusive rights to dockage, and Licensee acknowledges and agrees to defend, hold harmless, and indemnify the City for acts or omissions of Licensee that occur or accrue on the Property as outlined in Section 10 hereof.
4. **USE.** Licensee desires to utilize the property for the purposes of for the purposes of permitting Licensee to load, unload, and launch Huron River tours and for no other purpose without the prior express written consent of the City, which may be withheld in

the City's sole and absolute discretion. Hours of operation for Licensee's use shall be 10:00 a.m. to the earlier of 9:00 p.m. or dusk. Licensee shall ensure all trash on or about the Property is removed by Licensee to an agreed-upon dumpster location after each tour.

Licensee will obtain, in advance of the use at Licensee's sole cost and expense, and provide proof of same to City as may be requested:

- (a) all necessary security-related services as determined necessary by Licensee, and the City shall not be obligated to provide any additional security beyond ordinary police and fire protection available to all citizens of the City;
- (b) all necessary site preparation and safety protections to ensure the Property is safe, suitable, and approved for the intended use;
- (c) any and all permits necessary or required by the Federal, State (including but not limited to the Ohio Department of Natural Resources and United States Coast Guard), City, and all other local authorities and any and all related agencies requiring such permitting; and
- (d) The Certificate of Insurance referenced in Section 10, below.

Other than providing access to the Property pursuant to this Agreement, the City shall be under no obligation whatsoever to provide any assistance, services, or materials to Licensee for any of Licensee's activities arising or contemplated by this Agreement.

**5. COMPLIANCE WITH LAWS.** As a specific condition of this Agreement, Licensee agrees to abide by all applicable rules and regulations in the Huron Codified Ordinances, the Ohio Revised Code, and those promulgated by the United States Coast Guard. Licensee acknowledges and accepts the restriction on the possession and consumption of beer or intoxicating liquors as identified in Huron Codified Ordinance §529.09. Licensee also agrees to abide by all Erie County Health Department and Ohio Division of Liquor Control rules and regulations, and to keep the areas of the deck and all areas under and surrounding the deck in a clean and sanitary condition, free and clear of all debris. Licensee agrees to commit no waste upon the property. Upon the conclusion of this Agreement, either through expiration or termination, regardless of reason, Licensee shall restore the Property in the same or improved condition as it was received within five (5) business days of expiration or termination of this Agreement. In accordance with existing Ordinance(s), Licensee is prohibited from the placement of any dock boxes or one or more ice chests on or about the Property without the prior written consent of the City in the City's sole discretion.

**6. IMPROVEMENTS.** The Parties acknowledge the installation of previously installed infrastructure improvements which shall be utilized in the permissive activities under this Agreement. At the time of execution, neither Party anticipates the need for additional improvements, however, the City reserves the right to request improvements during the Term of this Agreement. Such requests shall be in writing and shall only be authorized upon the consent of the City Manager or the Huron City Council. Notwithstanding any contrary provision of this Agreement, Licensee shall be responsible to maintain, repair and replace the Marina Hut during the Term and keep same clean, safe, and appearing neat and in solid and sound repair at all times. Any and all repairs and replacement shall receive the prior written

consent of the City in advance. Further, at the end of the Term, Licensee shall ensure the pavement and/or grass surfaces are returned to the condition they were in at the commencement of the Term, ordinary wear and tear excepted.

7. **AS IS.** Unless specifically stated herein, Licensee acknowledges and agrees to accept the Property in its “AS IS, WHERE IS, WITH ALL FAULTS,” existing condition. The City makes no warranties or representations, express or implied, as to the condition of the Property.

8. **UTILITIES.** Licensee shall have general access to existing electric and water utilities as a benefit of this Agreement. Such utility costs shall be included in the monthly payment stated herein.

9. **COST.** The cost of the license to use the Property granted herein shall be as set forth below for the 2024 boating season and shall be payable in one installment no later than fourteen (14) days after the commencement of each season. Costs shall not be prorated within the month. Costs shall be as follows:

(a) Marina Hut: \$150.00 per month for 4 months (the Term), totaling \$600.00; and

(b) Dockage: \$1,680.00 for 4 months (the Term).

