



**Trey Hardy**  
Councilmember

**Christine Crawford**  
Councilmember

**Joe Dike**  
Councilmember

**Sam Artino**  
Mayor

**Monty Tapp**  
Vice-Mayor

**Mark Claus**  
Councilmember

**Joel Hagy**  
Councilmember

## **CITY COUNCIL — REGULAR COUNCIL MEETING**

Tuesday, August 24, 2021 @ 6:30 PM

Council Chambers - Huron City Hall

417 Main Street

Huron, Ohio 44839

### **MEETING LOCATION CHANGE**

***DUE TO THE EXTREME HEAT FORECASTED FOR AUGUST 24th, THE REGULAR MEETING OF COUNCIL WILL BE HELD IN COUNCIL CHAMBERS AT HURON CITY HALL, 417 Main Street, Huron, OH 44839 and will be live-streamed to the City's YouTube Channel. at : <https://www.youtube.com/channel/UCpRAV-AnmlA6lfukQzKakQg>.***

- I. Call To Order** Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council**
- III. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- IV. Old Business**
- V. New Business**
  - V.a** Ordinance No. 2021-30  
An ordinance authorizing conveyance of parcels of real property from Sawmill Creek LLC and approving a reconveyance to Sawmill Creek LLC as provided by Section 5709.41(B) of the Ohio Revised Code, and further authorizing an indemnification agreement between the parties.
  - V.b** Ordinance No. 2021-31  
An ordinance to revise the Codified Ordinances by adopting current replacement pages.
  - V.c** Resolution No. 52-2021  
A resolution authorizing execution of an engagement letter with the Auditor of the State of Ohio for the provision of auditing services for 2020.
  - V.d** Motion  
Motion referring the Petition of Ardagh Metal Beverage USA Inc. for vacation of a portion of Sawmill Parkway adjacent to PPN 42-02021.000 containing approximately 0.4225 acres to the Planning Commission for review and recommendation.

**V.e Motion**

Motion setting the Public Hearing on Ardagh Metal Beverage USA Inc.'s Petition for vacation of a portion of Sawmill Parkway adjacent to PPN: 42-02021.000 for Tuesday, September 28, 2021 at 6:30pm.

**V.f Resolution No. 53-2021**

A resolution authorizing a Conditional Vacation Agreement between the City of Huron and Ardagh Metal Beverage USA Inc.

**V.g Resolution No. 54-2021**

A resolution authorizing an application to the Ohio Public Works Commission State Capital Improvement and/or Local Transportation Improvement Program(s) for the S. Oakhurst and Wilbor Avenue Roadway Improvement Project.

**V.h Resolution No. 55-2021**

A resolution accepting the award and entering into an agreement with the U.S. Department of Commerce for an EDA CARES Act Recovery Assistance grant for the Sawmill Parkway Improvement Project.

**V.i Resolution No. 56-2021**

A resolution authorizing applications to the Ohio Department of Development Water and Wastewater Infrastructure Grant Program relating to the Huron Elevated Water Storage Tank Project.

**V.j Resolution No. 58-2021**

A resolution authorizing an agreement with Dot Diamond Core Drilling Inc. for street grinding/grooving on Sawmill Parkway.

**V.k Resolution No. 59-2021**

A resolution authorizing the Ohio Department of Transportation to complete bridge repairs at US Route 6 at SLM 16.64 over SR 2.

**VI. City Manager's Discussion**

**VII. Mayor's Discussion**

**VIII. For the Good of the Order**

**IX. Executive Session(s)** Executive session to consult with legal counsel regarding pending litigation.

**X. New Business (Cont.)**

**X.a Resolution No. 57-2021**

A resolution authorizing the City Manager to submit a Coastal Permits and Lease Application and a Submerged Land Lease Application to ODNR relating to the Showboat Property, and further authorizing the City Manager to enter into a Submerged Land Lease Agreement with ODNR for the use of submerged lands.

**XI. Adjournment**



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Ordinance No. 2021-30  
**DATE:** August 24, 2021

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### **Subject Matter/Background**

The redevelopment of Sawmill Creek is being partially financed through utilization of a Section 41 TIF, which refers to the establishing language within the Ohio Revised Code that outlines Tax Increment Financing parameters. One specific regulation with regards to a Section 41 TIF is that the City has to be included within the chain of title on the property. Therefore, this ordinance authorizes transfer, with immediate reconveyance to the original property owner, of all parcels subject to the TIF. In addition, the ordinance further authorizes an indemnification agreement between the parties.

### **Financial Review**

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

### **Legal Review**

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

### **Recommendation**

If Council is in agreement, a motion adopting Ordinance 2021-30 is in order.

[Ordinance No. 2021-30.docx](#)

[Ordinance No. 2021-30 Exhibit A.DOCX](#)

**ORDINANCE NO. 2021-30**

Introduced by Monty Tapp

**AUTHORIZING THE ACCEPTANCE OF A CONVEYANCE OF PARCELS OF REAL PROPERTY FROM SAWMILL CREEK LLC; APPROVING A RECONVEYANCE TO SAWMILL CREEK LLC AS PROVIDED BY SECTION 5709.41(B) OF THE OHIO REVISED CODE; AUTHORIZING A TRANSFER AND INDEMNIFICATION AGREEMENT IN CONNECTION WITH SUCH LAND TRANSFER; AND DECLARING AN EMERGENCY.**

**WHEREAS**, Sawmill Creek LLC, an Ohio limited liability company (the “Developer”), or its affiliates, is actively pursuing the development and redevelopment of certain real property located in the City of Huron, Ohio (the “City”), which real property is more particularly described on Exhibit A attached hereto (the “Property”); and

**WHEREAS**, the Developer desires to develop and redevelop the Property for a hotel and resort development (the “Project”), in accordance with the terms, conditions, covenants and warranties in the Development Agreement that has been previously authorized by the City; and

**WHEREAS**, the Project will be in furtherance of the City’s urban redevelopment activities, and accordingly the City anticipates providing project-based tax increment financing for the Project, to be authorized by a separate ordinance pursuant to Ohio Revised Code (“R.C.”) Section 5709.41; and

**WHEREAS**, in order to take the actions related to the tax-increment financing for the Project, the City must hold title to the Property prior to the adoption of the tax increment financing ordinance, pursuant to R.C. Section 5709.41(B); and

**WHEREAS**, the City wishes to accept conveyance of the Property from Sawmill Creek LLC and to reconvey such Property to Sawmill Creek LLC; and

**WHEREAS**, the City has determined that it is necessary and appropriate and in the best interest of the City to accept such conveyance and to reconvey the Property as described above; and

**WHEREAS**, in order to facilitate the conveyance and reconveyance, the City intends to enter into a Transfer and Indemnification Agreement; and

**WHEREAS**, Section 13 of Article VIII of the Ohio Constitution provides that it is in the public interest and proper public purpose for the City to support economic development and improve the economic and general well-being of the people of the City to create or preserve jobs and employment opportunities; and

**WHEREAS**, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance be immediately effective in order to



provide for the necessary improvements, and by reason thereof, this ordinance shall take effect forthwith upon its passage.

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

**Section 1.** Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.41(B), this Council hereby authorizes the acceptance of the conveyance of the Property to the City and approves the reconveyance of the Property to Sawmill Creek LLC.

**Section 2.** The City Manager is hereby authorized and directed, acting on behalf of the City, to accept the conveyance of the Property and to execute and deliver a quit claim deed reconveying the Property to Sawmill Creek LLC.

**Section 3.** The City Manager, Finance Director, Law Director, or any other officials of the City, as appropriate, are authorized and directed to sign any other documents, instruments or certificates, including but not limited to the Transfer and Indemnification Agreement, and take such actions as are necessary or appropriate to consummate or implement the actions described in or contemplated by this Ordinance.

**Section 4.** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including R.C. Section 121.22.

**Section 5.** For the reasons set forth in the last preamble hereto, this ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its passage and due authentication by the Mayor and the Clerk of the City Council.

ATTEST: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Sam Artino, Mayor

ADOPTED: \_\_\_\_\_

CERTIFICATE

The undersigned Clerk of Council hereby certifies that the foregoing is a true copy of Ordinance No. 30-2021 duly adopted by the Council of the City of Huron, Ohio on August 24, 2021.

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Clerk of Council  
City of Huron, Ohio

### DESCRIPTION OF PROPERTY

[illegible]

**TRANSFER AND INDEMNIFICATION AGREEMENT**  
**(Sawmill Creek .41 TIF)**

This Transfer and Indemnification Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Sawmill Creek LLC, an Ohio limited liability company (the “Owner”) or the “Indemnitor”), and the **City of Huron, Ohio**, a municipal corporation (the “City”).

**Recitals**

WHEREAS, the parties are undertaking the urban redevelopment of the real property described in Exhibit A (the “Project Site”); and

WHEREAS, to support that urban redevelopment, the City agreed to include the Project Site in a tax increment financing (“TIF”) area under Ohio Revised Code Section 5709.41; and

WHEREAS, in order to include the Project Site in that TIF area, the City must have acquired fee title to the Project Site while engaged in urban redevelopment and prior to the enactment by the City Council of the TIF ordinance under Ohio Revised Code Section 5709.41, and the Owner intends to transfer fee title to the Project Site to the City with the City then transferring that title to the Project Site to the Owner; and

WHEREAS, the parties desire to memorialize their agreement to convey the Project Site and protect the City against any liabilities that may occur as a result of the conveyance to the City and re-conveyance back to the Owner of the Project Site.

**Agreement**

NOW THEREFORE, in consideration of their mutual covenants set forth herein and their respective commitments for the urban redevelopment of the Project Site, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the foregoing and as follows:

Section 1.     Transfer. The Owner agrees to convey to the City title to the Project Site via limited warranty deed. The City hereby agrees to re-convey to the Owner or its designee title to the Project Site via quitclaim deed immediately following its acceptance of title to the Project Site.

Section 2.     Indemnification. The Indemnitor, jointly and severally, agrees to indemnify the City and hold harmless and defend the City from and against, and pay for, any and all costs, losses, liabilities, damages and expenses, including reasonable fees and expenses of attorneys, other than Excluded Liabilities (as defined herein), that are not offset by insurance proceeds and that are paid or incurred by the City as a result of or relating to the conveyance of the Project Site to the City by Indemnitor or the re-conveyance of the Project Site by the City to the Indemnitor or its designee, including but not limited to costs, losses, liabilities, damages, and expenses incurred due to claims of any violations of any local, state, or federal environmental rules, ordinances, acts,

laws or regulations. The City must give prompt notice to the Indemnitor of the assertion of any claim or the commencement of any suit, action or proceeding with respect to which indemnity may be sought hereunder, specifying, if known, the facts pertaining thereto and the amount or an estimate of the amount of the liability arising therefrom, provided, however, failure to give such notice does not relieve the Indemnitor of any liability hereunder (except to the extent the Indemnitor has suffered actual prejudice thereby). The Indemnitor has the right to participate in or assume the defense of any such suit, action or proceeding at its own expense, and the City has the right (but not the duty) to participate in the defense thereof, which will be at the Indemnitor's expense unless it has assumed the defense thereof. Whether or not the Indemnitor chooses to defend or prosecute any claim, the Indemnitor and the City will cooperate in the defense or prosecution thereof and will take all such actions as may be reasonably requested in connection therewith. "Excluded Liability" means any amount due under this section to the extent it is attributable to (i) the gross negligence or willful misconduct of the City or the failure of the City to perform any obligation required to be performed by the City as a condition to being indemnified hereunder, including without limitation, the settlement of any claim hereunder without the consent of the Indemnitor, or, to the extent the Indemnitor's ability to defend a claim is prejudiced materially, the failure of the City to give timely written notice to the Indemnitor of the assertion of the claim.

