



William Biddlecombe **Joe Dike** **Sam Artino** **Monty Tapp** **Mark Claus** **Matt Grieves** **Joel Hagy**
Councilmember Councilmember Councilmember Mayor Vice-Mayor Councilmember Councilmember

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, October 11, 2022 @ 6:30 PM

City Council Chambers
417 Main Street
Huron, Ohio 44839

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

- I. Call To Order** Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council**
- III. Approval of Minutes**
 - III.a** Minutes of the September 27, 2022 Council work session and regular meeting.
- IV. Presentation** Presentation by OHM Advisors of design options for the US Route 6 Phase 2 Project.
- V. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- VI. Old Business**
 - VI.a** Ordinance No. 2022-48 (third and final reading) *(submitted by Stuart Hamilton)*
An ordinance authorizing the City Manager and the Service Director to enter into wholesale electric agreements with American Municipal Power for the delivery of power/electricity to Huron Public Power customers.
 - VI.b** Ordinance No. 2022-50 (third and final reading) *(submitted by Stuart Hamilton)*
An ordinance amending Chapter 121 (Council) to add a new Section 121.03- Administrative Authority; repealing and amending and restating Chapter 131 (City Manager); and repealing and amending and restating Section 159.05- Normal Purchase Procedure and Section 159.06- Emergency Purchases of Chapter 159 - Division of Purchasing.
- VII. New Business**
 - VII.a** Ordinance No. 2022-52 *(presented by Matt Lasko)*
An ordinance accepting Sawmill Creek Resort's annexation into the City of Huron, to include PPN's: 39-01076.029, 39-0076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, 39-01076.001, 39-01076.017 and 39-01076.003.
 - VII.b** Ordinance No. 2022-53 *(submitted by Cory Swaisgood)*
A supplemental appropriations and cash transfer among funds ordinance.

VII.c Ordinance No. 2022-55 (first reading) *(submitted by Jason Gibboney)*

An ordinance amending and repealing Codified Ordinance Section 915.19 to establish new water rates effective January 1, 2023; repealing Codified Ordinance Section 915.20 relating to water for sprinkler systems; amending and repealing Codified Ordinance Section 915.21 relating to multiple users of meters; and repealing Codified Ordinance Section 915.22 relating to tank water sales.

VII.d Resolution No. 86-2022 *(submitted by Erik Engle)*

A resolution authorizing a Geographical Information System (GIS) Cost Sharing Agreement with Erie County for the period of 2023-2028.

VII.e Resolution No. 87-2022 *(presented by Matt Lasko)*

A resolution ratifying an agreement with TruAssure Insurance Company for provision of dental insurance coverage for City full-time employees for 2023.

VII.f Resolution No. 88-2022 *(presented by Matt Lasko)*

A resolution ratifying a 2-year agreement with VSP Vision Care for the provision of 2023/2024 vision insurance coverage.

VII.g Resolution No. 89-2022 *(presented by Stuart Hamilton)*

A resolution awarding the bid and entering into an agreement with Smith Paving and Excavating Inc. relating to the Sawmill Parkway Reconstruction Project.

VII.h Resolution No. 90-2022 *(submitted by Stuart Hamilton)*

A resolution authorizing a License Agreement with Atlantic Engineering Group LLC. (AEG) to use the Huron Water Treatment Plant site to stage materials and equipment relating to installation of a Fiber to the Home (FTTH) fiber optic network.

VII.i Resolution No. 91-2022 *(submitted by Stuart Hamilton)*

A resolution authorizing the purchase of 4 Dell servers and a Dell storage array from Computers At Work!, Inc. DBA vTechio.

VII.j Resolution No. 92-2022 *(submitted by Erik Engle)*

A resolution authorizing the City Manager to make application to the Ohio Department of Natural Resources - Coastal Management Assistance Grant Program relating to the Public Works Beach Trail Project.

VII.k Resolution No. 93-2022 *(submitted by Erik Engle)*

A resolution authorizing the City Manager to submit an application to the Ohio Department of Natural Resources - Coastal Management Assistance Program Grant Fund relating to the Lake Front Park Beach - Coastal Planning Project.

VII.l Resolution No. 94-2022 *(submitted by Jason Gibboney)*

A resolution authorizing application to the Ohio Environmental Protection Agency for an H2Ohio Lead Service Line Inventory and Mapping Grant.

VIII. City Manager's Discussion

IX. Mayor's Discussion

X. For the Good of the Order

XI. Executive Session(s) Executive Session to consider the purchase of property for public purposes.

XII. New Business (Cont.)

XII.a Ordinance No. 2022-54 *(presented by Matt Lasko)*

An ordinance authorizing the purchase of approximately 41.88 acres of vacant land located on River Road in the City of Huron, Erie County, Ohio, PPNs 42-01718.000, 42-01719.000, 42-01721.000 and 42-01722.000.

XIII. Adjournment



TO: Mayor Tapp and City Council
FROM: Terri Welkener , Clerk of Council
RE: Ordinance No. 2022-48 (third and final reading) *(submitted by Stuart Hamilton)*
DATE: October 11, 2022

Subject Matter/Background

The nature of electric contract purchasing is an immediate and volatile commodity. There have been times in the past where Huron Public Power has missed out on advantageous pricing due to the lack of authority to act immediately. This legislation will allow Huron Public Power to act in the best interests of its customers by locking in pricing as it arises, by authorizing the City Manager and/or Service Director (with prior City Manager approval) to enter in to agreement for contract power to distribute to our customers on behalf of the City. Council will always be kept up to date via the managers report and regularly updated on pending purchases.

Financial Review

This legislation will allow the City to obtain timely and competitive electric rates in an effort to reduce/stabilize electric costs for Huron Public Power customers.

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 Ordinance No. 2022-48 is in order.

[Ordinance No. 2022-48 HPP City Manager Purchase Power EMERGENCY.doc](#)

ORDINANCE NO. 2022-48

Introduced by Joel Hagy

AN ORDINANCE AUTHORIZING THE CITY MANAGER AND/OR THE SERVICE DIRECTOR (WITH CONSENT OF THE CITY MANAGER) TO ENTER INTO WHOLESALE ELECTRICITY AGREEMENTS WITH AMERICAN MUNICIPAL POWER FOR THE DELIVERY OF POWER/ELECTRICITY TO HURON PUBLIC POWER CUSTOMERS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Huron, Ohio (the “City”) is a political subdivision organized and existing pursuant to the laws of the state of Ohio;

WHEREAS, the City owns and operates Huron Public Power (“HPP”), a municipal electric utility system, for the sale of electric power and associated energy for the benefit of its citizens;

WHEREAS, in order to satisfy the electric power and energy requirements of HPP and HPP’s customers, the City purchases power and energy from AMP, an Ohio non-profit corporation, or purchases power arranged by AMP;

WHEREAS, the City has executed a Master Services Agreement (“MSA”) with AMP which sets forth the general terms and conditions for the provision of power supply and other services by AMP to the City;

WHEREAS, AMP, on an ongoing basis under the terms of the MSA, will negotiate with one or more reputable and financially sound third-party power suppliers to enter into purchase power agreement(s) (“PPAs”) for the purchase of electric power and/or energy for the benefit of HPP’s electric utility customers; and

WHEREAS, City Council wishes to authorize the City Manager and/or Service Director (with consent of the City Manager) to enter into agreements with AMP on an ongoing basis for the timely purchase of electric power and/or energy through PPAs between AMP and third-party power suppliers, which will result in more beneficial market-based electricity prices for HPP customers.

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

SECTION 1. That the City hereby authorizes the City Manager and/or Service Director (with consent of the City Manager) to enter into agreements with AMP for the purchase of wholesale electricity for the benefit of HPP’s utility customers.

SECTION 2. That competitive bidding is not required for the City to purchase power/energy from AMP to serve HPP’s customers, and that any such competitive bidding requirements that might otherwise be applicable, are hereby waived.

SECTION 3. That City Manager and/or Service Director (with the consent of the City Manager) are authorized and directed to sign any certificates, statements, or other documents and instruments and to take such actions as are, in the opinion of legal counsel to the City, necessary or appropriate to consummate the transactions contemplated by this Ordinance. The City Manager and/or Service Director (with the consent of the City Manager) are further authorized to take any actions on behalf of the City that are required or permitted to be taken by the City under or pursuant to this Ordinance.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with the law.

SECTION 5. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reasons that it is necessary to make immediate provision for the sound financial operation of the City and in accordance with Section 3.06 of the Charter of the City of Huron, this Ordinance shall take effect and be in full force and effect immediately upon its adoption

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2022-50 (third and final reading) (*submitted by Stuart Hamilton*)
DATE: October 11, 2022

Subject Matter/Background

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

The following language has been added to Paragraph 7 of the Ordinance since the second reading: "**This Council expressly requests that the Clerk of Council place this legislation on the agenda as new business for discussion on the first meeting of each and every December, commencing in December 2023, to permit Council to evaluate the efficacy of this legislation and any modifications, amendments, or changes that Council may wish to entertain, if any.**" The thinking here is we can add it as new business in the first meeting in December and, if any changes are warranted based on that discussion, we can have them implemented and ready for adoption by the time the second December meeting rolls around.

Financial Review

The matter has been reviewed, and there is no financial impact relating to this request.

Legal Review

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

Recommendation

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

[Ordinance No. 2022-50 City Mgr Auth for Signs and Use of Public Property.docx](#)

[Ordinance No. 2022-50 Exhibit A Chapter 121.pdf](#)

[Ordinance No. 2022-50 Exhibit B Chapter 131.pdf](#)

[Ordinance No. 2022-50 Exhibit C Chapter 159.pdf](#)

ORDINANCE NO. 2022-50
Introduced by William Biddlecombe

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

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

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

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

121.03 ADMINISTRATIVE AUTHORITY AND POWERS.

All members of Council and their staff shall:

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

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

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

CHAPTER 131

City Manager

131.01 Administrative authority and powers.

131.02 Performing duties of Clerk of Council.

CROSS REFERENCES

Appointment; removal - see CHTR. §4.01, 4.04

Duties - see CHTR. §4.02

Absence or disability - see CHTR. §4.03

Relation to Council - see CHTR. §4.05

Personal interest in contract - see CHTR. §5.08

City Manager exempt - see CHTR. §8.02

Community Development Director - see ADM. 155.01

Administrative Services Director - see ADM. 157.02

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

Normal Purchase Procedure - see ADM. 159.05

Emergency Purchase Procedure - see ADM. 159.06

Bond required - see ADM. 163.01

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

131.01 ADMINISTRATIVE AUTHORITY AND POWERS.

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

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

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

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

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

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

131.02 PERFORMING DUTIES OF CLERK OF COUNCIL.

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

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

131.03 CITY MANAGER ACTIVITIES

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

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

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

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

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

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

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

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

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

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

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

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

159.05 NORMAL PURCHASE PROCEDURE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

159.06 EMERGENCY PURCHASES.

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

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

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

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

SECTION 8. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 9. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents, and to ensure the sound fiscal administration of the City of Huron; **WHEREFORE**, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

CHAPTER 121

Council

121.01 Rules of Council.

121.02 Filling vacancies of Vice Mayor and Clerk of Council.

CROSS REFERENCES

Membership; term; vacancies - see CHTR. §2.01, 2.04, 2.05

Qualifications - see CHTR. §2.02

Salary - see CHTR. §2.06

Rules; journal - see CHTR. §2.07

Powers - see CHTR. §2.08

Meetings - see CHTR. §2.09

Clerk of Council - see CHTR. §2.12

City Manager performing duties of Council Clerk - see ADM. 131.02

Urban renewal action - see ADM. 191.08

121.01 RULES OF COUNCIL.

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

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

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

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

Upon payment of an annual fee in the amount of ten dollars (\$10.00) on or before January 1 of any year, any person may receive notice of all meetings of the Huron, Ohio City Council.
(Ord. 2005-42. Passed 9-13-05.)

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

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

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

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

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

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

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

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

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

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

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

Roll call voting may be used to place the vote of the individual members on the record. Roll call votes are required to go into Executive Session for the limited purposes defined in Ohio R.C. 121.22 (G). There is no requirement to vote to come out of an Executive Session. (Ord. 2010-34. Passed 9-14-10.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

121.02 FILLING VACANCIES OF VICE MAYOR AND CLERK OF COUNCIL.

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

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

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

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

Appointment; removal - see CHTR. §4.01, 4.04

Duties - see CHTR. §4.02

Absence or disability - see CHTR. §4.03

Relation to Council - see CHTR. §4.05

Contract interest - see CHTR. §5.08

City Manager exempt - see CHTR. §8.02

Community Development Director - see ADM. 155.01

Administrative Services Director - see ADM. 157.02

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

Bond required - see ADM. 163.01

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

131.01 ADMINISTRATIVE AUTHORITY AND POWERS.

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

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

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

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

131.02 PERFORMING DUTIES OF CLERK OF COUNCIL.

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

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

CHAPTER 159

Division of Purchasing

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

CROSS REFERENCES

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

159.01 CREATION AND COMPOSITION.

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

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

159.02 AGENT'S GENERAL PURCHASING POWER.

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

159.03 FORMAL BIDDING REQUIREMENTS.

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

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

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

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

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

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

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

159.04 MANAGER MAY SEEK COUNCIL APPROVAL.

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

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

159.05 NORMAL PURCHASE PROCEDURE.

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

- (a) The City may expend up to twenty-five thousand dollars (\$25,000) with the approval of the City Manager or his designee, and the Director of Finance, to the extent there are appropriations therefor, for any public improvement, or the purchase of equipment, materials, or supplies, or to obtain professional or personal services or for any other lawful purpose. The City Manager may designate approval to the Director of Finance for purchases made up to three thousand dollars (\$3,000.00). These purchases must be encumbered, and a purchase order issued prior to receipt of services, materials or supplies and disbursement of funds.
 - (b) The City may expend between twenty-five thousand dollars (\$25,000) and up to fifty thousand dollars (\$50,000) with the approval of the City Manager, or his designee, and the Director of Finance, to the extent there are current appropriations therefor, upon the prior approval of a majority of Council, which approval may be given by a motion and vote at any regular or special meeting of Council. Authorization provided by Council shall only be effective if all members of Council are provided a written explanation of the amount and purpose of the proposed expenditure prior to said motion and vote. The City Manager or Purchasing Agent shall provide specifications to Council. Council may request the City Manager or department heads to attempt to obtain at least two quotations, as part of an informal bidding process. These purchases must be encumbered, and a purchase order issued prior to receipt of services, materials or supplies and disbursement of funds.
 - (c) All requests for the purchase of materials, supplies, or services shall come from the department head involved.
 - (d) Requests for materials, supplies or services shall be addressed to the Purchasing Agent on a requisition form to be provided by the Office of the Director of Finance, or electronically submitted through the Director of Finance's designated software. All requests shall explicitly state the items or services desired.
 - (e) All requisitions shall be filed, approved, and stored in the Finance Department, which may be done electronically. In accordance with Section 6.12 of the Charter, purchases shall be made by written purchase order signed by the Purchasing Agent. Agreements for construction work shall be made by written contract. Agreements for personal services shall be made by written contract or appointment, signed by the City Manager, or his designee, acting as Purchasing Agent for the City.
 - (f) Purchase orders shall be on printed forms as prescribed by the City Manager and the Director of Finance. They shall bear consecutive numbers as to the date of issue.
 - (g) No purchase order or contract shall be valid as an obligation of the City unless it bears a certificate of the Director of Finance that the estimated amount thereof has been entered as an encumbrance in the City accounts against an allotment based on a valid appropriation.
 - (h) After the approval of requisitions and after the certificate of the Director of Finance has been signed, which may be electronically, stating that the funds are available for such purchase from the proper fund, the original purchase orders shall be issued to the vendor, supplier, or person rendering the required service.
 - (i) A second (carbon) copy of every purchase order shall be immediately posted to the encumbrance ledger and such sum shall be subtracted from the respective appropriate account. All second (carbon) copies or purchase orders shall be kept in numerical filing order in the custody of the Director of Finance, unless retained electronically.
 - (j) All vouchers and warrants for the disbursement of City funds shall bear the purchase order number authorizing such expenditure when so applicable. If there is a difference in the quoted purchase order price and the invoice or final price, such difference shall be reconciled immediately with the encumbrance ledger, with such explanation within the voucher as to difference in price as the Director of Finance or City Manager may require or deem advisable.
 - (k) The City Manager, together with the Director of Finance, shall sign all warrants, vouchers and checks or any contract involving the disbursement of City funds, which may be done electronically.
- (Ord. 2019-18. Passed 8-27-19.)

159.06 EMERGENCY PURCHASES.

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

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

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

159.07 DESIGN PROFESSIONAL SELECTION LAW WAIVED.

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

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

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



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Ordinance No. 2022-52 (*presented by Matt Lasko*)
DATE: October 11, 2022

Subject Matter/Background

In August of 2021, the City and Huron entered into an Annexation Agreement related to the Sawmill Creek Resort property. The annexation was needed in order to facilitate local funding capabilities to help subsidize the cost of the renovations. The financial mechanism is commonly referred to as a Section 41 TIF and can only be implemented by a City (Townships are not permitted), which resulted in the need for annexation. After amendment of the initial agreement, it was agreed that twelve (12) parcels (only nine (9) parcels will be included in the TIF) would be included in the annexation agreement that ultimately would be sent to the Erie County Board of Commissioners for final consideration. Huron Township will be approved the amendment to the Annexation Agreement at their July 11th Trustee meeting, and The Erie County Board of Commissioners approved Cedar Fair's Annexation Petition on August 11, 2022.

Subsequent to approval of the Annexation Petition by the County, Council adopted Ordinance No. 2022-26 on August 30, 2022 approving the TIF. Council also adopted Resolution No. 57-2022 on August 30, 2022 approving a Service Payment Agreement between Cedar Fair (dba Sawmill Creek LLC) and the City of Huron. As part of the annexation of Sawmill Creek Resort, the City of Huron is planning to commit \$2 million dollars through a bond issuance to help subsidize the cost of construction of the renovation. This promised subsidy is what permitted the project to be expedited and prioritized by Cedar Fair for improvements as the company emerged from the pandemic. In order to ensure the City's ability to repay the bonds, the City has requested Cedar Fair enter into a Service Payment Agreement that mirrors the Tax Increment Financing District being placed on the site in terms of duration – thirty (30) years. Under the terms of the Service Payment Agreement, Cedar Fair will be responsible for paying an additional \$450,000 annually to the City of Huron in the form of a minimum service payment – which will be collected as part of the real estate tax collection process (two payments of \$225,000 annually). This minimum service payment is in addition to the real estate taxes that are currently being collected from the site. Additionally, based upon previously approved school compensation agreements, Huron City Schools will receive 25% of the minimum service payments and EHOVE will receive 1.5% of the minimum service payments. The service payment requirement runs with the land, meaning if the property is ever sold over the next thirty (30) years, the new owner(s) will still be responsible for making the \$450,000 annual service payment to the City.

With the expiration of the mandatory 60-day waiting period following approval of the Annexation Petition by the Erie County Commissioners, Ordinance No. 2022-52 represents the final step in the annexation process wherein the City accepts the 12 parcels into the City of Huron. If this Ordinance is approved by Council, the Ordinance will be recorded with the Erie County Recorder and the annexation of Sawmill Creek Resort will be finalized.

Financial Review

The annexation will allow the City to assess the City's 1% income tax on Sawmill Creek Resort for withholdings and net profits. The City is expecting between \$55,000 and \$65,000, annually, in income tax revenue from the resort.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2022-52 is in order.

[Ordinance No. 2022-52 Sawmill Creek Annexation - Final Ord.DOCX](#)

[Ordinance No. 2022-52 Exhibit A Annexation Petition.pdf](#)

[Ordinance No. 2022-52 Exhibit B Annexation Agreement and Amendment.pdf](#)

ORDINANCE NO. 2022-52

Introduced by Sam Artino

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF HURON, OHIO, PURSUANT TO AN ANNEXATION PETITION FILED WITH AND GRANTED BY THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, AS PROVIDED IN OHIO REVISED CODE SECTION 709.022

WHEREAS, on July 28, 2022 a petition was filed with the Board of County Commissioners of Erie County, Ohio pursuant to Ohio Revised Code 709.021 and 709.022, for the annexation of 182.32 +/- acres of territory in Huron Township to the City of Huron, which petition was signed by 100% of the property owners of the territory sought be annexed, a copy of which petition and accompanying map/legal description is attached hereto as Exhibit A; and

WHEREAS, the annexation petition was accompanied by an Annexation Agreement (including the First Amendment thereto) that was entered into by the Huron City Council and the Board of Trustees of Huron Township, a copy of which is attached hereto as Exhibit B ("Agreement"), and said Agreement permits annexation of the territory now proposed for annexation, and the proposed annexation is otherwise consistent with said Agreement; and

WHEREAS, on August 11, 2022, the Erie County Board of Commissioners granted the proposed annexation; and

WHEREAS, a certified copy of the annexation proceedings was provided by Erie County to the Clerk of Council of the City of Huron on August 15, 2022; and

WHEREAS, pursuant to Ohio Revised Code 709.04, the Clerk of City Council has placed before City Council the resolution of the Erie County Board of Commissioners granting the petition, as well as the annexation petition and accompanying map/plat and legal description, at this next regular meeting following the expiration of sixty (60) days from receipt by the Clerk of Council of the same; and

WHEREAS, City Council is authorized under Ohio Revised Code 709.04 to accept or reject the Petition for annexation at this time.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, COUNTY OF ERIE, STATE OF OHIO, WITH A MAJORITY OF DULY ELECTED MEMBERS THEREOF CONCURRING AS FOLLOWS:

Section I. The proposed annexation of 182.32 +/- acres from Huron Township, Erie County, Ohio to the City of Huron, a petition for which was filed with the Board of Commissioners, Erie County, Ohio on July 28, 2022 and approved by the Board of County Commissioners on August 11, 2022 is hereby accepted. The petition and accompanying map/plat and legal description are attached hereto as Exhibit A, which graphically depicts and describes the territory that is the subject of the annexation.

Section II. The Clerk of City Council is hereby authorized and directed, pursuant to Ohio Revised Code 709.06, to make three (3) copies of this Ordinance, to each of which shall be attached: a copy of the annexation petition and accompanying map/plat/legal description; the transcript of the proceedings of the Erie County Board of Commissioners; and all other resolutions and/or ordinances relating to the annexation, with a certificate as to the correctness of each of the three (3) copies, signed by the Clerk of Council and authenticated by the seal of the City, if any. The Clerk of Council shall forthwith deliver one copy to the County Auditor, one (1) copy to the County Recorder, and one (1) copy to the Ohio Secretary of State. The Clerk of Council shall provide notice of this annexation in writing, along with a copy of the map/plat/legal description, to the Board of Elections of Erie County within thirty (30) days after it becomes effective. The Clerk of Council shall do all other things with respect to the action taken by this Ordinance as may be required by law.

Section III. All formal actions relative to the adoption of this Ordinance were taken in an open meeting of this Council, and 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 Section 121.22 of the Ohio Revised Code.

Section IV. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City, due to the numerous benefits to the City's overall economic health and competitiveness and the benefits to the quality of life of its residents; wherefore, this Ordinance shall take effect and be in force immediately.

PASSED THIS 11th day of October, 2022.

Monty Tapp, Mayor

ATTEST:

Clerk of Council

Date

Exhibit A

PETITION

Exhibit B

ANNEXATION AGREEMENT AND FIRST AMENDMENT

**EXPEDITED TYPE 1 PETITION FOR THE ANNEXATION OF CERTAIN
TERRITORY IN HURON TOWNSHIP, ERIE COUNTY, OHIO, TO THE CITY OF
HURON, ERIE COUNTY, OHIO UNDER THE SPECIAL ANNEXATION PROCEDURE
PURSUANT TO SECTIONS 709.021 AND 709.022 OF THE OHIO REVISED CODE**

SUBMISSION DATED July 21, 2022

TO: BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO

The undersigned Petitioner, being the owner of all the real estate within certain unincorporated territory, hereinafter described, located in Huron Township, Erie County, Ohio, consisting of 182.32 acres of land (the "Territory"), which is adjacent and contiguous to the City of Huron, Erie County, Ohio, hereby petitions for the annexation of said Territory to the City of Huron, according to the statutes of Ohio, specifically under the special annexation procedure pursuant to Sections 709.021 and 709.022 of the Ohio Revised Code.

The Territory consists of 12 parcels as further described in Exhibit 1, Exhibit 2, and Exhibit 3 to this Petition.

An accurate legal description of the perimeter of the Territory being annexed is attached as Exhibit 1. An accurate map of the Territory being annexed is attached as Exhibit 2. Exhibits 1 and 2 are made a part of this Petition.

Majeed G. Makhlouf, Esq., whose address is Berns, Ockner & Greenberger, LLC, 3733 Park East Drive, Suite 200, Beachwood, Ohio 44122, is appointed agent for the undersigned Petitioner as required by Section 709.02 of the Ohio Revised Code.

Attached to this Petition as Exhibit 3 is list of all parcels within the Territory proposed for annexation and all tracts, lots, or parcels located adjacent to the Territory or directly across the road from it when the road is adjacent to it, including the name and mailing address of the owner of each tract, lot, or parcel, and the permanent parcel number from the County Auditor's permanent parcel numbering system established under Section 319.28 of the Ohio Revised Code for each tract, lot, or parcel. This list shall not be considered to be a part of this Petition, and any error on the list shall not affect the validity of the Petition.

Attached to this Petition as Exhibit 4 is a certified copy of the Annexation Agreement by and between the Board of Trustees of Huron Township, Erie County, Ohio and the Council of the City of Huron, Erie County, Ohio, as provided for in Section 709.192 of the Ohio Revised Code, as amended by the First Amendment to Annexation Agreement, attached to this Petition as Exhibit 5.

**WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO
APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY
COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION
IN THIS MATTER IN LAW OR IN EQUITY.**

Name and Signature

SAWMILL CREEK LLC

By: 

Authorized Representative

Date

7.21.22

EXHIBIT 1

Legal Description and Four Exceptions

(Commencing on following page)

***Contractors Design Engineering
Consulting Engineers and Surveyors
1623 Old State Road, Norwalk, Ohio 44857***

**Description For:
Sawmill Creek Annexation
193.1232 Acres**

Being parcels of land located in part of Original Lot 25, Section 3 and Original Lots 30, 35 & 36, Section 2, Huron Township, Township 6 North, Range 22 West, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a mag spike previously set at the intersection of the original centerline of Cleveland-Sandusky Road (State Route 6) (60' R/W), the northeast corner of Original Lot 24, Section 3, the southeast corner of Original Lot 25, Section 3 and the southwest corner of Original Lot 36, Section 2 in Huron Township and being the principal place of beginning;

1. Thence North 73° 39' 34" West, along the centerline of Cleveland-Sandusky Road, a distance of 643.08 feet to a point;
2. Thence North 01° 06' 01" West, a distance of 2,095.63 feet to a 3/4" iron pipe found, passing over a 5/8" iron pin set at a distance of 31.45 feet;
3. Thence South 87° 56' 02" East, a distance of 233.63 feet to a 1" iron pipe found;
4. Thence North 01° 14' 49" West, a distance of 2,229.29 feet to a point on the approximate shoreline of Lake Erie;
5. Thence South 49° 53' 42" East, along the approximate shoreline of Lake Erie, a distance of 1,850.32 feet to a point;
6. Thence South 51° 39' 34" East, along the approximate shoreline of Lake Erie, a distance of 56.35 feet to a point;
7. Thence South 38° 26' 14" West, a distance of 165.00 feet to a 5/8" iron pin previously set, passing over a 5/8" iron pin previously set at 15.00 feet;
8. Thence South 09° 37' 12" East, a distance of 48.33 feet to a 5/8" iron pin previously set;
9. Thence South 51° 39' 34" East, a distance of 32.00 feet to a 5/8" iron pin previously set;

10. Thence North 28° 55' 26" East, a distance of 20.89 feet to a 5/8" iron pin previously set;
11. Thence South 39° 02' 50" East, a distance of 110.21 feet to a point;
12. Thence South 41° 40' 56" East, a distance of 57.50 feet to a point;
13. Thence South 58° 51' 27" East, a distance of 81.90 feet to a point;
14. Thence South 71° 53' 10" East, a distance of 28.14 feet to a point;
15. Thence South 66° 47' 59" East, a distance of 43.25 feet to a point;
16. Thence South 57° 08' 18" East, a distance of 30.49 feet to a point;
17. Thence South 45° 14' 53" East, a distance of 137.07 feet to a point;
18. Thence South 62° 15' 35" East, a distance of 81.65 feet to a point;
19. Thence South 75° 00' 31" East, a distance of 45.28 feet to a 5/8" iron pin previously set;
20. Thence North 43° 04' 00" East, a distance of 163.27 feet to a point on the approximate shoreline of Lake Erie, passing over a 5/8" iron pin previously set at a distance of 148.27 feet;
21. Thence South 53° 20' 18" East, along the approximate shoreline of Lake Erie, a distance of 131.29 feet to a point;
22. Thence South 53° 11' 51" East, along the approximate shoreline of Lake Erie, a distance of 116.01 feet to a point;
23. Thence South 69° 09' 59" East, along the approximate shoreline of Lake Erie, a distance of 411.58 feet to a point the west line of Original Lot 31, and the east line of Original Lot 35;
24. Thence South 01° 28' 23" East, along the west line of Original Lot 31, and the east line of Original Lot 35, a distance of 790.99 feet to a 5/8" iron pin previously set;
25. Thence North 61° 34' 58" West, a distance of 71.79 feet to a 5/8" iron pin previously set;
26. Thence South 41° 14' 02" West, a distance of 93.57 feet to a 5/8" iron pin previously set;
27. Thence South 32° 00' 37" West, a distance of 192.93 feet to a 5/8" iron pin previously set;

28. Thence South $07^{\circ} 39' 15''$ West, a distance of 116.11 feet to a point;
29. Thence North $53^{\circ} 23' 08''$ East, a distance of 1.40 feet to a point;
30. Thence South $16^{\circ} 03' 55''$ West, a distance of 280.45 feet to a point referenced by a $5/8''$ iron pin found 2.24 feet north and 2.15 feet west, passing over a $1/2''$ iron pin found with a "Baharoglu" cap at 30.60 feet;
31. Thence South $60^{\circ} 33' 02''$ West, a distance of 340.18 feet to a $1/2''$ iron pin found with a "Baharoglu" cap;
32. Thence South $02^{\circ} 26' 36''$ East, a distance of 267.35 feet to a $5/8''$ iron pin previously set at a deflection point;
33. Thence South $02^{\circ} 17' 52''$ East, a distance of 300.00 feet to a $5/8''$ iron pin previously set;
34. Thence South $88^{\circ} 36' 22''$ West, a distance of 50.01 feet to a $5/8''$ iron pin;
35. Thence South $02^{\circ} 17' 52''$ East, a distance of 546.15 feet to a point on the centerline of Cleveland-Sandusky Road, passing over a $1/2''$ iron pin with a "Baharoglu" cap found at a distance of 510.51 feet;
36. Thence South $69^{\circ} 47' 23''$ West, along the centerline of Cleveland-Sandusky Road, a distance of 341.14 feet to a point;
37. Thence, along said curve to the right and the centerline of Cleveland-Sandusky Road, having a radius of 639.95 feet, a central angle of $14^{\circ} 21' 43''$, a curve length of 160.41 feet, a chord bearing of South $76^{\circ} 58' 15''$ West and a chord distance of 159.99 feet to a point;
38. Thence North $69^{\circ} 47' 23''$ East, a distance of 158.74 feet to a point;
39. Thence North $20^{\circ} 12' 37''$ West, a distance of 20.00 feet to a $5/8''$ iron pin previously set on the north right-of-way line of Cleveland-Sandusky Road and a curve to the right;
40. Thence, along said curve to the right, having a radius of 599.95 feet, a central angle of $36^{\circ} 27' 20''$, a curve length of 381.73 feet, a chord bearing of South $88^{\circ} 01' 03''$ West and a chord distance of 375.32 feet to a $1/2''$ iron pin found with a "Baharoglu" cap, passing over a $5/8''$ iron pin previously set at 301.96 feet;
41. Thence South $16^{\circ} 20' 26''$ West, along the north right-of-way line of Cleveland-Sandusky Road, a distance of 10.00 feet to a $1/2''$ iron pin found with a "Baharoglu" cap;

42. Thence North $73^{\circ} 39' 34''$ West, along the north right-of-way line of Cleveland-Sandusky Road, a distance of 498.73 feet to a $5/8''$ iron pin previously set;
43. Thence South $06^{\circ} 46' 08''$ West, a distance of 30.42 feet to a point on the original centerline of Cleveland-Sandusky Road;
44. Thence North $73^{\circ} 39' 34''$ West, along the original centerline of Cleveland-Sandusky Road, a distance of 324.84 feet to the principal place of beginning and containing 193.1232 acres of land more or less, of which 0.9955 acres (43,364.5829 Sq. Ft.) are within the right-of-way, 48.8347 acres are within Original Lot 25, Section 3, 5.3209 acres are within Original Lot 30, Section 2, 48.1671 acres are within Original Lot 35, Section 2 and 90.8005 acres are within Original Lot 36, Section 2, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 (2011) Datum, Geoid 12A, by ODOT VRS.

All $5/8''$ iron pins set are 30" long rebar with yellow plastic caps stamped "C.D.ENG 8456 & 8512".

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in July, 2022 per Adam E. Weaver, Registered Surveyor No. 8456 from an actual survey performed October, 2018 on the premises by Contractors Design Engineering.

**Contractors Design Engineering
Consulting Engineers and Surveyors
1623 Old State Road, Norwalk, Ohio 44857**

**Description For:
Sawmill Creek Annexation Exception 1
0.3284 Acres**

Being parcels of land located in part of Original Lot 35, Section 2, Huron Township, Township 6 North, Range 22 West, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at the northwest corner of Mariner Village Condominium, Building Number 8, P.V. 26, Pg. 54, thence North $78^{\circ} 44' 34''$ West, a distance of 87.26 feet to a 5/8" iron pin found with a "Baharoglu" cap and being the principal place of beginning;

1. Thence along a curve to the right, having a radius of 175.19 feet, a central angle of $62^{\circ} 30' 40''$, a curve length of 191.14 feet, a chord bearing North $47^{\circ} 29' 14''$ West and a chord distance of 181.80 feet to a 5/8" iron pin found with a "Baharoglu" cap;
2. Thence North $46^{\circ} 04' 34''$ West, a distance of 50.00 feet to a point;
3. Thence North $43^{\circ} 55' 26''$ East, a distance of 24.84 feet to a point;
4. Thence South $71^{\circ} 53' 10''$ East, a distance of 37.94 feet to a point;
5. Thence along a curve to the right, having a radius of 138.00 feet, a central angle of $27^{\circ} 08' 55''$, a curve length of 65.39 feet, a chord bearing South $58^{\circ} 18' 43''$ East and a chord distance of 64.78 feet to a point;
6. Thence South $44^{\circ} 44' 15''$ East, a distance of 106.11 feet to a point;
7. Thence along a curve to the left, having a radius of 212.00 feet, a central angle of $07^{\circ} 56' 51''$, a curve length of 29.41 feet, a chord bearing South $48^{\circ} 42' 41''$ East and a chord distance of 29.38 feet to a point;
8. Thence South $45^{\circ} 15' 45''$ West, a distance of 49.49 feet to the principal place of beginning and containing 0.3284 acres (14,305.1621 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 (2011) Datum, Geoid 12A, by ODOT VRS.

All 5/8" iron pins set are 30" long rebar with yellow plastic caps stamped "C.D.ENG 8456 & 8512".

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in July, 2022 per Adam E. Weaver, Registered Surveyor No. 8456 from an actual survey performed October, 2018 on the premises by Contractors Design Engineering.

**Contractors Design Engineering
Consulting Engineers and Surveyors
1623 Old State Road, Norwalk, Ohio 44857**

**Description For:
Sawmill Creek Annexation Exception 2
4.5342 Acres**

Being parcels of land located in part of Original Lot 35, Section 2, Huron Township, Township 6 North, Range 22 West, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1/2" iron pin found at the southeast corner of Mariner Village Condominium, Building Number 1, P.V. 24, Pg. 68 and being the principal place of beginning;

1. Thence North 54° 37' 47" West, a distance of 508.52 feet to a 5/8" iron pin found;
2. Thence North 06° 08' 37" East, a distance of 488.00 feet to a 5/8" iron pin found;
3. Thence North 16° 33' 19" East, a distance of 342.35 feet to a point;
4. Thence South 78° 44' 34" East, a distance of 130.00 feet to a point;
5. Thence South 41° 04' 34" East, a distance of 75.00 feet to a point;
6. Thence South 29° 56' 01" West, a distance of 120.11 feet to a point;
7. Thence South 16° 33' 19" West, a distance of 171.73 feet to a point;
8. Thence South 06° 08' 37" West, a distance of 386.44 feet to a point;
9. Thence South 72° 42' 13" East, a distance of 28.69 feet to a point;
10. Thence South 56° 51' 06" East, a distance of 128.97 feet to a point;
11. Thence South 54° 37' 47" East, a distance of 98.93 feet to a point;
12. Thence along a curve to the right, having a radius of 488.00 feet, a central angle of 01° 43' 38", a curve length of 14.71 feet, a chord bearing of South 06° 11' 40" East and a chord distance of 14.71 feet to a point;

13. Thence South $05^{\circ} 19' 51''$ East, a distance of 222.91 feet to the principal place of beginning and containing 4.5342 acres of land more or less, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 (2011) Datum, Geoid 12A, by ODOT VRS.

