



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, August 13, 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. Roll Call of City Council

II. Approval of Minutes

- II.a** Minutes of the regular Council meeting of June 25, 2024.
- II.b** Minutes of regular Council meeting of July 9, 2024.
- II.c** Minutes of the regular Council meeting of July 23, 2024.

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

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. Tabled Legislation

- V.a** Ordinance No. 2024-24 (**TABLED 6/25/24**) (*submitted by Cory Swaisgood*)
An ordinance amending Sections 185.01, 185.03, 185.04 and 185.06 of the Codified Ordinances of the City of Huron, Ohio, to provide for the levy of an additional 0.75% income tax and up to a 1.74% credit for taxes paid to another municipality beginning January 1, 2025.

VI. Old Business

- VI.a** Ordinance No. 2024-31 (**third and final reading**) (*submitted by Stuart Hamilton*)
An ordinance establishing the rate to be paid by residential property owners for the period of January 2025 through December 2025 for residential solid waste collection and disposal; and further authorizing and directing the Director of Finance to certify the costs of same to the Erie County Auditor for placement on the tax duplicate for collection with other City taxes in 2025.

VII. New Business

- VII.a** Motion
Motion to appoint Missie Lowrey-Huntley as a citizen member of the Huron Joint Recreation District for the term ending December 31, 2025.

VII.b Ordinance No. 2024-38 (*submitted by Stuart Hamilton*)

An ordinance amending Codified Ordinance Section 305.01, Traffic Control Map, and Codified Ordinance Section 305.02, Traffic Control File, regarding removal of the 3-way flashing traffic signal located at the intersection of Mudbrook Road (Route 13) and Riverside Drive within the City of Huron, Ohio.

VII.c Ordinance No. 2024-39 (*submitted by Stuart Hamilton*)

An ordinance amending Codified Ordinance Section 305.01, Traffic Control Map, and Codified Ordinance Section 305.02, Traffic Control File, regarding removal of signage indicating time and date restrictions for right turn on red at the northeast corner of the intersection of US 6 and Main Street within the City of Huron, Ohio.

VII.d Resolution No. 67-2024 (*submitted by Stuart Hamilton*)

A resolution accepting the proposal and entering into an agreement with Reinhausen Manufacturing, Inc. for provision of LTC inspection and testing services relating to the Huron Public Power Expansion Project in the amount of \$43,648.44

VII.e Resolution No. 68-2024 (*submitted by Matt Lasko*)

A resolution certifying unpaid mowing charges to the Erie County Auditor for collection.

VIII. City Manager's Discussion

IX. Mayor's Discussion

X. For the Good of the Order

XI. Executive Session(s)

XI.a Executive session pursuant to Ohio Revised Code Section 121.22(g)(2).

XII. Discussion Pertaining to Development of ConAgra Property

XIII. Adjournment



TO: Mayor Tapp and City Council
FROM: Edward Widman
RE: Ordinance No. 2024-24 (**TABLED 6/25/24**) (*submitted by Cory Swaisgood*)
DATE: August 13, 2024

Subject Matter/Background

This ordinance amends the City's tax code in sections 185.01, 185.03, 185.04 and 185.06 of the codified ordinances. The ordinance provides for the levy of an additional income tax of 0.75% beginning January 1, 2025. This legislation also provides for a credit on income earned in other income tax paying jurisdiction, up to 1.75%.

The administration was tasked with researching additional revenue sources following approval of the 2024 budget in December of 2023. The administration is recommending an income tax increase from 1% to 1.75%, allowing for a credit up to 1.75% for residents that work in another income tax paying jurisdiction. Currently, the City does not offer a credit. Over the last few months, the administration has held multiple public meetings to educate residents on the potential income tax increase. Following those meetings, the administrative still feels confident this income tax increase is the best long-term solution for the City's forecasted budget deficits.

This ordinance is expected to go three readings and tabled until after the election on November 5, 2024, if Council puts the income tax increase on the ballot. Resolution 57-2024 is a resolution of necessity to put a City income tax increase on the November ballot.

Financial Review

There is no financial impact to the City for this legislation. If the income tax increase is passed by the voters, the City is expected to receive an additional \$1.8M in income tax revenue per year. The increase is expected to provide long-term budget stabilization for essential services and continue quality of life improvements for City residents. Resolution 57-2024 would put the increase on the November ballot if passed by Council prior to August 7, 2024.

Legal Review

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

Recommendation

This matter has been tabled.

[Ordinance No. 2024-24 Amending Sections 185.01 .03 and .04 of the Codified Ordinances to Increase the Income Tax Rate.docx](#)

ORDINANCE NO. 2024-24
Introduced by Mark Claus

AN ORDINANCE AMENDING SECTIONS 185.01, 185.03, 185.04 AND 185.06 OF THE CODIFIED ORDINANCES OF THE CITY OF HURON, OHIO, TO PROVIDE FOR THE LEVY OF AN ADDITIONAL SEVENTY-FIVE ONE-HUNDREDTHS PERCENT (0.75%) INCOME TAX BEGINNING JANUARY 1, 2025, AND PROVIDING A CREDIT UP TO 1.75% FOR INCOME TAX PAID TO OTHER MUNICIPALITIES; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Huron, Ohio, that:

Section 1. Section 185.01 of the Codified Ordinances of the City of Huron, Ohio, as established by Ordinance No. 2015-30, passed November 10, 2015, is hereby further amended to read as follows:

“185.01 AUTHORITY TO LEVY TAX; PURPOSE OF TAX.

(A) To provide funds for the purposes of general municipal operations and services, maintenance, new equipment, extension and enlargement of municipal services and facilities, permanent improvements, and capital improvements, the Municipality hereby levies an annual tax on the income of every person residing in or earning or receiving income in the Municipality as measured by each such person's municipal taxable income, all as hereinafter provided.

(B) (1) The annual tax is levied at a rate of 1.75% (one and seventy-five one-hundredths percent). The tax is levied at a uniform rate on all persons residing in or earning or receiving income in the Municipality. The tax is levied on municipal taxable income as hereinafter provided in Section 185.03 of this Chapter and other sections as they may apply.

(2) The funds collected under the provisions of this Chapter 185 shall be applied for the following purposes and in the following order: (i) such part thereof as is necessary to defray all costs of collecting the taxes levied by this Chapter and the cost of administering and enforcing the provisions hereof; (ii) after providing for the allocation of funds set forth in division (B)(2)(i) of this Section, funds shall be set aside, appropriated and paid into the General Bond Retirement Fund or another fund specified by ordinance of the Council, in an amount equal to the annual principal and interest payments due (within that year) on all bonds, notes or other obligations for which income tax revenues have been pledged; (iii) after providing for the allocation of funds set forth in division (B)(2)(i) and (ii) of this Section, not less than seven percent (7%) of the remaining funds shall be set aside, appropriated and paid into the Capital Improvement Fund; and (iv) after providing for the allocation of funds set forth in division (B)(2)(i), (ii), and (iii) of this Section, the balance of the funds remaining shall be used for any purpose as may be determined by ordinance of the Council.

(C) The taxes levied under this Chapter 185 shall be levied in accordance with the provisions and limitations set forth in Chapter 718 of the Ohio Revised Code to the fullest extent required for the Municipality to continue to levy those taxes. The required provisions and limitations of Chapter 718 of the Ohio Revised Code are hereby incorporated into this Chapter 185, and those required provisions or limitations of Chapter 718 of the Ohio Revised Code shall control to the extent there is a conflict between a provision or limitation of this Chapter 185 and an express provision or limitation of Chapter 718 of the Ohio Revised Code.

(D) As used herein, all references in this Chapter 185 to provisions or limitations of Chapter 718 of the Ohio Revised Code and to any Section of that Chapter 718 shall include those provisions or limitations of that Chapter or Section as in effect on January 1, 2016, of any successor statute, and of any

subsequent amendment to that Chapter or Section or a successor statute in effect from time to time to the fullest possible extent required for the Municipality to continue to levy the taxes specified under this Chapter 185. All references in this Chapter 185 to "ORC" are to the Ohio Revised Code."

Section 2. Section 185.03 of the Codified Ordinances of the City of Huron, Ohio, as established by Ordinance No. Ordinance No. 2015-30, passed November 10, 2015, as amended by Ordinance No. 2024-4, passed on February 13, 2024, is hereby further amended to read as follows:

"185.03 IMPOSITION OF TAX.

The income tax levied by the Municipality at a rate of one and seventy-five one-hundredths percent (1.75%) is levied on the municipal taxable income of every person who resides in or who earns or receives income in the Municipality.

Individuals.

(A) For residents, the income tax levied herein shall be on all municipal taxable income, as set forth in Section 185.02(C)(21)(a)(ii)(a).

(B) For nonresidents, the income tax levied herein shall be on all municipal taxable income, as set forth in Section 185.02(C)(21)(a)(ii)(b).

(C) For a person other than an individual, the income tax levied herein shall be on all municipal taxable income, as set forth in Section 185.02(C)(21)(a)(i).

Refundable credit for Nonqualified Deferred Compensation Plan.

(D) (1) As used in this division:

(a) "Nonqualified deferred compensation plan" means a compensation plan described in Section 3121(v)(2)(C) of the Internal Revenue Code.

(b) "Qualifying loss" means the amount of compensation attributable to a taxpayer's nonqualified deferred compensation plan, less the receipt of money and property attributable to distributions from the nonqualified deferred compensation plan. Full loss is sustained if no distribution of money and property is made by the nonqualified deferred compensation plan. The taxpayer sustains a qualifying loss only in the taxable year in which the taxpayer receives the final distribution of money and property pursuant to that nonqualified deferred compensation plan.

(c) (i) "Qualifying tax rate" means the applicable tax rate for the taxable year for the which the taxpayer paid income tax to the Municipality with respect to any portion of the total amount of compensation the payment of which is deferred pursuant to a nonqualified deferred compensation plan.

(ii) If different tax rates applied for different taxable years, then the "qualifying tax rate" is a weighted average of those different tax rates. The weighted average shall be based upon the tax paid to the Municipality each year with respect to the nonqualified deferred compensation plan.

(d) "Refundable credit" means the amount of the Municipality's income tax that was paid on the non-distributed portion, if any, of a nonqualified deferred compensation plan.

(2) If, in addition to the income tax levied by the Municipality, a taxpayer has paid tax to other municipal corporations with respect to the nonqualified deferred compensation plan, the amount of the credit that a taxpayer may claim from each municipal corporation shall be calculated on the basis of each municipal corporation's proportionate share of the total municipal corporation income

tax paid by the taxpayer to all municipal corporations with respect to the nonqualified deferred compensation plan.

(3) In no case shall the amount of the credit allowed under this Section exceed the cumulative income tax that a taxpayer has paid to the Municipality for all taxable years with respect to the nonqualified deferred compensation plan.

(4) The credit allowed under this division is allowed only to the extent the taxpayer's qualifying loss is attributable to:

(a) The insolvency or bankruptcy of the employer who had established the nonqualified deferred compensation plan; or

(b) The employee's failure or inability to satisfy all of the employer's terms and conditions necessary to receive the nonqualified deferred compensation.

Domicile.

(E) (1) (a) An individual is presumed to be domiciled in the Municipality for all or part of a taxable year if the individual was domiciled in the Municipality on the last day of the immediately preceding taxable year or if the Tax Administrator reasonably concludes that the individual is domiciled in the Municipality for all or part of the taxable year.

(b) An individual may rebut the presumption of domicile described in division (E)(1)(a) of this Section if the individual establishes by a preponderance of the evidence that the individual was not domiciled in the Municipality for all or part of the taxable year.

(2) For the purpose of determining whether an individual is domiciled in the Municipality for all or part of a taxable year, factors that may be considered include, but are not limited to, the following:

(a) The individual's domicile in other taxable years;

(b) The location at which the individual is registered to vote;

(c) The address on the individual's driver's license;

(d) The location of real estate for which the individual claimed a property tax exemption or reduction allowed on the basis of the individual's residence or domicile;

(e) The location and value of abodes owned or leased by the individual;

(f) Declarations, written or oral, made by the individual regarding the individual's residency;

(g) The primary location at which the individual is employed.

(h) The location of educational institutions attended by the individual's dependents as defined in Section 152 of the Internal Revenue Code, to the extent that tuition paid to such educational institution is based on the residency of the individual or the individual's spouse in the municipal corporation where the educational institution is located;

(i) The number of contact periods the individual has with the Municipality. For the purposes of this division, an individual has one "contact period" with the Municipality if the individual is away overnight from the individual's abode located outside of the Municipality and while away overnight from that abode spends at least some portion, however minimal, of each of two consecutive days in the Municipality.

(3) All additional applicable factors are provided in the Rules and Regulations.

Businesses.

(F) This division applies to any taxpayer engaged in a business or profession in the Municipality, unless the taxpayer is an individual who is a resident or the taxpayer is an electric company, combined company, or telephone company that is subject to and required to file reports under Chapter 5745. of the ORC.

(1) Except as otherwise provided in divisions (F)(2) and (G) of this Section, net profit from a business or profession conducted both within and without the boundaries of the Municipality shall be considered as having a taxable situs in the Municipality for purposes of municipal income taxation in the same proportion as the average ratio of the following:

(a) The average original cost of the real property and tangible personal property owned or used by the taxpayer in the business or profession in the Municipality during the taxable period to the average original cost of all of the real and tangible personal property owned or used by the taxpayer in the business or profession during the same period, wherever situated.

