



The City of Huron, Ohio
417 Main St.
Huron, OH 44839
www.cityofhuron.org
Office (419) 433-5000
Fax (419) 433-5120

Agenda for the regular session of City Council
May 8, 2018 at 6:30p.m.

- 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**

N/A
- IV. **Audience Comments**

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

Resolution 2018-41	A resolution authorizing an employment service agreement with Michael D. Kaufman pertaining to Prosecuting Attorney Services.
Resolution 2018-42	A resolution authorizing the request from the Huron Chamber of Commerce for the placement of signage in the median promoting the Lake Front Market Event.
Resolution 2018-43	A resolution authorizing an agreement with Huron River Fest Inc. relative to the 2018 Huron River Fest event.
Resolution 2018-44	A resolution authorizing an agreement with the Huron Rotary Club relative to the 2018 Huron Rotary Festival.
Resolution 2018-45	A resolution authorizing an agreement with the City of Sandusky pertaining to Fire Department vehicle maintenance.
Resolution 2018-46	A resolution authorizing the request from the Huron Public Library for the placement of signage in the median promoting their upcoming book sale.
- VI. **City Manager's Discussion**
- VII. **Mayor's Discussion**
- VIII. **For the Good of the Order**
- IX. **Executive Session**
- X. **Adjournment**



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2018-41
DATE: May 2, 2018

Subject Matter/Background

Resolution 2018-41 authorizes an employment services agreement with Michael D. Kaufman for Assistant Prosecuting Attorney services in the Huron Municipal Court. The addition of an Assistant Prosecuting Attorney was identified in the Council Goals/Objective work session in November and endorsed as part of the 2018 adopted Municipal Budget. The addition of an assistant prosecuting attorney is part of an overall restructure intended to maximize the amount of productivity from the Administrative offices of the city.

Michael Kaufman became a licensed practicing attorney in the State of Ohio in May, 1998. In addition to his private practice, Michael serves as the Prosecuting Attorney for the Village of Kelleys Island and the Village Solicitor for the Village of Bay View. Additionally, Michael previously served as Assistant Prosecutor for Sandusky Municipal Court for nine years.

The Employment Agreement is for a term of 12 months and is subject to automatic renewal. The Agreement provides that the City will withdraw federal, state, and local tax withholdings as well as state required pension contributions. The Agreement does not provide for any additional roll-ups traditionally associated with a city employee such as medical, dental and life insurance, or paid time off (sick, vacation, and personal), or overtime.

Financial Review

The 2018 adopted budget included a \$25,000.00 projected expense for the provision of an Assistant Prosecuting Attorney. It is anticipated that the total 2018 exposure will be 67% of the budgeted total.

Legal Review

The addition of an Assistant Prosecuting Attorney to assist with the cases in Huron Municipal Court will provide additional availability of the Law Director to address other city matters. A contractual services agreement provides the most flexibility by allowing the City to terminate the relationship, or choose not to renew the agreement at the end of the twelve month term. The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If Council is in support of the request, a motion to adopt Resolution No. 2018-41 is in order.

RESOLUTION NO. 2018-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HURON, OHIO APPROVING THE PROSECUTING ATTORNEY SERVICES CONTRACT WITH MICHAEL D. KAUFMAN FOR A PERIOD OF ONE YEAR.

WHEREAS, Michael D. Kaufman has experience as a prosecuting attorney for other cities and has agreed to be the prosecuting attorney for the City of Huron in all cases wherein he does not have a conflict; and,

WHEREAS, such representation and obligations are set out in the Contract attached hereto as Exhibit "A"; and,

WHEREAS, Michael D. Kaufman is a member in good standing of the Ohio State Bar Association and has experience in criminal law; and ,

WHEREAS, it is necessary to have a prosecuting attorney available so that he can represent the City in criminal cases; and,

WHEREAS, the City and Mr. Kaufman will enter into an agreement regarding a one year contract to ensure continual representation for the City; and,

WHEREAS, the City Council of the City of Huron finds that it is in the best interest of the City and the residents of the City to enter into an agreement with Michael D. Kaufman for prosecuting attorney services for one year in the Huron Municipal Court, now therefore,

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

SECTION 1. The Huron City Council authorizes the City Manager to execute the Contract for Prosecuting Attorney Services between Michael D. Kaufman and the City of Huron, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into by and between the City of Huron, Ohio, a Charter Municipality located at 417 Main Street, Huron, Ohio (hereinafter referred to as "City") and Michael D. Kaufman of Kaufman, Kaufman & Associate's Co. LPA located at 422 East Monroe Street, Sandusky, Ohio (hereinafter referred to as "Attorney") for the provision of legal services as Assistant Prosecuting Attorney for the City of Huron.

SECTION 1. SCOPE OF WORK

1.1 Attorney shall serve at the pleasure of the City under the direction of the Law Director/Prosecuting Attorney and City Manager. Attorney shall represent the City as Assistant Prosecuting Attorney in all proceedings before the Huron Municipal Court, including jury trials, bench trials, pre-trial hearings, arraignments, show cause hearings, and other hearings as required by the Huron Municipal Court. The duties of the Assistant Prosecuting Attorney shall include the review and signing of citations and complaints as required; review of police incident reports and supporting documents for charging determination; appearance at hearings and trials; telephone conversations; meetings with officers, victims, opposing counsel and witnesses as necessary; and prepare all documents necessary in the pursuit of prosecution of all criminal and traffic cases before the Huron Municipal Court.

