



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, January 14, 2025 @ 6:30 PM

City Council Chambers
417 Main Street
Huron, Ohio 44839

LIVESTREAM MEETING INFORMATION

This regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live streamed on the City of Huron's YouTube channel. The public is free to observe and hear the discussions and deliberations of all members of City Council via the following link: <https://www.youtube.com/channel/UCpRAV-AnmlA6lfukQzKakQg>

I. Call To Order

Moment of Silence followed by the Pledge of Allegiance to the Flag

II. Roll Call of City Council

III. Approval of Minutes

III.a Minutes of the October 22, 2024 regular meeting of Council.

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

III.c Minutes of the November 18, 2024 special meeting of Council.

III.d Minutes of the November 26, 2024 regular meeting of Council.

III.e Minutes of the December 10, 2024 regular meeting of Council.

IV. Audience Comments

Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)

V. Old Business

V.a Ordinance No. 2024-56 (**second reading**) (*submitted by Todd Schrader*)

An ordinance amending Chapter 1131 of the Huron Codified Ordinances to establish a new Section 1131.11 (Outdoor Lighting Regulations).

VI. New Business

VI.a Motion (*submitted by Matt Lasko*)

Motion acknowledging compliance with Section 7 of Ordinance No. 2022-50, with no changes.

VI.b Ordinance No. 2025-1 (*submitted by Todd Schrader*)

An ordinance ratifying approval of the Turtle Bay Planned Residential Development Plan amendment pursuant to Council motion dated April 26, 2004; and ratifying the recordation of the Plat of Turtle Bay Subdivision recorded with the Erie County, Ohio Recorder on October 15, 2004.

VI.c Ordinance No. 2025-2 (*submitted by Matt Lasko*)

An ordinance authorizing an agreement for the sale of City-owned real property formerly known as the ConAgra parcel (PPN: 42-61270.001) to Triban Investment, LLC for the sale price of \$750,000.

VI.d Resolution No. 1-2025 (*submitted by Matt Lasko*)

A resolution expressing intent to sell personal property deemed to be no longer needed for public use or found obsolete for the use for which it was acquired by internet auction utilizing GovDeals, Inc.

VI.e Resolution No. 2-2025 (*submitted by Matt Lakso*)

A resolution of necessity recommending and approving of inspections of properties City-wide in anticipation of enforcement of property-related ordinances, the International Property Maintenance Code, and the Ohio Building Code.

VI.f Resolution No. 3-2025 (*submitted by Stuart Hamilton*)

A resolution of necessity recommending and approving of inspections of properties City-wide in anticipation of enforcement of sidewalk-related ordinances and Ohio law relating to sidewalks.

VI.g Resolution No. 4-2025 (*submitted by Stuart Hamilton*)

A resolution of necessity recommending and approving of inspections of properties City-wide in anticipation of enforcement of tree-related ordinances and Ohio law relating to trees.

VI.h Resolution No. 5-2025 (*submitted by Matt Lasko*)

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

VI.i Resolution No. 6-2025 (*submitted by Matt Lasko*)

A resolution authorizing participation in various cooperative purchasing programs.

VI.j Resolution No. 7-2025 (*submitted by Matt Lasko*)

A resolution authorizing an Agreement with the International Association of Fire Fighters/Huron Local 4168 for the period of January 1, 2025 through December 31, 2027.

VI.k Resolution No. 8-2025 (*submitted by Stuart Hamilton*)

A resolution authorizing a Memorandum of Agreement with the Erie County Soil & Water Conservation District for provision of stormwater management plan, NPDES and MS4 Permit application to the Ohio Environmental Protection Agency for the period of one year, with four optional 1-year renewal terms.

VI.l Resolution No. 9-2025 (*submitted by Doug Steinwart*)

A resolution authorizing an agreement among the City of Huron, Huron Township and the Huron City School District relating to continuation of the Huron Joint Recreation District and financial contributions to be made by the City of Huron and Huron Township in the amounts of \$342,046 and \$123,367, respectively.

VI.m Resolution No. 10-2025 (*submitted by Matt Lasko*)

A resolution authorizing an agreement with Charles E. Harris & Associates for the provision of professional accounting services for the annual GAAP conversion for the City of Huron in accordance with Generally Accepted Accounting Principles for the years ending December 31, 2024, 2025 and 2026 in the aggregate amount of \$54,750.00.

VI.n Resolution No. 11-2025 (*submitted by Chief Terry Graham*)

A resolution authorizing a lease agreement with Statewide Emergency Products, LLC dba Statewide Municipal Leasing for the lease-purchase of two (2) new police cruisers (2025 Ford Explorer SUVs) for the Huron Police Department in the amount of \$132,915.81.

VI.o Resolution No. 12-2025 (*submitted by Todd Schrader*)

A resolution supporting the Ohio Municipal League's challenge of AT&T's Tariff Application at the Public Utilities Commission of Ohio.

VI.p Resolution No. 13-2025 (*submitted by Jack Evans*)

A resolution authorizing an agreement with BissNuss Inc. for the purchase and installation of Watson Marlow Odos 30 pumps at the Huron Water Filtration Plant in the amount of \$42,624.

VI.q Amended Resolution No. 56-2021 (*submitted by Jack Evans*)

An amended resolution authorizing applications to the Ohio Department of Development Water and Wastewater Infrastructure Grant Program relating to the Huron Elevated Water Storage Tank Project, authorizing acceptance of the grant award in an amount not to exceed \$5 Million, authorizing executed of a related Grant Agreement, and ratifying execution of a First Amendment to the Grant

Agreement extending the Expiration Date to June 30, 2025.

VI.r Amended Resolution No. 90-2024 (*submitted by Stuart Hamilton*)

An amended resolution authorizing submission of a grant application to the ODOT Pedestrian & Bicycle Special Solicitation Grant Opportunity for funding assistance relating to the Lake Erie Parkway Multi-Use Path Project, and acceptance of said grant funds should the application be successful, in the amount of \$533,000.

VII. City Manager's Discussion

VIII. Mayor's Discussion

IX. For the Good of the Order

X. Executive Session(s)

- X.a** Executive session to consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property.

XI. Adjournment



TO: Mayor Tapp and City Council
FROM: Todd Schrader
RE: Ordinance No. 2024-56 (**second reading**) (*submitted by Todd Schrader*)
DATE: January 14, 2025

Subject Matter/Background

Ordinance No. 2024-56 establishes a new Section 1131.11 (Outdoor Lighting Regulations) that will address both existing and new outdoor lighting on residential properties. Its purpose is to address reported issues of light trespass and is not intended to regulate existing exterior fixtures.

The ordinance requires that all new and existing outdoor light fixtures installed and maintained on residential properties:

- shall not be directed at the property of another or unreasonably shine, glare, reflect or project light onto the property of another;
- an outdoor light fixture that is not shielded shall be turned off between the hours of 9pm and sunrise, except when used for security purposes or to illuminate private walkways, roads or driveways, in which case such fixture shall be equipped with a motion detector for activation and deactivation;
- the use of flashing, rotating, or moving outdoor light fixtures are prohibited, except for an outdoor light fixture used as a holiday light display (limited to 0-260 lumens).
- all new outdoor light fixtures installed after the effective date of this Ordinance shall be fully shielded.

This ordinance would NOT apply to:

- an outdoor light fixture of 1-260 lumens (does not have to be shielded);
- an outdoor light fixture of 261-1000 lumens must be at least partially shielded (opaque top and translucent sides, provided its light source is not visible);
- an outdoor light fixture used predominantly for lighting objects (facades, landscaping, displays and statuary, which shall be installed and aimed as to inhibit light projecting past the light being illuminated).

A redline markup of Chapter 1131 is attached hereto as Exhibit 1, and the Planning Commission Staff Report is attached hereto as Exhibit 2.

There have been no changes to this legislation since its first reading on December 18, 2024.

Financial Review

There is no financial impact relating to 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 placing Ordinance No. 2024-56 on its second reading is in order.

[Ordinance No. 2024-56 Exh 1 REDLINE Light Trespass Chapter 1131 New Section 1131.11.pdf](#)

[Ordinance_No._2024-56_Exh_2_Planning_Commission_Staff_Report_Recommendation_to_Council.pdf](#)

CHAPTER 1131 Landscape Requirements

- [1131.01](#) Purpose.
- [1131.02](#) Landscape plan requirements.
- [1131.03](#) Selection, installation and maintenance of plant materials.
- [1131.04](#) General landscape design standards.
- [1131.05](#) Parking lot landscaping.
- [1131.06](#) Buffer yards.
- [1131.07](#) Screening requirements.
- [1131.08](#) Tree preservation.
- [1131.09](#) Approval process for required landscaping, fences and walls.
- [1131.10](#) Flexibility.

1131.11 Outdoor Lighting Regulations.

[Appendix A](#) - Buffer Yard Requirements.

CROSS REFERENCES

- Conformance with Performance Standards - see P. & Z. Chap. [1121.06](#)
- Nonconformity - see P. & Z. Chap [1121.07](#)
- Residence Districts - see P. & Z. Chap. [1123](#)
- Non-residence Districts - see P. & Z. Chap. [1125](#)
- Mixed-use Districts - see P. & Z. Chap. [1127](#)
- Sign Regulations - see P. & Z. Chap. [1131](#)
- Off-street Parking and Loading Regulations - see P. & Z. Chap. [1133](#)

1131.11 OUTDOOR LIGHTING REGULATIONS.

(a) Definitions.

- (1) "Light Source" means a component that produces light, including a light bulb.
- (2) "Light Fixture" means an assembly including a light source and a housing or other structure that holds the light source.
- (3) "Fully Shielded" means a quality of a light fixture where light emitted therefrom is projected below the horizontal plane.

(b) Purpose.

The purpose of this Section is to regulate the selection, installation, configuration, placement, and use of outdoor light fixtures to inhibit light projected from an outdoor light fixture from unreasonably shining, glaring, reflecting, or projecting onto the property of another ("Light Trespass").

(c) General Requirements.

- (1) New and Existing Outdoor Light Fixtures. All new and existing outdoor light fixtures installed and maintained upon residential properties are subject to the following requirements:

- A. An outdoor light fixture shall not be directed at the property of another or unreasonably shine, glare, reflect or project light onto the property of another.
- B. An outdoor light fixture that is not fully shielded shall be turned off between 9:00 p.m. Eastern Standard Time and sunrise, except when used for security or aesthetic purposes or to illuminate private walkways, roads or driveways, in which case such outdoor light fixture shall be equipped with a motion sensor for activation and deactivation.
- C. The use of flashing, rotating, or moving outdoor light fixtures is prohibited, except for an outdoor light fixture used as holiday light displays where each light source of such outdoor light fixture has an output of 0-260 lumens.
- D. Light trespass shall be reduced to the maximum extent feasible, and it is encouraged to project light from an outdoor light fixture downward (rather than upward or horizontal) with the intention of projecting light on the ground, and if needed to comply with this Ordinance, by using adequate shielding of light fixtures, motion sensors, light sensors, or timers.

- (2) New Outdoor Light Fixtures. All new outdoor light fixtures installed after the effective date of this Ordinance and thereafter maintained on residential property shall be fully shielded, are subject to the following requirements:

- A. An outdoor light fixture shall be fully shielded.
- B. An outdoor light fixture shall not be aimed more than 45 degrees from straight down.

(d) Exceptions.

Commented [MW1]: I removed this so that only security lights can be on after 9pm, and all other lights are off during these times.

Commented [ML2]: Are Christmas lights distinguished from this? An exception?

Commented [MW3R2]: This should address Christmas lights.

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Commented [ML4]: If the light is fully shielded, what do we care about the angle? Item A seems to be a catch all in my opinion.

Commented [MW5R4]: Good point. 2A is now incorporated into 2. 2B now removed.

D-R-A-F-T

(+) The requirements of Section (c)(2)(A) for new outdoor light fixtures do not apply to the following:

A.(1) An outdoor light fixture where each light source of such outdoor light fixture has a maximum output of 0-260 lumens, which may be unshielded. xx[Matt Waters comment: with reference to incandescent lights, the wattage = lumens/15. This is equivalent to about 0-17.33 watts. Christmas light bulbs are about 7 watts. I got this lumen range from another city's ordinance. This also means the lights can be unshielded, and thus you will see the light source. However since section (c)(1)A still applies, they still can't direct the lights at the property of another or unreasonably shine, glare, reflect or project light onto the property of another]xx

B.(2) An outdoor light fixture where each light source of such outdoor light fixture has a maximum output of 261-1000 lumens xx[Matt Waters comment: equivalent to about 17.33-66.66 watt incandescent]xx, which shall be at least partially shielded by having an opaque top and translucent sides, provided its light source is not visible.

(2)(3) The requirements of Section (c)(2)(B) do not apply to an outdoor light fixture used predominantly for lighting objects including but not limited to facades, landscaping, fountains, displays and statuary, which shall be so installed and aimed as to inhibit light projecting past the object being illuminated.

(c) In addition to the requirements set forth herein, an outdoor light fixture shall be installed in conformity with all other applicable provisions of the codified Ordinances of the City of Huron, Ohio.

xx[Todd Schrader to Matt Waters: Can you please check Ordinances – it is my understanding that commercial/zoning codes already prohibit light being cast upon residential areas just to make sure nothing more needs to be added here (maybe a cross reference to the commercial sections for posterity

xx[Matt Waters comment: Here is what I found:]xx

- A. 1125.06(b)(4) - P-1 Off-Street Parking District: "All lighting used to illuminate an off-street parking area shall be arranged so as to reflect the light away from adjoining premises in any R District."
- B. 1126.15(d)(6) - Self-Service Storage and Mini-Storage; Lighting: "All lights shall be shielded to direct light onto the established buildings and away from adjacent property, but may be of sufficient intensity to discourage vandalism and theft. All lights shall be mounted at a height not exceeding that of the building."
- C. 1126.17 REGULATIONS FOR INDUSTRIAL GREENHOUSES. This is a comprehensive ordinance dealing with indoor greenhouse lighting and has many definitions relating to the shielding, lumens, etc., and requires the submission of lighting plans to city manager.
- D. 1127.05(a)(4) - Mixed Use District - DEVELOPMENT STANDARDS AND CRITERIA: "Off-street Parking. The layout of parking areas, service areas, and related entrances, exits, signs,

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Commented [MW6]: Added to take into account fixtures, such as Christmas string lights, that have multiple bulbs each less than 260 lumens, but in aggregate would be more than 260 lumens.

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Commented [ML7]: Looks like this might address my concern on holiday lights.

Commented [MW8R7]: This only addresses Christmas lights not needing to be fully shielded. Flashing Christmas lights are addressed in amendments to (c)(1)C.

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lighting, noise sources or other potentially adverse influences shall be designed and located to prevent and avoid adverse impacts to the Mixed Use Development as well as those areas adjacent to the Development.”

- E. 1127.09 (i) - Mixed Use – Granary District: “Lighting within the district shall be employed in such a manner as to prevent glare or direct light onto adjacent residential property.”
- F. 1129.06(j) - (Sign) Design and construction standards: “All signs in business and industrial districts may be illuminated provided that light sources to illuminate such signs shall be shielded from all adjacent residential buildings and streets, and shall not be of such brightness so as to cause glare hazardous to pedestrians or motorists, or as to cause reasonable objection from adjacent residential districts.”
- G. 1129.07(a)2 - Sign Illumination Standards: “Signs shall be permitted to be illuminated in compliance with the following: A. Light sources shall be shielded from all adjacent buildings and streets. B. Lights shall not be of such brightness so as to cause glare that is hazardous to pedestrians or motorists. C. Light shall be directed in a way to reduce glare and light distribution or trespass onto adjacent properties. Light intrusion and dispersion efforts shall be in effect to mitigate adverse effects of light trespass and glare onto residential properties.”
- H. 1131.07(c)(1)C and (c)(2)E - SCREENING REQUIREMENTS (Landscaping for outdoor storage and display areas for commercial building or residential subdivision) - “Lighting shall be placed and appropriately shielded as to not adversely impact adjacent properties.”
- I. 1131.07(d) - SCREENING REQUIREMENTS: “Drive-Thru drive aisles abutting residential districts. Any portion of a drive-thru facility or aisle shall be screened from view when adjacent to residential properties in order to minimize the impact of exterior site lighting...from the vantage point of the residential property”
- J. 1133.16(f) - IMPROVEMENT AND MAINTENANCE STANDARDS (off-street Parking and loading regulations) - “Wherever a parking lot or garage is to be used during darkness, lighting shall be installed to provide an adequate standard of illumination over the entire parking lot and access or drive aisles within the parking area. All lights shall be shielded as to minimize glare will extend to adjacent property.”
- K. 1139.01 PLANNING COMMISSION REVIEW - “Upon the filing of an application for a building permit for every building or structure, other than a single family or a two-family dwelling, the applicant shall also submit a site development plan...including ... G. Lighting plan for the site including style and intensity of all parking lot and building mounted lights.”

xx[Todd Schrader to Matt Waters: Chapter 1313 already requires lighting plan, so not as much of a threat on commercial – but give it a look, please.]xx – xx[Matt Waters comment: see below]xx

- L. 1313.02 MINIMUM REQUIREMENTS FOR CONSTRUCTION - “Upon the filing of an application for a building permit for every building or structure, other than a single-family or a two-family dwelling, the applicant shall also submit a site development plan to the Zoning Inspector/Building Official. The site development plan shall include the following information...G. Lighting plan for the site including style and intensity of all parking lot and building mounted lights.”



TO: City Manager Matt Lasko
FROM: Christine Gibboney, Administrative Assistant
RE: Planning Commission Recommendation on Amendment to Chapter 1131 Landscape Requirements- Outdoor Lighting Regulations/Light Trespass
DATE: November 21, 2024

Planning Commission Recommendation: Code Amendment- Chapter 1131-Landscape Requirements- New Section- 1131.11 Outdoor Lighting Regulations

At the regular meeting of November 20, 2024, the Planning Commission reviewed the proposed new section of Chapter 1131- Section 1131.11 Outdoor Lighting Regulations. Mr. Matthew Waters of SSEG was in attendance to review the proposed amendment.

Members discussed the implication of the code as it relates to existing and new exterior lighting, how the public will be made aware of this new regulation, and how the city will be enforcing same.

Staff explained by having this ordinance in place, the city will have a code that provides general requirements and standards for residential lighting in order to address reports of Light Trespass.

- While the code will apply to all new and existing outdoor lighting on residential properties, it's purpose is to address reported issues of Light Trespass, and not to regulate existing exterior fixtures.
- Staff explained that reference information on this section will be added to the Residential Zoning Application, as it will apply to those doing new builds, additions, etc. - projects that require zoning permits.
- As the Department understands the purpose, staff would not be looking for or issuing violation notices to all existing non-conforming lighting.
- There is currently no zoning permit application to add/change exterior lighting currently, nor would staff recommend there be a permit application associated with this new section.
- Staff would be referencing this section to address a neighbor complaint of light trespass and provide a Notice of Violation and Order to Correct based on the regulations. If the Notice of Violation and Order to Correct is ignored, staff would report the case to the Police Department to handle through the General Offenses Code.

The Planning Commission made a motion to recommend approval of the amendment, as proposed, to City Council.

ORDINANCE NO. 2024-56
Introduced by Matt Grieves

AN ORDINANCE AMENDING CHAPTER 1131 (LANDSCAPE REQUIREMENTS) OF THE CODIFIED ORDINANCE OF HURON, OHIO TO ESTABLISH A NEW SECTION 1131.11 (OUTDOOR LIGHTING REGULATIONS).

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

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

SECTION 1. That Chapter 1131 (Landscape Requirements) is hereby amended to add new Section 1131.11, as follows:

“1131.11 OUTDOOR LIGHTING REGULATIONS.

(a) Definitions.

- (1) “Light Source” means a component that produces light, including a light bulb.
- (2) “Light Fixture” means an assembly including a light source and a housing or other structure that holds the light source.
- (3) “Fully Shielded” means a quality of a light fixture where light emitted therefrom is projected below the horizontal plane.

(b) Purpose.

The purpose of this Section is to regulate the selection, installation, configuration, placement, and use of outdoor light fixtures to inhibit light projected from an outdoor light fixture from unreasonably shining, glaring, reflecting, or projecting onto the property of another (“Light Trespass”).

(c) General Requirements.

- (1) New and Existing Outdoor Light Fixtures. All new and existing outdoor light fixtures installed and maintained upon residential properties are subject to the following requirements:
 - A. An outdoor light fixture shall not be directed at the property of another or unreasonably shine, glare, reflect or project light onto the property of another.
 - B. An outdoor light fixture that is not fully shielded shall be turned off between 9:00 p.m. Eastern Standard Time and sunrise, except when used for security purposes or to illuminate private walkways, roads or driveways, in which case such outdoor

light fixture shall be equipped with a motion sensor for activation and deactivation.

- C. The use of flashing, rotating, or moving outdoor light fixtures is prohibited, except for an outdoor light fixture used as holiday light displays where each light source of such outdoor light fixture has an output of 0-260 lumens.
 - D. Light trespass shall be reduced to the maximum extent feasible, and it is encouraged to project light from an outdoor light fixture downward (rather than upward or horizontal) with the intention of projecting light on the ground, and if needed to comply with this Ordinance, by using adequate shielding of light fixtures, motion sensors, light sensors, or timers.
- (2) New Outdoor Light Fixtures. All new outdoor light fixtures installed after the effective date of this Ordinance and thereafter maintained on residential property shall be fully shielded.

(d) Exceptions.

The requirements of Section (c)(2) for new outdoor light fixtures do not apply to the following:

- (1) An outdoor light fixture where each light source of such outdoor light fixture has a maximum output of 0-260 lumens, which may be unshielded.
 - (2) An outdoor light fixture where each light source of such outdoor light fixture has a maximum output of 261-1000 lumens, which shall be at least partially shielded by having an opaque top and translucent sides, provided its light source is not visible
 - (3) An outdoor light fixture used predominantly for lighting objects including but not limited to facades, landscaping, fountains, displays and statuary, which shall be so installed and aimed as to inhibit light projecting past the object being illuminated.
- (e) In addition to the requirements set forth herein, an outdoor light fixture shall be installed in conformity with all other applicable provisions of the codified Ordinances of the City of Huron, Ohio."

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

SECTION 2. 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 3. In accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Motion (*submitted by Matt Lasko*)
DATE: January 14, 2025

Subject Matter/Background

Ordinance 2022-50 (adopted by Council on 10-11-22) was adopted to improve methods across departments to enhance customer service and increase efficiency when interacting with customers, residents, contractors and business owners. This legislation aims to accomplish some of these objectives by reducing the types of transactions or requests that require Council approval. As evidenced within the proposed ordinance, requests by individuals or entities to place temporary signage in the median of State Route 6 between the walk-over bridge and Williams Street right of way will no longer require Council approval. Agreements for the reasonable and limited use and access of City property for placement of banners and signage, as set forth in Chapter 1129.06(w) can be approved or disapproved by the City Manager after internal review by the planning and zoning department to ensure the request meets the existing parameters of the signage code. In addition, individuals or entities looking to temporarily stage materials or vehicles on City property (when there is no monetary consideration) will be able to be reviewed and approved or disapproved by the City Manager. Of course, there will still be license agreements in place between the parties to ensure those entities maintain insurance and return the site to its prior condition, which will be drafted and approved by the Law Director. Please note, this ordinance does not relate to sale, purchase or lease of real estate regardless of the level of monetary consideration. In summary, we are hoping to develop more streamlined and customer-friendly processes that allow the City to conduct business more effectively and quickly.

Financial Review

There is no financial impact relating to this legislation.

Legal Review

Per the ordinance, Council must re-address this matter annually, and if in agreement, a motion reaffirming Ordinance No. 2022-50, as written, is in order.

Recommendation

If Council is in agreement with the request, a motion reaffirming Ordinance No. 2022-50, as written, is in order.

[Ordinance No. 2022-50 \(adopted 10-11-22\) \(1\).pdf](#)

ORDINANCE NO. 2022-50
Introduced by William Biddlecombe

AN ORDINANCE AMENDING THE CITY OF HURON CODIFIED ORDINANCES TO ADD A NEW SECTION 121.03- ADMINISTRATIVE AUTHORITY AND POWERS TO CHAPTER 121 (COUNCIL); REPEALING AND AMENDING AND RESTATING CHAPTER 131 (CITY MANAGER) IN ITS ENTIRETY; REPEALING AND AMENDING AND RESTATING SECTION 159.05- NORMAL PURCHASE PROCEDURE AND SECTION 159.06- EMERGENCY PURCHASES OF CHAPTER 159 (DIVISION OF PURCHASING); PROVIDING FOR THE ANNUAL REVIEW OF THIS ORDINANCE BY COUNCIL; AND DECLARING AN EMERGENCY.

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

SECTION 1. That Chapter 121 (Council) of the Codified Ordinances of the City of Huron which currently reads as follows: (refer to Exhibit “A” attached), shall be and is hereby amended.

SECTION 2. That Chapter 121 (Council) of the Codified Ordinances of the City of Huron is hereby amended to add a new Section 121.03 – Administrative Authority and Powers to read as follows:

121.03 ADMINISTRATIVE AUTHORITY AND POWERS.

All members of Council and their staff shall:

- (a) Recognize the Charter role of the Mayor, Council, and City Manager, particularly in contracting, development projects, and incentives;
- (b) Support the integrity of the City's development processes and promote public trust by directing inquiries from developers related to financial assistance or land use approvals to the City Manager's Office so that they can be handled uniformly through transparent City administrative processes;
- (c) Set City funding and appropriation priorities in an open, transparent, and public manner; and
- (d) Report, without undue delay, to the City Manager, Ohio Ethics Commission, Law Director, Prosecutor, or other appropriate authority, conduct in the performance of official duties that is reasonably believed to violate the law or reasonably believed to violate any codes of conduct.

SECTION 3. That Chapter 131 (City Manager) of the Codified Ordinances of the City of Huron, which currently reads as follows: (refer to Exhibit “B” attached), shall be and is hereby repealed.

SECTION 4. That a new revised and restated Chapter 131 (City Manager) of the Codified Ordinances of the City of Huron is hereby amended and restated to read as follows:

CHAPTER 131

City Manager

131.01 Administrative authority and powers.

131.02 Performing duties of Clerk of Council.

CROSS REFERENCES

Appointment; removal - see CHTR. §4.01, 4.04

Duties - see CHTR. §4.02

Absence or disability - see CHTR. §4.03

Relation to Council - see CHTR. §4.05

Personal interest in contract - see CHTR. §5.08

City Manager exempt - see CHTR. §8.02

Community Development Director - see ADM. 155.01

Administrative Services Director - see ADM. 157.02

City Manager to act as Purchasing Agent for the City - see ADM. 159.01 et seq.

Normal Purchase Procedure - see ADM. 159.05

Emergency Purchase Procedure - see ADM. 159.06

Bond required - see ADM. 163.01

Manager to supervise urban renewal and redevelopment activities - see ADM. 191.04 et seq.

131.01 ADMINISTRATIVE AUTHORITY AND POWERS.

(a) The City Manager shall have full authority to prescribe and enforce administrative policy and procedure and to prescribe and enforce administrative rules and regulations for all departments, divisions, officers and employees of the City as the City Manager may deem necessary to the performance of the duties of the City Manager and to the efficient operation of the entire City government.

(b) The City Manager shall have full authority to prescribe the use of various forms and procedures for the conduct of the City's affairs. Further, the City Manager shall prescribe and/or approve the use of various reports and forms for the various departments, divisions, officers and employees, either regularly, or from time to time, for the City Manager's, the Mayor's or the Council's information and use.

(c) The City Manager may require the submission of regular or special reports from any department, division, office, officer or employee to be used in the administrative direction and control of the City.

(d) The City Manager shall have the power to make or delegate to department heads, rules and regulations to govern management practices.

(e) The City Manager is authorized and directed to amend and modify existing written agreements, and enter into and execute new written agreements by and on behalf of the City, without the approval of the City Council for the purposes, and subject to the limitations, set forth in Section 131.03.

(Ord. 2022-50. Passed 10-11-22.)

131.02 PERFORMING DUTIES OF CLERK OF COUNCIL.

The City Manager or the person(s) designated by the City Manager shall perform the duties of Clerk of Council during the disability or temporary absence of the Clerk. Such duties shall include those duties imposed upon the Clerk of Council by Section 2.12 of the Charter, ordinances of the City and laws of the State, and the authority to execute certificates in regard to transcripts submitted to bond counsel to obtain approving opinions for the issuance of notes and bonds of the City.

(Ord. 2022-50. Passed 10-11-22.)

131.03 CITY MANAGER ACTIVITIES

(a) The City Manager, in their capacity as chief administrative and Safety Services officer of the City, is hereby authorized and directed to take any and all actions, including executing contracts for and on behalf of the City, without the approval of the City Council, for the following purposes:

(1) Contracts for public improvements, provided that the expenditure per occurrence or series of occurrences does not exceed the amount set forth in Section 159.05(a);

(2) Contracts necessitated by emergency circumstances, as set forth in Section 159.06;

(3) License and vendor agreements for the reasonable and limited and/or incidental use and access of City property, including in and to the rights of way, provided that the access is for limited purposes and the contract does not extend beyond a period of one year;

(4) Agreements for the reasonable and limited use and access of City property for placement of banners and signage, as set forth in Chapter 1129;

(5) Agreements and/or granting permission to permit maintenance, repairs and replacements of infrastructure and/or improvements in the City right-of-way and/or on City property that pertain to then-existing easements, rights-of-way, or other conditions or encumbrances of record that grant property interests in and to City property;

(6) Undertake any and all other expenditures, transactions, and all other activities that serve to promote and permit the ongoing efficient daily operations and functions of the City that the City Manager deems to be in the best interest of the City and that, in the City Manager's discretion, may reasonably be transacted or undertaken without consent of the City Council, provided that the transaction does not exceed the amount set forth in Section 159.05(a) per occurrence or series of occurrences and the transaction will not extend beyond a period of one year provided, however, that there shall be no monetary limitations or caps for amendments to and modifications of existing written agreements, or entering into and executing new written agreements by and on behalf of the City, for power portfolio purchases pertaining to Huron Public Power and/or Huron Public Power customers due to the ever-changing, and occasionally volatile, nature of the energy markets.

(b) The City Manager shall not knowingly have any conflict of interest in violation of the Ohio Revised Code in any contract entered into as City Manager for and on behalf of the City.

(c) The City Manager is authorized to issue any and all permits or grant approvals required or permitted by then-existing Ordinances, including but not limited to permits for signage.

(Ord. 2022-50. Passed 10-11-22.)

SECTION 5. That Section 159.05– Normal Purchase Procedure and Section 159.06– Emergency Purchases of Chapter 159 (Division of Purchasing) of Chapter 159 of the Codified Ordinances of the City of Huron, which currently read as follows: (refer to Exhibit “C” attached), shall be and hereby are repealed in their entirety.

SECTION 6. That Section 159.05- Normal Purchase Procedure and Section 159.06- Emergency Purchase of Chapter 159 (Division of Purchasing) of the Codified Ordinances of the City of Huron, are hereby amended and restated to read as follows:

159.05 NORMAL PURCHASE PROCEDURE.

All purchases, other than emergency purchases or as otherwise provided in Section 159.03, shall be made in the following manner:

(a) The City Manager is authorized to amend and modify existing written agreements, and enter into and execute new written agreements by and on behalf of the City for expenditures not to exceed Twenty-Five Thousand Dollars (\$25,000.00) per occurrence or series of occurrences for any public improvement, or the purchase or lease of equipment, materials, and supplies, or to obtain professional or personal services or for any other lawful purpose, provided that a current appropriation supports such expenditure and, provided further that there shall be no monetary limitations or caps for amendments to and modifications of existing written agreements, or entering into and executing new written agreements by and on behalf of the City for power portfolio purchases pertaining to Huron Public Power and/or Huron Public Power customers due to the ever-changing, and occasionally volatile, nature of the energy markets. An expenditure exceeding Twenty-Five Thousand Dollars (\$25,000.00) per occurrence or series of occurrences shall not be divided to bring it within the provisions of this section. The City Manager shall notify Council of such expenditure at the next meeting of Council by way of the City Manager’s Report or other method of written communication (e.g., email).

(b) The City may expend up to Twenty-Five Thousand Dollars (\$25,000.00) per occurrence or series of occurrences with the approval of the City Manager or City Manager’s designee, and the Director of Finance, to the extent there are appropriations therefor, for any public improvement, or the purchase of equipment, materials, or supplies, or to obtain professional or personal services or for any other lawful purpose. The City Manager may designate approval to the Director of Finance for purchases made up to Three Thousand Dollars (\$3,000.00). These purchases must be encumbered, and a purchase order issued prior to receipt of services, materials or supplies and disbursement of funds.

(c) The City may expend between Twenty-Five Thousand Dollars (\$25,000.00) per occurrence or series of occurrences and up to Fifty Thousand Dollars (\$50,000.00) per occurrence or series of occurrences with the approval of the City Manager, or City Manager’s designee, and the Director of Finance, to the extent there are current

appropriations therefor, upon the prior approval of a majority of Council, which approval may be given by a motion and vote at any regular or special meeting of Council. Authorization provided by Council shall only be effective if all members of Council are provided a written explanation of the amount and purpose of the proposed expenditure prior to said motion and vote. The City Manager shall provide specifications to Council. Council may request the City Manager or department heads to attempt to obtain at least two quotations, as part of an informal bidding process. These purchases must be encumbered, and a purchase order issued prior to receipt of services, materials or supplies and disbursement of funds.

(d) All requests for the purchase of materials, supplies, or services shall come from the department head involved.

(e) Requests for materials, supplies or services shall be addressed to the City on a requisition form to be provided by the Office of the Director of Finance, or electronically submitted through the Director of Finance's designated software. All requests shall explicitly state the items or services desired.

(f) All requisitions shall be filed, approved, and stored in the Finance Department, which may be done electronically. In accordance with Section 6.12 of the Charter, purchases shall be made by written purchase order signed by the Purchasing Agent. Agreements for construction work shall be made by written contract. Agreements for personal services shall be made by written contract or appointment, signed by the City Manager, or City Manager's designee, acting as Purchasing Agent for the City.

(g) Purchase orders shall be on printed forms as prescribed by the City Manager and the Director of Finance. They shall bear consecutive numbers as to the date of issue.

(h) No purchase order or contract shall be valid as an obligation of the City unless it bears a certificate of the Director of Finance that the estimated amount thereof has been entered as an encumbrance in the City accounts against an allotment based on a valid appropriation.

(i) After the approval of requisitions and after the certificate of the Director of Finance has been signed, which may be electronically, stating that the funds are available for such purchase from the proper fund, the original purchase orders shall be issued to the vendor, supplier, or person rendering the required service.