As used in the preceding paragraph, tangible personal or real property shall include property rented or leased by the taxpayer and the value of such property shall be determined by multiplying the annual rental thereon by eight;

(b) Wages, salaries, and other compensation paid during the taxable period to individuals employed in the business or profession for services performed in the Municipality to wages, salaries, and other compensation paid during the same period to individuals employed in the business or profession, wherever the individual's services are performed, excluding compensation from which taxes are not required to be withheld under Section 185.04(C);

(c) Total gross receipts of the business or profession from sales and rentals made and services performed during the taxable period in the Municipality to total gross receipts of the business or profession during the same period from sales, rentals, and services, wherever made or performed.

(2) (a) If the apportionment factors described in division (F)(1) of this Section do not fairly represent the extent of a taxpayer's business activity in the Municipality, the taxpayer may request, or the Tax Administrator of the Municipality may require, that the taxpayer use, with respect to all or any portion of the income of the taxpayer, an alternative apportionment method involving one or more of the following:

(i) Separate accounting;

(ii) The exclusion of one or more of the factors;

(iii) The inclusion of one or more additional factors that would provide for a more fair apportionment of the income of the taxpayer to the municipal corporation;

(iv) A modification of one or more of the factors.

(b) A taxpayer request to use an alternative apportionment method shall be in writing and shall accompany a tax return, timely filed appeal of an assessment, or timely filed amended tax return. The taxpayer may use the requested alternative method unless the Tax Administrator denies the request in an assessment issued within the period prescribed by Section 185.12(A).

(c) The Tax Administrator may require a taxpayer to use an alternative apportionment method as described in division (F)(2)(a) of this Section, but only by issuing an assessment to the taxpayer within the period prescribed by Section 185.12(A).

(d) Nothing in division (F)(2) of this Section nullifies or otherwise affects any alternative apportionment arrangement approved by the Tax Administrator or otherwise agreed upon by both the Tax Administrator and taxpayer before January 1, 2016.

(3) As used in division (F)(1)(b) of this Section, "wages, salaries, and other compensation" includes only wages, salaries, or other compensation paid to an employee for services performed at any of the following locations:

(a) A location that is owned, controlled, or used by, rented to, or under the possession of one of the following:

(i) The employer;

(ii) A vendor, customer, client, or patient of the employer, or a related member of such a vendor, customer, client, or patient;

(iii) A vendor, customer, client, or patient of a person described in (F)(3)(a)(ii) of this Section, or a related member of such a vendor, customer, client, or patient.

(b) Any location at which a trial, appeal, hearing, investigation, inquiry, review, court-martial, or similar administrative, judicial, or legislative matter or proceeding is being conducted, provided that the compensation is paid for services performed for, or on behalf of, the employer or that the employee's presence at the location directly or indirectly benefits the employer;

(c) Any other location, if the Tax Administrator determines that the employer directed the employee to perform the services at the other location in lieu of a location described in division (F) (3)(a) or (b) of this Section solely in order to avoid or reduce the employer's municipal income tax liability. If the Tax Administrator makes such a determination, the employer may dispute the determination by establishing, by a preponderance of the evidence, that the Tax Administrator's determination was unreasonable.

(4) For the purposes of division (F)(1)(c) of this Section, and except as provided in division (G) of this section, receipts from sales and rentals made and services performed shall be situated to a municipal corporation as follows:

(a) Gross receipts from the sale of tangible personal property shall be situated to the municipal corporation in which the sale originated. For the purposes of this division, a sale of property originates in the Municipality if, regardless of where title passes, the property meets any of the following criteria:

(i) The property is shipped to or delivered within the Municipality from a stock of goods located within the Municipality.

(ii) The property is delivered within the Municipality from a location outside the Municipality, provided the taxpayer is regularly engaged through its own employees in the solicitation or promotion of sales within the Municipality and the sales result from such solicitation or promotion.

(iii) The property is shipped from a place within the Municipality to purchasers outside the Municipality, provided that the taxpayer is not, through its own employees, regularly engaged in the solicitation or promotion of sales at the place where delivery is made.

(b) Gross receipts from the sale of services shall be situated to the Municipality to the extent that such services are performed in the Municipality.

(c) To the extent included in income, gross receipts from the sale of real property located in the Municipality shall be situated to the Municipality.

(d) To the extent included in income, gross receipts from rents and royalties from real property located in the Municipality shall be situated to the Municipality.

(e) Gross receipts from rents and royalties from tangible personal property shall be situated to the Municipality based upon the extent to which the tangible personal property is used in the Municipality.

(5) The net profit received by an individual taxpayer from the rental of real estate owned directly by the individual, or by a disregarded entity owned by the individual, shall be subject to the Municipality's tax only if the property generating the net profit is located in the Municipality or if the individual taxpayer that receives the net profit is a resident of the Municipality. the Municipality shall allow such taxpayers to elect to use separate accounting for the purpose of calculating net profit situated under this division to the municipal corporation in which the property is located.

(6) (a) Commissions received by a real estate agent or broker relating to the sale, purchase, or lease of real estate shall be situated to the municipal corporation in which the real estate is located. Net profit reported by the real estate agent or broker shall be allocated to the Municipality, if applicable, based upon the ratio of the commissions the agent or broker received from the sale, purchase, or lease of real estate located in the Municipality to the commissions received from the sale, purchase, or lease of real estate everywhere in the taxable year.

(b) An individual who is a resident of the Municipality shall report the individual's net profit from all real estate activity on the individual's annual income tax return filed with the Municipality. The individual may claim a credit for taxes the individual paid on such net profit to another municipal corporation to the extent that such a credit is allowed under this Chapter.

(7) When calculating the ratios described in division (F)(1) of this Section for the purposes of that division or division (F)(2) of this Section, the owner of a disregarded entity shall include in the owner's ratios the property, payroll, and gross receipts of such disregarded entity.

(8) Intentionally left blank.

(9) Intentionally left blank.

(G) (1) As used in this division:

(a) "Qualifying remote employee or owner" means an individual who is an employee of a taxpayer or who is a partner or member holding an ownership interest in a taxpayer that is treated as a partnership for federal income tax purposes, provided that the individual meets both of the following criteria:

(i) The taxpayer has assigned the individual to a qualifying reporting location.

(ii) The individual is permitted or required to perform services for the taxpayer at a qualifying remote work location.

(b) "Qualifying remote work location" means a permanent or temporary location at which an employee or owner chooses or is required to perform services for the taxpayer, other than a reporting location of the taxpayer or any other location owned or

controlled by a customer or client of the taxpayer. "Qualifying remote work location" may include the residence of an employee or owner and may be located outside of a municipal corporation that imposes an income tax in accordance with this chapter. An employee or owner may have more than one qualifying remote work location during a taxable year.

(c) "Reporting location" means either of the following:

(i) A permanent or temporary place of doing business, such as an office, warehouse, storefront, construction site, or similar location, that is owned or controlled directly or indirectly by the taxpayer;

(ii) Any location in this state owned or controlled by a customer or client of the taxpayer, provided that the taxpayer is required to withhold taxes under Section 185.04 of this Chapter, on qualifying wages paid to an employee for the performance of personal services at that location.

(d) "Qualifying reporting location" means one of the following:

(i) The reporting location in this state at which an employee or owner performs services for the taxpayer on a regular or periodic basis during the taxable year;

(ii) If no reporting location exists in this state for an employee or owner under division (G)(1)(d)(i) of this section, the reporting location in this state at which the employee's or owner's supervisor regularly or periodically reports during the taxable year;

(iii) If no reporting location exists in this state for an employee or owner under division (G)(1)(d)(i) or (ii) of this section, the location that the taxpayer otherwise assigns as the employee's or owner's qualifying reporting location, provided the assignment is made in good faith and is recorded and maintained in the taxpayer's business records. A taxpayer may change the qualifying reporting location designated for an employee or owner under this division at any time.

(2) For tax years ending on or after December 31, 2023, a taxpayer may elect to apply the provisions of this division to the apportionment of its net profit from a business or profession. For taxpayers that make this election, the provisions of division (F) of this section apply to such apportionment except as otherwise provided in this division.

A taxpayer shall make the election allowed under this division in writing on or with the taxpayer's net profit return or, if applicable, a timely filed amended net profit return or a timely filed appeal of an assessment. The election applies to the taxable year for which that return or appeal is filed and for all subsequent taxable years, until the taxpayer revokes the election.

The taxpayer shall make the initial election with the tax administrator of each municipal corporation with which, after applying the apportionment provisions authorized in this division, the taxpayer is required to file a net profit tax return for that taxable year. A taxpayer shall not be required to notify the tax administrator of a municipal corporation in which a qualifying remote employee's or owner's qualifying remote work location is located, unless the taxpayer is otherwise required to file a net profit return with that municipal corporation due to business operations that are unrelated to the employee's or owner's activity at the qualifying remote work location.

After the taxpayer makes the initial election, the election applies to every municipal corporation in which the taxpayer conducts business. The taxpayer shall not be

required to file a net profit return with a municipal corporation solely because a qualifying remote employee's or owner's qualifying remote work location is located in such municipal corporation.

Nothing in this division prohibits a taxpayer from making a new election under this division after properly revoking a prior election.

(3) For the purpose of calculating the ratios described in division (F)(1) of this section, all of the following apply to a taxpayer that has made the election described in division (G)(2):

(a) For the purpose of division (F)(1)(a) of this section, the average original cost of any tangible personal property used by a qualifying remote employee or owner at that individual's qualifying remote work location shall be situated to that individual's qualifying reporting location.

(b) For the purpose of division (F)(1)(b) of this section, any wages, salaries, and other compensation paid during the taxable period to a qualifying remote employee or owner for services performed at that individual's qualifying remote work location shall be situated to that individual's qualifying reporting location.

(c) For the purpose of division (F)(1)(c) of this section, and notwithstanding division (F)(4) of this section, any gross receipts of the business or profession from services performed during the taxable period by a qualifying remote employee or owner for services performed at that individual's qualifying remote work location shall be situated to that individual's qualifying reporting location.

(4) Nothing in this division prevents a taxpayer from requesting, or a tax administrator from requiring, that the taxpayer use, with respect to all or a portion of the income of the taxpayer, an alternative apportionment method as described in division (F)(2) of this section. However, a tax administrator shall not require an alternative apportionment method in such a manner that it would require a taxpayer to file a net profit return with a municipal corporation solely because a qualifying remote employee's or owner's qualifying remote work location is located in that municipal corporation.

(5) Except as otherwise provided in this division, nothing in this division is intended to affect the withholding of taxes on qualifying wages pursuant to Section 185.04 of this Chapter."

Section 3. Section 185.04 of the Codified Ordinances of the City of Huron, Ohio, as established by Ordinance No. Ordinance No. 2015-30, passed November 10, 2015, is hereby further amended to read as follows:

"185.04 COLLECTION AT SOURCE.

Withholding provisions.

(A) Each employer, agent of an employer, or other payer located or doing business in the Municipality shall withhold an income tax from the qualifying wages earned and/or received by each employee in the Municipality. Except for qualifying wages for which withholding is not required under Section 185.03 or division (B)(4) or (6) of this Section, the tax shall be withheld at the rate, specified in Section 185.03 of this Chapter, of one and seventy-five one-hundredths percent (1.75%). An employer, agent of an employer, or other payer shall deduct and withhold the tax from qualifying wages on the date that the employer, agent, or other payer directly, indirectly, or constructively pays the qualifying wages to, or credits the qualifying wages to the benefit of, the employee.

(B) (1) Except as provided in division (B)(2) of this Section, an employer, agent of an employer, or other payer shall remit to the Tax Administrator of the Municipality the greater of the income taxes deducted and withheld or the income taxes required to be deducted and withheld by the employer, agent, or other payer according to the following schedule:

(a) Taxes required to be deducted and withheld shall be remitted monthly to the Tax Administrator if the total taxes deducted and withheld or required to be deducted and withheld by the employer, agent, or other payer on behalf of the Municipality in the preceding calendar year exceeded \$2,399, or if the total amount of taxes deducted and withheld or required to be deducted and withheld on behalf of the Municipality in any month of the preceding calendar quarter exceeded \$200.

Payment under division (B)(1)(a) of this Section shall be made so that the payment is received by the Tax Administrator not later than 15 days after the last day of each month for which the tax was withheld.

(b) Any employer, agent of an employer, or other payer not required to make payments under division (B)(1)(a) of this Section of taxes required to be deducted and withheld shall make quarterly payments to the Tax Administrator not later than the 15th day of the month following the end of each calendar quarter.

(c) Notwithstanding the provisions of (B)(1)(a) and (b) of this Section, taxes required to be deducted and withheld shall be remitted semimonthly to the Tax Administrator if the total taxes deducted and withheld or required to be deducted and withheld on behalf of the Municipality in the preceding calendar year exceeded \$11,999, or if in any month of the preceding calendar year exceeded \$1,000. Payment under division (B)(1)(c) of this Section shall be made so that the payment is received by the Tax Administrator not later than one of the following: (i) if the taxes were deducted and withheld or required to be deducted and withheld during the first fifteen days of a month, the third banking day after the fifteenth day of that month; or (ii) if the taxes were deducted and withheld or required to be deducted and withheld after the fifteenth day of a month and before the first day of the immediately following month, the third banking day after the last day of the month.