10. **LIABILITY.** The Licensee shall defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, damages, demands, expenses, fees, fines, liabilities, losses, penalties, judgments, and suits for bodily injury, death and all property damage (including but not limited to environmental contamination as a result of Licensee’s acts or omissions or those of its contractors) asserted by the City and/or any third parties, including but not limited to actions or causes of actions arising from acts, omissions, or reckless or wanton conduct directly or indirectly relating to any and all of Licensee and Licensee’s contractors’ activities relating to this Agreement, with such indemnification including all costs of defense, including reasonable attorneys and expert witness fees. Licensee shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate (including excess liability coverage); Two Million Dollars (\$2,000,000.00) for Property Damage, which policies shall name the City as an additional insured by endorsement, and shall provide a copy of the relevant Certificate of Insurance on or before commencement of operations.

**Notwithstanding any contrary provision of this Agreement, the City’s receipt of a valid and accurate Certificate of Insurance is an express condition precedent to the City permitting use of the Property.**

11. **BREACH.** If either Party fails to perform their respective duties under this Agreement [breaching Party], the non-breaching Party may give notice to the breaching Party of such failure to perform and demand performance. If the breaching Party fails to fully perform all duties required by this Agreement within five (5) days of such notice, the non-breaching Party may terminate this Agreement without waiver of any rights the



non-breaching Party may have against the breaching Party for such failure to perform. Either Party may terminate this Agreement effective immediately upon giving written notice, if the other Party engages in an act for which the Party has previously received a five (5) day notice.

Notwithstanding any contrary provision of this Agreement, the City shall have the unilateral and voluntary option to revoke, terminate or modify this Agreement on forty-eight (48) hours' notice in the event that the Property becomes unavailable for use by Licensee as provided for by this Agreement or in the event of Licensee's breach of this Agreement.

12. **GENERAL TERMS.** The Parties agree that the terms and conditions set forth herein are severable and separate, and the unenforceability of any specific covenant or condition shall not result in the unenforceability of the rest of the Agreement. The covenants and conditions of this Agreement shall be construed as a contract independent of any other provision. The terms of this Agreement are non-transferrable or assignable under any conditions. This Agreement represents the entire Agreement and understanding between the City and Licensee with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings, whether written, oral, or implied between the parties and with respect to the subject matter contained herein.

13. **CONDITION.** This Agreement and the obligation of the Parties hereunder is expressly conditioned upon the approval of the Huron City Council.

**IN WITNESS WHEREOF** the Parties have hereunto set their hands as of the date(s) set forth below.

City of Huron

River Monster Tours LLC

By: \_\_\_\_\_  
Matthew D. Lasko, City Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

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

**Exhibit A**  
(Schematic)











**IDLE SPEED**  
**NO WAKE**













**TO:** Mayor Tapp and City Council  
**FROM:** Matthew Lasko  
**RE:** Motion to set Public Hearing  
**DATE:** May 14, 2024

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### **Recommendation**

[Firelands Scientific Petition Documents.pdf](#)





**TO:** Chairman Boyle and Members of the Planning Commission  
**FROM:** Erik Engle, Planning Director  
**RE:** Firelands Scientific -Petition for Code Amendment  
**DATE:** May 8, 2024

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**Owner/Petitioner: Firelands Scientific. 2344 University Drive, Huron, OH 44839**

**Subject Matter/Background**

In a joint effort with Firelands Scientific, the city was recently petitioned by Firelands Scientific to modify our Ordinances to permit at least one recreational marijuana dispensary in the city. Our Ordinances currently prohibit all recreational marijuana dispensaries, no exceptions (1121.08). Staff consulted with the Law Director as to the state law and procedure knowing recent state laws have shifted based on the most recent referendum permitting controlled recreational sales.

Pursuant to legal counsel's recommendation, the following zoning ordinances need to be amended to follow new state statute (bold italic sections are the only sections under consideration at this time):

**1121.08 REGULATIONS APPLYING TO ALL DISTRICTS. *The retail dispensing of marijuana for recreational purposes is prohibited in all zoning districts of the City of Huron.* (Ord. 2018-10. Passed 5-22-18.)**

**1126.16 MEDICAL MARIJUANA RETAIL DISPENSARIES.**

(a) Purpose. To establish limitations on medical marijuana dispensary operations within the City and to establish reasonable and uniform regulations to minimize and control the negative secondary effects of medical marijuana dispensaries within the City, all to promote the health, safety, and welfare of the citizens of the City.

