



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, July 12, 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 regular Council Meeting of June 14, 2022.
- IV. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- V. Old Business**
 - V.a** Ordinance No. 2022-32
An ordinance repealing and amending Chapter 1135 Flood Hazard Zoning/Flood Damage Reduction of the Codified Ordinances **(second reading)**.
 - V.b** Ordinance No. 2022-35
An ordinance amending Section 1321.12 Miscellaneous Fees of the Codified Ordinances **(second reading)**.
- VI. New Business**
 - VI.a** Ordinance No. 2022-36
An ordinance authorizing execution of the 2022 Solar Energy Schedule with American Municipal Power, Inc.
 - VI.b** Resolution No. 65-2022
A resolution authorizing amendment of the Annexation Agreement with Huron Township relating to PPN's 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 (portions of Sawmill Creek Resort).
 - VI.c** Ordinance No. 2022-37
An ordinance authorizing the purchase of real property located at 624/729 Berlin Road, Huron, Ohio for public use (Erie County, Ohio PPNs: 39-00024.000, 39-00150.000, 39-00527.000, 39-

00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000).

VI.d Ordinance No. 2022-40

An ordinance authorizing the purchase of real property located on Berlin Rd., and known as Erie County , Ohio Permanent Parcel No. 42-60656.000.

VI.e Ordinance No. 2022-38

An ordinance repealing Section 509.04(a)(2) of the Codified Ordinances.

VI.f Ordinance No. 2022-39

A supplemental appropriations and increase in estimated resources ordinance.

VII. City Manager's Discussion

VIII. Mayor's Discussion

IX. For the Good of the Order

X. Executive Session(s)

XI. Adjournment



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2022-32
DATE: July 12, 2022

Subject Matter/Background

As submitted by Erik Engle, Planning and Zoning Director:

Regarding Ordinance No. 2022-32

Through the floodplain map revision process, Ohio Department of Natural Resources (ODNR) undertakes routine floodplain regulation audits of National Flood Insurance Program (NFIP) participating communities, which includes the City of Huron. Staff has completed all the necessary edits and updates to meet the minimum standards set by FEMA. Throughout this process, staff has researched best practices for floodplain/stormwater management while considering some key tenets of the 2020 Action Plan and determined the best way to move forward with better land use management of Huron's fresh-water resources is to codify the preservation of riparian lands immediately adjacent to the waterways. Significant additions proposed by staff include updated requirements for a 30'-0" riparian buffer setback, which limit uses and construction on property adjacent to floodways, including conservation easement requirements for subdivisions, and fees for floodplain permits/floodplain variances. The proposed riparian buffer legislation received a recommendation for approval from Planning Commission at its April 27th meeting. Staff is asking for Council approval to repeal the existing Chapter 1135 (Exhibit A) in favor of adopting the new legislation (Exhibit B). This will be the second reading of this ordinance.

Regarding Ordinance No. 2022-35

Chapter 1321 outlines all fees associated with building and zoning activities. Staff is asking for council approval of an amendment to Section 1321.12 to include fees for floodplain permits in the amount of \$100.00 for single-family residential lots/\$300.00 for all other lots, and \$300.00 for a floodplain variance (Exhibit B). This will be the second reading of this ordinance.

Financial Review

This measure approves a new fee schedule for floodplain permits and the financial consideration to review and process each specific application.

Legal Review

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

Recommendation

If Council is in agreement, a motion placing Ordinance No. 2022-32 on its second reading is in order.

[Ordinance No. 2022-32 Flood Damage Reduction.docx](#)

[Ordinance No. 2022-32 Exhibit A Flood Plain Ordinance.docx](#)

[Ordinance No. 2022-32 Exhibit B Flood Plain Ordinance.docx](#)

ORDINANCE NO. 2022-32

Introduced by Joel Hagy

AN ORDINANCE REPEALING AND AMENDING CHAPTER 1135 FLOOD HAZARD ZONING/FLOOD DAMAGE REDUCTION; AND DECLARING AN EMERGENCY.

WHEREAS, this Council hereby determined the changes and amendments set forth within this Ordinance, including Exhibit “A”, are in the best interest of the City of Huron and its citizens and are needed to protect property, both real and personal, located within the City.

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

Section 1. That Chapter 1135 (Flood Hazard Zoning/Flood Damage Reduction) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows: (refer to Exhibit “A” attached), shall be and hereby is repealed.

Section 2. That a new Chapter 1135 of the Codified Ordinance of the City of Huron (Special Purpose/Flood Damage Reduction), as attached hereto and made a part hereof as Exhibit “B”, shall be, and hereby is, adopted and thereafter shall be in full force and effect. The provision of Chapter 1135, as hereby amended, shall be effective from and after September 1, 2022.

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 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, additionally, 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: _____

EXHIBIT A

CHAPTER 1135

Flood Hazard Zoning/Flood Damage Reduction

1135.01 General provisions.

1135.02 Definitions.

1135.03 Administration.

1135.04 Use and development standards for flood hazard reduction.

1135.05 Appeals and variances.

1135.06 Enforcement.

CROSS REFERENCES

Flood control bonds; public capital improvements - see Ohio Const., Art. VIII, Sec. 21; Ohio R.C. 129.70 et seq.

County Commission flood control aid to governmental units - see Ohio R.C. 307.77

Basis of zoning districts - see Ohio R.C. 713.10

Marking flood areas - see Ohio R.C. 1521.14

1135.01 GENERAL PROVISIONS.

(a) Statutory Authorization. Article XVIII, Section 3, of the Ohio Constitution grants municipalities the legal authority to adopt land use and control measures for promoting the health, safety, and general welfare of its citizens. Therefore, the City Council of the City of Huron, State of Ohio, does ordain as follows:

(b) Findings of Fact. The City of Huron has special flood hazard areas that are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. Additionally, structures that are inadequately elevated, floodproofed, or otherwise protected from flood damage also contribute to the flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted.

(c) Statement of Purpose. It is the purpose of these regulations to promote the public health, safety and general welfare, and to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;

EXHIBIT A

(6) Help maintain a stable tax base by providing for the proper use and development of areas of special flood hazard so as to protect property and minimize future flood blight areas;

(7) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions;

(8) Minimize the impact of development on adjacent properties within and near floodprone areas;

(9) Ensure that the flood storage and conveyance functions of the floodplain are maintained;

(10) Minimize the impact of development on the natural, beneficial values of the floodplain;

(11) Prevent floodplain uses that are either hazardous or environmentally incompatible; and,

(12) Meet community participation requirements of the National Flood Insurance Program.

(d) Methods of Reducing Flood Loss. In order to accomplish its purposes, these regulations include methods and provisions for:

(1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water hazards, or which result in damaging increases in flood heights or velocities;

(2) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

(4) Controlling filling, grading, dredging, excavating, and other development which may increase flood damage; and,

(5) Preventing or regulating the construction of flood barriers, which will unnaturally divert flood, waters or which may increase flood hazards in other areas.

(e) Lands to Which These Regulations Apply. These regulations shall apply to all areas of special flood hazard within the jurisdiction of the City of Huron as identified in Section 1128.01 (f), including any additional areas of special flood hazard annexed by the City of Huron.

(f) Basis for Establishing the Areas of Special Flood Hazard. For the purposes of these regulations, the following studies and/or maps are adopted:

(1) Flood Insurance Study, Erie County, Ohio, (and Incorporated Areas), dated August 28, 2008

(2) Flood Insurance Rate Map, Erie County, Ohio, (and Incorporated Areas), dated August 28, 2008.

(3) Any hydrologic and hydraulic engineering analysis authored by a registered Professional Engineer in the State of Ohio which has been approved by the City of Huron as required by Section 1135.04 (c): Subdivisions and Large Scale Developments.

Any revisions to the aforementioned maps and/or studies are hereby adopted by reference and declared to be a part of these regulations. Such maps and/or studies are on file at the Huron Township Building Department, 1820 Bogart Road, Huron, Ohio.

EXHIBIT A

(g) **Abrogation and Greater Restrictions.** These regulations are not intended to repeal any existing ordinances including Subdivision Regulations, Zoning or Building Codes. In the event of a conflict between these regulations and any other ordinance, the more restrictive shall be followed. These regulations shall not impair any deed restriction, covenant or easement but the land subject to such interests shall also be governed by the regulations.

(h) **Interpretation.** In the interpretation and application of these regulations, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and,
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Where a provision of these regulations may be in conflict with a state or Federal law, such state or Federal law shall take precedence over these regulations.

(i) **Warning and Disclaimer of Liability.** The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. These regulations do not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. These regulations shall not create liability on the part of the City of Huron, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damage that results from reliance on these regulations or any administrative decision lawfully made thereunder.

(j) **Severability.** Should any section or provision of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid. (Ord. 2008-24. Passed 8-12-08.)

1135.02 DEFINITIONS.

Unless specifically defined below, words or phrases used in these regulations shall be interpreted so as to give them the meaning they have in common usage and to give these regulations the most reasonable application.

(1) **Accessory Structure.** A structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal structure.

(2) **Appeal.** A request for review of the Floodplain Administrator's interpretation of any provision of these regulations or a request for a variance.

(3) **Base Flood.** The flood having a one percent (1%) chance of being equaled or exceeded in any given year. The base flood may also be referred to as the one percent (1%) chance annual flood or one hundred (100) year flood.

(4) **Base (100-Year) Flood Elevation (BFE).** The water surface elevation of the base flood in relation to a specified datum, usually the National Geodetic Vertical Datum of 1929 or the North American Vertical Datum of 1988, and usually expressed in Feet Mean Sea Level (MSL). In Zone AO areas, the base flood elevation is the natural grade elevation plus the depth number (from 1 to 3 feet).

EXHIBIT A

(5) **Basement.** Any area of the building having its floor subgrade (below ground level) on all sides.

(6) **Development.** Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

(7) **Enclosure Below the Lowest Floor.** See "Lowest Floor."

(8) **Executive Order 11988 (Floodplain Management).** Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

(9) **Federal Emergency Management Agency (FEMA).** The agency with the overall responsibility for administering the National Flood Insurance Program.

(10) **Fill.** A deposit of earth material placed by artificial means.

(11) **Flood or Flooding.** A general and temporary condition of partial or complete inundation of normally dry land areas from:

A. The overflow of inland or tidal waters, and/or

B. The unusual and rapid accumulation or runoff of surface waters from any source.

(12) **Flood Hazard Boundary Map (FHBM).** Usually the initial map, produced by the Federal Emergency Management Agency, or U.S. Department of Housing and Urban Development, for a community depicting approximate special flood hazard areas.

(13) **Flood Insurance Rate Map (FIRM).** An official map on which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has delineated the areas of special flood hazard.

(14) **Flood Insurance Risk Zones.** Zone designations on FHBMs and FIRMs that indicate the magnitude of the flood hazard in specific areas of a community. Following are the zone definitions:

Zone A:

Special flood hazard areas inundated by the 100-year flood; base flood elevations are not determined.

Zones A1-30 and Zone AE:

Special flood hazard areas inundated by the 100-year flood; base flood elevations are determined.

Zone AO:

Special flood hazard areas inundated by the 100-year flood; with flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths are determined.

Zone AH:

Special flood hazard areas inundated by the 100-year flood; flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations are determined.

Zone A99:

Special flood hazard areas inundated by the 100-year flood to be protected from the 100-year flood by a Federal flood protection system under construction; no base flood elevations are determined.

Zone B and Zone X (shaded):

EXHIBIT A

Areas of 500-year flood; areas subject to the 100-year flood with average depths of less than 1 foot or with contributing drainage area less than 1 square mile; and areas protected by levees from the base flood.

Zone C and Zone X (unshaded):

Areas determined to be outside the 500-year floodplain.

(15) Flood Insurance Study (FIS). The official report in which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has provided flood profiles, floodway boundaries (sometimes shown on Flood Boundary and Floodway Maps), and the water surface elevations of the base flood.

(16) Flood Protection Elevation. The Flood Protection Elevation, or FPE, is the base flood elevation plus two (2) feet of freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations, or base flood elevations determined and/or approved by the Floodplain Administrator.

(17) Floodway. A floodway is the channel of a river or other watercourse and the adjacent land areas that have been reserved in order to pass the base flood discharge. A floodway is typically determined through a hydraulic and hydrologic engineering analysis such that the cumulative increase in the water surface elevation of the base flood discharge is no more than a designated height. In no case shall the designated height be more than 0.5 (one-half) foot at any point within the community.

The floodway is an extremely hazardous area, and is usually characterized by any of the following: Moderate to high velocity flood waters, high potential for debris and projectile impacts, and moderate to high erosion forces.

(18) Freeboard. A factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effect of urbanization in a watershed.

(19) Historic structure. Any structure that is:

A. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listings on the National Register;

B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or

C. Individually listed on the State of Ohio's inventory of historic places maintained by the Ohio Historic Preservation Office.

(20) Hydrologic and hydraulic engineering analysis. An analysis performed by a professional engineer, registered in the State of Ohio, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

(21) Letter of Map Change (LOMC). A Letter of Map Change is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood

EXHIBIT A

Boundary and Floodway Maps, and Flood Insurance Studies. LOMCs are broken down into the following categories:

A. Letter of Map Amendment (LOMA). A revision based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property is not located in a special flood hazard area.

B. Letter of Map Revision (LOMR). A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the base flood elevation and is, therefore, excluded from the special flood hazard area.

