



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
April 9, 2019 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 12, work session meeting of March 26, 2019.
- IV. **Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3 minute time limit)
- V. **Old Business**
 - Resolution 2019-18 A resolution authorizing an agreement with the Inn at the River's Edge, L.P., granting the city a license to occupy and use property for city sponsored events. (2nd reading)
 - Resolution 2019-21 A resolution accepting the proposal and authorizing an agreement with Walter Haverfield, LLP for the provision of Law Director Services. (2nd reading)
- VI. **New Business**
 - Motion Setting a Public Hearing on the rezoning of 1101 Rye Beach Road (Mucci Farms) from R-1 (single family residential) to B-3 (General Business) PUD- per section 1125.03 and to include the parcel in the planned industrial project overlay zone pursuant to Section 1126.09 on May 14, 2019 at 6:30pm
- VII. **City Manager's Discussion**
- VIII. **Mavor'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: Resolution 2019-18
DATE: April 5, 2019

Subject Matter/Background

This resolution was introduced and placed upon its first reading at the March 26, 2019 meeting following discussion at the work session meeting of indemnity language within the contract deemed a potential liability and recommended for removal.

The agreement (Exhibit A) has been revised accordingly; and Council can, with five votes, suspend the three reading rule placing the resolution on its second reading and taking the final vote on the legislation.

This resolution authorizes an agreement with the Inn at the River's Edge, L.P. which grants the city a license to occupy and use a portion of their property for city sponsored Parks & Recreation events.

The city has been fortunate to have had the support of the Inn at River's Edge allowing the city to utilize portions of their parking lot and grassy area south of the hotel to be used for events over the years. Events include:

Easter Event-Saturday April 13th 10am – 2pm

Garage Sale - June 1st 7am – 3pm (No Fall Sale)

Pumpkin Fest -Saturday October 12th 10am – 6pm with Friday set-up

River Fest - July 11 – 14

All Classics - August 3 – 4

There are no costs associated with this agreement.

Financial Review

The matter has been reviewed; there is no financial impact associated with the agreement.

Legal Review

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

Recommendation

If Council is in support of the request, a motion to adopt Resolution No. 2019-18 is in order.

RESOLUTION NO. 2019-18

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE INN ON THE RIVER’S EDGE, L.P., GRANTING THE CITY A LICENSE TO OCCUPY AND USE PROPERTY FOR THE PURPOSE OF CITY SPONSORED EVENTS.

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

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into a license agreement with the Inn on the River’s Edge, L.P., granting the city a license to occupy and use a portion of their property for city sponsored events, which License 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: _____

LICENSE AGREEMENT

This License Agreement (hereinafter "Agreement") is made as of this ____ day of _____, 2019, by and between the **INN ON THE RIVER'S EDGE, L.P.**, formerly known as the **SANDUSKY NIGHT INN, L.P.** (hereinafter "Owner"), and the **CITY OF HURON** (hereinafter "City" and "Licensee" interchangeably), an Ohio Municipal Corporation. Pursuant to the terms stated below, the City is hereby granted a license to occupy and use the land hereinafter described, to-wit:

Being a portion of the open space located to the south of Owner's building which abuts City owned property on the eastern and western boundaries of Main Street, and a portion of the parking area as shown on Exhibit "A" attached hereto and made a part hereof.

for the purpose and subject to the conditions as hereinafter set forth until said license is terminated by the Owner, Licensor.

The premises may be occupied by the said Licensees for the purpose of hosting prescheduled City sponsored events to be held on the as identified as follows:

Easter Event- Saturday April 13, 2019 10am-2pm (grassy area south of hotel)

City-Wide Garage Sale – Saturday, June 1, 2019 (set-up on prior Friday afternoon), 7:00 am – 3:00 pm. (section of hotel parking lot on west side of new Main Street location)

Pumpkin Festival – Saturday, October 12, 2019 (set-up on prior Friday afternoon), 10:00 am – 6:00 pm – grassy area south of hotel.

Riverfest – July 11- July 14, 2019 grassy area south of hotel.

All Classic weekend – August 3-4, grassy area south of hotel.

Either party may terminate this Agreement for any reason, or for no reason, at any time by giving notice to the other party specifying the date of termination, such termination to be given not less than thirty (30) days prior to the date therein specified.

Each Party agrees to provide insurance coverage for the errors, omissions, and acts of its own corporation, agents, employees and officials/officers, and neither will indemnify or save harmless the other from liability for any and all injuries, claims, demands, actions and causes of action arising or claimed to arise in connection with the

program activities conducted under this Agreement. The parties represent to each other that each of them has General Liability coverage insuring against any such injuries, claims, demands, actions and causes of action in limits of at least Three Million Dollars (\$3,000,000.00) and each party agrees to have the other listed as an additional insured under its respective policy and to provide to the other party a certificate as to the existence of such insurance.

IN WITNESS WHEREOF, the parties have hereunto executed this License Agreement this ___ day of _____, 2019.