1.2 Attorney shall be at all times during the life of this Agreement a licensed practicing attorney in good standing with the Ohio Supreme Court.

SECTION 2. TERM

2.1 This Agreement shall be effective upon execution by all parties. The term shall remain extend for twelve months at which time it shall automatically renew for successive twelve month periods. Renewal of this Agreement shall include all of the terms and conditions stated herein unless written notice is provided by a party to the Agreement of an intent to terminate the Agreement or renegotiate the Agreement's terms within sixty [60] days prior to the expiration of the original three year term.

2.2 Either party may terminate this Agreement during the original or renewal period upon effectuating thirty days written notice to the other party of their intent to terminate.

2.3 Early termination of this Agreement shall relieve the City of any obligation to provide compensation in excess of days and hours actually worked. Upon properly served notice of early termination, the City shall compensate Attorney for all compensation due upon the effective date of termination.

SECTION 3. COMPENSATION

3.1 The annual salary for this position shall be established at \$25,000.00 and shall be payable in bi-weekly installments.

3.2 Compensation provided pursuant to the terms herein shall be subject to all federal, state, and local tax withholdings.

3.3 Compensation provided pursuant to the terms herein shall be subject to all statutorily required pension obligations. The City shall reduce Attorney's gross compensation which is subject to and qualifies as compensation subject to contributions to the Ohio Public Employee's Retirement System by the statutory member amount and shall contribute to the Ohio Public Employee's Retirement System that amount which is statutorily required as employer contribution.

3.4 The City shall, in reporting and making remittances to the Ohio Public Employees Retirement System, report that Attorney's contribution has been made as provided by statute.

SECTION 4. HOURS OF WORK

4.1 Attorney shall be available for all periods when Huron Municipal Court is in session. In the event that Attorney is unavailable, prior notice shall be given to allow for sufficient coverage to be established. Attorney understands and agrees due to the nature of this appointment, Attorney will be available twenty-four hours a day, seven days a week in emergency circumstances or necessary consultation with law enforcement personnel.

4.2 Attorney understands and agrees that this appointment is not subject to overtime compensation.

SECTION 5. HEALTH, DISABILITY, AND LIFE INSURANCE BENEFITS

5.1 Attorney understands and agrees that this appointment is not subject to receipt of health, disability, and life insurance benefits.

5.2 The Parties agree that this Agreement shall supersede any obligation of the City to provide health, disability, and life insurance benefits.

SECTION 6. VACATION, SICK, HOLIDAYS AND PERSONAL LEAVE BENEFITS

6.1 Attorney understands and agrees that this appointment is not subject to receipt of vacation, sick, holidays and personal leave benefits.

SECTION 7. OTHER TERMS AND CONDITIONS

7.1 The City, upon agreement with the Attorney, may fix such other terms and conditions of appointment as Assistant Prosecuting Attorney, as it may determine from time to time, that are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, Codified ordinances or other applicable law.

7.2 All notices pursuant to this Agreement, shall be sent by simultaneous U.S. Certified mail, return receipt required and U.S. Regular Mail to the following:

City of Huron
Attn: City Manager
417 Main St.
Huron OH 44839

Michael D. Kaufman, Esq.
Kaufman, Kaufman & Associates
422 East Monroe Street
Sandusky, Ohio 44870

7.3 This Agreement sets forth the entire agreement between the Parties and shall be interpreted in accordance with the laws of the State of Ohio.

7.4 The Parties, by mutual written agreement, may amend this Agreement during its life. Such amendments shall be incorporated as an exhibit and approved by the City and Attorney.

7.5 This Agreement shall be binding on Attorney, his heirs, executors, personal representatives and agents, and on the city and the successors to the Council members.

7.6 The invalidity or partial invalidity of any portion of the Agreement shall not affect any other provision. In the event that any provision or partial provision is held to be invalid by a court of competent jurisdiction, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement of judicial modifications of the invalid provision or partial provision.

For the City

For the Attorney

Andrew D. White, City Manager

Michael D. Kaufman

Date

Date

Approved as to Form:

Laura E. Alkire
Law Director



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2018-42
DATE: May 1, 2018

Subject Matter/Background

This resolution authorizes the request of the Huron Chamber of Commerce to display advertising signage in the median area to promote their Lake Front Market event. If approved, signage will be displayed from May 9 through June 9, 2018.

Exhibit "A" of the resolution details the signage request submitted by the Huron Chamber of Commerce.

Financial Review

N/A

Legal Review

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

Recommendation

If Council is in support of the request, a motion to adopt Resolution No. 2018-42 is in order.

RESOLUTION NO. 2018-42

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF HURON, OHIO, TO SUPPORT THE REQUEST OF THE HURON CHAMBER OF COMMERCE FOR THE PLACEMENT OF EVENT SIGNAGE IN THE MEDIAN AREA PROMOTING THEIR LAKE FRONT MARKET EVENT

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

SECTION 1: The City Manager is authorized on behalf of the City of Huron, Ohio to support the request of the Huron Chamber of Commerce to place advertising signage in support of their Lake Front Market Event in the median area from May 9, 2018 through June 9, 2018, said request 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.