(j) A second (carbon) copy of every purchase order shall be immediately posted to the encumbrance ledger and such sum shall be subtracted from the respective appropriate account. All second (carbon) copies or purchase orders shall be kept in numerical filing order in the custody of the Director of Finance, unless retained electronically.

(k) All vouchers and warrants for the disbursement of City funds shall bear the purchase order number authorizing such expenditure when so applicable. If there is a difference in the quoted purchase order price and the invoice or final price, such difference shall be reconciled immediately with the encumbrance ledger, with such explanation within the voucher as to difference in price as the Director of Finance or City Manager may require or deem advisable.

(l) The City Manager, together with the Director of Finance, shall sign all warrants, vouchers and checks or any contract involving the disbursement of City funds, which may be done electronically.

(Ord. 2022-50. Passed 10-11-22.)

159.06 EMERGENCY PURCHASES.

(a) Emergency purchases, without recourse to requisition or purchase procedure, may be made by certain authorized employees, including the City Manager, Director of Finance, or a department head, when such emergency action is necessary. Examples of such emergency situations would be in times of military or civil disaster or during periods of the day or night when the required officials would not be available to approve normal purchase procedure and when the unavailability of such officials to approve such purchases would adversely affect the best interest and the day-to-day operations of the City.

(b) When an emergency purchase is made by the City Manager or an authorized employee(s) of the City, a written explanation of such purchase shall be made to the Director of Finance within twenty-four (24) hours after such purchase is negotiated or made. The Director of Finance shall subsequently prepare and sign a purchase order for the emergency purchase, and it shall be filed in the manner prescribed in Section 159.05.


(Ord. 2022-50. Passed 10-11-22.)

SECTION 7. This Council expressly requests that the Clerk of Council place this litigation on the agenda as new business for discussion on the first meeting of each and every December, commencing in December 2023, to permit Council to evaluate the efficacy of this legislation and any modifications, amendments, or changes that Council may wish to entertain, if any.

SECTION 8. 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 9. 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.

ATTEST: 
Clerk of Council


Monty Tapp, Mayor

ADOPTED: 11 OCT 2022

CHAPTER 121

Council

121.01 Rules of Council.**121.02 Filling vacancies of Vice Mayor and Clerk of Council.**

CROSS REFERENCES

Membership; term; vacancies - see CHTR. §2.01, 2.04, 2.05
 Qualifications - see CHTR. §2.02
 Salary - see CHTR. §2.06
 Rules; journal - see CHTR. §2.07
 Powers - see CHTR. §2.08
 Meetings - see CHTR. §2.09
 Clerk of Council - see CHTR. §2.12
 City Manager performing duties of Council Clerk - see ADM. 131.02
 Urban renewal action - see ADM. 191.08

121.01 RULES OF COUNCIL.

I. **MEETINGS.** The regular meetings of Council shall be held in the Council Chambers of the Municipal Building at 6:30 p.m. on the second and fourth Tuesdays of each and every calendar month. Special meetings of Council may be called by the Mayor or by any three members of Council by having the Clerk serve written notice of the call of such meeting upon each member of Council and upon the Mayor, in person or by delivering a copy thereof to the usual place of residence of such persons not less than twelve hours prior to the holding of such meeting. Such notice shall specify the time and place of the holding of such meeting.

Regular work sessions open to the public shall be held in the Council Chambers of the Municipal Building at 6:30 p.m. on the first and third Tuesday of each month, unless a special Council meeting has been called for such day and time, as hereinabove provided, in which event the work session shall be convened immediately following the adjournment of the special meeting.

The Clerk of Council shall, as soon as possible, and on or before January 1 annually thereafter, cause to be published in a newspaper of general circulation in Huron, Ohio, a calendar of the regularly scheduled regular meetings of Council and the regularly scheduled work sessions of Council to be held as hereinabove provided during the succeeding twelve months.

The Clerk of Council shall maintain a current list of the names of the news media who have requested, in writing, notification of special meetings of the Council, and in the event of the scheduling of such a special meeting, the Clerk of Council shall, no later than twenty-four hours prior to the commencement of such special meeting, advise the news media who have requested notification, stating the time, place and stated purpose of the special meeting. Where practical, such notification shall be made in writing by first class mail addressed to such news media at the addresses provided by them to the Clerk of Council. In emergency situations where twenty-four hour notice is not possible, the Clerk of Council shall cause to be made oral notification to such news media representatives by telephone and shall record the fact of such notice in a statement to be attached to the minutes of the meeting.

Upon payment of an annual fee in the amount of ten dollars (\$10.00) on or before January 1 of any year, any person may receive notice of all meetings of the Huron, Ohio City Council.

(Ord. 2005-42. Passed 9-13-05.)

II. **HOLIDAY MEETINGS.** When any regular Council meeting or any regular work session falls due on a legal holiday, or an election day, Council shall meet in regular session or regular work session on the day following, at the place and time set forth in paragraph I above.

III. **JOURNAL.** The Clerk of Council shall keep a written journal of the proceedings of all regular and special Council meetings, which journal shall be promptly recorded and open to public inspection. The journal shall only reflect the general subject matter of discussions held in executive sessions. (Ord. 1975-64. Passed 11-24-75.)

IV. OPEN PROCEEDING. The Mayor shall take the chair at the time appointed for Council to meet, and shall immediately call the members to order; he shall then cause the journal of the preceding session to be read and disposed of, unless otherwise ordered by Council. In the absence of the Mayor, the Vice Mayor of Council shall perform such duties as are imposed upon the Mayor. In the absence of both the Mayor and Vice Mayor of Council, Council may appoint a temporary chairman or President of Council.

V. PRESIDING OFFICERS. The Mayor shall preserve order and decorum, and confine members in debate to the question. He may in common with any other member call any member to order who shall violate any of the rules, and shall, when in the chair, decide all questions of order, subject to any appeal to Council on the demand of two members. On such appeal there shall be no debate, but the member making the appeal may briefly state his reasons for the same, and the presiding officer shall have the same right to a similar statement. The Director of Law shall function as Parliamentarian when requested by the presiding officer.

VI. STANDING COMMITTEES. Standing committees shall be created by motion of any Council member approved by a majority of the members of Council.

The Mayor shall appoint two members to each standing committee immediately following the approval of the motion creating such committee.

The Mayor may at any time remove any member or members of any standing committee and appoint a new member or members of such committee to serve in place of such member or members so removed. (Ord. 1962-20. Passed 7-23-62.)

VII. ORDER OF BUSINESS. The business of the regular meetings of Council shall be transacted in the following order:

1. Roll call;
2. Reading or disposal of the minutes;
3. Old business;
4. New business;
5. City Manager's discussion and reports;
6. Mayor's discussion;
7. Adjournment.

The presiding officer of Council may at any time permit a member to introduce an ordinance, motion or resolution out of the regular order for the same, unless the same be objected to by a majority of the members present. (Ord. 1976-28. Passed 9-27-76.)

VIII. VOTING. Although it is the duty of each Council member to vote on each issue before the Council, a member may abstain, without explanation, if the member states that there is a potential or actual conflict of interest. There is no requirement that the member who abstains obtain the approval or consent of other Council members before that abstention. Any member who refuses to vote on any question when the yeas and nays are being taken, without recognizing the existence of a potential or actual conflict of interest will be deemed guilty of contempt of Council, and may for such contempt be censured by a majority vote of Council.

Roll call voting may be used to place the vote of the individual members on the record. Roll call votes are required to go into Executive Session for the limited purposes defined in Ohio R.C. 121.22 (G). There is no requirement to vote to come out of an Executive Session.

(Ord. 2010-34. Passed 9-14-10.)

IX. REPORTS OF COMMITTEE. The report of any committee of Council or Municipal officer, upon matters referred by Council, shall be made in writing and shall be accompanied by the original papers upon which such report is based, unless otherwise ordered by Council.

If any matters referred by Council to any committee or officer, are not reported upon within two weeks from the time of such reference, such matter shall be brought to the attention of Council by the Clerk, and Council shall take such further action in the premises as it may deem best.

X. MOTIONS, WHEN DEBATABLE; WITHDRAWAL. All motions shall be placed before Council for its consideration without the necessity for a second thereto.

When a motion is made, it shall be stated by the presiding officer before any debate shall be in order. Any such motion, and any amendment thereto, may be withdrawn by the movers thereof at any time before decisions, if a majority of the members then present shall agree thereto.

XI. DIVISION OF QUESTION. Any member may call for a division of the question, or the presiding officer may direct the same, and in either case, the same shall be divided if it comprehends questions so distinct that one being taken away, the other will stand as an entire question for decision.

XII. TO REFER; PRECEDENCE. When there is a question of referring a given subject to a standing committee, or to a select committee, the question of reference to a standing committee shall be put first.

XIII. TO ADJOURN. The motion to adjourn shall always be in order, unless Council is engaged in voting, and the motion to adjourn or to lay on the table, or for the previous question, shall be decided without debate.

XIV. SUBSIDIARY; ORDER OF PRECEDENCE. When a question or proposition is before Council, or under debate, no motion shall be received except the following:

1. To adjourn;
2. To lay on the table;
3. For the previous question;
4. To postpone to a certain day;
5. To commit;
6. To amend;
7. To postpone indefinitely.

The several motions shall have precedence in the order in which they are herein arranged.

XV. INTRODUCTIONS. Ordinances and resolutions shall be introduced only by members of the Council present, except such ordinances and resolutions as may be presented to Council upon written recommendation of some committee of Council or as provided by the City Charter.

XVI. REFERENCE TO COMMITTEE ON RULES AND ORDINANCES. All ordinances of a general or permanent nature, except the ordinances for appropriation, before their final passage, may be referred to the Committee on Rules and Ordinances. It shall be the duty of such Committee as to any ordinance so referred to it, to carefully compare the same with all existing ordinances, upon the subject matter, and it shall report thereon any discrepancy or conflict which may exist therewith. It shall also examine and report upon the form of such discrepancy or conflict or to correct error in form. If any amendment shall be made to any ordinance after the Committee has reported thereon the ordinance may before its final passage be recommitted to such Committee for further report thereon.

XVII. REFERENCE TO COMMITTEES. Any report, resolution, ordinance or matter before Council for consideration, except appropriation ordinances, before their final passage may be referred to a committee specially appointed by the Mayor. Any such committee shall consider the matter thus referred to it and report thereon to Council without unnecessary delay. Any matter referred to a committee may be taken from the hands of such committee for consideration by a two-thirds vote of Council at any time prior to report of such committee.

XVIII. APPEARANCES BEFORE COUNCIL. Any person, group or delegation wishing to appear before Council at any regular or special Council meeting shall direct a letter to the Clerk of Council in such time that he will receive it not less than forty-eight hours before the time of the Council meeting. The letter shall clearly state the purpose of the appearance and the approximate number of persons who will appear in the group.

XIX. DEBATES AND DISCUSSIONS. No member of Council while Council is in session shall engage in debate or discussion with any one save another member of Council or the Mayor or some person who has either been granted by Council the privilege to address Council or is present at a Council meeting on invitation of Council. All such debate or discussion shall be governed by Robert's Rules of Order.

XX. HEARINGS. If any elector or electors or taxpayers of the City or any other person or persons desire a hearing on any matters pending before Council, application may be made therefor to Council and Council may by a two-thirds vote grant such public hearing by arranging for a special time and place therefor which must not be during any regular or special meeting of Council.

XXI. RESIGNATION. The resignation of a member of Council shall not take effect until the same has been accepted by a vote of the majority of the members exclusive of the person tendering the resignation.

XXII. ROBERT'S RULES OF ORDER. In the absence of any rule upon the matter of business, Council shall be governed by Robert's Rules of Order.

XXIII. AMENDMENTS. These rules may be amended or altered or new rules adopted by a vote of the majority of all the members elected at any meeting of Council, on the report of a committee to which the subject has been referred at a previous meeting.

XXIV. SUSPENSION OF RULES. These rules or any of them may be temporarily suspended at any meeting of Council, by a concurrent vote of the majority of all members elected, except when a greater number is required by law or by these rules. The vote on such suspension shall be taken by the yeas and nays and entered

on the journal. In case any rule herein shall not have been adhered to by Council, the same shall be regarded as having been suspended. (Ord. 1962-20. Passed 7-23-62.)

121.02 FILLING VACANCIES OF VICE MAYOR AND CLERK OF COUNCIL.

(a) A vacancy in the office of Vice Mayor shall be filled within thirty days by Council selecting from among its members one to serve as Vice Mayor to fill such office for the unexpired term of his predecessor.

(b) A vacancy in the office of Clerk of Council shall be filled within thirty days, by a majority vote of the members of Council, selecting from outside its membership one to serve as Clerk of Council to fill such office for the unexpired term of his predecessor.

(Ord. 1970-26. Passed 4-27-70.)

CHAPTER 131**City Manager****131.01 Administrative authority and powers.****131.02 Performing duties of Clerk of Council.****CROSS REFERENCES**

Appointment; removal - see CHTR. §4.01, 4.04

Duties - see CHTR. §4.02

Absence or disability - see CHTR. §4.03

Relation to Council - see CHTR. §4.05

Contract interest - see CHTR. §5.08

City Manager exempt - see CHTR. §8.02

Community Development Director - see ADM. 155.01

Administrative Services Director - see ADM. 157.02

City Manager to act as Purchasing Agent for the City - see ADM. 159.01 et seq.

Bond required - see ADM. 163.01

Manager to supervise urban renewal and redevelopment activities - see ADM. 191.04 et seq.

131.01 ADMINISTRATIVE AUTHORITY AND POWERS.

The City Manager shall have full authority to prescribe and enforce administrative policy and procedure and to prescribe and enforce administrative rules and regulations for all departments, divisions, officers and employees of the City as he may deem necessary to the performance of his duties as City Manager and to the efficient operation of the entire City government.

The City Manager shall have full authority to prescribe the use of various forms and procedures as he shall approve for the conduct of the City's affairs. Further, he shall prescribe and/or approve the use of various reports and forms for the various departments, divisions, officers and employees, either regularly, or from time to time, for his, the Mayor's or the Council's information and use.

He may require the submission of regular or special reports from any department, division, office, officer or employee to be used in the administrative direction and control of the City.

The City Manager shall have the power to make or delegate to department heads, rules and regulations to govern management practices. (Ord. 1962-20. Passed 7-23-62.)

131.02 PERFORMING DUTIES OF CLERK OF COUNCIL.

The City Manager shall perform the duties of Clerk of Council during the disability or temporary absence of the Clerk. Such duties shall include those duties imposed upon the Clerk of Council by Section 2.12 of the Charter, ordinances of the City and laws of the State, and the authority to execute certificates in regard to transcripts submitted to bond counsel to obtain approving opinions for the issuance of notes and bonds of the City.

(Ord. 1976-37. Passed 11-22-76.)

CHAPTER 159**Division of Purchasing**

- 159.01 Creation and composition.**
- 159.02 Agent's general purchasing power.**
- 159.03 Formal bidding requirements.**
- 159.04 Manager may seek Council approval.**
- 159.05 Normal purchase procedure**
- 159.06 Emergency purchases.**
- 159.07 Design professional selection law waived.**

CROSS REFERENCES

Purchasing agency established - see CHTR. §5.05
 Competitive bidding - see CHTR. §5.06
 Contracts - see CHTR. §5.07 et seq.
 Purchasing procedure - see CHTR. §6.12
 Division established; head - see ADM. 157.01

159.01 CREATION AND COMPOSITION.

There is hereby created a Division of Purchasing which shall be composed of the Purchasing Agent as established by Section 5.05 of the City Charter. The City Manager, or his designee, shall act as Purchasing Agent for the City.

(Ord. 2010-16. Passed 5-25-10.)

159.02 AGENT'S GENERAL PURCHASING POWER.

Unless otherwise provided for in this chapter, the Purchasing Agent shall make all purchases and contracts for the purchase of supplies, materials and equipment required by the City. (Ord. 2010-16. Passed 5-25-10.)

159.03 FORMAL BIDDING REQUIREMENTS.

(a) The City shall procure expenditures in accordance with the bidding requirements set forth in Ohio R.C. 735.05, except as otherwise provided in this Chapter or by separate ordinance of Council.

(b) In all circumstances, the Council reserves the right to reject any and all bids and to waive informalities in bidding.

(c) In all cases of expenditures exceeding bidding threshold set forth in Ohio R.C. 735.05, the requirements of division (a) of this Section may be waived by Council if the expenditure falls within one of the following categories. In all cases, the purchase shall be approved by Council.

- (1) Purchase from the State under Ohio R.C. 125.04 or 5513.01.
- (2) Purchase from a governmental body.
- (3) Purchase of professional service.
- (4) Emergency purchases.
- (5) Purchases incapable of being competitively bid, such as sole source providers.
- (6) Purchases from another supplier upon equivalent terms, conditions, and specifications but a lower price than is offered by the State under Ohio R.C. 124.04(c).

(d) In cases of public disaster, declared by Council resolution adopted by unanimous vote of those members present, provided that a quorum is present, any purchase may be made in the open market.

(e) The City may prepare "blanket" certificates in accordance with ORC Section 5705.41, not to exceed current appropriations and \$100,000 for each "blanket" certificate.

(Ord. 2019-18. Passed 8-27-19.)

159.04 MANAGER MAY SEEK COUNCIL APPROVAL.

The approval of the City Council of any purchase, irrespective of the amount involved, shall be required when ordered by the City Manager.

(Ord. 2010-16. Passed 5-25-10.)

159.05 NORMAL PURCHASE PROCEDURE.

All purchases, other than emergency purchases or as otherwise provided in Section 159.03, shall be made in the following manner:

- (a) The City may expend up to twenty-five thousand dollars (\$25,000) with the approval of the City Manager or his designee, and the Director of Finance, to the extent there are appropriations therefor, for any public improvement, or the purchase of equipment, materials, or supplies, or to obtain professional or personal services or for any other lawful purpose. The City Manager may designate approval to the Director of Finance for purchases made up to three thousand dollars (\$3,000.00). These purchases must be encumbered, and a purchase order issued prior to receipt of services, materials or supplies and disbursement of funds.
- (b) The City may expend between twenty-five thousand dollars (\$25,000) and up to fifty thousand dollars (\$50,000) with the approval of the City Manager, or his designee, and the Director of Finance, to the extent there are current appropriations therefor, upon the prior approval of a majority of Council, which approval may be given by a motion and vote at any regular or special meeting of Council. Authorization provided by Council shall only be effective if all members of Council are provided a written explanation of the amount and purpose of the proposed expenditure prior to said motion and vote. The City Manager or Purchasing Agent shall provide specifications to Council. Council may request the City Manager or department heads to attempt to obtain at least two quotations, as part of an informal bidding process. These purchases must be encumbered, and a purchase order issued prior to receipt of services, materials or supplies and disbursement of funds.
- (c) All requests for the purchase of materials, supplies, or services shall come from the department head involved.
- (d) Requests for materials, supplies or services shall be addressed to the Purchasing Agent on a requisition form to be provided by the Office of the Director of Finance, or electronically submitted through the Director of Finance's designated software. All requests shall explicitly state the items or services desired.
- (e) All requisitions shall be filed, approved, and stored in the Finance Department, which may be done electronically. In accordance with Section 6.12 of the Charter, purchases shall be made by written purchase order signed by the Purchasing Agent. Agreements for construction work shall be made by written contract. Agreements for personal services shall be made by written contract or appointment, signed by the City Manager, or his designee, acting as Purchasing Agent for the City.
- (f) Purchase orders shall be on printed forms as prescribed by the City Manager and the Director of Finance. They shall bear consecutive numbers as to the date of issue.
- (g) No purchase order or contract shall be valid as an obligation of the City unless it bears a certificate of the Director of Finance that the estimated amount thereof has been entered as an encumbrance in the City accounts against an allotment based on a valid appropriation.
- (h) After the approval of requisitions and after the certificate of the Director of Finance has been signed, which may be electronically, stating that the funds are available for such purchase from the proper fund, the original purchase orders shall be issued to the vendor, supplier, or person rendering the required service.
- (i) A second (carbon) copy of every purchase order shall be immediately posted to the encumbrance ledger and such sum shall be subtracted from the respective appropriate account. All second (carbon) copies or purchase orders shall be kept in numerical filing order in the custody of the Director of Finance, unless retained electronically.
- (j) All vouchers and warrants for the disbursement of City funds shall bear the purchase order number authorizing such expenditure when so applicable. If there is a difference in the quoted purchase order price and the invoice or final price, such difference shall be reconciled immediately with the encumbrance ledger, with such explanation within the voucher as to difference in price as the Director of Finance or City Manager may require or deem advisable.
- (k) The City Manager, together with the Director of Finance, shall sign all warrants, vouchers and checks or any contract involving the disbursement of City funds, which may be done electronically.

(Ord. 2019-18. Passed 8-27-19.)

159.06 EMERGENCY PURCHASES.

Emergency purchases, without recourse to requisition or purchase procedure, may be made by the City Manager, Director of Finance, Purchasing Agent, a department head, when such emergency action is necessary. Examples of such emergency situations would be in times of military or civil disaster or during periods of the day or night when the required officials would not be available to approve normal purchase procedure and when the unavailability of such officials to approve such purchases would adversely affect the best interest and the day-to-day operations of the City. When an emergency purchase is made by any of the authorized employee(s) of the City, a written explanation of such purchase shall be made to the Purchasing Agent of the City within

twenty-four (24) hours after such purchase is negotiated or made. The Purchasing Agent and Director of Finance shall subsequently prepare and sign a purchase order for the emergency purchase and it shall be filed in the manner prescribed in Section 159.05.

(Ord. 2010-16. Passed 5-25-10.)

159.07 DESIGN PROFESSIONAL SELECTION LAW WAIVED.

(a) The provisions of Ohio R.C. 153.65 through 153.71 shall not be applicable in the City.

(b) In addition to meeting existing ordinances and Charter provisions as to contracts and purchases, the City Manager is authorized to establish such further procedures as are deemed to be in the City's best interests for the selection of design professionals.

(Ord. 2010-16. Passed 5-25-10.)



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Ordinance No. 2025-1 (*submitted by Todd Schrader*)
DATE: January 14, 2025

Subject Matter/Background

Ordinance No. 2025-1 seeks to ratify the recordation of the Plat of the Turtle Bay Subdivision back in October of 2004. The administration recently discovered that the Plat of the Turtle Bay Subdivision was never formally approved by Council via ordinance, although it was approved by motion and the Plat was recorded with the Erie County Recorder in October of 2004. The owner(s) of the development properly applied for, and received on March 17, 2004, the Planning Commission's approval for an amendment to their PUD Plan (originally approved by Ordinance No. 1999-12 adopted on June 14, 1999) and Plat. A copy of Ordinance No. 1999-12 is attached hereto as Exhibit "1." The Building Department Report and minutes of the Planning Commission meeting of March 17, 2004 are attached hereto as Exhibit "2."

The matter was subsequently set for a public hearing before Council on April 26, 2004. Council held its public hearing on that date, which was followed by a motion stating, "Motion (by Shearer) that Council approve the Turtle Bay Panned Unit Development with the stipulation that the ingress/egress shown on the southwest corner of the property be restricted solely to emergency use, that the pathway be closed off to any and all other traffic and that such stipulation be strictly enforced." This motion was passed by a vote of 6 Ayes, and 0 Nays. A copy of the minutes of the Public Hearing and regular Council meeting is attached hereto as Exhibit "3."

Staff recently discovered that the prior Council did not pass a subsequent Ordinance approving said Plat (although said Plat was recorded with the Erie County, Ohio Recorder's Office on October 15, 2004) when reviewing the file pursuant to the recent filing of an application to amend the Turtle Bay PUD Plat regarding setbacks on a specific parcel. This legislation seeks to ratify the recordation of that Plat per the prior Council's approval via motion on April 26, 2004. This ratification is required in order to properly process the recent application to amend said Plat.

Staff is requesting adoption of this Ordinance as an emergency measure in order to have the Plat authorized prior to the Public Hearing set for January 28, 2025 on the pending application.

Financial Review

There is no financial impact relating to this legislation other than the fee to record this Ordinance with the Erie County, Ohio Recorder.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2025-1 as an emergency measure is in order.

[Ordinance No. 2025-1 Exh 1 Ord 1999-12 \(adopted 6-14-99\) Turtle Bay PUD.pdf](#)
[Ordinance No. 2025-1 Exh 2 PC Report and Minutes 3-17-04.pdf](#)
[Ordinance No. 2025-1 Exh 3 Council Minutes 4-26-04.pdf](#)
[Ordinance No. 2025-1 Turtle Bay 2004 Plat Ratification Emergency \(2\).docx](#)
[Ordinance No. 2025-1 Exh A Turtle Bay Plat 2004.pdf](#)

ORDINANCE NO. 1999-12

**AN ORDINANCE APPROVING THE FINAL
DEVELOPMENT PLAN FOR THE TURTLE BAY
PLANNED RESIDENTIAL DEVELOPMENT AND
DECLARING AN EMERGENCY**

WHEREAS, the Planning Commission has approved the final plan of the planned residential development known as Turtle Bay and submitted said plan to the Council with several stipulations; and

WHEREAS, the City Council has held a public hearing on such final plan and stipulations as submitted by the Planning Commission; and

WHEREAS, the Council finds the final plan and stipulations to be acceptable to it,


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

SECTION 1: The final development plan for the Turtle Bay planned residential development be, and the same hereby is, approved subject to the owners complying with the following stipulations:

1. If a pool is built within the development, it shall be built in the Northwest corner.
2. The semi-circular entrance drive shall be at least 20' in width with asphalt curbing on the outside of the radius only.
3. The main entrance road shall be at least 26' in width and constructed of asphalt with asphalt curbing on both sides and with adequate storm sewers.

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that immediate approval is necessary to allow developer to proceed with the planning and construction of the development; **WHEREFORE**, this Ordinance shall be in full force and effect from and immediately following its adoption.

ATTEST:


Clerk of Council


Mayor

ADOPTED: JUN 14 1999, 1999

**HURON PLANNING COMMISSION
BUILDING DEPARTMENT REPORT
March 17, 2004**

**Turtle Bay Planned Unit Development (PUD)
Cleveland Road West**

Greg Hill, the principal owner of the development, is asking for your approval on a change to this plan. It is a rather drastic change, one that will completely change the development but it appears that this type of complex did not work there.

Their original plan, approved in 1996, showed 54 attached condominium units in three (3) buildings, and five single family lots along the entrance road. Because the complex is not progressing as expected, Mr. Hill is asking your permission to amend his original plan to include the following changes:

1. Reduce the number of attached condos to what has already been constructed.
(12 units)
2. Increase the number of single-family lots from five (5) to sixteen (16).
3. Added a number of storage buildings, (to be used by residents of the development) along Cleveland Road West in the south western corner of the development. From the plan, it appears the buildings will be hidden from view by a mound and landscape buffer.
4. Added a ten (10) foot access easement to the beach for residents of the development along the west side of the existing condo building.
5. Added an addition ten (10) foot access easement beside of the pedestrian easement from equipment access to the breakwall.

The process for amending a PUD is as follows:

1. Planning Commission consideration and recommendation to the City Council.
2. City Council receives the Commission's recommendation and schedules a Public Hearing on the amendment.
3. If the Council agrees with the amendment, legislation is passed approving the amended PUD.

Please contact me with any questions.

CITY OF HURON
PLANNING COMMISSION MINUTES
March 17, 2004

Chairman Saferstein called the regular meeting of the Planning Commission to order at 7:30 PM., on Wednesday, March 17, 2004. The meeting was held in the Huron City Council Chambers, 417 Main Street, Huron, Ohio. Attending were Mr. Saferstein, Mr. Watt, Ms. Thornhill, and Mr. Walderzak. Also in attendance were Administrative Assistant Tammy Boos and Building Official John Zimmerman. Mr. Moser was absent.

In the first order of business, the Commission approved the October 15, 2003, minutes as printed. Mr. Watt asked if the Council had planned for the installation of sidewalks in the 2004 budget and Ms. Thornhill said she was not sure because of the budget situation. He said he still wanted a sidewalk policy instituted so sidewalks that are required in subdivisions finally terminate at other sidewalks.

The second order of business was the election of officers for 2004. Mr. Walderzak made a motion to nominate the same slate of officers that served in 2003. (Mr. Saferstein, Chairman, and Mr. Moser, Vice-Chairman) Mr. Watt seconded the motion and it passed unanimously. Mr. Saferstein asked Mr. Zimmerman to contact Mr. Moser and inquire if his schedule will allow him to attend a majority of the meetings in the coming year.

The third order of business was consideration of an amendment to the Turtle Bay Planned Unit Development. Mr. Zimmerman told the Commission that the original approval was given in 1996. The approval included fifty-four (54) attached single-family units, in three (3) buildings, and five (5) detached single-family lots. The proposed amendment would eliminate all of the attached units with the exception of the twelve (12) that are already built in the existing building and would increase the detached single-family lots to sixteen (16). The roadway would remain private and the utilities would be public. There was a discussion on the second ingress/egress shown on the revised plan at the southwest corner of the parcel. Mr. Zimmerman said this shown for future consideration and may never be built. Greg Hill, the developer, told the Commission this was for an egress/ingress if one was ever requested by the Fire Division. He continued that it would never be public and would be chained-off for emergency vehicles only, if ever needed. There was also a discussion on the additional storage units that were shown on the southwest corner of the parcel. Mr. Hill said these were for the owners of lots or units in the development and were not for the public. He also said they may or may not be built but he wanted to show it on the plan so everyone was aware that it might be built in the future. Mr. Watt said he felt the Commission should be notified before the storage buildings are constructed. Mr. Hill said he had no problem with that. After a (continued) discussion, a motion was made by Watt to approve the amendment as submitted with the stipulation that the storage buildings will be resubmitted to the Commission before they are constructed. The motion was seconded by Mr. Walderzak and passed unanimously.

The next order of business was the consideration of an amendment to the Urban Renewal regulations pertaining to Parcel 6b. Mr. Zimmerman explained that this is the Anchorpoint parking lot which is located between Main and Williams Streets. The situation was brought to the City's attention by the owner of the lot, Anchorpoint Development, which was represented by both Robert Tracht and Bill Kaman at the

PLANNING COMMISSION MINUTES

March 17, 2004

meeting tonight. Mr. Zimmerman continued that the lot is privately owned, but open to both the public and the patrons and employees of the Anchorpoint area for parking. He continued that Mr. Tracht has had problems in the past with area residents parking in the lot, including large vehicles, and approached the City for assistance in controlling the use of property. He (Mr. Zimmerman) introduced the amendment in the form of an ordinance to the Commission and explained that it would limit the use of the lot to employees and patrons of the Anchorpoint complex and the Boat Basin area. The lot would still be privately owned but would fall under the same requirements as does the Southport parking lot (Parcel 6c) and the Advanced Strategies parking lot (Parcel 2a). There was a lengthy discussion during which Mr. Walderzak said he was very hesitant to recommend such an ordinance because this lot, the Rivers Edge Inn's upper lot, and the Municipal lot are the only off-street public parking areas in the downtown. If this were approved, a third of the downtown's public parking spaces would be eliminated. He said Mr. Tracht bought the lot at a reduced price over that charged other purchasers of property in the area during Urban Renewal because of the lot's public access requirement and felt there should be another way of controlling the area without eliminating the public parking allowance. Mr. Tracht said he was not permitted any input in this ordinance and, as a matter of fact, had to request a copy after it was completed. He said he never requested that the public not be allowed to park there but just wanted some type of control. He told the Commission that the Police Chief told him he could not have abandoned vehicles removed because of the public status of the lot. Mr. Zimmerman said he had not talked with the Chief but felt the Code allows abandoned vehicles to be removed from any area of the City. The discussion continued with Ms. Thornhill asking Mr. Tracht what causes the most problem and Mr. Tracht answered that it was the heavy vehicles and abandoned car. Mr. Watt said he was very confused and would like a map of the area showing the particular parking lots and their allowable uses. Mr. Zimmerman said he had written a report for the City Manager and the Law Director describing each lot in the Urban Renewal area and the use of each and he would get the Commission a copy of the report. Mr. Saferstein asked Mr. Zimmerman if the City Council could over rule them in this matter and Mr. Zimmerman said the Council is permitted to over rule the Commission on any decision they make but they have done that in a very limited basis in the past. Mr. Tracht again said he had no input in this ordinance and felt there might be other alternatives. Mr. Kaman said he did not feel it was right to own a piece of property but have no control over the use of the same. With that, Mr. Zimmerman suggested that the matter be tabled until representatives of the Anchorpoint Development Corp. meet with Mr. McDermond and Mr. Tann to finalize the details of the proposed amendment. He continued that he attended a meeting with the applicant, along with Mr. Tann, Mr. McDermond, and Chief Glovinsky and it was his impression after that meeting that the owners were asking to eliminate public parking. He added, if the applicants feel there are other alternatives, this proposal should be tabled to provide the opportunity for those alternatives to be explored. He concluded his remarks by assuring the members he would not bring it back to the Commission until all involved parties signed-off on the

PLANNING COMMISSION MINUTES
March 17, 2004

new proposal. With that, a motion was made by Mr. Walderzak to table the matter. The motion was seconded by Mr. Watt and passed unanimously.

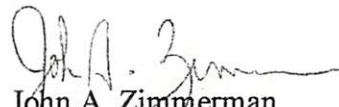
Next was the Council representative's report. Ms. Thornhill told the Commission that the Bogart Road project was finalized, the South Main Street sidewalks were still being studied, and the Council requested more information from the Design Review Board's expansion of authority idea. Mr. Zimmerman told the Commission that they would be involved in any expansion of the Board's authority as it is an amendment of the Zoning Code.

Mr. Watt asked Mr. Zimmerman about the residential addition project at 913 South Main and Mr. Zimmerman said that received a variance from the Board of Appeals. Mr. Watt also asked if the City Council had adopted any type of sidewalk policy and if there was money in the 2004 budget for sidewalk construction. Mr. Zimmerman said he was not part of the budget process this year but Mr. Watt's question will be referred to the City Manager. Ms. Thornhill said she felt the budget was very tight but would report back to the Commission on the status of sidewalk improvements.

In the last order of business, Ms. Boos handed out three (3) additional chapters of the Long Range Plan for the Commission's review.

With no further business for the Commission, the meeting was adjourned at 9:20 PM..

Respectfully submitted,


John A. Zimmerman
Secretary

THE CITY OF HURON, OHIO
Proceedings of the City Council
Regular Meeting of April 26, 2004 - 7:30 p.m.

A regular meeting of the City Council of the City of Huron, Ohio was called to order by Vice Mayor Terry E. Graham, Sr., on Monday, April 26, 2004 at 7:30 p.m. in the Council Room of the Huron City Hall, 417 Main Street, Huron, Ohio.