The Indemnitor also hereby agrees to forever acquit and discharge the City from any and all liabilities, damages, losses, costs, actions, manners of action, causes of action, claims and/or demands of any nature and description, both known and unknown, suspected and unsuspected, foreseen and unforeseen, and whether arising in law or in equity, and except for Excluded Liabilities, which result or may result in the future as a result of or relating to the conveyance of the Project Site to the City by the Indemnitor, or the re-conveyance of the Project Site by the City to the Indemnitor or its designee.

The Indemnitor must obtain the same release of the City as that contained in the immediately preceding paragraph from any other developer(s) with whom it co-develops the Project Site.

Section 3. Notices. All notices or other correspondence relating to this Agreement must be in writing (including e-mail or facsimile) and must be delivered or sent guaranteed overnight delivery, by facsimile or e-mail (to be followed by personal or overnight guaranteed delivery, if requested) or by postage prepaid registered or certified mail, return receipt requested, and will be deemed to be given for purposes of this Agreement on the date such writing is received by the intended recipient. Unless otherwise specified in a notice sent in accordance with this section, all communications in writing must be given to the parties at the following addresses:

As to the City:  
City of Huron, Ohio  
417 Main Street  
Huron, OH 44839  
Attn: City Manager

With a Copy to:  
City of Huron, Ohio  
417 Main Street  
Huron, OH 44839  
Attn: Law Director

As to the Owner:  
Sawmill Creek LLC  
[\_\_\_\_]  
Attn: [\_\_\_\_]

As to the Indemnitor:  
[\_\_\_\_]  
Attn: [\_\_\_\_]

Section 4. Successors; Assignment; Amendments, Changes and Modifications. This Agreement is binding upon the Indemnitor, the City and their respective successors in interest and the City and its successors in interest. This Agreement may not be assigned by the Indemnitor or the City without the prior written consent of the other. This Agreement may only be amended by written instrument executed by the City and the Indemnitor.

Section 5. Extent of Covenants; No Personal Liability. All obligations of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No such obligation will be deemed an obligation of any present or future member, officer, agent, or employee of any of the parties hereto in their individual capacity.

Section 6. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never formed a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

Section 7. Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument. Signatures transmitted or stored by facsimile or electronic means are deemed original signatures and duplicates are deemed original copies of this Agreement.

Section 8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties on this subject matter.

Section 9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

**SAWMILL CREEK LLC**, an Ohio limited liability company

**CITY OF HURON, OHIO**,  
a municipal corporation

By: \_\_\_\_\_  
[ ]

By: \_\_\_\_\_  
City Manager

[ ]

Approved as to form:

By: \_\_\_\_\_  
[ ]

\_\_\_\_\_  
Law Director



## **Exhibit A**

## **Legal Description**



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Ordinance No. 2021-31  
**DATE:** August 24, 2021

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### **Subject Matter/Background**

Ordinance 2021-31 authorizes and accepts replacement pages to the 2021 Codified Ordinances, as prepared by the Walter Drane Company, based on legislation adopted by City Council through July 13, 2021, as well as any changes made by the State pertaining to the Traffic Code and General Offenses Code during this same time period.

Upon adoption of this ordinance, the 2021 Codified Ordinances will be uploaded to the City website and replacement pages inserted into administrative hard copy versions. If any members of Council or Council Committee members retain the Codified Ordinances either electronically or in hard copy, please delete/discard and make the replacement with the update through July 31, 2021 Codified Ordinances.

### **Financial Review**

The matter has been reviewed and while there are no costs associated with the acceptance of the updated Codified Ordinances pages, there are costs associated with the preparation of these Ordinances by the Walter Drane Company which have been included in the 2021 Municipal Budget. Fees for this service are based on the number of pages that require revision, updating the internet version and the PDF, CD and hard copy.

### **Legal Review**

The matter has been reviewed by the administration, follows normal legislative procedure, and is properly before you. The Ohio Revised Code is modified several times during the year. These changes do not affect the codified ordinances until the City Council considers an ordinance adopting changes. Ratification of this legislation will allow local officers the ability to pursue charges under the updated code sections.

### **Recommendation**

If Council is in support of the request, a motion to adopt Ordinance 2021-31 is in order.

[Ordinance No. 2021-31.rtf](#)

## **ORDINANCE NO. 31-2021**

Introduced by Joel Hagy

### **AN ORDINANCE TO REVISE THE CODIFIED ORDINANCES BY ADOPTING CURRENT REPLACEMENT PAGES; AND DECLARING AN EMERGENCY.**

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, the City has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before Council;

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

**Section 1.** That the ordinances of the City of Huron, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the July 2021 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

**Section 2.** That the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law:

#### Traffic Code

301.183	Low-Speed Micromobility Device. (Added)
301.22	Pedestrian. (Amended)
331.37	Driving Upon Sidewalks, Street Lawns or Curbs. (Amended)
335.04	Certain Acts Prohibited. (Amended)
371.13	Operation of Personal Delivery Device on Sidewalks and Crosswalks. (Added)
371.14	Low-Speed Micromobility Devices. (Added)
373.10	Motorized Bicycle Operation. (Amended)
373.11	Electric Bicycles. (Amended)

### General Offenses Code

501.99	Penalties for Misdemeanors. (Amended)
505.071	Cruelty to Companion Animals. (Amended)
509.07	Making False Alarms. (Amended)
513.01	Drug Abuse Control Definitions. (Amended)
521.08	Littering and Deposit of Garbage, Rubbish, Junk, Etc. (Amended)
525.13	Interfering with Civil Rights. (Amended)
529.01	Liquor Control Definitions. (Amended)
533.08	Procuring; Engagement in Sexual Activity for Hire. (Amended)
533.09	Soliciting. (Amended)
533.091	Loitering to Engage in Solicitation. (Amended)
533.10	Prostitution. (Amended)
537.02	Vehicular Homicide and Manslaughter. (Amended)
549.02	Carrying Concealed Weapons. (Amended)
549.06	Unlawful Transactions in Weapons. (Amended)

**Section 3.** The complete text of the Traffic and General Offenses Code sections listed above are set forth in full in the current Codified Ordinances. New material contained therein is published at length in the Huron Codified Ordinances as provided in Section 3.05(2) of the Charter and no further publication shall be necessary.

**Section 4.** 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 Ohio R.C. 121.22.

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the residents of the City of Huron, Ohio, and for the further reason that there exists an imperative necessity for the earliest publication and distribution of current replacement pages to the Codified Ordinances to the officials and residents of the City, so as to facilitate administration, daily operation and avoid practical and legal entanglements; wherefore, this Ordinance shall be in full force and effect from and immediately following its adoption.

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Sam Artino, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_



**TO:** Mayor Artino and City Council  
**FROM:** Cory Swaisgood , Finance Director  
**RE:** Resolution No. 52-2021  
**DATE:** August 24, 2021

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### **Subject Matter/Background**

The Ohio Revised Code requires the State Auditor's Office to perform an annual financial audit of the City's financial statements. The audit was performed by an independent auditing firm the past 5 years. The State Auditor is performing the City's audit for 2020.

The statements were prepared and timely submitted to the State Auditor in May. The State Auditor is expected to complete the audit in September and release the report in October. Council will receive the final report and management letter, similar to past years.

### **Financial Review**

This resolution is necessary due to the potential cost exceeding the purchasing threshold of \$25,000. The letter of agreement is attached with the audit cost not to exceed \$27,716. This cost is approximately \$1,500 more than the 2019 audit due to the City needing a federal single audit for the 2020 fiscal year. The City received over \$750,000 in federal funds which requires additional auditing by the State Auditor.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement, a motion adopting Resolution 52-2021 is in order.

[Resolution No. 52-2021.docx](#)

[Resolution No. 52-2021 Exhibit A.pdf](#)

**RESOLUTION NO. 52-2021**

Introduced by Mark Claus

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO, OFFICE OF THE AUDITOR FOR AN ANNUAL AUDIT FOR CALENDAR YEAR 2020 IN AN AMOUNT NOT TO EXCEED TWENTY-SEVEN THOUSAND SEVEN HUNDRED SIXTEEN AND 00/100 DOLLARS (\$27,716.00).**

WHEREAS, the Director of finance has recommended an agreement with the State of Ohio, Office of the Auditor in an amount not to exceed Twenty-Seven Thousand Seven Hundred Sixteen and 00/100 (\$27,716.00); and

WHEREAS, pursuant to Ohio Revised Code Section 117.11, the auditor of the state shall audit each public office annually.

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

**SECTION 1:** That Council hereby authorizes the City Manager to enter into an agreement with the State of Ohio, Office of the Auditor for the annual audit for Calendar Year 2020 in an amount to exceed Twenty-Seven Thousand Seven Hundred Sixteen and 00/100 Dollars (\$27,716.00), a copy of which is attached hereto as Exhibit A.

**SECTION 2:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

\_\_\_\_\_  
Sam Artino, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_

# OHIO AUDITOR OF STATE KEITH FABER



One Government Center, Suite 1420  
Toledo, Ohio 43604-2246  
(419) 245-2811 or (800) 443-9276  
NorthwestRegion@ohioauditor.gov

## ENGAGEMENT LETTER

August 5, 2021

Cory Swaisgood, Finance Director  
City of Huron

This engagement letter describes the arrangement between the City of Huron, Huron County, Ohio (the City) and the Auditor of State including the objective and scope of the services we will provide, the City's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the City's audit requirements.

### Summary of Services

We will audit the City's basic financial statements as of and for the year ended December 31, 2020. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of an audit is to express our opinion concerning whether the basic financial statements and related notes present fairly, in all material respects, the City's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We expect to deliver our report on or about October 29, 2021.

We will audit to form an opinion on the basic financial statements. We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

### Engagement Team

The engagement will be led by:

- \* Jonathan A. Lawless, CFE, Chief Auditor, and Brian L. Leckey, Assistant Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- \* Bradley L. Zura, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- \* Joseph W. Weininger, Audit Manager, who will be responsible for on-site administration of our services to you.

### The Auditing Process

#### Our Responsibilities:

The *Summary of Services* above describes our responsibilities for the City's basic statements and other financial information.



We will conduct our audit in accordance with U.S. generally accepted auditing standards (GAAS) and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards*, the Single Audit Act Amendments of 1996, and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Those standards require that we plan and perform the audit to reasonably assure that the financial statements are free of material misstatement.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We may limit certain procedures to selective testing of data. Therefore we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud *may* exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, noncompliance may have occurred. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or noncompliance that come to our attention.

Our evaluation of internal control may provide evidence of waste or abuse. Because the determination of waste and abuse is subjective, we are not required to perform specific procedures to detect waste or abuse. If we detect waste or abuse, we will determine whether and how to communicate such matters.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

**Your Responsibilities and Identification of the Applicable Reporting Framework:**

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America. This includes compliance with Ohio Admin. Code § 117-2-01 which requires designing, implementing and maintaining internal controls relevant to preparing and fairly presenting financial statements free from material misstatement whether due to fraud or error.
2. Providing us with:
  - a. Access to all information of which management is aware that is relevant to preparing and fairly presenting the financial statements such as records, documentation, and other matters;
  - b. Written representations as part of the engagement, from management and/or attorneys, understanding separate legal fees from attorneys may result;
  - c. Additional information that we may request from management for the audit; and
  - d. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.

4. Preparing supplementary information (including the Schedule of Expenditures of Federal Awards) in accordance with the applicable criteria.
  - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
  - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.
5. Reporting fraud and noncompliance of which you are aware to us.
6. Making available to the auditor draft financial statements and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline.
7. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
8. Designing and implementing programs and controls to prevent and detect fraud.

***You should not rely on our audit as your primary means of detecting fraud.***

## **Compliance with Laws and Regulations**

### **Our Responsibilities**

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the City's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

### **Your Responsibilities:**

Management and those charged with governance are responsible for:

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the City.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the City (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

## **Internal Control**

### **Our Responsibilities:**

As a part of our audit, we will obtain an understanding of your City and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses.