All 5/8" iron pins set are 30" long rebar with yellow plastic caps stamped "C.D.ENG 8456 & 8512".

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in July, 2022 per Adam E. Weaver, Registered Surveyor No. 8456 from an actual survey performed October, 2018 on the premises by Contractors Design Engineering.

**Contractors Design Engineering
Consulting Engineers and Surveyors
1623 Old State Road, Norwalk, Ohio 44857**

**Description For:
Sawmill Creek Annexation Exception 3
2.7814 Acres**

Being parcels of land located in part of Original Lots 35, Section 2, Huron Township, Township 6 North, Range 22 West, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 5/8" iron pin previously set at the southeast corner of Mariner Village Condominium Building Number 9, P.V. 28, Pg. 56 and being the principal place of beginning;

1. Thence North 59° 16' 38" West, a distance of 145.15 feet to a point;
2. Thence along a curve to the right, having a radius of 88.00 feet, a central angle of 64° 00' 08", a curve length of 98.30 feet, a chord bearing of North 27° 16' 34" West and a chord distance of 93.27 feet to a point;
3. Thence North 04° 43' 30" East, a distance of 267.25 feet to a point;
4. Thence along a curve to the right, having a radius of 318.00 feet, a central angle of 40° 54' 28", a curve length of 227.04 feet, a chord bearing of North 25° 10' 44" East and a chord distance of 222.25 feet to a point;
5. Thence North 45° 37' 58" East, a distance of 28.29 feet to a point;
6. Thence along a curve to the left, having a radius of 100.00 feet, a central angle of 66° 03' 49", a curve length of 115.30 feet, a chord bearing of South 36° 12' 23" East and a chord distance of 109.02 feet to a 5/8" iron pin previously set;
7. Thence South 69° 14' 12" East, a distance of 68.00 feet to a 5/8" iron pin previously set;
8. Thence along a curve to the right, having a radius of 50.00 feet, a central angle of 90° 00' 00", a curve length of 78.54 feet, a chord bearing of South 24° 14' 12" East and a chord distance of 70.71 feet to a 5/8" iron pin previously set;
9. Thence South 20° 45' 48" West, a distance of 5.00 feet to a 5/8" iron pin previously set;
10. Thence South 69° 14' 12" East, a distance of 24.00 feet to a 5/8" iron pin previously set;
11. Thence South 20° 45' 48" West, a distance of 355.00 feet to a 5/8" iron pin previously set;

12. Thence North $69^{\circ} 14' 12''$ West, a distance of 13.15 feet to a 5/8" iron pin previously set;
13. Thence South $06^{\circ} 08' 09''$ West, a distance of 72.65 feet to a 5/8" iron pin previously set;
14. Thence along a curve to the left, having a radius of 312.00 feet, a central angle of $10^{\circ} 07' 30''$, a curve length of 55.14 feet, a chord bearing of South $01^{\circ} 04' 24''$ West and a chord distance of 55.06 feet to the principal place of beginning and containing 2.7814 acres of land more or less, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 (2011) Datum, Geoid 12A, by ODOT VRS.

All 5/8" iron pins set are 30" long rebar with yellow plastic caps stamped "C.D.ENG 8456 & 8512".

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in July, 2022 per Adam E. Weaver, Registered Surveyor No. 8456 from an actual survey performed October, 2018 on the premises by Contractors Design Engineering.

**Contractors Design Engineering
Consulting Engineers and Surveyors
1623 Old State Road, Norwalk, Ohio 44857**

**Description For:
Sawmill Creek Annexation Exception 4
3.1639 Acres**

Being parcels of land located in part of Original Lots 35 & 36, Section 2, Huron Township, Township 6 North, Range 22 West, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 5/8" iron pin previously set at the southeast corner of Mariner Golf Villas, Fourth Amendment, P.V. 48, Pg. 67 and being the principal place of beginning;

1. Thence along said curve to the left, having a radius of 522.00 feet, a central angle of $14^{\circ} 41' 41''$, a curve length of 133.88 feet, a chord bearing of South $74^{\circ} 16' 16''$ West and a chord distance of 133.51 feet to a 1/2" iron pin found with a "Baharoglu" cap;
2. Thence South $66^{\circ} 55' 26''$ West, a distance of 78.02 feet to a mag nail found;
3. Thence along a curve to the right, having a radius of 148.00 feet, a central angle of $30^{\circ} 00' 00''$, a curve length of 77.49 feet, a chord bearing of South $81^{\circ} 55' 26''$ West and a chord distance of 76.61 feet to a mag nail found;
4. Thence North $83^{\circ} 04' 34''$ West, a distance of 320.84 feet to a 5/8" iron pin previously set;
5. Thence along a curve to the left, having a radius of 88.51 feet, a central angle of $28^{\circ} 27' 27''$, a curve length of 43.96 feet, a chord bearing of South $82^{\circ} 41' 42''$ West and a chord distance of 43.51 feet to a mag nail found;
6. Thence North $00^{\circ} 04' 34''$ West, a distance of 194.56 feet to a point;
7. Thence along a curve to the left, having a radius of 35.00 feet, a central angle of $99^{\circ} 24' 24''$, a curve length of 60.72 feet, a chord bearing of North $49^{\circ} 46' 46''$ West and a chord distance of 53.39 feet to a 1/2" iron pin found with a "Baharoglu" cap;
8. Thence North $80^{\circ} 31' 02''$ East, a distance of 266.24 feet to a point referenced by a 1/2" iron pin found with a "Baharoglu" cap found 0.27 feet north and 0.51 feet west;

9. Thence South $67^{\circ} 24' 22''$ East, a distance of 457.99 feet to a 5/8" iron pin previously set;
10. Thence South $07^{\circ} 10' 12''$ West, a distance of 52.95 feet to the principal place of beginning and containing 3.1639 acres of land more or less, of which 2.6860 acres are within Original Lot 35, Section 2 and 0.4779 acres (20,816.5529 sq. ft.) are within Original Lot 36, Section 2, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 (2011) Datum, Geoid 12A, by ODOT VRS.

All 5/8" iron pins set are 30" long rebar with yellow plastic caps stamped "C.D.ENG 8456 & 8512".

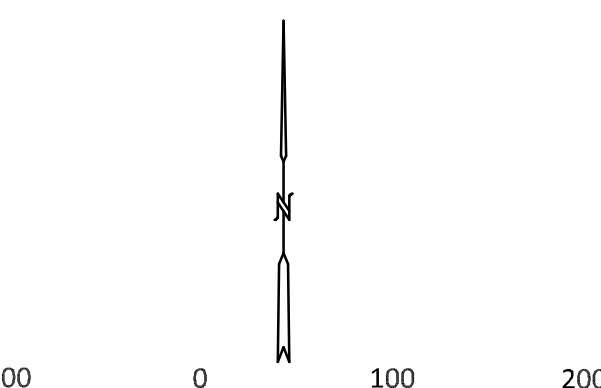
This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in July, 2022 per Adam E. Weaver, Registered Surveyor No. 8456 from an actual survey performed October, 2018 on the premises by Contractors Design Engineering.

EXHIBIT 2

Map of the Territory to be Annexed

(Commencing on following page)

MAP AND DESCRIPTIONS HEREON ARE FOR ANNEXATION ONLY; NOT INTENDED TO USE FOR TRANSFER OF TITLE.



SCALE 1"=100'
BEARINGS ARE BASED ON GRID NORTH OF THE OHIO STATE PLANE COORDINATE SYSTEM, NAD83 (2011) DATUM, GEOID 12A, BY GDOT VRS

ANNEXATION CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	109.41	839.59	14° 21' 45"	S 75° 58' 15" W	189.99
C2	381.73	899.58	36° 27' 20"	S 68° 01' 03" W	378.32
EXCEPTION 1 CURVE TABLE					
C3	68.39	138.07	27° 08' 55"	S 89° 15' 43" E	64.78
C4	29.41	212.00	07° 56' 51"	S 49° 42' 41" E	29.38
EXCEPTION 2 CURVE TABLE					
C5	14.71	488.00	01° 43' 38"	S 00° 11' 40" E	14.71
C6	58.14	312.00	07° 07' 30"	S 01° 04' 24" W	58.06
EXCEPTION 3 CURVE TABLE					
C7	123.88	222.00	14° 41' 41"	S 74° 16' 16" W	133.51
C8	77.49	146.00	30° 00' 00"	S 81° 55' 20" W	76.01
C9	43.96	88.51	28° 27' 27"	S 62° 41' 42" W	43.51
C10	60.72	38.00	99° 24' 24"	S 49° 46' 46" W	53.39

EXCEPTION 1
TOTAL AREA: 0.036 Acres (0.36, 1021 Sq. Ft.)
EXCEPTION 2
TOTAL AREA: 4.834 Acres
EXCEPTION 3
TOTAL AREA: 2.714 Acres
EXCEPTION 4
TOTAL AREA: 3.109 Acres
Original Lot 35, Section 2, 2.690 Acres
Original Lot 36, Section 2, 5.477 Acres (20,114,523 sq. ft.)

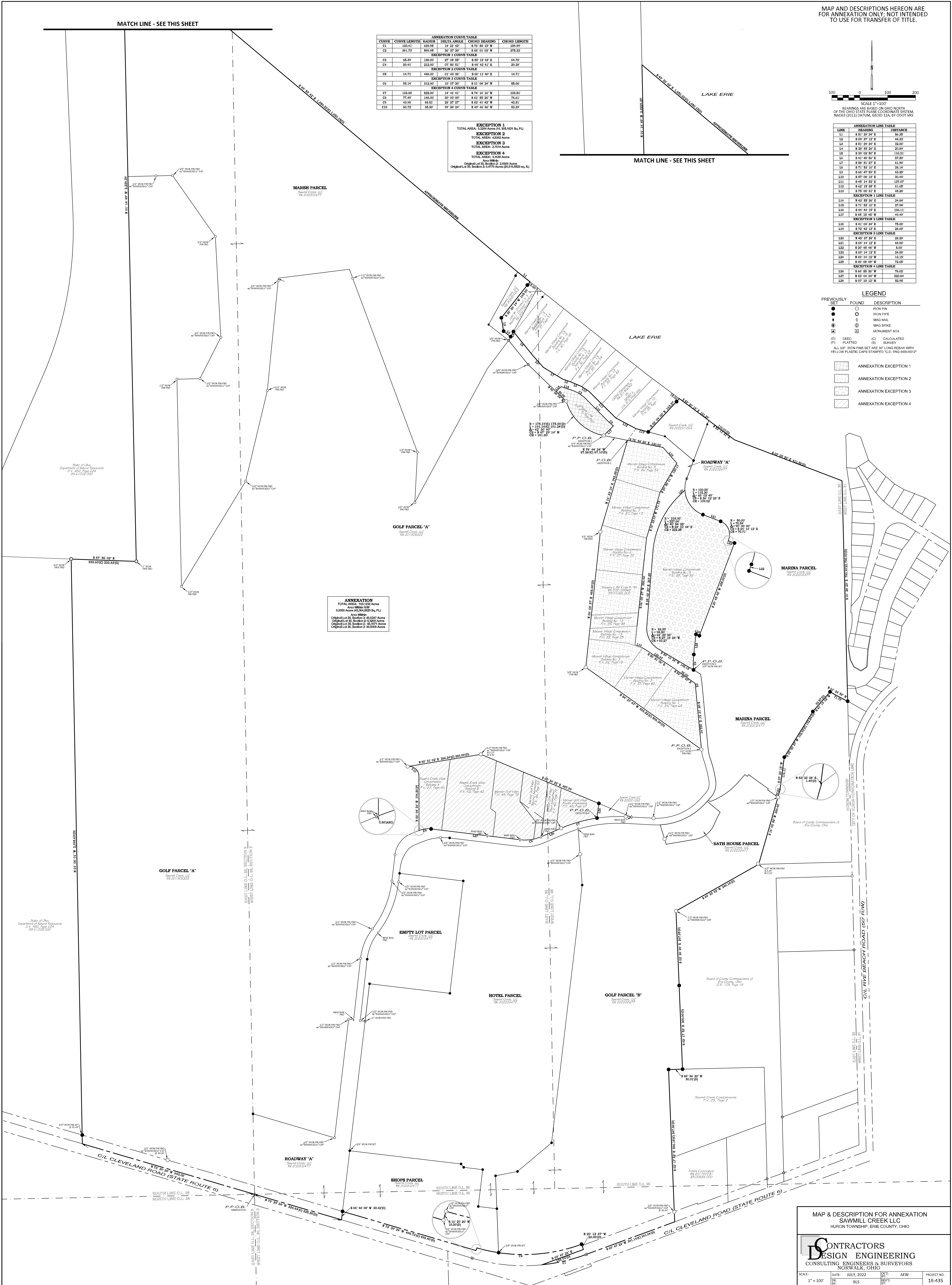
ANNEXATION LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 51° 39' 34" E	56.35
L2	S 69° 27' 12" E	46.33
L3	S 51° 39' 34" E	56.35
L4	N 34° 58' 26" E	20.89
L5	S 39° 02' 50" E	110.31
L6	S 47° 46' 50" E	57.50
L7	S 68° 51' 27" E	81.90
L8	S 71° 18' 10" E	28.14
L9	S 66° 47' 59" E	43.25
L10	S 87° 08' 18" E	30.49
L11	S 48° 14' 53" E	137.07
L12	S 62° 19' 38" E	01.45
L13	S 79° 09' 31" E	65.28
EXCEPTION 1 LINE TABLE		
L14	N 43° 58' 26" E	24.84
L15	S 71° 58' 10" E	37.94
L16	S 44° 44' 18" E	136.11
L17	S 45° 18' 45" W	19.49
EXCEPTION 2 LINE TABLE		
L18	S 41° 04' 34" E	76.00
L19	S 72° 42' 13" E	28.69
EXCEPTION 3 LINE TABLE		
L20	N 45° 37' 58" E	28.29
L21	S 69° 14' 12" E	64.00
L22	S 29° 45' 45" W	5.00
L23	S 69° 14' 12" E	24.00
L24	N 69° 14' 12" W	13.18
L25	S 60° 58' 09" W	72.65
EXCEPTION 4 LINE TABLE		
L26	S 66° 48' 26" W	16.03
L27	N 53° 05' 34" W	320.84
L28	S 07° 10' 12" W	52.95

LEGEND

PREVIOUSLY SET	FOUND	DESCRIPTION
●	○	IRON PIN
○	○	IRON PIPE
○	○	MAG NAIL
○	○	MAG SPIKE
○	○	MONUMENT BOX
○	○	DEED PLATTED
○	○	(S) CALCULATED SURVEY

ALL 5/8" IRON PINS SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED "C.D. ENG. 4/6/2012"

■	ANNEXATION EXCEPTION 1
■	ANNEXATION EXCEPTION 2
■	ANNEXATION EXCEPTION 3
■	ANNEXATION EXCEPTION 4



MAP & DESCRIPTION FOR ANNEXATION
SAWMILL CREEK LLC
HURON TOWNSHIP, ERIE COUNTY, OHIO

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE: 1" = 100' DATE: JULY, 2022 C'D: AEW PROJECT NO: 18-435
DR: BLS REV: 01

EXHIBIT 3

LIST OF PARCELS WITHIN THE TERRITORY PROPOSED FOR ANNEXATION

The territory to be annexed consists of 12 parcels, each owned by Sawmill Creek, LLC, One Cedar Point Drive, Sandusky, Ohio:

1. 39-01076.029
2. 39-01076.004
3. 39-01076.000
4. 39-01076.005
5. 39-00553.000
6. 39-00827.000
7. 39-00859.000
8. 39-00864.000
9. 39-00864.001
10. 39-01076.001
11. 39-01076.017
12. 39-01076.003

LIST OF ADJACENT TRACTS

Based on Erie County Fiscal Office's current tax list as of June 15, 2022

39-01077.006
KEKELIK NANCY A
16079 FALMNUTH DR
STRONGSVILLE OH 4413

39-01077.001
SAGER PATRICIA A
15 SAWMILL CREEK DR W
HURON OH 44839

39-01076.016
LANGE TODD
19 LINCOLN AVE
CROMPOND NY 10517

39-01076.026
SCHIEFLEY DANIEL J
SUCCESSOR TRUSTEE
1604 E PERKINS AVE
SANDUSKY OH 44870

39-01076.028
MOLNAR PETER MICHAEL & KRISTINE L TRUSTEES
4703 SE 17TH PLACE # 505
CAPE CORAL FL 33904

39-01076.011
DANIELS JOHN B & VICTORIA E CO TRUSTEES
5221 SPRUCE POINTE LN
BRUNSWICK OH 44212

39-00353.000
EISENBERG BURT E TRUSTEE
7935 AIRPORT RD
NAPLES FL 34109

39-00419.000
RESORT PROPERTIES MANAGEMENT LTD
609 MARINER VILLAGE
HURON OH 44839

39-00060.000

BENNETT DANIEL F & KRISTINE M
2408 CLEVELAND ROAD W
HURON OH 44839

39-00052.000

HILL GREGORY L & THOMAS G BLEILE
609 MARINER VILLAGE
HURON OH 44839

39-60930.000

ERIE COUNTY BOARD OF COUNTY COMMISSIONERS
247 COLUMBUS AVE.
RM. 210
SANDUSKY, OH 44870-2635

39-01002.000

SAWMILL HURON LLC
911 TAYLOR AVE
HURON OH 44839

Parcel No. 39-00534.000

TRESHA CORPORATION
2314 TROY RD
DELAWARE OH 43015

39-01091.000

LJJ OHIO LLC
132 SHEPPARD AVE
NY ONTARIO M2N 1M5

39-01089.000

EISENBERG BURT E TRUSTEE
7935 AIRPORT RD
NAPLES FL 34109

39-01076.031

DORRANCE JOHN W JR & MARTHA J TRUSTEES
9965 CALLAWOODS DR
CANFIELD OH 44406

39-01076.014

INGLEY DAVID & LINDA
269 SOUTHARD ST
KEY WEST FL 33040

39-01076.019

PUHALA PHILIP & BARBARA
708 MARINERS VILLAGE
HURON OH 44839

39-01026.095

BARRY ELIZABETH M TRUSTEE
315 BONNIE LANE
AURORA OH 44202

39-01076.009

FRY JAMES D
706 MARINER VILLAGE
HURON OH 44839

39-01076.007

RUSSIN JEAN L TRUSTEE
704 MARINER VILLAGE DR
HURON OH 44839-1034

39-01076.013

OZZIAC ENTERPRISES INC
380 E PARK
NORWALK OH 44857

39-01076.010

THORSON DAVID L & RHONDA
700 MARINER VILLAGE
HURON OH 44839

39-01076.002

HILL GREGORY L
626 MARINER VILLAGE
HURON OH 44839

39-01026.010

BROWN NANCY L TRUSTEES
529 MARINER VILLAGE
HURON OH 44839

39-01026.016

RUBICK WILLIAM D TRUSTEE
525 MARINER VILLAGE
HURON OH 44839

39-01026.021
EVERSON ANNE M TRUSTEE
521 MARINER VILLAGE
HURON OH 44839

39-01026.000
HILL GREGORY L & LISA R
609 MARINER VILLAGE
HURON OH 44839

39-01026.097
PARKER TONIA F & STEVEN L CONKLIN
514 MARINER VILLAGE DR
HURON OH 44839

39-01026.096
BRIAN GARY S & VICTORIA
51 MARINER VILLAGE
HURON OH 44839

39-01026.005
DEWEY MICHAEL C & JILL MARTIN
509 MARINER VILLAGE
HURON OH 44839

39-01026.001
ROUTE 20 DEVELOPMENT LLC
1505 GREAT WOODS PL
LONGVIEW TX 75605

39-00986.000
VERMEEREN BARRY W & DIXIE A
501 MARINER VILLAGE DR
HURON OH 44839

39-61002.000
STATE OF OHIO DEPT OF NAT RESOURCES
2045 MORSE ROAD
COLUMBUS, OH

39-61008.000
STATE OF OHIO DEPT OF NAT RESOURCES
2045 MORSE ROAD
COLUMBUS, OH

39-00054.000

POKORNY DONALD & ANN
711 MARINER VILLAGE
HURON OH 44839

39-00053.001

HURON ECONO LODGE LP 3/4 & RAF DEVELOPMENT CO INC 1/4
C/O DENNIS MICHELSON
6322 146TH ST S.W.
EDMONDS WA 98026

39-00052.000

HILL GREGORY L & THOMAS G BLEILE
609 MARINER VILLAGE
HURON OH 44839

39-00060.000

BENNETT DANIEL F & KRISTINE M
2408 CLEVELAND ROAD W
HURON OH 44839

39-00419.000

RESORT PROPERTIES MANAGEMENT LTD
609 MARINER VILLAGE
HURON OH 44839

43-00131.000

DOUBLER DAVID & TRACY
2420 HOLLYLANE DR
BROADVIEW HEIGHTS OH 44147

EXHIBIT 4

Certified Copy of the Annexation Agreement
by and Between Huron Township, Erie County, Ohio and the City of Huron, Erie County, Ohio

(Commencing on following page)

CERTIFICATION

I, Terri S. Welkener, Clerk of the Council of the City of Huron, Ohio, do hereby certify that the attached is a true and correct copy of Resolution No. 42-2021 adopted at a regular meeting of the Council of the City of Huron, Erie County, Ohio which was held on July 13, 2021.

Given under my hand and seal this 24th day of June, 2022.



Terri S. Welkener
Clerk of Council



RESOLUTION NO. 42-2021

Introduced by Monty Tapp

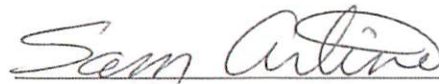
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001.

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

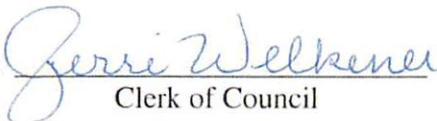
SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to enter into an agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, which agreement shall be substantially in the form of the Annexation Agreement on file in the office of the Clerk of Council.

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: 13 JUL 2021

**ANNEXATION AGREEMENT
BY AND BETWEEN
HURON TOWNSHIP (ERIE COUNTY), OHIO
AND
THE CITY OF HURON, OHIO**

**Dated as of
August 31, 2021**

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into by and between the Board of Trustees of Huron Township, the legislative authority of and for Huron Township, a political subdivision duly organized and validly existing under the laws of the state of Ohio ("Township"), and the Council of the city of Huron, Ohio, the legislative authority of and for the city of Huron, Ohio, a municipal corporation duly organized and validly existing under its Charter and the Constitution and the laws of the state of Ohio ("City") (collectively, the "Parties").

WHEREAS, the Township and City are political subdivisions located adjacent and contiguous to each other within Erie County, Ohio;

WHEREAS, the City and Township desire to cooperate in creating and preserving jobs through commercial development and to cooperate in inducing and fostering economic development within the state of Ohio, and more particularly within the territories to which this Agreement pertains;

WHEREAS, the Township and City have cooperated in other matters, including but not limited to, provision of infrastructure and services to benefit citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas;

WHEREAS, a certain landowner, Sawmill Creek LLC, has expressed a desire to pursue annexation of certain parcels located within and around the Sawmill Creek Golf Club, Resort, and Conference Center area, which parcels are listed and described in Attachment A hereto and incorporated herein (the "Annexation Parcels") in connection with a planned redevelopment of the Annexation Parcels (the "Project");

WHEREAS, in accordance with Ohio Revised Code Section 709.192 the City has agreed that upon the annexation of the Annexation Parcels to the City, the City will make certain service payments to the Township as set forth herein;

WHEREAS, the annexation of the Annexation Parcels will, if successful, require economic development assistance in various forms;

WHEREAS, the City and Township are willing to entertain reciprocal requests for economic development assistance if the annexation occurs upon terms mutually satisfactory to both Parties;

WHEREAS, after the annexation, if successful, the Annexation Parcels will remain in the Township and remain subject to Township property taxes, as set forth herein;

WHEREAS, the Parties believe that annexation of the Annexation Parcels will benefit their mutual interests if annexed to the City;

WHEREAS, the owner of the Annexation Parcels (the "Property Owner") and the City are negotiating the terms of a Development Agreement (the "Development Agreement") setting forth

the obligations of such parties with respect to the Annexation Parcels, including but not limited to the provision of infrastructure and services to the Project by the City and the Township and the provision by the City of tax increment financing under Section 5709.41 (the "TIF") with respect to the Annexation Parcels; and

WHEREAS, this Agreement is authorized under the provisions of Sections 709.192 and 709.022 of the Ohio Revised Code and other applicable laws of the state of Ohio and has been approved by the respective legislative authorities of both Parties and by the Owner.

NOW, THEREFORE, in consideration for the mutual promises contained herein the Parties covenant and agree as follows:

ARTICLE 1

ANNEXATION OF ANNEXATION PARCELS AND LIMITATIONS

Section 1.1. Designation of Annexation Parcels. This Agreement shall apply to the annexation of the Annexation Parcels listed in Attachment A.

Section 1.2. Annexation of Annexation Parcel. The Township agrees and consents to the annexation of the Annexation Parcels to the City in accordance with the terms of this Agreement.

- A. **Procedure:** The Property Owner of the Annexation Parcels, at its sole expense, shall pursue and file the annexation petition, including but not limited to preparing the annexation petition, map, and legal description and paying any filing fee(s), in accordance with the provisions of the Expedited Type 1 procedures set forth in Sections 709.021 and 709.022 of the Ohio Revised Code. Any such annexation of the Annexation Parcels shall also comply with the terms of this Agreement.
- B. **Scope of Petition:** The agent for Property Owner shall process the annexation of the Annexation Parcels under one (1) annexation petition that includes all of the Annexation Parcels.
- C. **Effect of Annexation:** The City shall not, during any Term of this Agreement, seek to exclude the Township from any portion of the Annexation Parcels by conforming Township boundaries under Chapter 503 of the Ohio Revised Code or any future statute of like tenor or effect. In other words, it is the express intention and agreement of the Parties that there shall exist an overlay of the City and Township boundaries for all portions of the Annexation Parcels that will be annexed to the City under the terms of this Agreement and that, while this Agreement is in effect, the Annexation Parcels remain subject to the Township's real property taxes not included in the tax increment financing described in Section 2.3 and, further, that after the expiration of the tax increment financing described herein, the Annexation Parcels shall remain subject to the Township's real property taxes, during any Term of this Agreement.
- D. **Cooperative Efforts:** Upon the filing of the annexation petition for the annexation of the Annexation Parcels to the City in accordance with the terms of this

Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. Each Party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the County Commissioners. Upon the granting of the annexation petition by the County Commissioners, the City shall accept the annexation at the earliest time permitted by law, including accepting the annexation on an emergency basis.

- i. The City and the Township agree that they will communicate with each other as to any future, proposed annexation(s) from the Township to the City and attempt to reach a consensus that is mutually beneficial to both Parties, as well as to the property owner(s).

ARTICLE 2

GOVERNMENT SERVICES AND TAXES

Section 2.1. Zoning of the Annexation Parcels. The Annexation Parcels are currently zoned R-3 PUD under the Huron Township Zoning Resolution. Upon the annexation of and the acceptance by the City of the Annexation Parcels, the City intends to adopt and apply its zoning to the Annexation Parcels. The City Administration will work with the Owner to determine the zoning designation that most closely aligns with the current use of the Annexation Parcels and will expeditiously process any rezoning request/documents that may be presented to City Administration and submit to City Council for final approval, as soon as practicable following acceptance of the annexation. It is expressly understood that City Council makes the final determination on any rezoning, including the appropriate zoning designation.

Section 2.2. Government Services. Upon the annexation of the Annexation Parcels to the City, the Township will continue to provide all ordinary township services to the Annexation Parcels, just as the Township provides those same services to similar properties within its jurisdiction and boundaries; however, the City will be the primary first responders (police, fire, EMS) to the Annexation Parcels. Water and sewer is currently and will continue to be provided by the County; however, the City reserves the right to unilaterally provide the Annexation Parcels with any and all utilities, including but not limited to water, sewer, electric and/or broadband. In addition, the City shall provide road/street maintenance, planning, zoning, building, and engineering services to any public roadway(s) within the Annexation Parcels. There are currently within the Annexation Parcels certain private roads/streets. The City will not provide road/street maintenance services to any such private roads/streets unless and until any such private road(s)/street(s) is/are dedicated to the City and, therefore, become public road(s) and/or street(s).

Notwithstanding the provisions of this section, the City and Township agree that this Agreement shall not affect the continuation of mutual aid arrangements and agreements for fire protection currently in effect. This Section 2.2 is not intended to limit the ability of either the City and/or Township to negotiate mutual aid agreements in the future as they shall find mutually advantageous.

The City and Township recognize and agree that, within the territory subject to this Agreement, annexation of any portion of such territory that results in:

- A) An island or islands of Township Territory being located within the City and/or
- B) An island or islands of the City being located within the Township

will not be detrimental to the provision of government services or sewer or water utility services provided to residents and businesses located within such islands [which Township and City recognize as being especially true when territory annexed to the City will not be excluded from Township] and the creation of such island or islands is neither unreasonable or arbitrary and should not and will not prevent the annexation of territory to the City.

Section 2.3 **Taxes.** The City and the Township acknowledge and agree that, to aid the Township in support of its provision of vital services within the Annexation Parcels, and to provide for City services as set forth herein to the same, tax revenue from the Annexation Parcels shall be allocated as set forth below, with amounts owed to the Township constituting payments in lieu of taxes under Ohio Revised Code Section 709.192. During the Term of this Agreement:

- A. **Income Tax:** The City shall retain 100% of any City income tax revenue generated from the Annexation Parcels.
- B. **Bed Tax:** The Township shall collect and retain 100% of any bed tax generated from the Annexation Parcels.
- C. **Property Tax:**
 - a. Each of the City and the Township shall retain 100% of any real property tax revenue generated from existing real estate value within the Annexation Parcels (as of the date when the County Auditor establishes the base value with respect to the Annexation Parcels) and relating to the applicable parties' inside millage or voted levies.
 - b. Real property tax revenue generated from increases to real estate value within the Annexation Parcels and relating to new construction (i.e., the incremental value after the County Auditor establishes the base value with respect to the Annexation Parcels) shall be made available to the City and applied in accordance with Ohio Revised Code Section 5709.41 and the Development Agreement.
 - c. Except as set forth in Section 2.3(C)(b), the Township shall receive 100% of any real property tax revenue generated from increases to real estate value within the Annexation Parcels and relating to the Township's inside millage or voted levies (i.e., increases relating to triennial or sexennial updates and not new construction).

d. The City and Township agree that for the term of this Agreement, and for any renewal thereof, the Township shall receive from the City, in the form of a semiannual service payment ("Service Payment"), the equivalent of the amount of any real property tax revenue shortfall to the Township generated as a result of the City's annexation of the Annexation Parcel and application of Section 2.3 of the Agreement. Unless the Service Payment is paid directly to the Township through the Erie County Auditor, the City shall tender the Service Payment directly to the Township and such payment shall be made within fifteen (15) days after the Erie County Auditor settles real property taxes with the City. The Parties agree that the Erie County Auditor's calculation of the Township's shortfall in the Township's real property tax revenue, by applying the following allocation of inside (unvoted) and outside (voted) property tax revenue, shall be deemed by the Parties to be the amount of the Service Payment owed to the Township:

- i. Base value: Township receives full tax amount on Township's unvoted and voted levies imposed on territory post-annexation.
- ii. Triennial and sexennial increases to base: Township receives full amount on Township's unvoted and voted levies imposed on territory post-annexation.
- iii. In application of subsections (i) and (ii) immediately above, Township receives, in the form of the semi-annual Service Payment, full amount from the City, relating to base and sexennial increases, that will not be received by the Township, for Township's unvoted and voted levies because of the annexation (cemetery, library, road and bridge, and fire & EMS).

e. For the avoidance of doubt, the Parties acknowledge and agree that the annexation contemplated hereunder shall not result in the removal of any existing or future Township levies with respect to the Annexation Parcels.

f. Any real property tax payments received after the expiration of the TIF and during the term of this Agreement shall be allocated in accordance with subsections 2.3(C)(i)(ii) hereof.

D. Effect of Tax Abatement on Township: Except with respect to the TIF, if, during the term of this Agreement, the City with respect to any property comprising any portion of the Annexation Parcels grants any exemption, deferral, or abatement of any residential, commercial or industrial, real, personal or public utility real and personal property taxes pursuant to Sections 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.62 or 5709.88 of the Revised Code (or any future or similar statute(s) of like tenor or effect) with respect to any such property, then, beginning on January 1 thereafter, the City shall pay the Township a sum equal to the difference between (i) the tax revenue received by the Township during the previous calendar year with respect to the property on which such exemption, deferral or abatement was granted, and (ii) the tax revenue that the Township would have received during such

previous year with respect to such property had such exemption, deferral or abatement not been granted by the City.

- E. The Parties agree that, during the Term of this Agreement, new taxes may be authorized by the Ohio General Assembly and some current taxes may be reduced or eliminated by the Ohio General Assembly. The Parties therefore agree to meet and discuss if any new tax(es) involving the land described in Section 1.1 arise(s) during the Term of this Agreement, or if local government or current tax forms change. The Parties also agree to negotiate in good faith to rework the financial terms of this Agreement, if necessary, to equitably divide the new or modified tax revenue in a manner consistent with the original terms of this Agreement.

Nothing in this Agreement shall be construed to require non-uniform taxation within the City or the Township, in violation of Article XII, Section 2 of the Ohio Constitution.

ARTICLE 3

TERM OF AGREEMENT

Section 3.1. Term and Renewal.

The initial term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date (the "Initial Term"). Unless one or both legislative authority(ies) of a/the Party(ies) affirmatively act(s) to terminate this Agreement within six (6) months prior to the expiration of the Initial Term or any subsequent ten (10)-year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of ten (10) years, and this Agreement shall continue to be automatically renewed thereafter for similar ten (10)-year periods at the end of each renewal period with no limit upon the number of such renewals. The "Term" of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

Notwithstanding the foregoing, the Parties agree to meet and confer at any time within the Initial Term and/or any subsequent ten (10)-year Term if one of the Parties reasonably determines that there has been a significant change in circumstances such that the Parties should consider amending the terms of this Agreement.

ARTICLE 4

GENERAL PROVISIONS

Section 4.1. Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

During the Term(s) of this Agreement, if any proceedings or other effort is initiated or made that seeks to initiate change to the Township boundaries in order to exclude all or any portion of the Annexation Parcels from the Township, the City and the Township shall exercise their best efforts in resisting such proposed change, including, without limitation, denying any petition seeking such change; refraining from supporting such change; vigorously resisting, in both administrative and judicial forums, and with the assistance of the City's and the Township's respective legal counsel, any effort or action seeking such change; and otherwise undertaking such actions as may be reasonably required by either Party which will be detrimental to the success of any effort seeking such change.

Section 4.2. Signing Other Documents. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

Section 4.3. Mediation. In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any Party filing a lawsuit. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

Section 4.4. Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both; or the non-defaulting party may pursue such other remedies as may be available.

Section 4.5. Character of Payments. Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy or any other revenue by and between any Parties except as

is explicitly set forth in Section 2.3. Any language within this Agreement which employs an amount of any tax to be collected as part of a calculation for determining a sum to be paid by one Party to the other Party is intended, and therefore to be interpreted, as a reasonable, practical and convenient mechanism which the Parties have agreed to use to compute, in a less controversial manner, the payments to be made by one Party to another for services and other items of value to be received by the paying Party. No payments to be made under this Agreement are intended to be a sharing of proceeds of any tax levy proscribed by Section 709.192(D) of the Ohio Revised Code.

Section 4.6. Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of each of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

Section 4.7. Immunities Preserved. By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

Section 4.8. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 4.9. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Constitution or of the Ohio Revised Code.

Section 4.10. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 4.11. Agreement. The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 4.12. Liberal Construction. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into annexation agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the

desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

Section 4.13. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

(a) The Township at: Huron Township Board of Trustees, 1820 Bogart Road, Huron, Ohio 44839 Attention: Fiscal Officer, with a copy simultaneously sent or delivered to: The Erie County Prosecutor's Office.

(b) The City at: City of Huron, 417 Main Street, Huron, Ohio 44839 Attention: City Manager, with a copy simultaneously sent or delivered to: Rob McCarthy, Bricker & Eckler LLP, 100 S. Third Street, Columbus, Ohio 43215.