The Vice Mayor called upon Rev. Ray Vance from Zion Lutheran Church who gave a Prayer after which he led in saying the Pledge of Allegiance to the Flag. He directed the Clerk to call the roll and the following members of Council answered present: **Graham, Shearer, Asher, Schaffter, Wennes, Thornhill**. Mr. Graham said Mr. Ginesi asked to be excused because of a family obligation. **Motion by Thornhill that Mr. Ginesi be excused from the meeting.** The Vice Mayor directed the Clerk to call the roll on the motion. Members of the Council voted as follows:

AYES: Thornhill, Graham, Shearer, Asher, Schaffter, Wennes (6)

NAYS: None (0)

There being more than a majority voting in favor of the motion, the Vice Mayor declared the motion passed.

Also present were: City Manager, **Mike Tann**, and Clerk of Council, **Phyllis Wassner**. Departments present: Fire Chief, **Paul Berlin**. Boards represented: **Mel Saferstein**, Chairman of the Planning Commission. Law Director, **Lee McDermond** was excused as he was on vacation.

Motion by Asher that the minutes of the regular meeting of April 12, 2004 be approved as printed and received. Mr. Graham directed the Clerk to call the roll on the motion. Members of the Council voted as follows:

AYES: Asher, Schaffter, Wennes, Thornhill, Graham, Shearer (6)

NAYS: None (0)

There being more than a majority voting in favor of the motion, the Vice Mayor declared the motion passed.

The Vice Mayor asked if there was anyone in the audience who would like to speak. There were no comments. Next was a scheduled public hearing. **Motion by Shearer that the regular meeting be recessed for the purpose of holding a public hearing on the proposed changes to the Turtle Bay Planned Unit Development.** Mr. Graham directed the Clerk to call the roll on the motion. Members of the Council voted as follows:

AYES: Shearer, Asher, Schaffter, Wennes, Thornhill, Graham (6)

NAYS: None (0)

There being more than a majority voting in favor of the motion, the Vice Mayor declared the motion passed and the public hearing to order at 7:34 p.m. Mrs. Shearer asked Mr. Saferstein if the Planning Commission discussed or asked if there were any covenants to be included in the deeds regarding square footage, height of buildings, exterior materials or architectural design. Mr. Saferstein said no. She asked if there were any provisions about how many trees would be retained. Mr. Saferstein stated no, that nothing was indicated by the developer about trees. Mr. Saferstein stated the Commission had some concerns about the storage shed and about a road along the side of the development. Mrs. Shearer stated she was concerned about the road because it meant another curb cut. She said there were twenty cuts now between the coves and would not like to see another one. Mrs. Shearer said she wanted to make a motion about the plan. Mr. Asher pointed out that motions cannot be made in a public hearing but after the public hearing is closed a motion could be made. The Vice Mayor recognized Mr. Saferstein who noted the Planning Commission understood the ingress/egress at the southwest corner of the property was for emergency vehicles only. The Clerk noted this was addressed by the Planning Commission and it is in the minutes of their meeting of April 21, 2004. Mr. Graham stated it was also in the memo from the Building Official. There were no further comments. **Motion by Asher that the public hearing be closed.** The Vice Mayor directed the Clerk to call the roll on the motion. Members of the Council voted as follows:

AYES: Asher, Schaffter, Wennes, Thornhill, Graham, Shearer (6)

NAYS: None (0)

There being more than a majority voting in favor of the motion, the Vice Mayor declared the motion passed and the regular meeting of April 26, 2004 reconvened at 7:39 p.m.

Under Old Business, Mr. Graham asked if there were any more comments before Mrs. Shearer makes here motion. Mrs. Shearer stated she felt once the development is completed, the people living on the westerly side of the development would not want to go east to get out of the development and that is why she is making sure that it is in the minutes that traffic would be restricted to emergency use for that road. **Motion by Shearer that Council approve the Turtle Bay Planned Unit Development with the stipulation that the ingress/egress shown on the southwest corner of the property be restricted solely to emergency use, that the pathway be closed off to any and all other traffic and that such stipulation be strictly enforced.** Mr. Graham noted in the memo dated April 26th from John Zimmerman, John also mentions the stipulation. He directed the Clerk to call the roll on the motion. Members of the Council voted as follows:

AYES: Shearer, Asher, Schaffter, Wennes, Thornhill, Graham (6)

NAYS: None (0)

There being more than a majority voting in favor of the motion, the Vice Mayor declared the motion passed.

The Vice Mayor called upon the City Manager who stated the City has received a grant from the Ohio Department of Natural Resources for assistance in the enforcement of water patrol. He stated this is the second year we have received this grant. He stated the money must be spent first and then we draw down a reimbursement for it. **Motion by Wennes that Resolution No. 2004-19 (A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WATERCRAFT, FOR A MARINE LAW ENFORCEMENT PATROL PROGRAM IN THE CITY OF HURON) be placed upon its first reading.** The Vice Mayor directed the Clerk to call the roll on the motion. Members of the Council voted as follows:

AYES: Wennes, Thornhill, Graham, Shearer, Asher, Schaffter (6)

NAYS: None (0)

There being more than a majority voting in favor of the motion, the Vice Mayor declared the motion passed. He directed the Law Director to read the resolution by its title only. This is part of the 2004 budget. If we go over the amount of the grant, we would have to take additional funds out of the City's budget. Mr. Wennes asked if there were statistics on running the boat in the past. Chief Berlin stated there is no set schedule. The costs for the boat are shared so grant money does help with the maintenance costs of the boat and fuel. The Vice Mayor stated that Resolution No. 2004-19 had been read and directed the Clerk to call the roll on the adoption of Resolution No. 2004-19. Members of the Council voted as follows:

AYES: Wennes, Thornhill, Graham, Shearer, Asher, Schaffter (6)

NAYS: None (0)

There being more than a majority voting in favor of the motion, the Vice Mayor declared that Resolution No. 2004-19 had been adopted. The resolution as adopted was signed by the Vice Mayor and Clerk of Council.

Next was consideration of setting a date, time and place for a public hearing on the placement of farmland into an agricultural district. Mr. Tann stated the applications are forwarded to the City from the County Auditor. The Clerk noted that per the Ohio Revised Code, Section 929.02, Council must hold a public hearing on the matter. **Motion by Asher that a public hearing be set for May 10, 2004 at 7:30 p.m. on the placement of farmland into an agricultural district.** The Vice Mayor directed the Clerk to call the roll on the motion. Members of the Council voted as follows:

AYES: Asher, Schaffter, Wennes, Thornhill, Graham, Shearer (6)

NAYS: None (0)

There being more than a majority voting in favor of the motion, the Vice Mayor declared the motion passed.

The Vice Mayor called upon the City Manager to report on Resolution Nos. 2004-20 and 2004-21. Mr. Tann stated a few weeks ago Council passed Resolution No. 2004-5 which was a request from the Police and Fire Pension Fund so they would have it on record so they could continue to collect and distribute the pension funds for the Police and Fire. He stated we received a letter thanking us for doing that but they wanted it in two resolutions, one for Police and one for Fire. This was discussed with Law Director Lee McDermond. He suggested that we do not repeal the initial resolution because it was passed on time; and just in case someone else in the pension fund office decides we are late because we are passing these after the initial due date, the original will still be on the books. He stated there still may be some question on the correct nomenclature in the resolutions. The Clerk indicated that Mr. McDermond approved the resolutions before he left and that she also had Duffield Milkie of Lee's office look at them. Mr. Milkie stated he thought we were in compliance with everything the State wanted.

Motion by Thornhill that Resolution No. 2004-20 (A RESOLUTION DETERMINING TO CONTINUE TO PICKUP THE MANDATORY CONTRIBUTIONS BY EMPLOYEES WHO ARE MEMBERS OF THE OHIO POLICE OFFICERS PENSION FUND) be placed upon its first reading. The Vice Mayor directed the Clerk to call the roll on the motion. Members of the Council voted as follows:

AYES: Thornhill, Graham, Shearer, Asher, Schaffter, Wennes (6)

NAYS: None (0)

There being more than a majority voting in favor of the motion, the Vice Mayor declared the motion passed. He directed the Law Director to read the resolution by its title only. The Vice Mayor stated that Resolution No. 2004-20 had been read and directed the Clerk to call the roll on the adoption of Resolution No. 2004-20. Members of the Council voted as follows:

AYES: Thornhill, Graham, Shearer, Asher, Schaffter, Wennes (6)

NAYS: None (0)

There being more than a majority voting in favor of the motion, the Vice Mayor declared that Resolution No. 2004-20 had been adopted. The resolution as adopted was signed by the Vice Mayor and Clerk of Council.

Motion by Shearer that Resolution No. 2004-21 (A RESOLUTION DETERMINING TO CONTINUE TO PICKUP THE MANDATORY CONTRIBUTIONS BY EMPLOYEES WHO ARE MEMBERS OF THE OHIO FIRE FIGHTERS PENSION FUND) be placed upon its first reading. The Vice Mayor directed the Clerk to call the roll on the motion. Members of the Council voted as follows:

AYES: Shearer, Asher, Schaffter, Wennes, Thornhill, Graham (6)

NAYS: None (0)

There being more than a majority voting in favor of the motion, the Vice Mayor declared the motion passed. He directed the Law Director to read the resolution by its title only. The Vice Mayor stated that Resolution No. 2004-21 had been read and directed the Clerk to call the roll on the adoption of Resolution No. 2004-21. Members of the Council voted as follows:

AYES: Shearer, Asher, Schaffter, Wennes, Thornhill, Graham, (6)

NAYS: None (0)

There being more than a majority voting in favor of the motion, the Vice Mayor declared that Resolution No. 2004-21 had been adopted. The resolution as adopted was signed by the Vice Mayor and Clerk of Council.

Next was Council consideration of setting a date, time and place for a public hearing on the proposed change to the Urban Renewal Plan as it relates to Parcel 6b. Mr. Tann stated this is a result of several meetings held with Mr. Tracht over the Anchorpoint parking and controls over the lot. Mr. Graham asked how we arrived at restrictions of a 72 hr. parking limit and gross vehicle weight of 10,000 lbs. Mr. Saferstein said this was recommended by John Zimmerman. The 72 hours was to accommodate the people who may be using the marina. The enforcement of these rules would be up to Mr. Tracht and he would put up signage to that effect. After more discussion, **motion by Asher**

that the public hearing on the Urban Renewal Plan change be set for June 14, 2004 at 7:30 p.m. in the City Council Chambers at City Hall. The Vice Mayor directed the Clerk to call the roll on the motion. Members of the Council voted as follows:

AYES: Asher, Schaffter, Wennes, Thornhill, Graham, Shearer (6)

NAYS: None (0)

There being more than a majority voting in favor of the motion, the Vice Mayor declared the motion passed.

Mr. Graham asked if there was any further new business to come before Council. There was none. Mr. Tann reported the City received from the Corps of Engineers today their approval of the engineering drawings submitted for the Riverside Drive Project. He stated we will continue to proceed on this and he had informed Donna Kirkbride at the State of this. She indicated as long as we are making progress there should be no problem in the time span being exceeded.

Mrs. Thornhill asked about the public hearing on West Drive noting that it appears that hearings are scheduled on April 22nd and May 15th at the Library which are for the same purpose. Mr. Tann stated both the hearings are being called by the Ohio EPA with the one in April for West Dr. and the one in June for Riverside Dr. He noted the e-mail from Julie Hewlett should say Riverside Dr. for the June hearing. Mr. Schaffter asked if anything can be done to make the old dump site on Rt. 13 (Mudbrook Rd.) look better. Mr. Tann stated that is scheduled to be cleaned up as soon as Dan Hoppe returns from vacation next week. Mr. Schaffter referred to comments received about the First Energy cases before the Public Utilities Commission of Ohio. He stated the action before the PUCO is to keep everything as is through 2008. He stated there was nothing in there about raising rates. He stated the matter will go to open market at the end of 2006 and if it does, it will be just like the gas rates with supply and demand, and the residential customers are the ones who will pay.

Mrs. Shearer asked the status of JP's Downunder since the insurance has lapsed. Mr. Tann stated the deck is off limits, the signs are posted and Council could order it to be torn down if it was their desire. The Vice Mayor asked Mr. Tann for a recommendation on how long we should wait to see if Jay P would do anything different with his insurance. Chief Berlin stated with summer coming, JP's would probably want to use the deck. He stated the problem with the animals living under the deck appears to have been corrected. Mr. Asher stated as long as we are not letting JP's use the deck, who is responsible for maintaining the deck. He felt that if he wasn't permitted to use the deck, then the responsibility would fall upon the City. The Clerk noted the lease expires May 31, 2004 and JP currently has general liability insurance paid until May 13th but no liquor liability insurance. Per his lease, he had to deposit with the City a bond in the amount of \$1,000 for the removal of the deck and restoration of the City's property. Mr. Asher said he felt the deck should be removed if JP's is not using it. He stated JP should be made aware of this. There followed more discussion during which the Vice Mayor suggested that a letter be sent to JP's advising him of the situation so when the lease is up on May 31st, he will know exactly what our intention is.

Mrs. Shearer asked about the status of the Huron Water Plant and Erie County noting there has been a lot of talk in the newspaper about the City of Sandusky and Erie County and the County proposal of building their own water plant. She asked about the recent meeting Mr. Tann had with Jack Jones of Poggemeyer Design Group about Jack's report to the County about the City's water plant. Mr. Tann stated it was a very well done report and thoroughly documented. He stated the County is evaluating that report along with another report they had from Burgess & Niple on the distribution system. Mr. Tann stated he did not know what the County is going to do at this point.

Mrs. Shearer stated there was an article in the *Sandusky Register* saying Senator Gardner was named Legislator of the Year for his legislative work in promoting affordable housing in Ohio.

Under the Mayor's discussion, Mr. Graham noted the Chamber of Commerce was sponsoring a Business after Hours activity at the Sandusky State Theater from 5:00 – 7:00 p.m. on Wednesday, May 5th. He encouraged Council members to attend.

Mr. Graham also asked Council if they would be interested in sending a letter to Senator Randy Gardner, Representative Chris Redfern and to the Speaker of the House about House Bill 192. This bill concerns line items such as indigent alcohol funds which would allow 50% of those funds to be

transferred to the general fund once a year. He noted some cities do not use this fund and the funds contain quite a sum. He asked the Clerk about the status of the bill. Phyllis stated HB 192 was introduced May 15, 2003 and had not seen any activity on it. She stated it is just sitting in committee and no action has taken place. After a brief discussion, **motion by Asher that a letter be sent to Representative Chris Redfern encouraging him to get HB 192 moving from its current status.** The Mayor directed the Clerk to call the roll on the motion. Members of the Council voted as follows:

AYES: Asher, Schaffter, Wennes, Thornhill, Graham, Shearer (6)

NAYS: None (0)

There being more than a majority voting in favor of the motion, the Vice Mayor declared the motion passed.

Mr. Graham stated each Council member received a notice to attend a rally for "Project Chalkboard" to fix school funding. The rally is May 2 at 1:00 p.m. at the McCormick Middle School. Mr. Asher stated that is a personal decision for every Council member to make and said Council, as a whole, should not get involved in it.

Mrs. Thornhill stated the Old Plat Association is having a meeting April 28th at 6:30 p.m. at the Library which is open to the public. She noted the speaker is Sgt. John Majoy of the Huron Police Dept. who will show off Huron's new speed monitor trailer which was purchased with a grant.

There being no further business to come before the Council, the Vice Mayor declared the meeting adjourned at 8:46 p.m.

Respectfully submitted,

Phyllis Wassner
Clerk of Council

paw

ORDINANCE NO. 2025-1
Introduced by Sam Artino

AN ORDINANCE RATIFYING APPROVAL OF THE TURTLE BAY PLANNED RESIDENTIAL DEVELOPMENT PLAN AMENDMENT PURSUANT TO COUNCIL MOTION DATED APRIL 26, 2004; RATIFYING THE RECORDATION OF THE PLAT OF TURTLE BAY SUBDIVISION RECORDED WITH THE ERIE COUNTY, OHIO RECORDER ON OCTOBER 15, 2004 UNDER DOCUMENT NUMBER RN 200414675 IN PLAT BOOK 45, PAGE 11 OF ERIE COUNTY, OHIO RECORDS; AND DECLARING AN EMERGENCY.

WHEREAS, the Council adopted Ordinance No. 1999-12 approving the final development plan for the Turtle Bay Planned Residential Development (hereinafter, "Turtle Bay PUD") on June 14, 1999; and

WHEREAS, on March 17, 2004, the Planning Commission recommended approval of an amendment to the Planned Unit Development Plan and related site plan/plat for the Turtle Bay PUD located on Cleveland Road West within the City; and

WHEREAS, the Council held a Public Hearing on said amendment to the Planned Unit Development Plan on April 26, 2004, which was followed by a motion passed during the regular Council meeting immediately following to approve the amendment with the stipulation that the ingress/egress shown on the southwest corner of the Plat be restricted solely to emergency use, that the pathway be closed off to any and all other traffic, and that such stipulation be strictly enforced; and

WHEREAS, the Council erroneously failed to pass an ordinance formally approving the Plat of the Turtle Bay Subdivision for recordation; and

WHEREAS, despite Council failing to pass legislation approving same, the Plat of Turtle Bay Subdivision depicting the amendments approved by Council on April 26, 2004 was recorded with the Erie County, Ohio Recorder's Office on October 15, 2004 in Plat Book 45, Page 11; and

WHEREAS, the Council wishes to memorialize its approval of recordation of said Plat of Turtle Bay Subdivision.

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

SECTION 1. That Council's approval of the amended Planned Unit Development Plan of Turtle Bay Subdivision and related Plat reflecting the following changes:

- A. Reduce the number of attached condominiums to what has already been constructed (twelve (12) units in one (1) building); and
- B. Increase the number of single-family lots from five (5) to sixteen (16); and
- C. Add a number of storage buildings (to be used by residents of the development) in the southwestern corner of the development. The proposed buildings will be hidden from view by a mound and landscape buffer; and
- D. Add a ten (10) foot access easement beside the pedestrian easement for equipment access to the break wall for future repair purposes; and

- E. Add a proposed secondary ingress/egress in the southwestern corner of the site for emergency vehicles and situations only with the stipulation that the pathway is to be closed off to any and all other traffic, and said stipulation is to be strictly enforced.

Is hereby ratified. A copy of the Plat as recorded with the Erie County, Ohio Recorder's Office is attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. 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 3. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and is necessary to make immediate provision for ratification of prior acts of Council. In accordance with Section 3.06 of the Charter of the City of Huron, this Ordinance shall take effect and be in full force and effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Ordinance No. 2025-2 (*submitted by Matt Lasko*)
DATE: January 14, 2025

Subject Matter/Background

Ordinance No. 2025-2 authorizes execution of a Purchase Agreement between the City and Triban Investment, LLC ("Developer") for the sale of City-owned real property formerly known as the ConAgra parcel, known as Erie County, Ohio Permanent Parcel Number 42-61270.001. The Developer will pay \$750,000 for the property with \$250,000 paid at the time of closing and the remaining \$500,000 paid \$10,000 at a time with the sale of the first 50 units. City will retain a mortgage on the property for the remaining \$500,000. Developer will have up to 270 days to complete due diligence after signing the purchase agreement. Developer will build and maintain a public access perimeter around the entire property. Any on-site roadways and utilities will be constructed by developer and will remain private but permit public access as needed.

Staff is requesting this ordinance be passed as an emergency measure in order to get the due diligence period started.

Financial Review

Revenue from this sale will be deposited into a yet to be created Conagra TIF fund and will be used to pay down debt on the Seawall Reconstruction Project.

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. 2025-2 as an emergency measure is in order.

[Ordinance No. 2025-2 Sale of ConAgra Property to Triban Investment LLC \\$750,000.00.doc](#)

[Ordinance No. 2025-2 Exh A Legal Description 11.2926 Acre ConAgra Parcel.pdf](#)

[Resolution No. 2025-2 Exh B Conagra REK.doc](#)

ORDINANCE NO. 2025-2
Introduced by Joel Hagy

AN ORDINANCE AUTHORIZING AND PRESCRIBING THE MANNER OF SALE OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF HURON, LOCATED ON THE FORMER CONAGRA PROPERTY, ERIE COUNTY PERMANENT PARCEL NO. 42-61270.001; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF THAT PROPERTY TO TRIBAN INVESTMENT, LLC; AND DECLARING AN EMERGENCY

WHEREAS, the City owns certain real property formerly known as the ConAgra Parcel in the City of Huron (Erie County PPN: 42-61270.001), and more particularly described in Exhibit "A" to the Agreement defined herein (the "Property"); and

WHEREAS, the City is actively negotiating with Triban Investment, LLC relating to development of the Property, as evidenced by a Letter of Intent between the City of Huron and Triban Investment, LLC authorized by Resolution No. 89-2024 adopted by Council on November 26, 2024; and

WHEREAS, per the terms of the Letter of Intent, the parties have agreed to enter into a Purchase Agreement whereby the City will sell the Property to Triban Investment, LLC for \$750,000.00 per the terms set forth in the agreement, which terms include a provision that the sale is subject to the purchaser insuring public access to the riverfront; and

WHEREAS, this Council desires to sell the Property.

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

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

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

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

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, and for the further reason that commencement of the due diligence period will allow for more timely development of the Property, it is necessary that this Ordinance go into effect immediately; WHEREFORE, this Ordinance shall go into effect and be in full force and effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



POLARIS ENGINEERING & SURVEYING - 34600 CHARDON ROAD SUITE D - WILLOUGHBY HILLS - OHIO - 44094

LEGAL DESCRIPTION OF
11.2926 ACRE PARCEL
(CITY OF HURON)

SITUATED IN THE CITY OF HURON, COUNTY OF ERIE, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOT 31, SECTION 1, ORIGINAL HURON TOWNSHIP, BEING TOWNSHIP NUMBER 6 IN THE 22 RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE INTERSECTION OF RIVER ROAD AND CLEVELAND ROAD EAST (WIDTH VARIES);

THENCE NORTH $15^{\circ}39'53''$ EAST, 88.84 FEET TO A $\frac{3}{4}$ INCH IRON PIPE FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, ALSO BEING THE SOUTHWEST CORNER OF LAND DESCRIBED TO THE NORFOLK & SOUTHERN RAILWAY COMPANY, BY DEED RECORDED IN VOLUME 547, PAGE 371 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-90077.000;

THENCE NORTH $14^{\circ}36'12''$ EAST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, PASSING THROUGH A $\frac{5}{8}$ INCH IRON PIN FOUND AT 44.71 FEET, A TOTAL DISTANCE OF 306.85 FEET TO A $\frac{1}{2}$ INCH IRON PIN FOUND (I.D. CAP "HARTUNG") AT AN ANGLE POINT THEREIN;

THENCE NORTH $55^{\circ}17'48''$ WEST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 212.41 FEET TO A $\frac{5}{8}$ INCH IRON PIN FOUND (I.D. CAP "PDG") AT AN ANGLE POINT THEREIN;

THENCE NORTH $21^{\circ}16'18''$ WEST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 10.41 FEET TO AN IRON PIN SET AT THE PRINCIPAL PLACE OF BEGINNING:

COURSE 1 THENCE NORTH $55^{\circ}18'18''$ WEST, 22.03 FEET TO AN IRON PIN SET AT THE POINT OF CURVATURE;

COURSE 2 THENCE 185.05 FEET, ALONG AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF $24^{\circ}39'24''$ AND A 183.62 FEET CHORD THAT BEARS NORTH $67^{\circ}38'00''$ WEST TO A PIN SET AT THE POINT OF TANGENCY IN A NORTHERLY LINE OF LAND DESCRIBED TO STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, BY RECEPTION NUMBER 200608925 & 200608926, PERMANENT PARCEL NUMBER 42-61270.000;

COURSE 3 THENCE SOUTH $25^{\circ}36'40''$ WEST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, 5.72 FEET TO AN IRON PIN SET:

COURSE 4 THENCE SOUTH $86^{\circ}28'53''$ WEST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES 241.81 FEET TO AN IRON PIN SET:

COURSE 5 THENCE NORTH $80^{\circ}29'48''$ WEST, 69.39 FEET TO AN IRON PIN SET AT AN POINT OF CURVATURE:

COURSE 6 THENCE 143.45 FEET, BEING AN ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING AN RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF $35^{\circ}44'10''$ AND AN 141.14 FEET CHORD THAT BEARS NORTH $62^{\circ}37'43''$ WEST TO A POINT OF TANGENCY;

COURSE 7 THENCE NORTH $44^{\circ}45'38''$ WEST, 50.59 FEET TO AN IRON PIN SET;

COURSE 8 THENCE SOUTH $85^{\circ}22'44''$ WEST, 57.66 FEET TO THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER;

COURSE 9 THENCE NORTH $4^{\circ}39'08''$ WEST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 30.74 FEET TO A POINT;

COURSE 10 THENCE NORTH $11^{\circ}19'32''$ WEST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 93.00 FEET TO A POINT;

COURSE 11 THENCE NORTH $0^{\circ}34'49''$ EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 216.00 FEET TO A POINT;

COURSE 12 THENCE NORTH $4^{\circ}14'40''$ EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 239.00 FEET TO A POINT;

COURSE 13 THENCE NORTH $25^{\circ}28'22''$ WEST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 31.00 FEET TO THE SOUTHERLY EDGE OF AN EXISTING SHEET PILE;

COURSE 14 THENCE NORTH $72^{\circ}20'12''$ EAST, ALONG THE SOUTHERLY EDGE OF AN EXISTING SHEET PILE, 487.00 FEET TO A POINT;

COURSE 15 THENCE SOUTH $21^{\circ}16'18''$ EAST, ALONG THE WESTERLY EDGE OF AN EXISTING SHEET PILE, 671.50 FEET TO THE MOST NORTHERLY CORNER OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES;

COURSE 16 THENCE SOUTH $21^{\circ}16'18''$ EAST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES AND ALONG THE WESTERLY EDGE OF AN EXISTING SHEET PILE, 160.57 FEET TO A TO 1/2 INCH IRON PIN FOUND (I.D. HARTUNG);

COURSE 17 THENCE NORTH $68^{\circ}43'42''$ EAST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, AND ALONG THE FACE OF AN EXISTING SHEET PILE WALL TO THE SOUTHWEST CORNER OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 66.00 FEET TO A 1/2 INCH IRON PIN FOUND (I.D. CAP "HARTUNG");

COURSE 18 THENCE SOUTH $21^{\circ}16'18''$ EAST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 45.00 FEET TO A 1/2 INCH IRON PIN FOUND (I.D. CAP "HARTUNG");

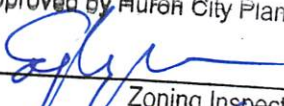
COURSE 19 THENCE SOUTH 68° 43' 42" WEST, ALONG A NORTHERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 150.00 FEET TO A PIN SET AT AN ANGLE POINT THEREIN;

COURSE 20 THENCE SOUTH 21° 16' 18" EAST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 79.59 FEET THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 11.2926 ACRES OF LAND AS CALCULATED AS DESCRIBED BASED ON A FIELD SURVEY PERFORMED IN MAY 2022 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1986 ADJUSTMENT. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAPS STAMPED "POLARIS S-7388". PRIOR DEED REFERENCE IS THE CITY OF HURON, AS RECORDED IN RECEPTION NUMBER 200711763, PERMANENT PARCEL NUMBER 42-61270.001 AND STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, AS RECORDED IN RECEPTION NUMBERS 200608925 & 200608926, PERMANENT PARCEL NUMBER 42-61270.000

RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388

S:\2017 PROJECTS\17228- LIBERTY DEVELOPMENT - 10 ACRE PARCEL - HURON (CWS)\2-PROJECT SURVEYING INFO\4-LEGAL DESCRIPTIONS\LEGAL DESCRIPTION HURON PARCEL.DOC

Approved by Huron City Planning Commission


Zoning Inspector

05/04/2022
Date

REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

This Real Estate Purchase Agreement and Escrow Instructions (herein called "**Agreement**") by and between **THE CITY OF HURON**, an Ohio chartered municipality (which with its successors and assigns is herein called "**Seller**") and Triban Investment, LLC., an Ohio limited liability company (which with its successors and assigns is herein called "**Buyer**") (with Seller and Buyer being individually referred to herein as "**Party**" and collectively referred to herein as "**Parties**"), is to EVIDENCE THAT:

WHEREAS Seller desires to sell to Buyer the real estate (consisting of approximately xx[11.2926]xx acres) known as Erie County Permanent Parcel Number 42-61270.001 (as set forth on Exhibit A, which is attached hereto and incorporated herein by reference, and as shown on the schematic attached hereto as Exhibit B, which is attached hereto and incorporated herein by reference), including, but not limited to, the land and all appurtenances, hereditaments, rights, privileges, covenants, restrictions, and easements appertaining thereto, all structures and improvements and fixtures located thereon (if any) (herein called the "**Real Estate**"); and

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

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

1. Closing Date and Escrow Agent.

1.1 Except as otherwise expressly stated herein, and subject to the provisions of Sections 1.2 and 6.1(d) of this Agreement, all transactions contemplated by this Agreement shall be made after all escrow deposits have been timely made but no later than thirty (30) days after the Feasibility Date (as defined in Section 6 of this Agreement and as may be extended) (herein called the "**Closing Date**"). The Closing Date may be an earlier or later date only as mutually agreed in writing by the Parties to this Agreement.

1.2 Notwithstanding any contrary provision of this Agreement, Buyer shall have the right to extend the Feasibility Date (as defined in Section 6 of this Agreement) for two (2) consecutive sixty (60) day periods each by providing Seller written notice of same on or before the expiration of the Feasibility Date (as defined in Section 6 of this Agreement) and as referenced in Section 6.1(d) hereof.

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

1.4 Notwithstanding any contrary provision of this Agreement, the public shall be granted access on the perimeter and roadways of the Real Estate by way of platted easement and recorded perpetual, non-exclusive easement (herein called "**Public Access Easement**"), which shall be maintained, repaired, and replaced by the Buyer during construction, and then by the homeowners association after completion of the project (which terms shall be included in the homeowners association declarations). Any roadway developed on the Real Estate shall remain private and shall not be dedicated to public use but shall allow general access to the Real Estate for vehicles and pedestrians by way of a

perpetual access easement granted to the Seller. But for the inclusion of this Section 1.4, the Seller would not have entered into this Agreement.

1.6 Notwithstanding any contrary provision of this Agreement, the Parties mutually agreeing to the terms of a Developer's Agreement prior to Closing (as referenced in Section 6.2(c) hereof) shall be an express condition precedent to Seller fulfilling its obligations under this Agreement. But for the inclusion of this Section 1.6 and Section 6.2(c), Seller would not have entered into this Agreement.

2. Sale of Real Estate in Escrow.

Seller shall sell and convey the Real Estate to Buyer, and Buyer shall purchase the Real Estate from Seller in its current **"AS IS, WHERE IS, WITH ALL FAULTS"** condition (and save and excepting Seller's obligations set forth in Section 2(e) below), in accordance with the terms and conditions hereof. The total purchase price for the Real Estate (herein called the **"Purchase Price"**) shall be **Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00)**, which shall be paid in the following manner:

(a) **Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00)** paid in cash or readily available United States funds to Seller on the Closing Date;

(b) **Five Hundred Thousand and No/100 Dollars (\$500,000.00)** pursuant to the terms of a certain Cognovit Promissory Note from Buyer to Seller (herein called the **"Note"**), which Note shall be secured by a mortgage deed (herein called the **"Mortgage"**) filed and encumbering the Real Estate. The Note shall not accrue interest unless there is an event of default, and shall require installment payments as follows:

(i) The Mortgage shall encumber all of the Real Estate and shall secure performance of Buyer in ensuring the City is paid Ten Thousand and No/100 Dollars (\$10,000.00) per unit at the closing for each unit sold; the remaining **Five Hundred Thousand and No/100 Dollars (\$500,000.00)** shall be paid on the first fifty (50) units sold and conveyed to the first of the relevant builder or third-party purchaser. The Note and Mortgage shall be subordinated only to Buyer's primary institutional lender but no other debt.

(c) The Note and Mortgage shall be substantially similar to the Note and Mortgage Deed set forth respectively as Exhibit B and Exhibit C, which are attached hereto;

(d) Notwithstanding any contrary provision of this Agreement, and save and excepting Seller's obligations set forth in Section 9.2, Buyer acknowledges that Buyer is accepting the Real Estate in its **"AS IS, WHERE IS, WITH ALL FAULTS"** condition and without implied or express warranties of any kind (except as may be provided herein), including, but not limited to, warranties of merchantability and fitness for a particular purpose.

(e) IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY DOCUMENTS EXECUTED AT CLOSING, NEITHER SELLER, NOR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, ATTORNEY, BROKER, CONTRACTOR, REPRESENTATIVE OR PROPERTY MANAGER OF

SELLER HAS MADE AND ARE NOT NOW MAKING, AND THEY SPECIFICALLY DISCLAIM, ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE REAL ESTATE. BUYER HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. BUYER ACKNOWLEDGES THAT BUYER HAS INSPECTED THE REAL ESTATE, OR WILL HAVE SO INSPECTED THE REAL ESTATE PRIOR TO THE DATE OF CLOSING, AND THAT NO RESPONSIBILITY IS ASSUMED BY SELLER WITH RESPECT TO THE PRESENT OR FUTURE CONDITION OF THE REAL ESTATE SAVE AND EXCEPTING THE SEAWALL; AND THAT SELLER SHALL NOT BE LIABLE FOR ANY DEFECT IN THE REAL ESTATE SAVE AND EXCEPTING THE SEAWALL AND AS LIMITED BY THE TERMS OF THIS AGREEMENT, WHETHER PATENT OR LATENT, ORDINARY OR EXTRAORDINARY, FORESEEN OR UNFORESEEN. NOTWITHSTANDING ANY CONTRARY PROVISION OF THIS AGREEMENT, BUYER DOES HEREBY AGREE FROM AND AFTER THE DATE OF CLOSING TO RELEASE AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR THREATENED LOSSES, COSTS, DAMAGES, CLAIMS, EXPENSES AND LIABILITIES WHICH MAY HAVE ARISEN OR WHICH MAY ARISE WITH RESPECT TO THE REAL ESTATE. THE PROVISIONS OF THIS SECTION 2(e) SHALL SURVIVE AND SHALL BE ENFORCEABLE AFTER CLOSING AND DELIVERY AND FILING FOR RECORD OF THE DEED AND CONVEYANCE OF THE INTERESTS TO BUYER, AND SHALL NOT BE MERGED THEREIN OR EXTINGUISHED THEREBY.