In assessing risk, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of opining on the effectiveness of the City's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

### **Your Responsibilities:**

Design, implement and maintain internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

### **Your Responsibility for Service Organizations:**

Service organizations are other governmental entities, organizations, or companies that provide services to you, as the user City, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your City's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your City uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls* Report (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT Section 801, *Reporting on Controls at a Service Organization* for service organization reports dated prior to May 1, 2017 and AT-C Section 320, *Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting* for service organization reports dated on or after May 1, 2017 discuss the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

***You are responsible for informing our staff of the service organizations your City uses, and for monitoring these service organizations' performance.***

Service organizations of which we are aware are:

- Erie County Auditor and Treasurer which assess, bill, collect, and distribute property taxes on behalf of the City;
- Regional Income Tax Agency (RITA) which process income taxes on behalf of the city; and
- Change Healthcare Technology Enabled Services, which processes your City's emergency medical service billing services.

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SOC 1(or AUP) report are:

- Regional Income Tax Agency (Rita) which process income taxes on behalf of the city; and

- Change Healthcare Technology Enabled Services, which processes your City's emergency medical service billing services.

Without an acceptable SOC 1 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your City's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your City's financial statements. You are responsible for communicating the need for a SOC 1 or AUP report to these service organizations.

## **Additional Responsibilities and Reporting Under the Uniform Guidance**

### *Our Responsibilities:*

For grant funding subject to the Uniform Guidance, as the Guidance requires, we will test controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Additionally, the Uniform Guidance requires that we also plan and perform the audit to reasonably assure whether the auditee has complied with applicable federal statutes, regulations, and terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could directly and materially affect each of your major programs.

In accordance with the Uniform Guidance, we will prepare the following report:

### *Independent Auditor's Report on Compliance with Requirements Applicable To the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance*

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

### *Your Responsibilities:*

You are responsible for identifying federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Expenditures of Federal Awards and accompanying notes.

For grant funding subject to the Uniform Guidance, you are required to establish and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Schedule of Expenditures of Federal Awards. Additionally, you are responsible for evaluating and monitoring noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships and contractor relationships (previously known as vendor relationships), when the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for completing your City's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in an 85% text searchable PDF format for your City's single audit submission of the reporting package to the Federal Audit Clearinghouse.

## **Representations from Management**

### **Your Responsibilities**

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles, and the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance;
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the City's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net position and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Expenditures of Federal Awards.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements* include the related footnotes and required and other supplemental information).

## **Communication**

### **Our Responsibilities**

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;

- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Identified Misstatements (if any) at the conclusion of our audit.

### **Terms and Conditions Supporting Fee**

As a result of our planning process, the City and the Auditor of State have agreed to an approach designed to meet the City's objectives for an agreed-upon fee, subject to the following conditions.

#### **Our Responsibilities:**

In providing our services, we will consult with the City regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the City will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Engagement Letter*.

#### **Your Responsibilities:**

The City will provide in a timely manner all financial records and related information to us, an initial list of which has been furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the City is unable to provide these schedules, information and assistance, the Auditor of State and the City will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Engagement Letter*.

#### **Confidential Information:**

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The City (the public office) should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

### **Fee**

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$27,716.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds.

### **Reporting**

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. We cannot assure you that we will issue an unmodified opinion. Circumstances may arise in which it is necessary for us to modify our opinion, add an other matters or emphasis-of-matter paragraph or withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with Government Auditing Standards on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

### **Access to Our Reports and Working Papers**

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

*Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:*

This report only describes the scope of our internal control and compliance testing and our testing results, and does not opine on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

*Independent Auditor's Report on Compliance with Requirements Applicable to the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:*

This report only describes the scope of our internal control compliance tests and the results of this testing based on Uniform Guidance requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

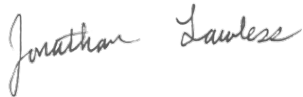
### **Peer Review Report**

As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at [https://ohioauditor.gov/publications/Peer\\_Opinion.pdf](https://ohioauditor.gov/publications/Peer_Opinion.pdf). Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of pass.

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Brad Zura, Senior Audit Manager, at 800-443-9276.

Sincerely,

KEITH FABER  
Auditor of State



Jonathan A. Lawless, CFE  
Chief Auditor, Northwest Region

Attachment

cc: Mayor  
Finance Director  
City Manager  
City Council / Audit Committee

\_\_\_\_\_  
ACCEPTED BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE



**2CFR Part 200 REPORTING PACKAGE**

2CFR Part 200 Ref.	Item	Responsibility	
		Auditee	Auditor
.508(b); .510(a)	Financial Statements	✓	
.515(a)	Report (opinion) on financial statements		✓
508(b); .510(b)	Schedule of Expenditures of Federal Awards	✓	
.515(a)	Report ("in-relation-to" opinion) on Schedule of Expenditures of Federal Awards		✓
.515(b)	Report on Compliance and Internal Controls - Financial Statements		✓
.515(c)	Report on Compliance and Internal Controls - (Major) Federal Awards		✓
.515(d)	Schedule of Findings and Questioned Costs <sup>1</sup>		✓
.508(c); .511(a),(b)	Schedule of Prior Audit Findings <sup>4</sup>	✓	
.512(a), (b)	Data Collection Form <sup>2</sup>	✓	✓
.511(c)	Corrective Action Plan <sup>3</sup>	✓	

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<sup>1</sup> Required in all cases

<sup>2</sup> You may only submit the reporting package and Data Collection Form electronically. The reporting package will be uploaded and submitted along with the Data Collection Form. The Federal Audit Clearinghouse will distribute the required reporting packages to the Federal agencies per Section \_\_.512(g) of the Uniform Guidance, if the audit requires distribution to a Federal-funding agency. Complete the auditee certification process and submit the single audit reporting package and the Data Collection Form electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

<sup>3</sup> Required for any GAGAS level or UG findings

**SAMPLE  
AMENDMENT #\_\_\_ TO ENGAGEMENT LETTER**

[Date]

[ENGAGEMENT LETTER ADDRESSEE]

Dear \_\_\_\_\_:

The engagement letter dated \_\_\_\_\_ between the Auditor of State and the City is hereby amended to reflect the following:

	Description of / Causes for Amendment	Estimated Fee Effect
1		
2		
3		
4		
	Total this amendment	\$0.00
	Previous fee estimate	
	Revised fee estimate	\$0.00

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call \_\_\_\_\_ at \_\_\_\_\_.

Sincerely,

KEITH FABER  
Auditor of State

[Name of Chief Auditor]  
Chief Auditor, [Name] Region

cc: [Engagement Letter cc's]

\_\_\_\_\_  
ACCEPTED BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

## ALLEY/STREET VACATION PETITION

DATE June 17, 2021

HONORABLE MAYOR AND COUNCIL, CITY OF HURON, OHIO:

We, the undersigned, being owners of property abutting the requested

Sawmill Parkway vacation shown on the attached plat, respectfully petition  
(street/alley)

your Honorable Body to vacate the Sawmill Parkway described as:  
street/alley

Approximately the southeastern most 400 feet of sawmill parkway right of way.

Being further described as abutting the following described LOTS (PINs) in  
the SUBDIVISION of:

Ex. Lots XX in Grand Forest Beach Allotment

Parcel 42-02021.000 Ardagh Metal Beverage USA

Certification: By signing this petition, I (we), have confirmed that it is true and correct. I (we) understand that there is no guarantee of vacation. The vacation petition will be processed in accordance with Ohio Revised Code Section 723.04.

Section 723.04 | Change of name, vacating, or narrowing streets on petition

*The legislative authority of a municipal corporation, on petition by a person owning a lot in the municipal corporation praying that a street or alley in the immediate vicinity of such lot be vacated or narrowed, or the name thereof changed, upon hearing, and upon being satisfied that there is good cause for such change of name, vacation, or narrowing, that it will not be detrimental to the general interest, and that it should be made, may, by ordinance, declare such street or alley vacated, narrowed, or the name thereof changed. The legislative authority may include in one ordinance the change of name, vacation, or narrowing of more than one street, avenue, or alley. The original ordinance or a certified copy thereof shall be recorded in the official records of the county recorder.*

OWNER(S)

PROPERTY ADDRESS/PIN

SIGNATURE(S)

Ardagh Metal Packaging

1608 Sawmill Pkwy, Huron, OH, 44839

Michael Paxton

Name of Contact Person M.Paxton

Mailing Address 2520 Lively Blvd,Elk Grove Village,IL,60007

Phone No. (Home) (847) 989-3603 (Business) (847) 989- 3603

06/21/2021  
(date)

*Michael Paxton*  
(Signature of Contact Person)

-----  
**OFFICE USE ONLY**



## Erie County GIS



Notes

EXHIBIT 2



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 53-2021  
**DATE:** August 24, 2021

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### **Subject Matter/Background**

To assist Ardagh with the redevelopment of the former IAC site, the company approached the City to vacate the last segment of Sawmill Pkwy. The stretch of road, which does not serve any public purpose, will be used as additional land for re-development of the site. In addition, the City has long sought a cul-de-sac at the end of Sawmill Pkwy, however, it lacked sufficient land to build it. As part of the vacation, Ardagh is transferring a portion of its land back to the City to establish sufficient right-of-way to construct a turn around at the end of Sawmill Pkwy.

### **Financial Review**

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

### **Legal Review**

If Council is in agreement, a motion adopting Resolution 53-2021 is in order.

### **Recommendation**

[Resolution No. 53-2021.doc](#)

[Resolution No. 53-2021 Exhibit A.doc](#)

**RESOLUTION NO. 53-2021**

Introduced by Cristine Crawford

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONDITIONAL VACATION AGREEMENT WITH ARDAGH METAL BEVERAGE USA INC. PURSUANT TO THEIR PETITION TO THE CITY OF HURON REQUESTING VACATION OF A PORTION OF SAWMILL PARKWAY ADJACENT TO ERIE COUNTY PERMANENT PARCEL NUMBER 42-02021.000 CONTAINING APPROXIMATELY 0.4225 ACRES.**

**WHEREAS**, Ardagh Metal Beverage USA Inc. has executed a Petition in accordance with Ohio Revised Code §723.04, et seq. requesting that the city vacate a portion of Sawmill Parkway in the City adjacent to Erie County Permanent Parcel No. 42-02021.000 containing approximately 0.4225 acres; and

**WHEREAS**, Ardagh Metal Beverage USA Inc. owns the fee simple interest in Erie County Permanent Parcel No. 42-02021.000; and

**WHEREAS**, the parties desire to enter into this Agreement, which conditions any proposed vacation on the approval of the City in accordance with the Ohio Revised Code as set forth in Section 7 hereof.

**WHEREAS**, in order to memorialize the terms of the transaction, a Conditional Vacation Agreement has been agreed to by the parties.

**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 Conditional Vacation Agreement with Ardagh Metal Beverage USA Inc. relating to their petition requesting vacation of a portion of Sawmill Parkway, which agreement shall be in substantially the form of Exhibit "A" attached hereto and made part hereof.

**SECTION 2.** That this Council 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 its committees, if any, which resulted in formal actions, were taken in meetings open to the public in full compliance with the law, including Section 121.22 of the Revised Code.