(2) If the employer, agent of an employer, or other payer is required to make payments electronically for the purpose of paying federal taxes withheld on payments to employees under Section 6302 of the Internal Revenue Code, 26 C.F.R. 31.6302-1, or any other federal statute or regulation, the payment shall be made by electronic funds transfer to the Tax Administrator of all taxes deducted and withheld on behalf of the Municipality. The payment of tax by electronic funds transfer under this division does not affect an employer's, agent's, or other payer's obligation to file any return as required under this Section.

(3) An employer, agent of an employer, or other payer shall make and file a return showing the amount of tax withheld by the employer, agent, or other payer from the qualifying wages of each employee and remitted to the Tax Administrator. A return filed by an employer, agent, or other payer under this division shall be accepted by the Tax Administrator and the Municipality as the return required of a non-resident employee whose sole income subject to the tax under this Chapter is the qualifying wages reported by the employee's employer, agent of an employer, or other payer.

(4) An employer, agent of an employer, or other payer is not required to withhold the Municipality's income tax with respect to an individual's disqualifying disposition of an incentive stock option if, at the time of the disqualifying disposition, the individual is not an employee of either the corporation with respect to whose stock the option has been issued or of such corporation's successor entity.

(5) (a) An employee is not relieved from liability for a tax by the failure of the employer, agent of an employer, or other payer to withhold the tax as required under this Chapter or by the employer's, agent's, or other payer's exemption from the requirement to withhold the tax.

(b) The failure of an employer, agent of an employer, or other payer to remit to the Municipality the tax withheld relieves the employee from liability for that tax unless the employee colluded with the employer, agent, or other payer in connection with the failure to remit the tax withheld.

(6) Compensation deferred before June 26, 2003, is not subject to the income tax or income tax withholding requirement imposed by this Chapter to the extent the deferred compensation does not constitute qualifying wages at the time the deferred compensation is paid or distributed.

(7) Each employer, agent of an employer, or other payer required to withhold taxes is liable for the payment of that amount required to be withheld, whether or not such taxes have been withheld, and such amount shall be deemed to be held in trust for the Municipality until such time as the withheld amount is remitted to the Tax Administrator.

(8) On or before the last day of February of each year, an employer shall file a withholding reconciliation return with the Tax Administrator listing:

(a) The names, addresses, and social security numbers of all employees from whose qualifying wages the tax levied by this Chapter was withheld or should have been withheld during the preceding calendar year;

(b) The amount of tax withheld, if any, from each such employee, the total amount of qualifying wages paid to such employee during the preceding calendar year;

(c) The name of every other municipal corporation for which tax was withheld or should have been withheld from such employee during the preceding calendar year;

(d) Any other information required for federal income tax reporting purposes on Internal Revenue Service form W-2 or its equivalent form with respect to such employee;

(e) Other information as may be required by the Tax Administrator.

(9) The officer or the employee of the employer, agent of an employer, or other payer with control or direct supervision of or charged with the responsibility for withholding the tax or filing the reports and making payments as required by this Section, shall be personally liable for a failure to file a report or pay the tax due as required by this Section. The dissolution of an employer, agent of an employer, or other payer does not discharge the officer's or employee's liability for a failure of the employer, agent of an employer, or other payer to file returns or pay any tax due.

(10) An employer is required to deduct and withhold the Municipality's income tax on tips and gratuities received by the employer's employees and constituting qualifying wages, but only to the extent that the tips and gratuities are under the employer's control. For the purposes of this division, a tip or gratuity is under the employer's control if the tip or gratuity is paid by the customer to the employer for subsequent remittance to the employee, or if the customer pays the tip or gratuity by credit card, debit card, or other electronic means.

(11) The Tax Administrator shall consider any tax withheld by an employer at the request of an employee, when such tax is not otherwise required to be withheld by this Chapter, to be tax required to be withheld and remitted for the purposes of this Section.

Occasional Entrant - Withholding.

(C) (1) As used in this division:

(a) "Employer" includes a person that is a related member to or of an employer.

(b) "Fixed location" means a permanent place of doing business in this state, such as an office, warehouse, storefront, or similar location owned or controlled by an employer.

(c) "Principal place of work" means the fixed location to which an employee is required to report for employment duties on a regular and ordinary basis. If the employee is not required to report for employment duties on a regular and ordinary basis to a fixed location, "principal place of work" means the worksite location in this state to which the employee is required to report for employment duties on a regular and ordinary basis. If the employee is not required to report for employment duties on a regular and ordinary basis to a fixed location or worksite location, "principal place of work" means the location in this state at which the employee spends the greatest number of days in a calendar year performing services for or on behalf of the employee's employer.

If there is not a single municipal corporation in which the employee spent the "greatest number of days in a calendar year" performing services for or on behalf of the employer, but instead there are two or more municipal corporations in which the employee spent an identical number of days that is greater than the number of days the employee spent in any other municipal corporation, the employer shall allocate any of the employee's qualifying wages subject to division (C)(2)(a)(i) of this Section among those two or more municipal corporations. The allocation shall be made using any fair and reasonable method, including, but not limited to, an equal allocation among such municipal corporations or an allocation based upon the time spent or sales made by the employee in each such municipal corporation. A municipal corporation to which qualifying wages are allocated under this division shall be the employee's "principal place of work" with respect to those qualifying wages for the purposes of this Section.

For the purposes of this division, the location at which an employee spends a particular day shall be determined in accordance with division (C)(2)(b) of this Section, except that "location" shall be substituted for "municipal corporation" wherever "municipal corporation" appears in that division.

(d) "Professional athlete" means an athlete who performs services in a professional athletic event for wages or other remuneration.

(e) "Professional entertainer" means a person who performs services in the professional performing arts for wages or other remuneration on a per-event basis.

(f) "Public figure" means a person of prominence who performs services at discrete events, such as speeches, public appearances, or similar events, for wages or other remuneration on a per-event basis.

(g) "Worksite location" means a construction site or other temporary worksite in this state at which the employer provides services for more than 20 days during the calendar year. "Worksite location" does not include the home of an employee.

(2) (a) Subject to divisions (C)(3), (5), (6), and (7) of this Section, an employer is not required to withhold the Municipality's income tax on qualifying wages paid to an employee for the performance of personal services in the Municipality if the employee performed such services in the Municipality on 20 or fewer days in a calendar year, unless one of the following conditions applies:

(i) The employee's principal place of work is located in the Municipality.

(ii) The employee performed services at one or more presumed worksite locations in the Municipality. For the purposes of this division, "presumed worksite location" means a

construction site or other temporary worksite in the Municipality at which the employer provides or provided services that can reasonably be, or would have been, expected by the employer to last more than 20 days in a calendar year. Services can "reasonably be expected by the employer to last more than 20 days" if either of the following applies at the time the services commence:

(a) The nature of the services is such that it will require more than 20 days of the services to complete the services;

(b) The agreement between the employer and its customer to perform services at a location requires the employer to perform the services at the location for more than 20 days.

(iii) The employee is a resident of the Municipality and has requested that the employer withhold tax from the employee's qualifying wages as provided in Section 185.04.

(iv) The employee is a professional athlete, professional entertainer, or public figure, and the qualifying wages are paid for the performance of services in the employee's capacity as a professional athlete, professional entertainer, or public figure.

(b) For the purposes of division (C)(2)(a) of this Section, an employee shall be considered to have spent a day performing services in the Municipality only if the employee spent more time performing services for or on behalf of the employer in the Municipality than in any other municipal corporation on that day. For the purposes of determining the amount of time an employee spent in a particular location, the time spent performing one or more of the following activities shall be considered to have been spent at the employee's principal place of work:

(i) Traveling to the location at which the employee will first perform services for the employer for the day;

(ii) Traveling from a location at which the employee was performing services for the employer to any other location;

(iii) Traveling from any location to another location in order to pick up or load, for the purpose of transportation or delivery, property that has been purchased, sold, assembled, fabricated, repaired, refurbished, processed, remanufactured, or improved by the employee's employer;

(iv) Transporting or delivering property described in division (C)(2)(b)(iii) of this Section, provided that, upon delivery of the property, the employee does not temporarily or permanently affix the property to real estate owned, used, or controlled by a person other than the employee's employer;

(v) Traveling from the location at which the employee makes the employee's final delivery or pick-up for the day to either the employee's principal place of work or a location at which the employee will not perform services for the employer.

(3) If the principal place of work of an employee is located in another Ohio municipal corporation that imposes an income tax, the exception from withholding requirements described in division (C)(2)(a) of this Section shall apply only if, with respect to the employee's qualifying wages described in that division, the employer withholds and remits tax on such qualifying wages to that municipal corporation.

(4) (a) Except as provided in division (C)(4)(b) of this Section, if, during a calendar year, the number of days an employee spends performing personal services in the Municipality exceeds the 20-day threshold, the employer shall withhold and remit tax to the Municipality for any subsequent

days in that calendar year on which the employer pays qualifying wages to the employee for personal services performed in the Municipality.

(b) An employer required to begin withholding tax for the Municipality under division (C)(4)(a) of this Section may elect to withhold tax for the Municipality for the first 20 days on which the employer paid qualifying wages to the employee for personal services performed in the Municipality.

(5) If an employer's fixed location is in the Municipality and the employer qualifies as a small employer as defined in Section 185.02, the employer shall withhold the income tax imposed under this Chapter on all of the employee's qualifying wages for a taxable year and remit that tax only to the Municipality, regardless of the number of days which the employee worked outside the corporate boundaries of the Municipality.

To determine whether an employer qualifies as a small employer for a taxable year, the employer will be required to provide the Tax Administrator with the employer's federal income tax return for the preceding taxable year.

(6) Divisions (C)(2)(a) and (4) of this Section shall not apply to the extent that the Tax Administrator and an employer enter into an agreement regarding the manner in which the employer shall comply with the requirements of Section 185.04."

Section 4. Section 185.06 of the Codified Ordinances of the City of Huron, Ohio, as established by Ordinance No. Ordinance No. 2015-30, passed November 10, 2015, is hereby further amended to read as follows:

"185.06 CREDIT FOR TAX PAID TO OTHER MUNICIPALITIES.

(A) Every individual taxpayer domiciled in the City who is required to and does pay, or has acknowledged liability for, a municipal tax to another municipality on or measured by the same income, qualifying wages, commissions, net profits or other compensation taxable under this chapter may claim a non-refundable credit upon satisfactory evidence of the tax paid to the other municipality. Subject to division (c) of this section, the credit shall not exceed the tax due the City under this chapter. If the tax rate of the other municipality is less than one and seventy-five one-hundredths percent (1.75%), the credit shall be limited to the tax due at the lower rate.

(B) The City shall grant a credit against its tax on income to a resident of the City who works in a joint economic development zone created under Ohio R.C. 715.691 or a joint economic development district created under Ohio R.C. 715.70, 715.71, or 715.72 to the same extent that it grants a credit against its tax on income to its residents who are employed in another municipal corporation.

(C) If the amount of tax withheld or paid to the other municipality is less than the amount of tax required to be withheld or paid to the other municipality, then for purposes of division (a) of this section, "the income, qualifying wages, commissions, net profits or other compensation" subject to tax in the other municipality shall be limited to the amount computed by dividing the tax withheld or paid to the other municipality by the tax rate for that municipality."

Section 5. Effective January 1, 2025, Sections 185.01, 185.03, 185.04 and 185.06 of the Codified Ordinances of the City of Huron, Ohio, as they have heretofore existed, are hereby repealed. Provided, however, that no provision of this ordinance, including the repeal of Sections 185.01, 185.03, 185.04 and 185.06 of the Codified Ordinances of the City of Huron, Ohio, as they have heretofore existed, shall in any way affect any rights or obligations of the City, any taxpayer, or any other person, official or

entity, with respect to the one percent municipal income tax assessed by Chapter 185 of the Codified Ordinances of the City of Huron, Ohio, as it has heretofore existed and shall remain in effect until January 1, 2025.

Section 6. The Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this ordinance were taken, and all deliberations of this Council and of any of its committees that resulted in such formal action were held, in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 7. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of this City, and for the further reason that this ordinance is required to be immediately effective in order to enable the City to timely commence collection of the City's income tax at the increased rate provided for in this ordinance commencing January 1, 2025 and thereby to provide services and permanent improvements critical to the safety and well-being of the residents of the City; wherefore, this ordinance shall be in full force and effect immediately upon its passage.

Passed: _____, 2024

Mayor

Attest: _____
Clerk of Council



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2024-31 (**third and final reading**) (*submitted by Stuart Hamilton*)
DATE: August 13, 2024

Subject Matter/Background

Ordinance No. 2024-31 is in front of Council for the first of three readings. This ordinance will allow the City to certify the garbage rates to be charged to residents for garbage, yard waste, recycling, and bulk pick-up to the Erie County Auditor. The County will then include the amount on the tax duplicate per eligible parcel (all residential units as defined in the Republic Services contract) for 2025.

In 2024, Council adopted Ordinance No. 2023-19 to set residential garbage rates and to certify them to the Erie County Auditor for collection on property tax bills for the current year. Council is set the rate in July of each for the following year. The monthly rate for 2025 will be \$25.30 (\$303.55 annualized), to be collected in bi-annually.