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

HURON

CHAMBER &
COMMERCE

April 23, 2018

Mr. Andy White, Huron City Manager
Huron City Council
Huron City Building
417 Main St.
Huron, OH 44839

Dear Mr. White and Council Members,

This is to serve as a request to erect a small banner to advertise for our upcoming Lake Front Market. We would like permission to place the banner in the eastern end of the median where it intersects with Center Street, from May 7 – June 9, 2018. The banner will meet size requirements and placed very low to the ground, so as to not impede views for drivers approaching the intersection.

Please let me know if you have any questions. Thank you in advance for your time and consideration.

Sincerely,

Amy Roldan

Executive Director

406 Main Street, Huron, OH 44839

(419) 433-5700

Chamber@huron.net





TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2018-43
DATE: April 26, 2018

Subject Matter/Background

This resolution authorizes an agreement with the Huron River Fest Inc. to use City property for the Huron River Fest Festival on July 13, 14 & 15, 2018 to be held at the Huron Boat Basin & Amphitheater.

As submitted by Parks & Recreation Operations Manager Doug Steinwart within a legislative request to Administration:

The River Fest Committee is requesting to close a portion of Main St. from Thursday July 12th at 2 PM to Monday July 16th 8:00 AM. Since 2011, the administration and the police department have focused on and continued to decrease the financial burden on the River Fest Committee. As in past agreements, the Huron River Fest Inc. will only be charged for security by the City until 12:00 AM midnight on both Fri. and Sat. nights of the Festival. Security coverage will remain in the area until after midnight, however, the city has agreed to absorb that expense. It is anticipated that the police department will be able to absorb that cost with savings realized from existing budgets. If that is not a possibility, the administration will present an appropriation for those costs in future legislation. Additionally, the River Fest committee had requested that the contract require the parking lot detail to be staffed with part time personnel. While the police department will attempt to fill the position with part time personnel, we cannot guarantee that there will be sufficient part time personnel to fill the position. The position will be posted as an additional detail per collective bargaining requirements.

A three day special event facility usage charge of \$1,500 will be charged to the Huron River Fest Inc. and will be allocated to account number 210-3800-41536 under Facility Rental. This amount was anticipated and budgeted in Account 210-3800-41536

Financial Review

Anticipated revenue relative to the facility usage charge was included in the 2018 adopted budget. No adjustment to the police department budget is requested at this time; however, an amendment to wages/overtime may be required later in the year depending on activity throughout the year.

Legal Review

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

Recommendation

If Council is in support of the request, a motion to adopt Resolution No. 2018-43 is in order.

RESOLUTION NO. 2018-43

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH HURON RIVER FEST, INC. TO HOLD THE 27th ANNUAL RIVER FEST EVENT IN THE CITY OF HURON, OHIO DURING THE PERIOD OF JULY 13, 2018 THROUGH JULY 15, 2018

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

SECTION 1. The City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with Huron River Fest, Inc. to use City property and/or services in conjunction with the 27th Annual River Fest and River Fest 5K event on July 13, 14 and 15, 2018 said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of 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. This Resolution shall be in full force and effect from and immediately following its adoption.

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

**AGREEMENT BETWEEN THE
CITY OF HURON AND THE HURON RIVER FEST, INC.**

This Agreement is made between the **CITY OF HURON, OHIO** [City], and **HURON RIVER FEST, INC.** [Licensee] for the purpose of holding the 27th Annual River Fest on July 13, 2018 through July 15, 2018.

WHEREAS, the River Fest is held on property owned by the City, and, therefore, it is necessary for the City to grant Licensee a license to use said property and;

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City hereby grants a license to Licensee to use the city owned property set forth and described on "Exhibit A", for the site of the 2018 River Fest from July 13 through July 15, 2018 for a rental fee of \$1,500. Such site defined on Exhibit A shall exclude any other city owned property including but not limited to the area known as the Huron Boat Basin and its facilities not so designated.

A. The City shall have the option to terminate or modify this license in the event that the property being licensed to the Licensee becomes unavailable by reason of the construction of public improvements on said property by City. The decision as to whether or not the property is unavailable shall be decided by the Huron City Council at a regular or special meeting, notice of which shall be given to the Licensee at least seven (7) days prior to the date of such meeting.

B. The City shall also notify Licensee as soon as it can reasonably be done, of any impending public works construction that might adversely affect the use of the property by the Licensee. The City does not intend to commence any improvement which may interfere with the festival area prior to the 2018 event.

C. Licensee will furnish, at its expense, all necessary police, fire and other security services as determined necessary by the City, including traffic control and regulation and concentrated foot patrol to protect persons and property in the event area. Such law enforcement support shall be substantially similar to the estimate provided by the Chief of Police as set forth in Exhibit C. Licensee acknowledges and accepts that circumstances may occur which demand

EXHIBIT "A"

law enforcement support in addition to that noted in Exhibit C. In an effort to minimize the cost to Licensee, the City agrees to utilize mutual aid from area law enforcement agencies.

D. Licensee will contact and arrange with both Ohio Edison and City of Huron Water Department to have the meter(s) set up in the Corporation's name in order to have billing for electricity and water used by vendors and Licensee.

E. The City will render a detailed cost statement, for all services provided, other than as set forth herein, on or before August 15, 2018 and said amount shall be paid to City no later than September 12, 2018. Items which shall be provided and billed when and where required include, but are not limited to:

1. The cost of water and materials (i.e., gravel, stone, etc.)
2. The cost of city personnel to install and remove signs
3. The City agrees to waive the cost of all other permits and fees.
4. The cost of safety forces

F. The city grants permission for Licensee to erect signs in the downtown area and selected entrances to the City provided all such signs conform to all City ordinances and sign regulations and are duly approved by the City Council. A drawing showing types and locations of signs will be presented to the Building official in a timely manner.

