



The City of Huron, Ohio
417 Main St.
Huron, OH 44839
www.cityofhuron.org
Office (419) 433-5000
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Agenda for the regular session of City Council
March 13, 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** Regular meeting of February 13, 2018
- 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. **Old Business**
Ordinance 2018-6 An Ordinance providing for the issuance and sale of not to exceed \$4,000,000 of notes, in anticipation of the issuance of bonds, to pay costs of improving the municipal electric system by constructing a new substation.
- VI. **New Business**
Resolution 2018-16 A resolution authorizing a dockage lease agreement with the Huron Yacht Club.
Resolution 2018-17 A resolution authorizing the placement of signage in the median area promoting various Parks & Recreation programming/events.
Resolution 2018-18 A resolution authorizing an agreement with the Huron Baseball/Softball program for exclusive use of city owned property.
Ordinance 2018-7 An ordinance granting an easement to American Transmission Systems Incorporated for the transmission and distribution of electric current.
- VII. **City Manager's Discussion**
- VIII. **Mayor's Discussion**
- IX. **For the Good of the Order**
- X. **Executive Session**
- XI. **Adjournment**



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Ordinance 2018-6
DATE: March 5, 2018

Subject Matter/Background

Ordinance 2018-6, the financing of the Huron Public Power (HPP) substation, was introduced at the February 27, 2018 Council meeting. Following the meeting, a review of the votes on the motions has determined that the Ordinance 2018-6 was only placed on its first reading due to lack of votes required to suspend the three reading rule. A summary of vote action follows:

- A motion was made for the waiver of the three reading rule and to place Ordinance 2018-6 on the first reading. The vote on that motion was 4 Yeas, 0 Nays, and 2 Abstain.
- The motion for the ordinance to be passed as an emergency measure had the following votes, 5 Yeas, 0 Nays, 1 Abstain.
- The vote on final passage was 4 Yeas, 0 Nays, 2 Abstain.

The motion to waive the 3 reading rule and place the ordinance on its first reading failed as this measure requires 5 votes. Therefore, while the subsequent votes on the emergency and final vote passed, they were not valid since the waiver of the three reading rule had failed.

City Council can waive the three reading rule at the meeting of March 13, which would place Ordinance 2018-6 on its second reading, the emergency measure and final vote would follow.

Financial Review

This ordinance authorizes the sale of \$4 million in general obligation notes (to later be converted to bonds) for the construction of an electrical substation. The facility has an engineer's estimate of \$3.5 million. At the recommendation of Bond Counsel, the ordinance authorized an additional \$500,000 for flexibility in the bids should the final cost exceed the estimate. The project is being bid in two phases (equipment and labor). The first bids were received and came in roughly \$400,000 less than the engineer's estimate.

The impact of this issuance on the City's debt capacity is minor. Because the debt will be backed by a dedicated revenue source (proceeds from electrical agreements of the customer base of HPP), the City's direct limitation will not be impacted (direct limitation: 5.5% total debt compared to the total valuation of the City). There is a roughly 2-mill addition on the indirect debt limitation (shared 10-mill limitation amongst all jurisdictions). Due to the anticipated revenue generation, financial forecasts show the debt could be paid off at an aggressive schedule should Council choose to do so.

This strategy provides additional flexibility:

- Notes are able to be rolled each year with \$0 paid toward principal for up to 5 years. The City would only need to pay the interest. Current interest rates on notes are roughly 1.5%.
- Ability to customize the principal payment to be in line with each year's revenue generation.
- Encourages annual review and optimization at the staff, Finance Committee, and Council level.

Legal Review

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

Recommendation

If the Council is in support of the request, a motion to adopt Ordinance No. 2018-6 is in order.

ORDINANCE NO. 2018-6

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$4,000,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, TO PAY COSTS OF IMPROVING THE MUNICIPAL ELECTRIC SYSTEM BY CONSTRUCTING A NEW SUBSTATION, TOGETHER WITH ALL NECESSARY APPURTENANCES, AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Finance as fiscal officer of this City has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 30 years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is 240 months from their date of issuance.

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

Section 1. Authorized Principal Amount of Anticipated Bonds and Purpose. It is necessary to issue bonds of the City in an aggregate principal amount not to exceed \$4,000,000 (the Bonds) to pay costs of improving the municipal electric system by constructing a new substation, together with all necessary appurtenances.