There have been no changes made to this legislation since its first reading on July 9, 2024.

Financial Review

The City is currently charging \$24.82 a month (\$297.84 annualized) through December 31, 2024. If this legislation is approved on third reading, the new rate charged to residents of \$25.30 a month (\$303.55 annualized - 1.92% increase) per eligible residential unit for 2025 will be included on the property tax bill (billed semi-annually). The City will not charge additional administrative fees.

While this legislation reflects only a 1.92% increase, the actual increase to the City in the current Republic Services Contract is 5%. The reason for the difference relates to savings on fuel recovery costs negotiated by the City in this contract.

Legal Review

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

Recommendation

If Council is in agreement with the same, a motion placing Ordinance No. 2024-31 on its third and final reading is in order.

[Ordinance No. 2024-31 EMERGENCY Assessment of Trash Rates to Auditor \(3\).docx](#)

ORDINANCE NO. 2024-31
Introduced by Joel Hagy

AN ORDINANCE ESTABLISHING THE RATE TO BE PAID BY RESIDENTIAL PROPERTY OWNERS FOR THE PERIOD OF JANUARY 2025 THROUGH DECEMBER 2025 FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL; AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE TO CERTIFY THE COSTS OF SAME TO THE ERIE COUNTY AUDITOR FOR PLACEMENT ON THE TAX DUPLICATE FOR COLLECTION WITH OTHER CITY TAXES IN 2025; AND DECLARING AN EMERGENCY

WHEREAS, the Huron City Council adopted Ordinance No. 2023-15 on June 27, 2023 enacting new Codified Ordinance 931.04 (Rates for Collection and Disposal), for the collection method for solid waste collection fees by certification of the amounts due for same onto the residential real property tax duplicate for collection by the County Auditor on an annual basis, and

WHEREAS, pursuant to Huron Codified Ordinance Section 931.04, Council seeks to assess the costs of solid waste collection and disposal within the City by certifying said amounts to the County Auditor for collection in 2025; and

WHEREAS, annually, Council is to set the rate to be paid for solid waste collection and disposal pursuant to Codified Ordinance Section 931.04.

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

SECTION 1. For the period of January 2025 through December 2025 each dwelling unit shall be charged the amount of \$303.55 per dwelling unit (\$25.30 per month) for solid waste collection and disposal;

SECTION 2. The Director of Finance is hereby authorized and directed to certify to the County Auditor for each dwelling unit within the City of Huron as determined in the solid waste collection and disposal contract with Republic Services, the assessment shown therein, to be collected in 2025, and the same is hereby ratified and affirmed;

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents, and to ensure the sound fiscal administration of the City of Huron; WHEREFORE, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Doug Steinwart , Operations Manager
RE: Motion
DATE: August 13, 2024

Recommendation

[Boards_Committees_Application_2024_fillable_7.pdf](#)



Boards & Commissions Volunteer Application

Thank you for your interest in serving the City of Huron through a Board or Commission. We have various Boards and Commissions that may be of interest. Please note, many Boards and Commissions require a specific skill set or qualifications. A full listing of our boards and committees is on the back side of this application.

Please fill out the requested information below. Your application will then be forwarded to the Huron City Council for their approval when a vacancy occurs.

Name: _____

How long have you been a city resident?: _____

Address: _____

Phone: _____ Email: _____

Place of Employment/Occupation: _____

City of Huron Boards and Commissions

(Please check all that are of interest)

Charter Review Commission
Planning Commission
Huron Joint Port Authority
Income Tax Board of Review
City Council Finance Committee
Tax Incentive Review Committee

Board of Building and Zoning
Huron Joint Recreation District
Records Commission
Erie County Board of Health
Utilities Committee

Please list any specific education/experience/credentials that you have which would benefit the board/commission you are interested in applying for:

Please return this application via email to terri.welkener@huronohio.us,
or mail the application to:
City of Huron
ATTN: Clerk of Council
417 Main St., Huron, OH 44839



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2024-38 (*submitted by Stuart Hamilton*)
DATE: August 13, 2024

Subject Matter/Background

The Safety Committee met on August 7, 2024 to discuss removal of the existing 3-way blinking traffic light located at the intersection of Mudbrook Road (Route 13) and Riverside Drive. The Committee unanimously recommended that this traffic signal is unnecessary and should be removed. Copies of the DRAFT minutes from the August 7, 2024 meeting of the Safety Committee are attached hereto as Exhibit 1.

Financial Review

There should be no cost impact for this legislation.

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. 2024-38 as an emergency measure is in order.

[8-7-24 Safety Committee Minutes DRAFT.docx](#)

[Ordinance No. 2024-38 Traffic Control Map and File - Remove Flashing Light at Mudbrook and Riverside.docx](#)

THE CITY OF HURON, OHIO
Huron Safety Committee
Meeting Minutes
August 7, 2024 – 3:30pm

A meeting of the Council Safety Committee was called to order by Monty Tapp on Wednesday, August 7, 2024 at 3:35pm at Huron City Hall. Committee members in attendance: Monty Tapp, Sam Artino and William Biddlecombe.

Staff in attendance: Police Chief Terry Graham, Captain Mike Hohler and Executive Administrative Assistant /Clerk of Council Terri Welkener.

Old Business

None.

New Business

Resident Request to Make No Turn on Red Effective 24/7 as Opposed to During School Days/ Hours as Currently Posted Due to Safety Concerns Relating to Cars Pulling Into the Crosswalk to Make the Right Turn at US-6 and Main Street.

Mayor Tapp acknowledged Mike Riggle's attendance at the work session and asked him if he wanted to comment.

Mr. Riggle said:

I wish motorists would learn how to stop at every intersection without pulling into those crosswalks. He would really love to see the policeman right there seeing somebody turn right on red.

Mayor Tapp said he understands the situation, and wishes we could have police at every intersection, but we can't. Chief Graham provided some historical data on the current sign. There used to be houses on Huron Street and the Auxiliary Gym was not there. Back when those houses were there, St. Peter's used to have outdoor recess on the parking lot on Main Street. That sign was put in that location (that's the only sign in the entire city prohibiting a right turn on red) with the theory of potentially making a safer turn there because of recess out there. There used to be a day when the Street Department would remove the sign at the end of the school year and put the sign back up at the start of the school year. For the last (approximate) 10 years, it has been up year-round, and it says, "No turn on red 8am-4pm school days only." He has questions because this causes confusion to people because they may not know when school is in session and when it isn't. Most schools are done by 3pm. Why do we still need it from 3-4pm? Why was it 8am-4pm, and why didn't it just say school hours on school days. This creates confusion, especially with our transient and out-of-town people of when school is in session, when was it cancelled because of a water main break... how would anyone know? Recess is no longer held in that parking lot anymore. It is held on the north side of the The Rock Annex Building. The parking lot is now occupied by cars. He doesn't think they need the restriction at all. Why are we saying that intersection is any more dangerous than kitty-corner from that? Why isn't there a restriction on all four corners, and why isn't it done at every intersection in the city? Cars pull up, they come to a legal stop, but not everybody obeys the law. They try to enforce that every time they can. People shouldn't come to a stop within the crosswalk. There is a stop line there. People should be able to come up there and safely make a right turn on red. His suggestion is to get rid of it altogether since they are talking about it.

Mayor Tapp commented that he is not sure why that sign is still there now, but it did make sense when recess was held in the parking lot. From what he understands, that is only sign like that in Huron. Chief Graham confirmed that it is the only “No Right Turn on Red” restriction in the City. Mayor Tapp added that at every other intersection with a legal stop you can turn right on red. In defense of walkers and bicyclers, he told Mr. Riggle that he understands his position and wishes the City had enough police officers that they could watch every intersection, but that is not feasible. Some people obey the law, and some don’t. Sometimes when he is driving, is that sometimes the bicyclers are going out in the crosswalk before they look, too. It’s a double-edged sword – bicyclers have the same laws to abide by. He agrees with Chief Graham that the sign should be gotten rid of altogether. It should be a right turn on red after a legal stop.

Mr. Biddlecombe said he posted the agenda on his Council Facebook page, and overwhelmingly, the comments were against making it a no right turn on red all the time. Just looking at that, and also hearing from Chief Graham... he was going to push to just keep it the way it is, but looking at the Chief’s viewpoint, he would agree that it probably not warranted anymore. Mayor Tapp agreed, saying it makes no sense as it is the only place in Huron that doesn’t allow a turn on red during certain hours – why only at that one corner?

Mr. Artino agreed, saying he doesn’t know why it’s there anymore, either. It was there because of the kids. What they can do if they remove it, is plaster that all over our Facebook page and everything else. At the same time, we could maybe give some warning that the police will be keeping a close eye on that intersection and enforcing any violations. Mayor Tapp thinks people just aren’t aware that they are supposed to stop for the crosswalks near Berlin Road when the lights are going. Chief Graham agreed and said the Mayor’s comments about bicycles brings up a whole other host of issues. There was a time when bicycles in that area weren’t allowed on the sidewalk because that was a business district, and then they had the fatal accident in 1996 at US 6 and Huron Street that changed all of that. Bicycles aren’t even supposed to be in the crosswalk. Bicycles are vehicles and are supposed to follow the rules of the road. Crosswalks are exclusively for pedestrians. The proper way for a bicycle to cross is they have to get off their bike and walk it across the crosswalk. Once the bicyclist brings their feet up onto the pedals, they have now declared themselves a vehicle and vehicles are excluded from being in the crosswalk. We see how often people do that and they do, verbally, stop people and tell them they are not supposed to do that... or they are going across the bridge against traffic in the bike lane. They are not supposed to do that. If you are on one side of Cleveland Rd. W. and you want to go to another place on the same side, why would you go across traffic to have to come back across? They try to educate with proper pedestrian safety and bicycle safety. It is a tough sell. Now we have golf carts in the bike lanes, and they are also working on that educational component. If they could get everyone to follow the law, it would be great. What they will do if the Safety Committee does recommend removal of that sign, is they have a program in their RMS System called Community Watch, which alerts all of them that they have to do some stationary patrols in that area. They can sit at BP, the bank or the Donut Shop to monitor that intersection. BP would probably be better because you could be more in line with the stop line to make sure people are coming to a complete stop before the stop line.

Motion by Mr. Artino that they remove the sign completely and use this as an opportunity to help educate motorists and pedestrians. The motion by second by Mr. Biddlecombe.

Chief Graham asked Mr. Hamilton if they would have to do a journal entry and update the traffic map. Mr. Hamilton answered, yes.

Member of the Safety Committee voted on the motion as follows:

YEAS: Tapp, Artino, Biddlecombe (3)
NAYS: None (0)

There being more than a majority in favor, the motion passed, and a recommendation will be made to Council for complete review of the no turn on red sign at the intersection of US 6 and Main Street.

Discussion Regarding the Removal of 3-Way Flashing Light at the Intersection of Mudbrook Road (Route 13) and Riverside Drive, and Installation of Two Additional Signs to Make the Intersection Safer

Mr. Hamilton explained that as we come into town, we have that one-off, random 3-way flashing amber light. It's one of those lights that has always been there. No one knows why, for sure. It is not used, it is within a 35mph zone, and there are not other flashing yellow lights at any other intersections in town. They consistently must repair the signal box and replace the lightbulbs on these lights to keep them functional. They have verified with ODOT that they would quite happily see them disappear, as they find them confusing. The Street Department and staff are requesting the removal of these flashing lights. Further down, they will be putting in two new high-visibility crosswalks at Forest Hills and Valley View. They are already at 35mph at this point, perhaps it used to be 55mph at some point? Staff is requesting that we update the traffic book and remove these lights. Mr. Biddlecombe thought that the light was there because there wasn't even a stop sign at Riverside at one point. Chief Graham added that they haven't had a crash at that intersection in decades – he can't even remember the last one. He thinks the light does nothing and asked about the double signs. Mr. Hamilton explained that the signs referenced relate to the crosswalks at Valley View and Forest Hills. Chief Graham said they are totally fine with removing the light. They used to have a blinking light at Williams and Cleveland Rd. W., and they ended up removing it, because it was flashing for the stop signs and was yellow for the through traffic. They don't need it and he mentioned to one of the other officers what we were going to talk about at this meeting, and he said he didn't even know the light was there. No one notices it. He would support removing the light altogether.

Motion by Mr. Biddlecombe to remove the 3-way flashing light at the intersection of Mudbrook Road (Route 13) and Riverside Drive.

Members of the Committee voted as follows:

YEAS: Biddlecombe, Artino, Tapp (3)

NAYS: None (0)

There being more than a majority in favor, the motion passed.