**SECTION 3.** That this Resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.

---

Sam Artino, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_

**CONDITIONAL VACATION AGREEMENT**

*(Sawmill Parkway, Huron, Ohio)*

THIS CONDITIONAL VACATION AGREEMENT (this "Agreement"), made and entered into, by and among **The City of Huron, Ohio**, an Ohio municipal corporation (herein called "City"), and **Ardagh Metal Beverage USA Inc.**, a Delaware corporation (which with its successors and assigns is herein called "Ardagh"), is to EVIDENCE THAT:

**RECITALS:**

WHEREAS Sawmill Parkway become a dedicated road in the City pursuant to a certain plat for the Sawmill Park Subdivision No. 1 dated September 8, 1975 and recorded with the Erie County Recorder's Office on May 20, 1975 as Volume 22, Pages 31 of the Plat Records of Erie County (the "Original Plat");

WHEREAS the Ardagh has executed a Petition ("Petition") in accordance with Ohio Revised Code §723.04, et. seq. requesting that the City vacate a portion of Sawmill Parkway right-of-way in the City (adjacent to Erie County Permanent Parcel Number 42-02021.000) containing approximately 0.4225 acres and as shown as "Parcel C" on the Sawmill Parkway Right of Way Dedication and Vacation Plat attached hereto as Exhibit A and incorporated herein by reference (herein called "Parcel C");

WHEREAS Ardagh owns the fee simple interest the property known as Permanent Parcel Number 42-02021.000 adjacent to "Parcel C";

WHEREAS, the City of Huron owns the fee simple interest in "Parcel C";

WHEREAS, the parties desire to enter into this Agreement, which conditions any proposed vacation on the approval of the City in accordance with the Ohio Revised Code as set forth Section 6S hereof.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals/Defined Terms. The RECITALS set forth above are expressly incorporated into, and made a part of, this Agreement as if fully rewritten herein.

2. Proposed Vacation. The proposed vacation of Parcel C, is shown as "Parcel C" on the Sawmill Parkway Right of Way Dedication and Vacation Plat attached hereto as Exhibit A and incorporated herein by reference as may be approved by the City and Erie County.

3. Material Terms. Subject to the terms and conditions of Section 6 of this Agreement, the parties hereto agree as follows:

- (a) Ardagh acknowledges and agrees that, pursuant to §1121.05(f) of the Codified Ordinances of the City ("Ordinances"), that the current zoning district adjoining the sides of Sawmill Parkway shall be extended automatically, to include the right of way that vacated, and such lands shall be subject to our regulations of the extended district or districts.

- (b) Ardagh acknowledges and agrees that to the extent the relocation of any conduits, cables, wires, towers, poles, sewer lines, steam lines, pipelines, gas and water lines, tracks, or other equipment or appliances of any railroad or public utility, whether owned privately or by any governmental authority, located on, over, or under the portion of lands affected by such vacation, is not required for purposes of the City, any affected public utility shall be deemed to have a permanent easement in such vacated portion or excess portion of such street, alley, or highway for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities.
- (c) Ardagh expressly stipulates to the vacated lands shall pass to Ardagh exclusively, whom is the owner of the fee simply interests of lands adjacent and contiguous to Parcel C. Subject to the provisions of Section 6 hereof, upon vacation of the relevant lands by the City, Ardagh shall be vested with a fee simple interest in the width of the strip of land which formerly comprise the dedicated road subject, however, to those rights that other owners may have in the alley as a necessary means of access to their properties (if any).
- (d) Ardagh acknowledges and agrees that this Agreement shall serve as its written consent to such proposed vacation pursuant to Ohio Revised Code §723.06 (such that published notice of same shall not be required pursuant to Ohio Revised Code §723.07).
- (e) To the extent the City elects to approve the proposed vacation (subject to the provisions of Section 6 hereof), the vacation of Parcel C, which has been dedicated to public use, shall, to the extent to which it is vacated, operate as a revocation of the acceptance thereof by the City, but the right of way and easement therein of any lot owner shall not be impaired by such City action.
- (f) The costs associated with all engineering and surveying, and preparation of all schematics, drawings, lot split and consolidation plat(s), and the Sawmill Parkway Right of Way Dedication and Vacation Plat shall be borne by the City.
- (g) The costs associated with all title work, including title searches and Commitment fees, costs of title premiums, conveyance fees (if any), and recordation costs shall be borne by the City.
- (h) Ardagh acknowledge and agree that they will be accepting the lands status post-vacation in their current **“AS IS, WHERE IS, WITH ALL FAULTS”** condition without any oral, written, express, or implied representations, warranties or guarantees by the City as to the quality or physical or environmental condition of the land(s) being vacated. But for the inclusion of the provisions of this Section 3(h), the City would not have entered into this Agreement. The provisions of this Section 3(h) shall survive consummation of this Agreement.
- (i) Ardagh acknowledges and agrees that no remuneration or other financial consideration is being paid by any party to the Agreement to or from any other party to same, and no additional consideration is required of any party hereto other than the mutual promises being made herein (the sufficiency of which is acknowledged by all parties hereto).
- (j) The City shall determine what public utilities, public infrastructure, and physical improvements require modification, removal, elimination, or other attention, if any, and

whether one or more easements, conditions or reservations are to be reserved for by the City for public purposes. The City, at its sole cost and expense, shall bear all costs associated with infrastructure changes and preparation of one or more easements, conditions or reservations that may be required by the City.

(k) The City Planning Commission shall be consulted on the proposed vacation of Parcel C.

4. Duration. This Agreement shall “run with the land” and the rights granted herein shall continue in full force and effect in perpetuity for all purposes not inconsistent with the purposes of this Agreement.

5. Cost of Modification to Improvements. The cost of any maintenance, repair and/or replacement of the physical, non-natural improvements to the lands to be vacated, and/or modification, removal, elimination, or other attention to any and all non-natural improvements thereon or to be constructed thereon, as determined by the City in the City’s sole and absolute discretion, shall be at City’s sole cost and expense.

6. Assignment. No party may assign its rights under this Agreement to any other person or party without the consent of all other parties.

7. Conditions Precedent. This Agreement, and the obligation(s) and performance of the parties relating to the proposed vacation as requested by Ardagh, is expressly conditioned upon:

- (a) the Council of the City determining, after public hearing and after determining there is good cause for such vacation, and that the proposed vacation will not be detrimental to the general interest, if at all, in accordance with Ohio Revised Code §723.04. For avoidance of doubt, in the event the City determines after public hearing that there is insufficient good cause to permit the vacation, or if the City determines that the proposed vacation will be detrimental to the general interest, and thereby fails to pass an Ordinance permitting the vacation, then this Agreement shall automatically terminate and be of no further force or effect whatsoever;
- (b) the City Engineering inspecting Parcel C to determine what public utilities, public infrastructure, and physical improvements require modification, removal, elimination, or other attention, if any, and whether one or more easements, conditions or reservations are to be reserved for by the City for public purposes, and the City being amenable to infrastructure changes, if any, both substantively and the estimated and actual costs relating to same;
- (c) the City determining, by and through a title company of the City’s choosing, that the vacated lands may will qualify for title insurance (if later elected by Ardagh) and that Parcel C may be insured post-vacation; and
- (d) that, upon completion of the vacation by Ordinance and after public hearing as required by Ohio law, the original Ordinance shall be recorded in the official records of the Erie County Recorder.

**DOCUMENT  
CONTINUED  
ON  
NEXT  
PAGE**

8. Miscellaneous. The City, on behalf of itself and its successors and assigns, represents, covenants and warrants that the title of the lands to be vacated are held by the City in fee simple except for taxes and assessments which are a lien but not yet due and payable, zoning restrictions and easements and restrictions of record which do not materially impair any rights granted under this Agreement or materially restrict the exercise of any rights hereunder. This Agreement and the easements (if any) and rights granted hereunder are and shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns and the same shall run with the land.

IN WITNESS WHEREOF, City and Ardagh have hereunto set their hands to this Agreement to be effective as of the date set forth below.

The City of Huron, Ohio  
DRAFT – DO NOT SIGN

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

"City"

Ardagh Metal Beverage USA Inc.  
DRAFT – DO NOT SIGN

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

"Ardagh"

D-R-A-F-T

**EXHIBIT A**

(Sawmill Parkway Right of Way Dedication and Vacation Plat)

DRAFT



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 54-2021  
**DATE:** August 24, 2021

---

### **Subject Matter/Background**

The Ohio Public Works Commission provides funding opportunities for local resurfacing projects. The City has previously been successful in obtaining funding, whether it be grant or low interest loans, for the paving of Jim Campbell Blvd and the Rye Beach neighborhood.

This Resolution authorizes a grant application to OPWC seeking repaving of S. Oakhurst and parts of Wilbor Avenue. Oakhurst, specifically, is in critical condition based on the City's previous pavement conditions rating.

### **Financial Review**

These roads are in need of repair/replacement and a grant, loan or combination of both from OWPC will expedite construction. Local funds cannot fully support construction on these roads in the near future due to major road improvements on US6 and Berlin Road.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement, a motion adopting Resolution 54-2021 is in order.

[Resolution No. 54-2021.doc](#)

**RESOLUTION NO. 54-2021**

Introduced by Christine

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED RELATIVE TO THE OAKHURST COURT AND WILBOR AVENUE ROADWAY IMPROVEMENT PROJECT.**

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the City of Huron is planning to make capital improvements to make roadway improvements to Oakhurst Court and Wilbor Avenue in the City of Huron, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

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

**SECTION 1.** That the City Manager is hereby authorized to apply to the OPWC for funds as described above.

**SECTION 2.** That the City Manager is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

**SECTION 3.** That this resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.

---

Sam Artino, Mayor

Attest: \_\_\_\_\_

Clerk of Council

Adopted: \_\_\_\_\_





**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 55-2021  
**DATE:** August 24, 2021

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### **Subject Matter/Background**

The City sought a financing strategy for the repaving of Sawmill Parkway that included seeking funding specific to economic development programs. Specifically, the administration sought funding from both state and federal programs. In addition to the existing \$1.25 million already awarded from the State, this resolution accepts an award for an additional \$2 million in funding from the Federal Economic Development Administration (EDA).

Once awarded, Sawmill Parkway's reconstruction will be substantially paid for utilizing grant dollars, freeing up anticipated TIF proceeds for other capital and land acquisition projects along the western gateway.

### **Financial Review**

This resolution formally authorizes acceptance of the \$2 million EDA grant and complies with State budgetary laws to properly budget for receipt of the grant.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement, a motion adopting Resolution 55-2021 is in order.

[Resolution No. 55-2021 Exhibit 1.pdf](#)  
[Resolution No. 55-2021 Exhibit A.pdf](#)  
[Resolution No. 55-2021.doc](#)



**U.S. DEPARTMENT OF COMMERCE**  
**Economic Development Administration**  
**CHICAGO REGIONAL OFFICE**  
230 SOUTH DEARBORN Street  
CHICAGO, ILLINOIS 60604-1512

In reply refer to:  
Investment No.: 06-79-06333

Matt Lasko  
City Manager  
City of Huron  
417 Main Street  
Huron, OH 44839-1652

Dear Mr. Lasko:

I am pleased to inform you that the U.S. Department of Commerce's Economic Development Administration (EDA) has approved your application for a \$2,000,153 EDA investment from the Economic Adjustment Assistance – FY 2020 CARES Act Supplemental Notice of Funding Opportunity for the Sawmill Parkway Improvement Project.

Attached is the Financial Assistance Award. Your agreement to the terms and conditions of the award should be indicated by the signature of the authorized representative. The executed award should be returned to [sbrehm@eda.gov](mailto:sbrehm@eda.gov) and [gfigliulo@eda.gov](mailto:gfigliulo@eda.gov). If not signed and returned within 30 days of receipt, EDA may declare the Award null and void.

Upon receipt of this letter please contact Jerry Figliulo, Construction Project Manager, at 708-490-8431 or [gfigliulo@eda.gov](mailto:gfigliulo@eda.gov), to schedule your mandatory post-award conference. The award conference must be scheduled no later than 30 days after award.

The Department of Commerce Office of Inspector General requires that all recipients of awards under the FY 2020 CARES Act Supplemental Notice of Funding Opportunity participate in Fraud Awareness Training. All personnel at your organization responsible for overseeing contractors, sub-contractors, sub-grantees, or who are otherwise responsible managing your organization's finances are required to take the training. This requirement is satisfied by reading and understanding the attached PowerPoint presentation. Once you and the appropriate personnel at your organization have completed the training, please return signed copies of the certification page (page 38) to EDA within 60 days of receipt.