C. Conditional Letter of Map Revision (CLOMR). A formal review and comment by FEMA as to whether a proposed project complies with the minimum National Flood Insurance Program floodplain management criteria. A CLOMR does not amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

(22) Lowest floor. The lowest floor of the lowest enclosed area (including basement) of a structure. This definition excludes an "enclosure below the lowest floor" which is an unfinished or flood resistant enclosure usable solely for parking of vehicles, building access or storage, in an area other than a basement area, provided that such enclosure is built in accordance with the applicable design requirements specified in these regulations for enclosures below the lowest floor.

(23) Manufactured home. A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle". For the purposes of these regulations, a manufactured home includes manufactured homes and mobile homes as defined in Chapter 3733 of the Ohio Revised Code.

(24) Manufactured home park. As specified in the Ohio Administrative Code 3701-27-01, a manufactured home park means any tract of land upon which three or more manufactured homes, used for habitation are parked, either free of charge or for revenue purposes, and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the facilities of the park. A tract of land that is subdivided and the individual lots are not for rent or rented, but are for sale or sold for the purpose of installation of manufactured homes on the lots, is not a manufactured home park, even though three or more manufactured homes are parked thereon, if the roadways are dedicated to the local government authority.

(25) National Flood Insurance Program (NFIP). The NFIP is a Federal program enabling property owners in participating communities to purchase insurance protection against losses from flooding. This insurance is designed to provide an insurance alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods. Participation in the NFIP is based on an agreement between local communities and the Federal government that states if a community will adopt and enforce floodplain management regulations to reduce future flood risks to all development

EXHIBIT A

in special flood hazard areas, the Federal government will make flood insurance available within the community as a financial protection against flood loss.

(26) New construction. Structures for which the "start of construction" commenced on or after the initial effective date of the City of Huron's Flood Insurance Rate Map, April 3, 1978, and includes any subsequent improvements to such structures.

(27) Person. Includes any individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies. An agency is further defined in the Ohio Revised Code Section 111.15 as any governmental entity of the State and includes, but is not limited to, any board, department, division, commission, bureau, society, council, institution, state college or university, community college district, technical college district, or state community college. "Agency" does not include the General Assembly, the Controlling Board, the Adjutant General's Department, or any court.

(28) Recreational vehicle. A vehicle which is (1) built on a single chassis, (2) 400 square feet or less when measured at the largest horizontal projection, (3) designed to be self-propelled or permanently towable by a light duty truck, and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

(29) Registered Professional Architect. A person registered to engage in the practice of architecture under the provisions of sections 4703.01 to 4703.19 of the Ohio Revised Code.

(30) Registered Professional Engineer. A person registered as a professional engineer under Chapter 4733 of the Ohio Revised Code.

(31) Registered Professional Surveyor. A person registered as a professional surveyor under Chapter 4733 of the Ohio Revised Code.

(32) Special Flood Hazard Area. Also known as "Areas of Special Flood Hazard", it is the land in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are designated by the Federal Emergency Management Agency on Flood Insurance Rate Maps, Flood Insurance Studies, Flood Boundary and Floodway Maps and Flood Hazard Boundary Maps as Zones A, AE, AH, AO, A1-30, and A99. Special flood hazard areas may also refer to areas that are flood prone and designated from other federal, state or local sources of data including but not limited to historical flood information reflecting high water marks, previous flood inundation areas, and flood prone soils associated with a watercourse.

(33) Start of construction. The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any

EXHIBIT A

wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of a building.

(34) Structure. A walled and roofed building, manufactured home, or gas or liquid storage tank that is principally above ground.

(35) Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. It also means flood related damage sustained by a structure on two separate occasions during a ten (10) year period for which the cost of repairs at the time of each such flood event, on the average, exceeds twenty-five percent (25%) of the market value of the structure before the damage occurred.

(36) Substantial Improvement. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include:

- A. Any improvement to a structure that is considered "new construction,"
- B. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified prior to the application for a development permit by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- C. Any alteration of a "historic structure," provided that the alteration would not preclude the structure's continued designation as a "historic structure".

(37) Variance. A grant of relief from the standards of these regulations consistent with the variance conditions herein.

(38) Violation. The failure of a structure or other development to be fully compliant with these regulations.

(Ord. 2008-24. Passed 8-12-08.)

1135.03 ADMINISTRATION.

(a) Designation of the Floodplain Administrator. The Zoning Inspector is hereby appointed to administer and implement these regulations and is referred to herein as the Floodplain Administrator. (Ord. 2012-29. Passed 7-24-12.)

(b) Duties and Responsibilities of the Floodplain Administrator. The duties and responsibilities of the Floodplain Administrator shall include but are not limited to:

- (1) Evaluate applications for permits to develop in special flood hazard areas.
- (2) Interpret floodplain boundaries and provide flood hazard and flood protection elevation information.

(3) Issue permits to develop in special flood hazard areas when the provisions of these regulations have been met, or refuse to issue the same in the event of noncompliance.

EXHIBIT A

(4) Inspect buildings and lands to determine whether any violations of these regulations have been committed.

(5) Make and permanently keep all records for public inspection necessary for the administration of these regulations including Flood Insurance Rate Maps, Letters of Map Amendment and Revision, records of issuance and denial of permits to develop in special flood hazard areas, determinations of whether development is in or out of special flood hazard areas for the purpose of issuing floodplain development permits, elevation certificates, variances, and records of enforcement actions taken for violations of these regulations.

(6) Enforce the provisions of these regulations.

(7) Provide information, testimony, or other evidence as needed during variance hearings.

(8) Coordinate map maintenance activities and FEMA follow-up.

(9) Conduct substantial damage determinations to determine whether existing structures, damaged from any source and in special flood hazard areas identified by FEMA, must meet the development standards of these regulations.

(c) Floodplain Development Permits. It shall be unlawful for any person to begin construction or other development activity including but not limited to filling; grading; construction; alteration, remodeling, or expanding any structure; or alteration of any watercourse wholly within, partially within or in contact with any identified special flood hazard area, as established in Section 1135.01 (f), until a floodplain development permit is obtained from the Floodplain Administrator. Such floodplain development permit shall show that the proposed development activity is in conformity with the provisions of these regulations. No such permit shall be issued by the Floodplain Administrator until the requirements of these regulations have been met.

(d) Application Required. An application for a floodplain development permit shall be required for all development activities located wholly within, partially within, or in contact with an identified special flood hazard area. Such application shall be made by the owner of the property or his/her authorized agent, herein referred to as the applicant, prior to the actual commencement of such construction on a form furnished for that purpose. Where it is unclear whether a development site is in a special flood hazard area, the Floodplain Administrator may require an application for a floodplain development permit to determine the development's location. Such applications shall include, but not be limited to:

(1) Site plans drawn to scale showing the nature, location, dimensions, and topography of the area in question; the location of existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.

(2) Elevation of the existing, natural ground where structures are proposed.

(3) Elevation of the lowest floor, including basement, of all proposed structures.

(4) Such other material and information as may be requested by the Floodplain Administrator to determine conformance with, and provide enforcement of these regulations.

EXHIBIT A

(5) Technical analyses conducted by the appropriate design professional registered in the State of Ohio and submitted with an application for a floodplain development permit when applicable:

A. Floodproofing certification for non-residential floodproofed structure as required in Section 1135.04(e).

B. Certification that fully enclosed areas below the lowest floor of a structure not meeting the design requirements of Section 1135.04(e) are designed to automatically equalize hydrostatic flood forces.

C. Description of any watercourse alteration or relocation that the flood carrying capacity of the watercourse will not be diminished, and maintenance assurances as required in Section 1135.04 (i)(3).

D. A hydrologic and hydraulic analysis demonstrating that the cumulative effect of proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood by more than one foot in special flood hazard areas where the Federal Emergency Management Agency has provided base flood elevations but no floodway as required by Section 1135.04 (i)(2).

E. A hydrologic and hydraulic engineering analysis showing impact of any development on flood heights in an identified floodway as required by Section 1135.04 (i)(1).

F. Generation of base flood elevation(s) for subdivision and large-scale developments as required by Section 1135.04(c).

(e) Review and Approval of a Floodplain Development Permit Application.

(1) Review.

A. After receipt of a complete application, the Floodplain Administrator shall review the application to ensure that the standards of these regulations have been met. No floodplain development permit application shall be reviewed until all information required in subsection (d) hereof has been received by the Floodplain Administrator.

B. The Floodplain Administrator shall review all floodplain development permit applications to assure that all necessary permits have been received from those federal, state or local governmental agencies from which prior approval is required. The applicant shall be responsible for obtaining such permits as required including permits issued by the U.S. Army Corps of Engineers under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act, and the Ohio Environmental Protection Agency under Section 401 of the Clean Water Act.

(2) Approval. Within thirty (30) days after the receipt of a complete application, the Floodplain Administrator shall either approve or disapprove the application. If an application is approved, a floodplain development permit shall be issued. All floodplain development permits shall be conditional upon the commencement of work within one (1) year. A floodplain development permit shall expire one (1) year after issuance unless the permitted activity has been substantially begun and is thereafter pursued to completion.

(f) Inspections. The Floodplain Administrator shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions.

EXHIBIT A

(g) Post-Construction Certifications Required. The following as-built certifications are required after a floodplain development permit has been issued:

(1) For new or substantially improved residential structures, or nonresidential structures that have been elevated, the applicant shall have a Federal Emergency Management Agency Elevation Certificate completed by a registered surveyor to record as-built elevation data. For elevated structures in Zone A and Zone AO areas without a base flood elevation, the elevation certificate may be completed by the property owner or owner's representative.

(2) For all development activities subject to the standards of Section 1135.03 (j) (1), a Letter of Map Revision.

(h) Revoking a Floodplain Development Permit. A floodplain development permit shall be revocable, if among other things, the actual development activity does not conform to the terms of the application and permit granted thereon. In the event of the revocation of a permit, an appeal may be taken to the Appeals Board in accordance with Section 1135.05 of these regulations.

(i) Exemption from Filing a Development Permit. An application for a floodplain development permit shall not be required for:

(1) Maintenance work such as roofing, painting, and basement sealing, or for small nonstructural development activities (except for filling and grading) valued at less than \$5,000.

(2) Development activities in an existing or proposed manufactured home park that are under the authority of the Ohio Department of Health and subject to the flood damage reduction provisions of the Ohio Administrative Code Section 3701.

(3) Major utility facilities permitted by the Ohio Power Siting Board under Chapter 4906 of the Ohio Revised Code.

(4) Hazardous waste disposal facilities permitted by the Hazardous Waste Siting Board under Chapter 3734 of the Ohio Revised Code.

(5) Development activities undertaken by a federal agency and which are subject to Federal Executive Order 11988 – Floodplain Management.

Any proposed action exempt from filing for a floodplain development permit is also exempt from the standards of these regulations.

(j) Map Maintenance Activities. To meet National Flood Insurance Program minimum requirements to have flood data reviewed and approved by FEMA, and to ensure that the City of Huron flood maps, studies and other data identified in Section 1135.01 (f) accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

(1) Requirement to submit new technical data.

A. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These development proposals include:

1. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;

EXHIBIT A

2. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;

3. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and

4. Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with Section 1135.04(c).

B. It is the responsibility of the applicant to have technical data, required in accordance with this chapter, prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall be the responsibility of the applicant.

C. The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

1. Proposed floodway encroachments that increase the base flood elevation; and
2. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

D. Floodplain development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Section 1135.03 (j) (1).

(2) Right to submit new technical data. The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the City Manager of the City of Huron, and may be submitted at any time.

(3) Annexation/detachment. Upon occurrence, the Floodplain Administrator shall notify FEMA in writing whenever the boundaries of the City have been modified by annexation or the community has assumed authority over an area, or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that the City of Huron's Flood Insurance Rate Map accurately represents the City of Huron's boundaries, include within such notification a copy of a map of the City suitable for reproduction, clearly showing the new corporate limits or the new area for which the City of Huron has assumed or relinquished floodplain management regulatory authority.

(k) Data Use and Flood Map Interpretation. The following guidelines shall apply to the use and interpretation of maps and other data showing areas of special flood hazard:

- (1) In areas where FEMA has not identified special flood hazard areas, or in FEMA identified special flood hazard areas where base flood elevation and floodway data have not been identified, the Floodplain Administrator shall review and reasonably utilize any other flood hazard data available from a federal, state, or other source.

- (2) Base flood elevations and floodway boundaries produced on FEMA flood maps and studies shall take precedence over base flood elevations and floodway boundaries by any other source that reflect a reduced floodway width and/or lower base flood elevations. Other sources of data, showing increased base flood elevations and/or larger floodway areas than are shown on FEMA flood maps and studies, shall be reasonably used by the Floodplain Administrator.

EXHIBIT A

(3) When Preliminary Flood Insurance Rate Maps and/or Flood Insurance Study have been provided by FEMA:

A. Upon the issuance of a Letter of Final Determination by the FEMA, the preliminary flood hazard data shall be used and replace all previously existing flood hazard data provided from FEMA for the purposes of administering these regulations.

B. Prior to the issuance of a Letter of Final Determination by FEMA, the use of preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in existing flood hazard data provided from FEMA. Such preliminary data may be subject to change and/or appeal to FEMA.

(4) The Floodplain Administrator shall make interpretations, where needed, as to the exact location of the flood boundaries and areas of special flood hazard. A person contesting the determination of the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 1135.05 , Appeals and Variances.