Mayor Tapp asked if there was anything new to discuss. Mr. Biddlecombe brought up the request he got from a resident about how traffic coming in from the lake side of Williams to Cleveland Road West thinks it's a 4-way stop and will pull out, and they thought maybe having a "Cross Traffic Does Not Stop" on those stop signs would be helpful. One thing he noticed is that people seem to get confused at that intersection. Chief Graham said he would argue why would they put those there and not at Center and Ohio, as well. He thinks Ohio Street is a more dangerous intersection because they took out a traffic light there. He would recommend that if they think it is prudent to put one there, that they put them on all three. Mr. Biddlecombe said he would agree with that and thinks that would be helpful. The request was made because they see a lot more out-of-state plates coming from the water, and there have been, in their opinion, a lot of near misses. Chief Graham took pictures for Mr. Hamilton when this was first brought up at Council. He thinks the intersection at Cleveland Rd. W. and Williams Street is the most unobscured intersection. Of the three, they have more accidents at Cleveland Rd. W. and Center Street because there are a lot of trees in the boulevard. School time is a mess in there, but of the three, Williams and Cleveland Rd. W. is by far the safest of the three, and safest as qualified by number of accidents. If they think those signs are prudent for Cleveland Rd. W./Williams, he recommends doing them at the Cleveland Rd. W./Center Street and Cleveland Rd. W./Ohio Street, as well. Mr. Hamilton added that from a Streets point of view, any time they

make an intersection that is the same as 50 other intersections in town different, he believes it causes confusion. If you get used to seeing signs that say, "Cross Traffic Does Not Stop," when you don't see one, do they start presuming they are 4-way stops. He thinks it adds a layer of confusion. Chief Graham agreed with Mr. Hamilton, saying our most dangerous intersection was at US 6 and Williams Street when they took the Yield signs out and put Stop signs in. They had over 40 crashes in 3 years, and they haven't had one since they put the Stop signs in. They didn't put Cross Traffic Does Not Stop, and that was, by far, the City's most dangerous intersection. He agreed with Mr. Hamilton, but if the decision is made to add the Cross Traffic Does Not Stop signs, they should be on all three. He would recommend leaving it as is because they didn't do that at their most dangerous intersection. Mr. Artino said they haven't had any issues at that intersection, which was confirmed by Chief Graham. The people that it was really difficult for was the local residents, because they were so used to a running start going through there. Mayor Tapp says he still sees some people treating the Stop sign as a Yield sign. Chief Graham said they have stopped some cars them, and educated people on it, but it's the crashes that have stopped. Is that going to maintain forever? No, but it has astronomically/unbelievably reduced the number of crashes at that intersection. Anybody coming northbound not stopping there is nuts because of the Mesenberg building there; you have to come to a stop to safely clear going out there.

Mayor Tapp agreed that you do have to pull up at some intersections to be able to see. Chief Graham added that they didn't put in a "Crossing Traffic Does Not Stop" after the fatal accident at US 6 and Huron Street. Mayor Tapp agreed that it may be confusing if they add the signs to a few but don't do it at the other 10. Mr. Biddlecombe said it makes sense and he thinks part of the issues is because it is now a stop at Main Street, there is such a short area there, people put their signal on in preparation to turn onto Main Street, but they are still within the area of Williams Street, so people on Williams Street think they are going to turn, and they don't. Chief Graham said to remember that a turn signal does not alleviate your responsibility to yield from a stop sign. The stop sign law says you shall yield to all traffic, both legal and illegal. Everyone know, especially when pulling out of Commerce Plaza, that you don't trust the turn signal. You wait until they turn or have gone by.

Mayor Tapp asked if anyone had anything else to discuss.

Chief Graham said that when the journal entry goes through to remove the no turn on red sign, that's when he will put the Community Watch on there to verify that people are stopping at the stop line. Mr. Biddlecombe asked if Council must pass legislation, which was confirmed by Mr. Hamilton.

Motion by Mr. Biddlecombe to adjourn the meeting. All in favor.

The Safety Committee meeting was adjourned at 3:58pm

Adopted: _____

Terri S. Welkener

ORDINANCE NO. 2024-38
Introduced by William Biddlecombe

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 305.01, TRAFFIC CONTROL MAP, AND CODIFIED ORDINANCE SECTION 305.02, TRAFFIC CONTROL FILE, REGARDING REMOVAL OF THE 3-WAY FLASHING TRAFFIC LIGHT AT THE INTERSECTION OF MUDBROOK ROAD (ROUTE 13) AND RIVERSIDE DRIVE WITHIN THE CITY OF HURON, OHIO; AND DECLARING AN EMERGENCY

WHEREAS, on August 7, 2024, the Safety Committee made a recommendation to Council to remove the 3-way flashing traffic light at the intersection of Mudbrook Road (Route 13) and Riverside Drive within the City of Huron, Ohio.

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

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

Removal of the 3-way flashing traffic light at the intersection of Mudbrook Road (Route 13) and Riverside Drive.

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

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

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

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 for the further reason that, in order to effectively control traffic within the municipality, it is imperative this Ordinance be effective immediately; WHEREFORE, this Ordinance shall be in full force and effect from and immediately after its adoption and upon posting of the authorized traffic control signals and devices to regulate, warn or guide traffic in accordance with the provisions of this Ordinance.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2024-39 (*submitted by Stuart Hamilton*)
DATE: August 13, 2024

Subject Matter/Background

The Safety Committee met on August 7, 2024 to discuss removal of the existing time and date restrictions for right turns on red at the northeast corner of US 6 and Main Street. This matter was brought up by a citizen who was concerned with cars blocking the crosswalk to turn right on red, and asked for a total ban of right turns on red at that corner.

Chief Graham explained to the Committee that the date and time restrictions are confusing, especially to visitors, and that the reason for the ban no longer exists (the parking lot at St. Peter's School is no longer used for recess). Members of the Safety Committee unanimously agreed with Chief Graham and is making a recommendation to Council for removal of the existing signage, which would result in right turns on red being allowed at that intersection at all times. A copy of the DRAFT minutes from the August 7, 2024 meeting of the Safety Committee are attached hereto as Exhibit 1.

Financial Review

No cost for this legislation.

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. 2024-39 as an emergency measure is in order.

[8-7-24 Safety Committee Minutes DRAFT.docx](#)

[Ordinance No. 2024-39 Traffic Control Map and File - Remove No Turn on Red Sign at US 6 and Main Street.docx](#)

THE CITY OF HURON, OHIO
Huron Safety Committee
Meeting Minutes
August 7, 2024 – 3:30pm

A meeting of the Council Safety Committee was called to order by Monty Tapp on Wednesday, August 7, 2024 at 3:35pm at Huron City Hall. Committee members in attendance: Monty Tapp, Sam Artino and William Biddlecombe.

Staff in attendance: Police Chief Terry Graham, Captain Mike Hohler and Executive Administrative Assistant /Clerk of Council Terri Welkener.

Old Business

None.

New Business

Resident Request to Make No Turn on Red Effective 24/7 as Opposed to During School Days/ Hours as Currently Posted Due to Safety Concerns Relating to Cars Pulling Into the Crosswalk to Make the Right Turn at US-6 and Main Street.

Mayor Tapp acknowledged Mike Riggle's attendance at the work session and asked him if he wanted to comment.

Mr. Riggle said:

I wish motorists would learn how to stop at every intersection without pulling into those crosswalks. He would really love to see the policeman right there seeing somebody turn right on red.

Mayor Tapp said he understands the situation, and wishes we could have police at every intersection, but we can't. Chief Graham provided some historical data on the current sign. There used to be houses on Huron Street and the Auxiliary Gym was not there. Back when those houses were there, St. Peter's used to have outdoor recess on the parking lot on Main Street. That sign was put in that location (that's the only sign in the entire city prohibiting a right turn on red) with the theory of potentially making a safer turn there because of recess out there. There used to be a day when the Street Department would remove the sign at the end of the school year and put the sign back up at the start of the school year. For the last (approximate) 10 years, it has been up year-round, and it says, "No turn on red 8am-4pm school days only." He has questions because this causes confusion to people because they may not know when school is in session and when it isn't. Most schools are done by 3pm. Why do we still need it from 3-4pm? Why was it 8am-4pm, and why didn't it just say school hours on school days. This creates confusion, especially with our transient and out-of-town people of when school is in session, when was it cancelled because of a water main break... how would anyone know? Recess is no longer held in that parking lot anymore. It is held on the north side of the The Rock Annex Building. The parking lot is now occupied by cars. He doesn't think they need the restriction at all. Why are we saying that intersection is any more dangerous than kitty-corner from that? Why isn't there a restriction on all four corners, and why isn't it done at every intersection in the city? Cars pull up, they come to a legal stop, but not everybody obeys the law. They try to enforce that every time they can. People shouldn't come to a stop within the crosswalk. There is a stop line there. People should be able to come up there and safely make a right turn on red. His suggestion is to get rid of it altogether since they are talking about it.

Mayor Tapp commented that he is not sure why that sign is still there now, but it did make sense when recess was held in the parking lot. From what he understands, that is only sign like that in Huron. Chief Graham confirmed that it is the only “No Right Turn on Red” restriction in the City. Mayor Tapp added that at every other intersection with a legal stop you can turn right on red. In defense of walkers and bicyclers, he told Mr. Riggle that he understands his position and wishes the City had enough police officers that they could watch every intersection, but that is not feasible. Some people obey the law, and some don’t. Sometimes when he is driving, is that sometimes the bicyclers are going out in the crosswalk before they look, too. It’s a double-edged sword – bicyclers have the same laws to abide by. He agrees with Chief Graham that the sign should be gotten rid of altogether. It should be a right turn on red after a legal stop.

Mr. Biddlecombe said he posted the agenda on his Council Facebook page, and overwhelmingly, the comments were against making it a no right turn on red all the time. Just looking at that, and also hearing from Chief Graham... he was going to push to just keep it the way it is, but looking at the Chief’s viewpoint, he would agree that it probably not warranted anymore. Mayor Tapp agreed, saying it makes no sense as it is the only place in Huron that doesn’t allow a turn on red during certain hours – why only at that one corner?

Mr. Artino agreed, saying he doesn’t know why it’s there anymore, either. It was there because of the kids. What they can do if they remove it, is plaster that all over our Facebook page and everything else. At the same time, we could maybe give some warning that the police will be keeping a close eye on that intersection and enforcing any violations. Mayor Tapp thinks people just aren’t aware that they are supposed to stop for the crosswalks near Berlin Road when the lights are going. Chief Graham agreed and said the Mayor’s comments about bicycles brings up a whole other host of issues. There was a time when bicycles in that area weren’t allowed on the sidewalk because that was a business district, and then they had the fatal accident in 1996 at US 6 and Huron Street that changed all of that. Bicycles aren’t even supposed to be in the crosswalk. Bicycles are vehicles and are supposed to follow the rules of the road. Crosswalks are exclusively for pedestrians. The proper way for a bicycle to cross is they have to get off their bike and walk it across the crosswalk. Once the bicyclist brings their feet up onto the pedals, they have now declared themselves a vehicle and vehicles are excluded from being in the crosswalk. We see how often people do that and they do, verbally, stop people and tell them they are not supposed to do that... or they are going across the bridge against traffic in the bike lane. They are not supposed to do that. If you are on one side of Cleveland Rd. W. and you want to go to another place on the same side, why would you go across traffic to have to come back across? They try to educate with proper pedestrian safety and bicycle safety. It is a tough sell. Now we have golf carts in the bike lanes, and they are also working on that educational component. If they could get everyone to follow the law, it would be great. What they will do if the Safety Committee does recommend removal of that sign, is they have a program in their RMS System called Community Watch, which alerts all of them that they have to do some stationary patrols in that area. They can sit at BP, the bank or the Donut Shop to monitor that intersection. BP would probably be better because you could be more in line with the stop line to make sure people are coming to a complete stop before the stop line.

Motion by Mr. Artino that they remove the sign completely and use this as an opportunity to help educate motorists and pedestrians. The motion by second by Mr. Biddlecombe.

Chief Graham asked Mr. Hamilton if they would have to do a journal entry and update the traffic map. Mr. Hamilton answered, yes.

Member of the Safety Committee voted on the motion as follows:

YEAS: Tapp, Artino, Biddlecombe (3)
NAYS: None (0)

There being more than a majority in favor, the motion passed, and a recommendation will be made to Council for complete review of the no turn on red sign at the intersection of US 6 and Main Street.

Discussion Regarding the Removal of 3-Way Flashing Light at the Intersection of Mudbrook Road (Route 13) and Riverside Drive, and Installation of Two Additional Signs to Make the Intersection Safer

Mr. Hamilton explained that as we come into town, we have that one-off, random 3-way flashing amber light. It's one of those lights that has always been there. No one knows why, for sure. It is not used, it is within a 35mph zone, and there are not other flashing yellow lights at any other intersections in town. They consistently must repair the signal box and replace the lightbulbs on these lights to keep them functional. They have verified with ODOT that they would quite happily see them disappear, as they find them confusing. The Street Department and staff are requesting the removal of these flashing lights. Further down, they will be putting in two new high-visibility crosswalks at Forest Hills and Valley View. They are already at 35mph at this point, perhaps it used to be 55mph at some point? Staff is requesting that we update the traffic book and remove these lights. Mr. Biddlecombe thought that the light was there because there wasn't even a stop sign at Riverside at one point. Chief Graham added that they haven't had a crash at that intersection in decades – he can't even remember the last one. He thinks the light does nothing and asked about the double signs. Mr. Hamilton explained that the signs referenced relate to the crosswalks at Valley View and Forest Hills. Chief Graham said they are totally fine with removing the light. They used to have a blinking light at Williams and Cleveland Rd. W., and they ended up removing it, because it was flashing for the stop signs and was yellow for the through traffic. They don't need it and he mentioned to one of the other officers what we were going to talk about at this meeting, and he said he didn't even know the light was there. No one notices it. He would support removing the light altogether.