3. Seller's Deposits in Escrow.

(a) Provided the conditions precedent referenced in Section 6 are satisfied or waived by Buyer, Seller shall deposit in escrow with the Escrow Agent within ten (10) days after the Feasibility Date (as defined in Section 6.1(b) of this Agreement):

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

(ii) A Resolution of Seller authorizing this Agreement, and identifying a representative of Seller to execute any and all documents to consummate the transaction(s) contemplated hereunder;

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

(iv) Any and all funds and documents (including, but not limited to, Internal Revenue Service Non-Foreign Certificates) reasonably required by the Escrow Agent and title insurer to provide for the opening and

closing of escrow and the issuance of the title insurance described herein and the payment of costs charged to Seller;

(v) Evidence reasonably satisfactory to Escrow Agent reflecting that all documents executed by Seller have been duly authorized by same;

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

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

4. Buyer's Deposits in Escrow.

(a) On or before five (5) business days after the date this Agreement is executed by the last of the Parties hereto, Buyer shall make a non-refundable deposit with Escrow Agent of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** (herein called the "**Deposit**"). The Deposit shall be held by Escrow Agent and shall be credited against the Purchase Price in the event this transaction closes as provided herein. It shall be delivered to Buyer in the event Seller breaches this Agreement or in the event this transaction does not close as a result of failure of any of the conditions set forth below (including those closing conditions referenced in Section 6.2 hereof) and/or Buyer provides timely written notice of its election to forego purchase of the Real Estate in accordance with Section 6 hereof. In the event of failure of any of the conditions such that the transaction contemplated by this Agreement does not proceed to Closing, Escrow Agent shall return the Deposit to Buyer immediately upon Buyer's written demand therefore. Notwithstanding the foregoing, the Deposit shall be retained by Seller as liquidated damages and as Seller's sole remedy in the event the transaction fails to close due to Buyer's default.

(b) On or before the Closing Date, Buyer shall deposit in escrow:

- (i) **Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00)** paid in cash or readily available United States, less the Deposit
- (ii) A Resolution of Buyer authorizing this Agreement, and identifying a representative of Buyer to execute any and all documents to consummate the transaction(s) contemplated hereunder;
- (iii) The fully-executed Note and Mortgage;
- (iv) The HOA Declaration (as defined below) and related bylaws as approved by Seller, and any and all easement(s) required by the Seller;

- (v) Evidence reasonably satisfactory to Escrow Agent reflecting that all documents executed by Buyer have been duly authorized by same;
- (vi) Such affidavits and other information, at no cost to Seller, as the Escrow Agent shall reasonably require in order to remove the standard printed exceptions from the Title Policy and the Loan Policy (as such terms are defined in Section 7.1 of this Agreement); and
- (vii) Such other documents as the Escrow Agent may reasonably require in order to consummate the transaction contemplated by this Agreement.

5. Escrow Instructions.

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

- (a) all conditions precedent (described in Section 6 hereof) are satisfied or waived by Buyer; and
- (b) The Title Company is prepared to issue a Title Policy and Loan Policy (as such terms are defined in Section 7) in the amount of the Purchase Price to Buyer and to Buyer's lender (if any) insuring marketable title to the Real Estate to be in Buyer free and clear of all liens and encumbrances, except easements, conditions, and restrictions of record, zoning ordinances and other conditions that may be disclosed by a survey of the Real Estate that is accepted by Buyer, in its reasonable discretion, in accordance with Section 6 of this Agreement, excluding the exceptions to the Deed warranty covenants, the HOA Declaration (as defined below) and related bylaws, the Public Access Easement (defined below), and any and all easement(s) required by the Parties and the mechanic's lien and survey (to the extent a survey is performed by Buyer). Buyer may further request, at its expense, all other standard Schedule B exceptions deleted and the Title Policy and Loan Policy include all endorsements requested by Buyer, including, but not limited to, a contiguity endorsement (insuring the contiguity of adjoining real estate being purchased by Buyer with the Real Estate) and a Form 3.0 zoning endorsement; and
- (c) Seller and Buyer have made all escrow deposits required; and
- (d) Escrow Agent has:
 - (i) performed a special tax search to determine the existence of any uncertified special assessments;
 - (ii) examined the Financing Statement records of the Erie County Recorder and the Ohio Secretary of State to determine the existence of any security interests in any fixtures comprising the Real Estate that name Seller as debtor or obligor and verifying the removal of same on or before the Closing Date; and

- (iii) verified the amount of unpaid water and sewer charges with respect to the Real Estate.

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

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

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

- (b) Intentionally omitted;

- (c) Pay taxes, prorated assessments, and penalties and interest due and payable on the date of transfer, based upon the last available tax duplicate, and charge the cost of the same to Seller;

- (d) After prorating real estate taxes and assessments to the date of transfer (taxes not yet due and payable shall be computed on the basis of the last available tax rate) and pay to Buyer the amount of such prorated taxes which are a lien, but not yet due and payable, and charge the cost of the same to Seller;

- (e) Pay the deed preparation fee and auditor's transfer tax and conveyance fee with respect to the transfer of the Real Estate and charge the cost of the same to Seller;

- (f) Pay the cost of recording the Deed and Mortgage and charge the cost of the same to Buyer;

- (g) Pay escrow fees and charge the cost of the same to Buyer and Seller, equally;

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

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

- (j) Deliver to Buyer the Deed, Affidavit and other documents deposited by Seller and deliver the Note and Mortgage Deed (after recordation) to Seller.

6. Conditions Precedent.

6.1 All of the following shall be conditions precedent to Buyer's obligations hereunder:

(a) Buyer's obligations hereunder are expressly subject to Buyer's review and approval at Buyer's expense of the Real Estate in all respects, and in Buyer's sole discretion, for all things that may be of concern to Buyer, including, but not limited to, zoning approval for Buyer's intended use of the Real Estate, financing for the acquisition and/or development of the Real Estate, the local government comprehensive plan, governmental restrictions and requirements including any and all approvals from the Planning Commission and design review approval of the City of Huron and Huron City Council, approval of one or more Development Agreements (as defined in Section 6.2(c) of this Agreement), availability of utilities, subsoil conditions, environmental and wetlands matters, building, zoning and other regulatory laws and ordinances, use restrictions, signage restrictions, any existing or proposed easements affecting the Real Estate, Buyer receiving written confirmation that any and all leasehold interests and/or possessory rights of third parties, and UCC-1 Financing Statements affecting the Real Estate, shall be fully and forever extinguished on or before the Closing Date at Seller's sole cost and expense, and Buyer obtaining maximum allowable tax abatement for the Real Estate (if any), Buyer approving all signage restrictions applicable to the Real Estate, and all other such matters as may be of concern to Buyer.

(b) Buyer shall have until the date that is **two hundred seventy (270) days** after the last of the Parties to execute this Agreement (herein called "**Feasibility Date**") (as may be extended by operation of Sections 1.2 and 6.1(d)) in which to determine whether the Real Estate is acceptable to Buyer in all respects, including, but not limited to, Buyer reasonably determining whether there are any one or more adverse factors that materially affect Buyer's ability to utilize the Real Estate. If, on or before the Feasibility Date, Buyer, in its sole discretion, determines that the Real Estate is acceptable and elects to proceed with this transaction, Buyer shall give written notice of acceptance to Seller on or before the Feasibility Date. In the event Buyer has not provided written notice of acceptance to Seller on or before the Feasibility Date, and unless the Parties have mutually agreed to extend the Feasibility Date and/or extend the Closing Date, this Agreement shall be null, void and of no effect and Escrow Agent shall return to each Party all items which have been placed in escrow, including the Deposit. All approvals and decisions concerning the acceptability of the Real Estate and related decisions of Buyer shall be made in Buyer's sole and absolute discretion. The foregoing are conditions, not covenants. Buyer shall not be obligated to take any action or make any effort to cause the same to be satisfied and shall use commercially reasonable means in evaluating whether any conditions exist that materially affect Buyer's intended use of the Real Estate. If the dates for satisfaction of the conditions are extended, the date for escrow deposits by Seller and Buyer shall be likewise extended an equivalent period of time. Buyer shall be responsible for all costs incurred to investigate the Real Estate or to satisfy the foregoing conditions, including, but not limited to, environmental assessments, specifically excepting Seller's obligations related to the elimination of UCC-1 Financing Statements as referenced in Section 6.1(a) of this Agreement.

(i) In the event that, based upon the timely and diligent review of the property, Buyer and/or appropriately qualified environmental consultants determine the need for additional environmental study, Buyer shall be permitted to perform additional sub-service investigation(s) without the prior consent of Seller.

(ii) Any inspections, investigation, disturbance or restoration resulting or required will be conducted by Buyer in a manner consistent with the level, care and skill ordinarily exercised by members of the applicable profession currently practicing under similar conditions, and Buyer shall hold harmless and indemnify Seller against any and all costs, demands, claims or causes of action arising out of or related to Buyer's evaluation and inspection of the Real Estate in accordance with this Section 6.1 of this Agreement.

(iii) Buyer shall be responsible for repairing, at Buyer's expense, any damage that may be visited upon the Real Estate as a result of Buyer's inspection(s), and Buyer shall ensure that any portion of the Real Estate that is disturbed by Buyer's evaluation of the Real Estate is returned to its pre-inspection condition.

(c) Buyer and Buyer's agents and contractors and others authorized by Buyer may enter the Real Estate, at any time with prior written notice to Seller, to survey, inspect and test (including, but not limited to, the removal of soil samples) all or any portion of the Real Estate, all at Buyer's sole cost and expense. Seller will reasonably cooperate with Buyer and Buyer's agents to obtain at Buyer's sole expense information and satisfaction of the foregoing conditions, including, but not limited to, execution of government applications and forms and attendance at private and public meetings.

(d) Notwithstanding any contrary provision of this Agreement, Buyer shall be permitted to unilaterally and voluntarily extend the Feasibility Date for two (2) consecutive sixty (60) day periods each by providing written notice of extension of same to Seller on or before the expiration of the then-current Feasibility Date, and Buyer complying with the terms and conditions of this Agreement. Any such extension of the Feasibility Date shall be at Buyer's sole option and discretion. In the event this transaction does not close as a result of the Buyer's election to forego the purchase of the Real Estate and timely provides notice of same on or before the Feasibility Date (as may be extended by operation of Section 1.2 and this Section 6.1(d)), and provided Buyer is not then in default of this Agreement, the Deposit shall be fully refunded to Buyer. In the event the Buyer fails to provide timely notice of its election to forego purchase of the Real Estate or Buyer provides such timely notice and the transaction contemplated by this Agreement fails to proceed to Closing and title transfer absent a breach by Seller, Seller shall retain the Deposit as consideration for granting such extension.

6.2 Notwithstanding any contrary provision of this Agreement, the Parties obligations under this Agreement are expressly conditioned upon the following being fully-satisfied on or before the Closing Date:

(a) The proposed site plan and related design of the Real Estate being approved by the Planning Commission of the City of Huron, the Huron Design Review Committee, and, as applicable, the Ohio Department of Natural Resources, the Army Corps., and any other relevant agency; and

(b) Seller shall form the HOA for the Real Estate by executing necessary documents including a homeowner associate declaration for the Real Estate (herein called the "**HOA Declaration**") prior to Closing. All HOA documents and any Planned Unit Development documents,

including the HOA Declaration, shall require Seller review and approval prior to expiration of the Feasibility Date (as may be extended). The HOA Declaration shall subject the Real Estate, and any Units (as defined in Section 6.2(c)(vii) of this Agreement) thereof, to certain covenants, conditions, restrictions, easements, charges and liens, including, but not limited to:

(i) The HOA shall maintain, replace, or repair the Seawall (as defined in Section 9.2 of this Agreement) after completion of the Project (as defined in Section 6.2(c) of this Agreement) and from and after expiration of the Five-Year Maintenance Period (as defined in Section 9.2 of this Agreement), and shall establish and manage a Seawall maintenance account for such maintenance, replacement, or repair of the Seawall. Funds from HOA fees shall be deposited in such Seawall maintenance account. The Seawall maintenance account shall be established at the sale of the first Unit, and the funds therein shall be used for maintenance, repair, or replacement of the Seawall from and after the expiration of each of the five-year maintenance periods referenced in Section 9.2 hereof.

(ii) The HOA shall maintain all storm-water and drainage-related facilities and infrastructure on the Real Estate, including any and all effluent pumping offsite, after completion of the project.

(iii) The HOA shall maintain, repair, or replace the Public Access Easement (as defined in Section 6.2(c)(v) of this Agreement) after completion of the project.

(iv) The HOA shall manage and maintain, repair, or replace the Marina (as defined in Section 6.2(c)(xii) of this Agreement) after completion of the project.

(c) The successful negotiation and execution at Closing of a development agreement between the Parties (herein called the "**Development Agreement**") providing terms and conditions with respect to construction and development of the Real Estate by Buyer (herein called the "**Project**"), including but not limited to the following:

(i) Buyer shall procure and provide written proof of financial capacity per the terms of the Development Agreement that is satisfactory to the Seller and sufficient to commence and complete the Project.

(ii) Buyer will ensure public access exists around the West, North and East sides of the Real Estate by way of a perpetual, non-exclusive easement granted to the Seller.

(iii) Buyer shall procure required performance bonding and construction financing to perform and pay for construction of all infrastructure (excluding the New Seawall) to make the Real Estate developable, including but not limited to roadways and utilities (both offsite and onsite) to Seller's satisfaction.

(iv) Any roadway developed on the Real Estate shall remain private and shall not be dedicated to public use but shall allow general access to the Real Estate for vehicles and pedestrians by way of a perpetual access easement granted to the Seller, in addition to an easement being provided to the City for a walking path on the perimeter of the Real Estate.

(v) The public shall be granted access on the perimeter and roadways of the Real Estate by way of platted easement and recorded perpetual, non-exclusive easement by way of a **Public Access Easement**, which shall be maintained, repaired, and replaced by the Buyer during the Project and then by the HOA after the Project (which terms shall be included in the HOA Declaration).

(vi) Seller agrees to maintain insurance on the public access space of the Real Estate.

(vii) Any and all Planning Commission and Design Review Committee conditions and requirements for the Project shall be memorialized in any building permit(s) issued by the Seller, and non-compliance with same may result in on or more citations and/or stop work orders being issued until compliance is achieved.

(viii) All building plans for the Real Estate shall be approved by the Seller in writing and in advance of construction.

(xi) Buyer will use its best commercial efforts to build and find an operator for a restaurant or eatery on the Real Estate.

(x) Buyer shall construct a multi-slip marina on the East side of the Real Estate (herein called the “**Marina**”), which shall be maintained and managed by the HOA after completion of the Project.

(xi) Save and excepting initial New Seawall improvements, the Buyer shall be responsible for all permitting required for the Project, including ensuring the Ohio Department of Natural Resources is engaged in and aware of the Project.

(xii) The Buyer shall commence the Project promptly after receiving all necessary local, state, and federal approvals (as applicable), and shall continue diligently and in earnest to complete the necessary improvements and infrastructure to permit ongoing Project-related construction.

(d) The Seller’s approval of, and memorialization and establishment, of green space either through lot split or easement around the perimeter of the Real Estate, which shall likewise include irrevocable and perpetual access by the general public to the streets, roadways, and

sidewalks to be incorporated into the Real Estate, which irrevocable and perpetual access by the general public shall be by dedication, easement, or otherwise as the Parties may agree;

(e) Seller's approval of all residential development association documents pursuant to Ohio Revised Code §5311.01, et. seq. and/or Ohio Revised Code §5312.01, et. seq., including enforcement rights of Seller into certain provisions of such association documents; and

In the event of the failure of Seller to satisfy the requirements of this Section 6.2 on or before the Closing Date, Buyer shall be permitted to unilaterally and voluntarily terminate this Agreement and immediately receive a full refund of the Deposit upon written notice to Escrow Agent of same.

7. Title Commitment.

(a) Buyer shall cause Title Company to issue, within ten (10) days after the last of the Parties have executed this Agreement, a commitment for an ALTA Owner's Policy of Title Insurance (with said title policy of insurance being referred to herein as "**Title Policy**") in the amount of the Purchase Price, and, if requested by Buyer, a commitment for an ALTA Mortgagee's Policy of Title Insurance (with said policy of insurance being referred to herein as "**Loan Policy**") in an amount to be determined (collectively, herein called the "**Commitment**"), together with legible copies of all instruments evidencing those matters listed as exceptions in the Commitment, setting forth the state of title to the Real Estate as of the effective date of the Commitment, the Title Company's requirements to delete the standard printed exceptions in the title policy(ies), the results of a special tax search and committing to issue those endorsements reasonably required by Buyer. The Title Company shall deliver a copy of the Commitment to Seller, Buyer and Buyer's lender.

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

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

updated Commitment shall be deemed accepted by Buyer, and this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

8. Survey.

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

9. Additional Obligations.

9.1 Seller shall provide, if available and if in Seller's possession, copies of the following documents to Buyer within five (5) days after Seller executes this Agreement:

(a) all plans, specifications, drawings, plats, permits, licenses, leases, subleases, notices, title policies, surveys, soil studies, EPA assessments, contracts, agreements, covenants, restrictions, guarantees and warranties and all other due diligence, inspection reports and agreements with third parties for any and all matters pertaining to the Real Estate; and

(b) all plans, specifications, drawings, plats, permits, licenses, leases, subleases, notices, title policies, surveys, soil studies, EPA assessments, contracts, agreements, guarantees and warranties and all other due diligence and inspection reports pertaining to the development of the land surrounding the Real Estate, which shall include all writings detailing the obligations of the Buyer(s) of the Real Estate and land surrounding the Real Estate, and all proposed or finalized covenants, restrictions, easements and obligations intended to be imposed on the Real Estate or the land surrounding same (if any).

(c) Any and all documents provided to Buyer pursuant to this Section 9 shall be provided gratuitously and as an accommodation to Buyer and in recognition that Buyer shall perform its own independent research and due diligence investigations, and Buyer acknowledges and agrees that any and all documents are being provided gratuitously and as an accommodation only to Buyer, without any representations, warranties, or guarantees as to the content or veracity of any such documents, particularly those document prepared by third parties.

9.2 Seawall Rehabilitation.

(a) Seller will undertake all costs and expenses associated with the construction of a new seawall on the North and East side of the Real Estate (herein called the "***New Seawall***") to look generally the same as the existing seawall at the West side of the Real Estate (the "***Existing Seawall***") (the New Seawall and Existing Seawall being collectively referred to herein as the "***Seawall***"). Once the New Seawall is completed and, save and excepting any damage or loss to the New Seawall occasioned as a result of the acts or omissions of Buyer or its guests, visitors, business invitees, and/or contractors, Seller will maintain (if needed) the New Seawall in good condition for five (5) years from the date of completion of the New Seawall. The Parties acknowledge and agree that the Seller's construction of the New Seawall may occur concurrently with the project.

(b) Save and excepting any damage or loss to the Existing Seawall occasioned as a result of the acts or omissions of Buyer or its guests, visitors, business invitees, and/or contractors, Seller will maintain the Existing Seawall in good condition for five (5) years from the date of recorded title transfer of the Real Estate to Buyer.

(c) After the five-year maintenance period and during the project as to the New Seawall, the Buyer shall maintain, repair, or replace the New Seawall without qualification.

(d) After the five-year maintenance period as to the Existing Seawall, the Buyer shall maintain, repair, or replace the Existing Seawall without qualification.

(e) After the expiration of both of the aforementioned five-year maintenance periods and after completion of the project, the HOA shall exclusively maintain, repair, and/or replace the Seawall without qualification.

10. Representations and Warranties.

10.1 Representations and Warranties of Seller. Seller, to the best of its knowledge, makes the following representations and warranties with respect to the Real Estate:

(a) Seller represents, to the best of Seller's knowledge and without the benefit of any due diligence investigation or other inquiry, as follows, that Seller has not placed any Hazardous Substances¹ on or about the Real Estate;

(b) Seller represents and warrants that the execution and delivery of this Agreement and performance thereunder by Seller will not conflict with or result in a violation of, or breach of, or constitute a default under any terms, conditions or provisions of any material judgment, decree, loan agreement, bond, note, resolution, indenture, mortgage, deed of trust or other arrangement or instrument to which Seller is a party.

(c) Seller represents and warrants that Seller has not engaged any contractor(s) to perform work on the Real Estate for which any expenses incurred with respect to materials, material men, laborers, contractors and subcontractors used in connection therewith have not been paid in full.

(d) Seller represents and warrants that no action or proceeding to which Seller is a party relating to use of the Real Estate is pending, nor has Seller received written notice that any such action is threatened with respect to the Real Estate.

(e) Seller represents and warrants that Seller will cooperate prior to closing, in all material respects and lend their best efforts in assisting Buyer with completion of all inspections.

(f) Seller represents and warrants that Seller shall immediately notify Buyer in writing in the event any portion of the foregoing representations and warranties ceases to be true, provided Seller has actual notice of same.

¹ As used in this Agreement, the term "**Hazardous Substances**" shall be defined as asbestos, urea formaldehyde, petroleum hydrocarbons and other petroleum products (including gasoline, diesel fuel, fuel oil, crude oil, and motor oil and constituents of those products), tetrachloroethylene, polychlorinated biphenyls ("**PCB's**"), nuclear fuel or materials, chemicals, biological or medical wastes, radioactive materials, explosives, known carcinogens, petroleum products, and all dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, or substances defined as hazardous or as a pollutant or a contaminant in, or the release or disposal of which is regulated by any Federal, State or local environmental laws or regulations.

10.2 Representations and Warranties of Buyer. Buyer makes the following representations and warranties with respect to this Agreement:

(a) Buyer represents and warrants that it has all necessary and proper authority to enter into this Agreement and consummate all transactions contemplated herein; and

(b) Buyer represents and warrants that it has the financial ability to consummate and close this transaction.

10.3 Survival of Warranties and Representations. The foregoing representations and warranties shall be deemed to have been reaffirmed on the Closing Date and shall survive the Closing Date, recording of the Deed and consummation of this transaction for one (1) year from date of Closing.

11. General Indemnification.

Buyer shall defend, indemnify and hold Seller harmless from and against all claims, fines, judgments, penalties, liabilities, injuries, damages, losses or costs (including, but not limited to, court costs, attorneys' fees, consultant and expert fees, fines and penalties and amounts paid for settlement of claims) and other charges suffered or incurred by Seller arising directly or indirectly from Buyer's breach of any covenant or warranty of this Agreement, with respect to the enforcement of any of Seller's rights, for claims of any and all third parties directly or indirectly relating to the Real Estate that arose or accrued after the Closing Date except for claims relating to the condition of the Real Estate, including site stabilization, environmental, and erosion-related matters as limited by Seller's obligations in Section 9.2 hereof, which shall be and become Buyer's sole and exclusive responsibility post-Closing regardless when such claims arose or accrued, or any obligations of Buyer hereunder.

12. Real Estate Broker and Real Estate Agent Fees.

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

13. Risk of Loss.

Seller shall bear the risk of loss for the Real Estate up to and including the Closing Date. In the event the Real Estate is damaged or suffers casualty or diminution of value that, in the sole discretion of Buyer, materially alters the condition and value of the Real Estate, Buyer may voluntarily and unilaterally terminate this Agreement upon written notice to Seller, and all documents and the Deposit held by the Escrow Agent shall be returned to the Party depositing same, and each Party shall be relieved of all liabilities and obligations to the other, except for Buyer's obligations to Seller as outlined in Section of this Agreement.

14. Notice.

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

If to Buyer: xx[to be determined]xx

with a mandatory
copy to: xx[to be determined]xx

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

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

15. Miscellaneous.

(a) Buyer shall have possession of the Real Estate on the date title transfers to Buyer.

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

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

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

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

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

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

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

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

City of Huron

Triban Investment, LLC.

By: [DRAFT - DO NOT SIGN]
Matthew D. Lasko, City Manager

By: [DRAFT - DO NOT SIGN]
Name/Title: _____

Address: 417 Main Street
Huron, Ohio 44839

Address: xx[to be determined]xx

"Seller"

"Buyer"

Date: _____

Date: _____



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 1-2025 (*submitted by Matt Lasko*)
DATE: January 14, 2025

Subject Matter/Background

This resolution authorizes an acknowledgment of a renewal with GovDeals, Inc. as the City's internet auction provider used to dispose of items no longer deemed necessary for use by the City. This resolution simply identifies the internet auction contractor to be utilized when the City wishes to dispose of property via internet auction; the City can dispose of property by other means as desired.

Financial Review

The matter has been reviewed; there is no financial impact associated with the City's agreement with GovDeals, Inc., as all costs/fees are deducted from the final sale price of the items sold. A disposal request form will be approved prior to listing any items.

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. 1-2025 is in order.

[Resolution No. 1-2025 GovDeals.docx](#)

RESOLUTION NO. 1-2025
Introduced by William Biddlecombe

AN ANNUAL RESOLUTION EXPRESSING COUNCIL'S INTENT TO SELL PERSONAL PROPERTY DEEMED TO BE NO LONGER NEEDED FOR PUBLIC USE OR FOUND OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED BY INTERNET AUCTION UTILIZING GOVDEALS, INC.

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

SECTION 1: That Sections 5.05 and 5.06 of the Huron City Charter establish the authority of the City Council to enter into contracts for the purchase of all supplies, printing, materials, equipment and contractual services required by any agency of the City; and that Chapter 159 of the Huron Codified Ordinances establishes the Division of Purchasing.

SECTION 2: That pursuant to O.R.C. §721.15 Council hereby demonstrates its intent to utilize internet auction for the disposal of personal property no longer needed for public use, or deemed obsolete or unfit for the purpose for which it was acquired in the manner established by the agreement with GovDeals, Inc., adopted May 18, 2010 by Resolution 2010-33 and which automatically renews annually.

SECTION 3: That the City Council, pursuant to O.R.C. §721.15(C) not only intends to annually adopt the intent to sell such personal property, but also will publish in a newspaper of general circulation in the City, subsequent to the adoption of this resolution, a summary notice of this Resolution for two (2) weeks, the second notice to be published not less than ten (1) nor more than 20 (20) days after the first notice. Further, the City will post a notice in the offices of the Clerk of the Council and the City of Huron website continually throughout the year.

SECTION 4: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 5: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 2-2025 (*submitted by Matt Lakso*)
DATE: January 14, 2025

Subject Matter/Background

Pursuant to code requirements, the Zoning Department inspects potential violations and works with homeowners to correct said violations. In the event residents do not comply after notification has been received, the city may take further action to complete the work in order to achieve full code compliance. The work being charged to the homeowner is typically minor; for example, cutting grass or towing a vehicle. Resolution No. 2-2025 authorizes the cost of the work to be recouped by placing the amount on property owner's tax duplicate for the following year.

Financial Review

Resolution 2-2025 will authorize the City to certify actual charges incurred by the City to the County Auditor related to remediation of noncompliant conditions under Chapter 521 (Health, Safety and Sanitation), Chapter 523 (Junk Vehicles), and Chapter 557 (Grass, Weeds and Vegetation) of the codified ordinances. The amount certified to the Auditor will recoup these costs and be placed on the property's tax duplicate for the following year.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 2-2025 is in order.

[Resolution No. 2-2025 Resolution of Necessity Bldg Maintenance.docx](#)

RESOLUTION NO. 2-2025

Introduced by Joe Dike

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

WHEREAS, the Codified Ordinances of the City of Huron ("City") provide for the adoption and enforcement of building code, property maintenance, and zoning regulations and enforcement thereof; and

WHEREAS, through its Codified Ordinances, the City has adopted the Ohio Building Code, the Residential Code of Ohio, and the International Property Maintenance Code to establish rules and regulations affecting the construction, alteration, removal, demolition, equipment, use, occupancy, location, repair, and maintenance, of property within the City; and

WHEREAS, the City also has adopted a comprehensive zoning code to promote and protect the public health, safety, convenience, comfort, prosperity, and general welfare of the City and its residents; and

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

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

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

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

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

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

SECTION 4. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 3-2025 (*submitted by Stuart Hamilton*)
DATE: January 14, 2025

Subject Matter/Background

Resolution 3-2025 will authorize the first legislative step in the process related to the Sidewalk Assessment for 2026, where staff has identified District 4 as the next designated area to be inspected and assessed, as necessary. Upon adoption, administration will proceed with the assessment process as outlined in the ORC. As with all assessment projects, notification and due process rights are required prior to the consideration of the subsequent legislative steps that must be adopted before the assessment list can be certified to the County Auditor.

Financial Review

The City budgeted \$150,000 for sidewalk and tree repairs in 2025 out of the Property Maintenance Fund. If costs are incurred by the City to repair sidewalks and/or trees, the City will request reimbursement from the property owner. The property owner may elect to have the total cost, plus interest, added to the property tax bill over 4 years. If elected, the City will certify the costs to the County Auditor in accordance with City ordinances and State law. The amount certified to the Auditor will recoup these costs and be placed on the property's tax duplicate for the following year.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 3-2025 is in order.

[Resolution No. 3-2025 Resolution of Necessity Sidewalks.docx](#)
[Streets by District 4.pdf](#)

RESOLUTION NO. 3-2025
Introduced by Sam Artino

A RESOLUTION OF NECESSITY RECOMMENDING AND APPROVING OF INSPECTIONS OF PROPERTIES CITY-WIDE IN ANTICIPATION OF ENFORCEMENT OF SIDEWALK-RELATED ORDINANCES AND OHIO LAW RELATING TO SIDEWALKS.

WHEREAS, Section 521.06 of the Codified Ordinances of the City of Huron ("City") requires owners and or persons in charge of property within the City to construct, repair, and maintain sidewalks for the safe usage by pedestrians in accordance with City standards and as set forth in the Codified Ordinances; and

WHEREAS, the Codified Ordinances of the City permit the City to order the construction, maintenance, or repair of sidewalks not conforming with City standards and for the enforcement thereof; and

WHEREAS, City-wide property inspections shall be undertaken to investigate the condition of sidewalks within District 4 (as shown in the diagram attached hereto as "Exhibit A" and incorporated herein by reference) the City to ensure compliance with existing Codified Ordinances and Ohio law;

WHEREAS, the City will pursue enforcement efforts, including but not limited to, later legislation requiring maintenance, repair, or replacement of sidewalks within District 4, and certification of actual charges to ensure compliance to the Erie County Auditor at a later date if and as applicable.

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

SECTION 1. That this Council hereby recommends and approves City-wide property inspections to investigate the condition of sidewalks within District 4 (as shown in the diagram attached hereto as "Exhibit A" and incorporated herein by reference) the City of Huron to ensure compliance with existing Codified Ordinances and Ohio law, and in anticipation of enforcement of said Ordinances and Ohio law.

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

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

SECTION 4. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22.

SECTION 5. That this Resolution shall be in full force and effect from and immediately following its adoption.

	<hr/>	Monty Tapp, Mayor
ATTEST:	<hr/>	
	Clerk of Council	
ADOPTED:	<hr/>	





TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 4-2025 (*submitted by Stuart Hamilton*)
DATE: January 14, 2025

Subject Matter/Background

Resolution 4-2025 will authorize the first legislative step in the process related to the Tree Assessment for 2026, where staff has identified District 4 as the next designated area to be inspected and assessed, as necessary. Upon adoption, administration will proceed with the assessment process as outlined in the ORC. As with all assessment projects, notification and due process rights are required prior to the consideration of the subsequent legislative steps that must be adopted before the assessment list can be certified to the County Auditor.

Financial Review

The City budgeted \$150,000 for sidewalk and tree repairs in 2025 out of the Property Maintenance Fund. If costs are incurred by the City to repair sidewalks and/or trees, the City will request reimbursement from the property owner. The property owner may elect to have the total cost, plus interest, added to the property tax bill over 4 years. If elected, the City will certify the costs to the County Auditor in accordance with City ordinances and State law. The amount certified to the Auditor will recoup these costs and be placed on the property's tax duplicate for the following year.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 4-2025 is in order.

[Resolution No. 4-2025 Resolution of Necessity Trees \(1\).docx](#)
[Streets by District 4.pdf](#)

RESOLUTION NO. 4-2025
Introduced by Sam Artino

A RESOLUTION OF NECESSITY RECOMMENDING AND APPROVING OF INSPECTIONS OF PROPERTIES CITY-WIDE IN ANTICIPATION OF ENFORCEMENT OF TREE-RELATED ORDINANCES AND OHIO LAW RELATING TO TREES.

WHEREAS, the City of Huron ("City") has adopted tree-related ordinances, including Section 521.15 (Duty to Maintain Trees in Tree Law) and Chapter 907 (Trees), for the purpose of controlling the blight and disease of shade trees within public rights-of-way, and for the planting, maintaining, trimming, removing, preservation, and/or replacement of trees in and along streets, alleys, and public grounds and places; and

WHEREAS, City-wide property inspections shall be undertaken to investigate the condition of trees within District 4 (as shown on the diagram attached hereto as Exhibit "A" and incorporated herein by reference) in the City of Huron to ensure compliance with existing Codified Ordinances and Ohio law;

WHEREAS, the City will pursue enforcement efforts, including but not limited to, later legislation requiring care and maintenance to, or replacement of, various trees within District 4, and certification of actual charges to ensure compliance to the Erie County Auditor at a later date if and as applicable.

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

SECTION 1. That this Council hereby recommends and approves City-wide property inspections to investigate the condition of trees within District 4 (as shown on the diagram attached hereto as Exhibit "A" and incorporated herein by reference) in the City of Huron to ensure compliance with existing Codified Ordinances and Ohio law, and in anticipation of enforcement of said Ordinances and Ohio law.

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

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

SECTION 4. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22.

SECTION 5. That this Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:

District 4





TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 5-2025 (*submitted by Matt Lasko*)
DATE: January 14, 2025

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.

Outstanding Charges to be Certified (8/8/24 through 12/31/24):

Parcel #Parcel	Address	Case #(s)	Outstanding Balance
42-01429.000	1225 Marina	1231, 1220, 1194, 1190	531.25
42-00864.000	926 Strowbridge	1230, 1221, 1219, 1203	425.00
42-01067.000	531 Berlin	1229, 1222, 1216, 1206, 1188	637.50
45-00049.000	305 Magnolia	1177	106.25
TOTAL:			1,700.00

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. 5-2025 is in order.