Please do not make any commitments in reliance on this award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of EDA in accordance with its regulations and requirements will be at your own risk.

EDA's mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA implements this mission by making strategic investments in the nation's most economically distressed communities that encourage private sector collaboration and creation of higher-skill, higher wage jobs. EDA investments are results driven, embracing the principles of technological innovation, entrepreneurship, and regional development.

I share your expectations regarding the impact of this investment and look forward to working with you to meet the economic development needs of your community.

Sincerely,

Susan M. Brehm  
Regional Director

FORM CD-450 (REV. 10/18)		U.S. DEPARTMENT OF COMMERCE		GRANT      COOPERATIVE AGREEMENT	
FINANCIAL ASSISTANCE AWARD				FEDERAL AWARD ID NUMBER	
RECIPIENT NAME				PERIOD OF PERFORMANCE	
STREET ADDRESS				FEDERAL SHARE OF COST \$	
CITY, STATE, ZIP CODE				RECIPIENT SHARE OF COST \$	
AUTHORITY				TOTAL ESTIMATED COST \$	
CFDA NO. AND NAME					
PROJECT TITLE					
<p>This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.</p> <p>DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (NOVEMBER 2020)</p> <p>R &amp; D AWARD</p> <p>FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE</p> <p>SPECIFIC AWARD CONDITIONS</p> <p>LINE ITEM BUDGET</p> <p>2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101</p> <p>48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES</p> <p>MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.</p> <p>OTHER(S): _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER				DATE	
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE	

SPECIFIC AWARD CONDITIONS  
U.S. DEPARTMENT OF COMMERCE (DOC)  
Economic Development Administration (EDA) (“Government”)

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**CONSTRUCTION PROJECTS:** Public Works and Economic Adjustment Assistance  
under Sections 201 and 209 of the Public Works and Economic Development Act (PWEDA)  
as amended, 42 U.S.C. §§ 3141 and 3149

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<b>Project Title:</b> Sawmill Parkway Improvement Project	
<b>Recipient Name:</b> City of Huron	<b>Project Number:</b> 06-79-06333

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this Project should be consistent with this *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

The *Authorized Scope of Work* for this project is as follows:

The project consists of improvements to Sawmill Parkway in the City of Huron, Ohio to serve an existing industrial park. Improvements include: Replacement of 3,800 LF x 32 feet wide 2 lane Sawmill Parkway, 42 driveway apron repairs (up to the property line), 400 LF 12 inch watermain, 1,737 LF 18 inch and 12 inch storm sewers, 7,670 LF underdrains, traffic markings, soil erosion and control, and all related appurtenances. All dimensions are approximate.

2. The Recipient’s Representative is:

Matt Lasko City Manager Phone: 419-433-5000, Ext. 1102 Email: <a href="mailto:matt.lasko@huronohio.us">matt.lasko@huronohio.us</a>	City of Huron 417 Main Street Huron, OH 44839-1652
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3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Susan M. Brehm Regional Director Phone: 312-789-9749 Email: <a href="mailto:sbrehm@eda.gov">sbrehm@eda.gov</a>	Economic Development Administration Chicago Regional Office 230 South Dearborn Street, Suite 3280 Chicago, IL 60604
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4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Dennis Foldenauer Area Director Phone: 312r-789-9754 Email: <a href="mailto:dfoldenauer1@eda.gov">dfoldenauer1@eda.gov</a>	Economic Development Administration Chicago Regional Office 230 South Dearborn Street, Suite 3280 Chicago, IL 60604
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5. The EDA Construction Project Manager is responsible for day-to-day administration of the Award; liaises with the Recipient and receives all reports and payment requests. The EDA Construction Project Manager is:

Jerry Figliulo Construction Project Manager Phone: 708-490-8431 Email: <a href="mailto:gfigliulo@eda.gov">gfigliulo@eda.gov</a>	Economic Development Administration Chicago Regional Office 230 South Dearborn Street, Suite 3280 Chicago, IL 60604
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6. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award form (Form CD-450) the following additional documents are included with and considered to be part of the Award's terms and conditions:

- A Recipient's final completed Application (this item not enclosed in this Award package);
- EDA Standard Terms and Conditions for Construction Projects (March 22, 2021);
- Any other plans, schedules, or documents included in the original application, including subsequently submitted documentation, attached hereto, not already captured in other documents (if applicable, named in Attachment 1).

If there is a discrepancy among these documents, the Specific Award Conditions (this document) and associated attachments hereto shall control.

7. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project development time schedule:

Return of Executed Financial Assistance Award	30 days from <i>Date of Award</i>
Return of OIG Fraud Awareness Training Certificate.....	60 days from <i>Date of Award</i>
Start of Construction.....	18 months from <i>Date of Award</i>
Construction Completed.....	48 months from <i>Date of Award</i>
Authorized Award End Date.....	52 months from <i>Date of Award</i>

The Recipient shall diligently pursue the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event that could substantially delay meeting any of the proscribed time limits for the Project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA's taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.339 – 200.343.

8. **CONSTRUCTION COMPLETION:** In keeping with prudent grants management policy, EDA construction projects must be completed within five years from the date the Form CD-450 is signed by the Grants Officer. If construction is not completed by this date and the Grants Officer determines, after consultation with the Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously, this Award may be terminated. Extensions beyond the five-year project period are exceedingly rare and can be authorized only by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule set forth in provision 7 above.

9. **PROJECT REPORTING AND FINANCIAL DISBURSEMENTS:**

- A. Award Disbursements: **Reimbursement basis only.** EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs incurred, after all preconditions set forth in these Specific Award Conditions have been met.

The "Request for Reimbursement" (Form SF-271 or any successor form) is used to request a disbursement, which must be approved in writing by the Project Officer.

Please note that prior to the initial disbursement, the Recipient must complete the Form SF-3881 (or any successor form) "ACH Vendor/Miscellaneous Payment Enrollment Form" and submit it to NOAA's Accounting Office by FAX at (301) 528-3675. (FAX is required to secure confidentiality of sensitive information.) The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

- B. Project Progress Reports: The Recipient shall submit project progress reports to the Construction Project Manager on a quarterly basis for the periods ending **December 31, March 31, June 30, and September 30**, or any portion thereof until the final grant payment is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Construction Project Manager and discussed during the project kick-off meeting. Reports are due no later than 30 days following the end of the quarterly period. The final report is due no later than 120 days after the Authorized Award End Date.

Financial Reports: The Recipient shall submit a "Federal Financial Report" (Form SF-425) on a semi-annual basis for the periods ending **March 31, and September 30**, or any portion thereof, for the entire Award period. Reports are due no later than 30 days following the end of the semi-annual period. The final report is due no later than 120 days after the Authorized Award End Date.

10. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined at the conclusion of the Award period in accordance with the administrative

authorities applicable pursuant to the *Financial Assistance Award* (Form CD-450), including the applicable *Cost Principles* and *Uniform Administrative Requirements*, after final financial documents are submitted.

Except as otherwise expressly provided for within these Specific Award Conditions, the Investment Rate for the Award (*see* 13 C.F.R. §§ 300.3 and 301.4) shall apply to allowable costs incurred by the Recipient in connection with the Project. The Federal share in the allowable costs shall be based on the Investment Rate (*see* 2 C.F.R. § 200.41). In the event of an underrun in total allowable costs for this Project, the Federal share of allowable costs shall be determined by the Investment Rate established in the Form CD-450, or previously executed Form CD-451. The Federal share of total allowable costs shall not exceed the dollar amount of the original Award and subsequent amendments, if any, absent a determination by the Assistant Secretary.

**Authorized Budget:**

- a. Under the terms of the Award, the total approved authorized budget is:

Federal Share (EDA Amount)	\$2,000,153
Non-Federal Matching Share	\$1,285,453
Total Project Cost	\$3,285,606

- b. Under the terms of this Award, the total approved line item budget is:

COST CLASSIFICATION	
Administrative and legal expenses	
Land, structures, rights-of-way, etc.	
Relocation expenses and payments	
Architectural and engineering fees	
Other architectural and engineering fees	\$8,022
Project inspection fees	\$205,786
Site work	
Demolition and removal	
Construction	\$2,939,798
Equipment	
Miscellaneous	
Contingencies	\$132,000
Total Project Costs	\$3,285,606

11. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's Non-Federal Matching Share contribution for eligible Project expenses in proportion to the Federal share requested for such Project expenses (*see* 13 C.F.R. § 300.3). The Recipient also certifies that, in accepting the Financial Assistance Award, the Recipient's Matching Share of the



Project costs is committed and unencumbered, from authorized sources, and shall be available as needed for the Project. The Recipient further acknowledges that, prior to EDA authorizing the construction contract award, the Recipient will provide evidence satisfactory to the Government that all Matching Share funds necessary to complete the Project are available and unencumbered.

12. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given EDA two options for having payments deposited to EDA's account:

- A. The first one is Pay.Gov. This option allows the payee to pay EDA electronically. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
- B. The second option is Paper Check conversion. All checks must identify on their face the name of the DOC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the EDA Construction Project Manager. This option allows the payee to send a check to NOAA's Accounting Office, which processes EDA's accounting functions at the following address:

U.S. Department of Commerce  
National Oceanic and Atmospheric Administration  
Finance Office, AOD, EDA Grants  
20020 Century Boulevard  
Germantown, MD 20874

The accounting staff will scan the checks into an encrypted file and transfer to the Federal Reserve Bank, where the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If the Recipient is remitting funds to EDA via check, it should make note of the following:

- If a check is sent to EDA, it will be converted into an electronic funds transfer (EFT) by copying the check and using the account information to electronically debit the account for the amount of the check. The debit will usually occur within 24 hours and will appear on any regular account statement.
- EDA will not return an original check; the original will be destroyed and a copy will be maintained by EDA. If the EFT cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge a one-time fee of \$25.00, which will be collected by EFT.

13. **USEFUL LIFE:** The useful life of this project is hereby determined to be 20 years from the date of construction completion.

14. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth in 41 C.F.R. § 60-4 establishes goals and timetables for participation of minorities and women in the construction industry. These regulations apply

to all federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: **6.9%**

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Specific Award Conditions.

The goal for the participation of minorities in the trade area shall be as follows until further notice: **6.3%**

Goals for minority participation shall be as prescribed by Appendix B-80 of the Federal Register notice published October 3, 1980 at 45 Fed. Reg. 65984–65991, or any subsequently published amendments. The Recipient shall include the “*Standard Federal Equal Employment Opportunity Construction Contract Specifications*” (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the Uniform Administrative Requirements at 2 C.F.R §§ 200.317 through 200.327 and EDA regulations contained in 13 CFR Chapter III, especially 13 CFR part 305 and 13 CFR § 302.17 (“Conflicts of Interest”).
16. **ARCHITECT/ENGINEER AGREEMENT:** Prior to advertisement for construction bids, the Recipient must submit to the Government, an Architect/Engineer Agreement that meets the requirements in EDA’s Standard Terms and Conditions for Construction Projects, as well as the competitive procurement standards at 2 C.F.R §§ 200.317 through 200.327. The fee for basic Architect/Engineer Services will be a lump sum or an agreed maximum, and no part of the fees for other services will be based on a cost-plus-a-percentage-of-cost or a cost using a multiplier.
17. **EVIDENCE OF GOOD TITLE:** In accordance with Section H of EDA’s Standard Terms and Conditions for Construction Projects, prior to advertising for construction bids, the Recipient shall provide an opinion of counsel, satisfactory to the Government, that the Recipient has acquired good and marketable title to land, free of all encumbrances, as well as rights-of-way and easements necessary for the completion of the project, or of a long-term leasehold interest in accordance with 13 C.F.R. Part 314.