Motion by Mr. Biddlecombe to remove the 3-way flashing light at the intersection of Mudbrook Road (Route 13) and Riverside Drive.

Members of the Committee voted as follows:

YEAS: Biddlecombe, Artino, Tapp (3)

NAYS: None (0)

There being more than a majority in favor, the motion passed.

Mayor Tapp asked if there was anything new to discuss. Mr. Biddlecombe brought up the request he got from a resident about how traffic coming in from the lake side of Williams to Cleveland Road West thinks it's a 4-way stop and will pull out, and they thought maybe having a "Cross Traffic Does Not Stop" on those stop signs would be helpful. One thing he noticed is that people seem to get confused at that intersection. Chief Graham said he would argue why would they put those there and not at Center and Ohio, as well. He thinks Ohio Street is a more dangerous intersection because they took out a traffic light there. He would recommend that if they think it is prudent to put one there, that they put them on all three. Mr. Biddlecombe said he would agree with that and thinks that would be helpful. The request was made because they see a lot more out-of-state plates coming from the water, and there have been, in their opinion, a lot of near misses. Chief Graham took pictures for Mr. Hamilton when this was first brought up at Council. He thinks the intersection at Cleveland Rd. W. and Williams Street is the most unobscured intersection. Of the three, they have more accidents at Cleveland Rd. W. and Center Street because there are a lot of trees in the boulevard. School time is a mess in there, but of the three, Williams and Cleveland Rd. W. is by far the safest of the three, and safest as qualified by number of accidents. If they think those signs are prudent for Cleveland Rd. W./Williams, he recommends doing them at the Cleveland Rd. W./Center Street and Cleveland Rd. W./Ohio Street, as well. Mr. Hamilton added that from a Streets point of view, any time they

make an intersection that is the same as 50 other intersections in town different, he believes it causes confusion. If you get used to seeing signs that say, "Cross Traffic Does Not Stop," when you don't see one, do they start presuming they are 4-way stops. He thinks it adds a layer of confusion. Chief Graham agreed with Mr. Hamilton, saying our most dangerous intersection was at US 6 and Williams Street when they took the Yield signs out and put Stop signs in. They had over 40 crashes in 3 years, and they haven't had one since they put the Stop signs in. They didn't put Cross Traffic Does Not Stop, and that was, by far, the City's most dangerous intersection. He agreed with Mr. Hamilton, but if the decision is made to add the Cross Traffic Does Not Stop signs, they should be on all three. He would recommend leaving it as is because they didn't do that at their most dangerous intersection. Mr. Artino said they haven't had any issues at that intersection, which was confirmed by Chief Graham. The people that it was really difficult for was the local residents, because they were so used to a running start going through there. Mayor Tapp says he still sees some people treating the Stop sign as a Yield sign. Chief Graham said they have stopped some cars them, and educated people on it, but it's the crashes that have stopped. Is that going to maintain forever? No, but it has astronomically/unbelievably reduced the number of crashes at that intersection. Anybody coming northbound not stopping there is nuts because of the Mesenberg building there; you have to come to a stop to safely clear going out there.

Mayor Tapp agreed that you do have to pull up at some intersections to be able to see. Chief Graham added that they didn't put in a "Crossing Traffic Does Not Stop" after the fatal accident at US 6 and Huron Street. Mayor Tapp agreed that it may be confusing if they add the signs to a few but don't do it at the other 10. Mr. Biddlecombe said it makes sense and he thinks part of the issues is because it is now a stop at Main Street, there is such a short area there, people put their signal on in preparation to turn onto Main Street, but they are still within the area of Williams Street, so people on Williams Street think they are going to turn, and they don't. Chief Graham said to remember that a turn signal does not alleviate your responsibility to yield from a stop sign. The stop sign law says you shall yield to all traffic, both legal and illegal. Everyone know, especially when pulling out of Commerce Plaza, that you don't trust the turn signal. You wait until they turn or have gone by.

Mayor Tapp asked if anyone had anything else to discuss.

Chief Graham said that when the journal entry goes through to remove the no turn on red sign, that's when he will put the Community Watch on there to verify that people are stopping at the stop line. Mr. Biddlecombe asked if Council must pass legislation, which was confirmed by Mr. Hamilton.

Motion by Mr. Biddlecombe to adjourn the meeting. All in favor.

The Safety Committee meeting was adjourned at 3:58pm

Adopted: _____

Terri S. Welkener

ORDINANCE NO. 2024-39
Introduced by Sam Artino

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 305.01, TRAFFIC CONTROL MAP, AND CODIFIED ORDINANCE SECTION 305.02, TRAFFIC CONTROL FILE, REGARDING REMOVAL OF SIGNAGE INDICATING TIME AND DATE RESTRICTIONS FOR RIGHT TURN ON RED AT THE NORTHEAST CORNER OF THE INTERSECTION OF US 6 AND MAIN STREET WITHIN THE CITY OF HURON, OHIO; AND DECLARING AN EMERGENCY

WHEREAS, on August 7, 2024, the Safety Committee made a recommendation to Council to remove the signage relating to date and time restrictions for right turns on red at the northeast corner of the intersection of US 6 and Main Street within the City of Huron, Ohio.

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

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

Removal of signage restricting dates and times for right turns at red at the northeast corner of the intersection of US 6 and Main Street within the City of Huron, Ohio.

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

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

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

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 for the further reason that, in order to effectively control traffic within the municipality, it is imperative this Ordinance be effective immediately; WHEREFORE, this Ordinance shall be in full force and effect from and immediately after its adoption and upon posting of the authorized traffic control signals and devices to regulate, warn or guide traffic in accordance with the provisions of this Ordinance.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 67-2024 (*submitted by Stuart Hamilton*)
DATE: August 13, 2024

Subject Matter/Background

This is a proposal for scheduled maintenance on the Load Tap Changer (LTC) on both transformers. The LTC is constantly in motion on these transformers, and it is critical that they are maintained in line with the manufacturer's guidance. As we establish a planned maintenance schedule to keep these investments in service for the longest possible period, you will see more service contracts coming before you.

This legislation is in the amount of 43,648.44.

Financial Review

This expense will be paid out of the Huron Public Power Operating account.

654-5100-53726: \$33,648.44

654-5100-53324: \$10,000.00

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. 67-2024 is in order.

[Resolution No. 67-2024 Reinhausen Manufacturing Inc. HPP LTC Inspection and Testing \\$43,648.44 \(1\).docx](#)
[Resolution No. 67-2024 Exh A Reinhausen Manufacturing Quote LTC Inspection and Testing.pdf](#)

RESOLUTION NO. 67-2024

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH REINHAUSEN MANUFACTURING, INC. FOR LOAD TAP CHANGERS (LTC) INSPECTION AND TESTING RELATING TO THE HURON PUBLIC POWER EXPANSION PROJECT IN THE AMOUNT OF FORTY-THREE THOUSAND SIX HUNDRED FORTY-EIGHT AND 44/100 DOLLARS (\$43,648.44).

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 Reinhausen Manufacturing, Inc. for Load Tap Changers (LTC) Inspection and Testing Services relating to the Huron Public Power Expansion Project in the amount of Forty-Three Thousand Six Hundred Forty-Eight and 44/100 Dollars (\$43,648.44), which proposal is attached hereto as Exhibit "A" and incorporated herein.

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: _____



Reinhausen Manufacturing Inc. / 2549 North 9th Avenue / Humboldt TN 38343

Engineer Process System Ltd.
205 Sprowl Road
Huron OH 44839

Offer

10002520-00

Contact person Email

Jeffrey Throckmorton
J.Throckmorton@us.reinhau-
sen.com

Phone

Your inquiry

Date of inquiry

Your reference

City of Huron, OH

05/29/2024

Huron, OH LTC inspection
and testing

Project

Huron, OH LTC inspection
and testing

Your Cust. No.

812135

Date

06/04/2024

Dear Ladies and Gentlemen,

We thank you for your above mentioned inquiry and offer - based on the conditions stated below - as specified on the following pages.

REINHAUSEN MANUFACTURING (RM) proposes to provide for this project, all non-union labor crew, and equipment necessary to perform the services according to the details contained in the work scope.

RM General Responsibilities:

Scope of Work:

- Mobilize crew and equipment to Substation.
- Perform pre-job brief to identify hazards and proper isolation, switching, and grounding.
- Stage equipment,
- LTC inspection RMVII Perform
 - 1) The following will also be performed (customer must provide control power):
 - 2) Monitoring system operation (tripping test)
 - 3) Electrical limit verification
 - 4) Mechanical limit operation
 - 5) Contact engagement
 - 6) Correct operation of vacuum interrupter assembly
- Transformer Testing
 - 1) Transformer turns ratio test in the following LTC taps 16R 14R 12R 10R 8R 6R 4R 2R 1R N 1L 2L 16L and as found tap in DETC
 - 2) Winding resistance test in LTC taps 16R 14R 12R 10R 8R 6R 4R 2R 1R N 1L 2L 16L as found tap in DETC

Reinhausen Manufacturing Inc.
2549 North 9th Avenue
Humboldt, TN 38343

Phone +1 (731) 784-7681
Fax +1 (731) 784-7682

President: Robert Vary

REINHAUSEN Group

Regions Bank

Account: 7510125407

ABA number: 062005690

Swift Code: UPNBUS44

Federal Id # 62-1413391



- 3) Core insulation resistance test
- 4) Insulation resistance test Polarization Index (PI) calculated from this data with the final test values temperature-compensated. PI determined using the one-minute and ten-minute readings only
- 5) Overall Power Factor and Capacitance test on windings
- 6) Excitation current test
- 7) Power Factor and Capacitance test on Bushing

Customer Responsibilities:

Prior to the acceptance of a purchase order, the purchaser shall provide a PCB report, showing PPM concentration. This report shall be dated within the preceding ninety (90) days of the PO date, with the following considerations:

- Concentration levels greater than 49PPM will result in purchase order rejection, as RM will not be able to complete the work
- Concentration levels between 1-49PPM will result in additional decontamination charges and customer responsibilities:
 - Waste drums and new "flush" oil for RM processing equipment
 - One (1) complete set of replacement filters for RM processing equipment
 - Labor hours for decontamination
 - Customer will dispose of all PCB contaminated waste
 - Customer will allow the decontamination process on their property, prior to final demobilization
- Establish productive relationship with RM for a successful project.
- Provide clear and easy access to the transformer.
- Remove any iso-phase, Deluge Fire System or structure that obstructs scope of work prior to the arrival/start-time of the RM Crew.
- De-energize any overhead lines if needed by open switches on both ends, lock/tag-out and provide visible grounds prior to the arrival/start-time of the RM Crew.
- Provide all manuals, one-line drawing, wiring schematics and control drawings.
- Provide communication and sanitation facilities.
- Provide drum and disposal of all waste, flush and scrap oil generated in execution of the project.

Notes:

1. Pricing does not include the hauling of or providing of any oil.
2. Pricing does NOT include other Site visits for Specific Safety Training. If there are any other specific requirements, please forward and we can review. (If required an additional cost adder can be provided).
3. Pricing does NOT include any unscheduled Delays beyond the control of RM, including weather, and/or any other issues impacting the schedule. (The additional cost will be billed as time and expense).
4. RM or its contractors are not responsible for any underground utilities, driveways, landscapes, curbing and asphalt parking lots. Equipment is very heavy and may damage these areas. RM recommends the appropriate surveys be performed prior to start of work.
5. Pricing does not include Start-Up/Energization activities. Pricing can be provided upon formal request.
6. Any site improvements such as gravel and temporary fence removal and security modifications are assumed to be the responsibility of the owner/customer.
7. Any special customer required site specific safety related equipment or clothing will be invoiced to the customer at cost plus 15%.



Total of items	43,648.44
Final amount (USD)	43,648.44

INCOTERMS EXW Humboldt TN

Terms of payment: Advance payment

Terms of delivery: The delivery and/or service is based on enclosed "REINHAUSEN
MANUFACTURING, INC. STANDARD SALES TERMS AND
CONDITIONS".

Validity period: 07/28/2024

Price agreement: The offer with the stipulated prices applies to orders made within the above
mentioned validity period and for deliveries until 12/31/2024

Delivery time: The delivery time is approx. 1 - 2 weeks (ex works) after receipt of the order
for which all technical and commercial details have been clarified.

If we can be of any further assistance, please do not hesitate to contact us.

Best regards,

Reinhausen Manufacturing Inc.

This document was computer-generated and does not require a signature.

Please refer to the attached enclosures as applicable.



Kindly note:
Please settle prospective payments only to one of the below mentioned accounts.

ETOS®. Automation of power transformers - experience digitalization for yourself

Appendix:

- RM Standard sales terms and conditions
- RM Standard service terms and conditions

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



Application: The predominant purpose of the transaction set forth in the Order Confirmation is for a sale of goods from Reinhausen Manufacturing, Inc. ("Seller") to Buyer and any services are merely incidental. To the extent the Order Confirmation reflects incidental or non-incidental services, the attached Reinhausen Manufacturing, Inc. Standard Service Terms and Conditions shall apply in addition to Reinhausen Manufacturing, Inc.'s Standard Sales Terms and Conditions.