(5) Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations or flood protection elevations (as found on an elevation profile, floodway data table, established high water marks, etc.) shall prevail.

(l) Substantial Damage Determinations. Damages to structures may result from a variety of causes including flood, tornado, wind, heavy snow, fire, etc. After such a damage event, the Floodplain Administrator shall:

- (1) Determine whether damaged structures are located in special flood hazard areas;
- (2) Conduct substantial damage determinations for damaged structures located in special flood hazard areas; and

(3) Make reasonable attempt to notify owners of substantially damaged structures of the need to obtain a floodplain development permit prior to repair, rehabilitation, or reconstruction.

Additionally, the Floodplain Administrator may implement other measures to assist with the substantial damage determination and subsequent repair process. These measures include issuing press releases, public service announcements, and other public information materials related to the floodplain development permits and repair of damaged structures; coordinating with other federal, state, and local agencies to assist with substantial damage determinations; providing owners of damaged structures materials and other information related to the proper repair of damaged structures in special flood hazard areas; and assist owners of substantially damaged structures with Increased Cost of Compliance insurance claims.

(Ord. 2008-24. Passed 8-12-08.)

1135.04 USE AND DEVELOPMENT STANDARDS FOR FLOOD HAZARD REDUCTION.

The following use and development standards apply to development wholly within, partially within, or in contact with any special flood hazard area as established in this chapter:

(a) Use Regulations.

(1) Permitted uses. All uses not otherwise prohibited in this section or any other applicable land use regulations adopted by the City of Huron are allowed provided they meet the provisions of these regulations.

(2) Prohibited uses.

A. Private water supply systems in all special flood hazard areas identified by FEMA, permitted under Chapter 3701 of the Ohio Revised Code.

B. Infectious waste treatment facilities in all special flood hazard areas, permitted under Chapter 3734 of the Ohio Revised Code.

(b) Water and Wastewater Systems. The following standards apply to all water supply, sanitary sewerage and waste disposal systems not otherwise regulated by the Ohio Revised Code:

(1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems;

(2) New and replacement sanitary sewerage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,

(3) On-site waste disposal systems shall be located to avoid impairment to or contamination from them during flooding.

(c) Subdivisions and Large Developments.

(1) All subdivision proposals shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations;

(2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;

(3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and

(4) In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.

(5) The applicant shall meet the requirement to submit technical data to FEMA in Section 1135.03 (j) (1)D. when a hydrologic and hydraulic analysis is completed that generates base flood elevations as required by Section 1135.04 (c) (4).

(d) Residential Structures.

(1) New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Where a structure, including its

EXHIBIT A

foundation members, is elevated on fill to or above the base flood elevation, the requirements for anchoring and construction materials resistant to flood damage are satisfied.

(2) New construction and substantial improvements shall be constructed with methods and materials resistant to flood damage.

(3) New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.

(4) New construction and substantial improvement of any residential structure, including manufactured homes, shall have the lowest floor, including basement, elevated to or above the flood protection elevation. In Zone A areas, with no elevations specified, the structure shall have the lowest floor, including basement, elevated at least two (2) feet above the highest adjacent natural grade.

(5) New construction and substantial improvements, including manufactured homes, that do not have basements and that are elevated to the flood protection elevation using pilings, columns, posts, or solid foundation perimeter walls with openings sufficient to allow unimpeded movement of flood waters may have an enclosure below the lowest floor provided the enclosure meets the following standards:

- A. Be used only for the parking of vehicles, building access, or storage; and
- B. Be designed and certified by a registered professional engineer or architect to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters; or
- C. Have a minimum of two openings on different walls having a total net area not less than one square inch for every square foot of enclosed area, and the bottom of all such openings being no higher than one foot above grade. The openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(6) Manufactured homes shall be affixed to a permanent foundation and anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.

(7) Repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure, shall be exempt from the development standards of this section.

(e) Nonresidential Structures.

(1) New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of Section 1135.04 (d) (1), (2), (3), (5) and (7).

(2) New construction and substantial improvement of any commercial, industrial or other non-residential structure shall either have the lowest floor, including basement,

EXHIBIT A

elevated to or above the level of the flood protection elevation; or, together with attendant utility and sanitary facilities, shall meet all of the following standards:

A. Be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water to the level of the flood protection elevation;

B. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and,

C. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with A. and B. of this subsection.

(3) In Zone A areas with no elevation specified, the structure shall have the lowest floor, including basement, elevated at least two (2) feet above the highest adjacent natural grade.

(f) Accessory Structures. Relief to the elevation or dry floodproofing standards may be granted for accessory structures containing no more than 600 square feet. Such structures must meet the following standards:

(1) They shall not be used for human habitation;

(2) They shall be constructed of flood resistant materials;

(3) They shall be constructed and placed on the lot to offer the minimum resistance to the flow of floodwaters;

(4) They shall be firmly anchored to prevent flotation;

(5) Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the level of the flood protection elevation; and

(6) They shall meet the opening requirements of Section 1135.04 (d)(5)C.;

(g) Recreational Vehicles. Recreational vehicles must meet at least one of the following standards:

(1) They shall not be located on sites in special flood hazard areas for more than 180 days, or

(2) They must be fully licensed and ready for highway use, or

(3) They must meet all standards of Section 1135.04(d).

(h) Above Ground Gas or Liquid Storage Tanks. All above ground gas or liquid storage tanks shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.

(i) Assurance of Flood Carrying Capacity. Pursuant to the purpose and methods of reducing flood damage stated in these regulations, the following additional standards are adopted to assure that the reduction of the flood carrying capacity of watercourses is minimized:

(1) Development in floodways.

A. In floodway areas, development shall cause no increase in flood levels during the occurrence of the base flood discharge. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that the proposed development would not result in any increase in the base flood elevation; or

EXHIBIT A

B. Development in floodway areas causing increases in the base flood elevation may be permitted provided all of the following are completed by the applicant:

1. Meet the requirements to submit technical data in Section 1135.03 (j) (1);
2. An evaluation of alternatives, which would not result in increased base flood elevations and an explanation why these alternatives are not feasible;
3. Certification that no structures are located in areas that would be impacted by the increased base flood elevation;
4. Documentation of individual legal notices to all impacted property owners within and outside the community, explaining the impact of the proposed action on their property; and
5. Concurrence of the City Manager of the City of Huron and the Chief Executive Officer of any other communities impacted by the proposed actions.

(2) Development in riverine areas with base flood elevations but no floodways.

A. In riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated, the cumulative effect of any proposed development, when combined with all other existing and anticipated development, shall not increase the base flood elevation more than .5 (one-half) foot at any point. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that this standard has been met; or,

B. Development in riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated causing more than .5 (one-half) foot increase in the base flood elevation may be permitted provided all of the following are completed by the applicant:

1. An evaluation of alternatives which would result in an increase of .5 (one-half) foot or less of the base flood elevation and an explanation why these alternatives are not feasible;
2. Section 1135.04(i)(1)B., items 1, 3, 4, and 5.

(3) Alterations of a watercourse. For the purpose of these regulations, a watercourse is altered when any change occurs within its banks. The extent of the banks shall be established by a field determination of the "bankfull stage." The field determination of "bankfull stage" shall be based on methods presented in Chapter 7 of the USDA Forest Service General Technical Report RM-245, Stream Channel Reference Sites: An Illustrated Guide to Field Technique or other applicable publication available from a Federal, State, or other authoritative source. For all proposed developments that alter a watercourse, the following standards apply:

A. The bankfull flood carrying capacity of the altered or relocated portion of the watercourse shall not be diminished. Prior to the issuance of a floodplain development permit, the applicant must submit a description of the extent to which any watercourse will be altered or relocated as a result of the proposed development, and certification by a registered professional engineer that the bankfull flood carrying capacity of the watercourse will not be diminished.

B. Adjacent communities, the U.S. Army Corps of Engineers, and the Ohio Department of Natural Resources, Division of Water, must be notified prior to any alteration or

EXHIBIT A

relocation of a watercourse. Evidence of such notification must be submitted to the Federal Emergency Management Agency.

C. The applicant shall be responsible for providing the necessary maintenance for the altered or relocated portion of said watercourse so that the flood carrying capacity will not be diminished. The Floodplain Administrator may require the permit holder to enter into an agreement with the City of Huron specifying the maintenance responsibilities. If an agreement is required, it shall be made a condition of the floodplain development permit.

D. The applicant shall meet the requirements to submit technical data in Section 1135.03 (j)(1)A.3. when an alteration of a watercourse results in the relocation or elimination of the special flood hazard area, including the placement of culverts.

(Ord. 2008-24. Passed 8-12-08.)

1135.05 APPEALS AND VARIANCES.

(a) Appeals Board Established. The Board of Building and Zoning Appeals of the City of Huron shall hear and decide any and all appeals or variances from these regulations.

(b) Powers and Duties.

(1) The Appeals Board shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Floodplain Administrator in the administration or enforcement of these regulations.

(2) Authorize variances in accordance with subsection (d) of these regulations.

(c) Appeals. Any person affected by any notice and order, or other official action of the Floodplain Administrator may request and shall be granted a hearing on the matter before the Appeals Board provided that such person shall file, within five (5) days of the date of such notice and order, or other official action, a brief statement of the grounds for such hearing or for the mitigation of any item appearing on any order of the Floodplain Administrator's decision. Such appeal shall be in writing, signed by the applicant, and be filed with the Floodplain Administrator. Upon receipt of the appeal, the Floodplain Administrator shall transmit said notice and all pertinent information on which the Floodplain Administrator's decision was made to the Appeals Board.

Upon receipt of the notice of appeal, the Appeals Board shall fix a reasonable time for the appeal, give notice in writing to parties in interest, and decide the appeal within a reasonable time after it is submitted.

(d) Variances. Any person believing that the use and development standards of these regulations would result in unnecessary hardship may file an application for a variance. The Appeals Board shall have the power to authorize, in specific cases, such variances from the standards of these regulations, not inconsistent with Federal regulations, as will not be contrary to the public interest where, owing to special conditions of the lot or parcel, a literal enforcement of the provisions of these regulations would result in unnecessary hardship.

(1) Application for a variance.

EXHIBIT A

A. Any owner, or agent thereof, of property for which a variance is sought shall make an application for a variance by filing it with the Floodplain Administrator, who upon receipt of the variance shall transmit it to the Appeals Board.

B. Such application at a minimum shall contain the following information: Name, address, and telephone number of the applicant; legal description of the property; parcel map; description of the existing use; description of the proposed use; location of the floodplain; description of the variance sought; and reason for the variance request.

C. All applications for a variance shall be accompanied by the fee established by the City Council for appearances before the Board.

(2) Public hearing. At such hearing the applicant shall present such statements and evidence as the Appeals Board requires. In considering such variance applications, the Appeals Board shall consider and make findings of fact on all evaluations, all relevant factors, standards specified in other sections of these regulations and the following factors:

- A. The danger that materials may be swept onto other lands to the injury of others.
- B. The danger to life and property due to flooding or erosion damage.
- C. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
- D. The importance of the services provided by the proposed facility to the community.
- E. The availability of alternative locations for the proposed use that are not subject to flooding or erosion damage.
- F. The necessity to the facility of a waterfront location, where applicable.
- G. The compatibility of the proposed use with existing and anticipated development.
- H. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area.
- I. The safety of access to the property in times of flood for ordinary and emergency vehicles.
- J. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
- K. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

(3) Variances shall only be issued upon:

- A. A showing of good and sufficient cause.
- B. A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the property. Increased cost or inconvenience of meeting the requirements of these regulations does not constitute an exceptional hardship to the applicant.
- C. A determination that the granting of a variance will not result in increased flood heights beyond that which is allowed in these regulations; additional threats to public safety; extraordinary public expense, nuisances, fraud on or victimization of the public, or conflict with existing local laws.
- D. A determination that the structure or other development is protected by methods to minimize flood damages.

EXHIBIT A

E. A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

Upon consideration of the above factors and the purposes of these regulations, the Appeals Board may attach such conditions to the granting of variances, as it deems necessary to further the purposes of these regulations.

(4) Other conditions for variances.

A. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

B. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items in subsection (d) hereof have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

C. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(5) Procedure at hearings.

A. All testimony shall be given under oath.

B. A complete record of the proceedings shall be kept, except confidential deliberations of the Board, but including all documents presented and a verbatim record of the testimony of all witnesses.

C. The applicant shall proceed first to present evidence and testimony in support of the appeal or variance.

D. The administrator may present evidence or testimony in opposition to the appeal or variance.

E. All witnesses shall be subject to cross-examination by the adverse party or their counsel.

F. Evidence that is not admitted may be proffered and shall become part of the record for appeal.

G. The Board shall issue subpoenas upon written request for the attendance of witnesses. A reasonable deposit to cover the cost of issuance and service shall be collected in advance.

H. The Board shall prepare conclusions of fact supporting its decision. The decision may be announced at the conclusion of the hearing and thereafter issued in writing or the decision may be issued in writing within a reasonable time after the hearing.

(6) Appeal to the Court. Those aggrieved by the decision of the Appeals Board may appeal such decision to the Erie County Court of Common Pleas, as provided in Chapter 2506 of the Ohio Revised Code.

(Ord. 2008-24. Passed 8-12-08.)

1135.06 ENFORCEMENT.

(a) Compliance Required.