18. **NONRELOCATION:** In signing this Award, the Recipient attests that the EDA funded project will not be used to induce the relocation or the movement of existing jobs from one region to another region by a primary beneficiary of the Award (*see* 13 C.F.R. § 300.3). If EDA determines that its assistance was used for such relocation purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements and termination of the Award by agreement or unilaterally for noncompliance; disallowance of any costs attributable, directly or indirectly, to the relocation; and the recovery of the Federal share.

For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the Project. EDA considers an employer to be a “primary beneficiary” if, in seeking EDA assistance, the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and specifically names the employer in its application. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more permanent jobs so identified.

19. **PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leveraged three, six, and nine years after an EDA investment. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit the required reports can adversely impact the Recipient’s likelihood of securing future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will notify the Recipient in writing within a reasonable period prior to the deadline for submission of the reports with information on how this data should be submitted. The Recipient should ensure adequate and sufficient records are kept to support the methodology for computing initial job and private investment estimates and all subsequent actual performance data calculations so that this information can be made available to EDA during audits or performance site visits.

20. **REAFFIRMATION OF APPLICATION:** The Recipient acknowledges that its application for this Award may have been submitted to the Government and signed by the Recipient, or by an authorized representative of the Recipient, electronically. Regardless of the means by which the Recipient submitted its application to the Government or whether the Recipient or an authorized representative of the Recipient submitted its application to the Government, the Recipient hereby reaffirms and states that a) all data in said application and documents submitted with the application are true and correct as of the date of this Award and were true and correct as of the date of said submission; b) said

application was as of the date of this Award and as of the date of said application duly authorized as required by local law by the governing body of the Recipient; and c) it will comply with the Assurances and Certifications submitted with or attached to said application. The term *application* includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by the Government after submission of the initial application.

21. **EDA PROJECT SIGN:** The Recipient must erect and maintain in good condition and repair a sign or signs in accordance with current EDA specifications. Prior to on-site construction, a reproducible photograph of the sign must be submitted to EDA along with evidence that the sign is located at the project site.
22. **REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE:**

*A. General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph B of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*B. Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph E. of this award term and condition, that resulted in a finding of fault and liability and your

payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

- (4) Any other criminal, civil, or administrative proceeding if:
- (a) It could have led to an outcome described in paragraph B.3.(a), (b), or (c) of this award term and condition;
  - (b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
  - (c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

#### *C. Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

#### *D. Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph A of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

#### *E. Definitions*

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

23. **WASTE, FRAUD AND ABUSE:** Consistent with 2 CFR part 200, Recipient personnel responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors or sub-grantees, will complete the training PowerPoint entitled "Compliance with EDA Disaster Assistance Program Requirements" and return the signed Certificate of Training Completion (page 38 of the training) to EDA along with the signed CD-450 within 60 days of receipt.

Further, Recipient will monitor award activities for common fraud schemes, such as:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any suspicious activity, Recipient will contact EDA staff listed above and the Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

24. **U.S. ARMY CORPS OF ENGINEERS:** Prior to awarding construction contracts, the Recipient shall provide evidence satisfactory to the Government that it has obtained a Section 404 and a Section 10 Department of Army permit from the U.S. Army Corps of Engineers or that one is not necessary. The Recipient shall comply with any conditions of said permit.
25. **INCIDENTAL DISCOVERY:** If any prehistoric or historic archaeological artifacts or human remains are discovered during construction or related earthmoving activities, or if the scope of work changes in any way, Recipient shall cease construction activity and immediately notify EDA, the Ohio State Historic Preservation Office and the Miami Tribe of Oklahoma for further instruction.
26. **U.S. FISH AND WILDLIFE SERVICE:** Prior to advertising for construction bids, the Recipient shall provide evidence satisfactory to the government that it will comply with the following recommendations of the U.S. Fish and Wildlife Service and any further recommendations received:

1. Follow guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds and the Bald and Golden eagle, review the PROBABILITY OF PRESENCE SUMMARY included in the USFWS IPaC resource list to see when these birds are most likely to be present and breeding in the EDA Project area.
2. The endangered Indiana Bat and threatened Northern Long-eared Bat may have a presence in the project area. Please confirm whether either species has a presence in the project area prior to advertising for bids. Follow the guidance provided in the letter from the U.S. Fish and Wildlife Service, Ohio Ecological Services Office, TAILS# 03E15000-2021-TA-1156, that was provided via email on April 13, 2021, outlining suitable habitat and recommended seasonal tree clearing activities if the identified species are present.

**RESOLUTION NO. 55-2021**

Introduced by Joe Dike

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE GRANT AWARD AND ENTER INTO AN AGREEMENT WITH THE U.S. DEPARTMENT OF COMMERCE FOR AN EDA CARES ACT RECOVERY ASSISTANCE FOR THE SAWMILL PARKWAY IMPROVEMENT PROJECT IN THE AMOUNT OF TWO MILLION ONE HUNDRED FIFTY-THREE AND 00/100 DOLLARS (\$2,000,153.00)**

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

**SECTION 1.** That the City Manager be, and he hereby is, authorized and directed to accept the award and enter into an agreement with the U.S. Department of Commerce for an EDA CARES Act Recovery Assistance grant for the Sawmill Parkway Improvement Project in the amount of Two Million One Hundred Fifty-Three and xx/100 Dollars (\$2,000,153.00), 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.

---

Sam Artino, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_





**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 56-2021  
**DATE:** August 24, 2021

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## **Subject Matter/Background**

Submitted by Jason Gibboney, Water Superintendent:

I am requesting Council's retroactive approval of the two attached House Bill 168 grant applications. The State of Ohio recently announced that House Bill 168 would allocate \$250 million in grant funds for water and wastewater infrastructure projects. Grant funds are available for construction up to \$5 million and for design up to \$250,000. As each county in Ohio is tasked with ranking the projects within their jurisdiction, the applications are initially submitted to the County Commissioners and County Engineer for scoring and ranking. The City was advised on August 10<sup>th</sup> that Erie County had assigned an application deadline of August 18<sup>th</sup> to allow adequate time for scoring and ranking. As such, we were faced with a time constraint in generating these applications and receiving project cost estimates. Administration met and identified one project that could be successfully applied for in such a short timeframe. A new 2-million gallon elevated water storage tower was identified and applied for. While not mandated, the general Ohio EPA guidance is to have one day's water supply in storage for emergency purposes. The City of Huron currently has two water towers with a combined storage capacity of 900,000 gallons. The water system daily production and demand currently averages 3.0 million gallons per day, which means that we currently have just under 8 hours of finished water storage capacity. The addition of a 2-million gallon tower (if grant is successful) would increase our storage to 2.9 million gallons (just shy of 24-hour supply). As we anticipate water production and demand to steadily continue to increase, this project would benefit both the residents of Huron and Erie County. The applications made are non-committal meaning even if we are approved grant funding we would have to formally accept or deny at a later meeting of Council.

One application is for a design grant to cover \$250k of the estimated \$336k in engineering costs. If successful in the grant application and if Council accepted the award, the City would have to fund the remaining balance of \$86k.

The second application is for a construction grant to cover \$5 million of the estimated \$6.4 million in construction costs. If successful and if Council accepted the award, the City would have to fund the remaining balance of \$1.4 million. There is zero cost associated with application for the grants for HB 168. Once scoring at the County level is complete, the State will review projects and notify applicants. If successful, we could receive a very large capital improvement at only a marginal cost to the city (about 20%).

## **Financial Review**

There is no financial impact to the City related to applying for the grant. If accepted, the City will more than likely need local water funds to formally accept the grant funds and move forward with the project. This resolution is not authorizing the project to move forward but will help with prioritizing Water Plant projects, if awarded.

**Legal Review**

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

**Recommendation**

If Council is in agreement, a motion adopting Resolution 56-2021 is in order.

[Resolution No. 56-2021.doc](#)

[Resolution No. 56-2021 Exhibit A.PDF](#)

[Resolution No. 56-2021 Exhibit B.PDF](#)

## **RESOLUTION NO. 56-2021**

Introduced by Joe Dike

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO DEPARTMENT OF DEVELOPMENT WATER AND WASTEWATER INFRASTRUCTURE GRANT PROGRAM, AND TO EXECUTE CONTRACTS AS REQUIRED RELATIVE TO THE HURON ELEVATED WATER STORAGE TANK PROJECT.**

WHEREAS, the Ohio Water and Wastewater Infrastructure Grant Program will award approximately \$250 million to provide safe, reliable drinking water in areas that lack infrastructure, bring sewage treatment capacity to unsewered areas, and develop regional infrastructure to serve multiple communities; and

WHEREAS, the Ohio General Assembly funded the grant program in House Bill 168 with money that was appropriated through the American Rescue Plan Act. Governor DeWine signed the bill into law in June; and

WHEREAS, water and wastewater construction projects are eligible for up to \$5 million in grant funding, and infrastructure engineering design projects are eligible for up to \$250,000; and

WHEREAS, eligible water infrastructure construction projects include the repair, replacement, and construction of drinking water storage towers; and .

WHEREAS, the Huron Elevated Water Storage Tank Project proposes construction of a 2,000,000 gallon potable water elevated storage tank, which would increase the City's storage potential from 900,000 gallons of finished water storage to 2,900,000 million gallons.

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

**SECTION 1.** That the City Manager is hereby authorized to apply to the Ohio Department of Development Water and Wastewater Infrastructure Grant Program for funds as described above, substantially in the forms of the grant applications attached hereto as Exhibits A and B.

**SECTION 2.** That the City Manager is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

**SECTION 3.** That this resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.

---

Sam Artino, Mayor

Attest: \_\_\_\_\_  
Clerk of Council

Adopted: \_\_\_\_\_



August 18, 2021

Office of the Erie County Engineer  
Board of Erie County Commissioners

RE: HB 168 Projects – City of Huron  
Project 1 of 2

1. Prepare an individual list of your project(s) for which grant funding is desired.  
**Project number one is listed here and below**
2. If there is more than one such project, prioritize each in order of importance.  
**This project is the highest importance**
3. Briefly describe the reason for each project.  
**Project encompasses the construction of a 2,000,000 gallon potable water elevated storage tank. The City of Huron Water Department provides the entire City of Huron with potable water as well as providing wholesale water to the Erie County Water System at a rate currently averaging 1.6 million gallons per day. The water treatment facility in Huron is currently under contract for the provision of plant expansion. The filtration plant will be capable of producing 5.8 million gallons of drinking water per day, furthermore the city anticipates increased sales to the Erie County Water System. The anticipated daily output of the facility is expected to be 5.0 million gallons per day. The city currently has two water towers for finished water storage, the east tank is 500,000 gallons, and the west tank is 400,000 gallons. With a total of only 900,000 gallons of finished water storage the city would only have 4.3 hours of finished water in storage should the filtration plant shutdown for any reason. As such the city has identified a new 2 million gallon water tower as a top priority. The proposed water tower would be located on the west side which experiences the highest water demands. The tower would increase our finished water storage from the current 900,000 gallons to 2,900,000 gallons. The tower would benefit all residents of the City of Huron as well as all residents of the Erie County Water System as we supply said system with potable water.**
4. Describe area subject project is to be constructed and the estimated number of people that will benefit from it.  
**Project would be located on one of two city owned parcels. Highest likelihood is parcel 42-00120.000 on Rye Beach Road. Lowest likelihood is parcel 42-64033.000 at Fabens Park. Population benefitted is estimated at 49,437 as the City of Huron provides water service to Erie County D.O.E.S in addition to our internal population. Increased water production to Erie County is also anticipated as the treatment plant is currently under construction for plant capacity increase.**



5. Provide a cost estimate for each project prepared by an engineer.  
**\$6,363,210.00 as provided by Poggemeyer Design Group.**
6. Has this entity applied for any other funding?  
**No the City of Huron has not pursued any other funding opportunities for this project.**
7. Have any other funding sources committed financial help in engineering/construction?  
**The capital improvement fund of the City of Huron would finance the remaining balance if grant award were successful.**
8. Can entity provide a local match or contribution towards construction of the project(s)?  
**Yes, local match of \$1,363,210.00 or 21%. Local match plus \$5,000,000 grant brings us to total construction cost of \$6,363,210.00.**
9. Are any environmental mandates in effect at individual project location(s)?  
**Not at this time.**
10. Provide timeframe for going to construction on each of your project(s).  
**Within 18 months of award of grant funding.**
11. Is your project designed with funding in place or is same contingent upon your application being approved?  
**Contingent upon application approval.**

Respectfully Submitted,

A handwritten signature in blue ink that reads "Jason Gibboney".