G. The City agrees to permit Licensee to use the permanent stage and amphitheater at the Boat Basin.

H. The City agrees to close Main Street from First Merit Bank north to South Street from 2:00 p.m. Thursday, July 12, 2018 to 8:00 a.m. Monday, July 16, 2018. (Exhibit E)

I. The City approves the sale of beer during the River Fest as follows: Friday, July 13, between the hours of 6:00 p.m. to 10:30 p.m.; and Saturday, July 14, between the hours of 11:00 a.m. to 10:30 p.m. All sales of beer shall be confined to the designated area. Beer shall be in plastic or paper cups or cans; no bottles permitted. Consumption of beer shall be permitted in fenced in areas only and as noted on "Exhibit A". Licensee agrees to comply with all rules and

EXHIBIT "A"

regulations of the Ohio Department of Liquor control as required by the regulations governing Licensee's Alcohol Permit identified in Exhibit D.

J. The Licensee agrees, at its own expense and unless otherwise specified, to have the entire event area cleaned up, including removal of all equipment, trash, ice machines and other items place on Main Street by 8:00 a.m. on July 16, 2018 with Main Street re-opened at that time. All remaining grounds around the Boat Basin area will be cleared of equipment, trash, etc. by 8:00 a.m. on July 16, 2018. This provision may be modified due to weather conditions.

K. The Licensee shall hold the city harmless from any and all claims for damages (including areas in which new trees, plants, shrubs and lawn have been planted), actions or causes of actions arising from the operation of the event or claimed to have arisen from the operation of the event, such indemnification to include all costs of defense, including reasonable attorneys and expert witness fees. Licensee shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; Fifty Thousand Dollars (\$50,000.00) Property Damage, which policies shall name the City as an insured and shall attach a copy as Exhibit B to be provided to the City and attached at least 30 days prior to the date of the River Fest. Licensee shall require any vendor that sells beer to secure liquor liability coverage, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; Fifty Thousand Dollars (\$50,000.00) Property Damage, which policy shall name the City as an insured and shall attach a copy as Exhibit B to be provided to the City and attached at least 30 days prior to the date of the River Fest.

L. Licensee shall furnish City with evidence that the required insurance has been obtained prior to the opening of the event.

M. Licensee agrees to have the event area cleared and maintained in orderly fashion daily.

N. Licensee further agrees as follows:

1. Event activity shall not extend past the east right-of way of Williams Street at Cleveland Road West and shall be scheduled within the hours: **Friday, July 13, 2018, 5:00 p.m. to 11:00 p.m.; Saturday, July 14, 11:00 a.m. to 11:00 p.m.; and Sunday, July 15, 11:00 a.m. to 6:00 p.m.;**

EXHIBIT "A"

2. All vendors shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; Fifty Thousand Dollars (\$50,000.00) Property Damage, which policies shall name the City as an insured and shall be provided to Licensee prior to opening;
3. Signs to be posted restricting beer in plastic cups, paper cups or cans only to the fenced areas as noted in "Exhibit A";
4. Concession booths shall not be permitted to open without first obtaining an approved electrical inspection;
5. Event Grounds shall shut down by 11:30 p.m.;
6. Food sales shall cease by 11:00 p.m.;
7. Licensee agrees to incorporate the operating restrictions set forth herein in all contracts with affected vendors;
8. Licensee agrees to limit entertainment to the permanent stage at the Amphitheater;
9. Licensee agrees to limit beer sales to two booths within each fenced area;
10. Licensee agrees to have all water connections checked for compliance with the State of Ohio Code.
11. Licensee agrees to obtain a parade permit from the City for the purpose of holding the River Fest Parade.
12. Licensee agrees to protect parking lot at the Boat Basin and further agrees not to make any holes in parking lot surface for any reason.

O. Licensee hereby agrees to conduct said event in accordance with the terms and conditions set forth and approved by the council of the City of Huron.

IN WITNESS WHEREOF, all parties have set their hands to duplicate copies on this _____ day of 2018.