(1) No structure or land shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged or altered without full compliance with the terms of these regulations and all other applicable regulations which apply to uses within the jurisdiction of these regulations, unless specifically exempted from filing for a development permit as stated in Section 1135.03(i).

(2) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with Section 1135.06.

(3) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications or amendments thereto. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with subsection (c).

(b) Notice of Violation. Whenever the Floodplain Administrator determines that there has been a violation of any provision of these regulations, he shall give notice of such violation to the person responsible therefor and order compliance with these regulations as hereinafter provided. Such notice and order shall:

(1) Be put in writing on an appropriate form;

(2) Include a list of violations, referring to the section or sections of these regulations that have been violated, and order remedial action, which, if taken, will effect compliance with the provisions of these regulations;

(3) Specify a reasonable time for performance;

(4) Advise the owner, operator, or occupant of the right to appeal;

(5) Be served on the owner, occupant, or agent in person. However, this notice and order shall be deemed to be properly served upon the owner, occupant, or agent if a copy thereof is sent by registered or certified mail to the person's last known mailing address, residence, or place of business, and/or a copy is posted in a conspicuous place in or on the dwelling affected.

(c) Violations and Penalties. Violation of the provisions of these regulations or failure to comply with any of its requirements shall be deemed to be a strict liability offense, and shall constitute a fourth (4th) degree misdemeanor. Any person who violates these regulations or fails to comply with any of its requirements shall upon conviction thereof be fined or imprisoned as provided by the laws of the City of Huron. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Huron from taking such other lawful action as is necessary to prevent or remedy any violation. The City of Huron shall prosecute any violation of these regulations in accordance with the penalties stated herein.

(Ord. 2008-24. Passed 8-12-08.)

EXHIBIT B

CHAPTER 1135

Flood Hazard Zoning/Flood Damage Reduction

1135.01 General provisions.

1135.02 Definitions.

1135.03 Administration.

1135.04 Use and development standards for flood hazard reduction.

1135.05 Appeals and variances.

1135.06 Enforcement.

CROSS REFERENCES

Flood control bonds; public capital improvements - see Ohio Const., Art. VIII, Sec. 21; Ohio R.C. 129.70 et seq.

County Commission flood control aid to governmental units - see Ohio R.C. 307.77

Basis of zoning districts - see Ohio R.C. 713.10

Marking flood areas - see Ohio R.C. 1521.14

1135.01: GENERAL PROVISIONS

- a) **Statutory Authorization.** ARTICLE XVIII, Section 3, of the Ohio Constitution grants municipalities the legal authority to adopt land use and control measures for promoting the health, safety, and general welfare of its citizens. Therefore, the City Council of Huron, State of Ohio, does ordain as follows:
- b) **Findings of Fact.** The City of Huron has special flood hazard areas that are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. Additionally, structures that are inadequately elevated, floodproofed, or otherwise protected from flood damage also contribute to the flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted.
- c) **Statement of Purpose.** It is the purpose of these regulations to promote the public health, safety and general welfare, and to:
 - 1. Protect human life and health;
 - 2. Minimize expenditure of public money for costly flood control projects;
 - 3. Minimize the need for rescue and relief efforts associated with flooding and
 - 4. generally undertaken at the expense of the general public;
 - 5. Minimize prolonged business interruptions;
 - 6. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;

EXHIBIT B

7. Help maintain a stable tax base by providing for the proper use and development of areas of special flood hazard so as to protect property and minimize future flood blight areas;
 8. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions;
 9. Minimize the impact of development on adjacent properties within and near flood prone areas;
 10. Ensure that the flood storage and conveyance functions of the floodplain are maintained;
 11. Minimize the impact of development on the natural, beneficial values of the floodplain;
 12. Prevent floodplain uses that are either hazardous or environmentally incompatible; and
 13. Meet community participation requirements of the National Flood Insurance Program.
- d) **Methods of Reducing Flood Loss.** In order to accomplish its purposes, these regulations include methods and provisions for:
1. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water hazards, or which result in damaging increases in flood heights or velocities;
 2. Requiring that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
 3. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
 4. Controlling filling, grading, dredging, excavating, and other development which may increase flood damage; and,
 5. Preventing or regulating the construction of flood barriers, which will unnaturally divert flood, waters or which may increase flood hazards in other areas.
- e) **Lands to Which These Regulations Apply.** These regulations shall apply to all areas of special flood hazard within the jurisdiction of the City of Huron as identified in Section 1135.01(f), including any additional areas of special flood hazard annexed by the City of Huron.
- f) **Basis for Establishing the Areas of Special Flood Hazard.** For the purposes of these regulations, the following studies and/or maps are adopted:
1. Flood Insurance Study Erie County, Ohio and Incorporated Areas, and Flood Insurance Rate Map Erie County, Ohio and Incorporated Areas, both effective September 1, 2022.
 2. Other studies and/or maps, which may be relied upon for establishment of the flood protection elevation, delineation of the 100-year floodplain, floodways or delineation of other areas of special flood hazard.

EXHIBIT B

3. Any hydrologic and hydraulic engineering analysis authored by a registered Professional Engineer in the State of Ohio which has been approved by the City of Huron as required by Section 4.3 Subdivisions and Other New Developments.

Any revisions to the aforementioned maps and/or studies are hereby adopted by reference and declared to be a part of these regulations. Such maps and/or studies are on file at the City of Huron Planning and Zoning Department, 417 Main Street, Huron, Ohio.

- g) **Abrogation and Greater Restrictions.** These regulations are not intended to repeal any existing ordinances including subdivision regulations, zoning or building codes. In the event of a conflict between these regulations and any other ordinance the more restrictive shall be followed. These regulations are not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this ordinance and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- h) **Interpretation.** Within the interpretation and application of these regulations, all provisions shall be:
 1. Considered as minimum requirements;
 2. Liberally construed in favor of the governing body; and,
 3. Deemed neither to limit nor repeal any other powers granted under state statutes. Where a provision of these regulations may be in conflict with a state or Federal law, such state or Federal law shall take precedence over these regulations.
- i) **Warning and Disclaimer of Liability.** The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. These regulations do not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. These regulations shall not create liability on the part of the City of Huron, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damage that results from reliance on these regulations or any administrative decision lawfully made thereunder.
- j) **Severability.** Should any section or provision of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

EXHIBIT B

1135.02: DEFINITIONS

Unless specifically defined below, words or phrases used in these regulations shall be interpreted so as to give them the meaning they have in common usage and to give these regulations the most reasonable application.

Accessory Structure

A structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal structure.

Appeal

A request for review of the floodplain administrator's interpretation of any provision of these regulations or a request for a variance.

Base Flood

The flood having a one percent chance of being equaled or exceeded in any given year. The base flood may also be referred to as the 1% chance annual flood or one-hundred (100) year flood.

Base (100-Year) Flood Elevation (BFE)

The water surface elevation of the base flood in relation to a specified datum, usually the National Geodetic Vertical Datum of 1929 or the North American Vertical Datum of 1988, and usually expressed in Feet Mean Sea Level (MSL). In Zone AO areas, the base flood elevation is the lowest adjacent natural grade elevation plus the depth number (from 1 to 3 feet).

Basement

Any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall

A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Coastal high hazard area

An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast, and any other area subject to high velocity wave action from storms or seismic sources. A coastal high hazard area is identified on a community's FIRM by the designation of zone VE.

Conservation Easement

A legally binding document recorded with the intent to preserve land for future generations by restricting or conditioning certain rights or uses, such as the right to subdivide or develop the property, to protect conservation values, such as the preservation of agricultural and forestry lands and the protection of water quality.

Development

EXHIBIT B

Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Enclosure Below the Lowest Floor

See “Lowest Floor.”

Executive Order 11988 (Floodplain Management)

Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

Federal Emergency Management Agency (FEMA)

The agency with the overall responsibility for administering the National Flood Insurance Program.

Fill

A deposit of earth material placed by artificial means.

Flood or Flooding

A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters, and/or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Hazard Boundary Map (FHBM)

Usually the initial map, produced by the Federal Emergency Management Agency, or U.S. Department of Housing and Urban Development, for a community depicting approximate special flood hazard areas.

Flood Insurance Rate Map (FIRM)

An official map on which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has delineated the areas of special flood hazard.

Flood Insurance Risk Zones

Zone designations on FHBMs and FIRMs that indicate the magnitude of the flood hazard in specific areas of a community. Following are the zone definitions:

Zone A:

Special flood hazard areas inundated by the 100-year flood in any given year; base flood elevations are not determined.

Zones A1-30 and Zone AE:

Special flood hazard areas inundated by the 100-year flood in any given year; base flood elevations are determined.

Zone AO:

EXHIBIT B

Special flood hazard areas inundated by the 100-year flood in any given year; with flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths are determined.

Zone AH:

Special flood hazard areas inundated by the 100-year flood in any given year; flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations are determined.

Zone A99:

Special flood hazard areas inundated by the 100-year flood to be protected from the 100-year flood by a Federal flood protection system under construction; no base flood elevations are determined.

Zone B and Zone X (shaded):

Areas of 500-year flood; areas subject to the 100-year flood with average depths of less than 1 foot or with contributing drainage area less than 1 square mile; and areas protected by levees from the base flood.

Zone C and Zone X (unshaded):

Areas determined to be outside the 500-year floodplain.

Zone V

Coastal special flood hazard area subject to a 100-year flood from velocity hazard (wave action); base flood elevations are not determined.

Zone VE and V1-30

Coastal special flood hazard area subject to a 100-year from velocity hazard (wave action); base flood elevations are determined.

Flood Insurance Study (FIS)

The official report in which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has provided flood profiles, floodway boundaries (sometimes shown on Flood Boundary and Floodway Maps), and the water surface elevations of the base flood.

Floodproofing

Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Flood Protection Elevation

The Flood Protection Elevation, or FPE, is the base flood elevation plus two (2) feet of freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations, or base flood elevations determined and/or approved by the floodplain administrator.

Floodway

A floodway is the channel of a river or other watercourse and the adjacent land areas that have been reserved in order to pass the base flood discharge. A floodway is typically determined through a hydraulic and hydrologic engineering analysis such that the cumulative increase in the water surface elevation of the base flood discharge is no more than a designated height. In no case shall the designated height be more than one-half (0.5) foot at any point within the community.

EXHIBIT B

The floodway is an extremely hazardous area, and is usually characterized by any of the following: Moderate to high velocity flood waters, high potential for debris and projectile impacts, and moderate to high erosion forces.

Freeboard

A factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effect of urbanization in a watershed.

Historic structure

Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listings on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or
3. Individually listed on the State of Ohio's inventory of historic places maintained by the Ohio Historic Preservation Office.
4. Individually listed on the inventory of historic places maintained by Huron's historic preservation program, which program is certified by the Ohio Historic Preservation Office.

Hydrologic and hydraulic engineering analysis

An analysis performed by a professional engineer, registered in the State of Ohio, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

Letter of Map Change (LOMC)

A Letter of Map Change is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMCs are broken down into the following categories:

Letter of Map Amendment (LOMA)

A revision based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property is not located in a special flood hazard area.

Letter of Map Revision (LOMR)

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether

EXHIBIT B

a structure or parcel has been elevated by fill above the base flood elevation and is, therefore, excluded from the special flood hazard area.

Conditional Letter of Map Revision (CLOMR)

A comment by FEMA regarding a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area. A CLOMR does not amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Limit of Moderate Wave Action (LiMWA)

A line shown on a Flood Insurance Rate Map to indicate the inland limit of the 1.5-ft breaking wave height during the base flood.

Lowest floor

The lowest floor of the lowest enclosed area (including basement) of a structure. This definition excludes an "enclosure below the lowest floor" which is an unfinished or flood resistant enclosure usable solely for parking of vehicles, building access or storage, in an area other than a basement area, provided that such enclosure is built in accordance with the applicable design requirements specified in these regulations for enclosures below the lowest floor.

Manufactured home

A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle". For the purposes of these regulations, a manufactured home includes manufactured homes and mobile homes as defined in Chapter 4781 of the Ohio Revised Code.

Mean sea level

For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Manufactured home park

As specified in the Ohio Adm. Code 4781-12-01(K), a manufactured home park means any tract of land upon which three or more manufactured homes, used for habitation are parked, either free of charge or for revenue purposes, and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the facilities of the park. A tract of land that is subdivided and the individual lots are not for rent or rented, but are for sale or sold for the purpose of installation of manufactured homes on the lots, is not a manufactured home park, even though three or more manufactured homes are parked thereon, if the roadways are dedicated to the local government authority. Manufactured home park does not include any tract of land used solely for the storage or display for sale of manufactured homes.

Moderate Wave Action Area (MoWA)

A special flood hazard area subject to the potential for breaking wave heights of greater than or equal to 1.5 feet, but less than 3 feet, where the primary source of flooding is storm surges, seiches.

EXHIBIT B

A MoWA is an area within zone AE on a FIRM that is between the inland limit of zone VE and a Limit of Moderate Wave Action, where identified. (Also known as “Coastal A Zone”).

National Flood Insurance Program (NFIP)

The NFIP is a Federal program enabling property owners in participating communities to purchase insurance protection against losses from flooding. This insurance is designed to provide an insurance alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods. Participation in the NFIP is based on an agreement between local communities and the Federal government that states if a community will adopt and enforce floodplain management regulations to reduce future flood risks to all development in special flood hazard areas, the Federal government will make flood insurance available within the community as a financial protection against flood loss.