[Resolution No. 5-2025 Certify Mowing Charges to Auditor \(2\).docx](#)

RESOLUTION NO. 5-2025

Introduced by Joel Hagy

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 2024 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:

CITY OF HURON

Resolution No. 5-2025

Mowing Charges Certified to Erie County Auditor

8/8/24 through 12/31/24

Parcel #	Parcel Address	Case #(s)	Outstanding Balance
42-01429.000	1225 Marina	1231, 1220, 1194, 1190	531.25
42-00864.000	926 Strowbridge	1230, 1221, 1219, 1203	425.00
42-01067.000	531 Berlin	1229, 1222, 1216, 1206, 1188	637.50
45-00049.000	305 Magnolia	1177	106.25
TOTAL:			1,700.00



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 6-2025 (*submitted by Matt Lasko*)
DATE: January 14, 2025

Subject Matter/Background

This legislation is requesting permission to participate in the many available cooperative purchasing programs through December 31, 2025. What these programs allow the City to do is to search these programs for pre-bid and pre-approved pricing. Purchasing from these programs removes the requirement to go out to bid if purchased from one of the approved contracts as these programs have already put the items out to bid.

Financial Review

There is no financial impact relating to this legislation, other than savings realized through use of the various cooperative purchasing programs.

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. 6-2025 is in order.

[Resolution No. 6-2025 Cooperative Purchasing Programs \(1\).docx](#)

RESOLUTION NO. 6-2025

Introduced by: Joe Dike

A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR AND /OR CITY MANAGER TO PARTICIPATE IN VARIOUS COOPERATIVE PURCHASING PROGRAMS FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2025.

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

WHEREAS, the Home Rule powers of the Ohio Constitution and Section 125.04 of the Ohio Revised Code grant power to the City of Huron to participate in joint purchasing programs; and

WHEREAS, the Ohio Department of Administration Services (ODAS), Ohio Department of Transportation (ODOT), General Services Administration (GSA), U.S. Communities Government Purchasing Alliance, Sourcewell, National Institute of Government Purchases (NIGP), and any other governmental cooperative programs are non-profit instruments of the government that assist local and state agencies in reducing costs of purchased goods through competitively solicited contracts; and

WHEREAS, Council desires to authorize the Finance Director and/or City Manager to participate in these programs for the purchase of goods on behalf of the City for calendar year 2025.

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

SECTION 1: That Council authorizes a certified copy of this Resolution be filed with the ODAS, as required by ORC 125.04(A)(2), that request be made of ODAS that the City of Huron be authorized to participate in any such cooperative purchasing contracts and arrangements, that the City of Huron agrees to be bound to the terms and conditions as ODAS prescribes, and the City of Huron shall pay vendors directly under each such purchase contracts.

SECTION 2: That Council, pursuant to the Home Rule authority granted to it by the Ohio Constitution, and Ohio Revised Code Section 125.04, hereby authorizes the Director of Finance and/or City Manager to participate in governmental cooperative programs for the purchase of vehicles, machinery, materials, supplies, and other articles for the City for calendar year 2025.

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

SECTION 4: That this Resolution shall be in full force and effect from and immediately after its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 7-2025 (*submitted by Matt Lasko*)
DATE: January 14, 2025

Subject Matter/Background

Resolution No. 7-2025 authorizes execution of a Collective Bargaining Agreement between the City and Local 4168 of the International Association of Firefighters for the period of January 1, 2025 through December 31, 2027. The current Collective Bargaining Agreement expired on December 31, 2024.

The administration, law department and the union met over a series of negotiating sessions to discuss managerial, administrative and financial modifications to the contract. A summary of these modifications is as follows:

- 3-year contract (2025-2027), however with automatic contract reopeners in 2026 and 2027 for healthcare and wages
- Wage increases that average \$1.75 to base rate similar to other bargaining unit contracts
- Alterations to the longevity calculation to add a step and move to percentage of salary versus static amounts
- Increased uniform allowance by \$150
- Increased employee contribution towards the healthcare premium to 6%
- Changed from a Health Reimbursement Account to a Health Savings Account
- In order to abide by the Fair Labor Standards Act, introduced Kelly Days as a means to ensure members are not regularly working above FLSA limits.

Financial Review

The 2025 Municipal Budget includes expenses based on the terms of the Collective Bargaining Agreement with the IAFF.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution 7-2025 is in order.

[Resolution No. 7-2025 IAFF CBA 2025-2027.doc](#)

[Resolution No. 7-2025 Exh A 2025-2027 IAFF CBA.docx](#)

RESOLUTION NO. 7-2025
Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER'S EXECUTION OF AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS/HURON LOCAL 4168, HURON, OHIO FOR THE CONTRACT PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

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

SECTION 1: The City Manager's execution of an agreement for and on behalf of the City of Huron, Ohio with the International Association of Fire Fighters/Huron Local 4168 is hereby authorized, said agreement to be substantially in the form of "Exhibit A" which shall be attached hereto and made a part hereof upon execution by all Parties.

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 go into effect and be in full force and effect from and after the earliest date allowed by law.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

**A COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**THE
CITY OF HURON**

AND

**THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 4168**

*JANUARY 1, 2025
DECEMBER 31, 2027*



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ARTICLE 1

PURPOSE

1.1 This Agreement is entered into by and between the City of Huron, hereinafter referred to as the "Employer" and/or "City", and Local 4168, International Association of Firefighters, hereinafter referred to as the "Union." It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences that may arise; and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE 2

RECOGNITION

2.1 The Employer recognizes Huron Professional Firefighters, Local 4168 International Association of Firefighters AFL-CIO, as the sole and exclusive Bargaining Agent for the Fulltime Employees of the City of Huron Fire Department, Huron, Ohio, with the exception of the Fire Chief and part-time Employees.

2.2 Union shall have sole authority on behalf of all Employees in the bargaining unit to bargain with respect to all matters relating to wages, hours and other terms and conditions of employment.

2.3 The City and the Union agree to enter in good faith negotiations in all matters as required by law. Both parties agree the Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the City to represent the Union. The names of the Employees so selected who may represent the Union shall be certified in writing to the City Manager.

2.4 The Employees covered under this agreement presently include:

- Full time Firefighters
- Full time Lieutenants
- Full time Captains

ARTICLE 3

MANAGEMENT RIGHTS

3.1 The Union recognizes that except as otherwise expressly limited in the Agreement, the City has the sole and exclusive right to manage its operations and facilities and to direct the work force. The right to manage includes, but is not limited to, the authority of the City and its sole and exclusive discretion and judgment, to:

1. Determine matters of inherent managerial policy which govern, including but not limited to, the function and programs of the City, standards of service, its overall budget, utilization of technology, and its organizational structure,
2. Direct, supervise, evaluate or hire Employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain Employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the City as a unit of government;
8. Take actions to carry out the mission of the City as a governmental unit; and
9. Effectively manage the work force.

3.2 The parties recognize that the Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms, and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

ARTICLE 4 **NO STRIKE/NO LOCKOUT**

4.1 The Union, members, and Employees shall not call, sanction, encourage, finance and/or assist in any strike, walk-out, work stoppage or slow-down at any operation or operations of the City for the duration of this Agreement.

4.2 The Union, its members and Employees, shall cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate violations of Section 1 committed by its members or Employees. In the event a violation occurs, the Union shall promptly notify all members and Employees that such action is prohibited and advise all members to return to work at once.

4.3 The Employer agrees that neither it, its officer, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of IAFF Local 4168, unless those members have violated Section 1 of this Article.

4.4 In the event the Ohio Revised Code Section 4117 does change, this Article shall be renegotiated within sixty (60) calendar days to the satisfaction of both parties, pursuant to the collective bargaining laws.

ARTICLE 5 **DISCRIMINATION**

5.1 The parties to this agreement shall not discriminate for or against any Employee on the basis of membership or position in the Union and both the Employer and Union agree to conform to all Federal and/or State Equal Employment laws.

5.2 The Employer and the Union agree there will be no discrimination by the Employer or the Union against any Employee because of the Employee's lawful activities and/or support of the Union or because the Employee does not support the Union or participate in Union activities.

5.3 The use of the male or female gender of nouns or pronouns is not intended to describe any specific Employee or group of Employees but is intended to refer to all Employees in the job classifications, regardless of gender assigned at birth.

ARTICLE 6

STEWARDS/REPRESENTATIVES/BARGAINING TEAM

6.1 The President of Local 4168 and/or their designee may be allowed time off with pay to perform the following Union business as long as, at the time the request is made, sufficient manning can be sustained at four personnel for the date requested as defined hereunder:

- Representation of a bargaining unit member at any step of the grievance process, conferences or inquires.
- Attendance at IAFF, OAPFF, AFL-CIO or labor relations seminars or any meeting or seminar the President of Local 4168 or his/her designee deems necessary to attend.

The President or their designee shall perform such IAFF business with proper regard for the operational needs of the Employer not to exceed 80 hours per calendar year.

Duty time spent in IAFF business shall be compensated at the applicable straight time rate of pay, and there shall be no overtime compensation for the time spent on IAFF business which extends beyond the Employee's regularly scheduled work day or work week.

6.2. Up to two (2) members of the contract negotiating team, per shift, shall be allowed time off for the purpose of attending all meetings which have been mutually set by the Union and the Employer. This shall be contingent upon the Employee providing a qualified person to replace them during the absence. Coverage shall be approved unless the Fire Chief or commanding officer determines that an emergency situation, i.e., unforeseen manpower shortages, exists which prohibits such coverage.

6.3 It is hereby agreed that for the purpose of conducting Union business, Station #1 may be used for Union meetings, but such use shall not interfere with the rights to the use of either station by other members of the Department or those who have previously scheduled the same during the time meetings are being conducted. It is understood that said meetings shall be conducted in a businesslike and professional manner, and departmental operations shall take precedence.

6.4 Whenever a firefighter, who is a sworn member of a fire department in Erie County, Ohio is killed in the line of duty, up to 2 (two) on duty members of the Union shall be given time off with pay to attend the funeral.

ARTICLE 7

UNION SECURITY

7.1 All full-time Fire Department Employees shall have the right to become or refuse to become members of the Union and to participate in its activities upon completion of their probationary period.

7.2 Service Fee - Employees who do not join the Union may pay a voluntary service fee to the Union in place of a membership fee (Dues). This agreement shall commence thirty (30) days following the signed agreement between the member and the local. This provision shall not require any employee to become a member of the Union, nor shall the service fee exceed dues paid by members of the Union. The written authorization for such deduction of a service fee by the Employer from the payroll check of the employee and its payment shall be provided to the Employer by the parties entering into the agreement. Service fee payment to the union shall be as outlined in this article.

ARTICLE 8 **PREVAILING RIGHTS**

8.1 The City agrees not to reduce or rescind any clearly established benefits in effect and regularly provided to Employees at the time of the signing of this Agreement, but which are not specifically referred to in this Agreement, and they shall remain in full force during the terms of this Agreement; provided, however, that nothing provided for herein shall interfere with or prevent the City from exercising those management rights as set forth in Article 3 of this Agreement.

8.2 All present, household conveniences presently provided by the Management shall be maintained.

ARTICLE 9 **PRINTING AND SUPPLYING OF AGREEMENT**

9.1 The Employer agrees to bear the costs of printing this Agreement.

9.2 Within thirty (30) calendar days of the execution of their Agreement, a copy shall be furnished to each bargaining unit Employee.

ARTICLE 10 **LABOR/MANAGEMENT MEETING**

10.1 In the interest of sound labor/management relations, unless mutually agreed otherwise, as needed at a mutually agreeable day and time, the Chief and/or their designee and the City Manager and/or their designee shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

10.2 An agenda will be furnished by both parties at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union Representatives who will be attending. The purpose of such meeting shall be to:

- a) Discuss the administration of this Agreement;
- b) Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;
- c) Discuss grievances which have not processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by both parties;
- d) Disseminate general information of interest to the parties;
- e) Discuss ways to increase productivity and improve efficiency;
- f) To consider and discuss health and safety matters relating to Employees.

10.3 It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 11

BULLETIN BOARDS

11.1 The Employer agrees to provide bulletin board space in an agreed upon area of each manned station for use by the Union. Such space will be clearly marked "IAFF Local 4168."

11.2 All notices which appear on the bulletin board(s) shall be posted and removed by the appropriate Union officials or designees during times not to interfere with daily operations and shall be related to items of interest to the members. Union notices relating to the following matters may be posted:

- a) Newspaper and magazine articles.
- b) Union members' personal notices.
- c) Union recreational and social notices.
- d) Notices of Union meetings.
- e) Notices of Union elections.
- f) Results of Union elections.
- g) Union appointments.
- h) Rulings, policies, reports of committees and officers of the IAFF, OAPFF, and Local 4168 and the AFL-CIO.
- i) Reports of non-political standing committees and independent non-political arms of the Union.
- j) General business notices of the Union.
- k) Comments, as determined by the Union body, regarding a candidate and/or political issue excluding Huron City officials.

11.3 All other notices of any kind not covered in the above listing must receive prior approval of the Fire Chief or their designated representative. It is also understood that no material may be posted on the Union bulletin board(s) at any time which contains the following:

- a) Personal attacks upon any other Employee
- b) Scandalous, scurrilous, or derogatory attacks upon the administration or City officials.
- c) Attacks on any other Employee organization.
- d) Articles of discriminatory nature.

11.4 The Employer shall be permitted to remove any posted material not in conformance with the provisions of this Article. The Employer shall immediately notify the Union when materials are removed and the subject material shall be returned to the Union immediately.

ARTICLE 12

PROBATIONARY PERIOD

12.1 Probationary period and the retention or reduction or removal of probationary Employees shall be governed by the applicable City of Huron Codified Ordinance, Chapter 161, Division of Personnel, Ordinance 161.08 Appointment and Probation. This matter shall not be subject to the grievance procedure contained herein.

ARTICLE 13

MINIMUM QUALIFICATIONS

13.1 The Employer will not remove or discipline any Employee in the bargaining unit for failure to meet any minimum qualifications that were not in effect for their classification on their date of hire, except as otherwise provided in Section 13.2 below.

13.2 This Article does not prohibit the Employer from taking appropriate measures against an Employee in the bargaining unit who does not in good faith successfully complete training and/or course work required of Employees, or from taking appropriate measures against an Employee for failing to perform or being able to do the duties of his classification.

ARTICLE 14

RESIDENCY REQUIREMENT

14.1 It is realized by the Employer and the Union that no member of this bargaining unit is subject to residency requirements.

ARTICLE 15

Hours of Work

15.1 Each shift shall be staffed with a minimum of one (1) Captain, one (1) Lt. and three (3) firefighters. All employees shall work an average work week of 53-hours, unless otherwise assigned to a 40-hour work week by the Chief of the Department. A 53 hour work week shall be comprised of an arrangement of non-consecutive shifts. Shifts will begin at 0700 and end at 0700 the next day. The Employer and the employee agree to a nineteen (19) day, 144 hour work period. Kelly Days will be utilized to maintain compliance with the Fair Labor Standards Act ("FLSA"). The Chief or their designee shall determine which employees per shift are to take Kelly Days needed to avoid incurring overtime for hours worked by the employee during a 19 day period. Hours worked means all hours in active pay status, including scheduled time off. The employees thus assigned to take Kelly Days during each 19 day period shall determine among themselves the day on which their Kelly Day shall be taken. Kelly Days shall be selected by members in accordance with seniority.

For 2025, Kelly Days will be selected within 14 days after the ratification of the collective bargaining agreement. In subsequent years, Kelly Days will be selected annually by the members no later than November 1st of the preceding year. A Kelly Day shall be taken only as a twenty- four (24) hour day. No Kelly Days are to be scheduled on holidays listed in Article 26.

15.2 If the City informs the Union by October 1, 2025 that it no longer wishes to utilize Kelly Days to comply with FLSA requirements for 2026, the City and Union will go directly to arbitration to determine the work week for 2026. The parties shall mutually select the Arbitrator from an FMCS panel of 7 Ohio-based Arbitrators. The arbitration decision must be issued by November 30, 2025. Two days prior to the scheduled arbitration hearing, the parties will submit language to the Arbitrator, and copy the opposing party, that it proposes to replace the language in Article 15. The Arbitrator shall only have the authority to select either the Union's proposed language or the City's proposed language. The Arbitrator's decision shall be final and binding on the parties.

15.3 Should the City not utilize its ability to address the use of Kelly Days established in Article 15.2, the parties will continue to adhere to the language in Article 15.1 for 2026. If the City informs the Union by October 1, 2026, that it no longer wishes to utilize Kelly Days to comply with FLSA requirements for 2027, the City and Union will go to expedited arbitration under AAA to determine the work week for 2027. The parties shall mutually select the Arbitrator from an FMCS panel of 7 Ohio-based Arbitrators. The arbitration decision must be issued by November 30, 2026. Two days prior to the scheduled arbitration hearing, the parties will submit language to the Arbitrator, and copy the opposing party, that it proposes to replace the language in Article 15. The Arbitrator shall only have the authority to select either the Union's proposed language or the City's proposed language. The Arbitrator's decision shall be final and binding on the parties.

15.4 Should the City not utilize its ability to address the use of Kelly Days established in Article 15.2 or 15.3, the parties will continue to adhere to the language in Article 15.1 as negotiated.

15.5 In the event a Fulltime opening shall exist due to retirement, termination, or permanent disability, the City shall proceed to fill that position in a prompt and timely manner; provided, however, any such position shall be filled within ninety (90) days of the occurrence of the event creating such vacancy.

15.6 The "OIC" of each shift shall be responsible for submitting the required time sheet for each firefighter on their shift to the Chief of the Department, or their designee, on the Monday preceding a payday.

ARTICLE 16 **Overtime Pay**

16.1 All hours worked in excess of regularly scheduled shifts (average of 53-hour work week; 144 hours in a 19 day cycle) shall be at the call-in overtime rate. (Call-in overtime pay rate is 150% of hourly rate figured on a forty (40) hour week.) With the exception of emergency situations, overtime will be offered in accordance with the procedure now in effect. As per the Codified Ordinances, overtime hours may be taken as either pay or compensatory time.

16.2 Whenever it is necessary to staff a position which is vacant by reason of an emergency, such as sickness, emergency leave, or other unscheduled absences, excluding comp time and vacations, notice of which occurs less than eight (8) hours prior to the need, overtime shall be utilized to staff the position.

16.3 Rotating overtime list and scheduling shall be maintained by the Administrative Officer or their designee per the current MOT policy found in the Huron Fire Department Policy Manual.

16.4 Provided the City follows the order of the list prepared by Union in calling overtime personnel, no grievance may be filed by any member concerning overtime.

ARTICLE 17

Compensatory Time/Comp Time

17.1 Comp time is available, but you may not have in excess of one hundred forty-four (144) hours on the record at any one time. Comp time that is earned in excess one hundred forty-four (144) hours will be paid at the members hourly rate:

- a) You may opt to take comp time for hours worked (emergency call-in) in excess of your regular shift at the 150% rate. (1.5 hours for each hour i.e., work 3 hours, receive 4.5 hours of comp time.)
- b) If you attend a mandatory class off duty, you will be given the choice of comp time or pay at the 150% rate. If you attend a non-mandatory course off duty, the Department will pay the tuition (in accordance with om- regular training allowance per man), you will not be charged with time-off, and you will accumulate comp time hour for hour for each course hour.
- c) Compensatory time will be accumulated in the same manner as all other City Employees (i.e. 1hour of eligible time is banked as 1.5 hours), yet because of the duty schedule of 24-hour shifts, a 24-hour period off will be charged at the rate of 13.3 hours. If less time than 24 hours is used, a rate of .55 hours of compensatory time for each hour the Employee is actually off will be charged.

ARTICLE 18

Sick Leave

18.1 A member shall be entitled, for each month of service, to sick leave of one and one fourth (1 1/4) work days-with pay and shall be entitled to accumulate an unlimited amount of sick leave pursuant to Codified Ordinance 163.02 as in effect on January 1st, 1991. Sick time will be accumulated in the same manner as all other City Employees, yet because of the duty schedule of 24-hour shifts, a 24-hour period off will be charged at the rate of 13.3 hours. If less time than 24 hours is used, a rate of .55 hours of sick time for each hour the Employee is actually off will be charged. A member may use sick leave, upon approval of the responsible Department Head, or their designee, for absence due to illness, injury or exposure to contagious disease which could be communicated to other Employees and to illness or injury in the Employee's immediate family. Immediate family shall be as described in Codified Ordinance 163.03. The responsible Department Head may require the Employee to furnish a satisfactory certificate that the absence was caused by illness due to any of the causes mentioned in this section and is capable and fit to return to regular assigned duties.

18.2 Any member may use up to three (3) workday's sick leave for the birth of their biological or adoptive child.

18.3 A member who transfers from one City department to another shall be credited with the unused balance of their accumulated sick leave.

18.4 Each member whose employment with the City commenced on or after January 1st, 1973 shall be allowed a credit for accumulated sick leave accrued while in the employ of another Ohio political subdivision up to a maximum of fifteen (15) days.

18.5 A member who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of January of any calendar year on the form provided in Appendix "A" and shall be granted the right to convert thirty (30) hours sick leave to ten (10) hours compensatory time per three-month period. A member shall not convert in excess of forty (40) hours compensatory time on any calendar year.

18.6 As of December 31st, 2002, a member who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of October of the proceeding calendar year on the form provided in Appendix "B" and shall be granted the right to convert a maximum of eighty (80) hours sick leave to a cash payment to be paid to the Employee. Forty (40) hours shall be paid with the first pay of February and forty (40) hours shall be paid with the first pay in July.

18.7 After three (3) consecutive sick shifts, the Chief or their designee may request written confirmation of the nature of the member's illness from a physician. After five (5) consecutive days the member must produce written confirmation of the nature of the illness from a physician.

18.8 After three (3) sick shifts in any rolling three (3) month period, the Chief or their designee may request written confirmation of the nature of the member's illness(es).

18.9 Effective January 1, 2009, all sick leave hours shall be frozen, for those employees employed on December 31, 2008 at the hourly rate in effect on December 31, 2008. The frozen hours shall be multiplied by the 12/31/08 hourly rate to arrive at the amount of payout to which the employee is eligible for accumulated sick leave. The employees will continue to accrue sick leave without maximum accrual for the remainder of their tenure with the city. Upon retirement, the employee has the option of being paid out sick leave on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the employee's current hourly rate or the frozen amount determined on December 31, 2008, whichever is greater. These two plans are mutually exclusive and any employee employed as of December 31, 2008 may accept one, of the two alternatives upon retirement or their beneficiary upon death in office. Employees hired after January 1, 2009 shall be paid sick leave payout upon retirement on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the employees current hourly rate.

18.10 Abuse of sick leave, including falsification of information provided in connection with sick leave, shall be grounds for discipline up to and including discharge.

18.11 Members of the Union shall be entitled to participate in an Employer sanctioned sick leave bank. The Employer and Union agree that Union participation shall be utilized in the creation the policies of an Employer sanctioned sick leave bank. Until the creation and ratification by the Union of an Employer sanctioned sick leave bank, the Union shall preserve the sick leave bank and the controlling policy below as was in existence at the time of the signing of this document. Any and all hours remaining in the fire sick leave bank shall be addressed by the Employer and the Union in the creation of the Employer sanctioned bank.

Sick leave bank policy to remain in effect until the creation of an Employer sanctioned sick leave bank. Employees shall be permitted to contribute sick leave hours to a sick leave bank for use by any Employee who has exhausted all of their own sick leave under the following conditions:

- A. The Sick Leave bank shall have a maximum balance of three thousand (3000) hours.
- B. Employees that have suffered any illness or injury in the scope of their employment and have exhausted the benefits under Article 27 or were not covered under the provisions of Article 27 may draw from the sick leave bank after all their available benefits have been exhausted.
- C. Employees that have suffered any illness or injury to themselves or their immediate family outside the scope of their employment may draw from the sick leave bank only after the Employee has exhausted all of their own sick leave, vacation, and compensatory time.
- D. In no event shall an Employee be eligible to receive more than 1,000 hours from the Sick Leave Bank.
- E. No Employee shall be permitted to contribute more than one thousand (1000) hours during the term of their employment.

ARTICLE 19

WORK RULES

19.1 The Union recognizes that the Employer, in order to carry out its required mandates and goals, as established by the Huron City Charter and Codified Ordinances, has the right to declare reasonable work rules, policies, and directives consistent with the statutory authority to regulate the Employees on-duty conduct and the conduct of the Employer's services and programs.

19.2 It is the Employer's intentions that work rules, policies, and directives shall be interpreted and applied uniformly to all Employees under similar circumstances.

19.3 It is agreed that, where the Employer has determined that written work rules are necessary, the Employer will make them available to the Employees. Employees will be notified in advance of any change in the work rules. This notice shall be by posting a notice on the bulletin board(s), or through general distribution of a memorandum. Copies of newly established written work rules, or amendments to existing written work rules, will be furnished to and discussed with, representatives of the Union, upon the Union's request.

19.4 This Article shall not be interpreted in any manner to relieve an Employee of their responsibilities to follow established rules and procedures of good work-related conduct, whether or not such rules and procedures have been reduced to writing.

19.5 A copy of Fire Department work rules, policies, and directives shall be maintained and kept current and shall be available for inspection.

19.6 The Employee shall have the right to grieve any work rule(s), policies, procedures, or directives that they feel are not consistent with the terms of this Agreement.

ARTICLE 20

CONTRACTING OUT

20.1 The Employer shall not during the life of this Agreement, contract out work that results in the layoff or reduction of regular hours of any Employee in the bargaining unit. This would not prohibit the Employer from contracting out work or services of a nature and size that they could not be economically performed by Employees in the bargaining unit.

20.2 Grievances over whether the contracting out violated this provision of the Agreement shall be filed at the City Manager level of the grievance procedure.

ARTICLE 21

FACILITY STANDARDS

21.1 During the life of this agreement the Employer will continue to provide Employees with such sleeping quarters, lounge facilities with adequate furniture, kitchen equipment, microwave ovens, dishwasher, eating facilities, air conditioning, lockers, and restroom facilities as are currently provided by City funds.

21.2 Furthermore, Employee(s) may own, use, and maintain televisions, radios, video recorders, microwave ovens, vending machines, and kitchen equipment as currently allowed.

21.3 Employee(s) may continue such activities of watching television, listening to radios, receiving and reading newspapers, telephones, and visitation privileges and to own, operate, and maintain exercise, sporting, and recreation equipment provided such activities do not interfere with their responsibilities and duties and are approved by the appropriate O.I.C.

ARTICLE 22

CORRECTIVE ACTION. DISCHARGE OR SUSPENSION

22.1 No Employee, for disciplinary reason, shall be reduced in pay or position, suspended, discharged or disciplined without just cause. Disciplinary action must be initiated within a reasonable time provided the Employer can show that it exercised due diligence in investigating the alleged incident.

22.2 Discipline

- A. Except in cases of serious misconduct, discipline will be progressive.
- B. Progressive discipline shall take into account the nature of the violation, the Employee's record of discipline and the Employee's record of performance and conduct.
- C. The Employer agrees not to discharge or suspend an Employee without first offering the Employee an opportunity for a hearing. This hearing is to be held between the Employer, the Employee, and Union representation. The hearing shall consist of written notice of the charges, a written notice from the Employer to the Employee with the names of those attending the hearing, a brief explanation of the evidence, and an opportunity for the Employee to respond.
- D. Any disciplinary action imposed may be appealed by the member by following the grievance procedure contained within this contract.

22.3

1. Oral and written reprimands shall have no force and effect in future disciplinary actions after twenty-four [24] months provided there are no same of similar disciplinary actions during such period of time.
2. Suspension shall have no force and effect in future disciplinary actions after forty-eight (48) months, provided there are no same or similar disciplinary actions during such period of time.

ARTICLE 23 **DEFINITION OF DEPARTMENTAL SENIORITY**

23.1 Departmental seniority shall be determined by the continuous service in the Huron Fire Department calculated from the date of full-time employment. Continuous services shall be broken only by resignation, discharge, or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking eligibility on the Huron Fire Department's Testing Eligibility List.

23.2 Departmental seniority shall be used in the determination of the following:

1. Order of vacation pick
2. Layoff & call back procedures

ARTICLE 24 **Reserved for future use**

ARTICLE 25 **Vacations**

25.1 The city shall provide vacation with full base pay in accordance with the schedule listed below:

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCUMULATION</u>
After 1 Year	2 Weeks
After 7 Years	3 Weeks
After 13 Years	4 Weeks
After 20 Years	5 Weeks
After 26 Years	6 Weeks

<u>ANNUAL VACATION ENTITLED TO</u>	<u>CREDIT PER PAY PERIOD</u>
80 Hours	3.1 Hours
120 Hours	4.6 Hours
160 Hours	6.2 Hours
200 Hours	7.7 Hours
240 Hours	9.2 Hour

25.2 Vacation time will be accumulated in the same manner as all other City Employees, yet because of the duty schedule of 24-hour shifts, a 24-hour period off will be charged at the rate of 13.3 hours. If less time than 24 hours is used, a rate of .55 hours of vacation for each hour the Employee is actually off will be charged.

ARTICLE 26

Holiday Compensation

26.1 Employees on a fifty-three hour workweek shall be paid an annual allowance of one hundred eight (108) hours at their regular base rate per year in lieu of the following holidays:

New Year's Day	Patriot Day (September 11)	New Year's Eve (half-day)
Martin Luther King Jr. Day	Veteran's Day	
President's Day	Thanksgiving Day	
Good Friday (half-day)	Day after Thanksgiving Day	
Memorial Day	Christmas Eve (half-day)	
Juneteenth	Independence Day	
Labor Day	Christmas Day	

26.2 Employees in the Bargaining Unit shall receive Holiday Pay on the 24th pay period.

26.3 Employees in the Bargaining Unit shall receive three (3) personal days. Personal days will be used for days off of work and will be used in 24 hour increments, covering one full shift day (07:00-07:00). The scheduling of Personal days shall follow the same procedure used in the scheduling of Vacation time and shall be approved at the discretion of the Captain or their designee. Personal days will not be able to be converted into monetary payout and will not roll over into the next calendar year.

26.4 Employees shall receive eight (8) hours of personal time at the regular base rate paid at the time employees receive holiday pay.

ARTICLE 27

JOB RELATED INJURY LEAVE

27.1 Any Employee suffering a physical injury on the job or job-related illness which leaves the Employee disabled and unable to perform their regular duties shall be paid their regular base pay during the period of each disability, or fifty-two (52) consecutive weeks, whichever is less.

27.2 Injury or job-related illness leave pay shall also be contingent upon the injured Employee signing or transferring, in writing, any remuneration they may receive from the Bureau of Worker's Compensation on account of said injury to the Employer. The Employer may increase the number of weeks these benefits are to be paid in increments of six (6) weeks at the option of the Employer.

27.3 During the period of disability leave, the Employer, in addition to paying the Employee's regular salary, will make payment into any and all insurance and/or pension plans as required by this agreement, any amendment hereto, and/or otherwise as part of the employment relationship between the Employer and the Employee. During such period of disability leave the Employee

shall continue to earn seniority, pension credit, sick leave or sick leave credit and vacation time. Uniform allowance will be provided.

27.4 The City has the right to insist on an examination of the Employee by a physician of the City's choice, and the City shall have the right to disapprove paid leave and/or require the Employee to return to work at any time from service injury leave status. If the Employee's physician disagrees with the City's physician, the Employee shall be examined by a third physician selected jointly by the Union and the City, and the opinion of this physician shall be used to determine the Employee's eligibility for medical leave under this section. This examination shall be at the City's expense.

ARTICLE 28

RESTRICTED DUTY ASSIGNMENT

28.1 Employees unable to fully perform normal duties because of a job-related injury or illness will be placed on restricted duty assignment by the Employer. Employees unable to fully perform normal duties because of an off duty-related injury or illness may be placed on restricted duty assignment by the Employer. Such restricted duty shall be for no less than five (5) calendar days and no longer than one hundred twenty (120) calendar days. Such assignments shall be based upon operational needs and requirements as determined by the Fire Chief or their designee and will be within the scope of the Fire Department. Said Employee shall receive compensation and benefits, attached to their normally assigned position.

28.2 Employees placed on restricted duty shall be required to present an attending physician's statement listing specific job restrictions for the Employee, which shall be reviewed by the Fire Chief before restricted duty is assigned. If the City disagrees with the attending physician's opinion, the Employer may require an Employee to undergo an examination to be conducted by a mutually agreed upon physician to determine the physical or mental capabilities to perform the duties assigned, when reasonable cause exists. The cost of such examination shall be borne by the Employer. The parties agree to be bound by the decision of the physician.

28.3 Employees will be entitled to accrue sick leave and vacation benefits for all time spent on restricted duty provided they comply with Sections 1 and 2.

28.4 Any Employee while assigned to restricted duty shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to their normally assigned position. All sick leave, holiday time and other benefits used during restricted duty shall be pro-rated at a forty hour rate.

ARTICLE 29

FUNERAL LEAVE

29.1 A funeral leave of up to four (4) duty days shall be granted to any Employee without loss of pay or accumulated sick leave due to the death of a member of Employee's immediate family, beginning with the day of the death and continuing for fourteen (14) calendar days.

29.2 Three days leave of absence shall be granted to any Employee to be deducted from accrued sick leave due to the death in the following other members of the Employee's family (aunts, uncles, nieces, nephews, step grandparents.) Additional leave may be granted by the City Manager under special circumstances and for the best interest of both parties, to be deducted from accumulated sick leave.

29.3 For the purpose of this Section, "immediate family" shall include, mother, father, sister, brother, spouse, child, stepson, stepdaughter, stepbrother, stepsister, stepparent, half-brother, half-sister, grandparent, mother-in-law and father-in-law.

ARTICLE 30 **JURY DUTY**

30.1 An Employee who has been called to jury duty shall, upon notice to the Fire Chief, be paid his regular salary or wages, less the amount of pay received for jury duty service. Members called to report for jury duty shall notify the Fire Chief, who may place the member on leave of absence status.

ARTICLE 31 **GRIEVANCE PROCEDURE**

31.1 The grievance procedure is a formal mechanism intended to assure that grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and a reasonable effort shall be made to resolve a particular situation.

31.2 The following matters shall constitute a "grievance" an allegation by a member that there is or has been (1) a breach, misinterpretation or improper application of this Agreement; (2) abnormally dangerous or abnormally unhealthy working conditions; (3) disciplinary action administered in accordance with Article 22 hereof. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters controlled by City Charter, Ordinances or the Constitutions of the State of Ohio or the United States of America. No grievance may be initiated based on allegations regarding events which occur at a time other than the contract period of this Agreement.

31.3 Where a matter is of nature that qualifies for appeal under the rules of the Personnel Appeals Board as set forth in the City Charter or Ordinances, the Ohio Civil Rights Commission, the Equal Employment Opportunity Commission or the State Employment Relations Board, the member may appeal through that body in accordance with its rules or may file a grievance or both.