**On behalf of the
CITY OF HURON, OHIO**

**On behalf of the
HURON RIVER FEST INC.**

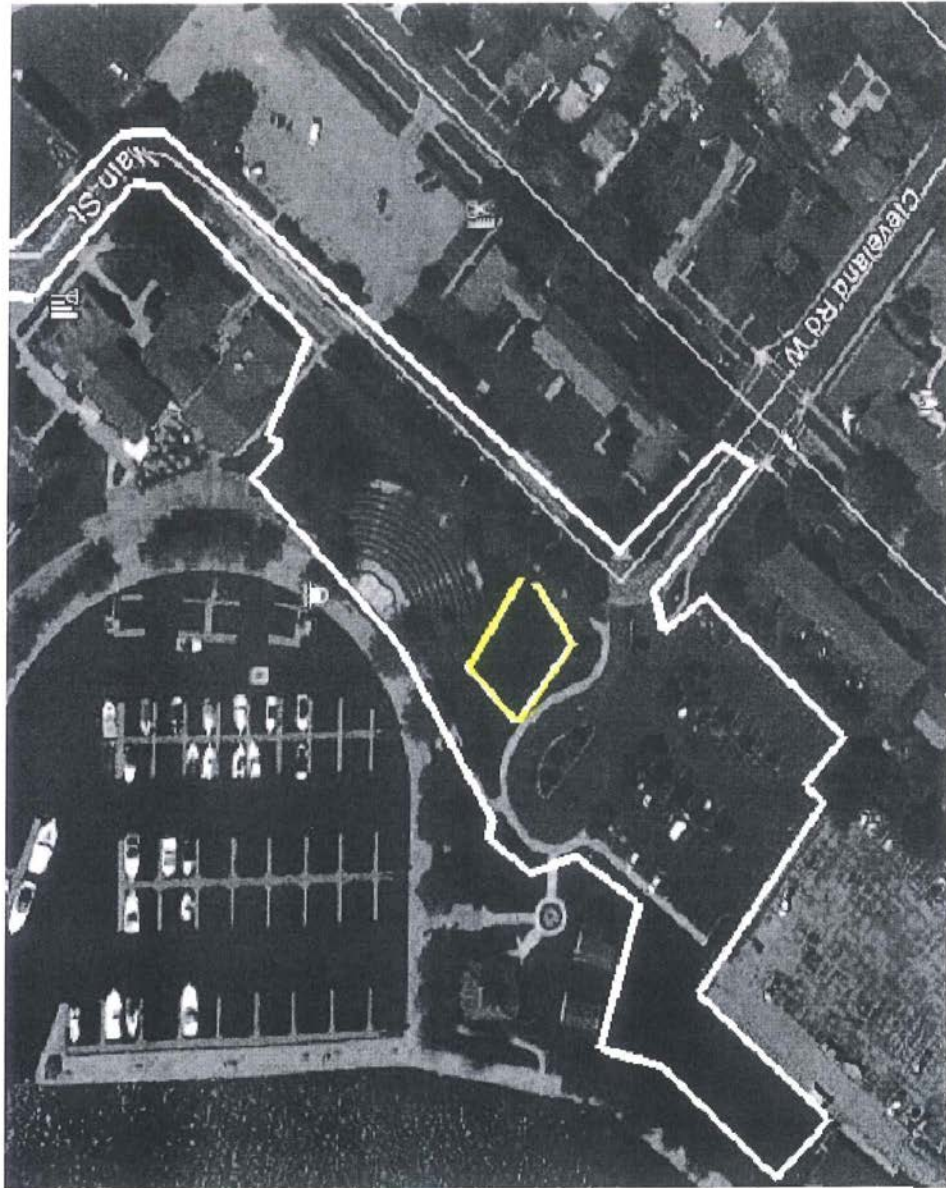
Andrew D. White, City Manager

Chairperson

Approved to as to form:

Laura E. Alkire, Law Director

EXHIBIT A - DESCRIPTION OF CITY PROPERTY



Beer Tent

EXHIBIT B - INSURANCE CERTIFICATES

EXHIBIT C - QUOTE FOR SAFETY SERVICES

2018 HURON RIVERFEST

FRIDAY JULY 13:

Parking Detail:

0800 – 1200: (1) officer

1200 – 1600: (1) officer

Festival Grounds:

2000 – 0000: (6) officers

SATURDAY JULY 14:

Festival Grounds:

0000 – 0800: (1) Part-Time Officer

2000 – 0000: (6) officers

SUNDAY JULY 15:

Festival Grounds:

0000 – 0800: (1) Part-Time Officer

TOTALS:

POTENTIAL FULL TIME HOURS (Festival paid) = 56

Average full-time overtime rate = \$54.70

Total potential cost:

(Assuming all positions are filled by full time officers) = \$3,063.20

EXHIBIT D - LIQUOR PERMIT

EXHIBIT E – MAP OF STREET CLOSURE



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2018-44
DATE: April 26, 2018

Subject Matter/Background

This resolution authorizes the annual agreement between the City and the Huron Rotary Club relating to the Huron Rotary Festival and Art Festival.

As submitted by Parks & Recreation Operations Manager Doug Steinwart within a legislative request to Administration:

The Huron Rotary Club is requesting the use of City property for the Huron Rotary Festival that includes the 17th Annual Rotary Festival on August 10, 11 & 12 2018 and the 42th Annual Rotary Fine Arts Festival on Aug 10, 11, and 12, 2018 to be held at the Huron Boat Basin & Amphitheater. The Rotary Club is requesting the close a portion of Main St. as in previous years from Fri. Aug. 10th at noon to Sunday Aug. 12th at noon.

A 3 day special event facility usage charge of \$1,500 will be charged to the Huron Rotary Club and will be allocated to account number 210-3800-41536 under Facility Rental. This amount was anticipated and budgeted for in Account 210-3800-41536.

Financial Review

Anticipated revenue relative to the facility usage charge was included in the 2018 adopted budget.

Legal Review

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

Recommendation

If Council is in support of the request, a motion to adopt Resolution No. 2018-44 is in order.

RESOLUTION NO. 2018-44

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE HURON ROTARY CLUB TO HOLD THE HURON ROTARY FINE ART & FOOD FESTIVAL IN THE CITY OF HURON, OHIO DURING THE PERIOD OF AUGUST 10, 2018 THROUGH AUGUST 12, 2018

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

SECTION 1: The City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Huron Rotary Club to use City property at the Boat Basin in conjunction with the Annual Rotary Fine Art & Food Festival on August 10, 11 and 12, 2018, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

AGREEMENT

This Agreement is made between the **CITY OF HURON, OHIO** [City] and the **HURON ROTARY CLUB [Licensee]** for the purpose of holding **Annual Rotary Fine Art & Food Festival** on August 10, 11 and 12, 2018.