(b) Applicability. The development regulations established within this chapter are applicable to the following development criteria:

(1) A facility, building, or group of buildings for the purpose of retail dispensing of medical marijuana.

(c) Location. The following regulations shall be used to regulate the location of medical marijuana retail dispensary facilities:

(1) Medical marijuana retail dispensaries are conditionally permitted within any Industrial district within the city. In addition, no medical marijuana retail dispensary may be within 1000 ft. from any parcel on which sits a school, church, public library, public playground, or public park.

***(d) Other Requirements. Medical marijuana retail dispensaries shall comply with Chapter 751 of these Ordinances and ORC 3796 et seq. Only one medical marijuana retail dispensary shall be permitted within the City limits per this section. (Ord. 2018-15. Passed 6-26-18.)***

*As explained by the Law Director:*

Firelands request is governed by the “new” State marijuana law (ORC 3780.25(B)(2)) – they have an existing medical marijuana dispensary license and are proposing to dispense “on the same parcel or contiguous parcels” as the medical license facility, so the right to open the recreational dispensary and, per the new statute, Firelands “may not be prohibited or limited by any municipal corporation or Township” from operating a recreational dispensary.

Firelands also is asking for more changes to “combine” the medical and recreational licensure into one, it is recommended that the city hold off on those changes until the State does the same.

**Staff Analysis/ Recommendation:**

As per the recommendation of legal, the attached amendments to Sections 1121.08 and 1126.16 are proposed and attached as Exhibit B for both sections. The amendments are simple in nature. Essentially, 1121.08 re-aligns the selling of recreational marijuana with that of medical marijuana sales, limiting the dispensary to one establishment (1) city-wide being in an I-1 Industrial district (referencing Firelands existing medical marijuana dispensary). Added language to Section 1126.16 is simply a cross-reference back to Section 1121.08 allowing for one (1) dispensary establishment allowing for the sale of recreational marijuana.

Due to the inconsistencies with updated state statute, staff recommends approval by PC to defer the requests for amendments to City Council as proposed.

**Next Steps:**

Overall, Planning Commission may entertain a motion and vote to defer the amendments to council or set its own public hearing for further consideration (optional).

Ultimately, once deferred to Council for consideration, members of Council must set a public hearing prior to the ordinances being put on three readings, so in all likelihood this will already get the proper amount of vetting prior to a council decision.



FIRELANDS  
SCIENTIFIC

April 19, 2024

Erik Engle  
Planning Director  
City of Huron  
417 Main St.  
Huron, OH 44839

***SENT VIA EMAIL TO: [erik.Engle@huronohio.us](mailto:erik.Engle@huronohio.us)***

*Re: Petition to Rescind Ordinance 1121.08 and Update Other Sections of Huron City Code to Align with Chapter 3780 of Ohio Revised Code*

Dear Mr. Engle:

This notice shall serve as a petition by OPC Retail, LLC (“OPC Retail”) to rescind Ord. 1121.08 and update Ords. 1121.04, 1125.04, 1126.16 and 751.01 *et seq.* of the Huron City Code.

As you are aware, OPC Retail currently holds a license to sell medical marijuana in accordance with the Ohio Medical Marijuana Control Program (the “MMCP”) and Huron City Code. Recently, Chapter 3780 of the Ohio Revised Code was enacted into state law, authorizing the sale of adult use marijuana to adults who are twenty-one years of age or older. Under this new law, existing cultivators, processors and dispensaries operating under the MMCP will be granted a “dual use” license that will enable sales of marijuana products to patients and adults under the same license. Accordingly, OPC Retail hereby petitions the City of Huron to rescind Ord. 1121.08, and update Ords. 1121.04, 1125.04, 1126.16 and 751.01 *et seq.* to enable OPC Retail’s Huron dispensary to participate in the adult use program, pursuant to Ohio law. In an effort to align city code with existing state law, enclosed are proposed updates to the applicable sections of the Huron City Code.

Thank you for your attention to this matter. We look forward to the next phase of our partnership and our continued efforts to be an active and positive member of the Huron community. If you have any questions, please do not hesitate to contact us.