FOR THE CITY:

The City of Huron

By: _____
City Manager

Date

FOR THE OWNER:

**INN ON THE RIVER'S EDGE, L.P.
F/K/A SANDUSKY NIGHT INN, L.P.
By: LODGING INDUSTRIES, INC.
It's: General Partner**

By: _____
President

Date

Approved to as to form:

Law Director Date



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2019-21
DATE: April 5, 2019

Subject Matter/Background

This resolution was placed upon its first reading at the March 26, 2019 meeting as there were not enough votes in the affirmative to suspend the three reading rule. With the required five votes, the three reading rule can be waived, the resolution placed upon its second reading, and final vote taken.

Resolution 2019-21 will accept the proposal and authorize an agreement with Walter Haverfield LLP for the provision of contracted Law Director Services for the city for a three year term, providing 600 hours of specified Routine Services within a twelve month period at a cost of \$9750.00 per month.

The city publically advertised Requests for Proposals (RFP) from firms or individuals for the provision of Law Director Services. The city received a total of 6 submissions, with 4 being valid proposals pursuant to the RFP. Following internal review of submissions, City Administration and the Mayor interviewed Aimee Lane and William Hanna of the firm Walter Haverfield LLP.

The Walter Haverfield proposal proposes that Aimee W. Lane, a partner in the firm, serve as Law Director and William Hanna serve as Assistant Law Director for the City of Huron; both Ms. Lane and Mr. Hanna have extensive municipal law experience. The firm will serve as legal counsel to the City Manager, City Council, City Boards/Commissions, and staff of the city. Essential duties and typical tasks are outlined in the proposal and include, but are not limited to: drafting of legislation, contracts, attendance at meetings, and representation of the city in legal matters and supervision of criminal prosecution. In addition, the agreement addresses Special Services that may be required and a blended hourly rate for these services. The term of the contract is three years. Either party may terminate the agreement providing a thirty (30) day notice.

Pursuant to the Charter, Section 4.02, relative to the appointment of officers and employees of the City, City Administration is recommending acceptance of the proposal and authorization of an agreement with Walter Haverfield LLP for the provision of Law Director Services.

Financial Review

The 2019 budget was adopted with allocated resources for a full-time Law Director at an anticipated annual cost of \$129,500 (all wages and fringes included). The position was vacated after the first pay of 2019 therefore freeing up an estimated \$120,000 of available funds. At the proposed monthly cost of \$9,750 per month, this service agreement will incur \$78,000 for the remainder of 2019. The modification of the specific detail of the expenditures (modification of expense from wage and fringe line items to professional service line items) is included in Ordinance 2019-5. The breakdown of responsible funds follows the same as was utilized for previously for the Law Director's position.

Legal Review

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

Recommendation

If Council is in support of the request, a motion to adopt Resolution 2019-21 would be in order.

RESOLUTION NO. 2019-21

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT, ON BEHALF OF THE CITY OF HURON, WITH WALTER HAVERFIELD LLP FOR THE PROVISION OF LAW DIRECTOR SERVICES FOR A PERIOD OF THREE YEARS.

WHEREAS, the firm of Walter Haverfield has extensive experience in the provision of municipal legal services; and,

WHEREAS, the City and the firm of Walter Haverfield will enter into an agreement to ensure legal representation for the City; and,

WHEREAS, such representation and obligations are set out in the Contract attached hereto as Exhibit "A"; 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 Walter Haverfield for Law Director services, 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 Law Director Services between Walter Haverfield LLP 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: _____

**AGREEMENT BETWEEN THE CITY OF HURON
AND WALTER | HAVERFIELD LLP FOR LEGAL SERVICES**

This Agreement is for legal services between the City of Huron, an Ohio Municipal Corporation, (“Huron”) and Walter | Haverfield LLP (“WH”), effective April 1, 2019.

WITNESSETH:

WHEREAS, Huron wishes to engage Aimee W. Lane as Law Director, William R. Hanna as Assistant Law Director and the firm of WH to perform general legal services.

NOW, THEREFORE, intending to be bound by this Agreement, the Parties agree as follows:

1. Routine Services. Except as otherwise provided herein, and WH agrees to provide the following Routine Services:

- a. Attending all regular and special Council meetings, except as otherwise directed by the City Manager.
- b. Attending other board and commission meetings upon the request of the City Manager.
- c. Drafting ordinances and resolutions upon request of the City Manager.
- d. Researching and drafting legal memoranda as requested by the City Manager.
- e. Providing legal advice to City officials as necessary, and responding to inquiries regarding City matters.
- f. Presence at City Hall as needed in addition to meetings identified in Sections 1(a) and 1(b).
- g. Attending meetings and discussions with City, County, State and Federal officials and other governmental officials.
- h. Reviewing and approving contracts, ordinances, resolutions and any other written documents, as requested by the City Manager. Routine contract review services do not encompass significant revision of such documents or significant negotiations regarding the subject of such documents (e.g. contract negotiation work that exceeds approximately five (5) hours).