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

Section 4.14. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.


Section 4.15. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 4.16. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

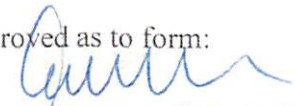
Section 4.17. Effective Date. This Agreement is effective upon each Party's formal acceptance thereof by its respective legislative authority, and the Effective Date is the date on which the last Party's authorized representative/officer signs the Agreement.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on the respective date(s) written below.

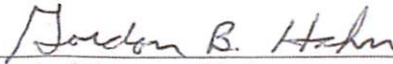
THE CITY OF HURON, ERIE COUNTY, OHIO

By: 
Its: Matthew Lasko, City Manager
Date: 8/25/21

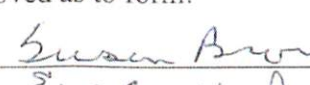
Approved as to form:

By: 
Todd A. Schrader, Law Director

HURON TOWNSHIP, ERIE COUNTY, OHIO

By: 
Its: Board of Trustees Chairman
Date: 8-9-2021

Approved as to form:


By: , Assistant Prosecutor
Erie County Prosecutor's Office

ATTACHMENTS: Attachment A – Annexation Parcel Numbers/County Tax ID Numbers

PROPERTY OWNER'S CONSENT AND AGREEMENT

The Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to effect the annexation contemplated herein. The Property Owner agrees to reimburse the Township for any costs incurred by the Township in connection with the annexation and the Development Agreement contemplated herein.

SAWMILL CREEK LLC

By: 
Authorized Representative
Date: 8-31-2021

ATTACHMENT A

The Annexation Parcel consists of the following parcels as numbered and in the records of the County Auditor of Erie County, Ohio, and as further depicted and shown on the Annexation Parcel Map attached as Attachment B:

Parcel Numbers:

39-01076.029

39-01076.004

39-01076.000

39-01076.005

39-00553.000

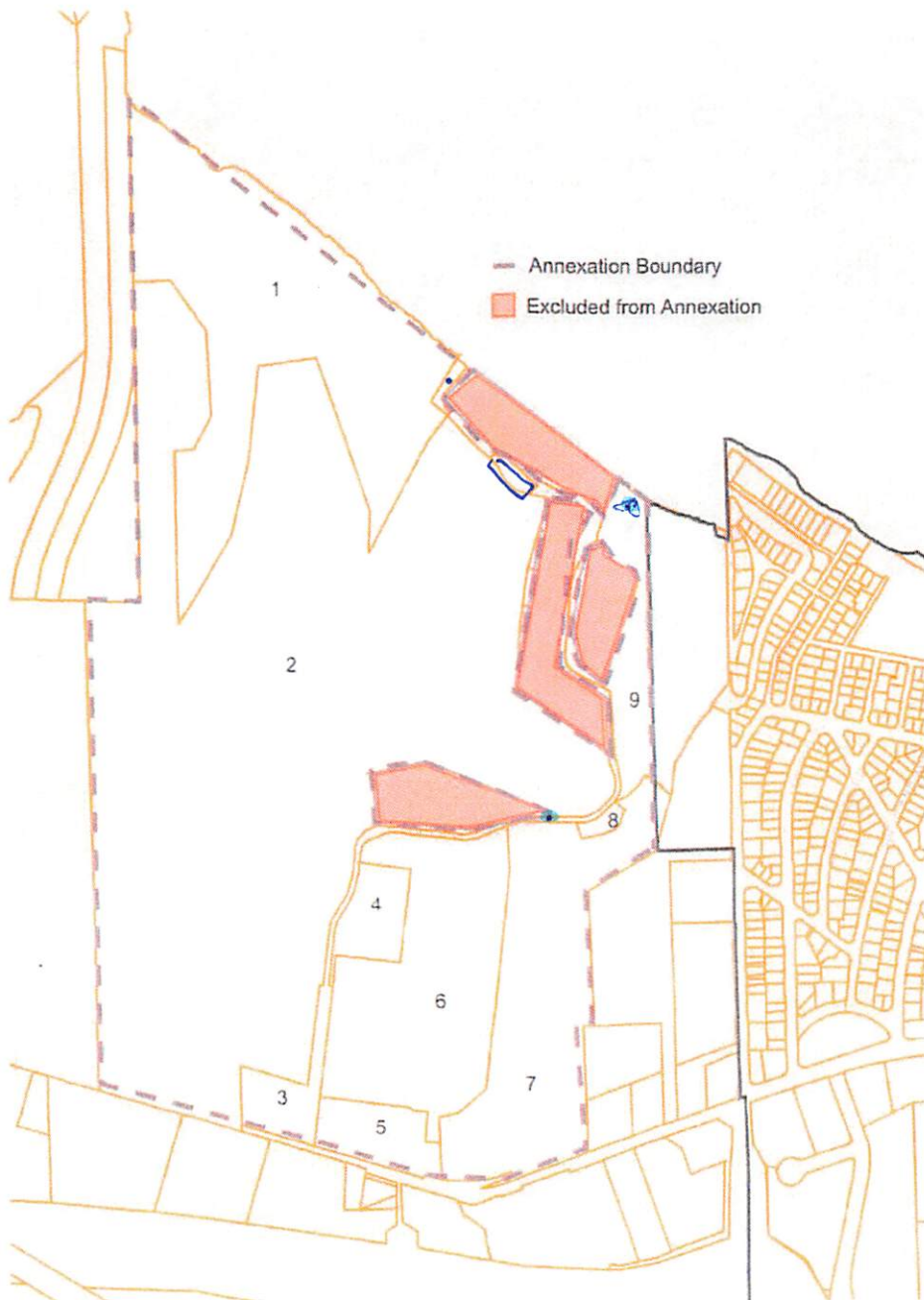
39-00827.000

39-00859.000

39-00864.000

39-00864.001

ATTACHMENT B



RESOLUTION NO 2021-13

RESOLUTION OF THE HURON TOWNSHIP TRUSTEES, ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH THE CITY OF HURON, ERIE COUNTY, OHIO, RELATED TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO, PERMANENT PARCEL NUMBERS 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001

The Board of Trustees of Huron Township, Erie County, Ohio, met this 9th day of August, 2021, at the Township Office Building, 1820 Bogart Road, Huron, Ohio, in special session with the following members present:

Mr. Hahn
Mr. Enderle
Ms. Schlessman

Mr./Ms. SCHLESSMAN introduced the following resolution and urged its adoption.

WHEREAS, the Huron Township, Erie County, Ohio ("Township") and the City of Huron in Erie County, Ohio ("City") are political subdivisions located adjacent and contiguous to each other within Erie County, Ohio; and

WHEREAS, the City and Township desire to cooperate in creating and preserving jobs through commercial development and to cooperate in inducing and fostering economic development within the state of Ohio, and more particularly within their two territories; and

WHEREAS, the Township and City have cooperated in other matters, including but not limited to, provision of infrastructure and services to benefit citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas; and

WHEREAS, a certain landowner, Sawmill Creek LLC ("Property Owner"), has expressed a desire to pursue annexation of certain parcels that are located within and around the Sawmill Creek Golf Club, Resort, and Conference Center area, which parcels are described as PARCELS #39-01076.029, #39-01076.004, #39-01076.000, #39-01076.005, #39-00553.000, #39-00827.000, #39-00859.000, #39-00864.000, & #39-00864.001 ("Annexation Parcels"), in connection with a planned redevelopment of the Annexation Parcels; and

WHEREAS, the Annexation Parcels in Huron Township, Erie County, Ohio, are contiguous to the City of Huron and solely owned by Sawmill Creek LLC.; and

WHEREAS, the Board of Trustees of Huron Township have been notified that pursuant to Ohio Revised Code Section 709.021 & 709.022, the Property Owner will be filing with the Board of County Commissioners of Erie County, Ohio ("County Commissioners") a Petition for Annexation of the contiguously situated Annexation Property to the City of Huron; and

WHEREAS, the Board of Trustees of Huron Township have been notified that the Petition will be filed with the Erie County Commissioners in accordance with the provisions of the Expedited Type 1 procedures set forth in Ohio Revised Code Sections 709.021 and 709.022, and other applicable laws of the State of Ohio, and is being requested by unanimous agreement of all the owners of the affected parcels and that no hearing is required under Ohio Revised Code Section 709.22 (A); and

WHEREAS, by authority of ORC § 709.192, the Board of Trustees of Huron Township desires to enter into an annexation agreement with the City under terms substantially consistent with the attached Annexation Agreement (Exhibit A) to outline the procedures under which the annexation of the Annexation Property to the City would occur, if annexation is successful, and to set forth the obligations and entitlements of the parties to the Annexation Agreement; and

WHEREAS, under the terms of the proposed Annexation Agreement, after the annexation, if successful, the Annexation Parcels will remain in the Township and remain subject to Township property taxes; and

WHEREAS, the Board of Trustees of Huron Township deems it to be in the best interest of the Township and its residents to enter into an annexation agreement substantially in the form of the attached Annexation Agreement with The City of Huron, related to the City of Huron's annexation of the Annexation Parcels.

NOW, THEREFORE, BE IT RESOLVED BY THE HURON TOWNSHIP TRUSTEES, HURON TOWNSHIP, ERIE COUNTY, OHIO:

SECTION 1. The Huron Township Board of Trustees hereby authorizes and directs Chairman Gordon Hahn to enter into an annexation agreement with The City of Huron, in representative capacity on behalf of the Huron Township Board of Trustees, related to the City of Huron's annexation of Erie County, Ohio, permanent Parcel Numbers 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001 (Annexation Parcels), which agreement shall be substantially in the form of the Annexation Agreement attached and marked EXHIBIT A.

SECTION 2. The Huron Township Board of Trustees consents to the annexation of the aforementioned Annexation Parcels in Huron Township, Erie County, Ohio, to the City of Huron under such terms as are substantially consistent with the terms of the attached Annexation Agreement;

SECTION 3. The Huron Township Board of Trustees finds and determines that all formal actions relative to the adoption of this resolution were taken in open meetings of the Board as required by law; that notice of each meeting was duly published; that all deliberations of this Board that resulted in formal action were taken in meetings open to the public in compliance with Ohio Revised Code Section 121.22.

Mr./Ms. Enderle seconded the motion, and the roll call being called upon its adoption, resulted as follows:

	YES	NO
Mr. Hahn	<input checked="" type="radio"/>	<input type="radio"/>
Ms. Schlessman	<input checked="" type="radio"/>	<input type="radio"/>
Mr. Enderle	<input checked="" type="radio"/>	<input type="radio"/>

Adopted: August 9, 2021

CERTIFICATE

I, Matthew Dewey, Fiscal Officer of the Huron Township Board of Trustees, Erie County, Ohio, hereby do certify that the above is a true and correct copy of a resolution adopted by said Board under said date as same appears in the Huron Township Record of Proceedings under Minutes of Meeting held on August 9, 2021

Matthew Dewey
Matthew Dewey, Fiscal Officer
Huron Township

EXHIBIT 5

First Amendment to Annexation Agreement
by and Between Huron Township, Erie County, Ohio and the City of Huron, Erie County, Ohio

(Commencing on following page)

CERTIFICATION

I, Terri S. Welkener, Clerk of the Council of the City of Huron, Ohio, do hereby certify that the attached is a true and correct copy of Resolution No. 65-2022 adopted at a regular meeting of the Council of the City of Huron, Erie County, Ohio which was held on July 12, 2022.

Given under my hand and seal this 13th day of July, 2022.



Terri S. Welkener
Clerk of Council



RESOLUTION NO. 65-2022

Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, 39-01076.001, 39-01076.017 and 39-01076.003.

WHEREAS, the City of Huron and Huron Township previously entered into a Annexation Agreement for Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000 and 39-00864.001, which agreement was executed on August 25, 2021 following adoption of Resolution No. 42-2021 by Huron City Council on July 13, 2021 (the "Annexation Agreement", a copy of which is attached hereto as Exhibit "A"); and

WHEREAS, following execution of the Annexation Agreement, Sawmill Creek LLC obtained ownership of three additional parcels, namely Erie County, Ohio Permanent Parcel Number 39-010076.001, 39-01076.017 and 39-01076.003 (collectively, the "Additional Parcels"; and

WHEREAS, Sawmill Creek LLC has requested that the Additional Parcels be included in the property annexed to the City of Huron; and

WHEREAS, the Additional Parcels total less than one acre in area, are landlocked and unbuildable, and the Huron Township Trustees have adopted a resolution approving the First Amendment to the Annexation Agreement to add the Additional Parcels to the property annexed by the City of Huron. A copy of the First Amendment to Annexation Agreement is attached hereto as Exhibit "B"; and

WHEREAS, the Huron City Council wishes to include the Additional Parcels in the property annexed, as set forth the First Amendment to Annexation Agreement.


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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to enter into a First Amendment to Annexation Agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, 39-01076.001, 39-01076.017 and 39-01076.003 which agreement shall be substantially in the form of the First Amendment to Annexation Agreement attached hereto as Exhibit "B" and made a part hereof by reference.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that

all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

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



Monty Tapp, Mayor

ATTEST: 

Clerk of Council

ADOPTED: 12 JUL 2022



RESOLUTION NO. 42-2021

Introduced by Monty Tapp

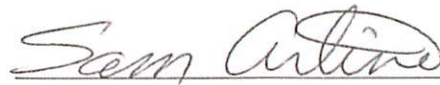
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001.

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

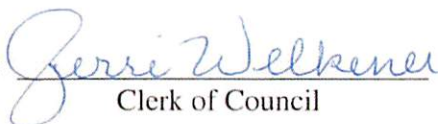
SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to enter into an agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, which agreement shall be substantially in the form of the Annexation Agreement on file in the office of the Clerk of Council.

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: 13 JUL 2021

**ANNEXATION AGREEMENT
BY AND BETWEEN
HURON TOWNSHIP (ERIE COUNTY), OHIO
AND
THE CITY OF HURON, OHIO**

**Dated as of
August 31, 2021**

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into by and between the Board of Trustees of Huron Township, the legislative authority of and for Huron Township, a political subdivision duly organized and validly existing under the laws of the state of Ohio ("Township"), and the Council of the city of Huron, Ohio, the legislative authority of and for the city of Huron, Ohio, a municipal corporation duly organized and validly existing under its Charter and the Constitution and the laws of the state of Ohio ("City") (collectively, the "Parties").

WHEREAS, the Township and City are political subdivisions located adjacent and contiguous to each other within Erie County, Ohio;

WHEREAS, the City and Township desire to cooperate in creating and preserving jobs through commercial development and to cooperate in inducing and fostering economic development within the state of Ohio, and more particularly within the territories to which this Agreement pertains;

WHEREAS, the Township and City have cooperated in other matters, including but not limited to, provision of infrastructure and services to benefit citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas;

WHEREAS, a certain landowner, Sawmill Creek LLC, has expressed a desire to pursue annexation of certain parcels located within and around the Sawmill Creek Golf Club, Resort, and Conference Center area, which parcels are listed and described in Attachment A hereto and incorporated herein (the "Annexation Parcels") in connection with a planned redevelopment of the Annexation Parcels (the "Project");

WHEREAS, in accordance with Ohio Revised Code Section 709.192 the City has agreed that upon the annexation of the Annexation Parcels to the City, the City will make certain service payments to the Township as set forth herein;

WHEREAS, the annexation of the Annexation Parcels will, if successful, require economic development assistance in various forms;

WHEREAS, the City and Township are willing to entertain reciprocal requests for economic development assistance if the annexation occurs upon terms mutually satisfactory to both Parties;

WHEREAS, after the annexation, if successful, the Annexation Parcels will remain in the Township and remain subject to Township property taxes, as set forth herein;

WHEREAS, the Parties believe that annexation of the Annexation Parcels will benefit their mutual interests if annexed to the City;

WHEREAS, the owner of the Annexation Parcels (the "Property Owner") and the City are negotiating the terms of a Development Agreement (the "Development Agreement") setting forth

the obligations of such parties with respect to the Annexation Parcels, including but not limited to the provision of infrastructure and services to the Project by the City and the Township and the provision by the City of tax increment financing under Section 5709.41 (the "TIF") with respect to the Annexation Parcels; and

WHEREAS, this Agreement is authorized under the provisions of Sections 709.192 and 709.022 of the Ohio Revised Code and other applicable laws of the state of Ohio and has been approved by the respective legislative authorities of both Parties and by the Owner.

NOW, THEREFORE, in consideration for the mutual promises contained herein the Parties covenant and agree as follows:

ARTICLE 1

ANNEXATION OF ANNEXATION PARCELS AND LIMITATIONS

Section 1.1. Designation of Annexation Parcels. This Agreement shall apply to the annexation of the Annexation Parcels listed in Attachment A.

Section 1.2. Annexation of Annexation Parcel. The Township agrees and consents to the annexation of the Annexation Parcels to the City in accordance with the terms of this Agreement.

- A. **Procedure:** The Property Owner of the Annexation Parcels, at its sole expense, shall pursue and file the annexation petition, including but not limited to preparing the annexation petition, map, and legal description and paying any filing fee(s), in accordance with the provisions of the Expedited Type 1 procedures set forth in Sections 709.021 and 709.022 of the Ohio Revised Code. Any such annexation of the Annexation Parcels shall also comply with the terms of this Agreement.
- B. **Scope of Petition:** The agent for Property Owner shall process the annexation of the Annexation Parcels under one (1) annexation petition that includes all of the Annexation Parcels.
- C. **Effect of Annexation:** The City shall not, during any Term of this Agreement, seek to exclude the Township from any portion of the Annexation Parcels by conforming Township boundaries under Chapter 503 of the Ohio Revised Code or any future statute of like tenor or effect. In other words, it is the express intention and agreement of the Parties that there shall exist an overlay of the City and Township boundaries for all portions of the Annexation Parcels that will be annexed to the City under the terms of this Agreement and that, while this Agreement is in effect, the Annexation Parcels remain subject to the Township's real property taxes not included in the tax increment financing described in Section 2.3 and, further, that after the expiration of the tax increment financing described herein, the Annexation Parcels shall remain subject to the Township's real property taxes, during any Term of this Agreement.
- D. **Cooperative Efforts:** Upon the filing of the annexation petition for the annexation of the Annexation Parcels to the City in accordance with the terms of this

Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. Each Party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the County Commissioners. Upon the granting of the annexation petition by the County Commissioners, the City shall accept the annexation at the earliest time permitted by law, including accepting the annexation on an emergency basis.

- i. The City and the Township agree that they will communicate with each other as to any future, proposed annexation(s) from the Township to the City and attempt to reach a consensus that is mutually beneficial to both Parties, as well as to the property owner(s).

ARTICLE 2

GOVERNMENT SERVICES AND TAXES

Section 2.1. Zoning of the Annexation Parcels. The Annexation Parcels are currently zoned R-3 PUD under the Huron Township Zoning Resolution. Upon the annexation of and the acceptance by the City of the Annexation Parcels, the City intends to adopt and apply its zoning to the Annexation Parcels. The City Administration will work with the Owner to determine the zoning designation that most closely aligns with the current use of the Annexation Parcels and will expeditiously process any rezoning request/documents that may be presented to City Administration and submit to City Council for final approval, as soon as practicable following acceptance of the annexation. It is expressly understood that City Council makes the final determination on any rezoning, including the appropriate zoning designation.

Section 2.2. Government Services. Upon the annexation of the Annexation Parcels to the City, the Township will continue to provide all ordinary township services to the Annexation Parcels, just as the Township provides those same services to similar properties within its jurisdiction and boundaries; however, the City will be the primary first responders (police, fire, EMS) to the Annexation Parcels. Water and sewer is currently and will continue to be provided by the County; however, the City reserves the right to unilaterally provide the Annexation Parcels with any and all utilities, including but not limited to water, sewer, electric and/or broadband. In addition, the City shall provide road/street maintenance, planning, zoning, building, and engineering services to any public roadway(s) within the Annexation Parcels. There are currently within the Annexation Parcels certain private roads/streets. The City will not provide road/street maintenance services to any such private roads/streets unless and until any such private road(s)/street(s) is/are dedicated to the City and, therefore, become public road(s) and/or street(s).

Notwithstanding the provisions of this section, the City and Township agree that this Agreement shall not affect the continuation of mutual aid arrangements and agreements for fire protection currently in effect. This Section 2.2 is not intended to limit the ability of either the City and/or Township to negotiate mutual aid agreements in the future as they shall find mutually advantageous.

The City and Township recognize and agree that, within the territory subject to this Agreement, annexation of any portion of such territory that results in:

A) An island or islands of Township Territory being located within the City and/or

B) An island or islands of the City being located within the Township

will not be detrimental to the provision of government services or sewer or water utility services provided to residents and businesses located within such islands [which Township and City recognize as being especially true when territory annexed to the City will not be excluded from Township] and the creation of such island or islands is neither unreasonable or arbitrary and should not and will not prevent the annexation of territory to the City.

Section 2.3 Taxes. The City and the Township acknowledge and agree that, to aid the Township in support of its provision of vital services within the Annexation Parcels, and to provide for City services as set forth herein to the same, tax revenue from the Annexation Parcels shall be allocated as set forth below, with amounts owed to the Township constituting payments in lieu of taxes under Ohio Revised Code Section 709.192. During the Term of this Agreement:

A. **Income Tax:** The City shall retain 100% of any City income tax revenue generated from the Annexation Parcels.

B. **Bed Tax:** The Township shall collect and retain 100% of any bed tax generated from the Annexation Parcels.

C. **Property Tax:**

- a. Each of the City and the Township shall retain 100% of any real property tax revenue generated from existing real estate value within the Annexation Parcels (as of the date when the County Auditor establishes the base value with respect to the Annexation Parcels) and relating to the applicable parties' inside millage or voted levies.
- b. Real property tax revenue generated from increases to real estate value within the Annexation Parcels and relating to new construction (i.e., the incremental value after the County Auditor establishes the base value with respect to the Annexation Parcels) shall be made available to the City and applied in accordance with Ohio Revised Code Section 5709.41 and the Development Agreement.
- c. Except as set forth in Section 2.3(C)(b), the Township shall receive 100% of any real property tax revenue generated from increases to real estate value within the Annexation Parcels and relating to the Township's inside millage or voted levies (i.e., increases relating to triennial or sexennial updates and not new construction).

- d. The City and Township agree that for the term of this Agreement, and for any renewal thereof, the Township shall receive from the City, in the form of a semiannual service payment ("Service Payment"), the equivalent of the amount of any real property tax revenue shortfall to the Township generated as a result of the City's annexation of the Annexation Parcel and application of Section 2.3 of the Agreement. Unless the Service Payment is paid directly to the Township through the Erie County Auditor, the City shall tender the Service Payment directly to the Township and such payment shall be made within fifteen (15) days after the Erie County Auditor settles real property taxes with the City. The Parties agree that the Erie County Auditor's calculation of the Township's shortfall in the Township's real property tax revenue, by applying the following allocation of inside (unvoted) and outside (voted) property tax revenue, shall be deemed by the Parties to be the amount of the Service Payment owed to the Township:
 - i. Base value: Township receives full tax amount on Township's unvoted and voted levies imposed on territory post-annexation.
 - ii. Triennial and sexennial increases to base: Township receives full amount on Township's unvoted and voted levies imposed on territory post-annexation.
 - iii. In application of subsections (i) and (ii) immediately above, Township receives, in the form of the semi-annual Service Payment, full amount from the City, relating to base and sexennial increases, that will not be received by the Township, for Township's unvoted and voted levies because of the annexation (cemetery, library, road and bridge, and fire & EMS).
 - e. For the avoidance of doubt, the Parties acknowledge and agree that the annexation contemplated hereunder shall not result in the removal of any existing or future Township levies with respect to the Annexation Parcels.
 - f. Any real property tax payments received after the expiration of the TIF and during the term of this Agreement shall be allocated in accordance with subsections 2.3(C)(i)(ii) hereof.
- D. Effect of Tax Abatement on Township: Except with respect to the TIF, if, during the term of this Agreement, the City with respect to any property comprising any portion of the Annexation Parcels grants any exemption, deferral, or abatement of any residential, commercial or industrial, real, personal or public utility real and personal property taxes pursuant to Sections 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.62 or 5709.88 of the Revised Code (or any future or similar statute(s) of like tenor or effect) with respect to any such property, then, beginning on January 1 thereafter, the City shall pay the Township a sum equal to the difference between (1) the tax revenue received by the Township during the previous calendar year with respect to the property on which such exemption, deferral or abatement was granted, and (ii) the tax revenue that the Township would have received during such

previous year with respect to such property had such exemption, deferral or abatement not been granted by the City.

- E. The Parties agree that, during the Term of this Agreement, new taxes may be authorized by the Ohio General Assembly and some current taxes may be reduced or eliminated by the Ohio General Assembly. The Parties therefore agree to meet and discuss if any new tax(es) involving the land described in Section 1.1 arise(s) during the Term of this Agreement, or if local government or current tax forms change. The Parties also agree to negotiate in good faith to rework the financial terms of this Agreement, if necessary, to equitably divide the new or modified tax revenue in a manner consistent with the original terms of this Agreement.

Nothing in this Agreement shall be construed to require non-uniform taxation within the City or the Township, in violation of Article XII, Section 2 of the Ohio Constitution.

ARTICLE 3

TERM OF AGREEMENT

Section 3.1. Term and Renewal.

The initial term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date (the "Initial Term"). Unless one or both legislative authority(ies) of a/the Party(ies) affirmatively act(s) to terminate this Agreement within six (6) months prior to the expiration of the Initial Term or any subsequent ten (10)-year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of ten (10) years, and this Agreement shall continue to be automatically renewed thereafter for similar ten (10)-year periods at the end of each renewal period with no limit upon the number of such renewals. The "Term" of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

Notwithstanding the foregoing, the Parties agree to meet and confer at any time within the Initial Term and/or any subsequent ten (10)-year Term if one of the Parties reasonably determines that there has been a significant change in circumstances such that the Parties should consider amending the terms of this Agreement.

ARTICLE 4

GENERAL PROVISIONS

Section 4.1. Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

During the Term(s) of this Agreement, if any proceedings or other effort is initiated or made that seeks to initiate change to the Township boundaries in order to exclude all or any portion of the Annexation Parcels from the Township, the City and the Township shall exercise their best efforts in resisting such proposed change, including, without limitation, denying any petition seeking such change; refraining from supporting such change; vigorously resisting, in both administrative and judicial forums, and with the assistance of the City's and the Township's respective legal counsel, any effort or action seeking such change; and otherwise undertaking such actions as may be reasonably required by either Party which will be detrimental to the success of any effort seeking such change.

Section 4.2. Signing Other Documents. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

Section 4.3. Mediation. In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any Party filing a lawsuit. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

Section 4.4. Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both; or the non-defaulting party may pursue such other remedies as may be available.

Section 4.5. Character of Payments. Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy or any other revenue by and between any Parties except as

is explicitly set forth in Section 2.3. Any language within this Agreement which employs an amount of any tax to be collected as part of a calculation for determining a sum to be paid by one Party to the other Party is intended, and therefore to be interpreted, as a reasonable, practical and convenient mechanism which the Parties have agreed to use to compute, in a less controversial manner, the payments to be made by one Party to another for services and other items of value to be received by the paying Party. No payments to be made under this Agreement are intended to be a sharing of proceeds of any tax levy proscribed by Section 709.192(D) of the Ohio Revised Code.

Section 4.6. Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of each of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

Section 4.7. Immunities Preserved. By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

Section 4.8. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 4.9. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Constitution or of the Ohio Revised Code.

Section 4.10. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 4.11. Agreement. The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 4.12. Liberal Construction. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into annexation agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the

desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

Section 4.13. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

(a) The Township at: Huron Township Board of Trustees, 1820 Bogart Road, Huron, Ohio 44839 Attention: Fiscal Officer, with a copy simultaneously sent or delivered to: The Erie County Prosecutor's Office.

(b) The City at: City of Huron, 417 Main Street, Huron, Ohio 44839 Attention: City Manager, with a copy simultaneously sent or delivered to: Rob McCarthy, Bricker & Eckler LLP, 100 S. Third Street, Columbus, Ohio 43215.

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

Section 4.14. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.

Section 4.15. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 4.16. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

Section 4.17. Effective Date. This Agreement is effective upon each Party's formal acceptance thereof by its respective legislative authority, and the Effective Date is the date on which the last Party's authorized representative/officer signs the Agreement.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on the respective date(s) written below.

THE CITY OF HURON, ERIE COUNTY, OHIO

By: 

Its: Matthew Lasko, City Manager

Date: 8/25/21

Approved as to form:

By: 

John A. Schratz, Law Director


HURON TOWNSHIP, ERIE COUNTY, OHIO

By: 

Its: Board of Trustees Chairman

Date: 8-9-2021

Approved as to form:

By: 


Susan Brown, Assistant Prosecutor
Erie County Prosecutor's Office

ATTACHMENTS: Attachment A – Annexation Parcel Numbers/County Tax ID Numbers

PROPERTY OWNER'S CONSENT AND AGREEMENT

The Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to effect the annexation contemplated herein. The Property Owner agrees to reimburse the Township for any costs incurred by the Township in connection with the annexation and the Development Agreement contemplated herein.

SAWMILL CREEK LLC

By: 
Authorized Representative
Date: 8-31-2021

ATTACHMENT A

The Annexation Parcel consists of the following parcels as numbered and in the records of the County Auditor of Erie County, Ohio, and as further depicted and shown on the Annexation Parcel Map attached as Attachment B:

Parcel Numbers:

39-01076.029

39-01076.004

39-01076.000

39-01076.005

39-00553.000

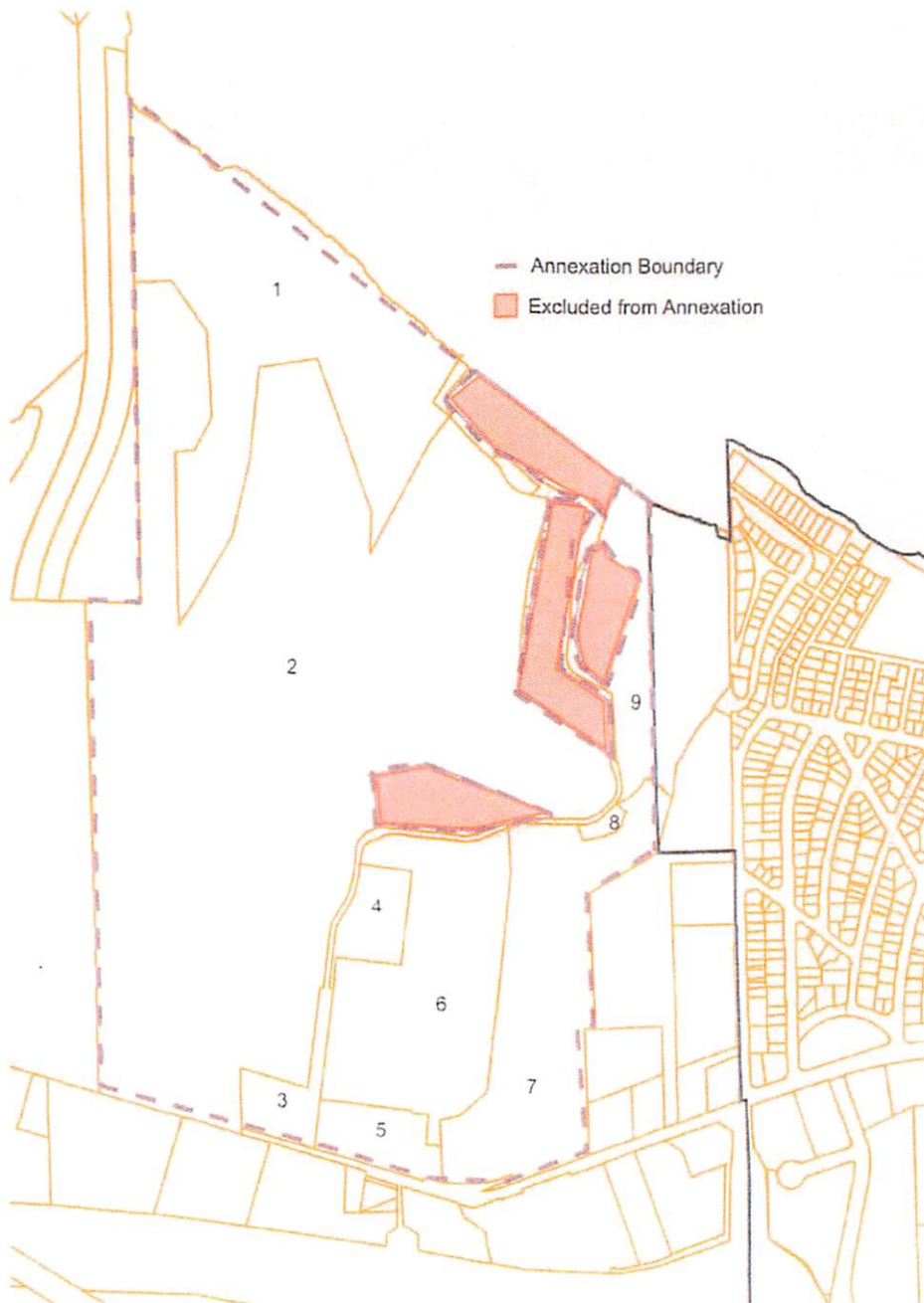
39-00827.000

39-00859.000

39-00864.000

39-00864.001

ATTACHMENT B



RESOLUTION NO 2021-13

RESOLUTION OF THE HURON TOWNSHIP TRUSTEES, ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH THE CITY OF HURON, ERIE COUNTY, OHIO, RELATED TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO, PERMANENT PARCEL NUMBERS 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001

The Board of Trustees of Huron Township, Erie County, Ohio, met this 9th day of August, 2021, at the Township Office Building, 1820 Bogart Road, Huron, Ohio, in special session with the following members present:

Mr. Hahn
Mr. Enderle
Ms. Schlessman

Mr./Ms. SCHLESSMAN introduced the following resolution and urged its adoption.

WHEREAS, the Huron Township, Erie County, Ohio ("Township") and the City of Huron in Erie County, Ohio ("City") are political subdivisions located adjacent and contiguous to each other within Erie County, Ohio; and

WHEREAS, the City and Township desire to cooperate in creating and preserving jobs through commercial development and to cooperate in inducing and fostering economic development within the state of Ohio, and more particularly within their two territories; and

WHEREAS, the Township and City have cooperated in other matters, including but not limited to, provision of infrastructure and services to benefit citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas; and

WHEREAS, a certain landowner, Sawmill Creek LLC ("Property Owner"), has expressed a desire to pursue annexation of certain parcels that are located within and around the Sawmill Creek Golf Club, Resort, and Conference Center area, which parcels are described as **PARCELS #39-01076.029, #39-01076.004, #39-01076.000, #39-01076.005, #39-00553.000, #39-00827.000, #39-00859.000, #39-00864.000, & #39-00864.001** ("Annexation Parcels"), in connection with a planned redevelopment of the Annexation Parcels; and

WHEREAS, the Annexation Parcels in Huron Township, Erie County, Ohio, are contiguous to the City of Huron and solely owned by Sawmill Creek LLC.; and

WHEREAS, the Board of Trustees of Huron Township have been notified that pursuant to Ohio Revised Code Section 709.021 & 709.022, the Property Owner will be filing with the Board of County Commissioners of Erie County, Ohio ("County Commissioners") a Petition for Annexation of the contiguously situated Annexation Property to the City of Huron; and

WHEREAS, the Board of Trustees of Huron Township have been notified that the Petition will be filed with the Erie County Commissioners in accordance with the provisions of the Expedited Type 1 procedures set forth in Ohio Revised Code Sections 709.021 and 709.022, and other applicable laws of the State of Ohio, and is being requested by unanimous agreement of all the owners of the affected parcels and that no hearing is required under Ohio Revised Code Section 709.22 (A); and

WHEREAS, by authority of ORC § 709.192, the Board of Trustees of Huron Township desires to enter into an annexation agreement with the City under terms substantially consistent with the attached Annexation Agreement (Exhibit A) to outline the procedures under which the annexation of the Annexation Property to the City would occur, if annexation is successful, and to set forth the obligations and entitlements of the parties to the Annexation Agreement; and

WHEREAS, under the terms of the proposed Annexation Agreement, after the annexation, if successful, the Annexation Parcels will remain in the Township and remain subject to Township property taxes; and

WHEREAS, the Board of Trustees of Huron Township deems it to be in the best interest of the Township and its residents to enter into an annexation agreement substantially in the form of the attached Annexation Agreement with The City of Huron, related to the City of Huron's annexation of the Annexation Parcels.

NOW, THEREFORE, BE IT RESOLVED BY THE HURON TOWNSHIP TRUSTEES, HURON TOWNSHIP, ERIE COUNTY, OHIO:

SECTION 1. The Huron Township Board of Trustees hereby authorizes and directs Chairman Gordon Hahn to enter into an annexation agreement with The City of Huron, in representative capacity on behalf of the Huron Township Board of Trustees, related to the City of Huron's annexation of Erie County, Ohio, permanent Parcel Numbers 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001 (Annexation Parcels), which agreement shall be substantially in the form of the Annexation Agreement attached and marked EXHIBIT A.