WHEREAS, the Rotary Fine Art & Food Festival are held on property owned by the City and, therefore, it is necessary for the City to grant the Huron Rotary Club a license to use said property and;

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The City hereby grants a license to Licensee to use the Amphitheater at the Boat Basin and the grassy area north of the picnic shelters from Friday, August 10, 2018 4:00 p.m. to 11:00 p.m.; Saturday, August 11, 2018 11:00 a.m. to 11:00 p.m. and Sunday, August 12, 2018 11:00 a.m. to 4:00 p.m. for the purpose of conducting the Annual Fine Art & Food Festival for a rental fee of \$1,500 as described on Exhibit 1 and incorporated by reference.
- B. The City also grants permission to Lessee to close a portion of Main Street from First Merit Bank north to the entrance to the Boat Basin parking lot from 12:00PM Friday August 10, 2018 to noon on Sunday August 12, 2018.
- C. The City hereby grants the placement of three (3) 10 x 8 latex banners for advertising signage to be erected in the following areas: median area of U. S. Route 6/Center Street, S.R. 13/Riverside Drive, and Cleveland Road E/By the Shores Drive commencing on July 27, 2018 and removed on August 13, 2018.

- D. Licensee agrees to adhere to the Festival Regulations pursuant to the Ohio Fire Code as referenced in Exhibit 4.
- E. The City shall have the option to terminate or modify this license in the event that the property being licensed to the Licensee becomes unavailable which determination shall be decided by the Huron City Council at a regular or special meeting, notice of which shall be given to the Licensee at least seven (7) days prior to the date of the meeting.
- F. The City shall also notify the Licensee as soon as it can reasonably be done, of any impending public works construction that might adversely affect the use of the property by the Licensee.
- G. Licensee agrees, at its own expense to have the entire event area cleaned up, including removal of all equipment, trash, and other items placed in the site by 8:00 p.m. on Sunday, August 12, 2018. This provision may be modified due to weather conditions.
- H. City will render a detailed cost statement, for all services provided, other than as set forth herein, on or before August 20, 2018 and said amount shall be paid to City no later than August 31, 2018. Items which shall be provided and billed when and where required include, but are not limited to:
1. The cost of water and materials (i.e. gravel, stone, etc.)
 2. The cost of City personnel to install and remove signs.
 3. The City agrees to waive the cost of all other permits and fees.
- I. Licensee shall hold the City harmless from any and all claims for damages (including the areas in which new trees and lawn have been planted), actions or causes of actions arising from or claimed to arise from the operation of the events, which indemnification shall

include all costs of defense including attorney's fees and expert witness fees. Licensee shall secure liability insurance, including liquor liability coverage, in the amount of One million Dollars (\$1,000,000) Bodily Injury/Wrongful Death; Fifty thousand Dollars (\$50,000) property damage, which policies shall name City as an additional insured, a copy of which is herein attached and incorporated by reference as Exhibit 2.

J. Licensee further agrees as follows:

1. Event activity and shall be scheduled within the hours: Friday: August 10, 4:00 p.m. to 11:00 p.m.; Saturday: August 11, 11:00 a.m. to 11:00 p.m.; and Sunday: August 12, 10:00 a.m. to 6:00 p.m.
2. Signs to be posted restricting beer/Wine in plastic or paper cups only to the fenced areas as noted in "Exhibit 3".
3. Concession booths shall not be permitted to open without first obtaining an approved electrical inspection.
4. Event grounds shall shut down by 11:00 p.m.
5. Food sales shall cease by 10:30 p.m.
6. Licensee agrees to incorporate the operating restrictions set forth herein in all contracts with affected vendors.
7. Licensee agrees to limit beer/Wine sales to two booths within the fenced area.
8. Licensee agrees to have all water connections checked for compliance with the State of Ohio Code.
9. Licensee agrees to protect parking lot at the Boat Basin and further agrees not to make any holes in parking lot surface for any reason.
10. Licensee shall furnish City with evidence that the required insurance has been obtained prior to the opening of the event.
11. Licensee hereby agrees to conduct said event in accordance with the terms and conditions set forth and approved by the Council of the City of Huron and all rules and regulations of other state or local agencies applicable to these events.
12. This agreement contains the entire agreement between the Parties and supersedes any oral or prior written understandings, representations or agreements between the Parties. This agreement shall be interpreted in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, all parties have set their hands to duplicate copies of this Agreement on this _____ day of _____, 2018.

CITY OF HURON, OHIO

Andrew D. White, City Manager

LICENSEE NAME: HURON ROTARY CLUB

President

Print Name

APPROVED AS TO FORM:

Laura E. Alkire, Law Director

EXHIBIT 1
DESCRIPTION OF LEASED PROPERTY

EXHIBIT 2
LIABILITY INSURANCE POLICY

EXHIBIT 3
SIGNS FOR BEER CONSUMPTION IN CERTAIN AREAS

EXHIBIT 4
FESTIVAL REGULATIONS- OHIO FIRE CODE



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2018-45
DATE: May 2, 2018

Subject Matter/Background

Resolution 2018-45 authorizes a renewal agreement with the City of Sandusky for maintenance on Huron Fire Department vehicles. The City began a cooperative relationship with the City of Sandusky relating to the fleet maintenance in 2010. The regionalized approach to the maintenance of the fire department vehicles has proven to be effective in the containment of maintenance costs while preserving the convenience of having certified technicians readily available to address the department needs. Additionally, the Huron Fire Department will routinely utilize a spare rescue squad from the Sandusky Fire Department when one of its vehicles is in for maintenance.