Sincerely,

Jesse M. Gannon  
General Counsel  
Firelands Scientific

Enclosure

**EXHIBIT A – 1121.08 (Existing Language)**

**1121.08 REGULATIONS APPLYING TO ALL DISTRICTS.**

The retail dispensing of marijuana for recreational purposes is prohibited in all zoning districts of the City of Huron.

**EXHIBIT B – 1121.08 (Proposed Language)**

**1121.08 REGULATIONS APPLYING TO ALL DISTRICTS.**

The retail dispensing of marijuana for recreational purposes is limited to one (1) dispensary citywide located within the I-1 Industrial District by right and such use shall follow all rules and regulations set forth for Medical Marijuana Dispensaries as authorized by this code.

**Commented (EE1):** With the passing of state legislation allowing for the sale of recreational marijuana, Firelands Scientific has proposed an amendment to allow for the sale of marijuana for recreational purposes at their existing medical marijuana dispensary on University Drive.

Legal counsel has advised that ORC 3780 allows for existing medical marijuana establishments the absolute right to allow for the retail dispensing of recreational marijuana, essentially making this section out of sync and in direct conflict with state legislation, thus, the call on staff to amend as seen in Exhibit B.

**Commented (EE2):** Edits pursuant to Todd's recommendation to keep this section, but limit the number to one dispensary citywide.

This language mirrors 1126.16(d) allowing for only one dispensary citywide for the purposes of selling both recreational and medical marijuana at Fireland's existing location.

**EXHIBIT A – 1126.16 (Existing Language)**

**1126.16 MEDICAL MARIJUANA RETAIL DISPENSARIES.**

(a) Purpose. To establish limitations on medical marijuana dispensary operations within the City and to establish reasonable and uniform regulations to minimize and control the negative secondary effects of medical marijuana dispensaries within the City, all in order to promote the health, safety, and welfare of the citizens of the City.

(b) Applicability. The development regulations established within this chapter are applicable to the following development criteria:

(1) A facility, building, or group of buildings for the purpose of retail dispensing of medical marijuana.

(c) Location. The following regulations shall be used to regulate the location of medical marijuana retail dispensary facilities:

(1) Medical marijuana retail dispensaries are conditionally permitted within any Industrial district within the city. In addition, no medical marijuana retail dispensary may be within 1000 ft. from any parcel on which sits a school, church, public library, public playground or public park.

(d) Other Requirements. Medical marijuana retail dispensaries shall comply with Chapter 751 of these Ordinances and ORC 3796 et seq. Only one medical marijuana retail dispensary shall be permitted within the City limits per this section.

**EXHIBIT B – 1126.16 (Proposed Language)**

**Commented [EE3]:** Added Section 1121.08 as a cross reference.

**1126.16 MEDICAL MARIJUANA RETAIL DISPENSARIES.**

(a) Purpose. To establish limitations on any and all marijuana dispensary operations within the City and to establish reasonable and uniform regulations to minimize and control the negative secondary effects of such marijuana dispensaries within the City, all in order to promote the health, safety, and welfare of the citizens of the City.

**Commented [EE4]:** All highlighted sections are edits made by legal counsel.

(b) Applicability. The development regulations established within this chapter are applicable to the following development criteria:

(1) A facility, building, or group of buildings for the purpose of retail dispensing of marijuana in conformity with Chapter 751 of these Ordinances, ORC 3796 et seq., and ORC 3780 et seq..

(c) Location. The following regulations shall be used to regulate the location of any and all marijuana retail dispensary facilities that operate pursuant to and in conformity with Chapter 751 of these Ordinances, ORC 3796 et seq., and ORC 3780 et seq.:

(1) All marijuana retail dispensaries are conditionally permitted within any Industrial district within the city. In addition, no marijuana retail dispensary may be within 1000 ft. from any parcel on which sits a school, church, public library, public playground or public park.

(d) Other Requirements. Any and all marijuana dispensaries shall comply with Chapter 751 of these Ordinances and ORC 3796 et seq. Only one medical marijuana retail dispensary shall be permitted within the City limits per this section and Section 1121.08.



**TO:** Mayor Tapp and City Council  
**FROM:** Cory Swaisgood  
**RE:** Motion to Set Public Hearing  
**DATE:** May 14, 2024

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## Recommendation