SECTION 2. The Huron Township Board of Trustees consents to the annexation of the aforementioned Annexation Parcels in Huron Township, Erie County, Ohio, to the City of Huron under such terms as are substantially consistent with the terms of the attached Annexation Agreement;

SECTION 3. The Huron Township Board of Trustees finds and determines that all formal actions relative to the adoption of this resolution were taken in open meetings of the Board as required by law; that notice of each meeting was duly published; that all deliberations of this Board that resulted in formal action were taken in meetings open to the public in compliance with Ohio Revised Code Section 121.22.

Mr./Ms. Enderle seconded the motion, and the roll call being called upon its adoption, resulted as follows:

	YES	NO
Mr. Hahn	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ms. Schlessman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Enderle	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Adopted: August 9, 2021

CERTIFICATE

I, Matthew Dewey, Fiscal Officer of the Huron Township Board of Trustees, Erie County, Ohio, hereby do certify that the above is a true and correct copy of a resolution adopted by said Board under said date as same appears in the Huron Township Record of Proceedings under Minutes of Meeting held on August 9, 2021

Matthew Dewey
Matthew Dewey, Fiscal Officer
Huron Township

FIRST AMENDMENT
TO
ANNEXATION AGREEMENT

This First Amendment to Annexation Agreement (“Amendment”) is entered into as of this 13th day of July, 2022 (the “Effective Date”) by and between the Council of the City of Huron, Ohio, the legislative authority of and for the city of Huron, Ohio, a municipal corporation duly organized and validly existing under its Charter and the Constitution and the laws of the state of Ohio (the “City”), and the Board of Trustees of Huron Township, the legislative authority of and for Huron Township, a political subdivision duly organized and validly existing under the laws of the state of Ohio (the “Township”) (City and Township being sometimes referred to herein collectively as the “Parties” and individually as a “Party”), in order to amend certain provisions of that Annexation Agreement between the Parties dated as of August 25, 2021 (the “Original Agreement”). All words and terms used herein with initial capitalization that are not otherwise defined herein shall have the meanings assigned to such words and terms in the Original Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. Relationship to Original Agreement. The Parties hereby ratify, confirm and reconfirm the Original Agreement as continuing in full force and effect in accordance with its terms except as specifically amended pursuant to this Amendment. The Parties agree that, to their respective knowledge, neither Party is in default under the Original Agreement, and there has been full compliance with the Original Agreement to date. From and after the execution and delivery of this Amendment, the Original Agreement shall be read and construed as amended hereby and the Original Agreement and this Amendment shall constitute one integrated document.
2. Amendments to the Original Agreement. The following amendments to the Original Agreement are hereby agreed to by the Parties:
 - (a) Attachment A of the Original Agreement is hereby amended and restated to read in its entirety as follows (with added text underlined):

“The Annexation Parcel consists of the following parcels as numbered and in the records of the County Auditor of Erie County, Ohio, and as further depicted and shown on the Annexation Parcel Map attached as Attachment B:

Parcel Numbers:
39-01076.029
39-01076.004
39-01076.000

39-01076.005
39-00553.000
39-00827.000
39-00859.000
39-00864.000
39-00864.001
39-01076.001
39-01076.017
39-01076.003”

(b) Attachment B of the Original Agreement is hereby amended and replaced with the map attached as Exhibit A to this Amendment.

3. Execution and Delivery. This Amendment may be executed and delivered in multiple counterparts and by electronic signature.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the Effective Date.

CITY:

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____

STATE OF OHIO)

)

SS

COUNTY OF ERIE)

On this 13th day of July, 2022, before me, a Notary Public in and for said County and State, personally appeared Matthew Lasko, the City Manager of the City of Huron who acknowledged that he or she did sign the foregoing instrument for and on behalf of said City. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

TERRI S. WELKENER
Notary Public



TERRI S. WELKENER
Notary Public, State of Ohio
My commission expires July 30, 2024

By: Gordon B. Hahn
Name: GORDON B. HAHN
Title: CHAIRMAN TRUSTEES

STATE OF OHIO)
) SS
COUNTY OF ERIE)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

Johnny Boos
Notary Public

My Commission Expires:
September 17, 2023

Approved as to form:

by Susan Ryan Brown
Susan Ryan Brown
Attorney for Huron Township
Assistant Erie County Prosecutor


**ATTACHMENT A
ANNEXATION PARCEL MAP**

(Attached)

Sawmill Creek Annexation Map

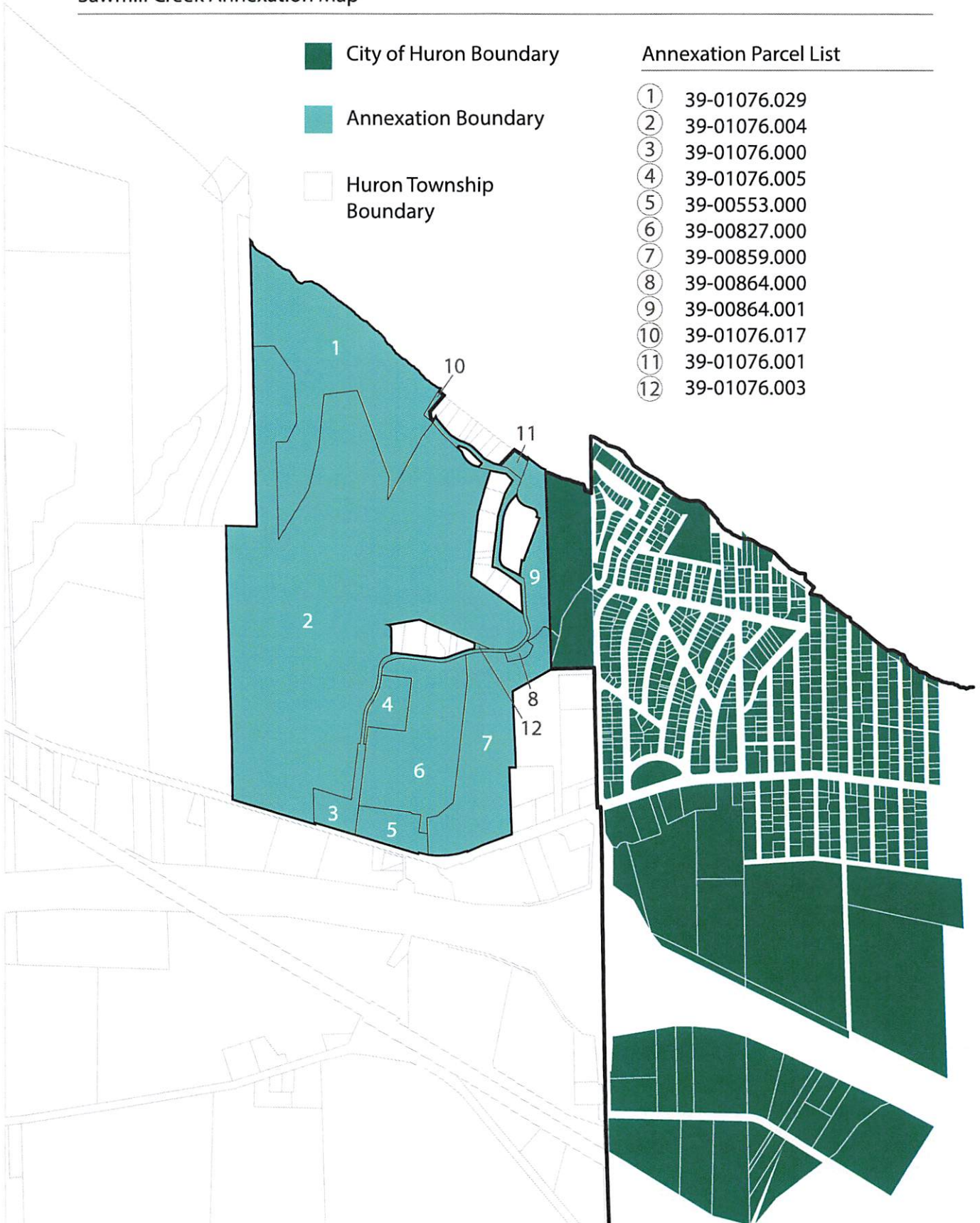
 City of Huron Boundary

 Annexation Boundary

 Huron Township
Boundary

Annexation Parcel List

- | | |
|---|--------------|
| ① | 39-01076.029 |
| ② | 39-01076.004 |
| ③ | 39-01076.000 |
| ④ | 39-01076.005 |
| ⑤ | 39-00553.000 |
| ⑥ | 39-00827.000 |
| ⑦ | 39-00859.000 |
| ⑧ | 39-00864.000 |
| ⑨ | 39-00864.001 |
| ⑩ | 39-01076.017 |
| ⑪ | 39-01076.001 |
| ⑫ | 39-01076.003 |



**CONSENT OF PROPERTY OWNER
TO AMENDMENT OF ANNEXATION AGREEMENT**

The Property Owner, Sawmill Creek LLC, hereby consents to the First Amendment to Annexation Agreement entered as of July 13, 2022, by and between the Council of the City of Huron, Ohio, and the Board of Trustees of Huron Township, amending certain provisions of the Annexation Agreement entered between them as of August 25, 2021.

SAWMILL CREEK LLC

By: 
Authorized Representative

Date: 7.21.22

**ANNEXATION AGREEMENT
BY AND BETWEEN
HURON TOWNSHIP (ERIE COUNTY), OHIO
AND
THE CITY OF HURON, OHIO**

**Dated as of
August 31, 2021**

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into by and between the Board of Trustees of Huron Township, the legislative authority of and for Huron Township, a political subdivision duly organized and validly existing under the laws of the state of Ohio ("Township"), and the Council of the city of Huron, Ohio, the legislative authority of and for the city of Huron, Ohio, a municipal corporation duly organized and validly existing under its Charter and the Constitution and the laws of the state of Ohio ("City") (collectively, the "Parties").

WHEREAS, the Township and City are political subdivisions located adjacent and contiguous to each other within Erie County, Ohio;

WHEREAS, the City and Township desire to cooperate in creating and preserving jobs through commercial development and to cooperate in inducing and fostering economic development within the state of Ohio, and more particularly within the territories to which this Agreement pertains;

WHEREAS, the Township and City have cooperated in other matters, including but not limited to, provision of infrastructure and services to benefit citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas;

WHEREAS, a certain landowner, Sawmill Creek LLC, has expressed a desire to pursue annexation of certain parcels located within and around the Sawmill Creek Golf Club, Resort, and Conference Center area, which parcels are listed and described in Attachment A hereto and incorporated herein (the "Annexation Parcels") in connection with a planned redevelopment of the Annexation Parcels (the "Project");

WHEREAS, in accordance with Ohio Revised Code Section 709.192 the City has agreed that upon the annexation of the Annexation Parcels to the City, the City will make certain service payments to the Township as set forth herein;

WHEREAS, the annexation of the Annexation Parcels will, if successful, require economic development assistance in various forms;

WHEREAS, the City and Township are willing to entertain reciprocal requests for economic development assistance if the annexation occurs upon terms mutually satisfactory to both Parties;

WHEREAS, after the annexation, if successful, the Annexation Parcels will remain in the Township and remain subject to Township property taxes, as set forth herein;

WHEREAS, the Parties believe that annexation of the Annexation Parcels will benefit their mutual interests if annexed to the City;

WHEREAS, the owner of the Annexation Parcels (the "Property Owner") and the City are negotiating the terms of a Development Agreement (the "Development Agreement") setting forth

the obligations of such parties with respect to the Annexation Parcels, including but not limited to the provision of infrastructure and services to the Project by the City and the Township and the provision by the City of tax increment financing under Section 5709.41 (the "TIF") with respect to the Annexation Parcels; and

WHEREAS, this Agreement is authorized under the provisions of Sections 709.192 and 709.022 of the Ohio Revised Code and other applicable laws of the state of Ohio and has been approved by the respective legislative authorities of both Parties and by the Owner.

NOW, THEREFORE, in consideration for the mutual promises contained herein the Parties covenant and agree as follows:

ARTICLE 1

ANNEXATION OF ANNEXATION PARCELS AND LIMITATIONS

Section 1.1. Designation of Annexation Parcels. This Agreement shall apply to the annexation of the Annexation Parcels listed in Attachment A.

Section 1.2. Annexation of Annexation Parcel. The Township agrees and consents to the annexation of the Annexation Parcels to the City in accordance with the terms of this Agreement.

- A. **Procedure:** The Property Owner of the Annexation Parcels, at its sole expense, shall pursue and file the annexation petition, including but not limited to preparing the annexation petition, map, and legal description and paying any filing fee(s), in accordance with the provisions of the Expedited Type 1 procedures set forth in Sections 709.021 and 709.022 of the Ohio Revised Code. Any such annexation of the Annexation Parcels shall also comply with the terms of this Agreement.
- B. **Scope of Petition:** The agent for Property Owner shall process the annexation of the Annexation Parcels under one (1) annexation petition that includes all of the Annexation Parcels.
- C. **Effect of Annexation:** The City shall not, during any Term of this Agreement, seek to exclude the Township from any portion of the Annexation Parcels by conforming Township boundaries under Chapter 503 of the Ohio Revised Code or any future statute of like tenor or effect. In other words, it is the express intention and agreement of the Parties that there shall exist an overlay of the City and Township boundaries for all portions of the Annexation Parcels that will be annexed to the City under the terms of this Agreement and that, while this Agreement is in effect, the Annexation Parcels remain subject to the Township's real property taxes not included in the tax increment financing described in Section 2.3 and, further, that after the expiration of the tax increment financing described herein, the Annexation Parcels shall remain subject to the Township's real property taxes, during any Term of this Agreement.
- D. **Cooperative Efforts:** Upon the filing of the annexation petition for the annexation of the Annexation Parcels to the City in accordance with the terms of this

Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. Each Party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the County Commissioners. Upon the granting of the annexation petition by the County Commissioners, the City shall accept the annexation at the earliest time permitted by law, including accepting the annexation on an emergency basis.

- i. The City and the Township agree that they will communicate with each other as to any future, proposed annexation(s) from the Township to the City and attempt to reach a consensus that is mutually beneficial to both Parties, as well as to the property owner(s).

ARTICLE 2

GOVERNMENT SERVICES AND TAXES

Section 2.1. Zoning of the Annexation Parcels. The Annexation Parcels are currently zoned R-3 PUD under the Huron Township Zoning Resolution. Upon the annexation of and the acceptance by the City of the Annexation Parcels, the City intends to adopt and apply its zoning to the Annexation Parcels. The City Administration will work with the Owner to determine the zoning designation that most closely aligns with the current use of the Annexation Parcels and will expeditiously process any rezoning request/documents that may be presented to City Administration and submit to City Council for final approval, as soon as practicable following acceptance of the annexation. It is expressly understood that City Council makes the final determination on any rezoning, including the appropriate zoning designation.

Section 2.2. Government Services. Upon the annexation of the Annexation Parcels to the City, the Township will continue to provide all ordinary township services to the Annexation Parcels, just as the Township provides those same services to similar properties within its jurisdiction and boundaries; however, the City will be the primary first responders (police, fire, EMS) to the Annexation Parcels. Water and sewer is currently and will continue to be provided by the County; however, the City reserves the right to unilaterally provide the Annexation Parcels with any and all utilities, including but not limited to water, sewer, electric and/or broadband. In addition, the City shall provide road/street maintenance, planning, zoning, building, and engineering services to any public roadway(s) within the Annexation Parcels. There are currently within the Annexation Parcels certain private roads/streets. The City will not provide road/street maintenance services to any such private roads/streets unless and until any such private road(s)/street(s) is/are dedicated to the City and, therefore, become public road(s) and/or street(s).

Notwithstanding the provisions of this section, the City and Township agree that this Agreement shall not affect the continuation of mutual aid arrangements and agreements for fire protection currently in effect. This Section 2.2 is not intended to limit the ability of either the City and/or Township to negotiate mutual aid agreements in the future as they shall find mutually advantageous.

The City and Township recognize and agree that, within the territory subject to this Agreement, annexation of any portion of such territory that results in:

- A) An island or islands of Township Territory being located within the City and/or
- B) An island or islands of the City being located within the Township

will not be detrimental to the provision of government services or sewer or water utility services provided to residents and businesses located within such islands [which Township and City recognize as being especially true when territory annexed to the City will not be excluded from Township] and the creation of such island or islands is neither unreasonable or arbitrary and should not and will not prevent the annexation of territory to the City.

Section 2.3 **Taxes.** The City and the Township acknowledge and agree that, to aid the Township in support of its provision of vital services within the Annexation Parcels, and to provide for City services as set forth herein to the same, tax revenue from the Annexation Parcels shall be allocated as set forth below, with amounts owed to the Township constituting payments in lieu of taxes under Ohio Revised Code Section 709.192. During the Term of this Agreement:

- A. **Income Tax:** The City shall retain 100% of any City income tax revenue generated from the Annexation Parcels.
- B. **Bed Tax:** The Township shall collect and retain 100% of any bed tax generated from the Annexation Parcels.
- C. **Property Tax:**
 - a. Each of the City and the Township shall retain 100% of any real property tax revenue generated from existing real estate value within the Annexation Parcels (as of the date when the County Auditor establishes the base value with respect to the Annexation Parcels) and relating to the applicable parties' inside millage or voted levies.
 - b. Real property tax revenue generated from increases to real estate value within the Annexation Parcels and relating to new construction (i.e., the incremental value after the County Auditor establishes the base value with respect to the Annexation Parcels) shall be made available to the City and applied in accordance with Ohio Revised Code Section 5709.41 and the Development Agreement.
 - c. Except as set forth in Section 2.3(C)(b), the Township shall receive 100% of any real property tax revenue generated from increases to real estate value within the Annexation Parcels and relating to the Township's inside millage or voted levies (i.e., increases relating to triennial or sexennial updates and not new construction).

d. The City and Township agree that for the term of this Agreement, and for any renewal thereof, the Township shall receive from the City, in the form of a semiannual service payment ("Service Payment"), the equivalent of the amount of any real property tax revenue shortfall to the Township generated as a result of the City's annexation of the Annexation Parcel and application of Section 2.3 of the Agreement. Unless the Service Payment is paid directly to the Township through the Erie County Auditor, the City shall tender the Service Payment directly to the Township and such payment shall be made within fifteen (15) days after the Erie County Auditor settles real property taxes with the City. The Parties agree that the Erie County Auditor's calculation of the Township's shortfall in the Township's real property tax revenue, by applying the following allocation of inside (unvoted) and outside (voted) property tax revenue, shall be deemed by the Parties to be the amount of the Service Payment owed to the Township:

- i. Base value: Township receives full tax amount on Township's unvoted and voted levies imposed on territory post-annexation.
- ii. Triennial and sexennial increases to base: Township receives full amount on Township's unvoted and voted levies imposed on territory post-annexation.
- iii. In application of subsections (i) and (ii) immediately above, Township receives, in the form of the semi-annual Service Payment, full amount from the City, relating to base and sexennial increases, that will not be received by the Township, for Township's unvoted and voted levies because of the annexation (cemetery, library, road and bridge, and fire & EMS).

e. For the avoidance of doubt, the Parties acknowledge and agree that the annexation contemplated hereunder shall not result in the removal of any existing or future Township levies with respect to the Annexation Parcels.

f. Any real property tax payments received after the expiration of the TIF and during the term of this Agreement shall be allocated in accordance with subsections 2.3(C)(i)(ii) hereof.

D. Effect of Tax Abatement on Township: Except with respect to the TIF, if, during the term of this Agreement, the City with respect to any property comprising any portion of the Annexation Parcels grants any exemption, deferral, or abatement of any residential, commercial or industrial, real, personal or public utility real and personal property taxes pursuant to Sections 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.62 or 5709.88 of the Revised Code (or any future or similar statute(s) of like tenor or effect) with respect to any such property, then, beginning on January 1 thereafter, the City shall pay the Township a sum equal to the difference between (i) the tax revenue received by the Township during the previous calendar year with respect to the property on which such exemption, deferral or abatement was granted, and (ii) the tax revenue that the Township would have received during such

previous year with respect to such property had such exemption, deferral or abatement not been granted by the City.

- E. The Parties agree that, during the Term of this Agreement, new taxes may be authorized by the Ohio General Assembly and some current taxes may be reduced or eliminated by the Ohio General Assembly. The Parties therefore agree to meet and discuss if any new tax(es) involving the land described in Section 1.1 arise(s) during the Term of this Agreement, or if local government or current tax forms change. The Parties also agree to negotiate in good faith to rework the financial terms of this Agreement, if necessary, to equitably divide the new or modified tax revenue in a manner consistent with the original terms of this Agreement.

Nothing in this Agreement shall be construed to require non-uniform taxation within the City or the Township, in violation of Article XII, Section 2 of the Ohio Constitution.

ARTICLE 3

TERM OF AGREEMENT

Section 3.1. Term and Renewal.

The initial term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date (the "Initial Term"). Unless one or both legislative authority(ies) of a/the Party(ies) affirmatively act(s) to terminate this Agreement within six (6) months prior to the expiration of the Initial Term or any subsequent ten (10)-year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of ten (10) years, and this Agreement shall continue to be automatically renewed thereafter for similar ten (10)-year periods at the end of each renewal period with no limit upon the number of such renewals. The "Term" of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

Notwithstanding the foregoing, the Parties agree to meet and confer at any time within the Initial Term and/or any subsequent ten (10)-year Term if one of the Parties reasonably determines that there has been a significant change in circumstances such that the Parties should consider amending the terms of this Agreement.

ARTICLE 4

GENERAL PROVISIONS

Section 4.1. Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

During the Term(s) of this Agreement, if any proceedings or other effort is initiated or made that seeks to initiate change to the Township boundaries in order to exclude all or any portion of the Annexation Parcels from the Township, the City and the Township shall exercise their best efforts in resisting such proposed change, including, without limitation, denying any petition seeking such change; refraining from supporting such change; vigorously resisting, in both administrative and judicial forums, and with the assistance of the City's and the Township's respective legal counsel, any effort or action seeking such change; and otherwise undertaking such actions as may be reasonably required by either Party which will be detrimental to the success of any effort seeking such change.

Section 4.2. Signing Other Documents. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

Section 4.3. Mediation. In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any Party filing a lawsuit. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

Section 4.4. Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both; or the non-defaulting party may pursue such other remedies as may be available.

Section 4.5. Character of Payments. Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy or any other revenue by and between any Parties except as

is explicitly set forth in Section 2.3. Any language within this Agreement which employs an amount of any tax to be collected as part of a calculation for determining a sum to be paid by one Party to the other Party is intended, and therefore to be interpreted, as a reasonable, practical and convenient mechanism which the Parties have agreed to use to compute, in a less controversial manner, the payments to be made by one Party to another for services and other items of value to be received by the paying Party. No payments to be made under this Agreement are intended to be a sharing of proceeds of any tax levy proscribed by Section 709.192(D) of the Ohio Revised Code.

Section 4.6. Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of each of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

Section 4.7. Immunities Preserved. By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

Section 4.8. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 4.9. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Constitution or of the Ohio Revised Code.

Section 4.10. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 4.11. Agreement. The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 4.12. Liberal Construction. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into annexation agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the

desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

Section 4.13. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

(a) The Township at: Huron Township Board of Trustees, 1820 Bogart Road, Huron, Ohio 44839 Attention: Fiscal Officer, with a copy simultaneously sent or delivered to: The Erie County Prosecutor's Office.

(b) The City at: City of Huron, 417 Main Street, Huron, Ohio 44839 Attention: City Manager, with a copy simultaneously sent or delivered to: Rob McCarthy, Bricker & Eckler LLP, 100 S. Third Street, Columbus, Ohio 43215.

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

Section 4.14. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.


Section 4.15. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 4.16. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

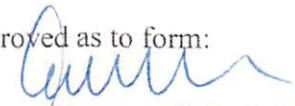
Section 4.17. Effective Date. This Agreement is effective upon each Party's formal acceptance thereof by its respective legislative authority, and the Effective Date is the date on which the last Party's authorized representative/officer signs the Agreement.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on the respective date(s) written below.

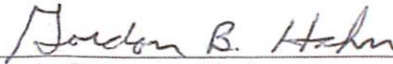
THE CITY OF HURON, ERIE COUNTY, OHIO

By: 
Its: Matthew Lasko, City Manager
Date: 8/25/21

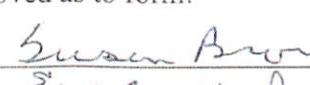
Approved as to form:

By: 
Todd A. Schrader, Law Director

HURON TOWNSHIP, ERIE COUNTY, OHIO

By: 
Its: Board of Trustees Chairman
Date: 8-9-2021

Approved as to form:


By: , Assistant Prosecutor
Erie County Prosecutor's Office

ATTACHMENTS: Attachment A – Annexation Parcel Numbers/County Tax ID Numbers

PROPERTY OWNER'S CONSENT AND AGREEMENT

The Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to effect the annexation contemplated herein. The Property Owner agrees to reimburse the Township for any costs incurred by the Township in connection with the annexation and the Development Agreement contemplated herein.

SAWMILL CREEK LLC

By: 
Authorized Representative
Date: 8-31-2021

ATTACHMENT A

The Annexation Parcel consists of the following parcels as numbered and in the records of the County Auditor of Erie County, Ohio, and as further depicted and shown on the Annexation Parcel Map attached as Attachment B:

Parcel Numbers:

39-01076.029

39-01076.004

39-01076.000

39-01076.005

39-00553.000

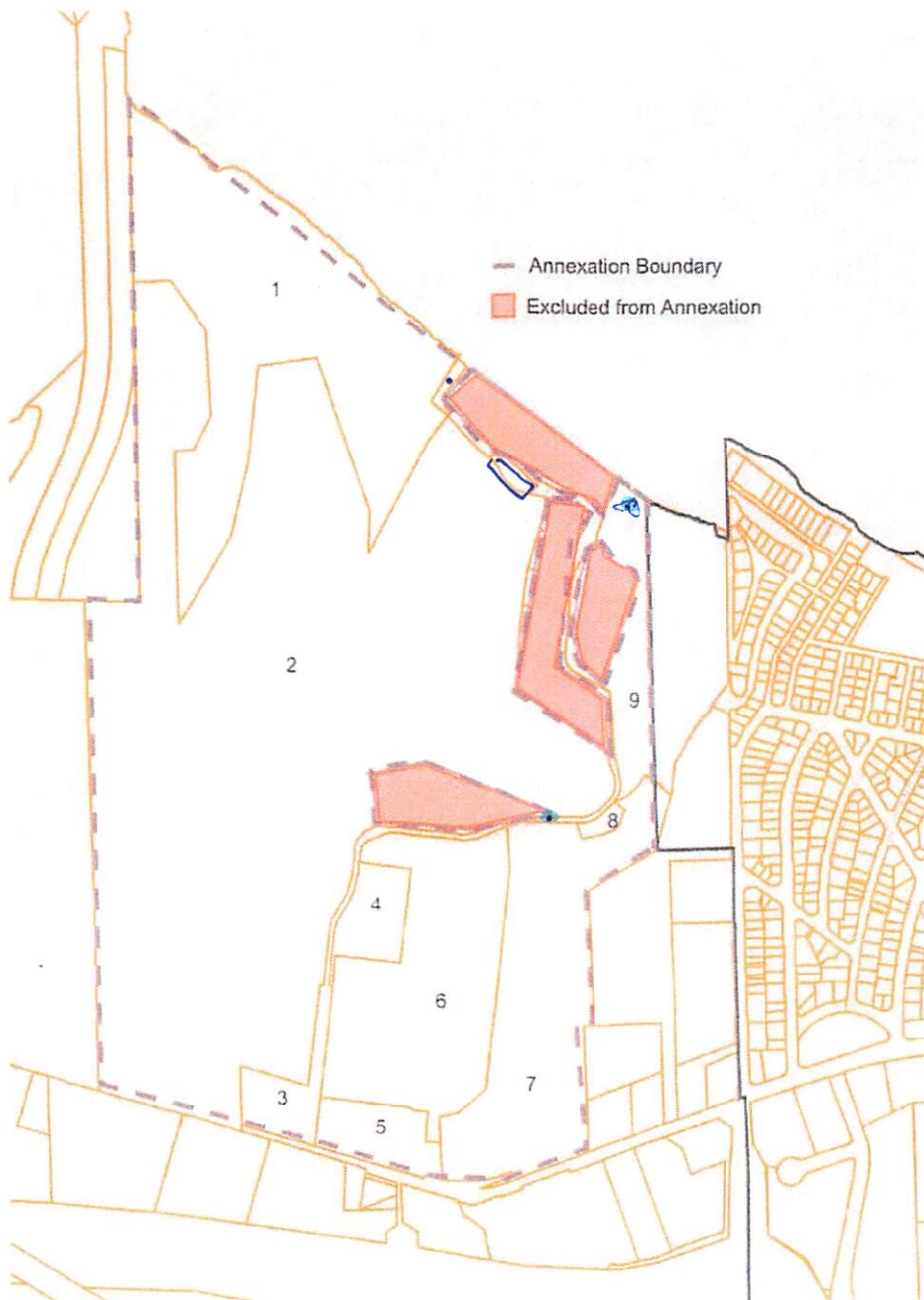
39-00827.000

39-00859.000

39-00864.000

39-00864.001

ATTACHMENT B



RESOLUTION NO 2021-13

RESOLUTION OF THE HURON TOWNSHIP TRUSTEES, ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH THE CITY OF HURON, ERIE COUNTY, OHIO, RELATED TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO, PERMANENT PARCEL NUMBERS 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001

The Board of Trustees of Huron Township, Erie County, Ohio, met this 9th day of August, 2021, at the Township Office Building, 1820 Bogart Road, Huron, Ohio, in special session with the following members present:

Mr. Hahn
Mr. Enderle
Ms. Schlessman

Mr./Ms. SCHLESSMAN introduced the following resolution and urged its adoption.

WHEREAS, the Huron Township, Erie County, Ohio ("Township") and the City of Huron in Erie County, Ohio ("City") are political subdivisions located adjacent and contiguous to each other within Erie County, Ohio; and

WHEREAS, the City and Township desire to cooperate in creating and preserving jobs through commercial development and to cooperate in inducing and fostering economic development within the state of Ohio, and more particularly within their two territories; and

WHEREAS, the Township and City have cooperated in other matters, including but not limited to, provision of infrastructure and services to benefit citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas; and

WHEREAS, a certain landowner, Sawmill Creek LLC ("Property Owner"), has expressed a desire to pursue annexation of certain parcels that are located within and around the Sawmill Creek Golf Club, Resort, and Conference Center area, which parcels are described as PARCELS #39-01076.029, #39-01076.004, #39-01076.000, #39-01076.005, #39-00553.000, #39-00827.000, #39-00859.000, #39-00864.000, & #39-00864.001 ("Annexation Parcels"), in connection with a planned redevelopment of the Annexation Parcels; and

WHEREAS, the Annexation Parcels in Huron Township, Erie County, Ohio, are contiguous to the City of Huron and solely owned by Sawmill Creek LLC.; and

WHEREAS, the Board of Trustees of Huron Township have been notified that pursuant to Ohio Revised Code Section 709.021 & 709.022, the Property Owner will be filing with the Board of County Commissioners of Erie County, Ohio ("County Commissioners") a Petition for Annexation of the contiguously situated Annexation Property to the City of Huron; and

WHEREAS, the Board of Trustees of Huron Township have been notified that the Petition will be filed with the Erie County Commissioners in accordance with the provisions of the Expedited Type 1 procedures set forth in Ohio Revised Code Sections 709.021 and 709.022, and other applicable laws of the State of Ohio, and is being requested by unanimous agreement of all the owners of the affected parcels and that no hearing is required under Ohio Revised Code Section 709.22 (A); and

WHEREAS, by authority of ORC § 709.192, the Board of Trustees of Huron Township desires to enter into an annexation agreement with the City under terms substantially consistent with the attached Annexation Agreement (Exhibit A) to outline the procedures under which the annexation of the Annexation Property to the City would occur, if annexation is successful, and to set forth the obligations and entitlements of the parties to the Annexation Agreement; and

WHEREAS, under the terms of the proposed Annexation Agreement, after the annexation, if successful, the Annexation Parcels will remain in the Township and remain subject to Township property taxes; and

WHEREAS, the Board of Trustees of Huron Township deems it to be in the best interest of the Township and its residents to enter into an annexation agreement substantially in the form of the attached Annexation Agreement with The City of Huron, related to the City of Huron's annexation of the Annexation Parcels.

NOW, THEREFORE, BE IT RESOLVED BY THE HURON TOWNSHIP TRUSTEES, HURON TOWNSHIP, ERIE COUNTY, OHIO:

SECTION 1. The Huron Township Board of Trustees hereby authorizes and directs Chairman Gordon Hahn to enter into an annexation agreement with The City of Huron, in representative capacity on behalf of the Huron Township Board of Trustees, related to the City of Huron's annexation of Erie County, Ohio, permanent Parcel Numbers 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001 (Annexation Parcels), which agreement shall be substantially in the form of the Annexation Agreement attached and marked EXHIBIT A.

SECTION 2. The Huron Township Board of Trustees consents to the annexation of the aforementioned Annexation Parcels in Huron Township, Erie County, Ohio, to the City of Huron under such terms as are substantially consistent with the terms of the attached Annexation Agreement;

SECTION 3. The Huron Township Board of Trustees finds and determines that all formal actions relative to the adoption of this resolution were taken in open meetings of the Board as required by law; that notice of each meeting was duly published; that all deliberations of this Board that resulted in formal action were taken in meetings open to the public in compliance with Ohio Revised Code Section 121.22.

Mr./Ms. Enderle seconded the motion, and the roll call being called upon its adoption, resulted as follows:

	YES	NO
Mr. Hahn	<input checked="" type="radio"/>	<input type="radio"/>
Ms. Schlessman	<input checked="" type="radio"/>	<input type="radio"/>
Mr. Enderle	<input checked="" type="radio"/>	<input type="radio"/>

Adopted: August 9, 2021

CERTIFICATE

I, Matthew Dewey, Fiscal Officer of the Huron Township Board of Trustees, Erie County, Ohio, hereby do certify that the above is a true and correct copy of a resolution adopted by said Board under said date as same appears in the Huron Township Record of Proceedings under Minutes of Meeting held on August 9, 2021

Matthew Dewey
Matthew Dewey, Fiscal Officer
Huron Township

RESOLUTION NO. 65-2022

Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, 39-01076.001, 39-01076.017 and 39-01076.003.

WHEREAS, the City of Huron and Huron Township previously entered into a Annexation Agreement for Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000 and 39-00864.001, which agreement was executed on August 25, 2021 following adoption of Resolution No. 42-2021 by Huron City Council on July 13, 2021 (the "Annexation Agreement", a copy of which is attached hereto as Exhibit "A"); and

WHEREAS, following execution of the Annexation Agreement, Sawmill Creek LLC obtained ownership of three additional parcels, namely Erie County, Ohio Permanent Parcel Number 39-010076.001, 39-01076.017 and 39-01076.003 (collectively, the "Additional Parcels"; and

WHEREAS, Sawmill Creek LLC has requested that the Additional Parcels be included in the property annexed to the City of Huron; and

WHEREAS, the Additional Parcels total less than one acre in area, are landlocked and unbuildable, and the Huron Township Trustees have adopted a resolution approving the First Amendment to the Annexation Agreement to add the Additional Parcels to the property annexed by the City of Huron. A copy of the First Amendment to Annexation Agreement is attached hereto as Exhibit "B"; and

WHEREAS, the Huron City Council wishes to include the Additional Parcels in the property annexed, as set forth the First Amendment to Annexation Agreement.


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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to enter into a First Amendment to Annexation Agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, 39-01076.001, 39-01076.017 and 39-01076.003 which agreement shall be substantially in the form of the First Amendment to Annexation Agreement attached hereto as Exhibit "B" and made a part hereof by reference.


SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that

all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

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



Monty Tapp, Mayor

ATTEST: 

Clerk of Council

ADOPTED: 12 JUL 2022



RESOLUTION NO. 42-2021

Introduced by Monty Tapp

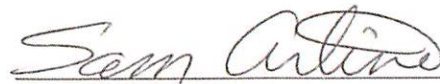
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001.

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

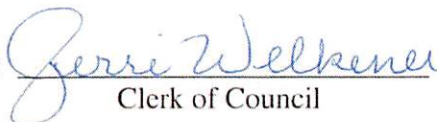
SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to enter into an agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, which agreement shall be substantially in the form of the Annexation Agreement on file in the office of the Clerk of Council.