New construction

Structures for which the "start of construction" commenced on or after the effective date of a floodplain regulation adopted by the City of Huron and includes any subsequent improvements to such structures.

For the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM April 3, 1978 or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures.

Person

Includes any individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies. An agency is further defined in the Ohio Rev. Code §111.15(A)(2) as any governmental entity of the state and includes, but is not limited to, any board, department, division, commission, bureau, society, council, institution, state college or university, community college district, technical college district, or state community college. “Agency” does not include the general assembly, the controlling board, the adjutant general’s department, or any court.

Recreational vehicle

A vehicle which is (1) built on a single chassis, (2) 400 square feet or less when measured at the largest horizontal projection, (3) designed to be self-propelled or permanently towable by a light duty truck, and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Registered Professional Architect

A person registered to engage in the practice of architecture pursuant to Ohio Rev. Code §4703.01 and 4703.19.

Registered Professional Engineer

A person registered as a professional engineer pursuant to Ohio Rev. Code Chapter 4733.

Registered Professional Surveyor

A person registered as a professional surveyor pursuant to Ohio Rev. Code Chapter 4733.

EXHIBIT B

Riparian Buffer

A riparian buffer is a vegetated area (usually forested) near a stream, which helps shade and partially protect a stream from the impact of adjacent land uses. Riparian buffers play a key role in enhancing water quality in associated streams, rivers, and lakes, thus providing environmental benefits.

Special Flood Hazard Area

Also known as “Areas of Special Flood Hazard”, it is the land in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are designated by the Federal Emergency Management Agency on Flood Insurance Rate Maps, Flood Insurance Studies, Flood Boundary and Floodway Maps and Flood Hazard Boundary Maps as Zones A, AE, AH, AO, A1-30, A99, or V, VE. Special flood hazard areas may also refer to areas that are flood prone and designated from other federal state or local sources of data including but not limited to historical flood information reflecting high water marks, previous flood inundation areas, and flood prone soils associated with a watercourse.

Start of construction

The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of a building.

Structure

A walled and roofed building, manufactured home, or gas or liquid storage tank that is principally above ground.

Substantial Damage

Damage of any origin sustained by a structure whereby the cost of restoring the structure to the ‘before damaged’ condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial damage also means flood related damage sustained by a structure on two (2) separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial Improvement

Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction"

EXHIBIT B

of the improvement. This term includes structures, which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure," provided that the alteration would not preclude the structure's continued designation as a "historic structure".

SWPPP

Stormwater Pollution Prevention Plan (SWPPP) is a site-specific, written document signed by a developer that (1) identifies all of the activities and conditions at their site that could cause water pollution, and (2) details the steps the facility will take to prevent the discharge of any unpermitted pollution.

Variance

A grant of relief from the standards of these regulations.

Violation

The failure of a structure or other development to be fully compliant with these regulations.

1135.03: ADMINISTRATION

(a) Designation of the Floodplain Administrator. The Planning Director or their designee is hereby appointed to administer and implement these regulations and is referred to herein as the Floodplain Administrator.

(b) Duties and Responsibilities of the Floodplain Administrator. The duties and responsibilities of the Floodplain Administrator shall include but are not limited to:

1. Evaluate applications for permits to develop in special flood hazard areas.
2. Interpret floodplain boundaries and provide flood hazard and flood protection elevation information.
3. Issue permits to develop in special flood hazard areas when the provisions of these regulations have been met, or refuse to issue the same in the event of noncompliance.
4. Inspect buildings and lands to determine whether any violations of these regulations have been committed.
5. Make and permanently keep all records for public inspection necessary for the administration of these regulations including Flood Insurance Rate Maps, Letters of Map Amendment and Revision, records of issuance and denial of permits to develop in special flood hazard areas, determinations of whether development is in or out of special flood hazard areas for the purpose of issuing floodplain development permits, elevation certificates, floodproofing certificates, VE-zone construction certifications, variances, and records of enforcement actions taken for violations of these regulations.
6. Enforce the provisions of these regulations.
7. Provide information, testimony, or other evidence as needed during variance hearings.
8. Coordinate map maintenance activities and FEMA follow-up.
9. Conduct substantial damage determinations to determine whether existing structures, damaged from any source and in special flood hazard areas identified by FEMA, must meet the development standards of these regulations.

(c) Floodplain Development Permits. It shall be unlawful for any person to begin construction or other development activity including but not limited to filling, grading, construction, alteration, remodeling, or expanding any structure; or alteration of any watercourse wholly within, partially within or in contact with any identified special flood hazard area, as established in Section 1135.01(f), until a floodplain development permit is obtained from the Floodplain Administrator. Such floodplain development permit shall show that the proposed development activity is in conformity with the provisions of these regulations. No such permit shall be issued by the Floodplain Administrator until the requirements of these regulations have been met.

(d) Application Required. An application for a floodplain development permit shall be required for all development activities located wholly within, partially within, or in contact with an identified special flood hazard area. Such application shall be made by the owner

EXHIBIT B

of the property or his/her authorized agent, herein referred to as the applicant, prior to the actual commencement of such construction on a form furnished for that purpose. Where it is unclear whether a development site is in a special flood hazard area, the Floodplain Administrator may require an application for a floodplain development permit to determine the development's location. Such applications shall include, but not be limited to:

1. Site plans drawn to scale showing the nature, location, dimensions, and topography of the area in question; the location of existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.
2. Elevation of the existing, natural ground where structures are proposed.
3. Elevation of the lowest floor, including basement, of all proposed structures.
4. Such other material and information as may be requested by the Floodplain Administrator to determine conformance with, and provide enforcement of these regulations.
5. Technical analyses conducted by the appropriate design professional registered in the State of Ohio and submitted with an application for a floodplain development permit when applicable:
 - A. Floodproofing certification for non-residential floodproofed structure as required in Section 1135.04(e).
 - B. Certification that fully enclosed areas below the lowest floor of a structure not meeting the design requirements of Section 1135.04(e) are designed to automatically equalize hydrostatic flood forces.
 - C. Description of any watercourse alteration or relocation that the flood carrying capacity of the watercourse will not be diminished, and maintenance assurances as required in Section 1135.04(i)(3).
 - D. A hydrologic and hydraulic analysis demonstrating that the cumulative effect of proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood by more than one-half (0.5) foot in special flood hazard areas where the Federal Emergency Management Agency has provided base flood elevations but no floodway as required by Section 1135.04(i)(2).
 - E. A hydrologic and hydraulic engineering analysis showing impact of any development on flood heights in an identified floodway as required by Section 1135.04(i)(1).
 - F. Generation of base flood elevation(s) for subdivision and other new developments as required by Section 1135.04(c).
 - G. Certification of structural design and methods of construction for VE zone construction as required by Section 1135.04(j)(1)
 - H. Certification of breakaway wall design, when applicable, as provided in Section 1135.04(j)(1)
6. A Floodplain Development Permit Application Fee set by the Schedule of Fees adopted by the City of Huron. The following applicable fees shall be included with the application as follow:
 - A. Single-family residential lots – \$100.00

B. All other lots – \$300.00

(e) Review and Approval of a Floodplain Development Permit Application

1. Review

A. After receipt of a complete application, the Floodplain Administrator shall review the application to ensure that the standards of these regulations have been met. No floodplain development permit application shall be reviewed until all information required in subsection (d) has been received by the Floodplain Administrator.

B. The Floodplain Administrator shall review all floodplain development permit applications to assure that all necessary permits have been received from those federal, state or local governmental agencies from which prior approval is required. The applicant shall be responsible for obtaining such permits as required including permits issued by the U.S. Army Corps of Engineers under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act, and the Ohio Environmental Protection Agency under Section 401 of the Clean Water Act.

2. Approval

A. Within thirty (30) days after the receipt of a complete application, the Floodplain Administrator shall either approve or disapprove the application. If the Floodplain Administrator is satisfied that the development proposed in the floodplain development application conforms to the requirements of this ordinance, the Floodplain Administrator shall issue the permit. All floodplain development permits shall be conditional upon the commencement of work within 180 days. A floodplain development permit shall expire 180 days after issuance unless the permitted activity has been substantially begun and is thereafter pursued to completion.

(f) Inspections. The Floodplain Administrator shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions.

(g) Post-Construction Certifications Required. The following as-built certifications are required after a floodplain development permit has been issued:

1. For new or substantially improved residential structures, or nonresidential structures that have been elevated, the applicant shall have a *Federal Emergency Management Agency Elevation Certificate* completed by a registered professional surveyor to record as-built elevation data. For elevated structures in Zone A and Zone AO areas without a base flood elevation, the elevation certificate may be completed by the property owner or owner's representative.
2. For all development activities subject to the standards of Section 1135.03(k)(1) a Letter of Map Revision.
3. For new or substantially improved nonresidential structures that have been floodproofed in lieu of elevation, where allowed, the applicant shall supply a completed *Floodproofing*

EXHIBIT B

Certificate for Non-Residential Structures completed by a registered professional engineer or architect together with associated documentation.

- (h) Revoking a Floodplain Development Permit.** A floodplain development permit shall be revocable, if among other things, the actual development activity does not conform to the terms of the application and permit granted thereon. In the event of the revocation of a permit, an appeal may be taken to the Appeals Board in accordance with Section 1135.05 of these regulations.
- (i) Exemption from Filing a Development Permit.** An application for a floodplain development permit shall not be required for maintenance work such as roofing, painting, and basement sealing, or for small nonstructural development activities (except for filling and grading) valued at less than \$2500.
- (j) State and Federal Development**
1. Development that is funded, financed, undertaken, or preempted by state agencies shall comply with minimum NFIP criteria.
 2. Before awarding funding or financing or granting a license, permit, or other authorization for a development that is or is to be located within a 100-year floodplain, a state agency shall require the applicant to demonstrate to the satisfaction of the agency that the development will comply with minimum NFIP criteria and any applicable local floodplain management resolution or ordinance as required by Ohio Revised Code Section 1521.13. This includes, but is not limited to:
 - A. Development activities in an existing or proposed manufactured home park that are under the authority of the Ohio Department of Commerce and subject to the flood damage reduction provisions of the Ohio Administrative Code Section 4781-12.
 - B. Major utility facilities permitted by the Ohio Power Siting Board under Section 4906 of the Ohio Revised Code.
 - C. Hazardous waste disposal facilities permitted by the Hazardous Waste Siting Board under Section 3734 of the Ohio Revised Code.
 - D. Development activities undertaken by a federal agency and which are subject to Federal Executive Order 11988 – Floodplain Management.

Each federal agency has a responsibility to evaluate the potential effects of any actions it may take in a floodplain; to ensure that its planning programs and budget request reflect consideration of flood hazards and floodplain management; and to prescribe procedures to implement the policies and requirements of EO 11988.

- (k) Map Maintenance Activities.** To meet National Flood Insurance Program minimum requirements to have flood data reviewed and approved by FEMA, and to ensure that the City of Huron flood maps, studies and other data identified in Section 1135.01(f) accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

1. Requirement to Submit New Technical Data

EXHIBIT B

A. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These development proposals include:

- a. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
- b. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
- c. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
- d. Subdivision or other new development proposals requiring the establishment of base flood elevations in accordance with Section 1135.04(c).

B. It is the responsibility of the applicant to have technical data, required in accordance with Section 1135.03(k)(1), prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall be the responsibility of the applicant.

C. The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

- a. Proposed floodway encroachments that increase the base flood elevation; and
- b. Proposed development which increases the base flood elevation by more than one foot in riverine areas where FEMA has provided base flood elevations but no floodway.

D. Floodplain development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Section 1135.03(k)(1)(A).

2. Right to Submit New Technical Data. The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the City Manager of Huron and may be submitted at any time.

3. Annexation / Detachment. Upon occurrence, the Floodplain Administrator shall notify FEMA in writing whenever the boundaries of the City of Huron have been modified by annexation or the community has assumed authority over an area, or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that the City of Huron's Flood Insurance Rate Map accurately represent the City of Huron boundaries, include within such notification a copy of a map of the City of Huron suitable for reproduction, clearly showing the new corporate limits or the new area for which the City of Huron has assumed or relinquished floodplain management regulatory authority.

EXHIBIT B

(l) Data Use and Flood Map Interpretation. The following guidelines shall apply to the use and interpretation of maps and other data showing areas of special flood hazard:

1. In areas where FEMA has not identified special flood hazard areas, or in FEMA identified special flood hazard areas where base flood elevation and floodway data have not been identified, the Floodplain Administrator shall review and reasonably utilize any other flood hazard data available from a federal, state, or other source.
2. Base flood elevations and floodway boundaries produced on FEMA flood maps and studies shall take precedence over base flood elevations and floodway boundaries by any other source that reflect a reduced floodway width and/or lower base flood elevations. Other sources of data, showing increased base flood elevations and/or larger floodway areas than are shown on FEMA flood maps and studies, shall be reasonably used by the Floodplain Administrator.
3. The Floodplain Administrator shall make interpretations, where needed, as to the exact location of the flood boundaries and areas of special flood hazard. A person contesting the determination of the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 1135.05, Appeals and Variances.
4. Where an existing or proposed structure or other development is affected by multiple flood zones, by multiple base flood elevations, or both, the development activity must comply with the provisions of this ordinance applicable to the most restrictive flood zone and the highest base flood elevation affecting any part of the existing or proposed structure; or for other developments, affecting any part of the area of the development.