The City of Sandusky staffs a maintenance garage with experienced technicians who are accustomed to working on vehicles similar to the fire department vehicles. Additionally, the garage routinely stocks standard parts that shorten the time that our vehicles are out of service. The proposed agreement increases the hourly rate for service has increased from \$64.00 to \$75.00 and represents the first increase in hourly rate since 2012. The estimated maximum number of hours required for service is 180 hours.

Financial Review

The 2018 adopted budget included a \$25,000.00 projected expense for vehicle maintenance and parts. At this time it is expected that the adopted budget will be sufficient to meet the needs of the department.

Legal Review

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

Recommendation

If Council is in support of the request, a motion to adopt Resolution No. 2018-45 is in order.

RESOLUTION NO. 2018-45

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER, ON BEHALF OF THE CITY OF HURON TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SANDUSKY, OHIO FOR THE ROUTINE MAINTENANCE AND SERVICE OF HURON FIRE DEPARTMENT VEHICLES FOR A TOTAL NUMBER OF ONE HUNDRED EIGHTY HOURS WITHIN THE CONTRACT TERM OF JANUARY 1, 2018 THROUGH DECEMBER 31, 2018 IN THE AMOUNT OF SEVENTY FIVE DOLLARS [\$75.00] PER HOUR

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

WHEREAS, the City of Sandusky and the City of Huron recognize the need for cooperation between governmental entities to continue to provide the level of services the citizens expect; and

WHEREAS, the Parties acknowledge that in the spirit of intergovernmental cooperation and the encouragement of a regional approach to provide certain services when the means for such cooperative effort are available and result in a cost savings; and

WHEREAS, Sandusky operates a Fleet Maintenance Department whose operations include, among other matters, the provision of routine maintenance service and repairs for Sandusky vehicles;

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

SECTION 1. That the City Manager is authorized and directed to enter into an Agreement with the City of Sandusky, which agreement 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.

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE

This Agreement is made and entered into by and between the City of Sandusky, an Ohio Charter Municipality 222 Meigs Street, Sandusky, Erie County, Ohio 44870, [Sandusky] and the City of Huron an Ohio Charter Municipality, 417 Main Street, Huron, Erie County, Ohio 44839, [Huron] this ____ day of _____, 2018.

WHEREAS, Sandusky operates a Fleet Maintenance Department whose operations include, among other matters, the provision of routine maintenance service and repairs for Sandusky vehicles; and

WHEREAS, Sandusky Fleet Maintenance Department currently has a limited amount of excess capacity to provide routine maintenance service and repairs for Huron's vehicles and anticipates such excess capacity to continue for at least the term of this agreement; and

WHEREAS, Huron has a need to contract for routine maintenance service and repairs for its fire department vehicles, a current list of which is attached hereto and incorporated herein as "Exhibit A";

WHEREAS, Huron desires to contract with Sandusky, on the terms and conditions hereinafter set forth, for routine maintenance service and repairs of Huron's Fire Department vehicles in accordance with Sandusky's capacity and internal service priorities; and

WHEREAS, this agreement is authorized by R.C. §715.02 **NOW, THEREFORE**, the parties agree as follows:

1. Routine Maintenance Service and Repairs. Sandusky agrees to provide routine maintenance service and repairs to Huron's fire department vehicles listed on "Exhibit A". All maintenance and repairs shall be

conducted by certified technicians employed by Sandusky. Huron shall have the sole and exclusive responsibility for determining the need for and frequency of routine maintenance service and repairs for its fire department vehicles. Both parties recognize that this Agreement is non-exclusive and that Huron is under no obligation to utilize Sandusky for maintenance and Sandusky is under no obligation to perform maintenance for Huron if Sandusky's limited amount of excess capacity becomes unavailable.

2. Warranty Sandusky warrants that its repairs and maintenance of Huron's Fire Department vehicles shall be in a workman like manner and in accord with the customary standards in the industry of vehicle repair and maintenance.
3. Service Availability and Scheduling. Sandusky will provide the routine maintenance service and repairs to the extent of its available excess capacity and subject to Sandusky's priorities as required to maintain its own vehicles. Huron will provide Sandusky with a written list of the Fire Department employees having authority to schedule vehicle service work pursuant to this Agreement, which list shall be verified by Huron's Fire Chief. Sandusky will make a reasonable effort to complete scheduled work; or, other agreed upon completion schedule established to account for the complexity of the anticipated work. In the event Sandusky determines that it is not reasonably able to timely complete the requested work, due to workload, capacity and/or complexity of the anticipated work, Sandusky will notify Huron's Fire

Chief or designee, accordingly, and make reasonable efforts to minimize the impact on Huron's operations.