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: 13 JUL 2021

**ANNEXATION AGREEMENT
BY AND BETWEEN
HURON TOWNSHIP (ERIE COUNTY), OHIO
AND
THE CITY OF HURON, OHIO**

**Dated as of
August 31, 2021**

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into by and between the Board of Trustees of Huron Township, the legislative authority of and for Huron Township, a political subdivision duly organized and validly existing under the laws of the state of Ohio ("Township"), and the Council of the city of Huron, Ohio, the legislative authority of and for the city of Huron, Ohio, a municipal corporation duly organized and validly existing under its Charter and the Constitution and the laws of the state of Ohio ("City") (collectively, the "Parties").

WHEREAS, the Township and City are political subdivisions located adjacent and contiguous to each other within Erie County, Ohio;

WHEREAS, the City and Township desire to cooperate in creating and preserving jobs through commercial development and to cooperate in inducing and fostering economic development within the state of Ohio, and more particularly within the territories to which this Agreement pertains;

WHEREAS, the Township and City have cooperated in other matters, including but not limited to, provision of infrastructure and services to benefit citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas;

WHEREAS, a certain landowner, Sawmill Creek LLC, has expressed a desire to pursue annexation of certain parcels located within and around the Sawmill Creek Golf Club, Resort, and Conference Center area, which parcels are listed and described in Attachment A hereto and incorporated herein (the "Annexation Parcels") in connection with a planned redevelopment of the Annexation Parcels (the "Project");

WHEREAS, in accordance with Ohio Revised Code Section 709.192 the City has agreed that upon the annexation of the Annexation Parcels to the City, the City will make certain service payments to the Township as set forth herein;

WHEREAS, the annexation of the Annexation Parcels will, if successful, require economic development assistance in various forms;

WHEREAS, the City and Township are willing to entertain reciprocal requests for economic development assistance if the annexation occurs upon terms mutually satisfactory to both Parties;

WHEREAS, after the annexation, if successful, the Annexation Parcels will remain in the Township and remain subject to Township property taxes, as set forth herein;

WHEREAS, the Parties believe that annexation of the Annexation Parcels will benefit their mutual interests if annexed to the City;

WHEREAS, the owner of the Annexation Parcels (the "Property Owner") and the City are negotiating the terms of a Development Agreement (the "Development Agreement") setting forth

the obligations of such parties with respect to the Annexation Parcels, including but not limited to the provision of infrastructure and services to the Project by the City and the Township and the provision by the City of tax increment financing under Section 5709.41 (the "TIF") with respect to the Annexation Parcels; and

WHEREAS, this Agreement is authorized under the provisions of Sections 709.192 and 709.022 of the Ohio Revised Code and other applicable laws of the state of Ohio and has been approved by the respective legislative authorities of both Parties and by the Owner.

NOW, THEREFORE, in consideration for the mutual promises contained herein the Parties covenant and agree as follows:

ARTICLE 1

ANNEXATION OF ANNEXATION PARCELS AND LIMITATIONS

Section 1.1. Designation of Annexation Parcels. This Agreement shall apply to the annexation of the Annexation Parcels listed in Attachment A.

Section 1.2. Annexation of Annexation Parcel. The Township agrees and consents to the annexation of the Annexation Parcels to the City in accordance with the terms of this Agreement.

- A. **Procedure:** The Property Owner of the Annexation Parcels, at its sole expense, shall pursue and file the annexation petition, including but not limited to preparing the annexation petition, map, and legal description and paying any filing fee(s), in accordance with the provisions of the Expedited Type 1 procedures set forth in Sections 709.021 and 709.022 of the Ohio Revised Code. Any such annexation of the Annexation Parcels shall also comply with the terms of this Agreement.
- B. **Scope of Petition:** The agent for Property Owner shall process the annexation of the Annexation Parcels under one (1) annexation petition that includes all of the Annexation Parcels.
- C. **Effect of Annexation:** The City shall not, during any Term of this Agreement, seek to exclude the Township from any portion of the Annexation Parcels by conforming Township boundaries under Chapter 503 of the Ohio Revised Code or any future statute of like tenor or effect. In other words, it is the express intention and agreement of the Parties that there shall exist an overlay of the City and Township boundaries for all portions of the Annexation Parcels that will be annexed to the City under the terms of this Agreement and that, while this Agreement is in effect, the Annexation Parcels remain subject to the Township's real property taxes not included in the tax increment financing described in Section 2.3 and, further, that after the expiration of the tax increment financing described herein, the Annexation Parcels shall remain subject to the Township's real property taxes, during any Term of this Agreement.
- D. **Cooperative Efforts:** Upon the filing of the annexation petition for the annexation of the Annexation Parcels to the City in accordance with the terms of this

Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. Each Party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the County Commissioners. Upon the granting of the annexation petition by the County Commissioners, the City shall accept the annexation at the earliest time permitted by law, including accepting the annexation on an emergency basis.

- i. The City and the Township agree that they will communicate with each other as to any future, proposed annexation(s) from the Township to the City and attempt to reach a consensus that is mutually beneficial to both Parties, as well as to the property owner(s).

ARTICLE 2

GOVERNMENT SERVICES AND TAXES

Section 2.1. Zoning of the Annexation Parcels. The Annexation Parcels are currently zoned R-3 PUD under the Huron Township Zoning Resolution. Upon the annexation of and the acceptance by the City of the Annexation Parcels, the City intends to adopt and apply its zoning to the Annexation Parcels. The City Administration will work with the Owner to determine the zoning designation that most closely aligns with the current use of the Annexation Parcels and will expeditiously process any rezoning request/documents that may be presented to City Administration and submit to City Council for final approval, as soon as practicable following acceptance of the annexation. It is expressly understood that City Council makes the final determination on any rezoning, including the appropriate zoning designation.

Section 2.2. Government Services. Upon the annexation of the Annexation Parcels to the City, the Township will continue to provide all ordinary township services to the Annexation Parcels, just as the Township provides those same services to similar properties within its jurisdiction and boundaries; however, the City will be the primary first responders (police, fire, EMS) to the Annexation Parcels. Water and sewer is currently and will continue to be provided by the County; however, the City reserves the right to unilaterally provide the Annexation Parcels with any and all utilities, including but not limited to water, sewer, electric and/or broadband. In addition, the City shall provide road/street maintenance, planning, zoning, building, and engineering services to any public roadway(s) within the Annexation Parcels. There are currently within the Annexation Parcels certain private roads/streets. The City will not provide road/street maintenance services to any such private roads/streets unless and until any such private road(s)/street(s) is/are dedicated to the City and, therefore, become public road(s) and/or street(s).

Notwithstanding the provisions of this section, the City and Township agree that this Agreement shall not affect the continuation of mutual aid arrangements and agreements for fire protection currently in effect. This Section 2.2 is not intended to limit the ability of either the City and/or Township to negotiate mutual aid agreements in the future as they shall find mutually advantageous.

The City and Township recognize and agree that, within the territory subject to this Agreement, annexation of any portion of such territory that results in:

A) An island or islands of Township Territory being located within the City and/or

B) An island or islands of the City being located within the Township

will not be detrimental to the provision of government services or sewer or water utility services provided to residents and businesses located within such islands [which Township and City recognize as being especially true when territory annexed to the City will not be excluded from Township] and the creation of such island or islands is neither unreasonable or arbitrary and should not and will not prevent the annexation of territory to the City.

Section 2.3 Taxes. The City and the Township acknowledge and agree that, to aid the Township in support of its provision of vital services within the Annexation Parcels, and to provide for City services as set forth herein to the same, tax revenue from the Annexation Parcels shall be allocated as set forth below, with amounts owed to the Township constituting payments in lieu of taxes under Ohio Revised Code Section 709.192. During the Term of this Agreement:

A. **Income Tax:** The City shall retain 100% of any City income tax revenue generated from the Annexation Parcels.

B. **Bed Tax:** The Township shall collect and retain 100% of any bed tax generated from the Annexation Parcels.

C. **Property Tax:**

a. Each of the City and the Township shall retain 100% of any real property tax revenue generated from existing real estate value within the Annexation Parcels (as of the date when the County Auditor establishes the base value with respect to the Annexation Parcels) and relating to the applicable parties' inside millage or voted levies.

b. Real property tax revenue generated from increases to real estate value within the Annexation Parcels and relating to new construction (i.e., the incremental value after the County Auditor establishes the base value with respect to the Annexation Parcels) shall be made available to the City and applied in accordance with Ohio Revised Code Section 5709.41 and the Development Agreement.

c. Except as set forth in Section 2.3(C)(b), the Township shall receive 100% of any real property tax revenue generated from increases to real estate value within the Annexation Parcels and relating to the Township's inside millage or voted levies (i.e., increases relating to triennial or sexennial updates and not new construction).

- d. The City and Township agree that for the term of this Agreement, and for any renewal thereof, the Township shall receive from the City, in the form of a semiannual service payment ("Service Payment"), the equivalent of the amount of any real property tax revenue shortfall to the Township generated as a result of the City's annexation of the Annexation Parcel and application of Section 2.3 of the Agreement. Unless the Service Payment is paid directly to the Township through the Erie County Auditor, the City shall tender the Service Payment directly to the Township and such payment shall be made within fifteen (15) days after the Erie County Auditor settles real property taxes with the City. The Parties agree that the Erie County Auditor's calculation of the Township's shortfall in the Township's real property tax revenue, by applying the following allocation of inside (unvoted) and outside (voted) property tax revenue, shall be deemed by the Parties to be the amount of the Service Payment owed to the Township:
 - i. Base value: Township receives full tax amount on Township's unvoted and voted levies imposed on territory post-annexation.
 - ii. Triennial and sexennial increases to base: Township receives full amount on Township's unvoted and voted levies imposed on territory post-annexation.
 - iii. In application of subsections (i) and (ii) immediately above, Township receives, in the form of the semi-annual Service Payment, full amount from the City, relating to base and sexennial increases, that will not be received by the Township, for Township's unvoted and voted levies because of the annexation (cemetery, library, road and bridge, and fire & EMS).
 - e. For the avoidance of doubt, the Parties acknowledge and agree that the annexation contemplated hereunder shall not result in the removal of any existing or future Township levies with respect to the Annexation Parcels.
 - f. Any real property tax payments received after the expiration of the TIF and during the term of this Agreement shall be allocated in accordance with subsections 2.3(C)(i)(ii) hereof.
- D. Effect of Tax Abatement on Township: Except with respect to the TIF, if, during the term of this Agreement, the City with respect to any property comprising any portion of the Annexation Parcels grants any exemption, deferral, or abatement of any residential, commercial or industrial, real, personal or public utility real and personal property taxes pursuant to Sections 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.62 or 5709.88 of the Revised Code (or any future or similar statute(s) of like tenor or effect) with respect to any such property, then, beginning on January 1 thereafter, the City shall pay the Township a sum equal to the difference between (1) the tax revenue received by the Township during the previous calendar year with respect to the property on which such exemption, deferral or abatement was granted, and (ii) the tax revenue that the Township would have received during such

previous year with respect to such property had such exemption, deferral or abatement not been granted by the City.

- E. The Parties agree that, during the Term of this Agreement, new taxes may be authorized by the Ohio General Assembly and some current taxes may be reduced or eliminated by the Ohio General Assembly. The Parties therefore agree to meet and discuss if any new tax(es) involving the land described in Section 1.1 arise(s) during the Term of this Agreement, or if local government or current tax forms change. The Parties also agree to negotiate in good faith to rework the financial terms of this Agreement, if necessary, to equitably divide the new or modified tax revenue in a manner consistent with the original terms of this Agreement.

Nothing in this Agreement shall be construed to require non-uniform taxation within the City or the Township, in violation of Article XII, Section 2 of the Ohio Constitution.

ARTICLE 3

TERM OF AGREEMENT

Section 3.1. Term and Renewal.

The initial term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date (the "Initial Term"). Unless one or both legislative authority(ies) of a/the Party(ies) affirmatively act(s) to terminate this Agreement within six (6) months prior to the expiration of the Initial Term or any subsequent ten (10)-year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of ten (10) years, and this Agreement shall continue to be automatically renewed thereafter for similar ten (10)-year periods at the end of each renewal period with no limit upon the number of such renewals. The "Term" of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

Notwithstanding the foregoing, the Parties agree to meet and confer at any time within the Initial Term and/or any subsequent ten (10)-year Term if one of the Parties reasonably determines that there has been a significant change in circumstances such that the Parties should consider amending the terms of this Agreement.

ARTICLE 4

GENERAL PROVISIONS

Section 4.1. Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

During the Term(s) of this Agreement, if any proceedings or other effort is initiated or made that seeks to initiate change to the Township boundaries in order to exclude all or any portion of the Annexation Parcels from the Township, the City and the Township shall exercise their best efforts in resisting such proposed change, including, without limitation, denying any petition seeking such change; refraining from supporting such change; vigorously resisting, in both administrative and judicial forums, and with the assistance of the City's and the Township's respective legal counsel, any effort or action seeking such change; and otherwise undertaking such actions as may be reasonably required by either Party which will be detrimental to the success of any effort seeking such change.

Section 4.2. Signing Other Documents. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

Section 4.3. Mediation. In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any Party filing a lawsuit. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

Section 4.4. Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both; or the non-defaulting party may pursue such other remedies as may be available.

Section 4.5. Character of Payments. Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy or any other revenue by and between any Parties except as

is explicitly set forth in Section 2.3. Any language within this Agreement which employs an amount of any tax to be collected as part of a calculation for determining a sum to be paid by one Party to the other Party is intended, and therefore to be interpreted, as a reasonable, practical and convenient mechanism which the Parties have agreed to use to compute, in a less controversial manner, the payments to be made by one Party to another for services and other items of value to be received by the paying Party. No payments to be made under this Agreement are intended to be a sharing of proceeds of any tax levy proscribed by Section 709.192(D) of the Ohio Revised Code.

Section 4.6. Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of each of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

Section 4.7. Immunities Preserved. By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

Section 4.8. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 4.9. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Constitution or of the Ohio Revised Code.

Section 4.10. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 4.11. Agreement. The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 4.12. Liberal Construction. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into annexation agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the

desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

Section 4.13. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

(a) The Township at: Huron Township Board of Trustees, 1820 Bogart Road, Huron, Ohio 44839 Attention: Fiscal Officer, with a copy simultaneously sent or delivered to: The Erie County Prosecutor's Office.

(b) The City at: City of Huron, 417 Main Street, Huron, Ohio 44839 Attention: City Manager, with a copy simultaneously sent or delivered to: Rob McCarthy, Bricker & Eckler LLP, 100 S. Third Street, Columbus, Ohio 43215.

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

Section 4.14. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.


Section 4.15. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 4.16. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

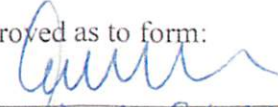
Section 4.17. Effective Date. This Agreement is effective upon each Party's formal acceptance thereof by its respective legislative authority, and the Effective Date is the date on which the last Party's authorized representative/officer signs the Agreement.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on the respective date(s) written below.

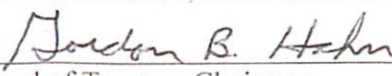
THE CITY OF HURON, ERIE COUNTY, OHIO

By: 
Its: Matthew Lasko, City Manager
Date: 8/25/21


Approved as to form:

By: 
Todd A. Schratz, Law Director

HURON TOWNSHIP, ERIE COUNTY, OHIO

By: 
Its: Board of Trustees Chairman
Date: 8-9-2021

Approved as to form:

By: , Assistant Prosecutor
Erie County Prosecutor's Office

ATTACHMENTS: Attachment A – Annexation Parcel Numbers/County Tax ID Numbers

PROPERTY OWNER'S CONSENT AND AGREEMENT

The Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to effect the annexation contemplated herein. The Property Owner agrees to reimburse the Township for any costs incurred by the Township in connection with the annexation and the Development Agreement contemplated herein.

SAWMILL CREEK LLC

By: 

Authorized Representative

Date: 8-31-2021

ATTACHMENT A

The Annexation Parcel consists of the following parcels as numbered and in the records of the County Auditor of Erie County, Ohio, and as further depicted and shown on the Annexation Parcel Map attached as Attachment B:

Parcel Numbers:

39-01076.029

39-01076.004

39-01076.000

39-01076.005

39-00553.000

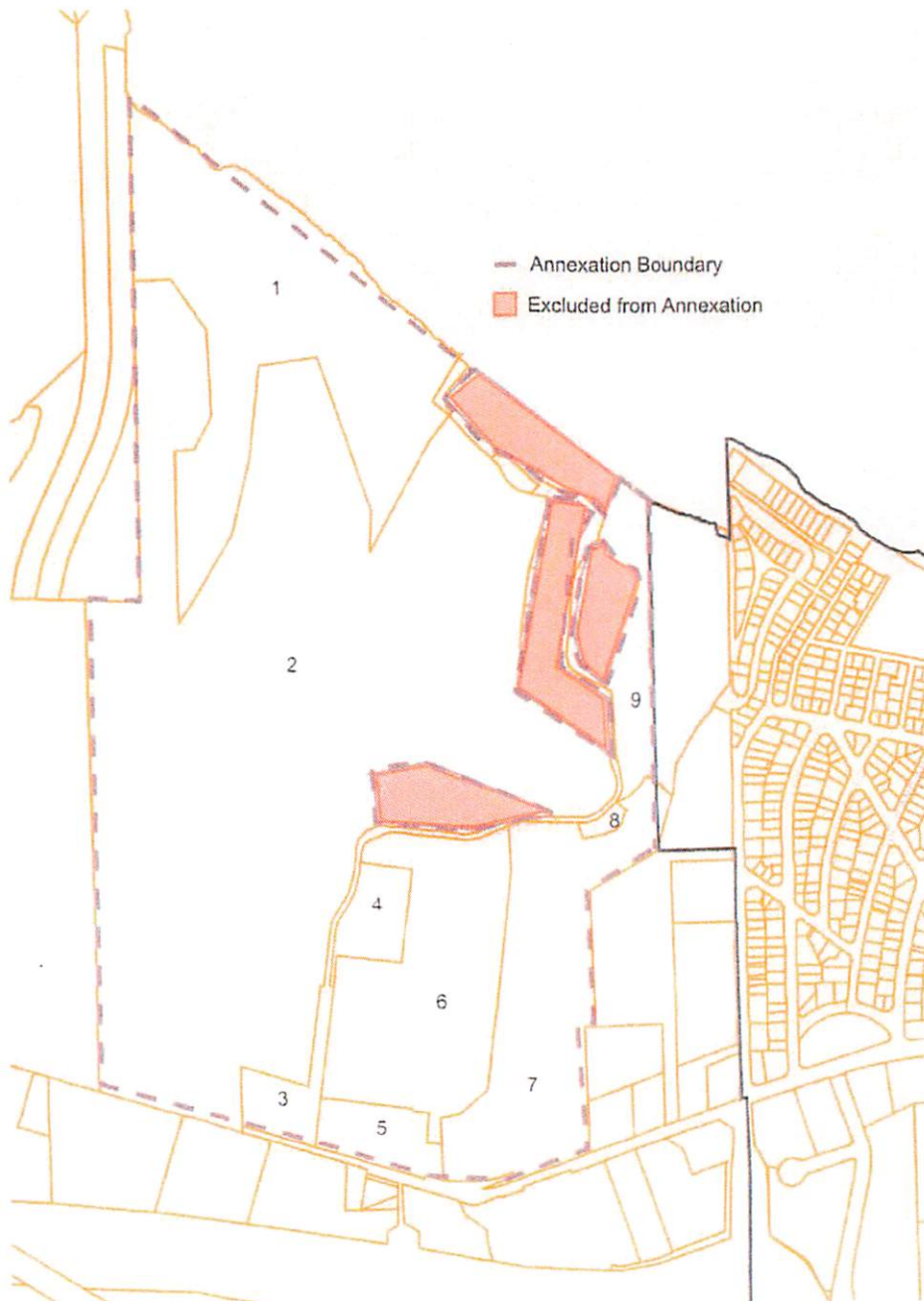
39-00827.000

39-00859.000

39-00864.000

39-00864.001

ATTACHMENT B



RESOLUTION NO 2021-13

RESOLUTION OF THE HURON TOWNSHIP TRUSTEES, ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH THE CITY OF HURON, ERIE COUNTY, OHIO, RELATED TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO, PERMANENT PARCEL NUMBERS 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001

The Board of Trustees of Huron Township, Erie County, Ohio, met this 9th day of August, 2021, at the Township Office Building, 1820 Bogart Road, Huron, Ohio, in special session with the following members present:

Mr. Hahn
Mr. Enderle
Ms. Schlessman

Mr./Ms. SCHLESSMAN introduced the following resolution and urged its adoption.

WHEREAS, the Huron Township, Erie County, Ohio ("Township") and the City of Huron in Erie County, Ohio ("City") are political subdivisions located adjacent and contiguous to each other within Erie County, Ohio; and

WHEREAS, the City and Township desire to cooperate in creating and preserving jobs through commercial development and to cooperate in inducing and fostering economic development within the state of Ohio, and more particularly within their two territories; and

WHEREAS, the Township and City have cooperated in other matters, including but not limited to, provision of infrastructure and services to benefit citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas; and

WHEREAS, a certain landowner, Sawmill Creek LLC ("Property Owner"), has expressed a desire to pursue annexation of certain parcels that are located within and around the Sawmill Creek Golf Club, Resort, and Conference Center area, which parcels are described as **PARCELS #39-01076.029, #39-01076.004, #39-01076.000, #39-01076.005, #39-00553.000, #39-00827.000, #39-00859.000, #39-00864.000, & #39-00864.001** ("Annexation Parcels"), in connection with a planned redevelopment of the Annexation Parcels; and

WHEREAS, the Annexation Parcels in Huron Township, Erie County, Ohio, are contiguous to the City of Huron and solely owned by Sawmill Creek LLC.; and

WHEREAS, the Board of Trustees of Huron Township have been notified that pursuant to Ohio Revised Code Section 709.021 & 709.022, the Property Owner will be filing with the Board of County Commissioners of Erie County, Ohio ("County Commissioners") a Petition for Annexation of the contiguously situated Annexation Property to the City of Huron; and

WHEREAS, the Board of Trustees of Huron Township have been notified that the Petition will be filed with the Erie County Commissioners in accordance with the provisions of the Expedited Type 1 procedures set forth in Ohio Revised Code Sections 709.021 and 709.022, and other applicable laws of the State of Ohio, and is being requested by unanimous agreement of all the owners of the affected parcels and that no hearing is required under Ohio Revised Code Section 709.22 (A); and

WHEREAS, by authority of ORC § 709.192, the Board of Trustees of Huron Township desires to enter into an annexation agreement with the City under terms substantially consistent with the attached Annexation Agreement (Exhibit A) to outline the procedures under which the annexation of the Annexation Property to the City would occur, if annexation is successful, and to set forth the obligations and entitlements of the parties to the Annexation Agreement; and

WHEREAS, under the terms of the proposed Annexation Agreement, after the annexation, if successful, the Annexation Parcels will remain in the Township and remain subject to Township property taxes; and

WHEREAS, the Board of Trustees of Huron Township deems it to be in the best interest of the Township and its residents to enter into an annexation agreement substantially in the form of the attached Annexation Agreement with The City of Huron, related to the City of Huron's annexation of the Annexation Parcels.

NOW, THEREFORE, BE IT RESOLVED BY THE HURON TOWNSHIP TRUSTEES, HURON TOWNSHIP, ERIE COUNTY, OHIO:

SECTION 1. The Huron Township Board of Trustees hereby authorizes and directs Chairman Gordon Hahn to enter into an annexation agreement with The City of Huron, in representative capacity on behalf of the Huron Township Board of Trustees, related to the City of Huron's annexation of Erie County, Ohio, permanent Parcel Numbers 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001 (Annexation Parcels), which agreement shall be substantially in the form of the Annexation Agreement attached and marked EXHIBIT A.

SECTION 2. The Huron Township Board of Trustees consents to the annexation of the aforementioned Annexation Parcels in Huron Township, Erie County, Ohio, to the City of Huron under such terms as are substantially consistent with the terms of the attached Annexation Agreement;

SECTION 3. The Huron Township Board of Trustees finds and determines that all formal actions relative to the adoption of this resolution were taken in open meetings of the Board as required by law; that notice of each meeting was duly published; that all deliberations of this Board that resulted in formal action were taken in meetings open to the public in compliance with Ohio Revised Code Section 121.22.

Mr./Ms. Enderle seconded the motion, and the roll call being called upon its adoption, resulted as follows:

	YES	NO
Mr. Hahn	<input checked="" type="radio"/>	<input type="radio"/>
Ms. Schlessman	<input checked="" type="radio"/>	<input type="radio"/>
Mr. Enderle	<input checked="" type="radio"/>	<input type="radio"/>

Adopted: August 9, 2021

CERTIFICATE

I, Matthew Dewey, Fiscal Officer of the Huron Township Board of Trustees, Erie County, Ohio, hereby do certify that the above is a true and correct copy of a resolution adopted by said Board under said date as same appears in the Huron Township Record of Proceedings under Minutes of Meeting held on August 9, 2021

Matthew Dewey
Matthew Dewey, Fiscal Officer
Huron Township

FIRST AMENDMENT
TO
ANNEXATION AGREEMENT

This First Amendment to Annexation Agreement (“Amendment”) is entered into as of this 13th day of July, 2022 (the “Effective Date”) by and between the Council of the City of Huron, Ohio, the legislative authority of and for the city of Huron, Ohio, a municipal corporation duly organized and validly existing under its Charter and the Constitution and the laws of the state of Ohio (the “City”), and the Board of Trustees of Huron Township, the legislative authority of and for Huron Township, a political subdivision duly organized and validly existing under the laws of the state of Ohio (the “Township”) (City and Township being sometimes referred to herein collectively as the “Parties” and individually as a “Party”), in order to amend certain provisions of that Annexation Agreement between the Parties dated as of August 25, 2021 (the “Original Agreement”). All words and terms used herein with initial capitalization that are not otherwise defined herein shall have the meanings assigned to such words and terms in the Original Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. Relationship to Original Agreement. The Parties hereby ratify, confirm and reconfirm the Original Agreement as continuing in full force and effect in accordance with its terms except as specifically amended pursuant to this Amendment. The Parties agree that, to their respective knowledge, neither Party is in default under the Original Agreement, and there has been full compliance with the Original Agreement to date. From and after the execution and delivery of this Amendment, the Original Agreement shall be read and construed as amended hereby and the Original Agreement and this Amendment shall constitute one integrated document.
2. Amendments to the Original Agreement. The following amendments to the Original Agreement are hereby agreed to by the Parties:
 - (a) Attachment A of the Original Agreement is hereby amended and restated to read in its entirety as follows (with added text underlined):

“The Annexation Parcel consists of the following parcels as numbered and in the records of the County Auditor of Erie County, Ohio, and as further depicted and shown on the Annexation Parcel Map attached as Attachment B:

Parcel Numbers:
39-01076.029
39-01076.004
39-01076.000

39-01076.005
39-00553.000
39-00827.000
39-00859.000
39-00864.000
39-00864.001
39-01076.001
39-01076.017
39-01076.003”

(b) Attachment B of the Original Agreement is hereby amended and replaced with the map attached as Exhibit A to this Amendment.

3. Execution and Delivery. This Amendment may be executed and delivered in multiple counterparts and by electronic signature.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the Effective Date.

CITY:

By: _____

Name: Matthew Lasko

Title: City Manager

Approved as to Form:

By: _____

STATE OF OHIO)

) SS

COUNTY OF ERIE)

On this 13th day of July, 2022, before me, a Notary Public in and for said County and State, personally appeared Matthew Lasko, the City Manager of the City of Huron who acknowledged that he or she did sign the foregoing instrument for and on behalf of said City. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

TERRI WELKENER
Notary Public



TERRI S. WELKENER
Notary Public, State of Ohio
My commission expires July 30, 2024

TOWNSHIP:

By: Gordon B. Hahn

Name: GORDON B. HAHN

Title: CHAIRMAN TRUSTEES

STATE OF OHIO)
COUNTY OF ERIE) SS

On this 12 day of July, 2022, before me, a Notary Public in and for said County and State, personally appeared Gordon B. Hahn, the Trustee of Huron Township, who acknowledged that he or she did sign the foregoing instrument for and on behalf of said Ohio Political Subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

Jammy Boov
Notary Public

This instrument was prepared by:

Robert F. McCarthy, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215

**My Commission Expires:
September 17, 2023**

Approved as to form:

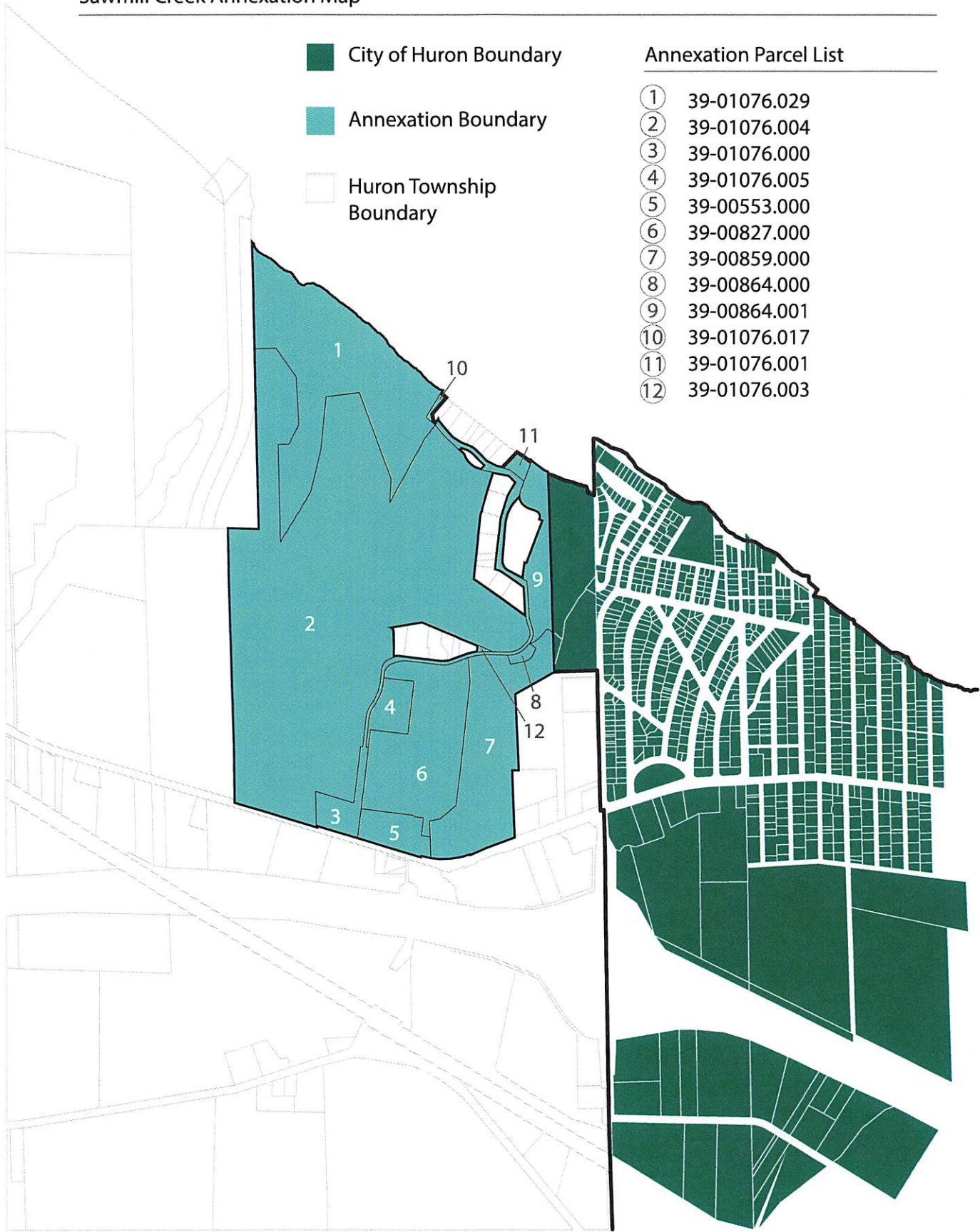
by Susan Ryan Brown

Susan Ryan Brown
Attorney for Huron Township
Assistant Erie County Prosecutor

**ATTACHMENT A
ANNEXATION PARCEL MAP**

(Attached)

Sawmill Creek Annexation Map



- City of Huron Boundary
- Annexation Boundary
- Huron Township Boundary

Annexation Parcel List

- | | |
|---|--------------|
| ① | 39-01076.029 |
| ② | 39-01076.004 |
| ③ | 39-01076.000 |
| ④ | 39-01076.005 |
| ⑤ | 39-00553.000 |
| ⑥ | 39-00827.000 |
| ⑦ | 39-00859.000 |
| ⑧ | 39-00864.000 |
| ⑨ | 39-00864.001 |
| ⑩ | 39-01076.017 |
| ⑪ | 39-01076.001 |
| ⑫ | 39-01076.003 |



TO: Mayor Tapp and City Council
FROM: Cory Swaisgood
RE: Ordinance No. 2022-53 (*submitted by Cory Swaisgood*)
DATE: October 11, 2022

Subject Matter/Background

Ordinance No. 2022-53 requests the Council's authorization for changes to the annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the detail.

Financial Review

See Exhibit "A" for financial review and details of supplemental appropriations and cash transfers among funds.

Legal Review

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

Recommendation

The Council should consider a motion adopting Ordinance No. 2022-53 as presented in order to maintain budgetary compliance.

[Ordinance No. 2022-53 Appropriations.doc](#)
[Ord. 2022-53 Exhibit A.pdf](#)

ORDINANCE NO. 2022-53

Introduced by Joel Hagy

AN ORDINANCE AMENDING ORDINANCE NO. 2021-41, ADOPTED DECEMBER 14, 2021, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES AND TO PROVIDE FOR CASH TRANSFERS.

WHEREAS, pursuant to Ordinance No. 2021-41, adopted December 14, 2021, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2022 for the operations of all City departments and offices; and

WHEREAS, Council has established various funds for the financial operation of the City, and through the current fiscal year certain funds have been determined to have insufficient funds and certain Funds have been determined to have excess funds; and

WHEREAS, it is necessary to amend the budget to reflect supplemental appropriations, appropriation transfers and cash transfers between funds to accommodate the operational needs of certain City departments and offices and to assure all funds of the City are in proper balance.

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

SECTION 1. That Exhibit "A" of Ordinance No. 2021-41, adopted on the 14th day of December, 2021, as amended by Ordinance No. 2022-8 on January 25, 2022, as amended by Ordinance No. 2022-18 adopted on March 22, 2022, as amended by Ordinance 2022-24 adopted on April 26, 2022, as amended by Ordinance 2022-25 adopted on May 10, 2022, as amended by Ordinance 2022-30 adopted on May 24, 2022, as amended by Ordinance No. 2022-39 adopted on July 12, 2022, as amended by Ordinance No. 2022-41 adopted on July 26, 2022, as amended by Ordinance No. 2022-43 adopted on August 9, 2022 (and as amended on August 30, 2022), as amended by Ordinance No. 2022-46 adopted on August 30, 2022, and as amended by Ordinance No. 2022-49 adopted on September 27, 2022, is hereby amended to provide for supplemental appropriations, appropriation transfers and cash transfers between funds as to each fund set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the Director of Finance and the City Manager are hereby authorized to expend the funds herein appropriated for the purpose of paying the operating expenses of the City for the fiscal year ending December 31, 2022, to make the cash transfers between and among those certain funds of the City, and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized to properly balance the various funds of the City.

SECTION 3. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 4. That in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately; **WHEREFORE**, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____.

CITY OF HURON
BUDGET APPROPRIATION ADJUSTMENTS AND CASH TRANSFERS
SUMMARY SHEET

Exhibit A

DATE: 10/11/2022
ORDINANCE: 2022-53

Appropriation Measure

Reason for Appropriation Measure

The appropriation measure is necessary to properly budget for the following activity:

- 1) Additional budget is needed to pay for the marine patrol's fuel usage for the 2022 season. The overtime wages budget can be reduced by \$1,500 and moved to the fuel budget within the Marine Patrol Grant Fund.
- 2) Supplemental appropriations are needed for server upgrades. \$78,000 of additional budget was added to the capital equipment fund and IT fund since the project impacts all City departments. Additional cash transfers from the General Fund to the IT and capital equipment fund will be considered at year-end to replenish these accounts.
- 3) Additional cash transfers to support the server upgrade is also included. Additional budget is needed to properly perform the cash transfers.

In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control and cash transfers. The net overall budgetary impact is **-\$78,000**, as \$45,000 is a cash transfer between funds. Current fund balance in all funds listed is sufficient to cover this activity.