31.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. A grievance may be brought by any member. Where a group of members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group shall process the grievance. The member may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal. Any grievance not answered by the City within the stipulated time limits may be advanced by the Union member to the next step in the

grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties. For purposes of counting time under this procedure, "Calendar Days" shall be used. All written grievances must contain the following information to be considered:

- 1) Aggrieved employee's name and signature;
- 2) Aggrieved employee's classification;
- 3) Date grievance was first discussed;
- 4) Date grievance was filed in writing;
- 5) Name of supervisor with whom grievance discussed;
- 6) Date and time grievance occurred;
- 7) Where grievance occurred;
- 8) Description of incident giving rise to grievance;
- 9) Articles and Sections violated; and
- 10) Resolution requested.

31.5 A written response to a grievance shall contain the following information:

- 1) A decision;
- 2) Facts upon which the decision is made;
- 3) Remedial action taken or recommended; and
- 4) Signature of superior.

31.6 A grievance that affects all members, or all members of one rank or grade, may be initiated by the Union and submitted at Step (3). An Employee shall have the right to present grievances and have them adjusted without the intervention of the Union or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement and as long as the Union and its representatives are notified and have opportunity to be present at every step beyond Step 2.

31.7 A grievance may be referred to the superior next highest in the chain of command should an immediate superior be predictably absent from duty for seven (7) consecutive calendar days.

31.8 A copy of a written grievance and response which resolves such grievance at Step (2) shall be forwarded to the Fire Chief and the coordinator.

31.9 At Step (3) and forward, the City agrees to meet with the parties to the grievance. The Union Coordinator may be present.

31.10 Persons or body of persons, having authority to resolve grievances as provided within this Article shall limit their decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement and shall be without power or authority to make decisions contrary to, inconsistent with, or modifying in any way the terms of this Agreement.

31.11 Procedural Steps

1. **INFORMAL STEP:** As a preliminary step, prior to pursuing the formal steps of the grievance procedure, should a conflict arise between the City and a member related to issues of this Agreement, the member shall, within twenty-one (21) days of the time an alleged incident occurs, discuss the matter with his immediate supervisor. It shall be the intent of the City and the Union to resolve such conflicts prior to the issue escalating into the formal grievance procedure set forth below.

2. **STEP 2. IMMEDIATE SUPERVISOR:** If the Employee and the immediate supervisor are unable to resolve the alleged grievance in the Informal Step, the Employee may process the grievance to Step 2 of their procedure. The grievant will present the alleged grievance, in writing, within seven (7) days following the immediate supervisor's oral response, using the form jointly developed by the parties (see Appendix C). It shall be the Immediate Supervisor who shall investigate and provide written answers to the grievant within seven (7) days following the day on which the immediate supervisor was presented with the written grievance.
3. **STEP 3. FIRE CHIEF:** If the Employee and the immediate supervisor are unable to resolve the grievance at Step 2, the Employee may process the grievance at Step 3 of the procedure. The grievant must present the alleged grievance which may contain additional relevant information to the Fire Chief within seven (7) calendar days following the reply at Step 2. It shall be the responsibility of the Chief to investigate and provide written answers to the grievant within seven (7) calendar days following the day on which the Chief was presented the Grievance.
4. **STEP 4. CITY MANAGER:** The Union member may appeal the grievance to the City Manager within seven (7) calendar days after receiving the Step 3 reply. The City Manager shall attempt to adjust the matter and shall respond to the grievant with a written answer within fifteen (15) calendar days following the meeting.
5. **STEP 5. BINDING ARBITRATION:**
 - A. If the grievance is not resolved at Step 4, the Union or City may, within fifteen (15) calendar days, appeal to arbitration by serving notice of intent on the other party.
 - B. Within ten (10) calendar days of receipt of intent to file under arbitration, the City and the Union shall by joint letter, solicit nominations of five (5) arbitrators to hear the case from the Federal Mediation and Conciliation Service or others as may mutually agree.
 - C. On receipt of the nominations, the Union and the City shall eliminate two (2) names. Elimination shall be accomplished by each party alternately striking a name with the first strike determined by a coin flip. A date for arbitration shall be set as soon as availability of the arbitrator is determined and both the City and Union agree.
 - D. The parties may be represented by representatives or legal counsel and necessary witnesses and/or documents may be subpoenaed at the arbitrator's hearing. The arbitrator shall reduce their decision to writing and state their reasons for reaching the decision.
 - E. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne equally by the parties. The expenses on any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of the transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during their normally scheduled working hours on the day of the hearing.

It is expressly understood that the ruling and decision of the arbitrator, within their function described herein, shall be final and binding upon the parties provided that such decision conforms to State and Federal law.

ARTICLE 32

SAFETY AND HEALTH

32.1 The City will continue to exert every reasonable effort to provide and maintain safe and healthy working conditions for every employee. The employees agree that, in the course of performing their regularly assigned duties, they will be alert to unsafe and/or unhealthy practices or conditions and report them to their immediate supervisors for corrective action, within a reasonable amount of time, provided the supervisor determines that an unsafe and/or unhealthy practice or condition exists. A grievance alleging a violation of this Article may be filed directly with the City Manager.

32.2 The IAFF Local 4168 will designate a member to be pan of the City of Huron Health & Safety Committee.

ARTICLE 33

CLOTHING ALLOWANCE

33.1 The City shall continue to provide all uniforms and equipment to persons who are appointed as full-time salaried employees of the City of Huron Fire Department. Persons who fail to successfully complete their probationary period shall return all uniforms to the City.

33.2 The parties further agree that the City shall pay for the purchase of one Class A dress uniform for each member of the bargaining unit who has not previously had a dress uniform provided by the City. The City will maintain and upgrade the dress uniform as the need arises.

33.3 The City will replace uniforms damaged or stained in the line of duty, at the scene of a fire or during response to and from an emergency call. Damaged or stained uniforms shall be reported no later than the next duty day after the damage occurred.

33.4 In the event the City unilaterally determines a new or different type uniform item shall be adopted and worn by members, the City shall furnish the original issue in appropriate quantities and said cost shall not be charged against the annual allowance. In the event the Union requests a new or different type of uniform and the City agrees to adopt the requested change, the members shall purchase those items in appropriate quantities.

33.5 Effective January 1 of each calendar year, any member who has completed two (2) years of service shall be authorized to requisition for each calendar year during the term of this contract uniforms and required equipment subject to procedures as promulgated by the City as follows:

- a) \$750.00 for 2025
- b) \$750.00 for 2026
- c) \$750.00 for 2027

33.6 Serviceable clothing, including badges, shall be returned to the City at the time of retirement or termination.

33.7 When it is clearly shown that the personal property of an employee was damaged while discharging their duties as an employee of the City and through no fault of his/her own, then the

City Manager may, by written order, authorize the replacement or repair of the personal property to its original state at the initial expense of the City. The term personal property may include such items as eye glasses, dentures, watches, flashlights, etc.

ARTICLE 34

SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

34.1 The City shall provide and maintain safety equipment and clothing to be utilized by employees in the performance of their job duties. Such equipment and clothing will include that which is currently provided and is not necessarily limited to the following:

1. Helmets
2. Gloves
3. Bunker Pants
4. Bunker Coats
5. Respirator apparatus
6. Nomex hoods
7. Approved firefighting boots
8. EMS Personal Protective Equipment
9. Specialty Rescue Equipment

34.2 The City shall repair or replace all protective clothing or equipment clearly damaged or lost in the line of duty. Damaged equipment and protective clothing shall be reported no later than the next duty day after the damage or loss occurred. Articles may also be replaced when worn out as approved by the City.

34.3 When purchasing and/or replacing safety equipment, the City shall take into consideration, among other factors, the standards recommended by NFPA.

34.4 The City agrees, during the life of this contract, to provide a spare set of turnout gear for members of the bargaining unit to use while their primary set is being cleaned, repaired, or becomes unserviceable.

ARTICLE 35

WELLNESS AND FITNESS PROGRAM

35.1 The Employer and the Union agree that, for the duration of this agreement, both parties shall appoint two (2) members each to a Committee who shall meet and consider the implementation of fitness standards for the Fire Department through the creation of a comprehensive Wellness & Fitness Program.

35.2 The committee shall meet as determined by the parties annually.

35.3 At any time a program is developed or adopted, in part or in whole, the details will be attached to this document and adopted as a memo of understanding.

35.4 The City of Huron agrees, at its sole expense, to secure, maintain, replace and/or upgrade current physical fitness equipment as determined by the committee.

ARTICLE 36 **MILEAGE AND TRAVEL ALLOWANCE**

36.1 Employees shall be reimbursed for reasonable travel expenses for authorized trips on approved City business. The Employee must follow the rules contained in the employee handbook and H.C.O 163.06

ARTICLE 37 **Educational Differential**

37.1 All full time employees on the Fire Department shall be entitled to an educational incentive for one Associates or Bachelor's Degree as follows:

- One percent (1%) of their base pay for completion of forty-eight (48) credit hours towards an Associate or Bachelor's Degree in Fire Science, EMS, or related field.
- An additional one percent (1%) of their base pay for an Associate's Degree in Fire Science, EMS, or related field or for 96 hours or one-half the necessary credits toward a Bachelor's degree, whichever is greater.
- An additional one percent (1%) increase for a Bachelor's degree in Fire Science, EMS, or related field.

The employee shall have the option to have the increases rolled into their base pay as a permanent increase or be paid annually on the first full pay in January. Each level must receive pre-approval. For a course to be considered approved, it must be submitted to and approved by the Fire Chief before the course begins.

37.2 If the Employee completes forty (40) hours of continuing education in a calendar year, that Employee shall be eligible to receive an educational bonus equal to one percent (1 %) on the Employee's Base pay. The employee shall be paid annually on the first full pay in January. Forty (40) hours of continuing education shall be submitted at the end of the year to Fire Chief or designee.

ARTICLE 38 **TUITION REIMBURSEMENT/ EDUCATION ASSISTANCE PROGRAM**

38.1 Individuals who possess a desire to continue their education in pursuit of a degree on their own time, in addition to performing their full-time job duties, show a commitment to improving themselves and therefore, indirectly improve their potential for performance with the City. To encourage these individuals, the City of Huron will continue to implement an educational assistance program.

38.2 Full-time (regular) Employees 1 who have completed their probationary period may be reimbursed for tuition, fees, and books and materials upon successful completion of job-related courses. All courses and cost must be approved, in writing, by both the Employee's Department Head and the City Manager. The City of Huron will reimburse an Employee, for twelve (12)

semester hours or twenty (20) quarter hours not to exceed three thousand (\$3,000.00) dollars in total, per calendar year, as described below, in 38.3., for the portion of the costs that were preapproved.

38.3 In order to qualify for this benefit, an Employee must:

- a) Advise their Department Head, prior to enrolling for the class, that such Employee intends to take a particular course. The Department Head will advise the Employee whether the course is of a nature that the City Manager will approve for partial or total reimbursement of tuition and/or instructional fees.
- b) The course must be job related and offered by an accredited educational institution.
- c) Once the course is complete, the Employee must submit a certified transcript of grades with receipts for all expenses, (tuition, fees, etc.).
- d) The amount of the course reimbursement is based on the final grade received for the course as follows:
 - A= 100%, B= 75%, C= 50%, D or below= 0%
- e) An Employee must have successfully completed his/her/their probationary period prior to enrolling for any class.
- f) If an Employee terminates his/her employment with the City of Huron within one (1) year after completing the course, the Employee will be required to repay the City for the total amount of tuition reimbursed. If the Employee terminates his/her employment two (2) years after completing the course, the Employee will be required to repay the City for 50% of the amount of tuition reimbursement.
- g) A signed acknowledgment of this policy must be on file prior to an Employee enrolling for any classes.
- h) If an employee is eligible to receive educational benefits from other sources, the City of Huron will only reimburse that amount not covered from other sources.
- i) The Employee must be enrolled in an accredited educational institution in pursuit of either an associate's, bachelors, or master's degree in a field related to their current job duties and responsibilities.

38.4 The undertaking of any course work is strictly voluntary on the part of the Employee and will not be considered integral or essential to the performance of the Employee's current job duties. Consequently, an Employee's undertaking of such extracurricular courses is not considered hours worked and not included in the payment of regular or overtime wages. Travel time under this policy is not reimbursable, nor is it considered hours worked. Employees shall bear the cost of all transportation.

38.5 Employees are encouraged to consider the time costs associated with the undertaking of additional coursework. The Department Head may grant an Employee a schedule change, in order to attend a course, so long as such adjustment does not materially affect operations of the department. What constitutes material is at the sole discretion of the Department Head.

38.6 Each request requires a signed acknowledgement. Members electing to participate in the Education Assistance Program must notify the City in writing of such election by October 31st of each year for the coming year.

ARTICLE 39
Health and Life Insurance Plan

39.1 The City will make available a group insurance program covering certain hospitalization, surgical, and medical benefits for Employees and dependents who meet the City's eligibility guidelines. The program will be better or equal in actuarial value to other employees of the City. The level of insurance benefits provided to bargaining unit Members shall be the same level of insurance benefits provided to other, general non-bargaining employees of the City of Huron, including management. In the event the City proposes to substantially change the plan as described in this section, it shall bring such proposed changes to a labor/management meeting at least sixty days (60) days prior to the proposed effective date of said changes.

39.2 The Employee's share shall be paid through payroll deduction, which deduction is hereby specifically authorized. Employees will be responsible for 6% of the employee benefits program including medical/prescription drugs, dental and vision.

<u>Calendar Year</u>	<u>Employee Contribution</u>
2025	6%

Bargaining unit Members shall be responsible for paying the same amount as the general non--bargaining employees including management for their monthly insurance cost not to exceed 6% in the calendar year 2025.

39.3 The City offers an "opt-out" payment to those Employees who do not enroll in the City's medical and prescription drug plan for themselves and/or their dependent children. To receive the opt-out payment, two conditions must be met.

- A. An annual form must be completed communicating to the City that the Employee was offered coverage but has elected to opt-out. This form can be found in Appendix D.
- B. The Employee must provide reasonable evidence that the Employee and all other individuals (*for whom the Employee reasonably expects to claim a personal exemption deduction for the taxable year or years that begin or end with the City's plan year to which the opt-out arrangement applies*) will have minimum essential coverage during the period of coverage to which the opt-out arrangement applies.
 1. Individual coverage does not meet this requirement.
 2. If the Employee loses coverage during the plan year, this would be considered a qualifying event and the Employee would be able to enroll in the City's plan with no lapse in coverage. The Employee must complete an enrollment form requesting coverage under the City's plan within 30 days of losing coverage. -
- C. Certification of Other Coverage. Before an Employee may opt out of the City's Health Insurance plan, the Employee must provide proof of coverage under another insurance policy by providing one or more of the following: certificate of insurance, summary plan description, evidence of coverage, contract of coverage, or IRS form 1095-A, 1095-B, or 1095-C.
- D. Beginning for plan year 2025, Opt-Out Payments are listed in the table below. The City will provide Members of the bargaining unit a cash incentive plan for those eligible Employees electing to "opt-out" of the medical, dental, vision, and prescription drug coverage that is made available.

<u>Enrollment Tier</u>	<u>Annual Amount</u>	<u>Quarterly Amount</u>
Waive Employee Only	\$3,000	\$750
Waive Employee plus Child(ren)	\$6,000	\$1,500
Waive Children	\$3,000	\$750

39.4 Spousal Carve-Out. If an Employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor), in a business or organization's (e.g. partner, member) group medical/prescription drug plan sponsored by his/her/their employer, business, organization, the spouse is not eligible for the City of Huron's group health plan. This requirement **does not apply** to any spouse who:

- A. Is not employed or is retired without access to a group retirement plan
- B. Is employed and working less than 30 hours per week;
- C. Is employed and not eligible for coverage under his/her/their employer's plan. However, the open enrollment period for the spouse's employer is not relevant to a spouse's ability to join the plan.
- D. Is employed by the City of Huron;

39.5 Dependent Verification. Any Employee who enrolls a dependent to the medical, dental and/or vision plan will be required to provide documentation at the time of enrollment and as may be afterwards required which demonstrates that the dependent meets the City's eligibility criteria for the benefit(s) being selected.

- A. **Dependent Children:** appropriate documentation shall be provided per the following:
 - 1. Biological Child: Government-Issued Birth Certificate, with all parent names contained thereon;
 - 2. Adopted Child: Government-Issued Birth Certificate or Adoption Certificate or Placement Agreement or Petition;
 - 3. Stepchild: Government-Issued Birth Certificate, with all parent names contained thereon, AND documents to verify Spouse as outlined below;
 - 4. Legal Guardianship: Legal documentation from the state court or federal government documenting the legal guardianship status; or
 - 5. Court Order to provide medical benefits.
- B. **Legally Married Spouses:** appropriate documentation shall include:
 - 1. If married within the prior 12 months of enrollment, a Government Issued Marriage Certificate, including the date of Employee's marriage. (Church-issued certificates are not acceptable.)
 - 2. If married more than 12 months prior to enrollment, a Federal Tax Return filed for the prior calendar year listing Employee's spouse, consisting of the first page of the Form 1040 showing names of dependents with all financial information and social security numbers redacted.
- C. **Audit.** An audit will be conducted for all dependent children currently covered on the plan. Once complete, dependent children can remain on the plan until the end of the month in which they turn age 26. Spouses may be audited on an annual basis to ensure all spouses meet the City's eligibility guidelines which include Spousal Carve Out, as described in Section 30.05.

39.6 Health Savings Account. The City will provide Health Savings Accounts (HSA) for all Employees enrolling in the medical plan, which can be used to offset network deductible, coinsurance, and prescription expenses. Beginning with plan year 2025, the chart below reflects the HSA dollars that will be provided by coverage tier.

<u>Coverage Elected</u>	<u>HSA Amount</u>
Employee Only	\$2,500
Employee + Child(ren)	\$5,500
Employee + Spouse	\$5,000
Employee + Family	\$4,000

ARTICLE 40

Wages

40.1 During the term of this Agreement, existing members of the bargaining unit shall be paid in accordance with the grids attached hereto and made a part hereof as Appendix E.

ARTICLE 41

LONGEVITY

41.1 Longevity. A Member shall receive a wage increase calculated on base rate as a longevity payment in accordance with the completion of the required years of service as hereinafter set forth below.

Years of Service as of Anniversary Date	Amount Added to Annual Salary
Completion of 3 Years	1%
Completion of 5 Years	2%
Completion of 10 Years	3%
Completion of 15 Years	4%
Completion of 20 Years	5%
Completion of 25 Years	6%

ARTICLE 42

TERMINATION AND SEVERANCE PAY

42.1 A bargaining unit member who resigns, retires, or is terminated is eligible to be, and shall be, compensated accordingly in a cash lump sum calculated at present rates of compensation contained within this Agreement for all their accumulated unused overtime, compensatory time, prorated holiday time, vacation time, and sick time payoff allowed under Article 18.

ARTICLE 43

PROMOTIONAL TESTING

43.1 All promotions to the rank of Lieutenant or Captain shall be made utilizing a promotional

candidate list established by the City of Huron in accordance with the City Charter and pertaining Codified Ordinances. The City shall establish and govern the testing procedure using a competitive promotional examination process, which includes a written test and an assessment process to establish a candidate list.

43.2 The eligibility requirements established in the job description for Lieutenant and Captain shall be followed when determining qualification for participation in the promotion testing process.

43.3 The posting and study periods for promotional examinations shall be established by the City of Huron.

43.4 The probationary period for newly appointed officers shall be twelve (12) months from the time of appointment.

ARTICLE 44 **WORKING OUT OF CLASSIFICATION**

44.1 Captains shall receive a payment of \$700.00 annually (paid in a lump sum with the closest pay period on or before June 1st of each year of this Agreement) as compensation for performing supervisory duties above and beyond those duties performed as a Shift Leader within the Department.

ARTICLE 45 **DRUG FREE WORKPLACE**

45.1 All members of this bargaining unit shall comply with the City's drug and alcohol policy as stated in the City of Huron's Employee Handbook.

ARTICLE 46 **MILITARY TRAINING LEAVE**

46.1 All officers and Employees of the City who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or who are members of other reserve components of the armed forces of the United States, are entitled to a leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one days in any one calendar year.

46.2 Any Employee of the City who qualifies under 46.1 above who is called to active duty for a national or state emergency by order of the President of the United States, the Congress of the United States, the Governor of the State of Ohio or the legislature of the State of Ohio shall be granted a leave of absence for the duration of such active duty. During this leave of absence, and at the expiration of the time limit specified in 46.1 above, such Employee shall receive from the City the difference between the Employee's gross monthly base wage or salary with the City and the sum of the Employee's gross monthly base wage or salary received from the military, per month. During the leave of absence, such Employee shall continue to accumulate vacation, sick leave, longevity credit, and other such benefits as would normally be available to the Employee. Reinstatement rights and other rights shall be in accordance with all relevant provisions of Federal law and their companion rules and regulations.

ARTICLE 47
LIFE INSURANCE

47.1 The City shall provide each member a \$50,000.00 term life insurance policy and shall pay full cost of premiums. Each member shall have the option to increase the amount of the life insurance policy on his or her life at the member's own expense.

ARTICLE 48
DURATION OF AGREEMENT

48.1 This Agreement shall remain in full force and effect from January 1, 2025 until December 31, 2027, unless otherwise terminated as provided herein.

48.2 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration day, but not later than ninety (90) calendar days prior to the expiration of this Agreement. Such notice shall be as outlined by requirements as set forth by the State Employment Relations Board. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

48.3 All aspects of Article 39 Health and Life Insurance Plan and Article 40 and Appendix F Wages will be re-opened for negotiation with the understanding and agreement that parties will agree to submit any or all issues in dispute on health care and wages to conciliation with conciliation scheduled for the hearing to be held on or before October 14, 2025. This mutual agreement to proceed directly to conciliation supersedes the procedures set forth in 4117-9-04, 4117-9-05, and 4117-9-06 of the Administrative Code, and in divisions (C)(2) to (C)(6), (D), and (G) of section 4117.14 of the Revised Code as permitted by OAC 4117-9-03 (A). This will allow for open enrollment in November 2025.

SIGNATURE PAGE

CITY OF HURON

I.A.F.F. LOCAL 4168

City Manager

Union President

APPROVED AS TO FORM:

Law Director

APPENDIX A

CITY OF HURON

DEPARTMENT OF FINANCE

SICK LEAVE CONVERSION

I, _____, request that _____ hours of sick leave be converted to compensatory time in accordance with Article 18 of the Collective Agreement between the City and the IAFF Local 4168.

Signed: _____ Date: _____

Approved by Finance:

Signed: _____ Date: _____

APPENDIX B

CITY OF HURON

DEPARTMENT OF FINANCE

SICK LEAVE CONVERSION TO PAYMENT REQUEST

I, _____, request that _____ hours of sick leave be converted to a cash payment in accordance with Article 18 of the Collective Agreement between the City and the IAFF Local 4168.

Signed: _____ Date: _____

Approved by Finance:

_____ Date: _____

APPENDIX C
IAFF LOCAL 4168 GRIEVANCE FORM

PLEASE PRINT OR TYPE, Attach separate sheets if needed

Name of Grievant: _____ Date: _____

Classification: _____ Assignment: _____

Date and time of Incident: _____

Description of Grievance: _____

Articles and Sections of Agreement Violated:

Remedy Requested:

Date: _____

Received by: _____

Grievant Signature: _____

Date: _____

	Date	By	Accepted	Rejected
Step #1	_____	_____	_____	_____
Step #2	_____	_____	_____	_____
Step #3	_____	_____	_____	_____
Step #4	_____	_____	_____	_____
Step #5	_____	_____	_____	_____

Appendix D

Health Insurance Opt-out



Conditional Opt Out Form for Health Insurance

Print, Complete, and Return to the City Manager's Office Along with Proof Of Other Insurance

This form is due within 30 days of your initial eligibility for medical/prescription drug coverage and annually during open enrollment. If this form is not received within the appropriate timeline and you do not enroll for medical/prescription drug coverage, you will not be enrolled for coverage AND you will NOT receive the opt-out payment.

Date _____

Employee Name _____

Name of Dependents _____

Employee is opting out of medical/prescription/vision/dental coverage for the following (<i>check only 1 box</i>):	
<input type="checkbox"/> Employee Only	{Opt-Out Amount = \$3,000 Annually / \$750 Paid Quarterly}
<input type="checkbox"/> Employee Plus Child(ren)	{Opt-Out Amount = \$6,000 Annually / \$1,500 Paid Quarterly}
<input type="checkbox"/> Child(ren)	{Opt-Out Amount = \$3,000 Annually / \$750 Paid Quarterly}

Group Medical Coverage Provided By
(Company Name i.e. spouse's employer) _____

Name of the Medical Provider
(Anthem, United Healthcare, Etc.) _____

Date Coverage will begin or began _____

PLEASE ATTACH A COPY OF YOUR MEDICAL ID CARD OR PRINT OUT OF YOUR ENROLLMENT RECORD

I understand I am eligible for medical coverage in accordance with the employer mandates of the Affordable Care Act (ACA). I am voluntarily waiving this coverage through the City of Huron health plan and understand that by waiving coverage for myself, I may not cover dependents under the health plan.

I certify that I have been given the opportunity to elect health coverage and by signing this form, I am waiving coverage for myself and/or my eligible dependents (if applicable). If I am waiving coverage for myself, I acknowledge that I will not be eligible to enroll in the health plan until the next open enrollment period unless I experience a family status change or qualifying life event.

If applying for the health plan opt-out payment, I certify that all of my eligible dependents and I (for whom I am waiving coverage) are enrolled under other group health coverage that is considered affordable, minimum value coverage in accordance with the employer mandates of the ACA. I understand that the health plan opt-out payments are taxable income. Additionally, I understand that I can use this compensation for any purpose, but these monies are not intended to reimburse me for an individual plan in the marketplace or a state exchange plan.

coverage) are enrolled under other group health coverage that is considered affordable, minimum value coverage in accordance with the employer mandates of the ACA. I understand that the health plan opt-out payments are taxable income. Additionally, I understand that I can use this compensation for any purpose, but these monies are not intended to reimburse me for an individual plan in the marketplace or a state exchange plan.

I further understand that I will not be able to revoke this waiver of coverage and enroll in this health plan until the next open enrollment period (unless a qualifying life event occurs).

NOTE: If you gain a new dependent through birth, adoption or marriage, you may enroll yourself, the new dependent, and the entire family at that time, subject to the City's eligibility rules but you must do so within 30 days of gaining the new dependent. If you miss the 30-day enrollment deadline, you must wait until the next open enrollment.

OPT-OUT PAYMENTS

If you are covered under another group health plan, you may waive medical, dental and vision coverage and receive a quarterly payment.

In order to take advantage of the opt-out payments when you waive benefits, you must provide proof of other coverage to the City Manager's office and verify your waiver of benefits. If you and your spouse are both employed by the City you will not be eligible for the opt-out payment if either you or your spouse carries health coverage through the City's plan.

The City's health plan is a qualifying health plan in accordance with the employer mandates of the Affordable Care Act (ACA). If you waive coverage, it may affect your eligibility for subsidized coverage in the Marketplace (health exchange).

To be eligible for the opt-out payment you must certify you are waiving coverage for yourself and/or your dependents AND you must certify that you and all of your tax-eligible dependents are enrolled in other group health coverage that is considered to be affordable, minimum essential coverage. Although the opt-out payment can be used for any purpose, it is not intended to be a form of reimbursement for coverage in the Marketplace (health exchange).

Again, you will not be eligible to enroll in the health plan until the next open enrollment period unless you experience a family status change or qualifying life event.

Employee Signature

Date

APPENDIX E**Base Wages**

	<i>1-1-2024</i>		<i>1-1-2025</i>	
Firefighter	Hourly	Annual	Hourly	Annual
A	\$33.57	\$69,820.08	\$35.32	\$73,465.60
B (90% Class A)	\$30.21	\$62,838.07	\$31.79	\$66,123.20
C (80% Class A)	\$26.84	\$55,833.83	\$28.26	\$58,780.80
Probation (70% Class A)	\$23.50	\$48,874.06	\$24.72	\$51,417.60

	<i>1-1-2024</i>		<i>1-1-2025</i>	
Lieutenant	Hourly	Annual	Hourly	Annual
A (Class A FF + 10%)	\$36.91	\$76,779.85	\$38.85	\$80,808.00
B (Class A FF + 5%)	\$35.24	\$73,288.85	\$37.09	\$77,147.20

	<i>1-1-2024</i>		<i>1-1-2025</i>	
Captain	Hourly	Annual	Hourly	Annual
A (Class A FF + 20%)	\$40.28	\$83,784.09	\$42.38	\$88,150.40



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 8-2025 (*submitted by Stuart Hamilton*)
DATE: January 14, 2025

Subject Matter/Background

Resolution No. 8-2025 requests authorization to enter into a Memorandum of Agreement with Erie County Soil & Water Conservation District to manage our National Pollutant Discharge Elimination System (NPDES) and Municipal separate storm sewer systems, or MS4s Permit application to the Ohio Environmental Protection Agency. This is a one-year agreement with four additional optional extensions. The three-year extension will take us up to the expiry of the County current permits, at which point a new five-year clock would start over. The agreement provides for moderate annual cost increases to the City, instead of the larger increases that were previously borne as follows:

Year 2025 – \$15,800.00

Year 2026 – \$16,300.00

Year 2027 – \$16,300.00

Year 2028 – \$16,800.00

Year 2029 – \$16,800.00

Each one-year agreement would actually fall under the new City Manager's authority for signature. However, staff believes that the combined options of all five years being a total of \$82,000, it was best to present this item to Council for consideration.

Financial Review

The annual cost of \$15,800 will be supported by the Storm Water Fund (Fund 605). The annual cost for 2025 is the same as it was in 2024. Years 2-5 of the Agreement (optional) reflect graduated increases of \$500 for years 2026/2027 and an additional \$500 for years 2028/2029. The Storm Water Fund has sufficient fund balance to support this agreement at the current rate and going forward.

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. 8-2025 is in order.

[Resolution No. 8-2025 Erie Soil & Water MOA 2025-2029 \(1\).docx](#)

[Resolution No. 8-2025 Exh A 2025 ECSW Memorandum of Agreement and Annual Plan of Work \\$15,800.pdf](#)

RESOLUTION NO. 8-2025
Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE ERIE SOIL & WATER CONSERVATION DISTRICT FOR DEVELOPMENT OF A STORM WATER MANAGEMENT PLAN AND THE NPDES SMALL MS4 PERMIT APPLICATION TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF FIFTEEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$15,800.00) FOR THE 2025 CALENDAR YEAR, WHICH AGREEMENT INCLUDES FOUR OPTIONAL ONE-YEAR RENEWALS UNDER IDENTICAL TERMS OTHER THAN COST, AS FOLLOWS: CALENDAR YEAR 2026 IN THE AMOUNT OF SIXTEEN THOUSAND THREE HUNDRED AND XX/100 DOLLARS (\$16,300.00), CALENDAR YEAR 2027 IN THE AMOUNT OF SIXTEEN THOUSAND THREE HUNDRED AND XX/100 DOLLARS (\$16,300.00), CALENDAR YEAR 2028 IN THE AMOUNT OF SIXTEEN THOUSAND EIGHT HUNDRED AND XX/100 DOLLARS (\$16,800.00) AND CALENDAR YEAR 2029 IN THE AMOUNT OF SIXTEEN THOUSAND EIGHT HUNDRED AND XX/100 DOLLARS (\$16,800.00).

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

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to enter into a Memorandum of Agreement with the Erie Soil & Water Conservation District for development of a Storm Water Management Plan and the NPDES Small MS5 Permit Application to the Ohio Environmental Protection Agency in the amount of Fifteen Thousand Eight Hundred and 00/100 Dollars (\$15,800.00) for calendar year 2025, which agreement includes four optional one-year renewals under identical terms other than cost for calendar years 2024-2029, as follows: 2026 in the amount of Sixteen Thousand Three Hundred and xx/100 Dollars (\$16,300.00), 2027 in the amount of Sixteen Thousand Three Hundred and xx/100 Dollars (\$16,300.00), 2028 in the amount of Sixteen Thousand Eight Hundred and xx/100 Dollars (\$16,800.00) and 2029 in the amount of Sixteen Thousand Eight Hundred and xx/100 Dollars (\$16,800.00), and shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of 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 immediately upon its adoption.

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:

Memorandum of Agreement
between
Erie Soil & Water Conservation District
and
City of Huron, Ohio

Upon this ____ day of _____, 2025 this Memorandum of Agreement (Agreement) was entered into by and between the Erie Soil & Water Conservation District (District), and the City of Huron (City), Erie County.

Mandated by Congress under the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) Storm Water Program is a comprehensive two-phased national program for addressing the non-agricultural sources of stormwater discharges that adversely affect the quality of our nation's waters. The Program uses the NPDES permitting mechanism to require the implementation of six minimum controls designed to prevent harmful pollutants from being washed by stormwater runoff into local water bodies. The Phase II Final Rule, published in the Federal Register on December 8, 1999, requires NPDES permit coverage for stormwater discharges from certain regulated small municipal separate storm sewer systems (MS4s).

According to 40 CFR 122.26(b)(8), "municipal separate storm sewer means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

- (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law)...including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act that discharges into waters of the United States.
- (ii) Designed or used for collecting or conveying stormwater;
- (iii) Which is not a combined sewer; and
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW)"

The City has identified the District as the lead agency for the Erie County NPDES Small MS4 Program. Other Erie County municipalities and townships have joined the Erie County NPDES Small MS4 Program as co-permittees. Recognizing the need for a close working relationship in carrying out the responsibilities of the NPDES Small MS4 Program for which each is charged, the City and the District enter into this Memorandum of Agreement as the foundation for a cooperative relationship. Such cooperation allows for joint effort in the solution of problems relating to stormwater management, land use permitting, and the development of the soil and water resources within the urbanized areas of Erie County.

The District agrees to:

1. Employ a program coordinator qualified to guide the City in implementing the NPDES Small MS4 Program, including assistance to select and implement minimum control measures to ensure compliance with Ohio EPA's NPDES Small MS4 permit requirements.
2. Implement an annual ***Plan of Work*** in cooperation with City staff (see Exhibit A).

3. Provide technical expertise and guidance to City for development of Stormwater Management Plan (SWMP) and the NPDES Small MS4 permit application to the Ohio Environmental Protection Agency (EPA) in compliance with EPA regulations and deadlines.
4. Collect data and reports from the City on the progress of the Small MS4 Program, compile this information, and write and submit the NPDES MS4 Annual Report to Ohio EPA in compliance with applicable regulations and deadlines.
5. Provide informational resources and technical assistance as requested to assist in satisfying the SWMP requirements and to guide proper land use decisions.
6. Keep City informed of updates to NPDES Small MS4 permit rules and regulations.
7. Report potential illicit discharges to City (if found by dry-weather screening of MS4 outfalls completed by the Erie County Health Department).