(m) Use of Preliminary Flood Insurance Rate Map and/or Flood Insurance Study Data

1. Zone A:

Within Zone A areas designated on an effective FIRM, data from the preliminary FIRM and/or FIS shall reasonably utilized as best available data.

When all appeals have been resolved and a notice of final food elevation determination has been provided in a Letter of Final Determination (LFD), BFE and floodway data from the preliminary FIRM and/or FIS shall be used for regulating development.

2. Zones AE, A1-30, AH, AO, VE, and V1-30:

BFE and floodway data from a preliminary FIS or FIRM restudy are not required to be used in lieu of BFE and floodway data contained in an existing effective FIS and FIRM.

However,

Where BFEs increase in a restudied area, communities have the responsibility to ensure that new or substantially improved structures are protected. Communities are encouraged to reasonably utilize preliminary FIS or FIRM data in instances where BFEs increase and floodways are revised to ensure that the health, safety, and property of their citizens are protected.

Where BFEs decrease, preliminary FIS or FIRM data should not be used to regulate floodplain development until the LFD has been issued or until all appeals have been resolved.

3. If a preliminary FIRM or FIS has designated floodways where none had previously existed, communities should reasonably utilize this data in lieu of applying the

EXHIBIT B

encroachment performance standard of Section 1135.04(i)(2) since the data in the draft or preliminary FIS represents the best data available.

4. Zones B, C, and X:

Use of BFE and floodway data from a preliminary FIRM or FIS are not required for areas designated as Zone B, C, or X on the effective FIRM which are being revised to Zone AE, A1-30, AH, AO, VE, or V1-30. Communities are encouraged to reasonably utilize preliminary FIS or FIRM data to ensure that the health, safety, and property of their citizens are protected.

(n) Substantial Damage Determinations. Damages to structures may result from a variety of causes including flood, tornado, wind, heavy snow, fire, *etc.* After such a damage event, the Floodplain Administrator shall:

1. Determine whether damaged structures are located in special flood hazard areas;
2. Conduct substantial damage determinations for damaged structures located in special flood hazard areas; and
3. Require owners of substantially damaged structures to obtain a floodplain development permit prior to repair, rehabilitation, or reconstruction.
4. Additionally, the Floodplain Administrator may implement other measures to assist with the substantial damage determination and subsequent repair process. These measures include issuing press releases, public service announcements, and other public information materials related to the floodplain development permits and repair of damaged structures; coordinating with other federal, state, and local agencies to assist with substantial damage determinations; providing owners of damaged structures materials and other information related to the proper repair of damaged structures in special flood hazard areas; and assist owners of substantially damaged structures with Increased Cost of Compliance insurance claims.

1135.04: USE AND DEVELOPMENT STANDARDS FOR FLOOD HAZARD REDUCTION

The following use and development standards apply to development wholly within, partially within, or in contact with any special flood hazard area as established in Section 1135.01(f), 1135.03(l)(1), or 1135.03(m):

(a) Use Regulations

1. Permitted Uses

All uses not otherwise prohibited in this section or any other applicable land use regulation adopted by the City of Huron are allowed provided they meet the provisions of these regulations.

(b) Water and Wastewater Systems

The following standards apply to all water supply, sanitary sewerage and waste disposal systems in the absence of any more restrictive standard provided under the Ohio Revised Code or applicable state rules:

1. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems;
2. New and replacement sanitary sewerage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,
3. On-site waste disposal systems (septic systems) shall be located to avoid impairment to or contamination from them during flooding.

(c) Subdivisions and Other New Developments

1. All subdivision proposals and all other proposed new development shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations;
2. All subdivision proposals and all other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;
3. All subdivision proposals and all other proposed new development shall have adequate drainage provided to reduce exposure to flood damage; and
4. In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
5. The applicant shall meet the requirement to submit technical data to FEMA in Section 1135.03(k)(1)(A)(d) when a hydrologic and hydraulic analysis is completed that generates base flood elevations as required by Section 1135.04(c)(4).

(d) Residential Structures

EXHIBIT B

The requirements of Section 1135.04(d) apply to new construction of residential structures and to substantial improvements of residential structures in zones A, A1-30, AE, AO, and AH, when designated on the community's effective FIRM, and when designated on a preliminary or final FIRM issued by FEMA under the circumstances provided in Section 1135.03(m).

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Where a structure, including its foundation members, is elevated on fill to or above the base flood elevation, the requirements for anchoring (1135.04(d)(1)) and construction materials resistant to flood damage (1135.04(d)(2)) are satisfied.
2. New construction and substantial improvements shall be constructed with methods and materials resistant to flood damage.
3. New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
4. New construction and substantial improvement of any residential structure, including manufactured homes, shall have the lowest floor, including basement, elevated to or above the flood protection elevation. In areas with no elevations specified, the structure shall have the lowest floor, including basement, elevated at least two feet above the highest adjacent natural grade.
5. New construction and substantial improvements, including manufactured homes, that do not have basements and that are elevated to the flood protection elevation using pilings, columns, posts, or solid foundation perimeter walls with openings to allow the automatic equalization of hydrostatic pressure may have an enclosure below the lowest floor provided the enclosure meets the following standards:
 - A. Be used only for the parking of vehicles, building access, or storage; and
 - B. be designed and certified by a registered professional engineer or architect to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters; or
 - C. have a minimum of two openings on different walls having a total net area not less than one square inch for every square foot of enclosed area, and the bottom of all such openings being no higher than one foot above grade. The openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
6. Manufactured homes shall be affixed to a permanent foundation and anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
7. Repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a

EXHIBIT B

historic structure and is the minimum necessary to preserve the historic character and design of the structure, shall be exempt from the development standards of Section 1135.04(d).

8. In AO and AH Zones, new construction and substantial improvement shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

(e) Nonresidential Structures

The requirements of Section 1135.04(e) apply to new construction and to substantial improvements of nonresidential structures in zones A, A1-30, AE, AO, and AH, when designated on the community's effective FIRM, and when designated on a preliminary or final FIRM issued by FEMA under the circumstances provided in Section 1135.03(m).

1. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of Section 1135.04(d)(1) – (3) and (5)-(7).
2. New construction and substantial improvement of any commercial, industrial or other non-residential structure shall either have the lowest floor, including basement, elevated to or above the level of the flood protection elevation; or, together with attendant utility and sanitary facilities, shall meet all of the following standards:
 - A. Be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water to the level of the flood protection elevation;
 - B. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and,
 - C. Be certified by a registered professional engineer or architect, through the use of a *Federal Emergency Management Agency Floodproofing Certificate*, that the design and methods of construction are in accordance with Section 1135.04(e)(2)(A) and (B).
3. In areas with no elevations specified, the structure shall have the lowest floor, including basement, elevated at least two feet above the highest adjacent natural grade.

(f) Accessory Structures

Structures that are 600 square feet or less which are used for parking and storage only are exempt from elevation or dry floodproofing standards within zones A, A1-30, AE, AO, and AH designated on the community's FIRM. Such structures must meet the following standards:

1. They shall not be used for human habitation;
2. They shall be constructed of flood resistant materials;
3. They shall be constructed and placed on the lot to offer the minimum resistance to the flow of floodwaters;
4. They shall be firmly anchored to prevent flotation;
5. Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the level of the flood protection elevation; and
6. They shall meet the opening requirements of Section 1135.04(d)(5)(C)

(g) Recreational Vehicles

Recreational vehicles on sites within zones A, A1-A30, AE, AO, or AH must meet at least one of the following standards:

1. They shall not be located on sites in special flood hazard areas for more than 180 days, or
2. They must be fully licensed and ready for highway use, or
3. They must be placed on the site pursuant to a floodplain development permit issued under Sections 1135.03(c) and (d), and meet all standards of Section 1135.04(d).

(h) Gas or Liquid Storage Tanks

1. Within zone A, A1-A30, AE, AO, or AH, new or substantially improved above ground gas or liquid storage tanks shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.
2. In zones V or VE, new or substantially improved above ground gas or liquid storage tanks shall be elevated with the bottom of the lowest horizontal supporting member above BFE on the landward side of buildings.
3. In zones V or VE, new or substantially improved underground gas or liquid storage tanks must be installed below the lowest eroded ground elevation.

(i) Assurance of Flood Carrying Capacity

Pursuant to the purpose and methods of reducing flood damage stated in these regulations, the following additional standards are adopted to assure that the reduction of the flood carrying capacity of watercourses is minimized:

1. Development in Floodways

- A. In floodway areas, development shall cause no increase in flood levels during the occurrence of the base flood discharge. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that the proposed development would not result in any increase in the base flood elevation; or
- B. Development in floodway areas causing increases in the base flood elevation may be permitted provided all of the following are completed by the applicant:
 - a. Meet the requirements to submit technical data in Section 1135.03(k)(1);
 - b. An evaluation of alternatives, which would not result in increased base flood elevations and an explanation why these alternatives are not feasible;
 - c. Certification that no structures are located in areas that would be impacted by the increased base flood elevation;
 - d. Documentation of individual legal notices to all impacted property owners within and outside the community, explaining the impact of the proposed action on their property; and

- e. Concurrence of the City Manager of Huron and the Chief Executive Officer of any other communities impacted by the proposed actions.

2. Development in Riverine Areas with Base Flood Elevations but No Floodways

- A. In riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated, the cumulative effect of any proposed development, when combined with all other existing and anticipated development, shall not increase the base flood elevation more than one-half (0.5) foot at any point. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that this standard has been met; or,
- B. Development in riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated causing more than one foot increase in the base flood elevation may be permitted provided all of the following are completed by the applicant:
 - a. An evaluation of alternatives which would result in an increase of one foot or less of the base flood elevation and an explanation why these alternatives are not feasible;
 - b. Section 1135.04(i)(1)(B), items (a) and (c)-(e).

3. Alterations of a Watercourse

For the purpose of these regulations, a watercourse is altered when any change occurs within its banks. The extent of the banks shall be established by a field determination of the “bankfull stage.” The field determination of “bankfull stage” shall be based on methods presented in Chapter 7 of the *USDA Forest Service General Technical Report RM-245, Stream Channel Reference Sites: An Illustrated Guide to Field Technique* or other applicable publication available from a Federal, State, or other authoritative source. For all proposed developments that alter a watercourse, the following standards apply:

- A. The bankfull flood carrying capacity of the altered or relocated portion of the watercourse shall not be diminished. Prior to the issuance of a floodplain development permit, the applicant must submit a description of the extent to which any watercourse will be altered or relocated as a result of the proposed development, and certification by a registered professional engineer that the bankfull flood carrying capacity of the watercourse will not be diminished.
- B. Adjacent communities, the U.S. Army Corps of Engineers, and the Ohio Department of Natural Resources, Division of Water, must be notified prior to any alteration or relocation of a watercourse. Evidence of such notification must be submitted to the Federal Emergency Management Agency.
- C. The applicant shall be responsible for providing the necessary maintenance for the altered or relocated portion of said watercourse so that the flood carrying capacity will not be diminished. The Floodplain Administrator may require the permit holder to enter into an agreement with the City of Huron specifying the maintenance

EXHIBIT B

responsibilities. If an agreement is required, it shall be made a condition of the floodplain development permit.

- D. The applicant shall meet the requirements to submit technical data in Section 1135.03(k)(1)(A) when an alteration of a watercourse results in the relocation or elimination of the special flood hazard area, including the placement of culverts.

(j) Development standards for coastal high hazard areas [and MoWA areas]

The requirements of Section 1135.04(j) apply to development in coastal high hazard areas designated zone V or VE on the community's effective FIRM and when designated on a preliminary or final FIRM issued by FEMA under the circumstances provided in Section 1135.03(m). The requirements of Section 1135.04(j) also apply to development in Moderate Wave Action areas, within zone AE between a Limit of Moderate Wave Action and the landward limit of zone V or VE designated on the community's effective FIRM, or between a Limit of Moderate Wave Action and the offshore limit of the community's jurisdiction where zone V or VE is not designated on the community's effective FIRM.

1. All new construction and substantial improvements shall be elevated on pilings or columns that may be armored as necessary to withstand Lake Erie ice forces so that:
 - A. The bottom of the lowest horizontal structural member supporting the lowest floor (excluding the pilings or columns) is elevated to or above the flood protection elevation, and
 - B. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components.
 - a. Water loading values shall be those associated with the base flood.
 - b. Wind loading values shall be those defined according to American Society of Civil Engineers 7-13 *Minimum design loads and associated criteria for buildings and other structures*, or current version adopted by Ohio Board of Building Standards.
 - c. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of Section 1135.04(j)(1)(A) and (B).
2. All new construction and substantial improvements shall have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.
 - A. For the purpose of Section 1135.04(j)(2), a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot.
 - B. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or where so required by local or state codes) may

EXHIBIT B

be permitted only if a registered professional engineer or architect certifies that the designs proposed meet all of the following conditions:

- a. Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
 - b. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values shall be those associated with the base flood. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 *Minimum design loads and associated criteria for buildings and other structures*, or equivalent standard.
- C. All space enclosed by breakaway walls, open wood lattice-work, or insect screening below the lowest floor shall be used solely for parking of vehicles, building access, or storage.
3. The use of fill or redistributed existing fill, placed after the initial identification of Zones V, VE or V1-30 on the community's FIRM, for structural support of buildings is prohibited.
 4. Alteration of sand dunes that will increase potential flood damage is prohibited.
 5. Placement or substantial improvement of manufactured homes must comply with Section 11350.4(j)(1) through (5).
 6. Recreational vehicles must either:
 - A. Be on site for fewer than 180 consecutive days;
 - B. Be fully licensed and ready for highway use; or
 - C. Comply with Section 1135.04(j)(1) through (5)

(k) Riparian Buffer

For the purposes of flood damage prevention, erosion control, and stormwater management, a riparian buffer of a minimum of 30 feet shall be maintained for all waterways identified as Special Flood Hazard Areas. The Riparian Buffer shall be preserved to the best extent possible by maintaining or improving the native vegetative landscape with little to no soil compaction. The requirements of Section 1135.04(k) apply to any construction and/or development adjacent to a floodway/waterway.