2. Compensation for Routine Services.

Huron shall pay to WH a retainer of \$9,750.00 per month for Routine Services. The retainer shall cover a total of up to 600 hours of Routine Services in a 12-month period (an average of 50 hours per month). However, WH will exclude the

first two months of Routine Services under this Agreement, specifically the months of April 2019 and May 2019, from the 50 hour limitation so that from June 1 through December 31, 2019, the Routine Services retainer will provide for up to 350 hours of Routine Services.

WH will not bill for travel time to or from the City in connection with the Routine Services. WH shall provide with each monthly billing a cumulative total of the hours billed under the Retainer to date, so that the City can monitor Retainer use.

For Routine Services beyond 600 hours in a 12-month period (or beyond 350 hours from June 1, 2019 through December 31, 2019), a rate of \$210.00 per hour for partners, \$170.00 per hour for associates, and \$90.00 per hour for paralegals shall apply. When the 600 hours is reached in any calendar year, additional Retainer hours would be billed at the hourly rates set forth above, except as provided below.

The parties may meet to review the volume of Routine Services and the appropriateness of the compensation for Routine Services at any time, and this contract may be modified following such meeting, but not more frequently than two times per year, as set forth in Section 6(h).

3. Special Services.

Subject to agreement of both Parties, WH may provide Special Services for additional projects which are outside the scope of Routine Services on a flat fee or hourly basis. "Special services" generally include the following:

- a. Complex contracts or other written documents requiring significant revision or negotiation (e.g., easements and deed restrictions, purchase and lease agreements, vendor contracts, development agreements).
- b. Personnel matters that require investigations and/or pre-disciplinary conferences, including appeals to the Personnel Appeals Board.
- c. Applications before the Planning Commission or Board of Zoning Appeals that require significant legal review or drafting of documents, and appeals to the Board of Zoning Appeals that require witness examination (e.g. appeal of administrative order).
- d. Litigation. Litigation is defined as work performed in preparing or responding to pleadings, written or oral discovery or any motion practice, and attendance at hearings or other events before judges, magistrates, arbitration panels, court staff members or juries, and all post judgment activities including all appellate work. "Litigation" includes all work performed in response to Ohio Revised Code Chapter 2506 appeals. "Litigation" shall not include routine services regarding worker's compensation matters (e.g. an evaluation of a claim or conference with the City's TPA), but would apply to preparation for and attendance at administrative hearings or representation in a workers compensation appeal to common pleas court.

- e. Economic development matters that involve tax-incremental financing and/or tax incentive agreements.
- f. Labor negotiations, if requested.
- g. Other additional projects as requested by the City Manager.

For Special Services that are billed hourly, WH will offer a blended hourly rate of \$225.00 per hour, unless a different rate is agreed upon by WH and Huron. WH will bill for travel time related to Special Services, including Litigation.

Unless a different method is directed by the City Manager, WH will generate letters containing a brief description of Litigation or Special Services as described in this Section 3, which the City Manager may sign for purposes of acknowledging the billing arrangements.

4. **Billing.** WH shall bill Huron monthly for all Routine Services, Litigation and Special Services, which billings shall set forth the date the services were rendered, the attorney performing such services, and a brief description of the services provided.

5. **Term.** The rates set forth in this Agreement shall take effect and be in force from April 1, 2019 through December 31, 2021. However, either party may terminate this Agreement upon providing thirty (30) days' notice of its intent to terminate to the other party.

6. **Miscellaneous Provisions.**

a. **Expenses.** For work outside the scope of routine matters, WH shall also be reimbursed for out-of-pocket expenses incurred in connection with litigation and special services, including but not by way of limitation, long-distance telephone and cellular telephone charges, computer-assisted research, copying charges, telegrams, messenger services, and long-distance travel.

b. **Applicable Laws.** WH shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement.

c. **Notices.** All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the Parties with written confirmation of receipt at the following addresses:

If to Huron:
City Manager Andrew D. White
City of Huron
417 Main Street

Huron, OH 44839

If to WH:

Aimee W. Lane
Walter | Haverfield LLP
1301 East Ninth Street Suite 3500
Cleveland, OH 44114

- d. **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.
- e. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- f. **Parties in Interest.** This Agreement is enforceable only by WH and Huron. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any of WH's personnel assigned to Huron's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
- g. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.
- h. **Entire Agreement/Amendments.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto.
- i. **Assignment.** This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any purported assignment without the express written consent of the other is void.

- j. **Findings for Recovery.** Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Persons or entities contracting with a political subdivision, including the City of Huron, must certify that an unresolved finding for recovery has not been issued against the persons or entities. Walter | Haverfield LLP certifies that an unresolved finding for recovery has not been issued against Walter | Haverfield LLP and attached is a completed Findings For Recovery Certification.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

WALTER | HAVERFIELD LLP

Aimee W. Lane, Partner

William R. Hanna, Partner

CITY OF HURON

Andrew D. White, City Manager

CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned finance director of the City hereby certifies that the moneys required to meet the obligations of the City under this Agreement have been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Revised Code.

Director of Finance, _____

Date

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against Walter | Haverfield LLP.

SIGNATURE

PRINTED NAME

TITLE

DATE