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately March 1, 2019, shall bear interest at the now estimated rate of 7% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 30 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be December 1, 2019, and the first principal payment on the Bonds is estimated to be December 1, 2020.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$4,000,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the City Manager may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 4% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity or at any date of earlier prepayment as provided for in Section 4 and until the principal amount is paid or payment is provided for. The principal amount of the Notes, the rate of interest on the Notes and whether the Notes are issued as obligations for which the interest on the Notes is

excluded from gross income for federal income tax purposes (Tax-Exempt Notes) shall be determined by the City Manager in the Certificate of Award.

Section 4. Payment of Debt Charges; Paying Agent; Prepayment. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America, as determined by the City Manager in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank or at the designated corporate trust office or other office of a bank or trust company designated by the City Manager in the Certificate of Award, after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the City at any time prior to maturity (the Prepayment Date) as provided in this Ordinance. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice, interest on the principal amount prepaid shall cease to accrue on the Prepayment Date. The City Manager may request the Original Purchaser to use its best efforts to arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

Section 5. Execution of Notes; Book Entry System. The Notes shall be signed by the City Manager and the Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the City Manager. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the City Manager that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the City Manager and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this section and this Ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance or the City Manager may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance or the City Manager does not or is unable to do so, the Director of Finance or the City Manager, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. Award and Sale of the Notes. The Notes shall be sold at not less than 97% of par plus accrued interest by the City Manager to the original purchaser identified in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance and the Certificate of Award. The City Manager shall sign the Certificate of Award evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The City Manager, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any

transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The City Manager is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

The Director of Finance is authorized to (i) engage the services of a municipal advisor and (ii) request a rating for the Notes from one or more nationally recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to engage a municipal advisor and/or secure any rating and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 7. Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year to the extent the net revenues from the municipal electric system are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such net revenues so available and appropriated.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, and to the extent not paid from net revenues of the municipal electric system, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the

following covenant. To the extent necessary, the debt charges on the Notes or the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio, and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the two preceding paragraphs in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes and the Bonds.

Section 10. Federal Tax Considerations. The City covenants that, if the Notes are issued as Tax-Exempt Notes, then it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that, if the Notes are issued as Tax-Exempt Notes, then (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized, if the Notes are issued as Tax-Exempt Notes, (a) to make or effect any election, selection, designation (including specifically designation of the Notes as “qualified tax-exempt obligations” if such designation is applicable and desirable), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the

City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Section 11. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and the Certificate of Award to the Erie County Auditor.

Section 12. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. Retention of Bond Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 14. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 15. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 16. Declaration of Emergency; Effective Date. 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 for the further reason that this Ordinance is required to be immediately effective so that the Notes can be sold at the earliest possible date to enable the City to provide for the construction of the improvement which is needed to ensure adequate supplies of electricity for the City and City businesses; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

Passed: March 13, 2018

Brad Hartung, Mayor

Attest: _____
Clerk of Council

FISCAL OFFICER'S CERTIFICATE

To the Council of the City of Huron, Ohio:

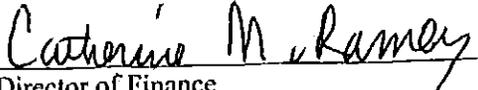
As fiscal officer of the City of Huron, I certify in connection with your proposed issue of not to exceed \$4,000,000 of notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), to pay costs of improving the municipal electric system by constructing a new substation, together with all necessary appurtenances (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 30 years, being my estimate of the life or period of usefulness of the improvement. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.

3. The maximum maturity of the Notes is 240 months from their date of issuance.

Dated: February 27, 2018


Director of Finance
City of Huron, Ohio



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2018-16
DATE: March 5, 2018

Subject Matter/Background

This resolution authorizes an agreement with the Huron Yacht Club for the lease of dockage for the 2018 season.

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

Requesting Council consideration to authorize an agreement to lease a dock to the Huron Yacht Club located on the south side of the Boat Basin along the River Wall. This is an annual lease the City has had with the Huron Yacht Club for many years.

The fees and terms remain the same as in the previous agreement; a base fee of \$900 and 35% of the total dock rent in the event the club would sublease the dock.