APPROPRIATION MEASURE

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount	Total Appropriations After Adjustment
MARINE PATROL GRANT	225	Police Department	OTHER EXPENSES	\$ 1,500.00	\$ 13,167
MARINE PATROL GRANT	225	Police Department	PERSONNEL SERVICES	\$ (1,500.00)	\$ 27,814
CAPITAL EQUIPMENT	403	Information Tech.	OTHER EXPENSES	\$ 53,000.00	\$ 659,627
INFORMATION TECHNOLOGY	701	Information Tech.	OTHER EXPENSES	\$ 25,000.00	\$ 83,011
GENERAL FUND	110	Transfers	TRANSFERS OUT	\$ 45,000.00	\$ 1,884,100

NET IMPACT ON TOTAL APPROPRIATIONS \$ 123,000.00

Cash Transfer between Funds

Reason for Cash Transfer:

The cash transfers below is specifically related to the server project, pending approval by Council at the October 11, 2022, meeting. The General Fund has sufficient fund balance to support these cash transfers.

CASH TRANSFER FROM:

Fund Name	Fund Number	Department/Activity	Description	Amount	Cash Balance After Transfer
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO CAPITAL EQUIP	\$ (25,000.00)	\$ 2,081,808.38
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO COMPUTER FUND	\$ (20,000.00)	

TOTAL TRANSFERS OUT: \$ (45,000.00)

CASH TRANSFER TO:

Fund Name	Fund Number	Department/Activity	Account Description	Amount	Cash Balance After Transfer
CAPITAL EQUIPMENT	403	TRANSFER IN	TRANSFER FROM GENERAL FUND	\$ 25,000.00	\$ 671,609.5
COMPUTER FUND	701	TRANSFER IN	TRANSFER FROM GENERAL FUND	\$ 20,000.00	\$ 67,090.0

TOTAL TRANSFERS IN: \$ 45,000.00



TO: Mayor Tapp and City Council
FROM: Jason Gibboney
RE: Ordinance No. 2022-55 (first reading) *(submitted by Jason Gibboney)*
DATE: October 11, 2022

Subject Matter/Background

The last time the city carried out a water rate study was 2007, and implemented the last water rate increase in January of 2008. This current study brought many options from very passive to very aggressive, and many options in between. Over the 14 years since the last increase operating expenses have risen, many capital projects have been undertaken and general maintenance of the system costs have increased year on year. The city, due to a well managed water fund and additional sales of water have managed to keep water rates static. Unfortunately, this is no longer possible. If we stayed at the rates we currently charge, the water fund would be operating at a NET loss by 2025, and the fund itself would be in the red by 2028. This obviously is not sustainable.

The water rate study was presented to the utilities committee, and they voted to recommend options 3a and then 4 to Council. The study was then presented to the Finance Committee and they voted to recommend options 4 and then 3a to Council. The study was then presented to Council at a work session and Council directed staff to proceed with option 4, which is a 5% increase over 10 years, and a one time 3% increase to our high volume customers. The water fund will be managed on a constant basis, and a new water rate study carried out every three years to ensure rates are kept as low as possible while still ensuring the water fund is sustainable.

Other modifications contained within are repealing minimal charges for sprinkler systems. Repealing charges for Tank water sales as we no longer offer this service. Amending the wording of the section that refers to multiple units supplied by a single meter to remove vagueness and clarify existing processes.

Financial Review

The new water rate ordinance, if approved, will allow for the City to proceed with needed capital and maintenance of the City's water infrastructure, per the water rate study. The City's water utility funds (602, 603, and 604) will generate more revenue and allocate more budget specifically to capital projects and debt liabilities over the next 10 years.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2022-55 is in order.

[Ordinance No. 2022-55 Water Rate Ordinance.docx](#)

[Ordinance No. 2022-55 Exhibit A.pdf](#)

[Ordinance No. 2022-55 Exhibit B.pdf](#)

[Ordinance No. 2022-55 Exhibit C.pdf](#)

ORDINANCE NO. 2022-55

Introduced by Matt Grieves

AN ORDINANCE AMENDING AND REPEALING CODIFIED ORDINANCE SECTION 915.19 RELATING TO WATER RATES; REPEALING CODIFIED ORDINANCE SECTION 915.20 RELATING TO WATER FOR SPRINKLER SYSTEMS; AMENDING AND REPEALING CODIFIED ORDINANCE SECTION 915.21 RELATING TO MULTIPLE USERS OF METERS; AND REPEALING CODIFIED ORDINANCE SECTION 915.22 RELATING TO TANK WATER SALES.

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

SECTION 1. Codified Ordinance Section 915.19 WATER RATES shall be, and the same hereby is, amended to read in its entirety as follows:

“Section 915.19 WATER RATES.

Effective January 1, 2023 the following water rates shall be in effect:

(a) For water bills rendered on and after January 1st, 2023, the sum of the minimum water availability charge by meter size (this charge does not include any water usage) and the water usage rates (consumption) per 100 cubic feet (ccf), regardless of meter size, referenced in Appendix A will be invoiced every three (3) months.

(b) Non-resident water shall be supplied to customers residing outside the City Limits at the Non-Residents rate below, except in those areas covered by separate contracts.”

SECTION 2. Codified Ordinance Section 915.19 WATER RATES, as the same previously existed (a copy of which is attached hereto as Exhibit A), shall be, and the same hereby is, repealed, and the provisions of this amending ordinance shall be effective as of the effective date of this Ordinance.

SECTION 3. Codified Ordinance Section 915.20 WATER FOR SPRINKLER SYSTEMS (a copy of which is attached hereto as Exhibit B) shall be, and the same hereby is, repealed in its entirety.

SECTION 4. Codified Ordinance Section 915.21 MULTIPLE USERS OF METERS shall be, and the same hereby is, amended to read in its entirety as follows:

“Section 915.21 MULTIPLE USERS OF METERS.

Effective January 1, 2023, in the case of multiple units being supplied by a single water meter, where the water system is such that it is not possible to meter each dwelling, the owner shall be billed for all availability charges and water used in the building and shall be responsible for payment of all invoices for all water consumed. In this multiple units being supplied by a single meter scenario, the first line item on the invoice shall be an

availability charge based on the actual size of the meter supplying the property, and the remaining line items on the invoice will be for the additional units charged at the “standard” availability charge which would be at the 5/8-3/4 meter size.

SECTION 5. Codified Ordinance Section 915.21 MULTIPLE USERS OF METERS, as the same previously existed (a copy of which is attached hereto as Exhibit C), shall be, and the same hereby is, repealed, and the provisions of this amending ordinance shall be effective as of the effective date of this Ordinance.

SECTION 6. Codified Ordinance Section 915.22 TANK WATER SALES (a copy of which is attached hereto as Exhibit D) shall be, and the same hereby is, repealed in its entirety.

SECTION 7. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements.

SECTION 8. That this Ordinance shall take effect and be in force from and after the time period contained in Section 3.06 of the Charter of the City of Huron.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

APPENDIX A

Effective January 1, 2023 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$52.11	\$57.32
3/4	\$52.11	\$57.32
1	\$68.23	\$75.05
1 1/2	\$105.12	\$115.63
2	\$140.33	\$154.36
3	\$210.23	\$231.25
4	\$280.12	\$308.13
6	\$420.49	\$462.54
8	\$533.57	\$586.93
10	\$666.98	\$733.68
12	\$800.90	\$880.99

Unit of Consumption Rate per 100 cubic feet (ccf)		
	Residents	Non-Residents
	\$2.73	\$3.00

Effective January 1, 2024 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$54.72	\$60.19
3/4	\$54.72	\$60.19
1	\$71.64	\$78.80
1 1/2	\$110.38	\$121.42
2	\$147.35	\$162.09
3	\$220.74	\$242.81
4	\$294.13	\$323.54
6	\$441.51	\$485.66
8	\$560.25	\$616.28
10	\$700.33	\$770.36
12	\$840.95	\$925.05

Unit of Consumption Rate per 100 cubic feet (ccf)		
	Residents	Non-Residents
	\$2.87	\$3.16

Effective January 1, 2025 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$57.46	\$63.21
3/4	\$57.46	\$63.21
1	\$75.22	\$82.74
1 1/2	\$115.90	\$127.49
2	\$154.72	\$170.19
3	\$231.78	\$254.96
4	\$308.84	\$339.72
6	\$463.59	\$509.95
8	\$588.26	\$647.09
10	\$735.35	\$808.89
12	\$883.00	\$971.30

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$3.01	\$3.31

Effective January 1, 2026 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$60.33	\$66.36
3/4	\$60.33	\$66.36
1	\$78.98	\$86.88
1 1/2	\$121.70	\$133.87
2	\$162.46	\$178.71
3	\$243.37	\$267.71
4	\$324.28	\$356.71
6	\$486.77	\$535.45
8	\$617.67	\$679.44
10	\$772.12	\$849.33
12	\$927.15	\$1,019.87

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$3.16	\$3.48

Effective January 1, 2027 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$63.35	\$69.69
3/4	\$63.35	\$69.69
1	\$82.93	\$91.22
1 1/2	\$127.79	\$140.57
2	\$170.58	\$187.64
3	\$255.54	\$281.09
4	\$340.49	\$374.54
6	\$511.11	\$562.22
8	\$648.55	\$713.41
10	\$810.72	\$891.80
12	\$973.51	\$1,070.86

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$3.32	\$3.65

Effective January 1, 2028 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$66.52	\$73.17
3/4	\$66.52	\$73.17
1	\$87.08	\$95.79
1 1/2	\$134.18	\$147.60
2	\$179.11	\$197.02
3	\$268.32	\$295.15
4	\$357.51	\$393.26

6	\$536.67	\$590.34
8	\$680.98	\$749.08
10	\$851.26	\$936.39
12	\$1,022.19	\$1,124.41

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$3.49	\$3.84

Effective January 1, 2029 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$69.85	\$76.84
3/4	\$69.85	\$76.84
1	\$91.43	\$100.57
1 1/2	\$140.89	\$154.98
2	\$188.07	\$206.88
3	\$281.74	\$309.91
4	\$375.39	\$412.93
6	\$563.50	\$619.85
8	\$715.03	\$786.53
10	\$893.82	\$983.20
12	\$1,073.30	\$1,180.63

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$3.66	\$4.03

Effective January 1, 2030 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$73.34	\$80.67
3/4	\$73.34	\$80.67
1	\$96.00	\$105.60
1 1/2	\$147.93	\$162.72
2	\$197.47	\$217.22
3	\$295.83	\$325.41
4	\$394.16	\$433.58
6	\$591.68	\$650.85
8	\$750.78	\$825.86
10	\$938.51	\$1,032.37
12	\$1,126.97	\$1,239.67

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$3.84	\$4.22

Effective January 1, 2031 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$77.01	\$84.71

3/4	\$77.01	\$84.71
1	\$100.80	\$110.88
1 1/2	\$155.33	\$170.86
2	\$207.34	\$228.07
3	\$310.62	\$341.68
4	\$413.87	\$455.26
6	\$621.26	\$683.39
8	\$788.32	\$867.15
10	\$985.44	\$1,083.98
12	\$1,183.32	\$1,301.65

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$4.03	\$4.43

Effective January 1, 2032 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$80.86	\$88.95
3/4	\$80.86	\$88.95
1	\$105.84	\$116.42
1 1/2	\$163.10	\$179.41
2	\$217.71	\$239.48
3	\$326.15	\$358.77
4	\$434.56	\$478.02
6	\$652.32	\$717.55
8	\$827.74	\$910.51
10	\$1,034.71	\$1,138.18
12	\$1,242.49	\$1,366.74

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$4.23	\$4.65

915.19 WATER RATES.

Effective January 1, 2008 the following water rates shall be in effect:

- (a) For water bills rendered on and after January 1, 2008, a minimum water availability charge by meter size shall be made per quarter to customers: as follows:

Meter Size (inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$49.63	\$54.60
3/4	49.63	54.60
1	64.98	71.47
1 1/1	100.11	110.11
2	133.65	147.02
3	200.22	220.25
4	266.78	293.45
6	400.47	440.52
8	508.16	557.87
10	635.22	698.73
12	762.76	839.03

The minimum water availability charge does not include any water usage.

- (b) For water bills rendered on and after January 1, 2008, the rate for water consumed, in addition to the water availability charge set forth above, shall be two dollars and sixty cents (\$2.60) per 100 cubic feet, regardless of meter size.
- (c) Non-resident water shall be supplied to customers residing outside the City limits at ten percent (10%) above City rates, except in those areas covered by separate contracts. (Ord. 2007-28. Passed 12-11-07.)

915.20 WATER FOR SPRINKLER SYSTEMS.

Unmetered water services for sprinkler systems installed for the purpose of fire protection only shall pay the following annual rate on January 1, of each calendar year:

Size of Service Line (Inches)	Rate Per Year
2	\$8.40
2-1/2	11.55
3	15.75
4	31.50
6	63.00
8	105.00
10	131.25
12	157.50

The first year a customer places a sprinkler system into operation such customer shall pay one-twelfth of the above applicable rate for each month or part thereof that such system is installed prior to December 31 of the year of installation, payable in advance.

(Ord. 1993-15. Passed 12-13-93.)

915.21 MULTIPLE USERS OF METERS.

In the case of a double house, duplex, apartment, etc., where the water system is such that it is not possible to meter each user, the landlord shall be billed for all water used in the building and shall be responsible for all bills.

In the event that more than one living unit is furnished water service through one meter, the billing of the quantity of water furnished through such meter shall be calculated as though each living unit had its own water meter. (Ord. 1983-32. Passed 12-5-83.)

915.22 TANK WATER SALES.

Effective January 1, 1995, the charge for all tank sales of water from the water filtration plant shall be fifty cents (\$.50) for each 100 gallons.

(Ord. 1994-35. Passed 12-19-94.)



TO: Mayor Tapp and City Council
FROM: Erik Engle
RE: Resolution No. 86-2022 (*submitted by Erik Engle*)
DATE: October 11, 2022

Subject Matter/Background

In 2010, the City entered into agreement for the establishment of a regional advisory board specific to acquisition and utilization of a Geographical Information System (GIS) software and biennial Pictometry/NearMap flights. The agreement was a 6-year term, which expired on December 31, 2017. A second agreement was approved by Council (Resolution 96-2022) for a second 6-year period, which ends on December 31st of this year. The attached Resolution 86-2022 would enter the City into a new 6-year Cost Share Agreement for the term of 2023-2028. The City of Huron's annual cost to participate in this service is \$7,280.93, which is slightly lower than the annual cost of \$7,295.41 for the previous term.

GIS software is designed to capture, store, manipulate, analyze, manage, and present spatial or geographical data. It allows users to create "layers" in which data sets are created and displayed over a general base map (aerial imagery of the City). Under our current agreement, the County sanctions biennial flights to provide aerial photography for high-resolution aerial base maps of the entire County. From there, City staff can create unlimited "layers" of data to display overtop of the base map. A layer could be the location of potholes, location of crimes, location of traffic accidents, location of missed refuse pickups, location of utility lines, and location of property maintenance enforcement issues. The data sets and utility are endless.

Below are a few examples of what the addition software provides in terms of utilization:

Utility mapping: City staff often struggle with knowing the exact location, condition, and size of water and storm sewer lines. As new lines are installed or replaced, they are entered into our physical database, but we currently do not have any interactive or electronic filing system. This software would allow the City to create an electronic interactive map that would show the size, age, condition, and exact location of every utility line within the community. The data can be entered from a mobile device (iPhone/Android) from the field. The software can detect the GPS coordinates of the user and place a data point at the exact location. As the City completes a new project, the data is entered into the system with all the pertinent information.

Code enforcement: Currently, staff is relying upon data management on multiple personal devices to generate and report on property maintenance issues. This system would allow the code enforcement officer to generate the report in the field using the mobile app, with all data being stored within an approved and City owned data management server and protected using best practices. Description of the violation, the exact location of the violation, and pictures of the violation are all uploaded to the software in a streamlined manner.

Report a problem: The system is able to be used by "guest" users as well, AKA the general public. A new page can be added to our website in which a user can report any issue (property maintenance, water main break, pothole, etc.). The user would be able to report the exact location of the issue by placing a pin on the map. Once the issue is reported, it's immediately sent to the appropriate department and entered into the backend workflow of items.

The collaboration between all parties provides extremely cost effective access to very powerful software. This software would not be attainable by the City without this partnership. This model of cost sharing has been touted across the state as an effective regional collaboration. Staff believes the utility provided by the existing software, the collaboration with all partners in this agreement, and the proposed additional capability to be extremely valuable and anticipates them to have a high return on functionality for city operations.

Financial Review

The total annual cost of the entire program (software, biennial Pictometry/NearMap flights, maintenance, and training) is \$156,400 (a decrease of \$2,050). The City's portion of the cost under the current agreement was \$7,295.41 per year. The new annual cost would decrease to \$7,280.93, a decrease of \$14.48 annually. The total cost of the program is shared by all villages, townships, and cities within Erie County and is distributed based on the 2020 Census (Cities making up 24.67% of the population, Townships accounting for 23.36% of the population, and Villages accounting for 1.97% of the population – The County is covering the remaining 50%, specifically, the Auditor's Office, the County Engineer, DOES, E911, Regional Planning, ECSO, Soil and Water, Health Dept., Commissioners Office, and MetroParks.

The general fund, water, electric, and stormwater funds will equally pay for this annual contract.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 86-2022 is in order.

[Resolution No. 86-2022 Erie County GIS Cost Share Agreement.doc](#)

[Resolution No. 86-2022 Exhibit A EC GIS Cost Share Agreement.docx](#)

RESOLUTION NO. 86-2022

Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ERIE COUNTY, OHIO FOR GEOGRAPHICAL INFORMATION SYSTEM (GIS) COST SHARING FOR THE PERIOD OF 2023-2028 IN THE AMOUNT OF SEVEN THOUSAND TWO HUNDRED EIGHTY AND 93/100 DOLLARS (\$7,280.93) ANNUALLY

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

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to enter into an agreement with Erie County, Ohio for geographical information system cost sharing for the years 2023-2028 at an annual cost of Seven Thousand Two Hundred Eighty and 93/00 (\$7,280.93), 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 go into effect and be in full force and effect immediately upon its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

ERIE COUNTY GEOGRAPHICAL INFORMATION SYSTEM 2023-2028 COST SHARE AGREEMENT

This Erie County Geographical Information System 2023-2028 Cost Share Agreement (“Agreement”) is made and entered into this _____ day of _____, 2022, by and between the Board of Commissioners of Erie Metro Parks, Board of Trustees of Berlin Township, Board of Trustees of Florence Township, Board of Trustees of Groton Township, Board of Trustees of Huron Township, Board of Trustees of Margaretta Township, Board of Trustees of Milan Township, Board of Trustees of Oxford Township, Board of Trustees of Perkins Township, Board of Trustees of Vermilion Township, City Commission of the City of Sandusky, City Council of the City of Huron, City Council of the City of Vermilion, Village Council of the Village of Bayview, Village Council of the Village of Berlin Heights, Village Council of the Village of Kelleys Island and Village Council of the Village of Milan (collectively, the “Political Subdivisions”), the Board of Commissioners of Erie County, Ohio (“County”), and the Erie County Auditor (“Auditor”).

WITNESSETH:

WHEREAS, the Political Subdivisions and County previously entered into an Erie County Geographical Information System 2017-2022 Cost Share Agreement (“2017-2022 Agreement”) for the establishment and support of a shared Geographical Information System (“GIS”);

WHEREAS, the Political Subdivisions and County have a continuing need for accurate and current geographical information for their respective operations;

WHEREAS, the Political Subdivisions and County find that a shared GIS increases efficiency and reduces cost as compared to multiple systems;

WHEREAS, the continued coordination of GIS services within Erie County is of importance to the Political Subdivisions and the County;

WHEREAS, the County and Political Subdivisions have authority to enter into this Agreement as provided in R.C. 9.482 and R.C. 307.15;

WHEREAS, the County and Political Subdivisions desire to enter into this Agreement so that the County continues to provide GIS services to the Political Subdivisions and to coordinate GIS services within Erie County.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the County, the Auditor and the Political Subdivisions do hereby agree that:

1. County shall provide and coordinate GIS services via a full-time GIS Coordinator (“Coordinator”) who works under the supervision of the Auditor. Coordinator’s duties include the maintenance, coordination and administration of the GIS in Erie County, and other assigned duties. Coordinator shall meet with the Board of Commissioners of Erie County on a quarterly basis in a public meeting.

2. GIS Advisory Board

- a. The “2017-2022 Agreement” created a GIS Advisory Board to bring specific GIS related concerns or issues to the Coordinator and Auditor.
- b. The GIS Advisory Board shall continue in its existing form with the following members, or their designee:
 - i. One member, an elected official from the Board of County Commissioners of Erie County, Ohio or an appointee.
 - ii. One member from the City of Sandusky, appointed by the City Manager.
 - iii. One member from the City of Vermilion, appointed by the City Council.
 - iv. One member from the City of Huron, appointed by the City Manager.
 - v. One member from each of the Townships of Erie County, who are signatory to this Agreement.
 - vi. One member, from the Villages of Erie County, who are signatory to this Agreement.
 - vii. One member from the Erie County Engineer’s Office.
 - viii. One member from the Erie County Sheriff’s Office.
 - ix. One member from the Erie County Emergency Management Agency.
 - x. One member from the Erie County Department of Environmental Services.
 - xi. One member from the Erie Soil & Water Conservation District.
 - xii. One member from the Erie County Health District.
 - xiii. One member from the Erie County Auditor’s Office.
 - xiv. One member from the Erie Regional Planning Department.
 - xv. One member from the Erie MetroParks.
- c. Coordinator shall serve as Secretary of the GIS Advisory Board.
- d. The GIS Advisory Board shall elect a President and a Vice President at the Board’s first meeting each calendar year. The term for the President and Vice-President shall be one (1) year. The President and/or Vice-President may be reelected for multiple and/or successive terms.
- e. The GIS Advisory Board shall meet at least twice each calendar year. The meetings shall be called by the President of the GIS Advisory Board, the GIS Coordinator or any three

members of the GIS Advisory Board. The meetings shall be subject to the Open Meetings Act (R.C. 121.22).

3. The Treasurer of the GIS Advisory Board shall prepare a budget for each calendar year. The funds provided for in the budget and all funds received for GIS related services shall be paid to the Auditor. Said funds shall be deposited into account 72310-1140-433650 Intergovernmental Revenue Fund, which is designated for GIS purposes.

4. Annual Assessment

- a. The Political Subdivisions and County shall make annual payments to the Auditor for the respective amounts assessed against the Political Subdivisions and the County for the GIS services performed and to be performed in this Agreement. The Auditor shall submit an invoice to the County and Political Subdivisions in January of each calendar year and the County and Political Subdivisions shall make payment to the Auditor within thirty (30) days of receipt of the invoice. The annual assessment amount, which is determined by the GIS Advisory Board Finance Subcommittee and is based on a per capita model, is set forth in the attached **Exhibit A-1 and Exhibit A-2**.
- b. If the GIS Advisory Board finds that an increase in the annual assessment is necessary for the next calendar year, then the GIS Advisory Board shall provide notice of the same to the County and Political Subdivisions by September 30th. The GIS Advisory Board shall then make a request to the County for an increase in the annual assessment and the GIS Advisory Board shall present the request to the County at a public meeting in November.

5. Amendment/Termination

- a. This Agreement shall continue in effect through December 31, 2028.
- b. This Agreement may be terminated or amended at any time by mutual agreement of the County and the Political Subdivisions.
- c. A Political Subdivision may withdraw from the Agreement at the end of any calendar year by action of its legislative authority and submission of written notice to the County at least ninety (90) days prior to the end of the calendar year.

6. Miscellaneous

- a. Any obligations of the parties regarding GIS contained in any other agreement(s) between the parties shall remain in effect and full force, and shall not be eliminated or modified unless inconsistent with the terms of this Agreement.
- b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Political Subdivisions, County and Auditor have caused this Agreement to be executed by the necessary and authorized officers and officials of the Political Subdivisions, County and Auditor hereunto duly authorized as of the day and year first above written.

BOARD OF COMMISSIONERS OF ERIE COUNTY, OHIO Name: _____ Name: _____ Name: _____	ERIE COUNTY AUDITOR Richard H. Jeffrey
BOARD OF TRUSTEES OF FLORENCE TOWNSHIP Name: _____ Name: _____ Name: _____	BOARD OF TRUSTEES OF GROTON TOWNSHIP Name: _____ Name: _____ Name: _____
BOARD OF TRUSTEES OF HURON TOWNSHIP Name: _____ Name: _____ Name: _____	BOARD OF TRUSTEES OF MARGARETTA TOWNSHIP Name: _____ Name: _____ Name: _____
BOARD OF TRUSTEES OF MILAN TOWNSHIP Name: _____	BOARD OF TRUSTEES OF OXFORD TOWNSHIP Name: _____

_____ Name: _____ _____ Name: _____	_____ Name: _____ _____ Name: _____
BOARD OF TRUSTEES OF PERKINS TOWNSHIP _____ Name: _____ _____ Name: _____ _____ Name: _____	BOARD OF TRUSTEES OF VERMILION TOWNSHIP _____ Name: _____ _____ Name: _____ _____ Name: _____
CITY COMMISSION OF THE CITY OF SANDUSKY _____ Name: _____	CITY COUNCIL OF THE CITY OF HURON _____ Name: _____
CITY COUNCIL OF THE CITY OF VERMILION _____ Name: _____	VILLAGE COUNCIL OF THE VILLAGE OF BAYVIEW _____ Name: _____
VILLAGE COUNCIL OF THE VILLAGE OF BERLIN HEIGHTS _____ Name: _____	VILLAGE COUNCIL OF THE VILLAGE OF KELLEYS ISLAND _____ Name: _____
VILLAGE COUNCIL OF THE VILLAGE OF MILAN _____ Name: _____	ERIE METRO PARKS _____ Name: _____

APPROVED AS TO CONTENT:

ERIE COUNTY HEALTH DISTRICT _____ Name: _____	ERIE COUNTY ENGINEER'S OFFICE _____ Name: _____
ERIE COUNTY SHERIFF'S OFFICE _____ Name: _____	ERIE SOIL AND WATER CONSERVATION DISTRICT _____ Name: _____
ERIE COUNTY EMERGENCY MANAGEMENT AGENCY _____ Name: _____	ERIE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES _____ Name: _____
ERIE COUNTY REGIONAL PLANNING COMMISSION _____ Name: _____	

APPROVED AS TO FORM:

ERIE COUNTY PROSECUTOR'S OFFICE _____ Jason Hinnars, Assistant Prosecuting Attorney	
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EXHIBIT “A-1”

Annual Assessment

<u>Political Subdivision</u>	<u>Annual Assessment</u>
Board of Commissioners of Erie County	\$73,508.00
Board of Commissioners of Erie Metro Parks	\$4,692.00
Board of Trustees of Berlin Township	\$3,064.53
Board of Trustees of Florence Township	\$2,493.18
Board of Trustees of Groton Township	\$1,453.33
Board of Trustees of Huron Township	\$3,613.48
Board of Trustees of Margaretta Township	\$4,579.99
Board of Trustees of Milan Township	\$2,650.02
Board of Trustees of Oxford Township	\$1,223.16
Board of Trustees of Perkins Township	\$12,427.18
Board of Trustees of Vermilion Township	\$5,036.26
City Commission of the City of Sandusky	\$26,759.00
City Council of the City of Huron	\$7,280.93
City Council of the City of Vermilion	\$5,028.11
Village Council of the Village of Bayview	\$643.66
Village Council of the Village of Berlin Heights	\$727.18
Village Council of the Village of Kelleys Island	\$500.00
Village Council of the Village of Milan	\$1,392.23

ERIE COUNTY GIS ADVISORY BOARD - "EXHIBIT A-2"					
2023 - 2028 BUDGET new 6 year agreement					
			Yearly		
			Amount for		
			Proposed		
			2023 - 2028		
			W/ Minimum		
			& non-partic.		
Entity	Census	Census Percentage		Cost Share Data by Year	
VILLAGES	3025	1.97%	3,080.83	BUDGET	156,400.00
Bay View Village	632	0.41%	643.66	NearMap	72,000.00
Berlin Heights Village	714	0.46%	727.18	LBRS Maint.	9,900.00
Kelleys Island Village	312	0.20%	500.00	AGS admin support	3,000.00
Milan Village	1367	0.89%	1,392.23	WebEX	2,000.00
				ESRI ELA	67,000.00
TOWNSHIPS	35879	23.36%	36,541.13	GeoJobe	500.00
Berlin Township	3009	1.96%	3,064.53	SQL SA License	2,000.00
Florence Township	2448	1.59%	2,493.18		
Groton Township	1427	0.93%	1,453.33		
Huron Township	3548	2.31%	3,613.48		
Margaretta Township	4497	2.93%	4,579.99		
Milan Township	2602	1.69%	2,650.02		
Oxford Township	1201	0.78%	1,223.16		
Perkins Township	12202	7.95%	12,427.18		
Vermilion Township	4945	3.22%	5,036.26		
CITIES	37879	24.67%	38,578.04		
Huron City	7149	4.66%	7,280.93		
Sandusky City	25793	16.80%	26,759.00	Community Analyst License - COS only	490
Vermilion City	4937	3.21%	5,028.11		
ERIE COUNTY	76783	50.00%	78,200.00		
Auditors		14.00%	21,896.00	NearMap Fall Oblique flight (ECAO only)	20000
Engineers		5.00%	7,820.00	The Erie County Auditor will pay the additional \$20,000 annually to cover the cost of the annual Fall oblique imagery in the NearMap contract. The NearMap contract is a 3 year contract, so this will be reviewed every 3 years.	
Environmental Services		5.00%	7,820.00		
Emergency Mgt/E911		2.00%	3,128.00		
Regional Planning		3.00%	4,692.00		
Sheriff		6.00%	9,384.00		
Erie Soil & Water District		2.00%	3,128.00		
Health District		5.00%	7,820.00		
Commissioners		5.00%	7,820.00		
Erie MetroParks		3.00%	4,692.00		
		0.98			
TOTAL			156,400.00		

Example:

CERTIFICATE OF FUNDS

I hereby certify that the money required for this contract or expenditure is in the Treasury to the credit of the fund which it is to be drawn and is not now appropriated for any other purpose.

Note: Each participating political subdivision's treasurer and or clerk/treasurer shall provide the proper certificate.



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 87-2022 (*presented by Matt Lasko*)
DATE: October 11, 2022

Subject Matter/Background

The following summaries relate to Resolution Nos. 87-2022 and 88-2022:

Resolution 87-2022

In 2021, the Administration received Council approval for a multi-year dental insurance program through TruAssure Insurance Company. After review and consultation with Gallagher & Associates, the Administration selected to continue the program through 2023 with no increase in dental insurance premiums. This program maintains the same level of coverage that employees had in 2022. Resolution No. 87-2022 seeks Council's ratification of an Agreement with TruAssure Insurance Company locking in these rates for 2023.

Resolution 88-2022

VSP has been the vision insurance provider for the City of Huron since 2018. After review and consultation with Gallagher & Associates, the Administration selected to continue the program through 2024 with no increase in vision insurance premiums. This program maintains the same level of coverage that employees had in 2022. Resolution No. 88-2022 seeks Council's ratification of an Agreement with VSP locking in these rates for 2023 and 2024.

Financial Review

The City's healthcare fund (fund 703) will continue to support the dental and vision premiums for eligible full-time employees. The City's historical annual cost for these plans are as follows:

Dental

- 2020 = \$39,120
- 2021 = \$41,659
- 2022 (estimated) = \$42,000

Vision

- 2020 = \$11,614
- 2021 = \$13,264
- 2022 (estimated) = \$14,000

Legal Review

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

Recommendation

If Council is in agreement with the request, motions adopting Resolution Nos. 87-2022 and 88-2022 are in order.

[Resolution No. 87-2022 TruAssure Dental Renewal.doc](#)

[Resolution No. 87-2022 Exhibit A TruAssure Dental Agreement.pdf](#)

RESOLUTION NO. 87-2022

Introduced by Mark Claus

A RESOLUTION RATIFYING THE CITY MANAGER'S ACCEPTANCE OF THE PROPOSAL AND ENTERING INTO AN AGREEMENT WITH TRUASSURE INSURANCE COMPANY FOR THE PROVISION OF 2023 DENTAL INSURANCE COVERAGE

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

SECTION 1. That the City Manager acceptance of the proposal and entering into an agreement with TruAssure Insurance Company for the provision of 2023 dental insurance coverage are hereby ratified, 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 the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3. That this Resolution shall go into effect and be in full force and effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



Dental Benefits Renewal

PRESENTED TO

City of Huron

Effective Date
January 1, 2023

Renewal letter	2
Current plan design	3
Proposed renewal	4
Underwriting considerations	4
Renewal acceptance	5

Proposal Date
September 12, 2022

Linda Remington

Account Manager

630-718-4781

lremington@truassure.com

TruAssure

Insurance Company
111 Shuman Boulevard
Naperville, Illinois 60563

truassure.com

Your TruAssure Dental Plan Renewal

Renewal Package for City of Huron

Enclosed is TruAssure's renewal package for City of Huron, TAIC Group #20092. It includes your renewal rates and underwriting assumptions.

I welcome the opportunity to review this information with you. If you have questions or would like to discuss your renewal, please contact me.

If you have no questions once you have reviewed this renewal package, please sign and return the signature page to us. If we do not receive this notification from you at least 30 days prior to your renewal date, we will assume you agree to the proposed rates and renew your current dental plan with the rates included in this renewal package.

Non-Benefit Eligible Employees

At TruAssure, we strive to help your employees keep their teeth as healthy as possible. Good oral health is a vital part of overall well-being. For non-benefit eligible employees, TruAssure offers dental plans for individuals and their families. Please see the enclosed brochure or visit www.truassure.com for more details on our individual product offerings.

Reminder For Your Employees

Employees can view their benefit information online through the Member Portal at truassure.com.

TruAssure offers our members access to one of the largest dental networks nationwide through the DenteMax Plus dental network, which includes participating dentists from the DenteMax, United Concordia and Connection dental networks. With more than 360,000 dentist locations nationwide, we make it easy for members to find a network dentist. On average, members can save 20 to 40 percent on dental treatment with a network dentist.

Oral Health is Important to Overall Health

Visit truassureblog.com/library to find oral health resources that can answer your oral health questions and offer information to help ensure a lifetime of healthy smiles.

Thank you for choosing TruAssure Insurance Company for your dental benefit needs. The TruAssure team truly values your business and hopes to provide your employees with dental benefits for many years to come. We are dedicated to providing your employees with the coverage they need to maintain good oral health, and we are committed to delivering excellent customer service and a hassle-free experience.

Current Plan Design Summary for City of Huron

20092	In-Network	Out-of-Network
Annual Maximum Limit	\$1,000	\$1,000
Individual Deductible	\$25	\$25
Family Deductible	\$75	\$75
<u>Preventive Services (Coverage A)</u> Exams (three per benefit year) Emergency exams Cleanings (three per benefit year) Bitewing x-rays Full-mouth x-rays Fluoride treatment Space maintainers Sealants	Plan Pays 100% (Deductible does not apply)	Plan Pays 100% (Deductible does not apply)
<u>Basic Services (Coverage B)</u> Palliative treatment Fillings (posterior composites covered) Oral surgery - Simple extractions Oral surgery - Surgical extractions Oral surgery - All other General Anesthesia Periodontics (Gum disease treatment) Endodontics (Root canals)	Plan Pays 80% (Deductible applies)	Plan Pays 80% (Deductible applies)
<u>Major Services (Coverage C)</u> Denture relines and rebases; adjustments Repairs to dentures, crowns and bridges Crowns, onlays, post and core Complete and partial dentures Fixed bridge work Implants	Plan Pays 50% (Deductible applies)	Plan Pays 50% (Deductible applies)
<u>Orthodontics (Coverage D)</u> Dependent children eligible to age 26 Full-time students eligible to age 26 Adults are eligible for coverage	Plan Pays 50% (Deductible does not apply)	Plan Pays 50% (Deductible does not apply)
Orthodontics Lifetime Maximum	\$1,500	\$1,500

Your TruAssure group dental plan is offered in association with the DenteMax Plus dental network arrangement, which includes participating dentists from the DenteMax, United Concordia and Connection dental networks. DenteMax Plus dentists accept new patients. In-network services are paid off the PPO fee schedule. Out-of-network services are based on the 90th R&C percentile of reasonable and customary fees (90th R&C).

The information on this sheet is a brief summary of your dental plan and the services it covers. There are some limitations on the expenses for which your dental plan pays. If you have specific questions regarding benefit coverage, limitations, exclusions, or non-covered services, please refer to your certificate of coverage/dental benefit booklet or contact TruAssure.

Proposed Renewal Rates

City of Huron -- Renewal Plan 1

Current Employment		Current Rates	12 Month Renewal Rate	Increase
EE:	20	\$27.32	\$27.32	0.0%
EE+S	2	\$57.26	\$57.26	0.0%
EE+C	10	\$74.23	\$74.23	0.0%
FAM:	17	\$113.51	\$113.51	0.0%
Annual Expense:		\$39,994.68	\$39,994.68	0.0%

Underwriting Considerations

Census Data

Total Current Enrollment Counts

Single 20

Family 29 During the current experience period, City of Huron averaged 48

Total 49 enrollees.