1. Permitted construction activities/uses within the 30 feet buffer shall include the following:
 - A. Roads, bridges, pedestrian paths, bicycle paths, multi-use paths, levees, and utilities
 - a. The right-of-way shall be the minimum width need to allow for maintenance access and installation.
 - b. The angle of a stream crossing shall be designed to minimize clearing within the buffer limits.

EXHIBIT B

- c. When constructing, the area cleared shall be limited to the area required for construction and adequate maintenance access.
- B. Stormwater management facilities
 - a. Stormwater detention and retention ponds shall be permitted to encroach the riparian buffer only after applicable city and county departments have determined that the stormwater management facilities are either necessary for flood control or significantly improve the water quality or habitat in the stream.
 - b. When constructing stormwater management facilities within the riparian buffer, the cleared area shall be limited to only the area required for construction and adequate maintenance access shall be provided.
 - c. Material dredged or otherwise removed from a stormwater management facility shall be permanently stored outside of the buffer area.
- C. Waterway restoration projects, facilities, and related activities/uses.
- D. Removal of individual damaged or diseased trees.
- E. Other timber cutting techniques under the advice and guidance of Ohio Department of Natural Resources (ODNR) Division of Forestry if necessary to preserve the buffer forest from extensive pest infestation, disease infestation, or threat from fire.
- F. Reforestation when deemed necessary by ODNR Division of Forestry to ensure the preservation and propagation of the buffer area.
- G. Fencing provided that destruction of existing vegetation is minimal and that it does not impede flood water flow.
- H. Marinas developed in accordance with the following requirements:
 - a. Submission of an environmental impact study including measures to mitigate potential negative impact on the adjacent waters, including but not limited to: i. Measures to prevent leakage or spills of fuels, lubricants, wastewater and other potential pollutants into the public waters; ii. Assurances that impact on wetlands and other related sensitive areas have been avoided.
 - b. Submission of a site plan, that is consistent with local regulations, for review by the planning board which includes locations of rest rooms, buildings, parking areas and all related support facilities with assurances that these facilities shall be permanently available to the project.
 - c. Receipt of proper permits from Ohio Department of Natural Resources (ODNR) and/or the Army Corp of Engineers if applicable
- I. Water dependent uses and structures including, but not limited to docks, wharves, boat ramps, etc. All water dependent uses and structures shall be permitted in accordance with the following requirements:
 - a. The use is in keeping with the purpose and intent of this Ordinance.
 - b. The least impacting route and methodology for the use have been selected as the best practicable alternative.
 - c. Canopies and seasonal covers extend only over the boat slips and shall be removed during the non-boating season.
 - d. Receipt of proper permits from Ohio Department of Natural Resources (ODNR) and/or the Army Corp of Engineers if applicable

EXHIBIT B

2. Restricted construction activities/uses within the 30 feet buffer shall include the following:

- A. Construction of buildings or principal structures.
- B. In-line storm water detention facilities.
- C. Clearing of existing vegetation, except as otherwise permitted in these regulations.
- D. Soil disturbance by grading, stripping, or other practices.
- E. Filling or dumping.
- F. Use, storage, or application of pesticides, except for spot spraying of noxious weeds or non-native species consistent with recommendations of ODNR.
- G. Storage of equipment, junk, or scraps.
- H. Storage or operation of motorized vehicles, except for maintenance and emergency use approved by the City of Huron Planning Department.

3. Exceptions and Nonconforming Structures

- A. All existing structures/features permitted within the buffer area before or at the time of adoption of this section are permitted to remain as nonconforming structures.
- B. Any nonconforming building or structure that has been damaged by natural elements, may be restored, but not to an extent greater than the original floor area which existed at the time of the damage.
- C. Any nonconforming building or structure may be maintained, repaired, or altered as long as activities conform to the requirements of this section and requirements of this Flood Damage Reduction Ordinance.
- D. A nonconforming structure shall not be extended or enlarged, except in conformity with this section or when required to do so by law or ordinance or when the change does not compound the existing violation.
- E. A nonconforming structure shall not be moved in whole or in part to any other location within the Riparian Buffer area.
- F. All nonconforming buildings and structures must still meet all other requirements as detailed in this Flood Damage Reduction Ordinance.
- G. Agricultural cultivation or silviculture operations.
- H. Upon adoption, should Section 1135.04(k) cause any undue hardship, rendering a parcel completely unbuildable, Planning Department staff will determine any adjustments to the buffer area required for construction.

4. Riparian Buffer Conservation Easement Requirement for Subdivisions

- A. All Special Flood Hazard Areas (SFHA's) and Riparian Buffer areas for parcels subdivided after the adoption of this section shall be upheld through a Conservation Easement which is required to be submitted for approval by the Planning and Zoning Department. The Conservation Easement shall ensure the purpose of designating the Premises as a conservation area and to ensure a portion of the Premises is constructed as a wetland and preserved to be protected in a natural, scenic, aquatic, open and wooded condition, as suitable habitat for wild flora and fauna of all types, and is maintained in a natural and undisturbed state, that is subject to certain federal and state laws and regulations due to the presence of waters of the United States located thereon, and allowing for the adoption and recordation of a Declaration of Conservation

EXHIBIT B

- Easement or like instrument as an encumbrance to the Premises, which shall be recorded in the land records and shall continue in perpetuity.
- B. The extent of the Special Flood Hazard Area and Riparian Buffer shall be clearly delineated on the preliminary plat, stormwater conservation plan, and final plat. Other requirements to be shown include the following:
- a. Extent of any Riparian Buffer on the subject property
 - b. Labels indicating the Riparian Buffer area and SFHA
 - c. Provide a note to reference any Conservation Easement governing all Riparian Buffer areas stating: "The Conservation Easement shown hereon restricts disturbance and use of the area pursuant to Section 1135.04 of the Flood Damage Reduction Ordinance. There shall be no clearing, grading, construction, filling, or disturbance of existing vegetation except as approved by Engineering and Planning Departments.
- C. Temporary boundary markers shall be installed by the owner/operator along the perimeter of the Riparian Buffer prior to final approval of any required Stormwater Pollution Prevention Plan (SWPPP).

1135.05: APPEALS AND VARIANCES

(a) Appeals Board Established

1. The Board of Building and Zoning Appeals of the City of Huron shall hear and decide any and all appeals or variances from these regulations.
2. The Appeals Board shall keep minutes of its proceedings showing the vote of each member upon each question and shall keep records of all official actions. Records of the Appeals Board shall be kept and filed in the City of Huron Planning and Zoning Department, 417 Main Street, Huron, Ohio. .

(b) Powers and Duties

1. The Appeals Board shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Floodplain Administrator in the administration or enforcement of these regulations.
2. Authorize variances in accordance with Section 1135.05(d) of these regulations.

(c) Appeals

Any person affected by any notice and order, or other official action of the Floodplain Administrator may request and shall be granted a hearing on the matter before the Appeals Board provided that such person shall file, within 5 days of the date of such notice and order, or other official action, a brief statement of the grounds for such hearing or for the mitigation of any item appearing on any order of the Floodplain Administrator's decision. Such appeal shall be in writing, signed by the applicant, and be filed with the Floodplain Administrator. Upon receipt of the appeal, the Floodplain Administrator shall transmit said notice and all pertinent information on which the Floodplain Administrator's decision was made to the Appeals Board.

Upon receipt of the notice of appeal, the Appeals Board shall fix a reasonable time for the appeal, give notice in writing to parties in interest, and decide the appeal within a reasonable time after it is submitted.

(d) Variances

Any person believing that the use and development standards of these regulations would result in unnecessary hardship may file an application for a variance. The Appeals Board shall have the power to authorize, in specific cases, such variances from the standards of these regulations, not inconsistent with Federal regulations, as will not be contrary to the public interest where, owing to special conditions of the lot or parcel, a literal enforcement of the provisions of these regulations would result in unnecessary hardship.

1. Application for a Variance

- A. Any owner, or agent thereof, of property for which a variance is sought shall make an application for a variance by filing it with the Floodplain Administrator, who upon receipt of the variance shall transmit it to the Appeals Board.
- B. Such application at a minimum shall contain the following information: Name, address, and telephone number of the applicant; legal description of the property;

EXHIBIT B

parcel map; description of the existing use; description of the proposed use; location of the floodplain; description of the variance sought; and reason for the variance request.

- C. All applications for a floodplain variance shall be accompanied by the fee established by the City Council for appearances before the Board. The fee for a floodplain variance shall be \$300.00.

2. Public Hearing

At such hearing the applicant shall present such statements and evidence as the Appeals Board requires. In considering such variance applications, the Appeals Board shall consider and make findings of fact on all evaluations, all relevant factors, standards specified in other sections of these regulations and the following factors:

- A. The danger that materials may be swept onto other lands to the injury of others.
- B. The danger to life and property due to flooding or erosion damage.
- C. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
- D. The importance of the services provided by the proposed facility to the community.
- E. The availability of alternative locations for the proposed use that are not subject to flooding or erosion damage.
- F. The necessity to the facility of a waterfront location, where applicable.
- G. The compatibility of the proposed use with existing and anticipated development.
- H. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area.
- I. The safety of access to the property in times of flood for ordinary and emergency vehicles.
- J. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
- K. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

3. Variances shall only be issued upon:

- A. A showing of good and sufficient cause.
- B. A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the property. Increased cost or inconvenience of meeting the requirements of these regulations does not constitute an exceptional hardship to the applicant.
- C. A determination that the granting of a variance will not result in increased flood heights beyond that which is allowed in these regulations; additional threats to public safety; extraordinary public expense, nuisances, fraud on or victimization of the public, or conflict with existing local laws.
- D. A determination that the structure or other development is protected by methods to minimize flood damages.

EXHIBIT B

- E. A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

Upon consideration of the above factors and the purposes of these regulations, the Appeals Board may attach such conditions to the granting of variances, as it deems necessary to further the purposes of these regulations.

4. Other Conditions for Variances

- A. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- B. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items in Section 1135.05(d) have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- C. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(e) Procedure at Hearings

- A. All testimony shall be given under oath.
- B. A complete record of the proceedings shall be kept, except confidential deliberations of the Board, but including all documents presented and a verbatim record of the testimony of all witnesses.
- C. The applicant shall proceed first to present evidence and testimony in support of the appeal or variance.
- D. The administrator may present evidence or testimony in opposition to the appeal or variance.
- E. All witnesses shall be subject to cross-examination by the adverse party or their counsel.
- F. Evidence that is not admitted may be proffered and shall become part of the record for appeal.
- G. The Board shall issue subpoenas upon written request for the attendance of witnesses. A reasonable deposit to cover the cost of issuance and service shall be collected in advance.
- H. The Board shall prepare conclusions of fact supporting its decision. The decision may be announced at the conclusion of the hearing and thereafter issued in writing or the decision may be issued in writing within a reasonable time after the hearing.

(f) Appeal to the Court

Those aggrieved by the decision of the Appeals Board may appeal such decision to the Erie County Court of Common Pleas, pursuant to Ohio Rev. Code Chapter 2506.

1135.06: ENFORCEMENT

(a) Compliance Required

1. No structure or land shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged or altered without full compliance with the terms of these regulations and all other applicable regulations which apply to uses within the jurisdiction of these regulations, unless specifically exempted from filing for a development permit as stated in Section 1135.03(i).
2. Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with Section 1135.06(c).
3. Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications or amendments thereto. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with Section 1135.06(c).

(b) Notice of Violation

Whenever the Floodplain Administrator determines that there has been a violation of any provision of these regulations, he shall give notice of such violation to the person responsible therefore and order compliance with these regulations as hereinafter provided. Such notice and order shall:

1. Be put in writing on an appropriate form;
2. Include a list of violations, referring to the section or sections of these regulations that have been violated, and order remedial action, which, if taken, will affect compliance with the provisions of these regulations;
3. Specify a reasonable time for performance;
4. Advise the owner, operator, or occupant of the right to appeal;
5. Be served on the owner, occupant, or agent in person. However, this notice and order shall be deemed to be properly served upon the owner, occupant, or agent if a copy thereof is sent by registered or certified mail to the person's last known mailing address, residence, or place of business, and/or a copy is posted in a conspicuous place in or on the dwelling affected.

(c) Violations and Penalties

Violation of the provisions of these regulations or failure to comply with any of its requirements shall be deemed to be a strict liability offense, and shall constitute a fourth degree (4th) misdemeanor. Any person who violates these regulations or fails to comply with any of its requirements shall upon conviction thereof be fined or imprisoned as provided by the laws of the City of Huron. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Huron from taking such other lawful action as is necessary to prevent or remedy any violation. The City of Huron shall prosecute any violation of these regulations in accordance with the penalties stated herein.