Financial Review

The matter has been reviewed, and anticipated revenue included in the 2018 Municipal Budget.

Legal Review

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

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2018-16 is in order.

RESOLUTION NO. 2018-16

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE HURON YACHT CLUB, INC. FOR THE LEASE OF A DOCK FOR THE PERIOD OF MAY 1, 2018 THROUGH OCTOBER 15, 2018.

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

SECTION 1. The City Manager be, and he hereby is, authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Huron Yacht Club, Inc., for the lease of a dock, 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

THIS AGREEMENT made and entered into this ____ day of _____, 2018 by and between **THE CITY OF HURON, OHIO**, an Ohio Municipal Corporation, [City] and **HURON YACHT CLUB, INC.**, an Ohio Corporation[Club].

WITNESSETH:

WHEREAS, Club has purchased and developed property located adjacent to property owned by City, and;

WHEREAS, because of said acquisition and development the Club is interested in leasing certain dock spaces from the City, and the City is willing to lease such spaces to the Club, and;

WHEREAS, it is the purpose and intent of this document to set forth the agreements which have been reached by the parties concerning the above referenced to matters and other matters.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration of the mutual promises of the parties and other good and valuable consideration, the parties agree as follows:

1. The City hereby leases the dock on the riverside of the sewage pump-out dock to the Club commencing May 1, 2018 and ending on October 15, 2018 for a lease amount of Nine Hundred Dollars (\$900.00) payable in one installment of \$900.00 by May 1, 2018.
2. For the additional consideration of the lease of the dock, Club agrees to be responsible and to make all necessary repairs and perform all necessary maintenance on the exterior surfaces of the dock area herein leased including the boardwalk, for the period of the lease. In further consideration of this lease, Club agrees to indemnify and to hold City harmless from any and all claims arising or claimed to arise from the use of said dock area by the Club, its members, guests, invitees and unauthorized users for and during the term of this lease and to acquire and maintain

during the term of this lease liability insurance in the minimum amount of \$1,000,000 single limit coverage for property damage and personal injury naming City as an additional insured and to present to the City a Certificate of Insurance with a 30 day cancellation clause.

3. The Parties agree that from time to time, the Club shall desire to lease the dock area for the benefit of guest and/or members. In the event the Club shall sublease the dock area for a period in excess of ten (10) days, the City shall receive 35% of the total amount of dock rent from such sublease. At no time, however, during the term of this Agreement shall the Club sublease said dock space to a commercial entity. This fee to be due and payable by October 15, 2018. In addition, the Club shall provide the City a copy of any/all dockage sublease contracts.
4. Upon the termination of this lease, and in the event City is desirous of leasing the premises for an additional period, Club shall have the first right of refusal to lease said premises for an additional period upon the same terms and conditions as the City would be willing to accept from a third party lessee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to duplicates hereof on the day and year last aforesaid.

CITY OF HURON, OHIO

HURON YACHT CLUB, INC.

Andrew D. White, City Manager

Commodore

Print Name

Approved as to form:

Laura E. Alkire
Law Director, City of Huron

Vice Commodore

Print Name



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2018-17
DATE: March 6, 2018

Subject Matter/Background

Resolution 2018-17 authorizes the annual request of the Parks & Recreation Department to place advertising signage in the median area to promote various events and programs.

As submitted by the Recreation Manager Brian Croucher within a legislative request to Administration:

The Parks and Recreation Department is seeking Council consideration for the adoption of Resolution 2018-17 which would allow annual advertising signs and banners in the median on Route 6, between Williams Street and Center Street for various programs and events in 2018 as specified in Exhibit "A" of the resolution.

Financial Review

The matter has been reviewed, there is no financial impact associated with this resolution.

Legal Review

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

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2018-17 is in order.

RESOLUTION NO. 2018-17

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF HURON, OHIO, TO SUPPORT THE REQUEST OF THE HURON PARKS AND RECREATION DEPARTMENT FOR THE PLACEMENT OF EVENT SIGNAGE IN THE MEDIAN AREA DURING 2018

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 Parks and Recreation Department to place advertising signage in support of planned events in the median area, 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: _____

March 2, 2018

To: Huron City Council

From: Huron Parks and Recreation

As in past years, Parks and Recreation would like to Council to consider a request for sign and banner placement in the median area.