Jason Gibboney  
City of Huron Water Superintendent

Cc: Matt Lasko – Huron City Manager





## Water and Wastewater Infrastructure Grant Program

### Application Information

<b>Application Name:</b>	DEV--2021 - 181177
<b>Project Type:</b>	Construction grant - public drinking water
<b>Created On:</b>	8/12/2021 9:40 AM
<b>Created By:</b>	JASON GIBBONEY
<b>Online Application Status:</b>	Application in Progress

### Applicant Organization

<b>Federal Tax ID:</b>	34-6400671
<b>OAKS ID:</b>	0000104317
<b>Applicant Name:</b>	Huron, City of
<b>Applicant Address:</b>	417 MAIN STREET, HURON, OH, 44839

### Project Contact Information

Position/Role	Primary Contact	First Name	Last Name	Phone Number	Email
Mayor/Village Administrator		MATTHEW	LASKO	(419) 433-5000	CITYMANAGER@HURONOHIO.US
Application Preparer	✓	JASON	GIBBONEY	(419) 433-9502	JGIBBONEY@CITYOFHURON.ORG
Authorized Official		MATTHEW	LASKO	(419) 433-5000	CITYMANAGER@HURONOHIO.US
Consulting Engineer		TOM	BORCK	(419) 352-7537	TBORCK@KLEINFELDER.COM





## Project Information

**Project Name:**

HURON ELEVATED WATER STORAGE TANK

**Project Location (list city/village):**

CITY OF HURON

**Select County(ies) served:**

Erie

**Please Provide a brief description of the project:**

Project encompasses the construction of a 2,000,000 gallon potable water elevated storage tank. The City of Huron Water Department provides the entire City of Huron with potable water as well as providing wholesale water to the Erie County Water System at a rate currently averaging 1.6 million gallons per day. The water treatment facility in Huron is currently under contract for the provision of plant expansion. The filtration plant will be capable of producing 5.8 million gallons of drinking water per day, furthermore the city anticipates increased sales to the Erie County Water System. The anticipated daily output of the facility is expected to be 5.0 million gallons per day. The city currently has two water towers for finished water storage, the east tank is 500,000 gallons, and the west tank is 400,000 gallons. With a total of only 900,000 gallons of finished water storage the city would only have 4.3 hours of finished water in storage should the filtration plant shutdown for any reason. As such the city has identified a new 2 million gallon water tower as a top priority. The proposed water tower would be located on the west side which experiences the highest water demands. The tower would increase our finished water storage from the current 900,000 gallons to 2,900,000 gallons. The tower would benefit all residents of the City of Huron as well as all residents of the Erie County Water System as we supply said system with potable water.

**Estimated population number to be served:**

49437

## Community & Project Information

**Is this project listed on the County Engineers prioritization list as submitted?**

Yes

**If you've checked yes, what is the prioritization level of the project (on a scale of 1-10) (insert number or check do not know)?**

Do not know

**Does the community where the project is located meet any of the economically disadvantaged criteria below? If so, check all that apply.**

**What is your estimated average monthly residential charge for water usage?**

\$23.00

**What is your estimated average monthly residential charge for wastewater?**

\$0.00

**Does the project address any of the following areas? If so, check all that apply.**

Regionalizing or Connecting two or more community systems

**Does the project address significant water quality and/or public health concerns related to any of the following:**

The project will address a high-risk for critical infrastructure failure (ex: collapse of critical treatment plant components, catastrophic failure of storage pond or water tower, etc.)

**Indicate (check all that apply) the construction readiness of the project:**

Engineering/design plans are in development; Construction on the project can begin in 18 months

**Project Start date:**

2/1/2023

**Project End date:**

6/30/2023

## Costs

### ARPA Water and Sewer/Wastewater Quality Construction Grant Project Budget

Category Number	Cost Categories	Total Amount Requested
1	Water Facility Improvements	\$5,000,000.00
2	Sewer Facility Improvements	
3	Household Connections	
4	Professional Fees	
5	Administrative Costs	
<b>Total:</b>		<b>\$5,000,000.00</b>

### Match funds:

**Is there match funding for the project?**

Yes

Total Amount	Source	Funds Committed?
\$1,363,210.00	TBD	No
<b>Total : \$1,363,210.00</b>		

Total Project Cost: **6363210.0**

Total Requested Amount: **5000000.0**

## Required Documents

Required Documents			
Document Name:	Description	Date Uploaded:	Uploaded by:
Engineering reports		8/16/2021 1:14 PM	JASON GIBBONEY
Project Map		8/16/2021 1:24 PM	JASON GIBBONEY



## Submit

As an authorized representative, I,    from Huron, City of, hereby submit this Application to the Department of Development. I have read and understand the program eligibility requirements and also understand that this document in no way constitutes a commitment of funds by the State of Ohio for any of its programs. Further, I hereby represent that the foregoing and the information provided in the Application, to the best of my knowledge and belief, is true, complete and accurately describes the proposed project for which the financial assistance is being sought.

**Typed Name:**               **Title:**               **Date:**



August 18, 2021

Office of the Erie County Engineer  
Board of Erie County Commissioners

RE: HB 168 Projects – City of Huron  
Project 2 of 2

1. Prepare an individual list of your project(s) for which grant funding is desired.

**Project number two is listed here and below**

2. If there is more than one such project, prioritize each in order of importance.

**This project is the lowest importance**

3. Briefly describe the reason for each project.

**Design services for the provision of engineering a Two Million Gallon Potable Water Elevated Storage Tank in the City of Huron. If approved the project would encompass all needed water flow and topographical data needed to engineer a two million gallon elevated storage tank on a city owned parcel. Engineering services for design include tank mixing systems, sitework, fencing, altitude valve, electrical, and various pipe connections / fittings. This proposed tower, when completed, would serve the entire City of Huron as well as the Erie County Public Water System. Currently the City of Huron provides Erie County with an average of 1.6 million gallons of water per day. The Huron Water Filtration Plant is currently under contract for the provision of plant expansion. The filtration plant will be capable of producing 5.8 million gallons of potable water per day, furthermore the city anticipates increased sales to the Erie County water system. The anticipated daily output of the facility post construction is expected to be 5.0 million gallons per day. The city currently has two water towers for finished water storage, the east tower is 500,000 gallons, and the west tower is 400,000 gallons. With a total of only 900,000 gallons of finished water storage the city would only have 4.3 hours of finished water in storage should the filtration plant shutdown for any reason. As such the city has identified a new 2 million gallon tower as a top priority. The addition of the new tower design and subsequent construction would allow for a total finished water storage volume of 2,900,000 gallons. The tower benefits multiple water systems namely the City of Huron and Erie County.**



4. Describe area subject project is to be constructed and the estimated number of people that will benefit from it.  
**Project would be located on one of two city owned parcels. Highest likelihood is parcel 42-00120.000 on Rye Beach Road. Lowest likelihood is parcel 42-64033.000 at Fabens Park. Population benefitted is estimated at 49,437 as the City of Huron provides water service to Erie County D.O.E.S in addition to our internal population. Increased water production to Erie County is also anticipated as the treatment plant is currently under construction for plant capacity increase.**
5. Provide a cost estimate for each project prepared by an engineer.  
**Design cost is estimated at \$335,800.00 as provided by Poggemeyer Design Group**
6. Has this entity applied for any other funding?  
**No the City of Huron has not pursued any other funding opportunities for this project.**
7. Have any other funding sources committed financial help in engineering/construction?  
**The capital improvement fund of the City of Huron would finance the remaining balance if grant award were successful.**
8. Can entity provide a local match or contribution towards construction of the project(s)?  
**Yes, local match of \$85,800.00 or 26%. Local match plus \$250,000.00 grant brings us to total design cost of \$335,800.00.**
9. Are any environmental mandates in effect at individual project location(s)?  
**Not at this time.**
10. Provide timeframe for going to construction on each of your project(s).  
**Within 18 months of award of grant funding.**
11. Is your project designed with funding in place or is same contingent upon your application being approved?  
**Contingent upon application approval.**

Respectfully Submitted,

A handwritten signature in purple ink that reads "Jason Gibboney".

Jason Gibboney  
City of Huron Water Superintendent

Cc: Matt Lasko – Huron City Manager





## Water and Wastewater Infrastructure Grant Program

### Application Information

<b>Application Name:</b>	DEV--2021 - 181512
<b>Project Type:</b>	Design grant - public drinking water
<b>Created On:</b>	8/16/2021 1:36 PM
<b>Created By:</b>	JASON GIBBONEY
<b>Online Application Status:</b>	Application in Progress

### Applicant Organization

<b>Federal Tax ID:</b>	34-6400671
<b>OAKS ID:</b>	0000104317
<b>Applicant Name:</b>	Huron, City of
<b>Applicant Address:</b>	417 MAIN STREET, HURON, OH, 44839

### Project Contact Information

Position/Role	Primary Contact	First Name	Last Name	Phone Number	Email
Mayor/Village Administrator		MATTHEW	LASKO	(419) 433-5000	CITYMANAGER@HURONOHIO.US
Application Preparer	✓	JASON	GIBBONEY	(419) 433-9502	JGIBBONEY@CITYOFHURON.ORG
Authorized Official		MATTHEW	LASKO	(419) 433-5000	CITYMANAGER@HURONOHIO.US
Consulting Engineer		TOM	BORCK	(419) 352-7537	TBORCK@KLEINFELDER.COM





## Project Information

**Project Name:**

DESIGN OF 2 MILLION GALLON POTABLE WATER ELEVATED STORAGE TANK

**Project Location (list city/village):**

CITY OF HURON

**Select County(ies) served:**

Erie

**Please Provide a brief description of the project:**

Design services for the provision of engineering a Two Million Gallon Potable Water Elevated Storage Tank in the City of Huron. If approved the project would encompass all needed water flow and topographical data needed to engineer a two million gallon elevated storage tank on a city owned parcel. Engineering services for design include tank mixing systems, sitework, fencing, altitude valve, electrical, and various pipe connections / fittings. This proposed tower, when completed, would serve the entire City of Huron as well as the Erie County Public Water System. Currently the City of Huron provides Erie County with an average of 1.6 million gallons of water per day. The Huron Water Filtration Plant is currently under contract for the provision of plant expansion. The filtration plant will be capable of producing 5.8 million gallons of potable water per day, furthermore the city anticipates increased sales to the Erie County water system. The anticipated daily output of the facility post construction is expected to be 5.0 million gallons per day. The city currently has two water towers for finished water storage, the east tower is 500,000 gallons, and the west tower is 400,000 gallons. With a total of only 900,000 gallons of finished water storage the city would only have 4.3 hours of finished water in storage should the filtration plant shutdown for any reason. As such the city has identified a new 2 million gallon tower as a top priority. The addition of the new tower design and subsequent construction would allow for a total finished water storage volume of 2,900,000 gallons. The tower benefits multiple water systems namely the City of Huron and Erie County.