The City agrees to:

1. Appoint a minimum of one (1) representative and one (1) alternate to serve on the Erie County Stormwater Committee, which will guide the Erie County NPDES Small MS4 Program.
2. Provide input with developing and implementing programs that satisfy the NPDES Small MS4 permit, such as public involvement or stormwater educational campaigns.
3. Follow-up (enforcement actions in section 1315.99) on construction site Stormwater Pollution Prevention Plan (SWPPP) compliance issues documented by the District within 30 days of original notice of violation, and take the necessary actions to bring the site into compliance, i.e. stop work orders and/or the issuance of fines.
4. Follow-up within 30 days any potential illicit discharges identified by the Erie County Health Department during dry-weather screening of MS4 outfalls and take necessary enforcement actions to abate any confirmed illicit discharges (chapter 921.09).
5. Ensure the appropriate MS4 staff are trained by the District on Good Housekeeping/Pollution Prevention measures at city-owned facilities.
6. Conduct quarterly wet and dry-weather inspections and annual comprehensive inspections, complete the appropriate reports within ESRI GIS apps developed, and make necessary changes identified during these inspections to comply with Ohio EPA's Industrial Stormwater General Permit requirements.
7. Develop and enforce illicit discharge ordinances to prohibit illicit discharges
8. Provide the District with data, reports and other collected information to be used in the NPDES Small MS4 Annual Report.
9. Provide the following appropriations to the District, payable in the first quarter of each calendar year:

Year 2025 – \$15,800.00

Year 2026 – \$16,300.00

Year 2027 – \$16,300.00

Year 2028 – \$16,800.00

Year 2029 – \$16,800.00

An annual review will occur for any adjustments that need to be made due to planned program objectives which shall be approved by the City and the District prior to implementation of adjustments.

10. Utilize best efforts to observe the principles of sound soil and water conservation, giving considerations to the need for stormwater quantity and quality, erosion and sediment control measures, and natural resource protection, and compliance with NPDES permit requirements.
11. Recognize the District has no regulatory authority to enforce NPDES rules and regulations.

It is mutually agreed:

1. The District and the City shall meet yearly to review and, where possible, coordinate their individual progress and activities for maximum mutual benefit and update the Annual Plan of Work (Exhibit A) as necessary.
2. The Erie County Commissioners will be the holder of the NPDES Small MS4 permit, but the City will be responsible for meeting the requirements of the NPDES Small MS4 Permit as it pertains to its operation.
3. The District prohibits discrimination in programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, and marital or familial status.
4. This agreement is effective for the period of one (1) year beginning on the effective date above with an automatic one year renewal each year for four (4) additional years unless one or both parties terminate by written notice as outlined below.
5. This agreement may be terminated upon 30 days written notice by either party.
6. The Erie County Stormwater Committee shall meet quarterly or more often if deemed necessary by the majority of committee members.
7. This Agreement shall supersede and replace all prior Agreements and understandings, oral or written, between the City and the District regarding the implementation of the NPDES Small MS4 Program.

In witness thereof, this Agreement is executed and agreed to on the day, month, and year written above.

Erie Soil & Water Conservation District

City of Huron

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Small MS4 Program Annual Plan of Work for Year 2025

City of Huron

General Program Administration

- Program technical assistance
- Annual reporting and collection of data
- Update and submit the storm water management plan
- Provide the City with relevant SW educational material and/or links to post on City's website

Minimum Control Measures 1&2 - Public Education & Public Involvement:

- Meet the education 10% target population reach (50% over 5 year permit)
- Conduct minimum of 1 volunteer/public engagement stormwater event
- Clean Water Contractor Program

Minimum Control Measure 3 - Illicit Discharge Detection & Elimination (IDDE):

- Collect required reportable info from Erie County Health District
- Maintain GIS feature layer of all off-lot discharging HSTS's
- Assist with updating the IDDE plan and ordinances based on the Small MS4 Permit OHQ000004
- Assist with tracking and reporting of confirmed illicit discharges

Minimum Control Measure 4 - Construction Site Stormwater Runoff Control:

- Conduct SWPPP plan reviews on all regulated construction projects and provide comments
- Attend pre-construction meetings (for SWPPP purposes) when requested by the City
- Conduct a minimum of 1 oversight SWPPP inspection per month on any regulated construction project during active construction and provide the contractor and City representative with required report documentation
- Continue to track all time spent per construction project for both review and inspections; invoice Zoning Department monthly until instructed otherwise

Minimum Control Measure 5 - Post-Construction Stormwater Management

- Conduct inspections on all private existing SW Post-Construction BMPs and provide inspection reports to the City
- Continue to update the ESRI GIS map of existing private BMPs
- Collect, review and maintain records of maintenance agreements for any new SW Post-Construction BMPs

Minimum Control Measure 6- Good Housekeeping & Pollution Prevention for Municipal Operations

- Ensure appropriate staff complete all required quarterly & annual facility inspections
- Assist with training new staff on doing the quarterly & annual inspection protocols
- Provide required Good Housekeeping/Pollution Prevention and IDDE annual trainings for MS4 staff



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Resolution No. 9-2025 (*submitted by Doug Steinwart*)
DATE: January 14, 2025

Subject Matter/Background

This resolution authorizes the annual agreement between the City/Huron Township related to the Huron Joint Recreation District, and confirms the joint acquisition, operation and/or maintenance of recreation facilities related to the Huron Joint Recreation District. Under the proposed agreement, the 2025 contribution rates are established as follows representing the percentage distribution authorized by the Council in previous agreements, which amounts are broken down as follows:

City of Huron: \$342,046 (representing a \$12,171 increase - 3.65%)

Huron Township: \$123,367 (Same as 2023 & 2024)

Total \$465,413

Financial Review

The amounts were determined based on the 2025 budget and were included with 2025 appropriations approved by Council with the 2025 budget in December. The City's portion will be paid from the General Fund. The Township Trustees will consider approving the agreement later this year. Once all contributions are receipted into the HJRD Fund, a contribution will be made from the HJRD Fund to the Parks and Recreation Fund.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 9-2025 is in order.

[Resolution No. 9-2025 HJRD Agreement 2025 \(1\).docx](#)

[Resolution No. 9-2025 Exhs A and B HJRD Agreement \(1\).docx](#)

RESOLUTION NO. 9-2025
Introduced by Matt Grieves

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT CONFIRMING THE JOINT ACQUISITION, OPERATION AND/OR MAINTENANCE OF RECREATIONAL FACILITIES AND AN AGREEMENT FOR THE OPERATION AND MAINTENANCE OF SUCH FACILITIES AND PROGRAMS ESTABLISHED BY THE HURON JOINT RECREATION PROGRAM

WHEREAS, the City of Huron agreed in that certain City Resolution No. 1995-16, adopted June 12, 1995 to establish a Joint Recreation District with the Board of Trustees of Huron Township, Erie County, Ohio, a political subdivision of the State of Ohio, and the Board of Education of Huron School District, Erie County, Ohio, a political subdivision of the State of Ohio, for the purpose of acquiring, operating and maintaining joint recreational facilities.

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

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into an Agreement Confirming the Joint Acquisition, Operation and/or Maintenance of Recreational Facilities and an Agreement for the Operation and Maintenance of such Facilities and Programs Established by the Huron Joint Recreation District, which agreements shall be substantially in the form of Exhibits "A" and "B," respectively, attached hereto and made a part hereof.

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

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

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:

AN AGREEMENT CONFIRMING THE JOINT ACQUISITION, OPERATION AND/OR MAINTENANCE OF RECREATIONAL FACILITIES THROUGH THE HURON JOINT RECREATION DISTRICT

THIS AGREEMENT is hereby made and executed by and between the City of Huron, Ohio, a municipal corporation of Erie County, Ohio, [City], the Board of Trustees of Huron Township, Erie County, Ohio a political subdivision of the State of Ohio, [Township] and the Board of Education of Huron School District, Erie County, Ohio, a political subdivision of the State of Ohio, [School]”, to be effective as of the 1st day of January, 2025.

WHEREAS, the parties have heretofore created and funded the Huron Joint Recreation Study Committee;

WHEREAS, the City agreed to establish a Joint Recreation District with the Township and the School to acquire, operate and maintain joint recreational facilities in that certain City Resolution No. 1995-16, adopted June 12, 1995;

WHEREAS, the parties now desire to continue and confirm a joint recreation district pursuant to the O.R.C. § 755.14(C), to be known as the “Huron Joint Recreation District” [the District], which district will acquire and/or lease property to equip, operate and maintain such parks, playgrounds, playfields, gymnasiums, public baths, swimming pools and indoor recreation centers as determined by the Board of Trustees of the District to be necessary or conducive to the public welfare; and

WHEREAS, the parties entered into agreements similar to this Agreement and now wish to renew and modify those agreements as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and pursuant to O.R.C. § 755.16(A), the parties hereto agree as follows:

1. They and each of them will, or have, by appropriate Resolution, establish(ed) the Huron Joint Recreation District, consisting of all the territory of the City, Township and School, governed by the Huron Joint Recreation District Board of Trustees, consisting of nine (9) trustees residing in the District, three (3) of whom shall be appointed by each, the City, Township and School, with one (1) of each of the three (3) being an elected or appointed official of the appointing entity and with two (2) of each of the three (3) being other than elected or appointed officials of the appointing entity.

2. This Agreement shall be deemed to be in full force and effect on and after it has been executed by all Parties.

3. The monetary contributions for the year 2025 shall be as follows: the City, Three Hundred Forty-Two Thousand Forty-Six and 00/100 Dollars (\$342,046.00); and the Township, One Hundred Twenty-Three Thousand Three Hundred Sixty-Seven and 00/100 Dollars (\$123,367.00); with the annual total at Four Hundred Sixty-Five Thousand Four Hundred Thirteen and 00/100 Dollars (\$465,413.00). If necessary (as determined by the City), the parties shall agree on a reconciliation process of prior year actuals that may or may not result in additional monetary contributions or credits per party. Upon the City's depositing of at least Fifty Thousand Dollars (\$50,000.00) of its monetary contribution to the appropriate account or fund, the Township shall make its monetary contributions by the end of the quarter following the City's deposit or come to terms with the City on other payment terms (e.g., quarterly payments), so long as total monetary contributions for each party is deposited with the City before the end of the fiscal year. Funds thus deposited shall be used exclusively for operational and maintenance expenses for the District, including wages and fringe benefits. The City shall account for all funds deposited by the parties and shall make annual reports to the Township and School, through the Board of Trustees, for all income, expense and remaining balance of funds deposited hereunder. Any capital improvements shall be the responsibility of the party holding title to the facility at which any such improvements are to be made.

4. The District shall enter into an Agreement with the City of Huron for the maintenance of the District's recreational facilities and the establishment and management of recreational programs for the District, which Agreement shall be in the form of "Exhibit B" attached hereto and incorporated by reference.

5. The term of this Agreement shall be for one (1) year, and this Agreement may be amended from time to time in a writing signed by all parties with the appropriate approval of the entities' legislative authority.

6. The parties hereby ratify and affirm each and every act undertaken by the District pursuant to their original and subsequent agreement provided; however, this Agreement shall supersede and take the place of the parties' former agreement of similar import.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement, pursuant to their respective, appropriate, contracting authority procedures as below listed on the date indicated below.

CITY OF HURON, ERIE COUNTY, OHIO

By: _____
Matthew Lasko, City Manager

Date: _____, 2025

Resolution No. 9-2025
Passed: January 14, 2025

[SIGNATURES CONTINUE ON NEXT PAGE]

BOARD OF TRUSTEES OF HURON TOWNSHIP, ERIE COUNTY, OHIO

By: _____

By: _____

By: _____

Date: _____, 2025

Approved as to form:

Kevin J. Baxter, Erie County Prosecutor

Resolution No. _____

Passed: _____, ***2025***

[SIGNATURES CONTINUE ON NEXT PAGE]

AGREEMENT PROVIDING FOR THE MAINTENANCE OF RECREATIONAL FACILITIES AND MANAGEMENT OF RECREATIONAL PROGRAMS FOR THE HURON JOINT RECREATION DISTRICT

THIS AGREEMENT is hereby made and concluded by and between the City of Huron, Ohio, a municipal corporation of Erie County, Ohio [City], and the Huron Joint Recreation District, a statutory joint recreation district of Erie County, Ohio [the District], to be effective as of the date of the last party's execution hereof as follows:

WHEREAS, the City agreed to establish the District with Huron Township and the Huron City School District to acquire, operate and maintain joint recreational facilities in that certain City Resolution No. 1995-16, adopted June 12, 1995;

WHEREAS, the District is a statutory joint recreation district formed in 1995 by the City, the Board of Trustees of Huron Township, Erie County, Ohio and the Board of Education of Huron City School District, Erie County, Ohio under the authority of O.R.C. §755.16;

WHEREAS, the District was created to enhance the recreational opportunities for the inhabitants of the City, Huron Township and the Huron City School District by the combining of resources of the creating entities; and

WHEREAS, the District wishes to continue to engage the services of the City, especially its Parks and Recreation Department, to provide for the management of recreational programs to be conducted at such facilities to the benefit of the creating entities' respective citizenry;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Any funds already on deposit or hereafter deposited or paid into the City's Park and Recreation Fund as set forth in the parties' Agreement establishing a Joint Recreation District shall be separately identified in such Fund, and expenditures of such moneys in furtherance of this Agreement shall be separately recorded and tracked. Each year, the City's Parks and Recreation Department shall establish a budget for funds deposited or paid by the parties, and each party shall be provided with a copy of such budget. Each party shall review such proposed budget.

2. The City shall participate in the creation of recreational programs to be conducted at the facilities operated and maintained by the District and shall manage such programs as the District shall establish; provided, however, the Director of the City's Department of Parks and Recreation shall have the right to decline to manage a recreational program created by the District without the consent and agreement of the City.

3. Included as a common expense to be paid from such fund shall be the cost of such insurance as the City shall deem appropriate with regard to the facilities and programs covered by this Agreement.

4. This Agreement shall supersede and take the place of the parties' agreement of similar import as the same previously existed.

IN WITNESS WHEREOF, the parties hereto execute this Agreement, pursuant to their respective, appropriate contracting authority procedures as below indicated, on the date indicated below.

CITY OF HURON, ERIE COUNTY, OHIO

By: _____
Matthew Lasko, City Manager

Date: _____, 2025

Resolution No. 9-2025
Adopted: January 14, 2025

HURON JOINT RECREATIONAL DISTRICT

By: _____
Huron Joint Recreation District Chairperson



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 10-2025 (*submitted by Matt Lasko*)
DATE: January 14, 2025

Subject Matter/Background

Resolution No. 10-2025 seeks authorization to enter into an agreement with Charles E. Harris & Associates, Inc. to complete the GAAP conversion for the City for 2024, 2025 and 2026. The conversion will be conducted in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee (AICPA) and will comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care. Charles E. Harris & Associates, Inc. will be preparing financial statements based on information provided by the City. The City has used the services of the Charles E. Harris & Associates, Inc. for both GAAP conversion and auditing in the past (for at least the last 14 years).

Fees for services will not exceed:

Year ending December 31, 2024 - \$17,500

Year ending December 31, 2025 - \$18,250

Year ending December 31, 2026 - \$19,000

In the event significant additional time is necessary, Charles E. Harris will discuss the circumstances with the City to arrive at a new fee structure before any additional costs are incurred.

Financial Review

This cost is properly budgeted for in the 2025 Budget and is accounted for in the Administrative Services (53132) portion applicable departments.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 10-2025 is in order.

[Resolution No. 10-2025 Charles E Harris GAAP Conversion Agreement 3 Yrs \\$54,750 \(1\).doc](#)

[Resolution No. 10-2025 Exh A Charles E Harris GAAP Conversion Contract 3 Yrs \\$.pdf](#)

RESOLUTION NO. 10-2025
Introduced by: Mark Claus

A RESOLUTION AUTHORIZING AND DIRECTING CHARLES E. HARRIS & ASSOCIATES TO COMMENCE THE GAAP CONVERSION FOR THE CITY OF HURON, OHIO AT A TOTAL COST OF FIFTY-FOUR THOUSAND SEVEN HUNDRED FIFTY AND xx/100 DOLLARS (\$54,750.00) FOR THE FISCAL PERIOD OF JANUARY 1, 2024 THROUGH DECEMBER 31, 2026.

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

SECTION 1: The Finance Director is hereby authorized to work in conjunction with Charles E. Harris & Associates for the purpose of providing the required Generally Accepted Accounting Practices (GAAP) Conversion services, said work to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

Charles E. Harris & Associates, Inc.

Certified Public Accountants

5510 Pearl Road, Suite 102

Parma, Ohio 44129

Phone - (216) 575-1630

Fax - (216) 436-2411

January 7, 2025

City of Huron
ATTN: Matt Lasko, City Manager
417 Main Street
Huron, Ohio 44839

Dear Mr. Lasko:

You have requested that we prepare the GAAP conversion for the City of Huron (the City), in accordance with Generally Accepted Accounting Principles for the years ended December 31, 2024 through 2026. We are pleased to confirm our acceptance and understanding of this engagement to prepare the GAAP conversion for the City by means of this letter.

Our Responsibilities

The objective of our engagement is to prepare the conversion based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion, or provide any assurance on the conversion.

Our engagement cannot be relied upon to identify or disclose all financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Mike Lennon will be the point of contact for nearly all communications, although you may contact me also at any time with any questions or concerns. I will be performing the secondary review of the workpapers and report.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the financial statements. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare the financial statements in accordance with SSARs:

- a. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error
- b. The prevention and detection of fraud
- c. To ensure that the City complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the financial statements
- e. To provide us with:
 - Documentation, and other related information that is relevant to the preparation of the financial statements.
 - Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - Unrestricted access to personnel within your entity to whom we determine necessary to communicate.

As part of our engagement, we will issue a disclaimer that will state that the financial statements were not subjected to an audit, review or compilation engagement by us and, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.

Our fees for these services will not exceed:

December 31, 2024	\$17,500
December 31, 2025	\$18,250
December 31, 2026	\$19,000

This estimate is based on our conversations and the assumption that unexpected circumstances will not be encountered. If significant additional time is necessary, we will discuss the circumstances with you and arrive at a new fee structure before we incur additional costs.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

All documents provided to us in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. must be redacted of any personal information before submission. Personal information is defined as social security numbers, drivers' license numbers or financial institution account numbers associated with an individual. The City shall fully black out all personal information from records and electronic records before they are transmitted to us. If personal information cannot be redacted from records or documents, the City must identify these records to us prior to their submission.

All work papers prepared by our office will remain the property of Charles E. Harris & Associates, Inc. Accordingly, we are responsible for their care and custody. At the conclusion of the project, we will provide copies of any of the work papers you would like to have for your records and provide to your auditors. However, the work papers should not be regarded as a part of, or a substitute for, your accounting records.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein, and our respective responsibilities.

Sincerely yours,



John J. Phillips, VP/Shareholder
Charles E. Harris & Associates, Inc.

It is hereby certified that the above amount required to meet the contract, agreement, obligations, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process or collection to the credit of the funds of the City Council free from any obligation or certification now standing.

City of Huron

Matt Lasko, City Manager
Contract for years ended December 31, 2024 through 2026

Date



TO: Mayor Tapp and City Council
FROM: Terry Graham
RE: Resolution No. 11-2025 (*submitted by Chief Terry Graham*)
DATE: January 14, 2025

Subject Matter/Background

In the 2025 City of Huron Budget, the Police Department was appropriated funds to Lease/Purchase two (2) new police cruisers. We have secured a Lease/Purchase Agreement quote with state pricing from Statewide Municipal Leasing. The Lease/Purchase Agreement Quote includes a three (3) year payment plan in the amount of \$44,305.27 a year for both vehicles, after which, the City of Huron will take ownership of the two (2) cruisers for a dollar. We are requesting that Council approve the Quote and Lease/Purchase Agreement. The Quote and Lease/Purchase payment plans are attached to the Resolution as Exhibits A and B. These new cruisers will replace two cruisers with high mileage and high annual maintenance costs per the Capital Equipment Replacement Schedule. This purchase will be for two (2) Ford Explorer SUV's providing the department with additional All Wheel Drive vehicles which can be used in winter weather conditions. This Lease/Purchase continues the cruiser replacement program started in 2012. We are requesting council's approval of this Lease Purchase Agreement.

Financial Review

The lease/purchase of 2 new police cruisers was included in the 2025, 2026 and 2027 budget and will be paid out of the Police Capital Equipment Fund (403-1010-55210). The Chief utilized the City's option to use State pricing or the lease to own so competitive bidding was not necessary, and utilizing this vendor maintains consistency in the Police Department's fleet.

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. 11-2024 is in order.

[Resolution No. 11-2025 2 Police Cruisers Lease-Purchase Agreement \\$140,316 \(1\).docx](#)

[Resolution No. 11-2025 Exh A Huron PD \(2-'25 Ford Utility Interceptors-Black-V6 Utility RFP nForce NXT Tri-500 Series pkg\) Quote 12-20-2024 \(241632SR\).pdf](#)

[Ordinance No. 11-2025 Exh B 2025 Ford Explorers \(2\) 3-year lease amortization.pdf](#)

RESOLUTION NO. 11-2025
Introduced by Sam Artino

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER, ON BEHALF OF THE HURON POLICE DEPARTMENT, TO ENTER INTO A THREE (3)-YEAR AGREEMENT WITH STATEWIDE EMERGENCY PRODUCTS, LLC DBA STATEWIDE MUNICIPAL LEASING FOR THE LEASE-PURCHASE OF TWO (2) POLICE CRUISERS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY THOUSAND THREE HUNDRED SIXTEEN AND 00/100 DOLLARS (\$140,316.00)

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

SECTION 1. That the Council of the City of Huron authorizes and directs the City Manager, on behalf of the Huron Police Department, to enter into a three-years lease-purchase agreement with Statewide Emergency Products, LLC dba Statewide Municipal Leasing for the purchase of two (2) new police cruisers, specifically, two (2) Chevrolet Tahoe SUV's, as further described in Exhibit "A" attached hereto, in an amount to exceed One Hundred Forty Thousand Three Hundred Sixteen and 00/100 Dollars (\$140,316.00).

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

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

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:

Sales Representative Name		Steve Rick		Reference Number		241632SR		Number Of Vehicles		2	
Statewide Ford 1108 W. Main Street Van Wert, Ohio 45891		Revision Level				Quote Or Package Number:					
		Date		12/20/2024		Utility Quote Or Package Number		Utility Ohio Soundoff			
		Vehicle		2025		Utility		Durango Quote Or Package Number			
		Status		Quote Valid 30 Days		F-150 Quote Or Package Number					
Customer Billing Information						Tahoe Quote Or Package Number					
Purchaser Name		Huron Police Department						Title Information Or Customer Shipping Information			
Contact Name		Chief Terry Graham And Ryan Boesch						Lienholder			
Contact Email		rboesch@cityofhuron.org						Company Name			
Contact Number		419-433-4114						Attention To			
Mailing Address		417 Main Street						Street Address			
City, State & Zip		Huron, Ohio 44839						City, State & Zip			
Lightbar Color:		Half Red And Half Blue		Exterior Lighting:		Half Red And Half Blue		Special Instructions			
Custom Discription:								Purchase Order Number			
Warranty Statement:		Installation And Wiring Are Covered Under A Lifetime Warranty And Emergency Products Are Covered During The Period Of The Manufacturers Warranty.									
		Parts And Labor Warranty Are Subject To An Inspection									
QTY	Manufacturer	Part Number	Part Description				Unit Price	Extended Price	PO	Notes:	
								\$ -			
								\$ -			
								\$ -			
2	Statewide Ford	Ready For Patrol	2025 Utility Stock Program From Statewide Ford				\$59,464.00	\$ 118,928.00			
2	Ford	K8A-Black	Utility Interceptor, All Wheel Drive, V6 Engine					\$ -			
	Ford		LED Ready Headlamps					\$ -			
2	Ford	17T	Red/Clear Dome Light In Cargo Area					\$ -			
2	Ford	549	Heated Mirrors					\$ -			
2	Ford	43D	Courtesy Lamps Inoperative					\$ -			
2	Ford	18D	Global Unlock					\$ -			
2	Ford	68G	Rear Door Handles And Windows Inoperative					\$ -			
2	Ford	59B	Keyed Alike (1284X)					\$ -			
2	Ford	17A	Rear A/C					\$ -			
2	Ford	76R	Reverse Sensing					\$ -			
2	Ford	55B	Blis Blind Spot Monitoring					\$ -			
2	Ford	86T	Taillight Prep					\$ -			
2	Ford	19V	Rear Camera On Demand					\$ -			

Customer	Huron Police Department		Reference Number	241632SR	Revision Level		Sales Representative Name	Steve Rick	
QTY	Manufacturer	Part Number	Part Description			Unit Price	Extended Price	PO	Notes:
2	Ford	68B	Police Perimeter Alarm				\$ -		
2	Ford	76P	Pre-Collision Assist With Pedestrian Detection				\$ -		
2	Ford	593	Anti Theft Alarm				\$ -		
2	Ford	47A	Police Engine Idle				\$ -		
2	Ford	19K	AGM Heavy Duty Battery				\$ -		
2	Ford	Hitch	Class IV Hitch With Wiring Harness				\$ -		
2	Ford	IDS	8" Intergrated Display Screen				\$ -		
2	Ford	85R	Tunnel Mount				\$ -		
2	Ford	RKE	Remote Keyless Entry				\$ -		
2	Ford	Delivery	Delivery To Your Department (Included In package Pricing)				\$ -		
			The Following Equipment Is Included In Package Price:				\$ -		
			Tall Man Recessed Partition With Center Sliding Window				\$ -		
			Expanded Metal Rear Partition				\$ -		
			Replacement Seat With Outboard Seat Belts				\$ -		
			Vertical Steel Window Guards				\$ -		
			Dual Weapon Mount With Universal Locks				\$ -		
			Vehicle Specific Console With Cup Holder And Armrest				\$ -		
			Magnetic Mic				\$ -		
			Dome Light Between Front Driver And Passenger Seat				\$ -		
			The Following Warning Equipment Is Included In Package Price:				\$ -		
			nForce NXT Tri Color Lightbar				\$ -		
			481 Siren And Switch Controller				\$ -		
			100 Watt Speaker And Mounting Bracket				\$ -		
			Single Color LEDs For Side Cargo Window				\$ -		
			Tri Color Grille Lights				\$ -		
			Tri Color Mid Hatch Lights				\$ -		
			Single Color Under Hatch Lights				\$ -		
			Flashing Taillights				\$ -		
			The Following Equipment To Be Added To The Vehicle:				\$ -		
2	MPH	CRB	MPH Radar Brackets			\$ 167.00	\$ 334.00		
2	Lind	ASMTL-00332	Power Supply Bracket			\$ 50.00	\$ 100.00		
2	AutoTrim	Decals-42046	Reflective Decals			\$ 600.00	\$ 1,200.00		

[illegible]

Customer	Huron Police Department		Reference Number	241632SR		Revision Level		Sales Representative Name	Steve Rick
Labor And Materials Section:									
Strip And Transfer Equipment Needed									
	<u>Radio #1</u>			<u>Radio #2</u>			<u>Radio #3</u>		
	2 Piece Radio			No			No		
Comments									
	<u>Scanner</u>			<u>Repeater</u>			<u>Preemption</u>		
	No			No			No		
Comments									
	<u>Camera System</u>			<u>Single Antenna Radar</u>			<u>Dual Antenna Radar</u>		
	No			Yes			No		
Comments			Python Single Antenna Radar						
	<u>Computer System</u>			<u>Computer Power Supply</u>			<u>Modem With Antenna</u>		
	No			Yes			No		
Comments									
	<u>Printer</u>			<u>Flashlight</u>			<u>Miscellaneous</u>		
	No			No			No		
Comments									
Notes Section:									
<input type="checkbox"/> Special Quote					SubTotal	\$121,004.00			
			QTY	2	Installation Per Unit	\$620.00	Installation	\$1,240.00	
			<input type="checkbox"/> Check if Actual Shipping is to be Charged			Shipping			
<input type="checkbox"/> Split Bill Between SFL/Greve/ECT With SEP					Tax Rate		\$-		
<input type="checkbox"/> Equipment To Be Shipped Loose					Total	\$122,244.00			
Color Of Vehicle: _____					Customer Signature: _____				

Statewide Municipal Leasing
 1108 West Main Street
 Van Wert Ohio 45891

Huron

Compound.Period..... : Annual

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	01/08/2025	122,244.00	1		
2 Lease Payment	01/08/2025	44,305.27	3	Annual	01/08/2027
3 Residual	01/08/2027	1.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	01/08/2025					122,244.00
1	01/08/2025	44,305.27		0.00	44,305.27	77,938.73
2025 Totals		44,305.27	0.00	0.00	44,305.27	
2	01/08/2026	44,305.27		7,014.49	37,290.78	40,647.95
2026 Totals		44,305.27	0.00	7,014.49	37,290.78	
3	01/08/2027	44,305.27		3,658.32	40,646.95	1.00
Residual	01/08/2027		1.00	0.00	1.00	0.00
2027 Totals		44,305.27	1.00	3,658.32	40,647.95	
Grand Totals		132,915.81	1.00	10,672.81	122,244.00	

1st Payment Due at Delivery

We charge no documentation or set up fee

Financing is subject to:

- 1) Municipality's most recent audited financial statement
- 2) Mutually acceptable documentation



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 12-2025 (*submitted by Todd Schrader*)
DATE: January 14, 2025

Subject Matter/Background

AS PROVIDED BY THE OHIO MUNICIPAL LEAGUE:

Under current Ohio law, a municipality can require public utilities to relocate their lines at their own expense in order to accommodate the municipality's governmental function. However, the Ohio Supreme Court has held that if a tariff contains a provision requiring a city to cover costs of relocating utilities, the tariff language supersedes any city ordinance requiring the utility to cover the charges.

If AT&T's tariff change becomes effective, the tariff gives AT&T the ability to charge municipalities in advance when they relocate facilities, even if the relocation is required for safety or public welfare purposes.

This change would shift costs from the company to the taxpayers. Additionally, if AT&T is successful in having Ohio law changed through a tariff revision, then other utilities such as Columbia Gas of Ohio and AEP-Ohio can make the same filing -- further hindering municipalities in their projects and causing their costs to increase.

Take Action

Challengers need to file a Motion to Intervene well in advance of Jan. 18, when the tariff becomes automatically effective, and OML has engaged with Taft Stettinius and Hollister for this purpose.

To avoid any standing issues and to emphasize the importance of this cost shift to municipalities, OML is requesting that our members adopt an ordinance to include your municipality in this effort. Agreeing to participate does not commit your municipality at this time to financial support, although if the matter is not resolved at the PUCO level, a request may be made for financial assistance (your municipality can decide at that point if you want to continue as a party to the proceedings).

Financial Review

There is no monetary impact for this legislation.

Legal Review

Legal staff has conferred with Chris Miller, lead counsel to OML, who confirmed that:

- There is no cost to have the City's name added to the objection pleading (not as a party, but as one of the many identified objectors);
- Depending on what happens, there may likely be a call to "pass the hat" and have interested parties contribute funds to assist with prosecution of the matter. This would depend on what needs to be done, how many municipalities/government subdivisions are involved, and estimated legal costs; and
- The City has not signed anything - Council can make a determination at the time whether it wants to stay

involved and contribute.

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 12-2025 is in order.

[Resolution No. 12-2025 Resolution of Support for OML's Challenge of AT&T Tariff Application to PUCO.docx](#)

RESOLUTION NO. 12-2025
INTRODUCED BY HURON, OHIO CITY COUNCIL

A RESOLUTION OF THE CITY OF HURON, OHIO, SUPPORTING THE OHIO MUNICIPAL LEAGUE'S CHALLENGE OF AT&T'S TARIFF APPLICATION AT THE PUBLIC UTILITIES COMMISSION OF OHIO.

WHEREAS, on December 18, 2024, the Ohio Bell Telephone Company dba AT&T Ohio ("AT&T") filed a Telecommunications Form related to a change in its tariff for "Construction Charges, Relocation of Facilities" with the Public Utilities Commission of Ohio (the "PUCO") in PUCO Case Nos. 24-1123-TP-ATA and 90-5032-TP-TRF (collectively referred to as "AT&T's Tariff Application");

WHEREAS, AT&T's Tariff Application proposes tariff changes which will require any municipalities in which AT&T is located in the municipality's public right-of-way to pay the full cost of any relocation or undergrounding of AT&T's facilities, regardless of the reason for the relocation. This is in direct contradiction of current Ohio law;

WHEREAS, AT&T's Tariff Application is subject to a thirty-day auto approval process, meaning that if the PUCO does not rule on the application, then the application is automatically approved, and the tariff change becomes effective on the thirty-first day after the filing of the application;

WHEREAS, if AT&T's Tariff Application goes unchallenged and becomes automatically effective, municipalities throughout Ohio (and, subsequently, constituents who may or may not be AT&T customers) would be required to pay for any relocation of AT&T facilities in the public rights-of-way, even if the relocation or undergrounding is required for health, safety, or public welfare purposes;

WHEREAS, any challenges to AT&T's application must be filed prior to the January 17, 2025, to allow the PUCO to pause the automatic approval process, allow challengers to be heard through an evidentiary hearing, and consider legal arguments. To challenge AT&T's Tariff Application, an interested stakeholder must file a motion to intervene with the PUCO showing that it has a real and substantial interest in AT&T's Tariff Application and the intervener is so situated that the disposition of the proceeding may, as a practical matter, impair or impede its ability to protect that interest; and

WHEREAS, the Ohio Municipal League has engaged counsel to challenge AT&T's Tariff Application.

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

SECTION ONE: The City of Huron finds that AT&T's Tariff Application directly changes and significantly impacts, to detriment to the City of Huron and how the City of Huron manages and administers its public rights-of-way;

SECTION TWO: The City of Huron hereby authorizes and agrees to participate in and to intervene in the proceeding at the PUCO in order to challenge AT&T's Tariff Application and any subsequent and/or necessary legal, administrative, legislative efforts; and

SECTION THREE: The City of Huron has been advised by the Ohio Municipal League that future financial and/or other support from the City of Huron may be necessary to the success of a challenge to AT&T's Tariff Application and any related legal, administrative, or legislative efforts. The City of Huron

may take under consideration the specific amount or form of such financial and/or other support from the City of Huron at a subsequent meeting of this Council.