The following events may require signs or banners that need to be displayed in the median area to promote events or provide directions for participants. Signs are corrugated plastic with steel stake stands and are 1.5' x 2' in size. Banners are vinyl with steel stakes. The size of the banners are 3' x 8' and 3' x 12'.

Thank you.

Display Dates	EVENT/DATE	Signs/Banners
Mar 16-24	Easter Egg Hunt March 24	(1) 3' X 8' Banner
May (1 week) June (1 week)	Huron Summer Camp Banner Sign-ups for camp!	(1) 3' X 12' Banner
May 25- June 2	City Wide Garage Sale-June 2	(3)
July 16- Oct 18	Farmers Market Signs/Banners (Signs to appear Monday-Thursday)	(6)
July 27 – Aug 5	Dawg Daze Softball Tournament Banners	(2) 3 X 8 Banner
Sept 1-8	City Wide Garage Sale II- Sept. 8	(3)
Oct. 1-13	Pumpkin Fest Oct 13	(2) 3'x 12' Banner
Dec 1-8	Christmas with Santa Dec 8	(2) 3' x 8' Banner



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2018-18
DATE: March 6, 2018

Subject Matter/Background

This annual resolution authorizes an agreement with the Huron Baseball/Softball Program, a private organization, to have exclusive usage of the Fabens Park facility during a specified period in the spring to host baseball and softball leagues.

Exclusive rights to the fields as well as the Facility Usage by Volume of Participation fee within the contract are in accordance with Codified Ordinance Section 165.03.

As submitted by Recreation Manager Brian Croucher within a legislative request to Administration:

The Parks & Recreation Department is requesting Council consideration of the adoption of Resolution 2018-18 authorizing an agreement between the City of Huron and the Huron Baseball and Softball Program for the 2018 season.

This agreement would grant a license for the Huron Baseball and Softball Program, Inc. to utilize Fabens Park baseball /softball fields and concession stand from April 16, 2018 through July 27, 2018. The times and dates in this agreement are representative of last year's agreement with some minor adjustments. One change to the agreement this year relates to the storage of equipment. The Huron Baseball and Softball program has routinely been allowed to use the storage shed near the batting cages for their equipment storage during the season. The use of this shed for year-round storage of their equipment was discussed and has been included in the agreement along with a rental storage fee in the amount of \$400. The estimated fees from this contract will be approximately \$3000.00. The Huron Baseball and Softball Program will pay a fee of \$875.00 for exclusive rights to the fields. This fee is due prior to the start of the contract. The remainder of the fees will be due prior to September 1, 2018. These fees include utilities, Health permit, Storage Shed, North Coast Softball tournament fees and the participation fee for each child in the program.

Financial Review

The matter has been reviewed, and anticipated revenue included in the 2018 Municipal Budget.

Legal Review

The only substantial change to the agreement terms relate to the language and fee associated with the Huron Baseball/Softball Program request to store equipment year-round within a shed on city property. The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2018-18 is in order.

RESOLUTION NO. 2018-18

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, GRANTING A LICENSE FOR THE HURON BASEBALL AND SOFTBALL PROGRAM, INC. TO UTILIZE ANDREW L. FABENS MEMORIAL PARK BASEBALL FIELDS AND CONCESSION STAND.

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 to grant a license with the Huron Baseball and Softball Program Inc., for the use of Fabens Park baseball fields and concession stand from April 16, 2018 through July 27, 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.

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, hereinafter called "City" and the Huron Baseball and Softball Program, hereinafter called "Licensee" for the purpose of holding a Baseball and Softball Program at Fabens Park from April 16, 2018 through July 27, 2018.

WHEREAS, the Huron Baseball Program is held on property owned by the City; and therefore, it is necessary for the City to grant Huron Baseball Program a license to use said property, and;