Guarantee Terms

Policies and Claim Settlement Practices

All TruAssure standard processing policies, limitations and exclusions apply.

TruAssure reserves the right to recalculate rates in the event of any of the following:

Change in effective date.

The number of eligible or enrolled employees changes by more than 10% from that identified in this quote.

The number of enrolled employees falls below the required 5 to maintain individually underwritten status.

New or changes to legislation or regulations that affect the benefits payable, eligibility or contractual provisions.

Broker Compensation

Proposed rates include the following broker commissions:

Fully Insured PPO: 10.0%

UW/AS
GM/22.9

Renewal Acceptance

If we do not receive notification from you at least 30 days prior to your renewal date, we will assume you agree to the proposed rates and renew your current dental benefit plan with the above noted 12 month renewal rates.

1. The proposed renewal rates will be in effect for the following time period:
1/1/2023 through 12/31/2023
2. All of our standard processing policies, limitations and exclusions apply.
3. Please acknowledge your acceptance of these terms and rates by signing below and returning this page. You can fax or email a copy of this letter to:

Linda Remington
TruAssure
111 Shuman Boulevard
Naperville, IL 60563
Phone: 630-718-4781
Fax: 630-718-4781
lremington@truassure.com

Agreed and accepted:
City of Huron - TAIC Group #20092 -- Plan 1

By:  _____

Date: 9/19/22

Title: City Manager

RESOLUTION NO. 88-2022

Introduced by Mark Claus

A RESOLUTION RATIFYING THE CITY MANAGER'S ACCEPTANCE OF THE PROPOSAL AND ENTERING INTO A 2-YEAR AGREEMENT WITH VSP VISION CARE FOR THE PROVISION OF 2023/2024 VISION INSURANCE COVERAGE

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

SECTION 1. That the City Manager's acceptance of the proposal and entering into a 2-year agreement with VSP Vision Care for the provision of 2023/2024 vision insurance coverage is hereby ratified, which agreement is attached hereto as Exhibit "A" and made a part hereof.

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

SECTION 3. That this Resolution shall go into effect and be in full force and effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



September 1, 2022

BROKER COPY

MATT LASKO
CITY OF HURON
417 MAIN ST
HURON, OH 44839-1652

DEAR MATT LASKO:

Thank you for choosing VSP® Vision Care — and for your continued business. Putting your employees first and guaranteeing their satisfaction is easy, when we have partners like you.

As the only national not-for-profit vision company, we're committed to giving your employees:

- **Lowest employee out-of-pocket costs** — employees' #1 priority in a vision plan.
- **Exclusive Member Extras.** offers you won't find anywhere else — only VSP members can save more than \$2,500 on vision, hearing, medical, and lifestyle services.
- **World class service** — the highest customer satisfaction in the industry, 15 years in a row.

Your VSP plan automatically renews on **January 1, 2023** and **no action is required** to continue to receive consumers' #1 choice in vision care.

Group Name/Number:	CITY OF HURON / 12064530
Renewal Period:	January 1, 2023 - December 31, 2024
Current Plan Frequency:	12 / 12 / 24
Current Copay:	\$20 Total
Current Allowance:	\$130.00 Retail Frame / \$130.00 Elective Contact Lenses
Current Rates:	\$12.40 / 28.07
Renewal Rates:	\$12.40 / 28.07

Rates include all applicable taxes and health assessment fees known as of the date of your renewal.

Enhanced Offering

Have you considered **upgrading your Plan Frequency** or **increasing your Retail Frame Allowance** to maximize the lowest out-of-pocket for your employees? We recommend these enhancements when you renew your current plan to deliver greater value:

Plan Frequency:	12 / 12 / 12
Copay:	\$20 Total
Allowance:	\$150.00 Retail Frame / \$130.00 Elective Contact Lenses
Renewal Rates:	\$14.33 / 32.42

Updating your plan is simple! Give me a call to enhance your benefits or to lower your premium and keep delivering the lowest out-of-pocket costs.

Thank you,

Victoria McLallen (800) 216-6248

cc: ZACHARY LAURER
GALLAGHER BENEFIT SERVICES, IN
1111 SUPERIOR AVE E STE E
CLEVELAND, OH 44114-2522

CMI CS Team



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 89-2022 (*presented by Stuart Hamilton*)
DATE: October 11, 2022

Subject Matter/Background

In the beginning of September 2022 the city advertised for bids for the Sawmill Parkway Reconstruction Project, with Engineers estimates of \$3,074,654.00 for Part A and \$203,616.40 for Part B. This project is designed to remove the concrete pavement, repair the base, stormwater and culvert work, water main relocations as needed and then the installation of a new concrete surface. The Part B will install some electrical components for Huron Public Power that are contained within the congested ROW. On September 26th, these bids closed and the results are below:

Bidder	Part A	Part B	Total A & B
1. Smith Paving & Excavating, Inc.	\$2,688,402.45	\$186,047.00	\$2,874,449.45
2. D L Smith Concrete, LLC	\$2,868,818.30	\$201,900.00	\$3,070,718.30
3. Tri Mor Corporation	\$2,991,756.00	\$330,960.00	\$3,322,716.00
4. Perk Company, Inc.	\$3,307,628.70	\$325,095.00	\$3,632,723.70
5. Fabrizi Trucking & Paving Co., Inc.	\$3,756,906.50	\$205,000.00	\$3,961,906.50

Based on the above bid tabulation, and review of all bid documents, OHM recommended to the city that Smith Paving & Excavating, Inc be awarded the contract.

As a reminder, we have secured funding in the following amounts toward this project.

EDA -\$2,000,153.00
Jobs Ohio \$959,654.00
OPWC \$412,400.00
ODOT \$250,000.00

Financial Review

The recommended winning bidder for construction was lower than initially budget. The City will not need to seek additional local dollars at this time for this project. The grants awarded to the City will cover the construction costs. The Capital Improvement Fund (Fund 401) will account for payments to the contractor and subsequent reimbursement from the EDA.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 89-2022 is in order.

17125_HUR_Sawmill Parkway_Recommend_to_Award_FINAL.pdf
Resolution No. 89-2022 Sawmill Pkwy Reconstruction Bid Award.doc



September 30, 2022

City of Huron
Stuart Hamilton, Service Director
417 Main Street
Huron, OH 44839

Sawmill Parkway Reconstruction
City of Huron
Recommendation to Award Contract

We hereby request that Council legislation be prepared to authorize the award of the above-referenced project based upon the bid review, summary, and recommendation contained in this letter.

Engineer's Estimate

- The Engineer's Official Estimate of Probable Cost for Part A is \$3,074,654.00.
- The Engineer's Official Estimate of Probable Cost for Part B is \$203,616.40.

Bids Received

- The Engineer (OHM Advisors) has reviewed all bids and hereby provides the following list of Bidders and bid prices:

Bidder	Part A	Part B	Total A & B
1. Smith Paving & Excavating, Inc.*	\$2,688,402.45	\$186,047.00	\$2,874,449.45
2. D L Smith Concrete, LLC**	\$2,868,818.30	\$201,900.00	\$3,070,718.30
3. Tri Mor Corporation***	\$2,991,756.00	\$330,960.00	\$3,322,716.00
4. Perk Company, Inc.	\$3,307,628.70	\$325,095.00	\$3,632,723.70
5. Fabrizi Trucking & Paving Co., Inc.	\$3,756,906.50	\$205,000.00	\$3,961,906.50

Review Notes

*Smith Paving & Excavating, Inc. on page 64 the "Bid Certification" page did not list the "Total Bid Amount" for Part A Bid or for Part B Bid. They have also indicated on page 64 the "Earliest Start Date of 11/17/22, which is earlier than the "Project Start Date" of December 5th listed on page 17.

**D L Smith Concrete, LLC indicated on page 64 the "Earliest Start Date" at notice to proceed.

***Tri Mor Corporation indicated on page 64 the "Earliest Start Date of March 1, 2023, which is later than the "Project Start Date" of December 5th listed on page 17.

Recommendation Summary

- Upon review of references, equipment, materials, suppliers, subcontractors, and all documents submitted as required by the bid documents, and as a result of the pre-award meetings discussions, the Engineer hereby recommends the award of the contract to the following lowest and best bidder:

✓ \$2,874,449.45 (Parts A & B) Smith Paving & Excavating, Inc.



Economic Development Administration (EDA) Approval

A portion of the Part A project funds has been granted by the EDA, who requires a bid opening review prior to award. The Engineer has submitted the required EDA Bid Opening Checklist and supporting documentation to the EDA for review and authorization to award. The project award shall be executed only after receipt of the EDA authorization to award.

Should you have any questions or require additional documentation, please let me know.

Sincerely,
OHM Advisors

A handwritten signature in black ink, appearing to read 'CML', is positioned above the printed name of the signatory.

Chad M. Lewis, PE
Project Manager

RESOLUTION NO. 89-2022

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND ENTER INTO AN AGREEMENT WITH SMITH PAVING AND EXCAVATING INC. FOR LABOR AND MATERIALS RELATED TO THE SAWMILL PARKWAY RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED TWO MILLION EIGHT HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED FORTY-NINE AND 45/100 DOLLARS (\$2,874,449.45)

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

SECTION 1. That the City having advertised for bids in connection with the Sawmill Parkway Reconstruction Project, this Council finds Smith Paving and Excavating Inc. to be the lowest and best bidder for such work. Therefore, the City Manager shall be, and he hereby is, authorized and directed to award the bid and enter into an agreement with the said Smith Paving and Excavating Inc. for undertaking the work called for in the Sawmill Parkway Reconstruction Project bid package, in an amount not to exceed Two Million Eight Hundred Seventy-Four Thousand Four Hundred Forty-Nine and 45/100 Dollars (\$2,874,449.45), which agreement shall be substantially in the form of the Sawmill Parkway Reconstruction Project Contract on file in the office of the Clerk of Council.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 90-2022 *(submitted by Stuart Hamilton)*
DATE: October 11, 2022

Subject Matter/Background

AEG requested support in this project to expedite installation and provide this exciting new service to our Residents as quickly as possible. the city agreed to this use as we see a direct benefit for our Residents. AEG will pay a lump sum of \$5,500 for use between October 2022, and March of 2023, and will return the area to its original condition prior to vacating.

Financial Review

The fee will be deposited into the City' General Fund as the City's cost to manage the agreement will be done by the administration.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 90-2022 is in order.

[Resolution No. 90-2022 AEG License Agreement.docx](#)

[Resolution No. 90-2022 Exhibit A AEG License Agreement.docx](#)

RESOLUTION NO. 90-2022

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER’S EXECUTION OF A LICENSE AGREEMENT AUTHORIZING ATLANTIC ENGINEERING GROUP, LLC TO USE THE WATER TREATMENT PLANT SITE TO TEMPORARILY STORE FIBER INSTALLATION MATERIALS.

WHEREAS, Atlantic Engineering Group, LLC (“Licensee”) has requested the opportunity to temporarily store fiber installation materials at the Huron Water Treatment Plant (“HWTP”) site in the City of Huron, Erie County, Ohio; and

WHEREAS, the City desires to authorize Licensee to use the HWTP site, as more fully described as the License Area in the License Agreement, to temporarily store fiber installation materials.

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

SECTION 1. That the City Manager is authorized to execute a license agreement with Atlantic Engineering Group, LLC according to terms substantially similar to the License Agreement attached hereto as “Exhibit A.”

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

LICENSE AGREEMENT

This License Agreement (“Agreement”), made by between the CITY OF HURON, OHIO (“City”), and Atlantic Engineering Group, LLC. (“Licensee”) (with City and Licensee being individually referred to herein as “Party” and collectively referred to herein as “Parties”), is to EVIDENCE THAT:

WHEREAS, Licensee has requested the opportunity to stage fiber installation materials at our water treatment plant;

WHEREAS, the Goods will be temporarily held by Licensee on City property on an area depicted on Exhibit A (attached to an incorporated herein by reference)(the “License Area”), and, therefore, it is necessary for the City to grant a revocable license to Licensee to temporarily use the License Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is duly acknowledged by the parties, the parties here to agree as follows:

1. The City hereby grants a license to Licensee to temporarily use the License Area as set forth and described on Exhibit A, approximately 3,000 square feet of outdoor space, for use from October 1, 2022 (the Effective Date”) until March 31, 2023 (the “Deadline”) for a flat, one-time lump-sum rental fee of \$5,500.00. The fee shall be paid to the City on or before October 15, 2022). In the event Licensee he has not removed the Goods from the License Area on or before the Deadline, Licensee shall be obligated to pay the City the sum of \$550.00 daily for each and every day that the Goods remain on the License Area. The License Area depicted on Exhibit A shall exclude any other City-owned property not referenced thereon.

2. The City shall have the unilateral and voluntary option to revoke, terminate or modify this License on ten (10) days’ notice in the event that the License Area becomes unavailable for use by Licensee as provided for by this Agreement or in the event of Licensee’s breach of this Agreement.

3. Licensee will obtain, in advance of the mooring at Licensee’s sole cost and expense, and provide proof of same to City as may be requested:

- (a) all necessary security-related services as determined necessary by Licensee, and the City shall not be obligated to provide any additional security beyond ordinary police and fire protection available to all citizens of the City;
- (b) all necessary site preparation, stabilization, and staging protections to ensure the License Area is safe, suitable, and stable for use as a staging/temporary storage area for the Goods and necessary transportation equipment, which License Area maybe inspected by the City Engineer prior to delivery of the Goods to ensure compliance with this Agreement, and the City Engineer may require additional materials be added to some or all of the License Area to ensure a stable staging environment with a suitable depth of stone or aggregate as directed by the City Engineer to withstand the weight of the Goods and transportation equipment;

- (c) any and all permits necessary or required by the Federal, State (including but not limited to the Ohio Department of Natural Resources), City, and all other local authorities and any and all related agencies requiring such permitting; and
- (d) The Certificate of Insurance referenced in Section 7, below.

4. Licensee will ensure all transportation equipment for the Goods utilize ingress and egress pathways as designated by the City.

5. Other than providing access to the License Area pursuant to this Agreement, the City shall be under no obligation whatsoever to provide any assistance, services, or materials to Licensee for any of Licensee's activities arising or contemplated by this Agreement. The City shall render a detailed cost statement for any and all assistance, services, or materials that the City determines is necessary to accommodate Licensee's use of the License Area. Without waiving the requirements of Licenses to comply with its obligations hereunder, including but not limited to Section 3(b) hereof, items which shall be provided and billed when and where required (as determined by the City) include, but are not limited to:

- (a) The cost of materials to further improve and/or stabilize the Licensee Area (i.e., gravel, stone, etc.);
- (b) The cost of City personnel to inspect and monitor the License Area from the Effective Date to the Deadline;
- (c) the cost of safety and health-related forces if utilized.
- (d) cost to repair, replace and/or remediate the License Area and adjacent and contiguous City property in the event of any damage or environmental contamination of same regardless of cause; and
- (e) and all other cost, fines, fees, penalties, and charges incurred by the City as a direct result of Licensee's use of the License Area and adjacent and contiguous City property and for Licensee's breach of its obligations in this Agreement.

6. The Licensee agrees, at its sole cost and expense, to have the entire License Area cleaned and restored to the condition it was in as of the Effective Date not late than seven (7) business days after the Deadline, including removal of all site preparation and site stabilization materials.

7. The Licensee shall defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, damages, demands, expenses, fees, fines, liabilities, losses, penalties, judgments, and suits for bodily injury, death and all property damage (including but not limited to environmental contamination as a result of Licensee's acts or omissions or those of its contractors) asserted by the City and/or any third parties, including but not limited to actions or causes of actions arising from acts, omissions, or reckless or wanton conduct directly or indirectly relating to any and all of Licensee and Licensee's contractors' activities relating to this Agreement, with such indemnification including all costs of defense, including reasonable attorneys and expert witness fees. Licensee shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Six Million Dollars (\$6,000,000.00) in the aggregate (including excess liability coverage); Two Million Dollars (\$1,000,000.00) for Property Damage, which policies shall name the City as an additional insured by endorsement, and shall provide a copy of the relevant Certificate of Insurance on or before the Effective Date. **Notwithstanding any contrary provision of this Agreement, the City's receipt**

of a valid and accurate Certificate of Insurance is an express condition precedent to the City permitting use of the License Area.

8. Licensee shall furnish City with evidence that the required insurance referenced in Section 7 has been obtained on or before the Effective Date. But for the inclusion of this Section 8, City would not have entered into this Agreement.

9. Licensee shall ensure all contractors providing transportation services maintain liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; Fifty Thousand Dollars (\$50,000.00) Property Damage, which policies shall name the City as an additional insured and loss payee by endorsement and relevant Certificates of Insurance shall be provided to Licensee on or before the Effective Date.

IN WITNESS WHEREOF, the Parties have set their hands to his Agreement as of the date(s) set forth below.

CITY OF HURON, OHIO

ATLANTIC ENGINEERING GROUP, LLC

By:_____

By:_____

Matthew Lasko, City Manager

Printed Name:_____

Title:_____

Date:_____

Date:_____

Approved as to form:

Todd A. Schrader, Law Director, City of Huron

EXHIBIT A – DESCRIPTION/SCHEMATIC OF LICENSE AREA





TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 91-2022 (*submitted by Stuart Hamilton*)
DATE: October 11, 2022

Subject Matter/Background

As the city continues to update their IT infrastructure to a more reliable and redundant offering, this purchase builds the backbone for all IT operations. Our current hardware is not of a class that can be relied upon or that can handle the processing capacity needed to move daily operation in to a virtual environment that offers automated redundancy, ease of back up and recovery and flexibility needed as we keep moving forward. This purchase will provide three virtual hosts, and a central storage array. What does this mean? A virtual host is a single hardware server that comes installed with a hypervisor, or a virtualization engine, that allows us to run multiple virtual servers on the single piece of hardware. Gone are the days when we had to keep buying physical server after physical server. The shared storage, or storage array, allows us to move these virtual servers around seamlessly and unknown to the end user, in the event of outages or maintenance. The fourth server is to write backups to. This server will be immutable, which helps in the never ending fight against ransomware. This technology allows us to write a backup that can never be changed, thus giving us an added layer of protection.

Financial Review

The purchase was made under state contract, an allowable method under the City's purchasing ordinance without competitive bidding. The project will be paid out of the Capital Equipment Fund and IT Fund since the project impacts all City departments.

Legal Review

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

Recommendation

The Council should consider a motion adopting Resolution No. 91-2022 is in order.

[Resolution No. 91-2022 Computers at Work! Inc Proposal.doc](#)

[Resolution No. 91-2022 Exhibit A Computers at Work!, Inc Proposal.pdf](#)

RESOLUTION NO. 91-2022

Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH COMPUTERS THAT WORK!, INC., DBA VTECHIO, FOR THE PURCHASE OF TWO (2) COMPUTER SERVERS AND ONE (1) STORAGE ARRAY IN AN AMOUNT NOT TO EXCEED SEVENTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY-NINE AND 32/100 DOLLARS (\$77,839.32)

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

SECTION 1. The Huron City Council authorizes the City Manager to accept the proposal and enter into an Agreement with Computers that Work!, Inc., dba vTECHio, to purchase two computer servers (one (1) PowerEdge R550 Server, and one (1) PowerEdge R650 Server) and one (1) Dell ME5024 Storage Array in an amount not to exceed Seventy-Seven Thousand Eight Hundred Thirty-Nine and 32/100 Dollars (\$77,839.32). A copy of the Proposal is attached hereto and made a part hereof.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



EIN: 31-1758837

2338 Immokalee Rd. #151

Naples, FL 34110

Phone: (239) 514-2888

Fax: (239) 236-2232

www.vTECHio.com

PROPOSAL

CAWQ25350

Quoted: Sep 23, 2022

Expires: Oct 23, 2022

Prepared For:	Ship To:	Presented By:
City of Huron Stuart Hamilton 417 Main Street Huron, OH 44839 United States Phone (419) 433-5000 Email stuart.hamilton@huronohio.us	City of Huron Stuart Hamilton 417 Main Street Huron, OH 44839 United States	Jon Vandertill jon.vandertill@vTECHio.com (440) 715-3591 To accept this proposal, sign here and return: _____ Date: _____ Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.

Terms: Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	Dell ME5024 Storage Array	210-BBOO	\$34,383.59	1	\$34,383.59
	25Gb iSCSI 8 Port Dual Controller	403-BCPG			
	Rack Rails 2U	770-BECR			
	ME Series 2U Bezel	325-BDDO			
	Power Supply, 580W, Redundant, WW	450-AHSQ			
	Dell EMC ME5024 Shipping	340-CWRP			
	Dell Hardware Limited Warranty	871-8034			
	ProSupport Mission Critical 4-Hour 7X24 Onsite Service with Emergency Dispatch 3 Years	871-8040			
	ProSupport Mission Critical 7X24 Technical Support and Assistance 3 Years	871-8041			
	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439			
	Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 2 Meter	470-ACET		6	
	Hard Drive Filler 2.5in, single blank	400-AEPR		12	
	1.92TB SSD SAS ISE Read Intensive 12Gbps 512 2.5in Hot-plug AG Drive	400-AXPB		12	
	Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15	450-AAME			
	Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15	450-AAME			
2	PowerEdge R550 Server	210-AZEG	\$8,313.49	1	\$8,313.49
	3.5 Chassis	379-BDSZ			
	SAS/SATA Backplane	379-BDSS			
	Trusted Platform Module 2.0 V3	461-AAIG			
	8x3.5" SAS/SATA, 1 CPU	321-BGSH			
	Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666	338-CBWI			
	No Additional Processor	374-BBBX			
	Standard Heatsink	412-AAVU			
	CPU Blank	412-AAXL			

Line #	Description	Product #	Unit Price	Qty	Ext. Price
	Performance Optimized	370-AAIP			
	3200MT/s RDIMMs	370-AEVR			
	RAID 5	780-BCDP			
	PERC H755 SAS Front	405-AAZB			
	Front PERC Mechanical Parts, front load	750-ACFR			
	Power Saving Dell Active Power Controller	750-AABF			
	UEFI BIOS Boot Mode with GPT Partition	800-BBDM			
	Standard Fan Cold Swap 2U,V2 x5	750-ADIN			
	Dual, Hot-plug, PSU (1+1), 800, Mixed Mode, NAF	450-AIQX			
	1 CPU, 1x16 LP+ 1x8(x4 link) LP	330-BBWI			
	PowerEdge R550 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BGIB			
	iDRAC9, Enterprise 15G	385-BBQV			
	Broadcom 5720 Quad Port 1GbE BASE-T Adapter, OCP NIC 3.0	540-BCOB			
	PowerEdge 2U LCD Bezel	325-BEBV			
	Dell EMC Luggage Tag R550	350-BCFM			
	BOSS-S2 controller card + with 2 M.2 240GB (RAID 1)	403-BCMG			
	BOSS S2 cables and Bracket for R750xs	403-BCNU			
	Quick Sync 2 (At-the-box mgmt)	350-BCEQ			
	iDRAC,Factory Generated Password	379-BCSF			
	iDRAC Group Manager, Disabled	379-BCQY			
	Ubuntu Server Non Factory Install, x64,Reqs Subscription Selection	634-BOTO			
	No Media Required	605-BBFN			
	Ubuntu Support by Dell, 1yr Premium Sub, 1 Physical with Unlimited VMs	528-BBVD			
	Cable Management Arm, 2U	770-BDRQ			
	ReadyRails Sliding Rails Without Cable Management Arm	770-BECC			
	No Internal Optical Drive	429-AAIQ			
	No Systems Documentation, No OpenManage DVD Kit	631-AACK			
	PowerEdge R550 Shipping	340-CVKM			
	PowerEdge R550 Shipping Material	343-BBRT			
	PowerEdge 2U CE, CCC, Marking	389-DYMQ			
	Dell/EMC label (BIS) for 3.5" Chassis	389-DYMS			
	Dell Hardware Limited Warranty Plus Onsite Service	859-4568			
	ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years	859-4578			
	ProSupport 7x24 Technical Support and Assistance 3 Years	859-4598			
	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439			
	8GB RDIMM, 3200MT/s, Single Rank	370-AEVO			
	4TB NLSAS ISE 12Gbps 7.2K 512n 3.5in Hard Drive	400-BLLN		4	
	Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV		2	
	Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Low Profile	540-BBVJ			
3	PowerEdge R650 Server	210-AYJZ	\$11,714.08	3	\$35,142.24
	8x2.5 Front Storage	379-BEIC			
	SAS/SATA Backplane	379-BDSS			
	No Rear Storage	379-BDTE			
	Trusted Platform Module 2.0 V3	461-AAIG			

Line #	Description	Product #	Unit Price	Qty	Ext. Price
	2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 3 PCIe Slots, 2 CPU	321-BGHH			
	Intel Xeon Gold 5315Y 3.2G, 8C/16T, 11.2GT/s, 12M Cache, Turbo, HT (140W) DDR4-2933	338-CBWM			
	Intel Xeon Gold 5315Y 3.2G, 8C/16T, 11.2GT/s, 12M Cache, Turbo, HT (140W) DDR4-2933	338-CBWM			
	Additional Processor Selected	379-BDCO			
	Heatsink for 2 CPU configuration (CPU less than or equal to 165W)	412-AAVP			
	Performance Optimized	370-AAIP			
	3200MT/s RDIMMs	370-AEVR			
	Unconfigured RAID	780-BCDS			
	PERC H755 SAS Front	405-AAZB			
	Front PERC Mechanical Parts, front load	750-ACFR			
	Power Saving Dell Active Power Controller	750-AABF			
	UEFI BIOS Boot Mode with GPT Partition	800-BBDM			
	4 Standard Fans for 2 CPU	750-ADII			
	Dual, Hot-plug, PSU (1+1), 800, Mixed Mode, NAF	450-AIQX			
	Riser Config 0, 2CPU, Half Length, Low Profile, 3 x16 Slots, SW GPU Capable	330-BBRP			
	PowerEdge R650 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BFGW			
	iDRAC9, Enterprise 15G	385-BBQV			
	Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0	540-BCOC			
	LCD Bezel	325-BECJ			
	Luggage Tray x8 and x10 Chassis, R650	350-BCEI			
	BOSS-S2 controller card + with 2 M.2 240GB (RAID 1)	403-BCMG			
	BOSS Cables and Bracket for R650	403-BCNP			
	Quick Sync 2 (At-the-box mgmt)	350-BBXN			
	iDRAC,Factory Generated Password	379-BCSF			
	iDRAC Group Manager, Disabled	379-BCQY			
	VMware ESXi 7.0 U3 Embedded Image (License Not Included)	634-BWZG			
	No Media Required	605-BBFN			
	Cable Management Arm	770-BDMT			
	ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar	770-BECD			
	No Systems Documentation, No OpenManage DVD Kit	631-AACK			
	PowerEdge R650 Shipping	340-CUQR			
	R650 Ship 8x2.5	340-CUQO			
	PowerEdge R650 Non BIS Marking	389-DYHZ			
	PowerEdge R650 CE, CCC, Marking	389-DYIB			
	Custom Configuration	817-BBBB			
	Dell Hardware Limited Warranty Plus Onsite Service	853-2137			
	ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years	853-2147			
	ProSupport 7x24 Technical Support and Assistance 3 Years	853-2167			
	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439			
	32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8	370-AGDS		8	
	480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	400-AXTV			
	Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV		2	

Line #	Description	Product #	Unit Price	Qty	Ext. Price
	Broadcom 5719 Quad Port 1GbE BASE-T Adapter, PCIe Low Profile	540-BBDF			
	Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Low Profile	540-BBVJ			
4	Installation done by vTECH io Engineer	Professional Services		1	
	Computers at Work, Inc. DBA vTech is an authorized Contract Reseller for the Ohio State Term Schedule for Computers, Software, Supplies & Services, Schedule No. 534109, Index No. STS-033, Dealer ID 534109-38 Vendor: Dell Marketing, L.P. The Contract code for Ohio STS transactions is 30AHH				

Recurring :

Your investment in addition to the Grand Total:

\$0.00 *Billed Monthly*
\$0.00 *Billed Quarterly*
\$0.00 *Billed Annually*



www.vTECHio.com

Totals :

Subtotal	\$77,839.32
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$77,839.32

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.



TO: Mayor Tapp and City Council
FROM: Erik Engle
RE: Resolution No. 92-2022 (*submitted by Erik Engle*)
DATE: October 11, 2022

Subject Matter/Background

City staff plans to resubmit a pre-proposal for the Coastal Management Assistant Grant program on October 14, 2022. ODNR will determine if a final submittal of the Public Works Beach Trail project is recommended by November 4, 2022. The project is relatively simple in scope, which includes, but is not limited to, a 10'-0" wide multi-use trail approximately 0.2 miles in length and an 8'-0" high security fence. As an aging community dedicated to equity in mobility, this proposal integrates ADA specifications to allow all community members to successfully access and maximize usage of this seemingly hidden public beach amenity. The final submittal, determined by ODNR's recommendation, is due Monday, December 18, 2022.

Financial Review

The composition and source of match funding will be pulled from the City of Huron's Capital Improvements (25%) and General (25%) Funds should the project be awarded grant funding. More specifically as outlined in the Vision 2020 Action Plan, funding sources include philanthropic donations, Rec District Capital, City GO Debt Issuance, and the Park Levy.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Resolution 92-2022 is in order.

[Resolution No. 92-2022 CMAG Appl Publ Wks Beach Trail.doc](#)
[Resolution No. 92-2022 and 93-2022 Exhibit A.pdf](#)

RESOLUTION NO. 92-2022

Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES TO PARTICIPATE IN THE COASTAL MANAGEMENT ASSISTANCE GRANT PROGRAM RELATED TO THE PUBLIC WORKS BEACH TRAIL PROJECT.

WHEREAS, the Ohio Department of Natural Resources – Coastal Management Assistance Grant Program will award funds for projects between \$300,000 to \$500,000 for eligible entities for water quality improvement, coastal planning, education programs, land acquisition, research, public access, habitat restoration and other purposes; and

WHEREAS, a minimum 1:1 non-federal match is required, and other federal funds cannot be used for match. Therefore, applications should request \$50,000 to \$150,000 in federal funds; and

WHEREAS, the Public Works Beach Trail proposes construction of a multi-use trail from Cleveland Road West at Waterworks Drive to the public works beach area located behind the services complex (PPN 42-64002.000).

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 Natural Resources – Coastal Management Assistant Grant Fund for funds as described above, substantially in the form of the grant application attached hereto as Exhibit A.

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

Monty Tapp, Mayor

Attest: _____
Clerk of Council

Adopted: _____

PROJECT APPLICATION SUMMARY SHEET

1. Project Title: (Limit 55 characters)

2. Project Category: (Select one)

3. Project Type: (Select one)

4. Applicant Entity and Address

Entity:

Address 1:

Address 2:

City:

State:

9-digit ZIP:

5. Project Duration (in months):

Project Completion Date:

6. Primary County where project is located:

7. Other Counties where project is located: (if none, enter n/a)

8. Project Manager:

Title:

Phone:

E-mail:

For the primary project location:

10. US Congressional District #:

11. State Senate District #:

12. State House District #:

13. Registered in System for
Award Management
(SAM)?

Yes

No

9. Fiscal Manager:

Title:

Phone:

email:

14. UEI#: (12 digits)

15. Total Project Cost: \$ = 100 %

16. OCMP Share (Grant): \$ = ____ %

17. Applicant Share (Match): \$ = ____ %

18. Remit To Address:

Entity:

Address 1:

Address 2:

City:

State:

Zip:

'Remit To' should be filled in if different from the Applicant Entity Address (Section 4). This is the address that will be used when sending reimbursement payments; please make sure this is correct.

19. Name and Title of Authorizing Official*:

Name:

Title:

Phone:

Email:

*"I have read and accept the terms of the Ohio Coastal Management Assistance Grant FY 2024 Full Application Guidance document."

(Must be a signatory with the authority to commit the applicant organization and also to certify the veracity of all information submitted, including supplemental forms.)

Deadline for receipt of this application is 11:59p.m., Sunday, December 18, 2022.

Please limit responses in following sections to the space provided.



1. Project Description

a. Describe the project for which funding is requested. Include relevant background information.

b. List in **concise bullets** the **specific deliverables** that will result from these grant funds. Please only describe deliverables tied directly to these funds (i.e., not results from a larger project or effort).



c. Identify the partners who will be involved in the proposed project. Provide brief details of their roles.

2. Impact on Coastal Resources:

a. List one to three concise ***bullets*** that specify the anticipated benefits to public access, water quality, habitat, or other coastal resources that will result from this specific project.



b. Describe how this project will address a goal or objective of any local, state, regional, or national plans focused on natural resource protection, water quality, habitat, recreation, transportation, or related topics.

c. Describe the extent to which the project leverages other technical or financial resources.



d. Describe the anticipated measurable results that will result from this project (use specific numbers).

3. Methodology and Timetable:

a. List the main project tasks/steps that will be taken to accomplish each work product/deliverable listed in Section 1b along with estimated completion date (month/year) of each task.



b. Describe how the project will include public participation and how the final work product(s)/ deliverable(s) will be distributed.

4. Match Description: Describe the composition and source of the nonfederal matching funds that will be provided for this project.

5. Project Coordinates:

If your project is site-specific, include the latitude and longitude coordinates of the site entrance location.

If your project is not site-specific, provide the coordinates for the applicant office location.

These coordinates can be obtained from web-based mapping services such as Google Maps or Bing Maps.

Example:

ODNR Office of Coastal Management
2514 Cleveland Road E
Huron, OH 44839

Latitude: 41.377555 N
Longitude: -82.509065 W

Your project coordinates in decimal degree format:

Latitude

N

Longitude

W



TO: Mayor Tapp and City Council
FROM: Erik Engle
RE: Resolution No. 93-2022 *(submitted by Erik Engle)*
DATE: October 11, 2022

Subject Matter/Background

City staff plans to resubmit a pre-proposal for the Coastal Management Assistant Grant program on October 14, 2022. ODNR will determine if a final submittal of the Lake Front Beach Coastal Planning project is recommended by November 4, 2022. The project proposes to explore public access options, nearshore habitat restoration efforts, and connectivity between Lake Front Park Beach and Centennial Park. Likewise, the proposal scope will cover access, nearshore habitat enhancements and programming at the Showboat property, which will be key components explored through a planning process with ample public participation feedback outlined in a supplemental appendix within the final planning document. Public participation strategies will be implemented in order to engage Huron residents and stakeholders at-large to vet the best design solutions possible. The final submittal is due Monday, December 18, 2022.

Financial Review

The composition and source of match funding will be pulled from the City of Huron's Capital Improvements (25%) and General Funds (25%) should the project be awarded grant funding.

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 No. 93-2022 is in order.

[Resolution No. 93-2022 CMAG Appl Lake Front Park Beach Coast Mgmt.doc](#)
[Resolution No. 92-2022 and 93-2022 Exhibit A.pdf](#)

RESOLUTION NO. 93-2022

Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES TO PARTICIPATE IN THE COASTAL MANAGEMENT ASSISTANCE GRANT PROGRAM RELATED TO THE LAKE FRONT PARK BEACH – COASTAL PLANNING PROJECT.

WHEREAS, the Ohio Department of Natural Resources – Coastal Management Assistance Grant Program will award funds for projects between \$300,000 to \$500,000 for eligible entities for water quality improvement, coastal planning, education programs, land acquisition, research, public access, habitat restoration and other purposes; and

WHEREAS, a minimum 1:1 non-federal match is required, and other federal funds cannot be used for match. Therefore, applications should request \$50,000 to \$150,000 in federal funds; and

WHEREAS, the Lake Front Park Beach – Coastal Planning Project proposes to explore public access options, nearshore habitat restoration efforts, and connectivity between Lake Front Park Beach and Centennial Park/Showboat Property.

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 Natural Resources – Coastal Management Assistant Grant Fund for funds as described above, substantially in the form of the grant application attached hereto as Exhibit A.

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

Monty Tapp, Mayor

Attest: _____
Clerk of Council

Adopted: _____

PROJECT APPLICATION SUMMARY SHEET

1. Project Title: (Limit 55 characters)

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9-digit ZIP:

5. Project Duration (in months):

Project Completion Date:

6. Primary County where project is located:

7. Other Counties where project is located: (if none, enter n/a)

8. Project Manager:

Title:

Phone:

E-mail:

For the primary project location:

10. US Congressional District #:

11. State Senate District #:

12. State House District #:

13. Registered in System for
Award Management
(SAM)?

Yes

No

9. Fiscal Manager:

Title:

Phone:

email:

14. UEI#: (12 digits)

15. Total Project Cost: \$ = 100 %

16. OCMP Share (Grant): \$ = ____ %

17. Applicant Share (Match): \$ = ____ %

18. Remit To Address:

Entity:

Address 1:

Address 2:

City:

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Zip:

'Remit To' should be filled in if different from the Applicant Entity Address (Section 4). This is the address that will be used when sending reimbursement payments; please make sure this is correct.