4. Rates, Charges and Payment. Sandusky shall charge the Huron and Huron shall pay Sandusky for the services rendered pursuant to this Agreement on a time basis, as follows:

(a) Labor. Labor will be charged at the rate of seventy-five dollars (\$75.00) per hour in quarterly hour increments; and

(b) Parts. Parts purchased in the repair of vehicles sent to Sandusky by Huron shall be purchased through the vendor used jointly by Sandusky and Huron and shall be billed to Huron's account in lieu of Sandusky charging Huron for the purchased parts. Huron shall be charged a ten percent (10%) administration fee for all parts purchased and/or used by Sandusky in the repair of vehicles sent to Sandusky by Huron; and

(c) Sandusky shall invoice Huron each month with the charges for labor provided during the preceding month. Huron agrees to pay the invoice within thirty (30) days of receipt.

5. Term. Sandusky shall provide routine maintenance service and repairs to Huron's Fire Department vehicles, beginning January 1, 2018, through December 31, 2018, for a maximum of one hundred eighty (180) regular hours during this term. If additional hours are required to meet Huron's requirements for repair and/or maintenance, the Parties will meet to adjust the number of hours in this Paragraph and determine if Sandusky has the excess capacity to accommodate

Huron's requirements. This Lease may be extended for a one (1) year term beginning on January 1, 2019, through December 31, 2019, upon written agreement executed by both parties.

6. Amendment and Termination. This Agreement may be amended by written consent of all Parties. Any modification of this Agreement shall be binding only if evidenced in writing, signed by the authorized representative of each party. This Agreement may be terminated by either party by giving 30 days written notice of termination to the other party's authorized representative:

For the City of Sandusky: For the City of Huron:

City of Sandusky
c/o City Manager
222 Meigs Street
Sandusky, OH 44870

City of Huron
c/o City Manager
417 Main Street
Huron, OH 44839

7. Responsibility for Claims. Each party to this Agreement recognizes that the other is self-insured. Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of the other party or third parties for property loss or damage or personal injury or death arising out of and/or during the use described in this Agreement. Any liability for claim for property loss or damage or personal injury or death by a party, its employees, agents, invitees, or contractors, or by third persons, arising out of and during the activities

associated with the Agreement shall be determined in accordance with the laws of the State of Ohio.

8. In the event this agreement is terminated pursuant to Paragraph 5 for any reason, Huron shall have no further obligation to make payment to Sandusky, except for payment for services rendered and owed at the time of termination and Sandusky shall have no further obligation to provide the services contemplated by this Agreement.
9. This Agreement supersedes all other oral and written agreements between the Parties with respect to the services that are the subject of this Agreement and contains all of the covenants and agreements between the Parties.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
11. This Agreement shall be passed as a resolution by both Parties and such resolution or action of the respective Councils of Sandusky and Huron shall be herein attached and incorporated by reference as Exhibits B and C.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have signed this
Intergovernmental Agreement on the date indicated above.

CITY OF SANDUSKY, OHIO

By: _____

Title: City Manager

Date: _____

CITY OF HURON, OHIO

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Justin D. Harris
Law Director
City of Sandusky

Laura E. Alkire
Law Director
City of Huron

City of Huron Fiscal Officer's Certification Regarding Availability of Funds

DATE: _____

ATTEST:

I, Catherine Ramey, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of the City of Huron, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Signature

SEAL:

EXHIBIT A

City of Huron Fire Department Vehicles

DRAFT

EXHIBIT B

City of Sandusky's Ordinance

DRAFT

EXHIBIT C

City of Huron's Resolution

DRAFT



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2018-46
DATE: May 4, 2018

Subject Matter/Background

This resolution authorizes the request of the Huron Public Library to display advertising signage in the median area to promote their book sale. If approved, signage will be displayed from June 1, 2018 through June 3, 2018.

Exhibit "A" details the signage description and provides information relating to the fundraising efforts and programming of the Huron Public Library.

Financial Review

N/A

Legal Review

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

Recommendation

If Council is in support of the request, a motion to adopt Resolution No. 2018-46 is in order.

RESOLUTION NO. 2018-46

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF HURON, OHIO, TO SUPPORT THE REQUEST OF THE HURON PUBLIC LIBRARY FOR THE PLACEMENT OF EVENT SIGNAGE IN THE MEDIAN AREA PROMOTING THEIR BOOK SALE

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

SECTION 1. The City Manager is authorized on behalf of the City of Huron, Ohio to support the request of the Huron Public Library to place advertising signage in the median area from June 1, 2018 through June 3, 2018 said request 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.

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



RECEIVED
MAY 04 2018

BY:

May 4, 2018

Huron City Council
417 Main Street
Huron, OH 44839

Re: Sign placement in support of June Friends Book Sale

Dear Council Members:

I am writing on behalf of the Friends of the Huron Public Library to request approval to place yard signs in the median of Route 6 advertising an upcoming book sale in Huron. The sign will be the size of a traditional political campaign yard sign and will promote the book sale scheduled for June 1, 2, and 3. We would place the signs in the median on the Friday morning of the sale and remove the signs after the sale ends on Sunday.

The Friends Book Sale is a fundraiser for the Friends of the Library, and ultimately, the Library itself. The Friends support library programming, such as film licensing, live music concerts, special events, as well as the printing and mailing of our quarterly newsletter. Any help the Council can provide to make the sale a success directly benefits the library and its patrons. Again this year, we purposely scheduled our sales to coincide with the City Wide Garage Sales in an effort to draw more bargain hunters to the Library and the Boat Basin.

On behalf of the Friends of the Library, thank you for your consideration and continued cooperation.

Sincerely,

Benjamin Reid
Library Director

333 Williams Street
Huron, OH 44839
www.huronlibrary.org

telephone: 419-433-5009
fax: 419-433-7228