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) The City hereby grants a license to Licensee to use the City owned property known as "Fabens Park", including its baseball fields, for the events set forth in the schedule attached hereto and made a part hereof as Exhibit A, for the site of the Huron Baseball and Softball Program from April 16, 2018 through July 27, 2018. The granted license shall be in accordance with Codified Ordinance §165.03.
- 2) COST.
 - a. The Licensee shall pay the Exclusive Field Rights Reservation Fee for seven (7) fields (#'s 1-7), in the amount of Eight Hundred and Seventy Five Dollars (\$875.00) shall be paid prior to commencing practice and playing on City's fields.
 - b. In addition to the Field Rights Reservation Fee as set forth in Section 2a, Licensee shall pay to the City a Facility Usage by Volume of Participation fee, \$5.00 per participant, in accordance with Codified Ordinance §165.03.
 - c. Licensee shall pay to the City a negotiated Concession Stand fee in Section 8f below.
 - d. Licensee shall pay to the City a rental storage fee in Section 8g below.
 - e. Unless otherwise outlined in this Agreement, all fees shall be paid to the City no later than September 1, 2018.
- 3) The City shall have the option to terminate or modify this Agreement and license in the event the property being leased to the Licensee becomes unavailable by reason of the construction of public improvements on said property by the City. The decision as to

whether or not the property is unavailable shall be decided by the Huron City Administration, notice of the meeting at which such termination is to be discussed shall be given to the Licensee at least seven (7) days prior to the date of the meeting.

- 4) 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.
- 5) The City shall further have the right to terminate this Agreement, for any reason, upon ten (10) days written notice to Licensee.
- 6) The City shall also notify, at any time, the Licensee upon the scheduling of any special event(s), tournament(s) or program(s) that may conflict with any Licensee event, field, or concession stand usage. Any tournaments hosted at Fabens Park will be scheduled on Fridays, Saturdays and Sundays for the specified week. No Games or practices may be scheduled by the Licensee during these tournaments. Scheduled city tournaments are listed on Exhibit D.
- 7) The Licensee agrees to indemnify and hold the City harmless from any and all claims, demands, or suits arising or claimed to arise from its use or the use by participants, workers and spectators of the Licensee of Fabens Park ball fields, parking areas and concession stand as authorized by this Agreement and shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000) bodily injury and death; Fifty Thousand Dollars (\$50,000) property damage, which policies shall name City as an additional named insured. Licensee shall furnish City with evidence that the required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, prior to the opening event and a copy of such shall herein be attached and incorporated as Exhibit A. Such policy shall include a 30 day cancellation clause. This indemnification shall include all costs of defense, including reasonable attorneys' and expert witness fees, and shall also extend to use of the any City equipment by the Licensee.
- 8) Licensee further agrees as follows:

- a) Licensee agrees the use of fields shall be from 3:00 p.m. until dark Mondays through Fridays and 8:00 am until 1:00 pm on Saturdays. Licensee agrees that this use includes only fields #1 through #7.
- b) Licensee agrees other leagues/teams may utilize the Fabens Park fields for the duration of the Agreement during the hours not reserved to the Licensee or as individually scheduled and listed on Exhibit B.
- c) Huron Parks and Recreation shall be responsible for the maintenance of all fields and infrastructure at Fabens Park; provided, however, Licensee shall be responsible for setting up the fields for play by performing all actions needed to make the fields ready for play on game days, including but not limited to dragging the infield, marking the base lines and foul lines, setting the bases and the like.
- d) City agrees to appoint a liaison between the City of Huron and the Huron Baseball Program, Inc.
- e) Licensee agrees to leave the park in the condition it was found prior to each use (i.e. clean fields and dugouts after use). The Licensee understands that if the park is not left in the manner it was presented, the Licensee will be charged for any damages or clean up. Any equipment damaged and in need of repair during the use by the Licensee will be repaired by the Licensee to the condition in which it was presented.
- f) As negotiated, the parties agree that Licensee will not be charged a rental charge for the use of the concession stand. In consideration, Licensee agrees to be financially responsible for any incurred utility bills for the duration of the contract and will remit Two Hundred Dollars (\$200.00) to the City for a portion of the cost of the health department permit. The Licensee will clean the concession stand throughout and at the conclusion of the summer season. The Licensee agrees to accept all responsibility of the building and any concession items served to any individual. The Licensee accepts full responsibility for any action taken because of any product sold. The City of Huron is not liable for any action taken on the Licensee.