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

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

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:



TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Resolution No. 13-2025 (*submitted by Jack Evans*)
DATE: January 14, 2025

Subject Matter/Background

The Huron Water Filtration Plant is going to replace the chemical pumps for 5 chemicals. The current pumps were installed between 2010 – 2014 and have exceeded their lifespan. Replacement parts are no longer available for these pumps, which creates an emergency situation in the event of a pump failure. In 2024, the sodium permanganate pumps were replaced under emergency as failures occurred and replacement parts could no longer be obtained. These pumps were replaced with Watson-Marlow peristaltic pumps and the filtration plant has had great success with this brand. The remaining pumps were specified for the same Watson-Marlow pumps. This will also increase redundancy as all pumps will use the same parts, which will reduce the amount of replacement parts that need to be stored on site. The quote included the installation of 10 chemical pumps (2 pumps for each chemical for redundancy) and programming to our SCADA system. All chemical pumps will be flow-paced and controlled remotely from the SCADA system.

Financial Review

The amount of \$42,624 was budgeted in the Water Filtration Capital budget and will be expensed from 603-9501-55972.

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. 13-2025 on its first reading is in order.

[Resolution No. 13-2025 Exh A Huron WTP Chem Feed Project Budget Quote.docx](#)

[Resolution No. 13-2025 BissNuss Inc. Watson Marlow Pumps \\$42,624.docx](#)



* 28901 Clemens Road, Suite 115 * Westlake, OH 44145 * Phone: 419-779-3180 * Email: cstewart@bissnussinc.com

Quote Ref. # CS91624

Huron Water Treatment Plant
ATTN: Jack Evans

Subject: Chemical Feeds Pumps, Equipment, and Installation Quote

Jack,

Please find below the requested quote information on replacement Watson Marlow Qdos 30 pumps for caustic soda, ACH, fluoride, and phosphate. We are also providing budget pricing for installation of new interconnection SCADA wiring from the pumps to the existing SCADA junction boxes.

<u>Item</u>	<u>Qty</u>	<u>Part #</u>	<u>Description</u>	<u>Price Each</u>	<u>Total</u>
<u>Fluoride Pumps</u>					
1	2	0M0.224R.GRA	Watson Marlow Qdos 30 Universal + w/ (2) Relay Pump, Santoprene Tubing & PFPE Lubricant, 60PSI, ReNu Pumphead to Right	\$3,669.00	\$7,338.00
2	1	0M3.2200.PFP	Watson Marlow ReNu Pumphead – Spare – Santoprene Tubing w/ PFPE Lubricant	\$318.00	\$318.00
<u>Caustic Soda Pumps</u>					
3	2	0M0.224R.GRA	Watson Marlow Qdos 30 Universal + w/ (2) Relay Pump, Santoprene Tubing & PFPE Lubricant, 60PSI, ReNu Pumphead to Right	\$3,669.00	\$7,338.00
4	1	0M3.2200.PFP	Watson Marlow ReNu Pumphead – Spare – Santoprene Tubing w/ PFPE Lubricant	\$318.00	\$318.00
<u>ACH Pumps</u>					
5	2	0M0.224R.GRA	Watson Marlow Qdos 30 Universal + w/ (2) Relay Pump, Santoprene Tubing & PFPE Lubricant, 60PSI, ReNu Pumphead to Right	\$3,669.00	\$7,338.00



* 28901 Clemens Road, Suite 115 * Westlake, OH 44145 * Phone: 419-779-3180 * Email: cstewart@bissnussinc.com

6	1	0M3.2200.PFP	Watson Marlow ReNu Pumphead – Spare – Santoprene Tubing w/ PFPE Lubricant	\$318.00	\$318.00
Phosphate Pumps					
7	2	0M0.224R.GRA	Watson Marlow Qdos 30 Universal + w/ (2) Relay Pump, Santoprene Tubing & PFPE Lubricant, 60PSI, ReNu Pumphead to Right	\$3,669.00	\$7,338.00
8	1	0M3.2200.PFP	Watson Marlow ReNu Pumphead – Spare – Santoprene Tubing w/ PFPE Lubricant	\$318.00	\$318.00
Service					
9	1	Service	Service for SCADA Connections for all Chemical Feed Applications: Sodium Permanganate, Fluoride, Caustic Soda, Phosphate, and ACH. Includes Conduit Installation for Sodium Permanganate Communication Wires, Force Flow Solo G2 Dry Contact Relay Wiring to Existing Control Cabinet, Interconnecting Wires from New Pumps to Existing SCADA Wiring Junction Boxes, Wiring/Cords Grips/Misc. Anchors/Etc. Pricing Based on (2) Service Technicians on site for a Total of (4) Days Each.	\$11,400.00	\$11,400.00
	1	Freight	Est. S&H for All Pumps and Equipment to Plant	\$600.00	\$600.00
				Total	\$42,624.00

Terms: Net 30

Lead Time: TBD

Freight: See Estimate Above

Quote Validity: 30 days

Address Purchase Order to BissNuss, Inc.



* 28901 Clemens Road, Suite 115 * Westlake, OH 44145 * Phone: 419-779-3180 * Email: cstewart@bissnussinc.com

Please confirm Bill To and Ship To address when placing order

EXCLUSIONS: 1) Taxes; 2) Installation; 3) Painting/Coating; 4) Field Measurements; 5) Any item not specifically included above; 6) Field service & Start-up certification unless noted

If you have any questions or concerns, please feel free to contact me.

Regards,

Cory Stewart

BissNuss, Inc.

28901 Clemens Road – Suite 115

Westlake, OH 44145

C: 419-779-3180

www.bissnussinc.com

RESOLUTION NO. 13-2025

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BISSNUSS INC. FOR THE PURCHASE OF REPLACEMENT WATSON MARLOW ODOS 30 PUMPS FOR CAUSTIC SODA, ACH, FLUORIDE AND PHOSPHATE, INSTALLATION OF NEW INTERCONNECTION SCADA WIRING FROM THE PUMPS TO EXISTING SCADA JUNCTION BOXES, AND RELATED FREIGHT CHARGES AT THE HURON WATER FILTRATION PLANT IN THE AMOUNT OF FORTY-TWO THOUSAND SIX HUNDRED TWENTY-FOUR AND XX/100 DOLLARS (\$42,624.00)

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with BissNuss Inc. for the purchase of replacement Watson Marlow Odos 30 pumps for caustic soda, ACH, fluoride and phosphate, installation of new interconnection SCADA wiring form the pumps to existing SCADA junction boxes, and related freight charges for the Huron Water Filtration Plant in the amount of Forty-Two Thousand Six Hundred Twenty-Four and xx/100 Dollars (\$42,624.00). A copy of the proposal is attached hereto as Exhibit A and incorporated herein by reference.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Amended Resolution No. 56-2021 (*submitted by Jack Evans*)
DATE: January 14, 2025

Subject Matter/Background

This legislation seeks Council's authorization to amend Resolution No. 56-2021 adopted on August 24, 2021 relating to an application made to the Ohio Department of Development for Water and Wastewater Infrastructure Grant Program for funds relating to the Huron Elevated Water Storage Tank Project. The City was subsequently awarded \$5 Million as a result of the application and now seeks authority to amend the Grant Agreement entered into with the ODOD to extend the expiration of said agreement to June 30, 2025. The amended resolution also includes language formally authorizing acceptance of the grant funds as awarded. A copy of Resolution No. 56-2021 is attached hereto as Exhibit 1.

Financial Review

While there is no financial impact to the City related to applying for the grant, the City will require local water funds to move forward with the project which will be paid from the Water Capital Fund.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Amended Resolution 56-2021 is in order.

[Amended Resolution No. 56-2021 Exh 1 Res 56-2021 \(adopted 8-24-21\).pdf](#)

[AMENDED Resolution No. 56-2021 DEV-2021-181177 2M Gallon Water Tank ODOD Grant \(1\).docx](#)

[Amended Resolution No. 56-2021 Exh B First Amendment.pdf](#)

RESOLUTION NO. 56-2021

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO DEPARTMENT OF DEVELOPMENT WATER AND WASTEWATER INFRASTRUCTURE GRANT PROGRAM, AND TO EXECUTE CONTRACTS AS REQUIRED RELATIVE TO THE HURON ELEVATED WATER STORAGE TANK PROJECT.

WHEREAS, the Ohio Water and Wastewater Infrastructure Grant Program will award approximately \$250 million to provide safe, reliable drinking water in areas that lack infrastructure, bring sewage treatment capacity to unsewered areas, and develop regional infrastructure to serve multiple communities; and

WHEREAS, the Ohio General Assembly funded the grant program in House Bill 168 with money that was appropriated through the American Rescue Plan Act. Governor DeWine signed the bill into law in June; and

WHEREAS, water and wastewater construction projects are eligible for up to \$5 million in grant funding, and infrastructure engineering design projects are eligible for up to \$250,000; and

WHEREAS, eligible water infrastructure construction projects include the repair, replacement, and construction of drinking water storage towers; and .

WHEREAS, the Huron Elevated Water Storage Tank Project proposes construction of a 2,000,000 gallon potable water elevated storage tank, which would increase the City's storage potential from 900,000 gallons of finished water storage to 2,900,000 million gallons.

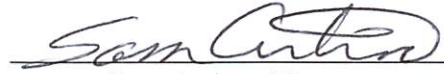
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is hereby authorized to apply to the Ohio Department of Development Water and Wastewater Infrastructure Grant Program for funds as described above, substantially in the forms of the grant applications attached hereto as Exhibits A and B.

SECTION 2. That the City Manager is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

SECTION 3. That this resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.



Sam Artino, Mayor

Attest: 

Clerk of Council

Adopted: 24 AUG 2021





August 18, 2021

Office of the Erie County Engineer
Board of Erie County Commissioners

RE: HB 168 Projects – City of Huron
Project 1 of 2

1. Prepare an individual list of your project(s) for which grant funding is desired.
Project number one is listed here and below
2. If there is more than one such project, prioritize each in order of importance.
This project is the highest importance
3. Briefly describe the reason for each project.

Project encompasses the construction of a 2,000,000 gallon potable water elevated storage tank. The City of Huron Water Department provides the entire City of Huron with potable water as well as providing wholesale water to the Erie County Water System at a rate currently averaging 1.6 million gallons per day. The water treatment facility in Huron is currently under contract for the provision of plant expansion. The filtration plant will be capable of producing 5.8 million gallons of drinking water per day, furthermore the city anticipates increased sales to the Erie County Water System. The anticipated daily output of the facility is expected to be 5.0 million gallons per day. The city currently has two water towers for finished water storage, the east tank is 500,000 gallons, and the west tank is 400,000 gallons. With a total of only 900,000 gallons of finished water storage the city would only have 4.3 hours of finished water in storage should the filtration plant shutdown for any reason. As such the city has identified a new 2 million gallon water tower as a top priority. The proposed water tower would be located on the west side which experiences the highest water demands. The tower would increase our finished water storage from the current 900,000 gallons to 2,900,000 gallons. The tower would benefit all residents of the City of Huron as well as all residents of the Erie County Water System as we supply said system with potable water.
4. Describe area subject project is to be constructed and the estimated number of people that will benefit from it.

Project would be located on one of two city owned parcels. Highest likelihood is parcel 42-00120.000 on Rye Beach Road. Lowest likelihood is parcel 42-64033.000 at Fabens Park. Population benefitted is estimated at 49,437 as the City of Huron provides water service to Erie County D.O.E.S in addition to our internal population. Increased water production to Erie County is also anticipated as the treatment plant is currently under construction for plant capacity increase.



5. Provide a cost estimate for each project prepared by an engineer.
\$6,363,210.00 as provided by Poggemeyer Design Group.
6. Has this entity applied for any other funding?
No the City of Huron has not pursued any other funding opportunities for this project.
7. Have any other funding sources committed financial help in engineering/construction?
The capital improvement fund of the City of Huron would finance the remaining balance if grant award were successful.
8. Can entity provide a local match or contribution towards construction of the project(s)?
Yes, local match of \$1,363,210.00 or 21%. Local match plus \$5,000,000 grant brings us to total construction cost of \$6,363,210.00.
9. Are any environmental mandates in effect at individual project location(s)?
Not at this time.
10. Provide timeframe for going to construction on each of your project(s).
Within 18 months of award of grant funding.
11. Is your project designed with funding in place or is same contingent upon your application being approved?
Contingent upon application approval.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Jason Gibboney".

Jason Gibboney
City of Huron Water Superintendent

Cc: Matt Lasko – Huron City Manager



Water and Wastewater Infrastructure Grant Program

Application Information

Application Name: DEV--2021 - 181177
Project Type: Construction grant - public drinking water
Created On: 8/12/2021 9:40 AM
Created By: JASON GIBBONEY
Online Application Status: Application in Progress

Applicant Organization

Federal Tax ID: 34-6400671
OAKS ID: 0000104317
Applicant Name: Huron, City of
Applicant Address: 417 MAIN STREET,
HURON, OH, 44839

Project Contact Information

Position/Role	Primary Contact	First Name	Last Name	Phone Number	Email
Mayor/Village Administrator		MATTHEW	LASKO	(419) 433-5000	CITYMANAGER@HURONOHIO.US
Application Preparer	✓	JASON	GIBBONEY	(419) 433-9502	JGIBBONEY@CITYOFHURON.ORG
Authorized Official		MATTHEW	LASKO	(419) 433-5000	CITYMANAGER@HURONOHIO.US
Consulting Engineer		TOM	BORCK	(419) 352-7537	TBORCK@KLEINFELDER.COM

Project Information

Project Name:

HURON ELEVATED WATER STORAGE TANK

Project Location (list city/village):

CITY OF HURON

Select County(ies) served:

Erie

Please Provide a brief description of the project:

Project encompasses the construction of a 2,000,000 gallon potable water elevated storage tank. The City of Huron Water Department provides the entire City of Huron with potable water as well as providing wholesale water to the Erie County Water System at a rate currently averaging 1.6 million gallons per day. The water treatment facility in Huron is currently under contract for the provision of plant expansion. The filtration plant will be capable of producing 5.8 million gallons of drinking water per day, furthermore the city anticipates increased sales to the Erie County Water System. The anticipated daily output of the facility is expected to be 5.0 million gallons per day. The city currently has two water towers for finished water storage, the east tank is 500,000 gallons, and the west tank is 400,000 gallons. With a total of only 900,000 gallons of finished water storage the city would only have 4.3 hours of finished water in storage should the filtration plant shutdown for any reason. As such the city has identified a new 2 million gallon water tower as a top priority. The proposed water tower would be located on the west side which experiences the highest water demands. The tower would increase our finished water storage from the current 900,000 gallons to 2,900,000 gallons. The tower would benefit all residents of the City of Huron as well as all residents of the Erie County Water System as we supply said system with potable water.

Estimated population number to be served:

49437

Community & Project Information

Is this project listed on the County Engineers prioritization list as submitted?

Yes

If you've checked yes, what is the prioritization level of the project (on a scale of 1-10) (insert number or check do not know)?

Do not know

Does the community where the project is located meet any of the economically disadvantaged criteria below? If so, check all that apply.

What is your estimated average monthly residential charge for water usage?

\$23.00

What is your estimated average monthly residential charge for wastewater?

\$0.00

Does the project address any of the following areas? If so, check all that apply.

Regionalizing or Connecting two or more community systems

Does the project address significant water quality and/or public health concerns related to any of the following:

The project will address a high-risk for critical infrastructure failure (ex: collapse of critical treatment plant components, catastrophic failure of storage pond or water tower, etc.)

Indicate (check all that apply) the construction readiness of the project:

Engineering/design plans are in development; Construction on the project can begin in 18 months

Project Start date:

2/1/2023

Project End date:

6/30/2023

Costs

ARPA Water and Sewer/Wastewater Quality Construction Grant Project Budget

Category Number	Cost Categories	Total Amount Requested
1	Water Facility Improvements	\$5,000,000.00
2	Sewer Facility Improvements	
3	Household Connections	
4	Professional Fees	
5	Administrative Costs	
Total:		\$5,000,000.00

Match funds:

Is there match funding for the project?

Yes

Total Amount	Source	Funds Committed?
\$1,363,210.00	TBD	No
Total : \$1,363,210.00		

Total Project Cost: **6363210.0**

Total Requested Amount: **5000000.0**

Required Documents

Required Documents			
Document Name:	Description	Date Uploaded:	Uploaded by:
Engineering reports		8/16/2021 1:14 PM	JASON GIBBONEY
Project Map		8/16/2021 1:24 PM	JASON GIBBONEY

Submit

As an authorized representative, I, ___from Huron, City of, hereby submit this Application to the Department of Development. I have read and understand the program eligibility requirements and also understand that this document in no way constitutes a commitment of funds by the State of Ohio for any of its programs. Further, I hereby represent that the foregoing and the information provided in the Application, to the best of my knowledge and belief, is true, complete and accurately describes the proposed project for which the financial assistance is being sought.

Typed Name: _____ Title: _____ Date: _____



August 18, 2021

Office of the Erie County Engineer
Board of Erie County Commissioners

RE: HB 168 Projects – City of Huron
Project 2 of 2

1. Prepare an individual list of your project(s) for which grant funding is desired.
Project number two is listed here and below
2. If there is more than one such project, prioritize each in order of importance.
This project is the lowest importance
3. Briefly describe the reason for each project.
Design services for the provision of engineering a Two Million Gallon Potable Water Elevated Storage Tank in the City of Huron. If approved the project would encompass all needed water flow and topographical data needed to engineer a two million gallon elevated storage tank on a city owned parcel. Engineering services for design include tank mixing systems, sitework, fencing, altitude valve, electrical, and various pipe connections / fittings. This proposed tower, when completed, would serve the entire City of Huron as well as the Erie County Public Water System. Currently the City of Huron provides Erie County with an average of 1.6 million gallons of water per day. The Huron Water Filtration Plant is currently under contract for the provision of plant expansion. The filtration plant will be capable of producing 5.8 million gallons of potable water per day, furthermore the city anticipates increased sales to the Erie County water system. The anticipated daily output of the facility post construction is expected to be 5.0 million gallons per day. The city currently has two water towers for finished water storage, the east tower is 500,000 gallons, and the west tower is 400,000 gallons. With a total of only 900,000 gallons of finished water storage the city would only have 4.3 hours of finished water in storage should the filtration plant shutdown for any reason. As such the city has identified a new 2 million gallon tower as a top priority. The addition of the new tower design and subsequent construction would allow for a total finished water storage volume of 2,900,000 gallons. The tower benefits multiple water systems namely the City of Huron and Erie County.



4. Describe area subject project is to be constructed and the estimated number of people that will benefit from it.
Project would be located on one of two city owned parcels. Highest likelihood is parcel 42-00120.000 on Rye Beach Road. Lowest likelihood is parcel 42-64033.000 at Fabens Park. Population benefitted is estimated at 49,437 as the City of Huron provides water service to Erie County D.O.E.S in addition to our internal population. Increased water production to Erie County is also anticipated as the treatment plant is currently under construction for plant capacity increase.
5. Provide a cost estimate for each project prepared by an engineer.
Design cost is estimated at \$335,800.00 as provided by Poggemeyer Design Group
6. Has this entity applied for any other funding?
No the City of Huron has not pursued any other funding opportunities for this project.
7. Have any other funding sources committed financial help in engineering/construction?
The capital improvement fund of the City of Huron would finance the remaining balance if grant award were successful.
8. Can entity provide a local match or contribution towards construction of the project(s)?
Yes, local match of \$85,800.00 or 26%. Local match plus \$250,000.00 grant brings us to total design cost of \$335,800.00.
9. Are any environmental mandates in effect at individual project location(s)?
Not at this time.
10. Provide timeframe for going to construction on each of your project(s).
Within 18 months of award of grant funding.
11. Is your project designed with funding in place or is same contingent upon your application being approved?
Contingent upon application approval.

Respectfully Submitted,

Jason Gibboney
City of Huron Water Superintendent

Cc: Matt Lasko – Huron City Manager



Water and Wastewater Infrastructure Grant Program

Application Information

Application Name: DEV--2021 - 181512
Project Type: Design grant - public drinking water
Created On: 8/16/2021 1:36 PM
Created By: JASON GIBBONEY
Online Application Status: Application in Progress

Applicant Organization

Federal Tax ID: 34-6400671
OAKS ID: 0000104317
Applicant Name: Huron, City of
Applicant Address: 417 MAIN STREET,
HURON, OH, 44839

Project Contact Information

Position/Role	Primary Contact	First Name	Last Name	Phone Number	Email
Mayor/Village Administrator		MATTHEW	LASKO	(419) 433-5000	CITYMANAGER@HURONOHIO.US
Application Preparer	✓	JASON	GIBBONEY	(419) 433-9502	JGIBBONEY@CITYOFHURON.ORG
Authorized Official		MATTHEW	LASKO	(419) 433-5000	CITYMANAGER@HURONOHIO.US
Consulting Engineer		TOM	BORCK	(419) 352-7537	TBORCK@KLEINFELDER.COM

Project Information

Project Name:

DESIGN OF 2 MILLION GALLON POTABLE WATER ELEVATED STORAGE TANK

Project Location (list city/village):

CITY OF HURON

Select County(ies) served:

Erie

Please Provide a brief description of the project:

Design services for the provision of engineering a Two Million Gallon Potable Water Elevated Storage Tank in the City of Huron. If approved the project would encompass all needed water flow and topographical data needed to engineer a two million gallon elevated storage tank on a city owned parcel. Engineering services for design include tank mixing systems, sitework, fencing, altitude valve, electrical, and various pipe connections / fittings. This proposed tower, when completed, would serve the entire City of Huron as well as the Erie County Public Water System. Currently the City of Huron provides Erie County with an average of 1.6 million gallons of water per day. The Huron Water Filtration Plant is currently under contract for the provision of plant expansion. The filtration plant will be capable of producing 5.8 million gallons of potable water per day, furthermore the city anticipates increased sales to the Erie County water system. The anticipated daily output of the facility post construction is expected to be 5.0 million gallons per day. The city currently has two water towers for finished water storage, the east tower is 500,000 gallons, and the west tower is 400,000 gallons. With a total of only 900,000 gallons of finished water storage the city would only have 4.3 hours of finished water in storage should the filtration plant shutdown for any reason. As such the city has identified a new 2 million gallon tower as a top priority. The addition of the new tower design and subsequent construction would allow for a total finished water storage volume of 2,900,000 gallons. The tower benefits multiple water systems namely the City of Huron and Erie County.

Estimated population number to be served:

49437

Community & Project Information

Is this project listed on the County Engineers prioritization list as submitted?

Yes

If you've checked yes, what is the prioritization level of the project (on a scale of 1-10) (insert number or check do not know)?

Do not know

Does the community where the project is located meet any of the economically disadvantaged criteria below? If so, check all that apply.

What is your estimated average monthly residential charge for water usage?

\$23.00

What is your estimated average monthly residential charge for wastewater?

\$0.00

Does the project address any of the following areas? If so, check all that apply.

Regionalizing or Connecting two or more community systems

Does the project address significant water quality and/or public health concerns related to any of the following:

The project will address a high-risk for critical infrastructure failure (ex: collapse of critical treatment plant components, catastrophic failure of storage pond or water tower, etc.)

Costs

ARPA Water and Sewer/Wastewater Quality Construction Grant Project Budget

Category Number	Cost Categories	Total Amount Requested
1	Design Costs	\$250,000.00
2	Administrative Costs	
Total:		\$250,000.00

Match funds:

Is there match funding for the project?

Yes

Total Amount	Source	Funds Committed?
\$85,800.00	TBD	No

Total : **\$85,800.00**

Total Project Cost: **335800.0**

Total Requested Amount: **250000.0**

Required Documents

Required Documents			
Document Name:	Description	Date Uploaded:	Uploaded by:
Project Map		8/16/2021 1:53 PM	JASON GIBBONEY
Engineering reports		8/16/2021 1:53 PM	JASON GIBBONEY

Submit

As an authorized representative, I, from Huron, City of, hereby submit this Application to the Department of Development. I have read and understand the program eligibility requirements and also understand that this document in no way constitutes a commitment of funds by the State of Ohio for any of its programs. Further, I hereby represent that the foregoing and the information provided in the Application, to the best of my knowledge and belief, is true, complete and accurately describes the proposed project for which the financial assistance is being sought.

Typed Name: Title: Date:

AMENDED
RESOLUTION NO. 56-2021
Introduced by _____

AN AMENDED RESOLUTION RATIFYING THE CITY MANAGER'S EXECUTION OF THE FIRST AMENDMENT TO THE WATER AND WASTEWATER INFRASTRUCTURE PROGRAM GRANT AGREEMENT (CONTROL NUMBER DEV-2021-181177) DATED JANUARY 1, 2023 BETWEEN THE OHIO DEPARTMENT OF DEVELOPMENT AND THE CITY OF HURON AUTHORIZED BY RESOLUTION NO. 56-2021 ADOPTED ON AUGUST 24, 2021, AS FOLLOWS:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO DEPARTMENT OF DEVELOPMENT ("ODOD") WATER AND WASTEWATER INFRASTRUCTURE GRANT PROGRAM IN THE AMOUNT OF FIVE MILLION AND XX/100 DOLLARS (\$5,000,000.00) RELATING TO THE HURON ELEVATED WATER STORAGE TANK PROJECT; AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD IN AN AMOUNT NOT TO EXCEED FIVE MILLION AND XX/100 DOLLARS (\$5,000,000.00), SHOULD THE APPLICATION BE SUCCESSFUL; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS AND DOCUMENTS AS REQUIRED.

WHEREAS, the Huron City Council previously authorized submission of an application to the Ohio Department of Development Water and Wastewater Infrastructure Grant Program through Resolution No. 56-2021 adopted on August 24, 2021; and

WHEREAS, The Ohio Water and Wastewater Infrastructure Grant Program will award approximately \$250 million to provide safe, reliable drinking water in areas that lack infrastructure, bring sewage treatment capacity in unsewered areas, and develop regional infrastructure to serve multiple communities; and

WHEREAS, the Ohio General Assembly funded the grant program in House Bill 168, signed into law by Governor DeWine in June of 2021, with money that was appropriated through the American Rescue Plan Act; and

WHEREAS, water and wastewater construction projects are eligible for up to \$5 million in grant funding, and infrastructure engineering design projects are eligible for up to \$250,000; and

WHEREAS, eligible water infrastructure construction projects include the repair, replacement, and construction of drinking water storage towers; and

WHEREAS, the Huron Elevated Water Storage Tank Project (the "Project") proposes construction of a 2,000,000 gallon potable water elevated storage tank, which would increase the City's storage potential from 900,000 gallons of finished water storage to 2,900,000 million gallons; and

WHEREAS, the City meets the basic eligibility requirements for funding, as the Project meets the guidelines of the program; and

WHEREAS, the City of Huron has the authority to apply for financial assistance and to administer the amounts received from the Ohio Department of Development; and

WHEREAS, the City of Huron must direct and authorize the City Manager, Matthew Lasko, to act as the Authorized Representative for the application and Project, if awarded; and

WHEREAS, the City was subsequently notified that it has been awarded funds in the amount of Five Million and xx/100 Dollars (\$5,000,000.00) for the Huron Elevated Water Storage Tank Project; and

WHEREAS, the City and the Ohio Department of Development entered into a Water and Wastewater Infrastructure Program Grant Agreement (the "Grant Agreement") dated January 1, 2023; and

WHEREAS, the City and the Ohio Department of Development desire to amend the Grant Agreement to extend the Expiration Date from December 31, 2024 to June 30, 2025; and

WHEREAS, Resolution No. 56-2021, adopted on August 24, 2021, must be amended to reflect the new expiration date of June 30, 2025 and to authorize acceptance of the grant funds awarded in an amount not to exceed Five Million and xx/100 Dollars (\$5,000,000.00).

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

SECTION 1: That the City Manager be, and he hereby is, authorized to apply to the Ohio Department of Development Water and Wastewater Infrastructure Grant Program for funds as described above.

SECTION 2: That the City Manager is further authorized to accept the funding award from the Department of Development Water and Wastewater Infrastructure Grant Program pursuant to the application authorized by Resolution No. 56-2021 adopted on August 24, 2021 in an amount not to exceed Five Million and xx/100 Dollars (\$5,000,000.00), to enter into a Water and Wastewater Infrastructure Program Grant Agreement between the Ohio Department of Development and the City of Huron dated January 1, 2023, a copy of which is attached hereto as Exhibit "A" and made a part hereof, and ratifying the City Manager's execution of the First Amendment to Water and Wastewater Infrastructure Program Grant Agreement dated December 30, 2024, as set forth in Exhibit "B" attached hereto and made a part hereof.

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

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

Monty Tapp, Mayor

ATTEST: _____

Clerk of Council

ADOPTED: _____

**FIRST AMENDMENT
TO
WATER AND WASTEWATER INFRASTRUCTURE PROGRAM
GRANT AGREEMENT**

This First Amendment to Grant Agreement (this "Amendment") is made and entered into, effective as of the latest date of signature below (the "Effective Date"), by and between the **State of Ohio, Department of Development ("Grantor")**; and **Huron, City of ("Grantee")**. This Amendment shall have a Control Number of DEV--2021 - 181177 .

RECITALS

WHEREAS, Grantor and Grantee entered into that certain Grant Agreement, dated effective as January 1, 2023 with a Control Number DEV--2021 - 181177 (the "**Original Agreement**");

WHEREAS, the parties wish to amend the Original Agreement in order to extend the Term of the Original Agreement;

NOW, THEREFORE, in consideration of mutual benefits and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be bound, hereby agree as follows:

1. The Expiration Date within the table on the first page of the Original Agreement is hereby deleted in its entirety and replaced with the following:

June 30, 2025

2. The Expiration Date within the first paragraph of the first page of the Original Agreement is hereby deleted in its entirety and replaced with the following:

June 30, 2025.

3. This Amendment will become a part of the Original Agreement on the Effective Date. All other terms and conditions in the Original Agreement remain in full force and effect and are binding on the parties. This Amendment and the Original Agreement set forth the entire understanding between the parties as to the subject matters herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have duly executed this Amendment as of the dates set forth below.

GRANTEE:

Huron, City of

By: 

Printed Name: Matt Lakso

Title: CITY MANAGER


Date: 12-4-24

GRANTOR:

State of Ohio

Department of Development

Lydia L. Mihalik, Director

By:  E-SIGNED by Patrick Smith
on 2024-12-30 15:05:18 EST

Printed Name: Patrick Smith

Title: _____

Date: 2024-12-30 15:05:18 UTC



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Amended Resolution No. 90-2024 (*submitted by Stuart Hamilton*)
DATE: January 14, 2025

Subject Matter/Background

Council previously adopted Resolution No. 90-2024 on November 26, 2024 authorizing an application to the Ohio Department of Transportation Pedestrian & Bicycle Special Solicitation Grant Opportunity for funding assistance relating to the Lake Erie Parkway Multi-Use Path Project in the amount of \$400,000.00, as well as acceptance of the award, should the application be successful. Subsequent to adoption of that resolution, it was determined that Resolution No. 90-2024 erroneously listed the application amount to be \$400,000.00, while the actual application amount was in the amount of \$533,000.00. The discrepancy relates to listing only the construction costs of \$400,000.00, while the application included a request for funds for design, right-of-way, surveying, construction inspections, etc., bringing the total amount requested to \$533,000.00, resulting in this request for amendment of the original Resolution. This Amended Resolution seeks to correct the error in the amount requested, as well as acceptance, should the application be accepted.

Financial Review

There is no financial impact relating to 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 Amended Resolution No. 90-2024 on its first reading is in order.

[Resolution No. 90-2024 \(AMENDED\) ODOT Pedestrian Bicycle Grant LE Parkway \(1\).docx](#)

AMENDED
RESOLUTION NO. 90-2024
Introduced by Matt Grieves

AN AMENDED RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF TRANSPORTATION ("ODOT") PEDESTRIAN & BICYCLE SPECIAL SOLICITATION GRANT OPPORTUNITY FOR FUNDING ASSISTANCE RELATING TO THE LAKE ERIE PARKWAY MULTI-USE PATH PROJECT, WHICH WILL CONNECT THE LAKE ERIE ELECTRIC PATH TO THE RYE BEACH ROAD PATH TO BE CONSTRUCTED AS PART OF THE US 6 CONNECTIVITY CORRIDOR PROJECT IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THIRTY-THREE THOUSAND AND XX/100 DOLLARS (\$533,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THIRTY-THREE THOUSAND AND XX/100 DOLLARS (\$533,000.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, Council previously adopted Resolution No. 90-2024 on November 26, 2024 authorizing an application to the Ohio Department of Transportation Pedestrian & Bicycle Special Solicitation Grant Opportunity for funding assistance relating to the Lake Erie Parkway Multi-Use Path Project in the amount of \$400,000.00, as well as acceptance of the award, should the application be successful; and

WHEREAS, Resolution No. 90-2024 erroneously listed the application amount to be Four Hundred Thousand Dollars (\$400,000.00), when the actual application amount was in the amount of Five Hundred Thirty-Three Thousand Dollars (\$533,000.00). The discrepancy relates to listing only the construction costs of Four Hundred Thousand Dollars (\$400,000.00), while the application included a request for funds for design, right-of-way, surveying, construction inspections, etc., bringing the total amount requested to Five Hundred Thirty-Three Thousand Dollars (\$533,000.00), and resulting in this request for amendment of the original Resolution; and

WHEREAS, the Ohio Department of Transportation ("ODOT") has made funding available to county, township and local governments for projects that make walking and biking a safe, convenient, and accessible option for Ohioans.

WHEREAS, The City of Huron desires to utilize this funding opportunity through the ODOT Pedestrian & Bicycle Special Solicitation to obtain potential funding to be used for construction expenses relating to the Lake Erie Parkway Multi-Use Path Project (the "Project"); and

WHEREAS, the City meets basic eligibility requirements for funding, as the Project meets the guidelines of the program; and

WHEREAS, the City of Huron has the authority to apply for financial assistance and to administer the amounts received from the Ohio Department of Natural Resources – Pedestrian & Bicycle Special Solicitation grant opportunity; and

WHEREAS, the City of Huron must direct and authorize the City Manager, Matthew Lasko, to act as the Authorized Representative for the application and Project, if awarded.

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

SECTION 1. That the Council of the City of Huron hereby authorizes submission of a grant application to the Ohio Department of Transportation – Pedestrian & Bicycle Special Solicitation to become eligible for funding assistance relating to the Lake Erie Parkway Multi-Use Path Project in an amount not to exceed Five Hundred Thirty-Three Thousand and xx/100 Dollars (\$533,000.00).

SECTION 2. If grant funds are awarded, the City Manager is further authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Ohio Department of Transportation for a Pedestrian & Bicycle Special Solicitation grant in an amount not to exceed Five Hundred Thirty-Three Thousand and xx/100 Dollars (\$533,000.00), which agreement shall be on file in the office of Clerk of Council.

SECTION 3. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of 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 Resolution shall go into effect and be in full force and effect immediately upon its passage.

Monty Tapp, Mayor

ATTEST: _____
Council Clerk

ADOPTED: _____