19. Name and Title of Authorizing Official*:

Name:

Title:

Phone:

Email:

*"I have read and accept the terms of the Ohio Coastal Management Assistance Grant FY 2024 Full Application Guidance document."

(Must be a signatory with the authority to commit the applicant organization and also to certify the veracity of all information submitted, including supplemental forms.)

Deadline for receipt of this application is 11:59p.m., Sunday, December 18, 2022.

Please limit responses in following sections to the space provided.



1. Project Description

a. Describe the project for which funding is requested. Include relevant background information.

b. List in **concise bullets** the **specific deliverables** that will result from these grant funds. Please only describe deliverables tied directly to these funds (i.e., not results from a larger project or effort).



c. Identify the partners who will be involved in the proposed project. Provide brief details of their roles.

2. Impact on Coastal Resources:

a. List one to three concise ***bullets*** that specify the anticipated benefits to public access, water quality, habitat, or other coastal resources that will result from this specific project.



b. Describe how this project will address a goal or objective of any local, state, regional, or national plans focused on natural resource protection, water quality, habitat, recreation, transportation, or related topics.

c. Describe the extent to which the project leverages other technical or financial resources.



d. Describe the anticipated measurable results that will result from this project (use specific numbers).

3. Methodology and Timetable:

a. List the main project tasks/steps that will be taken to accomplish each work product/deliverable listed in Section 1b along with estimated completion date (month/year) of each task.



b. Describe how the project will include public participation and how the final work product(s)/ deliverable(s) will be distributed.

4. Match Description: Describe the composition and source of the nonfederal matching funds that will be provided for this project.

5. Project Coordinates:

If your project is site-specific, include the latitude and longitude coordinates of the site entrance location.

If your project is not site-specific, provide the coordinates for the applicant office location.

These coordinates can be obtained from web-based mapping services such as Google Maps or Bing Maps.

Example:

ODNR Office of Coastal Management
2514 Cleveland Road E
Huron, OH 44839

Latitude: 41.377555 N
Longitude: -82.509065 W

Your project coordinates in decimal degree format:

Latitude

N

Longitude

W



TO: Mayor Tapp and City Council
FROM: Jason Gibboney
RE: Resolution No. 94-2022 *(submitted by Jason Gibboney)*
DATE: October 11, 2022

Subject Matter/Background

Attached is a completed application for a \$50k grant requiring no local match through the Ohio EPA. This is non-committal at this point and if awarded we will bring before council to accept the \$50k in funding. The grant revolves around the new Ohio EPA requirement that all system service lines be material identified on both the private and public side of the utility.

Financial Review

There is no financial impact relating to the application process.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 94-2022 is in order.

[Resolution No. 94-2022 OEPA Lead Service Line Grant.doc](#)

[Resolution No. 94-2022 Exhibit A OEPA Lead Inventory Grant.PDF](#)

RESOLUTION NO. 94-2022

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR AN H2OHIO LEAD SERVICE LINE INVENTORY AND MAPPING GRANT

WHEREAS, the Ohio Environmental Protection Agency (Ohio EPA) has opened a second round of the H2Ohio Lead Service Line Inventory and Mapping Grant. This grant opportunity assists public water systems with preparing service line inventories as required by the U.S. EPA Lead and Copper Rule Revisions (LCRR) and to be better positioned for future lead service line replacement projects; and

WHEREAS, grant funding is restricted to the activities related to identification, mapping, and integration of service line information into the public water systems asset management program for future replacement of lead service lines.; and

WHEREAS, individual public water systems can receive up to \$50,000 per grant.

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 EPA for an H2Ohio Lead Service Line Inventory and Mapping Grant as described above, substantially in the form of the grant application attached hereto as Exhibit A.

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

Monty Tapp, Mayor

Attest: _____
Clerk of Council

Adopted: _____



Lead Service Line Inventory and Mapping Grant Application

Section 1 - Contact Information for Applicant

Table Error! No text of specified style in document.-1 Please provide contact information for the Authorizing Agent/Owner who is authorized to sign the grant contract on behalf of the public water system.

a. Full name of Public Water System:	City of Huron Water Department
b. PWS Identification Number (PWSID):	OH2201011
b. Federal Employer Identification Number (EIN):	34-6400671
c. Street Address:	417 Main Street
d. City:	Huron
e. State:	Ohio
f. Zip Code:	44839
g. County:	Erie
h. Authorizing Agent:	Jason Gibboney
i. Authorizing Agent Phone Number:	419-433-9502
j. Authorizing Agent Email Address:	jason.gibboney@huronohio.us

Table Error! No text of specified style in document.-2 Contact Information for Project Director (person who will oversee the implementation of the project).

a. Project Director (Primary Contact):	Jason Gibboney
b. Title:	Water Superintendent
c. Street Address:	417 Main Street
d. City:	Huron
e. State:	Ohio

f. Zip Code:	44839
g. Phone:	419-433-9502
h. Fax:	419-433-4732
i. Email Address:	jason.gibboney@huronohio.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	Stuart Hamilton
k. Title:	Service Director
l. Phone:	419-433-5000
m. Email Address:	stuart.hamilton@huronohio.us

**Table Error! No text of specified style in document.-3 Contact Information for applicant's Fiscal Agent
(person who will process the grant payment from Ohio EPA)**

a. Fiscal Agent:	Cory Swaisgood
b. Title:	Finance Director
c. Street Address:	417 Main Street
d. City:	Huron
e. State:	Ohio
f. Zip Code:	44839
g. Phone:	419-433-5000
h. Fax:	419-433-5120
i. Email Address:	cory.swaisgood@huronohio.us
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	N/A

Table 1-4 Supplier ID information

Ohio Supplier ID Number	0000104317
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If your organization does not have an Ohio Supplier ID number, please sign up for the Supplier Portal at supplier.ohio.gov and notify Ohio EPA of the Supplier ID number once received.

Section 2 - Applicant Certification Statement

Instructions: Please have the Authorizing Agent/owner read the Statement of Certification below and sign it in Table 2-1, row A. Applications must be submitted electronically and include an electronic signature, or certification will be required from those applicants when the grant contract is sent out for signature.

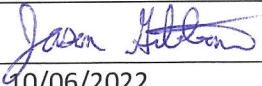
Statement of Certification

I certify that to the best of my knowledge the information contained in this application and in the supplemental material is correct and complete. I certify that the funding requested satisfies the eligibility requirements for this Program as represented in the Program Description and related materials. I certify that I understand that the funding under this Program is subject to restrictions and other conditions listed below, including (*inter alia*):

- ☒ The applicant will use the funding under this Program for the specific purposes defined in the grant application and guidelines.
- ☒ The public water system receiving equipment under this Program is owned and operated by the applicant public water system.
- ☒ The applicant will not use funding under this Program to purchase hardware or services for which the applicant has received, or will receive, payment from another source or under another program.
- ☒ The applicant will submit a close out documents and the reimbursement form including supplemental documents to Ohio EPA upon completion of the project.
- ☒ The applicant will provide the Ohio EPA access to the equipment or data recorded with grant funding, facilities where the equipment is located, and documentation related to funding received from this Program, based on reasonable notice of a request for such access.
- ☒ The applicant has received approval from its governing body, to apply and make use of the funding under this program.
- ☒ The applicant will follow the public water system's procedures and applicable federal guidelines to procure the products and services funded under this Program. Applicants are encouraged to conduct competitive procurements.
- ☒ Where applicable under ORC 3517.13(I) or ORC 3517.13(J), the applicant's Authorizing Agent or spouse has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.
- ☒ Where applicable, the applicant public water system is in compliance with the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et seq.); state ethics laws and conflict of interest laws; and state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111).

I authorize Ohio EPA to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.

Table 2-1. Applicant Certification Signature

a. Signature of Authorizing Agent/Owner:	
b. Date:	10/06/2022
c. Name (<i>typed</i>):	Jason Gibboney
d. Title or relationship to applicant organization:	Water Superintendent
e. Name of Public Water System	City of Huron Water Department

Section 3. Current Inventory Status

Please provide the current lead service line map and inventory that has been developed to date. Also, include a description of the previous work completed or work that is currently in process for service line inventory efforts. **This must be included as an attachment to the application.**

Ohio EPA has made the decision to allow an extension from March 17, 2022 until December 31, 2022 for the current map submittals. The required content and format for these maps is unchanged from the 2017 submission. However, public water systems should make an effort to include any new information about known or potential lead service lines. The current lead maps submitted with the H2Ohio Lead Service Line Inventory and Mapping grant application, will meet the lead map requirement due by December 31, 2022.

Section 4 - Project Description

Please provide a description of the proposed project. This can include the type of GIS platform being used, any equipment being purchased for identification, or third-party technical assistance. The Lead Service Line Inventory and Mapping Grant Program requires the project be completed within 12-months of the date of the signed contract unless an extension has been granted. Reimbursement requests can be made in two phases based on the project schedule provided with the appropriate close out documentation. Please provide the estimated schedule for this project including the number of phases and each phase should include project milestones with estimated costs. Project can be completed and reimbursed in one or two phases.

Project description (if needed, submit as an attachment to application):

Creation of city wide GIS map for the identification of underground assests, specifically the identification of service lines on the public and private side for compliance with OEPA lead mapping. At the current time the City of Huron has no GIS data relative to water infrastructure and no equipment for generating of logging that data. The city will utilize ArcGIS as the hosting platform and will need to procure geodes and tablet laptops for data entry. Phase one involves the procurement of geodes and equipment necessary to identify and log data and coordintes into the GIS system while working in the field. All items in phase one would be ordered concurrently and thus the total timeframe of phase one is 3 months. Phase two utilizes the equipment procured in phase one and involves the actual identification of all service lines on the public and private side of the utility (as required). Once equipment in phase one is received we will identify service line materials with existing staff during normal operating hours, thus the cost as listed in the table is \$0.00 for labor but requires a timeline of 9 months. Finally, funds have been requested for the acquisition of three line locators to assist in accurate locting service lines as to not disturb more earth than necessary to locate a given service in conjunction with the identification process. This request also carries the same duration of 3 months for procurement, and 9 months for execution. After reviewing all tap records, completing onsite service line identification, and analyzing the year constructed of all water system served parcels it is expected we will have some outliers. The remaining funds set aside for potholing would then be utilized to hydro-excavate to the water main in order to accurately identify the service line and/or gooseneck material. As shown in section 5, the timeline for phase one is 3 months and the timeline for phase two is 9 months, thus totalling the 12 months maximum allowed in the grant guidelines. As mentioned previously the City of Huron at this time has no GIS data relative to water infrastructure and relies solely on paper and limited digital records. The award of this grant (if successful) would allow us to procure the needed equipment to establish and maintain data involving the lead service line inventory and mapping. Further this equipment will allow us to continue to advance our GIS mapping of all water related infrastructure for years to come. Phase 1 total cost is approximately \$48,000.00 with a milestone of procuring all equipment necessary to locate, identify, log, and plot service line data. The timeline of the milestone is 3 months. Phase 2 toal cost is approximately \$2,000.00 with a milestone of identifying all service lines not already known as per OEPA regulations. This phase includes limited potholing as a vast majority of service lines will be identified visually via meter pits and curb boxes. This phase utilizes existing manpower already being funded via existing payroll and thus only has minimal associated costs when compared to phase 1.

Section 5 - Estimated Project Duration & Cost

Please list project activities, expected duration, and estimated costs for each planned phase.

Phase One

Project Activity	Estimated Duration (months)	Estimated Cost (\$)
<i>e.g., GIS Software</i>	<i>e.g., 6-months</i>	<i>e.g., \$8,000</i>
GIS DESIGN AND PROGRAMMING	3 MONTHS	\$16,750.00
PURCHASE GIS GEODES AND RELATED COMPONENTS	3 MONTHS	\$11,024.29
PURCHASE TABLETS CHARGERS AND SIM FOR GIS	3 MONTHS	\$2,766.81
PURCHASE RUGGED LAPTOP, SIM, CHARGERS, AND DOCK FOR GIS ADMIN UTILIZATION AND IMPLEMENTATION	3 MONTHS	\$3,037.46

Phase Two (if applicable)

Project Activity	Estimated Duration (months)	Estimated Cost (\$)
<i>e.g., GIS Software</i>	<i>e.g., 6-months</i>	<i>e.g., \$8,000</i>
PURCHASE LINE LOCATORS FOR FIELD CREW SERVICE LINE LOCATES	3 MONTHS	\$12,500.00
IDENTIFY SERVICE LINE MATERIALS, PUBLIC AND PRIVATE SIDE, LOG INTO GIS VIA ABOVE EQUIPMENT - LABOR	9 MONTHS	\$0.00
ONE YEAR 4G SERVICE FOR ALL EQUIPMENT USED IN GIS (3) TABLETS AND (1) LAPTOP	12 MONTHS	\$1,919.52
HYDRO-EXCAVATE UNKNOWN AND INACCESSIBLE SERVICE LINE	9 MONTHS	\$2,000.00



☒ Please check this box if a supporting document is attached for this section.

Section 6 - Supplier Information

Table 6-1. Supplier Identification Information and Cost (if applicable)

Please complete the following table if you plan to use a third party for technical assistance. If there are multiple suppliers, please copy and paste this table, as much as needed, to provide complete information for each supplier.

a. Name of Supplier:	Lilac Calico
b. Full Address:	Lilac Calico, PO Box 7, Milan, Ohio 44846
c. Contact Name:	Tiffany Rufo
d. Telephone Number:	419-750-1067
e. Fax Number:	N/A
f. Email:	lilacalico@outlook.com
g. Service or Product Being Provided:	Creation of GIS for the City of Huron including layering and asset tag dropdowns for service lines, hydrants, main lines, valves, and meters. All programming, integration, and technical support.
h. Total Cost:	\$16,750.00

Attachment: Supporting Documentation Requirement for Cost Estimates

Supporting documentation for each cost is required to be submitted with your application. Applicants are encouraged to seek competitive pricing for the products meeting the standards described in Section II (d) and must follow their own procurement procedures as established under state law. It is not required to attach more than one quote to this application, but the public water system should keep on

file records of price quotes it considered, to be able to demonstrate upon request that competitive procurement was conducted. Attach a hard copy of a price quote from a vendor as supporting documentation in the Attachments section.



Supporting Documentation



Please check this box if a supporting document is attached for this section.



October 6, 2022

Lead Service Line Inventory and Mapping Grant Application

Section 3: Current Inventory Status

Attached in the application packet please find our current lead service line map which was submitted to the Ohio EPA on May 11, 2022 for the calendar year 2022 update cycle.

Also below please find a description of the previous and current work in process for service line inventory efforts:

In spring of 2022 the Huron Water Distribution Department held a kickoff meeting in reference to the service line identification requirements of the Ohio EPA. In the meeting we discussed available records, current "as built" prints, records of our water billing office, and methods to identify visually. The water billing office compiled an excel sheet listing all service accounts within the city limits, this list totals 3,459 accounts.

We have utilized known records and "as built" prints for all the newer water main replacement projects to identify service line materials both private and public. We have thus far been able to successfully identify approximately 500 services via known records. The remaining balance, roughly 3,000 are to be site identified via the meter pit or excavation of service line. Currently crews are also involved in a water meter transmitter installation process, we are utilizing our time spend on a given premises to achieve both a transmitter installation and identify the public and private side of the service line. We have identified nearly 600 services via this manual method. As such we have approximately 2,400 services remaining to identify and would very much like to plot these in GIS to have a visual and easily updated map for the Ohio EPA lead service line and mapping program.

With the equipment listed in this application we will be able to identify the remainder of the system within the 12 month period outlined in the grant. We will also establish and maintain a GIS system that will modernize our efforts going forward as eventually all water system components will be mapped, plotted, recorded, and updated via GIS.

The equipment listed within is critical to locate, identify, plot, and record this information.

Sincerely,

Jason Gibboney

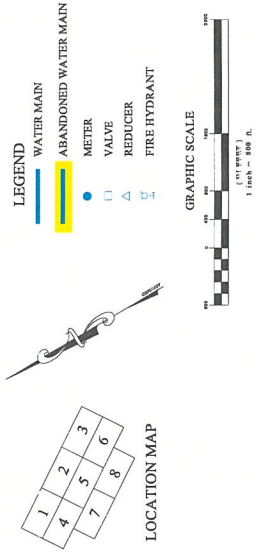
Huron Water Superintendent

CITY OF HURON WATER DISTRIBUTION SYSTEM MAP LEAD MAPPING



Buildings built prior to 1998 or that use plumbing material or solder manufactured before 1998 may have materials with greater than 8% lead and are at a higher risk of contributing lead to the drinking water than materials manufactured after 1998. In addition, buildings built of plumbing materials manufactured after 2014 were required to have less than 0.2% lead by weight and have the lowest risk of contributing lead to the drinking water. It should be noted however that although prohibited, some use of leaded solder or leaded components may have occurred after the prohibitions became effective.

Upon zooming in on this pdf system map you will notice groupings of red dots indicating water mains that may contain lead service lines. The City of Huron has no known lead services at this time. Utilizing the age of water mains as well as records of past lead service lines we identified the following areas (in red data) as potentially containing lead service lines. It has been the policy of the City of Huron to eliminate any and all lead service lines upon known lines at this time. An example of red dotting can be found to the right of this sentence.



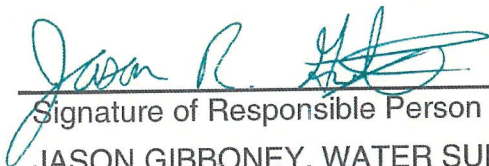
**2022 LEAD MAP
NO CHANGE FORM FOR PUBLIC WATER SYSTEMS**

Under Revised Code Section 6109.121 and Ohio Administrative Code Rule 3745-81-86, community and non-transient non-community public water systems are required to identify areas that are known to contain or likely to contain lead service lines. The law requires community water systems to identify and map areas of their distribution systems that are known or likely to contain lead service lines. These systems also are required to identify and provide a description of the characteristics of buildings served by the system that may contain lead solder, fixtures or pipes. Single building community and non-transient non-community water systems are required to map areas of the system that have solder, fixtures and pipes containing lead.

In accordance with Ohio Administrative code 3745-81-86(A)(2), systems shall seek to collect information on service line material where possible in the course of normal operations (e.g., checking service line materials while reading water meters or performing maintenance activities).

Should a public water system determine no changes are necessary to their last map submission, the statement below must be certified by the owner/operator of the public water system.

I HEREBY CERTIFY THAT NO CHANGES TO THE PRIOR MAP SUBMITTAL, AS REQUIRED BY OHIO REVISED CODE 6109.121(F), WERE NECESSARY FOR THE 2022 SUBMISSION.



Signature of Responsible Person

5/11/22

Date

JASON GIBBONEY, WATER SUPERINTENDENT

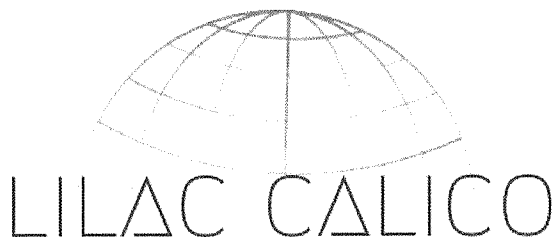
Printed Name and Title of Responsible Person

PWS NAME: HURON WTP

PWS ID: OH2201011

COUNTY: ERIE

PROPOSAL FOR S



City of Huron Water Distribution GIS

Tiffany Rufo is pleased to submit this proposal for services to support City of Huron in achieving its goals of improving EPA compliance as well as day-to-day operations in its water distribution system by developing a Geographic Information System (GIS) within existing infrastructure and providing training in its effective use.

GIS has quickly become a leading technology not only for its analytical capabilities but also for its application as an asset management database. Knowing where your water system assets are and their conditions can provide peace of mind, justification, impressive reporting, and improved operations overall. With consistent use and time these data sets also provide powerful insights into historical trends.

We propose that we make this a reality for The City of Huron by:

- Building a Geographic Information System for Water Distribution
 - Providing training on the use and upkeep of the system
 - Providing support for both field and office use

EXECUTION

We propose a Geographic Information System for the City of Hurons Water Distribution that would include at the minimum layers for

Hydrants
Main Lines
Service Lines
Valves
Meters

Other layers determined by the client to be necessary for day-to-day operations can be added as long as they pertain to the Water Distribution System.

Each layer has a basic framework of fields but can be completely customized to your organization's needs. Sample sheets of the fields included will be provided before our initial kick-off meeting.

Each Layer also has the capability to have drop down selections, Picture attachments and related tables for maintenance or any other use. We strongly encourage the use of drop downs to limit data input errors in the field.

As part of the GIS system the configuration and build out also include at maximum two Survey123 applications and one Workforce Project. These will be configured and built to serve the needs of the Water Distribution teams daily workflows.

This proposal does not include data collection, data scrubbing, data conversion, or transformation for integration into the GIS system. Data that currently exists in excel or CSV format with either a unique identifier or X,Y coordinates can be integrated into the system after the initial build.

As The City of Huron is part of the Erie County GIS Advisory Board (ECGISAB) we propose that the layers be published directly to an account held by a city employee- preference would be whomever will be managing the data long term as decided by The City of Huron. This will accomplish two things- establishing a central point from which to manage all layers, maps, and future applications that the water distribution division wishes to create. Secondly, the layers being in one account will make running back-ups of the data much easier.

The time line will depend heavily on the amount of data to be integrated, complexity of the layers to be built and availability of the City of Huron team for training and initial development. Even with those variables we do not expect longer than three months from the initial meeting for the main system to be published, configured, and ready for use.

DELIVERABLES

Following is a complete list of all project deliverables:

- Fully configured and 'Ready to use' Water Distribution GIS for immediate use in the field collecting data and managing assets.
- Training for basic data management and configuration.
- Training for field data collection
- 8 hours of support

Excludes Data scrubbing and collection.

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 60 days from the date of this proposal:

Services Cost	Price
Architecture and Build Out	\$8500
Configuration	\$4500
Training and Support	\$3500
Travel	\$250
Total	\$16,750.00

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are expanded or reduced in scope.

QUALIFICATIONS

Tiffany Rufo is uniquely experienced in building GIS for public utilities in the local government environment.

- ⦿ Approach that is driven by and configured for the field workers to fit into their daily work. This field centered approach ensures quality data for management, reporting, and analytics.
- ⦿ Has a full understanding of how the ECGISAB works and how to successfully build your GIS within it.
- ⦿ 6 years of GIS development, management, and analysis experience. Extensive knowledge of ESRI applications both desktop and web.
- ⦿ Experience working with Juniper Geode GPS locators and Tablets for field data collection.

We look forward to working with The City of Huron to develop a dynamic and modern GIS to manage your water distribution system assets. We believe that the power of near real-time asset management will have far reaching effects for your city both short term as well as long term while making EPA reporting and day-to-day operations simpler and more efficient.

If you have questions on this proposal, feel free to contact Tiffany Rufo at your convenience by email at LilacCalico@outlook.com or by phone at 419-750-1067.

Thank you for your consideration,

Tiffany Rufo

GIS
Geode

FONDRIEST

ENVIRONMENTAL, INC.

Stuart Hamilton
City of Huron
417 Main Street
Huron, Ohio 44839
Tel. 419-433-5000

Quote: #124716
Contact: Katelyn Kubasky
Email: katelyn.kubasky@fondriest.com
Date: 08/19/22
Expires: 11/17/22

Notes: Quote reflects government discount.

Part #	Manufacturer	Description	Price	Qty	Total
GNS3M-CFG(13817)	Juniper	Geode GNS3 single-frequency GNSS receiver, upgradeable to multi-frequency & Atlas support	\$2,750.25	4	\$11,001.00

Send Purchase Order To:

Fondriest Environmental, Inc.
2091 Exchange Court
Fairborn, OH 45324

Phone: (888) 426-2151

Fax: (937) 426-1125

Email: customer@fondriest.com

Subtotal: \$11,001.00
Tax: \$0.00
Shipping: \$23.29
Total: \$11,024.29

Delivery: 12-14 weeks ARO
FOB Point: Origin
Freight: UPS - Ground
Terms: Net 30 w/ approved credit
Visa, MC, AMEX, Discover
Late Payments: 1.5% interest per month.
3% surcharge for late payments
made with credit card

PLACE ORDER ONLINE



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000129464200.4	Sales Rep	Matthew Little
Total	\$3,037.46	Phone	(800) 456-3355, 6181787
Customer #	6505330	Email	Matthew_Little@Dell.com
Quoted On	Aug. 19, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Sep. 19, 2022		CITY OF HURON
	State of Ohio Computer		417 MAIN ST
Contract Name	Hardware, Software, and IT		HURON, OH 44839-1652
	Services		
Contract Code	C000000181015		
Customer Agreement #	STS033-534109		
Deal ID	24382432		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Matthew Little

Shipping Group

Shipping To	Shipping Method
NICK ZAPPA	Standard Delivery
CITY OF HURON	
417 MAIN ST	
HURON, OH 44839-1652	
(419) 433-5000	

Product	List Price	Unit Price	DOL	Quantity	Subtotal
Dell Latitude 5430 Rugged	\$4,533.00	\$2,266.50	50%	1	\$2,266.50
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$329.99	\$201.62	38.90%	2	\$403.24
Dell Performance Dock- WD19DCS	\$518.99	\$304.13	41.40%	1	\$304.13
Dell 65-Watt Auto Air Adapter - USB Type-C	\$99.99	\$63.59	36.40%	1	\$63.59

Subtotal:	\$3,037.46
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$3,037.46
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$3,037.46
--------	------------

Shipping Group Details

Shipping To

NICK ZAPPA
CITY OF HURON
417 MAIN ST
HURON, OH 44839-1652
(419) 433-5000

Shipping Method

Standard Delivery

	Quantity	Subtotal
Dell Latitude 5430 Rugged	1	\$2,266.50
Estimated delivery if purchased today:		
Aug. 26, 2022		
Contract # C000000181015		
Customer Agreement # STS033-534109		

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFQ	-	1	-
Intel Core Processor i5-1145G7, (QC, 2.6 to 4.0 GHz, 28W, vPro)	379-BERS	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License included – 30 day Trial Offer Only	658-BCSB	-	1	-
Intel® Core™ vPro i5-1145G7 with Iris Xe Graphics	338-CCRI	-	1	-
Intel vPro Technology Advanced Management Features	631-ADEE	-	1	-
16GB, 2x8GB, 3200 MHz DDR4 Non-ECC	370-AGTH	-	1	-
512GB M.2 PCIe NVMe Class 40 Solid State Drive	400-BMRY	-	1	-
14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare, Outdoor Viewable	391-BGGI	-	1	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	1	-
Intel AX210 WLAN Driver	555-BHCC	-	1	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	1	-
Hot surface warning label	389-ECGC	-	1	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	1	-
65W Type-C EPEAT Adapter	492-BCXP	-	1	-
Full Security - Fingerprint Reader, Contacted Smartcard Reader, Contactless Smartcard Reader	346-BHQJ	-	1	-
E4 Power Cord 1M for US	537-BBBL	-	1	-
Setup and Features Guide	340-CXCE	-	1	-
Dummy Airbay Cover	325-BEIV	-	1	-
ENERGY STAR Qualified	387-BBPC	-	1	-
Fixed Hardware Configuration	998-FQQL	-	1	-
Dell Applications for Windows 10	658-BFIO	-	1	-
System Shipment, Latitude 5430 Rugged	340-CXCG	-	1	-
11th Gen Intel Core i5 vPro label	340-CTSV	-	1	-
Microphone + IR FHD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHT	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-
No Option Included	340-ACQQ	-	1	-

Additional USB-A rear port	590-TFHR	-	1	-
Additional TBT/Type-C port	325-BEJZ	-	1	-
Rigid handle	750-ADPK	-	1	-
ProSupport: Next Business Day Onsite, 3 Years	808-6784	-	1	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	1	-
ProSupport: 7X24 Technical Support, 3 Years	808-6809	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-

			Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$201.62		2	\$403.24

Estimated delivery if purchased today:
Aug. 25, 2022
Contract # C000000181015
Customer Agreement # STS033-534109

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	2	-
Dell Limited Hardware Warranty	814-5380	-	2	-
Advanced Exchange Service, 3 Years	814-5381	-	2	-

			Quantity	Subtotal
Dell Performance Dock- WD19DCS	\$304.13		1	\$304.13

Estimated delivery if purchased today:
Aug. 26, 2022
Contract # C000000181015
Customer Agreement # STS033-534109

Description	SKU	Unit Price	Quantity	Subtotal
Dell Performance Dock – WD19DCS	210-AZBN	-	1	-
Advanced Exchange Service, 3 Years	824-3984	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-

			Quantity	Subtotal
Dell 65-Watt Auto Air Adapter - USB Type-C	\$63.59		1	\$63.59

Estimated delivery if purchased today:
Aug. 26, 2022
Contract # C000000181015
Customer Agreement # STS033-534109

Description	SKU	Unit Price	Quantity	Subtotal
Dell 65-Watt Auto Air Adapter - USB Type-C	492-BBUN	-	1	-

Subtotal:	\$3,037.46
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$3,037.46

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.


^Dell Business Credit (DBC): Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.

Tablets
x 4

Welcome

NICK ZAPPA

CITY OF HURON FIRE DEPARTMENT, 417 MAIN ST, HURON, OH 44839

Search 

You're almost done. Please review your order.

Thank you for your order. Please let me know if you have any questions.

sean.grace | 813-767-2522 | sean.grace@verizonwireless.com

Order number **2336960**

Location **0067301**

Creation date **08/19/2022**

Expiration date **08/26/2022**

Discover more about 5G from the network you trust.

See how we can help transform your business.

[Learn more](#)

5G[✓] Ultra Wideband

Overview

Device quantity **4**

Plan selected **4G Mobile Broadband
Unlimited**

Features selected

Added **8**

Removed **0**

Accessory quantity **6**

Pricing option **Subsidy - 2 year**

Highlights

**OtterBox Fast Charge
Car Charger Kit - 20W
Car Charger with USB-C
to USB-C Cable**

- Kit includes a Fast Charge Car Charger and Fast Charge Cable
- Get up to 20W of power



Order details

Here is a summary of your order. To view lines associated with a product or service, expand the line details. To see detailed information on a single line, click the phone number.

[Request changes](#)

[Approve](#)

Effective date

TODAY

Total due monthly

\$159.96

Total due today

\$2,133.84

\$2,766.81

25%

service plans

25%

accessory

Filter by Device & accessory summary

Device & accessory summary [Expand All](#)

All

[Reset filters](#)

	Devices	Quantity	Full Retail Price	Pricing option	Special offer	Due monthly	Due today
+	Samsung Galaxy Tab S7 FE 5G Mystic Black, 64 GB	8 4	\$0.00	Subsidy - 2 year		\$0.00	\$1,799.97 \$2,279.96
+	Verizon Jetpack MiFi 8800L Gray	1	\$0.00	Subsidy - 2 year		\$0.00	\$99.99
+	OtterBox Fast Charge Car Charger Kit - 20W Car Charger with USB-C to USB-C Cable	8 4	\$0.00	N/A	-\$27.00	\$0.00	\$62.97 \$83.96
+	OtterBox React Series Case for Galaxy Tab S7 FE 5G - Black Crystal	8 4	\$0.00	N/A	-\$54.00	\$0.00	\$125.97 \$167.96

Filter by Plans & feature summary

Plans & feature summary [Expand All](#)

All

[Reset filters](#)

	Service	Quantity	Service contract	Special offer	Due monthly	Due today
+	4G Mobile Broadband Unlimited	4	Month to month		\$159.96	\$0.00
+	Decline Device Protection	4	Month to month		\$0.00	\$0.00
+	International Travel Voice Select Canada	4	Month to month		\$0.00	\$0.00

Other Charges summary [Expand All](#)

Category	Special offer	Due	Due today
Request changes	Effective date	Total due monthly	Total due today
	TODAY	\$159.96	\$2,133.84

+ Taxes and government fees ¹		¹ Monthly taxes and government fees will be added to your bill.	\$134.94
- Surcharges ²		² Monthly surcharges will be added to your bill.	\$0.00

*Total due monthly will appear on your monthly bill, before your taxes and fees.

Shipping details

☐ By checking this box, I confirm the shipping address and method are correct.

All items will ship to a single address

Shipping Address

CITY OF HURON FIRE
DEPARTMENT
417 MAIN ST

HURON, OH - 44839
Attn: NICK ZAPPA

Shipping Method

Free 2 Day by 8pm

Payment details

This order will be billed to your next Verizon invoice.

Bill to account	Sub account :	Due today
0742191695	00001	\$2133.84

1. Activation/upgrade fee/line up to \$40; restocking fee per device up to \$50.Subject to business agreement, Calling Plan & credit approval. Either an Offer Recovery Fee or up to \$650 Early Termination Fee may apply. If applicable, your line's Offer Recovery Fee will be the sum of device discounts plus device credits you receive. Offers & coverage, varying by svc, not available everywhere; see vzw.com. Monthly charges are shown before taxes, and Verizon Wireless surcharges/line (including 33.0% Fed. Univ. Svc.,\$1.95 Administrative and \$0.21 Regulatory Charges).
2. These charges may differ from what appears on your bill because some taxes and surcharges apply to only a portion of your monthly charges, depending on your plan, features, and device. Taxes are estimated and orders only containing devices purchased on Device Payment contract terms will be billed actual taxes in effect at the time of such bill, and will be reflected on your Billing Account Invoice. (Devices purchased in AL, AZ, CO, IL, NM, ND, and SD are billed monthly).

Hydro-
excavate



1611 RYE BEACH ROAD
HURON, OH 44839

QUOTATION

Quote Number: 3665
Quote Date: Aug 22, 2022
Page: 1

Phone: 419-433-5169

Quoted To:

City of Huron
417 Main Street
Huron, OH 44839

Location:

Huron, OH 44839

Customer ID	Good Thru	Payment Terms	Telephone No.
CITYHURON	9/21/22	See Attached Notes	419-433-5000

Quantity	Item	Description	Unit Price	Amount
1.00		Estimate per hour for Vac Con to hydro-excavate. NOTE: PRICE INCLUDES VAC CON & 2 MEN NOTE: 2 HOUR MINIMUM	325.0000	325.00
Subtotal				325.00
Sales Tax				
TOTAL				325.00

Signature _____ Date _____

Please note, due to volume, carriers have advised of potential delays. We appreciate your patience during this unprecedented time.

800-548-1234



Summary

More Like This

Just For You

Part#: 25696

Weight: 15.0 lbs

Brand: Heath Consultants (<https://www.usabluebook.com/m-969-heath-consultants.aspx>)

Sure-Lock® All Pro™ Multi-Frequency Locator

- Transmits multiple frequencies simultaneously to obtain the best signal
- Continuous depth reading gives operator constant feedback
- Variable power outputs for precise line location

Price: Qty : 3 + Freight
\$4,059.95 USD/Each

Need Help? Call 800-548-1234

The Sure-Lock All Pro locator combines a powerful transmitter with an easy-to-use receiver. The professional transmitter broadcasts frequencies individually or simultaneously, letting you walk down the line and choose the frequency with the best signal.

ORDINANCE NO. 2022-54

Introduced by Sam Artino

AN ORDINANCE AUTHORIZING THE CITY MANAGER'S EXECUTION OF AN AGREEMENT TO PURCHASE APPROXIMATELY 41.88 ACRES OF VACANT LAND LOCATED ON RIVER ROAD IN THE CITY OF HURON, ERIE COUNTY, OHIO, PERMANENT PARCEL NUMBERS 42-01718.000, 42-01719.000, 42-01721.000 AND 42-01722.000 FOR THE PURCHASE PRICE OF FOUR HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 DOLLARS (\$450,000.00), AND DECLARING AN EMERGENCY

WHEREAS, approximately 41.88 acres of vacant land located on River Road in the City of Huron, Erie County, Ohio, identified by Permanent Parcel Nos. 42-01718.000, 42-01719.000, 42-01721.000 and 42-01722.000 (the "Property") is currently owned by Warren Slag Company, an Ohio corporation ("Warren Slag"); and

WHEREAS, City of Huron staff first contacted Warren Slag in inquire into the availability of the Property for purchase by the City in August of 2022; and

WHEREAS, Warren Slag requested an appraisal of the subject property, which appraisal reported a value of \$542,000.00; and

WHEREAS, after negotiations between the parties, the City of Huron's revised offer was accepted in the amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) on September 29, 2022.

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

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to authorize a purchase agreement with Warren Slag Company for the purchase of approximately 41.88 acres of vacant property located River Road, Huron, OH, more fully identified as Erie County, Ohio Permanent Parcel Numbers 42-01718.000, 42-01719.000, 42-01721.000 and 42-01722.000 in the amount of Four Hundred Fifty Thousand and 00/100 (\$450,000.00). Said agreement will be substantially similar to the Purchase Agreement on file in the office of the Clerk of Council.

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

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that the orderly development of property within the City will be adversely affected in the event of delay in the effective date of this Ordinance; **WHEREFORE** this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____