**Estimated population number to be served:**

49437

## Community & Project Information

**Is this project listed on the County Engineers prioritization list as submitted?**

Yes

**If you've checked yes, what is the prioritization level of the project (on a scale of 1-10) (insert number or check do not know)?**

Do not know

**Does the community where the project is located meet any of the economically disadvantaged criteria below? If so, check all that apply.**

**What is your estimated average monthly residential charge for water usage?**

\$23.00

**What is your estimated average monthly residential charge for wastewater?**

\$0.00

**Does the project address any of the following areas? If so, check all that apply.**

Regionalizing or Connecting two or more community systems

**Does the project address significant water quality and/or public health concerns related to any of the following:**

The project will address a high-risk for critical infrastructure failure (ex: collapse of critical treatment plant components, catastrophic failure of storage pond or water tower, etc.)

## Costs

### ARPA Water and Sewer/Wastewater Quality Construction Grant Project Budget

Category Number	Cost Categories	Total Amount Requested
1	Design Costs	\$250,000.00
2	Administrative Costs	
<b>Total:</b>		<b>\$250,000.00</b>

### Match funds:

**Is there match funding for the project?**

Yes

Total Amount	Source	Funds Committed?
\$85,800.00	TBD	No
<b>Total : \$85,800.00</b>		

Total Project Cost:	<b>335800.0</b>
Total Requested Amount:	<b>250000.0</b>

## Required Documents

Required Documents			
Document Name:	Description	Date Uploaded:	Uploaded by:
Project Map		8/16/2021 1:53 PM	JASON GIBBONEY
Engineering reports		8/16/2021 1:53 PM	JASON GIBBONEY

## Submit

As an authorized representative, I,    from Huron, City of, hereby submit this Application to the Department of Development. I have read and understand the program eligibility requirements and also understand that this document in no way constitutes a commitment of funds by the State of Ohio for any of its programs. Further, I hereby represent that the foregoing and the information provided in the Application, to the best of my knowledge and belief, is true, complete and accurately describes the proposed project for which the financial assistance is being sought.

**Typed Name:**               **Title:**               **Date:**





**TO:** Mayor Artino and City Council  
**FROM:** Terri Welkener , Clerk of Council  
**RE:** Resolution No. 58-2021  
**DATE:** August 24, 2021

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### **Subject Matter/Background**

In order to assist with the decision to invest capital into city streets, the City completes a comprehensive review of all city streets on a biannual basis. This review includes a complete walkthrough and scoring matrix that establishes an objective measure by which future capital investments can be directed. Sawmill Parkway has long been the lowest scoring road in the City. Scoring just a 2 out of 100 on the last review in 2020, the area is in need of significant financial investment.

Best engineering practices dictate a full reconstruct, which is both costly and time intensive. The city has been able to leverage the recent investments by Ardagh, as well as other companies along the corridor, for State and Federal funding to cover the entire cost of the reconstruct. However, the project will likely not begin until Q2 2022. Ardagh has requested the City explore short-term options as they anticipate beginning operations this fall. The existing condition of road has potential to cause damage to both their equipment and product.

The engineer's office recommended a practice intended for short-term improvement that has been successfully implemented on similar streets throughout northeast Ohio. In essence, the process includes grinding varying depths of concrete to level out the existing joints to smooth out the ride. If approved, this project would be completed this fall prior to Ardagh's operation beginning in full-swing.

### **Financial Review**

The City's General Capital Improvement Fund and/or ARPA funds (through the revenue loss provision) will be used to pay for this contract. The City will recover more revenue than the cost of this project from the businesses in the Industrial Park through the current TIF and income tax over the next few years. This legislation is in front of Council for consideration since the anticipated cost exceeds \$25,000.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement, a motion adopting Resolution 58-2021 is in order.

[Resolution No. 58-2021.doc](#)

[Resolution No. 58-2021 Exhibit A.pdf](#)

**RESOLUTION NO. 58-2021**

Introduced by Joe Dike

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH DOT DIAMOND CORE DRILLING INC. FOR THE PROVISION OF STREET REPAIR/REPAVING SERVICES ON SAWMILL PARKWAY AT A COST NOT TO EXCEED FORTY-NINE THOUSAND THREE HUNDRED THIRTY-TWO AND 00/100 DOLLARS (\$49,332.00)**

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

**SECTION 1.** That the City Manager is authorized and directed to accept the proposal and enter into an agreement with Dot Diamond Core Drilling Inc. for the provision of street repair/repaving services on Sawmill Parkway at a cost not to exceed Forty-Nine Thousand Forty-Nine Thousand Three Hundred Thirty-Two and 00/100 Dollars (\$49,332.00), which agreement shall 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.

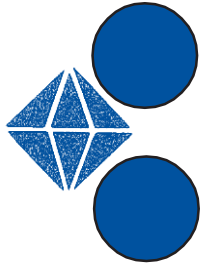
**SECTION 3.** That this Resolution shall be in full force and effect from and immediately after its adoption.

\_\_\_\_\_  
Sam Artino, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_





## DOT DIAMOND CORE DRILLING INC.

780 Sugar Lane • PO.Box 683 • Elyria, Ohio 44036 • (440)322-6466 – Cleveland (800)322-6877

5/27/2021

### **OHM Advisors**

Attn: **Project Estimator**

Job Location: **Huron Grinding**

Job Description: Grinding

**Diamond Grinding:** Approx. 3,700'x30' (12,222 Square yards) For a cost of **\$4.00** per SY (**\$49,332.00**)

**(GC to supply traffic control for approx. 7-8 days of work.)**

**(Estimated 40,000 gallons of water will be needed)**

**(Slurry generated \$45,000 gals 5,000 per shift)**

- Dot Drilling will have a **\$95.00** per hr per man down time charge (anytime Dot Diamond Core Drilling Inc cannot perform work for any reason other than our own.
- Overtime charges will be an additional **\$35.00** per man hr and **\$60.00** per man hr Sunday rate
- **Bond Rate if Requires 2.5%**
- Grooving/Grinding needs at least 3-4 weeks for scheduling
- GC to supply location for water at no cost to Dot Drilling
- GC to supply slurry dump location within 10 miles of site or **\$15.00** per mile will apply
- All hourly rates on corrective grinding continue until tanker is cleaned out

Sincerely Yours,

Matt Szeftcyk

[matts@dotdrilling.com](mailto:matts@dotdrilling.com)

DOT DIAMOND CORE DRILLING, INC.

The information contained in this fax may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in a error, please contact the sender by reply fax and destroy all copies of the original message.

(Quotation Valid for 30 days)





**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 59-2021  
**DATE:** August 24, 2021

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### **Subject Matter/Background**

The Ohio Department of Transportation has requested consent legislation (Resolution 59-2021) authorizing their bridge repair project scheduled for Summer of 2022 on the bridge at US 6 over Route 2. The State will be responsible for all costs of the repairs. Any costs related to relocate any City-owned utilities due the project will be reimbursed by the State. Upon completion of the project, the City is obligated to provide adequate maintenance for the Project and to maintain the right-of-way.

### **Financial Review**

No funds are required by the City for this project, unless the City requests added construction items no necessary for the improvement as determined by the State and Federal Highway Administration.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement, a motion adopting Resolution 59-2021 is in order.

[Resolution No. 59-2021.pdf](#)

# **CONSENT LEGISLATION**

Ordinance/Resolution No.	<u>59-2021</u>
	<b>PID No. <u>105584</u></b>
Project Name	<b><u>ERI US 6-16.64</u></b>

The following Resolution enacted by the City of Huron of Erie County, Ohio,  
(Ordinance/Resolution)  
hereinafter referred to as the City, in the matter of the stated described project.

## **SECTION I - Project Description**

WHEREAS, the State has identified the need for the described project:

*To perform bridge repairs on US Route 0006 at SLM 16.64 over SR 0002 in the City of Huron in Erie County.*

*This project is currently scheduled to be constructed in the summer of 2022.*

NOW THEREFORE, be it ordained by the City of Huron of Erie County, Ohio.

## **SECTION II - Consent Statement**

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

## **SECTION III - Cooperation Statement**

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

## **SECTION IV - Maintenance**

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) *Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) *Provide ample financial provisions, as necessary, for the maintenance of the described project;*
- 3) *Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.*

## SECTION V – Utilities and Right-of-Way Statement

If city owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

## SECTION VI - Authority to Sign

The City Manager of said City of Huron is hereby empowered on behalf  
(Contractual Agent)

of the City of Huron to enter into contracts with the Director of Transportation  
necessary to complete the above described project.

Passed: August 24, 202 1.  
(Date)

Attested: \_\_\_\_\_  
(Clerk) (Officer of City - title)

Attested: \_\_\_\_\_  
(Title) (Mayor)

This Resolution 49-2021 is hereby declared to be an emergency measure to expedite the highway  
(Ordinance/Resolution)  
project and to promote highway safety. Following appropriate legislative action, it shall take  
effect and be in force immediately upon its passage and approval, otherwise it shall take effect  
and be in force from and after the earliest period allowed by law.

**CERTIFICATE OF COPY**  
**STATE OF OHIO**  
**City of Huron of Erie County, Ohio**

I, Terri S. Welkener, as Clerk of the City of Huron of Erie County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of Resolution 49-2021 adopted by  
(Ordinance/Resolution)  
the legislative Authority of the said City of Huron on this 24th day of August, 2021,

that the publication of such Resolution has been made and certified of record according to  
(Ordinance/Resolution)

law; that no proceedings looking to a referendum upon such Resolution have been taken;  
(Ordinance/Resolution)

and that such Resolution and certificate of publication thereof are of record in  
(Ordinance/Resolution)

Resolution 48-2021, Page \_\_\_\_\_.  
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official  
seal, if applicable, this \_\_\_\_\_ day of August, 2021,

(SEAL)  
(If Applicable)

\_\_\_\_\_  
Clerk Signature  
City of Huron of Erie County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Huron of Erie County, Ohio

Attest: \_\_\_\_\_, Date \_\_\_\_\_  
Contractual Officer

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## **RESOLUTION NO. 57-2021**

Introduced by Joel Hagy

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO MAKE A COASTAL PERMITS AND LEASE APPLICATION AND A SUBMERGED LAND LEASE APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES TO OBTAIN ONE OR MORE PERMITS RELATIVE TO A SUBMERGED PLOT OF LAND LYING NORTHEASTERLY OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBER 42-01077.000 COMMONLY KNOWN AS THE SHOWBOAT PROPERTY; AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO A SUBMERGED LAND LEASE AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE USE OF THE SUBMERGED LANDS.**

WHEREAS, the City of Huron ("City") desires to enter into one or more leases or obtain one or more permits relative to a submerged plot of land (lying northeasterly of lands conveyed to the City of Huron by deed recorded in RN 201312344 of Erie County Records [Erie County Parcel No. 42-01077.000, commonly known as the "Showboat Property"], a description of which is attached on Exhibit A ("Submerged Lands");

WHEREAS, by Resolution adopted on August 17, 2021, the Huron Joint Port Authority ("Authority") authorized the City to enter into one or more leases to obtain one or more permits as necessary for the use of the Submerged Lands, and further determined that the Submerged Lands are not necessary to Authority for the construction, maintenance, or operation by the Authority of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities, and improvements, and marginal highways in the navigation and water commerce and that the land uses specified by the City comply with regulation of permissible land use under a waterfront plan of the Authority.

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

**SECTION 1.** That the City Manager is hereby authorized to enter into a "Coastal Permits and Lease Application" and a "Submerged Land Lease Application" to the Ohio Department of Natural Resources as may be necessary for use of the Submerged Lands as defined above, substantially in the form of the agreements on file in the office of the Clerk of Council.

**SECTION 2.** That the City Manager is hereby authorized to enter into a "Submerged Land Lease Agreement" with the Department of Natural Resources for the use of Submerged Lands, substantially in the form of the agreement on file in the office of the Clerk of Council.

**SECTION 3.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of 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 4.** That this resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.

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Sam Artino, Mayor

Attest: \_\_\_\_\_  
Clerk of Council

Adopted: \_\_\_\_\_