- g) Lease Agreement: The City will provide storage space on site for storage of equipment consistent with activities related to Licensee. Storage for this purpose is secondary to the needs of the City and the City will make reasonable accommodations to assist Licensee in utilizing the storage. Said storage is anticipated by the City to be needed by Licensee during all months of this Agreement. This Agreement shall convey from the City to Company a Lease for the storage of said property. Company understands and affirms that the storage facility is not monitored by the City and Company assumes the risk of loss when utilizing the storage facility. At any time during this Agreement, the City reserves the right to rescind any access privilege afforded to Company by way of keycode, or key access to said storage facility. Should Licensee desire to utilize the lease option the cost of such option shall be \$400.00 payable in a one-time payment payable upon Licensee's notice of its intent to execute the lease option. Licensee shall notify the City of its intent to exercise the lease option no later than April 16, 2018. The cost of the lease is non-refundable and shall not be prorated in the event of Company's early termination of the lease option.
- gh) At Licensee's request, the City grants Licensee the limited authority to utilize said property as the host site for the North Coast Girls Softball League Tournament during the regular scheduled season as cited in subsection (1) herein. During the period of any subcontract pursuant to this section, whether written or unwritten, Licensee shall remain bound by the terms of this Agreement. The City shall accept no liability pursuant to any subcontract by Licensee for the use of the property for this limited purpose. In addition to the fees otherwise set forth in this Agreement, Licensee shall be liable for a tournament fee of Five Hundred Dollars (\$500.00) per week for this limited subcontract.
- hi) Licensee agrees to abide by all terms of this Agreement as regards the City of Huron's Contract with the City's contracted beverage supplier, a copy of which is herein attached and incorporated by reference as Exhibit C.

9. The rights and authority conveyed through this License shall not be assignable or transferrable by either party. This License shall not be recognized as valid, unless otherwise

specified herein, for any sublease, subcontract or conveyance to another party regardless of whether said sublease, subcontract or conveyance is in exchange for compensation.

10. This License constitutes the entire Agreement between the parties and supersedes all prior or written agreements or understandings. This agreement shall only be amended in writing signed by both parties.

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

LICENSEE

CITY OF HURON, OHIO

President, Huron Baseball Program

Andrew D. White, City Manager

Approved as to Form:

Laura E. Alkire, Law Director

EXHIBIT A: INSURANCE RIDER

EXHIBIT B: SCHEDULE OF EVENTS

EXHIBIT C: PEPSI AMERICAS INC. CONTRACT WITH CITY OF HURON

EXHIBIT D: CITY SCHEDULED TOURNAMENTS



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Ordinance 2018-7
DATE: March 9, 2018

Subject Matter/Background

Ordinance 2018-7 will grant an easement to American Transmission Systems, Incorporated, for lines for the transmission and distribution of electric current associated with the construction of the city's electrical substation project on city owned property on Rye Beach Road as identified on Exhibit "A" of the ordinance.

This ordinance has been prepared as an emergency due to the impending construction schedule associated with the electrical substation project.

Financial Review

N/A

Legal Review

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

Recommendation

If the Council is in support of the request, a motion to adopt Ordinance No. 2018-7 is in order.

ORDINANCE NO. 2018-7

AN ORDINANCE GRANTING AN EASEMENT TO AMERICAN TRANSMISSION SYSTEMS INCORPORATED FOR LINES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC CURRENT INCLUDING COMMUNICATION FACILITIES, UPON, OVER, UNDER, AND ACROSS PROPERTY WITHIN THE CITY OF HURON IDENTIFIED AS ORIGINAL LOT NUMBER 22, SECTION 2, PERMANENT PARCEL NUMBER 42-00120.000, AND DECLARING AN EMERGENCY

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

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to grant an easement and right of way to American Transmission Systems Incorporated for transmission and distribution of electric current including communication facilities, upon, over, under, and across city property identified as Original Lot Number 22, Section 2, Parcel No. 42-00120.000, which easement 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 Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare; and for the further reason to accommodate the impending timeline of associated with the construction of an electrical substation, wherefore, this Ordinance shall be in full force and effect from and immediately after its passage.

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

PARCEL 2

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That **THE CITY OF HURON**, an Ohio Municipality, the GRANTOR, claiming title by virtue of instrument recorded at Instrument Number 201710293, of the Erie County Records, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received to my full satisfaction of **AMERICAN TRANSMISSION SYSTEMS, INCORPORATED**, an Ohio corporation, and **OHIO EDISON COMPANY**, an Ohio corporation, the GRANTEE(S), does hereby grant unto Grantee, its successors and assigns, an easement and right of way, together with the rights and privileges hereinafter set forth, for lines for the transmission and distribution of electric current, including communication facilities, upon, over, under and across the following described premises:

Situated in the City of Huron, County of Erie and State of Ohio, being part of Original Lot Number 22, Section 2, Permanent Parcel Number 42-00120.000.