General:

- a. This sale is made, and expressly conditioned on, Buyer's assent to the terms and conditions contained herein and no others. Notice of objection is hereby given to any different or additional terms and conditions whether major or minor in character. Buyer's acceptance of the product or service shall be conclusive evidence of Buyer's assent to the terms and conditions contained herein.
- b. This writing is intended as the final, complete and exclusive statement of the terms and conditions on which this sale is made. This writing supersedes all prior written agreements and correspondence and any oral agreements or representations made contemporaneously herewith.
- c. The terms and conditions contained herein will govern all future sales by Seller to Buyer unless otherwise agreed by Seller in writing.
- d. Quotations, proposals and other related documents, such as drawings, wiring diagrams, etc. and weight indications, are not binding upon Seller unless so specifically stated in writing. Seller retains exclusive ownership and copyrights of all documents. Drawings and other documents relating to quotations and/or proposals are to be returned without delay on demand if order is not placed.

Agreement Documents: The Order Confirmation and any attachments are the sole and exclusive agreement of Seller and Buyer for the products and services in the Order Confirmation, and no other document, will be part of this agreement. Terms contained in the Buyer's response to, or acknowledgment or acceptance of, this Order Confirmation, if any, that are additional to, or different from, the terms set forth herein (which terms would constitute a counter-offer by Buyer) are specifically rejected by Seller. Seller's offer to sell as provided in the Order Confirmation may not be modified by Buyer's counter-offers. Notwithstanding the foregoing, if this Order Confirmation is deemed an acceptance by Seller of a Buyer offer or counter-offer, then such acceptance is expressly made conditional on Seller's assent to all of the terms of this Order Confirmation, including those that are additional to, or different from, the terms of Buyer's offer or counter-offer. The terms and conditions of this Order Confirmation are subject to change without notice.

Prices: Prices are calculated to correspond with the cost situation at the time of the Order Confirmation. Seller reserves the right to adjust prices accordingly should the cost situation change. Prices quoted are valid for thirty (30) days unless

otherwise stated in the quotation. Changes in product specifications or deliveries shall be subject to change in prices.

Taxes: Buyer is responsible for and will pay all applicable taxes, charges, fees, levies, or other assessments imposed or collected by any governmental entity (or political subdivision thereof) worldwide on sales of products or services, or sales, use, transfer, goods, and services or value added tax or any other duties or fees related to any payment by Buyer to Seller for products and/or services provided to Buyer under or pursuant to the Order Confirmation.

Terms of Payment and Acceptance:

- a. An invoice will be issued when the products set forth in the Order Confirmation are shipped or when the services set forth in the Order Confirmation are scheduled, and terms of payment are net within thirty days from date of invoice unless different terms were stated by the seller in the quotation/order confirmation.
- b. If payments are not made in accordance with these terms, a service charge will, without prejudice to any rights of Seller, including that to immediate payment, be added to the account of Buyer in an amount equal to the lower of 1-1/2 % per month or fraction thereof or the highest legal rate on the unpaid balance.
- c. If, in the judgment of Seller, the financial condition of Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.
- d. In the event Buyer becomes insolvent or insolvency or bankruptcy proceedings are instituted by or against Buyer under state and/or federal law, Seller may refuse to deliver products or to render services except for cash, including payment for all products previously delivered and services previously performed, may stop delivery of any products in transit or performance of any services in progress, and may, if permitted by applicable state and/or federal law, cancel this order and recover its proper cancellation charges from Buyer or Buyer's estate.

Terms of Delivery:

- a. Unless otherwise agreed in writing by Seller, all products are sold F.O.B. point of shipment, and do not include installation. Regardless of the manner of shipment, title to the goods and the risk of loss or damage thereto shall pass to Buyer upon delivery to the Buyer by Seller at the Buyer's location or upon tender to Buyer at Seller's location.
- b. Except in the case of F.O.B. destination shipments, Seller shall have no liability for concealed or other shipment damage. When shipment has been made on an F.O.B. destination basis, Buyer must unpack immediately and, if damage is discovered, must:

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



- o Not move the product from the point of examination; retain shipping container and packing material;
 - o Notify the carrier of any apparent damage in writing on the carrier's delivery receipt and request the carrier to make an inspection;
 - o Notify the Seller's location for which the shipment originated within 72 hours of delivery; and
 - o Send Seller a copy of the carrier's inspection report.
- c. The period for delivery shall be calculated from the date on which Seller has signed a written agreement accepting Buyer's order. The delivery period can only be maintained if all necessary documents, specifications, authorizations, etc. to be provided by Buyer have been received in due time, and all commitments as well as terms of payment agreed upon have been fulfilled. Should these prerequisites not be complied in due time, the delivery period will be extended appropriately.
- d. In the event of mobilization, war or insurrection or of strike or lock-out of the relevant departments of Seller or sub-suppliers, or of a rejection of an important component or of other circumstances beyond Seller's control, thus preventing Seller from timely carrying out its obligations, the delivery period will be extended appropriately.
- e. Seller will endeavor to keep to the indicated delivery periods to the best of its ability. Seller, however, shall have no liability for damages due to delay, and Buyer shall have no right to cancel its order, unless Seller and Buyer have executed a separate written agreement in this respect.
- f. Partial deliveries are permissible.

Risk of Loss:

- a. Regardless of the manner of shipment, all risk of loss or damage will pass to Buyer upon the earlier of (1) tender to the carrier at the factory or warehouse of Seller or (2) if shipment is delayed at Buyer's request, at the time the product is ready for shipment. If requested by Buyer in writing, Seller will insure the product against shipment damage at Buyer's expense.
- b. Shipment shall not be delayed at Buyer's request except on terms that will indemnify Seller against all loss and additional expense including, but not limited to, demurrage, handling and storage charges. If requested by Buyer in writing, Seller will insure the product for the period of such delay at Buyer's expense.

Limited Warranty:

- a. Except as otherwise agreed to in writing by Seller, Seller warrants that the products manufactured by it and services performed by it will be free of defects in workmanship and material for the period of (2) year from the date of shipment or performance. This limited warranty does not cover, and Seller makes no warranty

regarding, the following: (1) parts that are not manufactured by Seller; (2) defects or failures caused by accident or improper handling or installation by persons other than Seller; (3) defects or failures caused by the failure to use or maintain the products according to Seller's recommendations; (4) products manufactured pursuant to plans, specifications, drawings or designs submitted or approved by Buyer; and (5) defects or failures caused by alteration, modification, or repair of products by persons other than Seller. This warranty extends to Buyer only and does not extend to any transferee, assignee or successor of Buyer.

- b. THIS SALE IS MADE WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE DESIGN, FITNESS, CAPACITY, QUALITY OR ANY OTHER MATTER CONCERNING THE PRODUCTS EXCEPT AS SET FORTH IN THE PRECEDING PARAGRAPH WITHOUT LIMITING THE FOREGOING, THIS SALE IS MADE WITHOUT ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

Exclusive Remedy; No Consequential Damages

- a. In the event any product or service supplied hereunder fails to comply with the limited warranty set forth in the preceding section and Buyer provides written notice to Seller within two years from the date of shipment or performance, Seller will correct such nonconformity by repair or, at its option, by replacement of the defective part, parts or service F.O.B. its factory or repair facility. In no event shall Seller be responsible for gaining access to the product, disassembly, reassembly and transportation of the product or parts from and to the place of installation. If Seller is unable to remedy the defect within a reasonable time, Seller shall, at its election and in its discretion, either replace the product or refund the purchase price.
- b. THE REMEDIES PROVIDED FOR IN THIS SECTION SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR SELLER'S BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

Limitation of Liability:

- a. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL SELLER ITS AFFILIATES ITS CONTRACTORS AND SUPPLIERS OF ANY TIER, BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR POWER SYSTEM, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT (INCLUDING ADDITIONAL EXPENSES INCURRED IN USING EXISTING FACILITIES), CLAIMS OF CUSTOMERS OF SELLER, OR FOR ANY SPECIAL, PUNITIVE,

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER.

- b. THE TOTAL CUMULATIVE LIABILITY OF SELLER WITH RESPECT TO THIS CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, OR USE OF ANY PRODUCT COVERED BY OR FURNISHED UNDER THIS CONTRACT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT, PART OR SERVICE ON WHICH SUCH LIABILITY IS BASED.

Termination: Any order or contract may be terminated by Buyer only by written notice and upon payment of reasonable and proper termination charges, including but not limited to all costs identified to the order or contract which have been incurred up to the date of notice of termination. All additional costs resulting from the termination and 10% of the final net price will be included in the termination charges to compensate for disruptions in scheduling, planned production and other direct costs. Payment shall be made within 30 days from date of invoice.

Force Majeure: Notwithstanding anything contained in these terms and conditions to the contrary, neither Seller nor Buyer shall be liable for failure of performance hereunder if occasioned by war, declared or undeclared, acts of terrorism, civil unrest, epidemic, pandemic, riots, strikes, labor disputes, work stoppages, international or malicious acts of organized opposition, governmental actions including without limitation shelter-in-place orders, orders, restrictions or regulations, interruption of transportation, delays, prohibition of import or export of goods, embargo, closure of public highways, railways, airways or ports, seizure under legal process, acts of God, including without limitation, tornado, hurricane, cyclone, windstorm, tidal wave, earthquake, flood, fire, power failure, water sprinkler leakage, insect, explosion or any other cause beyond the control of Seller or Buyer. Any suspension of performance by reason of force majeure shall be limited to the period during which the cause of failure exists. The party claiming Force Majeure shall give prompt written notice to the other of any such event or circumstance, and the notifying party shall cooperate in good faith with the other to minimize and mitigate the impact of any such event or occurrence and do all things commercially reasonable under the circumstances to achieve such goal. No adjustments to pricing and schedule shall be made to account for a Force Majeure event and its resulting impact on the work, without prior written approval of Seller and Buyer.

Held Orders: Any orders held or delayed or rescheduled at the request of Buyer will be subject to the prices and conditions of sale in effect at the time of the release of the hold or the reschedule. Any such order held, delayed or rescheduled beyond a reasonable period of time will be treated as a Buyer termination. When a product is ready for shipment and shipment cannot be made because of reasons beyond Seller's control, Seller shall submit an invoice for such product payable upon receipt thereof and shall, upon

written notice to Buyer, store such product. In such event, the following conditions shall apply:

- a. Risk of loss of the product shall pass to Buyer upon moving such product to storage; and
- b. All expenses, incurred by Seller in connection with the storage of the product including demurrage, the cost of preparation for storage, storage charges, insurance if placed, and handling charges shall be payable by Buyer upon submission of invoices by Seller.

Cancellation by Seller: Seller shall have the right to cancel the contract at any time by written notice for any breach of the contract by Buyer.

Procedure for Returning Products: Authorization and shipping instructions for the return of any product must be obtained by Buyer from Seller before returning the product. The product must be returned with complete identification in accordance with Seller's instructions or it will not be accepted. Where Buyer requests authorization to return a product for reasons other than breach of warranty by Seller, Buyer will be charged for placing the returned goods in salable condition (restocking charge) and for any outgoing and incoming transportation paid by Seller. In no event will Seller be responsible for a product returned without proper authorization and identification and payment of costs related thereto.

Export Packaging: Prices include products having standard domestic packing only. Any request by Buyer for packing for overseas shipment shall result in addition to the contract price.

Minimum Billing: The minimum billing charge shall be \$50 plus transportation charges as indicated in the "Terms of Delivery" section above.

Product Notices: Buyer shall provide the user (including its employees) of the product with all Seller's supplied product notices, warnings, instructions, recommendations and similar materials.

Additional Conditions Applicable to Nuclear Applications:

- a. In the event that Buyer or third parties use the product or any part thereof in connection with any activity or process involving nuclear fission or fusion or any use or handling of any source, special nuclear or byproduct material as those materials are defined in the U.S. Atomic Energy Act of 1954 as amended, Buyer, at no expense to Seller, shall have arranged for insurance coverage, indemnities, waivers of liability, recourse and subrogation in such amounts and under such terms and conditions as may be acceptable to Seller, and fully adequate in the opinion of Seller to protect Seller (and its subcontractors or suppliers of any tier) against any and all loss, costs, damage or expenses and claims and demands therefore, in contract, in tort or otherwise, including the cost of investigating, litigating and/or settling any such claims or demands, on account of bodily injury, sickness, disease or death to any person or the loss of, loss of use of or damage to the property of any person whether located on or off the site of a nuclear installation, arising out of or resulting from the

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



radioactive, toxic, explosive or other hazardous properties of source, special nuclear or byproduct materials, as those materials are defined in the U.S. Atomic Energy Act of 1954 as amended.

- b. In the event that Buyer resells, distributes or in any way relinquishes control of the product or services to a third party, Buyer shall require from such third party compliance with all requirements under this Section, and (2) assurance that any subsequent buyer of the product or services shall comply with all requirements under this Section.
- c. Seller shall not be obliged to deliver the product until such insurance, indemnities and waivers have been produced by Buyer and are legally operative in Seller's favor, and upon Buyer's failure to do so, Seller may rescind the sale without liability for damages of any nature.

Governing Law: The terms and conditions of this contract shall be governed by and construed and enforced in accordance with the laws of the state of Tennessee without giving effect to the principles of conflicts of law.