The right of way referred to above is described on Exhibit "A" attached hereto and made a part hereof.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, remove, protect, relocate, repair, patrol, add to, and permanently maintain upon, over, under and along the above-described right of way across said premises all necessary structures, wires, and cables used for or in connection with the transmission and distribution of electric current, including communications, together with the rights to install any necessary guy wires, anchors and other usual fixtures and appurtenances within or adjacent to the right of way herein granted wherever necessary and the right of reasonable ingress and egress upon and across said premises for access to and from said right of way, together with the full authority and unqualified right to trim, remove, clear, keep clear, and otherwise control (by such methods as Grantee, in its sole judgment, may deem necessary or proper, including but not limited to the use of herbicides) any and all trees, underbrush, or other vegetation located within the right of way, that is not within the area currently being used for agricultural purposes. Grantee shall also have the full authority and right, in its sole discretion, to trim, remove, clear, keep clear, and otherwise control any or all trees or vegetation adjacent to said right of way, other than vegetation that is produced for agricultural purposes, that, in the opinion of Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantee's facilities or ingress or egress to, from, or along said right of way. Such trees include those that are dead, dying, diseased, structurally defective, leaning or significantly encroaching where the transmission conductor is a target and when a tree fails, it will fall or be within close proximity of the transmission conductor to potentially arc, strike or grow into it. Except as provided herein, Grantor reserves the right to use the lands encumbered by this Easement in any manner

that is not inconsistent with the rights granted to Grantee by this Easement and provided that said use does not violate the National Electrical Safety Code clearances. Grantor agrees that no building, obstruction or impediment of any kind shall be placed within said right of way or between said structures or beneath said wires. Grantee shall have the full authority and right, in its sole discretion, to remove, or to compel the removal, of any buildings or other structures within the right of way that, in the opinion of the Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantee's facilities or with ingress or egress to, from, or along the right of way. To the extent that any buildings or other structures within the right of way must be removed under the terms of the Easement, Grantor and its successors shall be solely responsible for the cost of removing said buildings or other structures from the right of way, and any damages arising therefrom.

The parties hereto acknowledge that any right of Grantee to trim, remove and/or clear any trees, underbrush, vegetation or other buildings or structures as set forth herein, does not create or place a duty upon Grantee to do so, or shift any duty that the Grantor owes to the Grantee, any third party and/or the general public.

The Grantee will repair or replace all fences, gates, lanes, driveways, drains and ditches damaged or destroyed by it on said premises or pay Grantor for all damages to fences, gates, lanes, driveways, drains and ditches on said premises caused by the construction or maintenance of said lines.

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances to said Grantee, and to its successors and assigns, forever, and the Grantor represents that it is the owner of the above-mentioned premises and has full power to convey the rights and easement herein granted, that the same are free and clear of all encumbrances and that he/she will warrant and defend the same against all lawful claims and demands whatsoever, except current taxes and assessments not yet due and payable, easements, restrictions and reservations of record, and zoning ordinances, if any.

(SIGNATURE PAGE FOLLOWS)

EXHIBIT A

Easement Area for an electric line crossing the lands of The City of Huron, (Parcel 2).

Situated in the City of Huron, County of Erie, State of Ohio, being part of Original Lot Number 22, Section 2, Permanent Parcel Number 42-00120.000.

A strip of land 60 feet wide, 30 feet on each side of a center line, which center line of right of way is described as follows:

The center line of right of way, being the center line of Grantee's proposed electric line, enters Grantor's premises from the limits of Rye Beach Road, at a point on the westerly property line of Grantor's premises, said point being, approximately 53 feet southerly from Grantor's northwest property corner, said northwest property corner being located on the easterly limits of said Rye Beach Road; thence from this point in a general easterly direction across Grantor's premises, approximately 123 feet to a point on Grantee's proposed substation structure.

This description prepared under the supervision of Clyde E. Cessna Jr. PS 7139.



Clyde E. Cessna Jr. 2/22/18