Assignment: The rights and obligations under this contract shall not be assigned or delegated by Buyer without prior written consent of Seller. Any attempted assignment or delegation in contravention of this Section shall be void.

Remedies: The warranties and remedies available to Seller under the terms of this contract shall be cumulative in addition to those implied or available at law. No waiver of any breach of this contract shall be construed to constitute a waiver of any other breach or of any provisions hereof.

Consent to Jurisdiction: Buyer hereby irrevocably submits to the jurisdiction of any Tennessee court sitting in Gibson County, Tennessee and the United States District Court for the Western District of Tennessee over any action or proceeding arising out of or relating to this contract or the products and agrees that all claims in respect of such action or proceeding may be heard and determined in any such court. Buyer further agrees that venue for any such action shall lie exclusively with courts sitting in Gibson County, Tennessee and the United States District Court for the Western District of Tennessee, unless Seller agrees to the contrary in writing. Seller agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Expenses and Attorneys' Fees: Buyer agrees to pay any and all costs and expenses (including without limitation, reasonable attorneys' fees and litigation expenses) incurred by Seller and arising out of or relating to Buyer's breach of any covenant or agreement or the incorrectness or inaccuracy of any representation and warranty made by Buyer.

Amendment and Waiver: This contract cannot be amended, changed or modified, except by a writing signed by both parties. No acceptance of less than full, conforming performance by either party shall be deemed a waiver of that party's right to full, conforming performance at a subsequent time. Parole or extrinsic evidence and evidence of course of

dealing, usage of trade or course of performance shall be inadmissible to contradict the express terms of this contract or to supply any additional terms.

Severability: In the event that any one or more terms or provisions hereof shall be held void or unenforceable by any court, all remaining terms and provisions hereof shall remain in full force and effect.

Writings: If the terms hereof require that any consent, agreement or other item be provided in "writing," then such consent, agreement or other item must include a hand-written signature. Emails, voice mails and other forms of records that do not require handwritten signatures shall not qualify as a "writing" for the purpose hereof.

Intellectual Property: Buyer grants Seller all rights and licenses necessary for Seller and its affiliates to use, transfer, pass-through, and sell the products and services and to exercise the rights granted under this contract. Buyer shall not use the name or trademarks of Seller or its affiliates or refer to or identify Seller or its affiliates in any marketing materials (including without limitation testimonials or customer listings) or press releases without the prior written consent of Seller.

Ownership of Products: All work products developed by Seller and provided to Buyer under this contract are and shall remain the personal property of Seller.

Indemnification: Buyer agrees to defend, hold harmless, and indemnify Seller and its affiliates from any claim (including without limitation costs, expenses and attorney's fees) arising from (1) claims that any of Buyer's specifications infringe on any intellectual property rights, and (2) the failure of Buyer to comply with its warranties and obligations under this contract.

Insurance: Buyer shall obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, errors and omissions, professional and commercial general and liability insurance) in an amount consistent with Buyer's industry practice.

REINHAUSEN MANUFACTURING, INC.

STANDARD SERVICE TERMS AND CONDITIONS



Application: The predominant purpose of the transaction set forth in the Order Confirmation is for Technical Service from Reinhausen Manufacturing, Inc. ("Seller") to Buyer and any services are merely incidental. To the extent the Order Confirmation reflects incidental or non-incidental services, Reinhausen Manufacturing, Inc.'s Standard Service Terms and Conditions shall apply in addition to the attached Reinhausen Manufacturing, Inc. Standard Sales Terms and Conditions.

Workplace Safety: Prior to performance of any of the services set forth in the Order Confirmation, Buyer shall conduct a workplace hazard assessment for the site where the services set forth in the Order Confirmation are to be performed. This assessment shall identify all site hazards and inform Seller's technicians of accident procedures and evacuation plans. Buyer shall also prepare a written certification labeled "Certification of Hazard Assessment" certifying that the workplace hazard assessment was completed for the services set forth in the order confirmation. In addition to the workplace hazard assessment, Buyer shall ensure that a pre-job meeting and/or pre-job brief is provided to Seller's technicians to perform the services set forth in the Order Confirmation. Buyer shall document that a pre-job meeting occurred and/or document that Seller's technicians received a copy of the pre-job brief. Buyer shall also ensure that upstream and downstream isolation switches are open, grounds have been placed on all windings (HV, LV & TV), and that appropriate lock-out/tag-out procedures have been followed. In the event that the services set forth in the Order Confirmation must be performed when equipment is energized, the tap changer must be locked on a fixed tap. If an unsafe condition arises, Seller's technicians reserve the right to stop work until the unsafe condition is corrected.

Authority: Seller's technicians are expressly without authority to bind Seller or REINHAUSEN to any contract, agreement or acknowledgment of liability.

Staffing: Seller reserves the right to assign which of its technicians will carry out the services set forth in the Order Confirmation. The assignment of Seller's technicians is dependent on the services set forth in the Order Confirmation, the site where the services are to be performed, and the availability of Seller's technicians. Buyer must make requests for specific service dates at least three weeks before services are to be performed so that attempts can be made to honor the requested service date. Any preliminary work to take place at the Seller's Humboldt, Tennessee facility will be billed at flat rate equal to the hourly service rate set forth in the Order Confirmation multiplied by the sum of total number of work days and total number of Seller's technicians used to perform the services set forth in the Order Confirmation.

REINHAUSEN Specialists: If it is necessary that an REINHAUSEN Specialist performs any of the services set forth in the Order Confirmation, Buyer shall obtain and provide the REINHAUSEN Specialist with the necessary entry visas and work permits prior to departure of the REINHAUSEN Specialist. All terms and conditions referring to Seller's technician shall apply equally to an REINHAUSEN Specialist.

Auxiliary Equipment and Personnel: Buyer shall supply all necessary auxiliary equipment (e.g., lifting devices, oil containers, oil pumps, scaffolding, etc.) and personnel. Buyer is also responsible for obtaining auxiliary personnel to drain tap changer oil, handle tap changer oil, vacuum fill tap changer oil and dispose of waste tap changer oil.

- a. Buyer agrees to defend and indemnify seller for any and all liability arising from delays in obtaining necessary auxiliary equipment and/or personnel, but for liability arising out of Seller's own negligence.
- b. Buyer agrees to defend and indemnify seller for any and all liability arising out of Buyer's procurement, installation and/or operation of necessary equipment, but for liability arising out of Seller's own negligence.
- c. Buyer agrees to defend and indemnify Seller for any and all liability arising out of auxiliary personnel's work, but for liability arising out of Seller's own negligence.

Cancellation: Buyer shall pay a twenty percent cancellation fee services set forth in the Order Confirmation that Buyer cancels within ten days of the mobilization date for such services.

Re-Stocking: Buyer shall pay a twenty percent restocking fee for parts ordered and shipped to Buyer or the site where services are to be performed that Buyer subsequently returns.

Delay: Buyer is responsible for all costs arising from delays in the performance of the services set forth in the Order Confirmation other than delays attributable to Seller.



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 68-2024 (*submitted by Matt Lasko*)
DATE: August 13, 2024

Subject Matter/Background

In the past, Administration prepared and issued certifications to the Erie County Auditor for outstanding invoices requesting to have the outstanding debt certified to the respective property owner's tax duplicate. This was done annually in advance of the Auditor's deadline for filings which is the second Monday in September. Routinely, we will have late certifications as we generally have additional mowing after this deadline.

The Planning & Zoning Department is requesting to have outstanding invoices for the mowing of properties in violation of Chapter 557 to be certified to the Erie County Auditor for collection pursuant to the following Code Sections:

Section 557.03 SERVING OF NOTICE TO ABATE NUISANCE. (a) After a determination has been made as set forth in Section 557.02 that a nuisance exists or that the public health is endangered, then the County Health Commissioner or the City Manager or his nominee/ designee shall cause written notice to be served upon the owner of such lots or lands that such nuisance or endangering of the public health must be abated by cutting or destroying such weeds or grass as set forth in Section 557.01 within seven days from the date of the notice required herein. If the owners or other such persons are nonresidents or other persons whose address is known, notice shall be sent to such address; however, if the address of such owners, or other persons whether residents or nonresidents is unknown, then it shall be sufficient to publish such notice once in a newspaper of general circulation, which published notice shall be deemed to be effective for the then-existing violation of Section 557.01 any and all further violations of Section 557.01 for the then-existing balance of the calendar year, and no additional published notice(s) shall be required for future violations by such owner (for which notice is initially published in accordance with this Section 557.03) for any and all violations of Section 557.01 for the balance of the then-existing calendar year.

557.06 BILL TO BE SENT TO OWNER. When the City Manager causes undesirable weeds, vegetation of rank growth or overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass to be cut and the land cleaned of debris as provided in Section 557.05, a statement of cost thereof shall be mailed to the owner of such land by certified mail, return receipt requested. Such statement of cost shall include the following: (a) Administration, publication, and supervision; (b) Transportation of equipment; (c) Equipment rental; (d) Equipment operator; (e) Incidental labor; (f) Cost of equipment damages or repairs directly related to the work performed on owner's property. The minimum charge for all costs referenced in this Section 557.06 (a) through 557.06 (f) shall be seventy-five dollars (\$75.00) for the first hour or portion thereof, and thirty-five dollars (\$35.00) for each additional hour or portion thereof or one hundred twenty-five percent (125%) of the contractual costs whichever is greater.

557.07 NONCOMPLIANCE. Any person not complying with Section 557.06 shall be subject to all available

collection procedures, including but not limited to having certified to his tax duplicate such billing with the County Auditor, in accordance with the Ohio Revised Code.

The Planning & Zoning Department anticipates additional late certifications for this year.

OUTSTANDING PROPERTY MAINTENANCE INVOICES

10/1/2023-08/07/2024

Case Date	Main Status	Fee Name	Fee Amount	Parcel #	Parcel Address
7/8/2024	Invoiced	Mowing	220.38	42-01429.000	1225 MARINA
7/8/2024	Invoiced	Mowing	212.50	42-01067.000	531 BERLIN
7/8/2024	Invoiced	Mowing	267.13	42-00864.000	926 STROWBR
6/18/2024	Invoiced	Mowing	106.25	43-00274.000	218 RYE BEACH
5/15/2024	Invoiced	Mowing	106.25	42-00049.000	305 MANOLIA
5/8/2023	Invoiced	Mowing	106.25	42-01067.000	531 BERLIN
4/16/2024	Invoiced	Mowing	182.88	42-01429.000	1225 MARINA
4/8/2024	Invoiced	Mowing	126.50	42-00864.000	926 STROWBR
10/4/2023	Invoiced	Mowing	172.50	42-00864.000	926 STROWBR

Financial Review

The County will collect on the outstanding property maintenance invoices on the City's behalf in 2025 through each property's tax duplicate bill. The payment will be receipted in the Property Maintenance Fund to offset the City's cost to mow the properties.

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. 68-2024 is in order.

[Resolution No. 68-2024 Certify Mowing Charges to Auditor \(3\).docx](#)

[Resolution No. 68-2024 Exh 1 Mowing Charge Certifications to Auditor.xlsx](#)

RESOLUTION NO. 68-2023
Introduced by Joe Dike

A RESOLUTION CERTIFYING MOWING CHARGES TO THE ERIE COUNTY AUDITOR FOR COLLECTION.

BE IT RESOLVED by the Council of the City of Huron, Ohio:

SECTION 1. That, pursuant to Section 557.07 of the Codified Ordinances of the City of Huron, it is hereby determined and declared that the list of mowing charges on file in the office of the Finance Director of the City, which list is hereby incorporated herein by reference, is delinquent and unpaid. The Finance Director is hereby directed to do all things necessary to cause said unpaid mowing charges to be certified to the Erie County Auditor for collection as other taxes, and the Erie County Auditor is hereby requested pursuant to statute, to cause said charges to be extended on the 2023 tax duplicate for collection in one installment.

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

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

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:

OUTSTANDING MOWING FEES- PROPERTY MAINTENANCE

Case Date	Main Status	Total Fees	Parcel #	Parcel Address
7/8/2024	AWAITING CERTIFICATION TO AUDITOR	\$220.38	42-01429.000	1225 MARINA
7/8/2024	AWAITING CERTIFICATION TO AUDITOR	\$212.50	42-01067.000	531 BERLIN
7/8/2024	AWAITING CERTIFICATION TO AUDITOR	\$267.13	42-00864.000	926 STROWBRIDGE
6/18/2024	AWAITING CERTIFICATION TO AUDITOR	\$106.25	43-00274.000	218 RYE BEACH
5/15/2024	AWAITING CERTIFICATION TO AUDITOR	\$106.25	45-00049.000	305 MAGNOLIA
5/8/2024	AWAITING CERTIFICATION TO AUDITOR	\$106.25	42-01067.000	531 BERLIN
4/16/2024	AWAITING CERTIFICATION TO AUDITOR	\$182.88	42-01429.000	1225 MARINA
4/8/2024	AWAITING CERTIFICATION TO AUDITOR	\$126.50	42-00864.000	926 STROWBRIDGE
10/4/2023	AWAITING CERTIFICATION TO AUDITOR	\$172.50	42-00864 000	STROWBRIDGE 926
		\$1,500.64		

Total Records: 9

8/7/2024