EXHIBIT B

ADOPTION

This Ordinance shall take effect from and after the earliest period allowed by law and replaces Ordinance Number _____, which is hereby repealed.

PASSED:

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Clerk

Mayor

Certification

ORDINANCE NO. 2022-35

Introduced by Joel Hagy

AN ORDINANCE REPEALING AND AMENDING SECTION 1321.12 “MISCELLANEOUS FEES” OF THE PLANNING AND ZONING CODE WITHIN THE CODIFIED ORDINANCES OF THE CITY OF HURON RELATING TO FLOODPLAIN DEVELOPMENT PERMIT APPLICATION FEES

WHEREAS, this Council hereby determined the changes and amendments set forth within this Ordinance, including Exhibit “A”, are in the best interest of the City of Huron and its citizens and are needed to protect property, both real and personal, located within the City.

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

Section 1. That Section 1321.12 (Miscellaneous Fees) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows: (refer to Exhibit “A” attached), shall be and hereby is repealed.

Section 2. That a new Section 1321.12 of the Codified Ordinance of the City of Huron (Miscellaneous Fees), as attached hereto and made a part hereof as Exhibit “B”, shall be, and hereby is, adopted and thereafter shall be in full force and effect.

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. This Ordinance shall take effect thirty (30) days follows its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

EXHIBIT “A”

1321.12 MISCELLANEOUS FEES.

- (a) Fees for an application for appeal before the Board of Building and Zoning Appeals as required by Section 1131.02 shall be one hundred fifty dollars (\$150.00).
- (b) Fees for a site development plan reviewed by the Planning Commission as required by Section 1313.04 shall be one hundred fifty dollars (\$150.00).
- (c) Fees for an amendment or re-districting as required by Section 1131.03 shall be two hundred fifty dollars (\$250.00).
- (d) Fees for the issuance of a permit for a sign, including a portable or temporary sign, shall be as follows:

Sq. Ft.	Base Fee	Area Fee
50 sq. ft or less	\$100.00	.25 per sq. ft
51 – 200 sq. ft.	\$150.00	.25 per sq. ft
over 200 sq. ft.	\$200.00	.25 per sq. ft.

(Ord. 2020-12. Passed 6-23-20.)

EXHIBIT “B”

1321.12 MISCELLANEOUS FEES.

- (a) Fees for an application for appeal before the Board of Building and Zoning Appeals as required by Section 1131.02 shall be one hundred fifty dollars (\$150.00).
- (b) Fees for a site development plan reviewed by the Planning Commission as required by Section 1313.04 shall be one hundred fifty dollars (\$150.00).
- (c) Fees for an amendment or re-districting as required by Section 1131.03 shall be two hundred fifty dollars (\$250.00).
- (d) Fees for the issuance of a permit for a sign, including a portable or temporary sign, shall be as follows:

Sq. Ft.	Base Fee	Area Fee
50 sq. ft or less	\$100.00	.25 per sq. ft
51 – 200 sq. ft.	\$150.00	.25 per sq. ft
over 200 sq. ft.	\$200.00	.25 per sq. ft.

- (e) Fees for a floodplain development permit application as required by Section 1135.03(d)(6) shall be the following:
 - A. Single-family residential lots - \$100.00
 - B. All other lots - \$300.00
- (f) The fee for a floodplain variance shall be \$300.00.



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2022-36
DATE: July 12, 2022

Subject Matter/Background

This Master Service Agreement (MSA) allows for American Municipal Power (AMP) to act on our behalf to negotiate and provide solar energy to help stabilize our long term electric portfolio costs. Each suggested contract under this agreement would need to be approved by the City. This MSA runs for a 15 year period, bringing in costs at an expected to be not to exceed \$45/MWh. The City is under no obligation to purchase by entering in to this MSA.

Financial Review

This agreement will have a long term impact on FUND 654-5100-53352, Power Acquisition Expense. This agreement is focused on the solar component and attaining an optimal price for long term electric power for our HPP (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 with the request, a motion adopting Ordinance No. 2022-36 is in order.

[Ordinance No. 2022-36 AMP Solar Energy Schedule.doc](#)

[Ordinance No. 2022-36 Exhibit A AMP Solar Energy Schedule.pdf](#)

CITY OF HURON, OHIO

ORDINANCE NO. 2022-36

**AN ORDINANCE TO APPROVE THE FORM AND
AUTHORIZE THE EXECUTION OF THE 2022 SOLAR ENERGY SCHEDULE WITH
AMERICAN MUNICIPAL POWER, INC. AND TAKING OF OTHER ACTIONS IN
CONNECTION THEREWITH REGARDING SOLAR GENERATED ENERGY
PURCHASES**

WHEREAS, the City of Huron, Ohio ("Municipality") owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, in order to satisfy the electric capacity and energy requirements of its electric utility system, Municipality has heretofore purchased, or desires to purchase in the future, economical, reliable and environmentally sound capacity and energy and related services from, or arranged by, American Municipal Power, Inc. ("AMP"), of which Municipality is a member; and

WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including Municipality, being political subdivisions that operate municipal electric utility systems; and

WHEREAS, Municipality, acting individually and through AMP with other political subdivisions of this and other states that own and operate electric utility systems, jointly, endeavors to arrange for reliable, environmentally sound and reasonably priced supplies of electric capacity and energy and related services for ultimate delivery to its customers; and

WHEREAS, it is efficient and economical to act jointly in such regard; and

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, AMP Contract No. C-3-2006-5025, which contemplates that Municipality shall enter into various schedules for the provision of capacity and associated energy and related services from AMP to Municipality; and

WHEREAS, certain Members, including the Municipality have determined that they can utilize additional sources of reliable and economical solar generated electric capacity and energy on a long-term basis at reasonable costs, and have requested that

AMP arrange for the same by developing, purchasing or otherwise acquiring interests in certain solar energy facilities; and

WHEREAS, in furtherance of this purpose, AMP will enter into one or more agreements with a reputable solar power developer ("Developer") (the "2022 Solar Purchased Power Agreement" or "2022 Solar PPA") under the terms of which AMP is to purchase and Developer is to supply and sell up to approximately 150 MWac of capacity and associated energy from solar generation project(s) located within the PJM Footprint for a period of fifteen (15) years; and

WHEREAS, it is necessary and desirable for Municipality to enter into the 2022 Solar Energy Schedule to Municipality's Master Services Agreement with AMP to provide for an additional source of capacity and energy; and

WHEREAS, Members now have the right, but not the obligation by the enactment of this [Ordinance/Resolution] to authorize and request AMP to acquire capacity and energy from one or more solar project(s) by approval and execution of the 2022 Solar Energy Schedule authorized below; and

WHEREAS, prior to the execution of the 2022 Solar Energy Schedule authorized through the adoption of this [Ordinance/Resolution] AMP will have (i) informed the Municipality of the terms of the 2022 Solar Energy Schedule; (ii) provided the Municipality the opportunity to review the 2022 Solar PPA terms and conditions (subject to price); and (iii) offered representatives of the Municipality the opportunity to ask such questions, review data and reports, conduct inspections and otherwise perform such investigations with respect to, as applicable, the acquisition of capacity and energy and the terms and conditions of the 2022 Solar Energy Schedule authorized below as Municipality deems necessary or appropriate in connection herewith; and

WHEREAS, after due consideration, the Municipality has determined it is reasonable and in its best interests to proceed as authorized herein below and requests and authorizes AMP to acquire capacity and energy from the Project(s) upon those terms and conditions set forth in the 2022 Solar Energy Schedule.

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

SECTION 1. That the 2022 Solar Energy Schedule between Municipality and AMP, substantially in the form attached hereto or on file with the Clerk, including Exhibits thereto, are approved, and the of Municipality is hereby authorized to execute and deliver the 2022 Solar Energy Schedule with such changes as the City Manager may approve as neither inconsistent with this Ordinance nor materially detrimental to the Municipality, his or her execution of the 2022 Solar Energy Schedule to be conclusive evidence of such approval.

SECTION 2. That the City Manager is hereby authorized to (i) acquire under the 2022 Solar Energy Schedule, authorized above, a Contract Amount as defined in that Schedule of up to 200 kW with a price of up to \$45.00/MWh(ac) for energy, capacity and environmental attributes made available thereunder without bid, and (ii) make any determinations and approvals required thereunder, if any, as the City Manager shall deem necessary and advisable.

SECTION 3. If any section, subsection, paragraph, clause or provision or any part thereof of this [Ordinance/Resolution] shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this [Ordinance/Resolution] shall be unaffected by such adjudication and all the remaining provisions of this [Ordinance/Resolution] shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 4. That this Ordinance shall take effect at the earliest date allowed by law.

SECTION 5. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in conformance with applicable open meetings laws and that all deliberations of this Huron City Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:

**CITY OF HURON, OHIO
2022 SOLAR ENERGY SCHEDULE TO
AMERICAN MUNICIPAL POWER, INC.
AND
CITY OF HURON, OHIO

MASTER SERVICES AGREEMENT
(AMP CONTRACT NO. C-3-2006-5025)**

WHEREAS, the City of Huron, Ohio (“Municipality”) and American Municipal Power, Inc., (“AMP”) have entered into a Master Services Agreement (“MSA”) under which certain services may be provided, pursuant to schedules entered into between Municipality and AMP; and

WHEREAS, AMP will enter into one or more agreements with a reputable solar power developer (“Developer”) (the “2022 Solar Purchased Power Agreement” or “2022 Solar PPA”) under the terms of which AMP is to purchase and Developer is to supply and sell up to approximately 150 MWac of capacity and associated energy from one or more solar generation projects for a period of fifteen (15) years located with the PJM footprint; and

WHEREAS, the 2022 Solar PPA provides, among other things, significant opportunities for the Municipality to receive from AMP reliable, economic, solar-generated renewable, capacity, energy and renewable attributes through this schedule to the MSA (the “2022 Solar Energy Schedule”).

SECTION 1 - TERM

The term of this 2022 Solar Energy Schedule shall be effective as of the Commercial Operation Date of the 2022 Solar PPA (expected to be _____) as defined therein and shall thereafter be coterminous with the same, which is a fifteen (15) year term; provided, however, that Municipality’s obligation to purchase and AMP’s obligation to deliver capacity, energy and renewable attributes pursuant to this 2022 Solar Energy Schedule are both contingent on Developer’s performance pursuant to the 2022 Solar PPA.

SECTION 2 - SERVICES

AMP agrees to procure as Seller, pursuant to (and its obligations hereunder are specifically dependent upon) the 2022 Solar PPA, output up to approximately 150 MWac of capacity, associated energy (“MWh”), and renewable attributes for the benefit of the Municipality (the “Contract Amount”). Municipality agrees to take and pay for such capacity, energy and renewable attributes on a *pro rata* basis where and as available pursuant to the 2022 Solar PPA. Such *pro rata* amounts to be determined by multiplying

the Municipality's percentage Contract Amount, as set forth on Exhibit B hereto, times the actual capacity and energy available from time to time under the 2022 Solar PPA.

SECTION 3 - DELIVERY POINTS

The Delivery Point(s) for this 2022 Solar Energy Schedule shall be the "Point of Delivery" as defined in the 2022 Solar PPA - unless the same is modified in writing by the parties. The Delivery Point(s) will be within the PJM footprint. There may also be a Secondary Delivery Point, or Points of Delivery. Municipality may change the Secondary Delivery Point(s) set forth on Exhibit D with AMP's consent, such consent not to be unreasonably withheld, provided that transmission to any modified Secondary Delivery Point shall be pursuant to appropriate Federal Energy Regulatory Commission ("FERC") tariffs at Municipality's expense, including the costs of any/all required ancillary services.

SECTION 4 - SCHEDULING

A. AMP shall cooperate with the Municipality to schedule the capacity and energy to a delivery point as directed by the Municipality.

B. Notwithstanding any other provision of this 2022 Solar Energy Schedule and the MSA, Municipality shall, when available, take and pay for the solar-generated capacity and energy.

SECTION 5 - DEPENDENCE ON 2022 SOLAR PPA

Municipality recognizes that AMP's ability to supply solar-generated capacity, energy and renewable attributes under this 2022 Solar Energy Schedule is dependent upon AMP's ability to arrange for the same pursuant to the 2022 Solar PPA. Additionally, Municipality recognizes that AMP entered into the 2022 Solar PPA primarily for the benefit of Municipality and the other Members of AMP and that AMP, pursuant to the 2022 Solar PPA, has certain rights as well as certain obligations. Accordingly, Municipality warrants to cooperate with AMP in such a manner as to facilitate AMP's performance of its obligations thereunder and releases AMP from any liability due to Developer's failure to perform.

SECTION 6 - RATES, CHARGES AND BILLING

A. Capacity, energy and Environmental Attributes made available pursuant to this 2022 Solar Energy Schedule shall be charged at the base rates specified in the 2022 Solar PPA (such rate to be less than \$45.00/MWh) for the term of the 2022 Solar PPA as shown on Exhibit A and the costs set forth in Sections 6 (B) and (C) hereof, and the Capacity and Energy Rate Schedules as the same may be modified by AMP from time to time and pursuant to the billing provisions herein and in the MSA;

B. The net of the following costs shall be included as a component of a uniform rate adjustment to be charged hereunder for energy delivered or made available to

Municipality: any ancillary service, congestion and marginal loss charges by PJM or any other applicable Regional Transmission Organization (“RTO”), an appropriate allocation of AMP’s energy control center, metering and other common costs of AMP reasonably allocable to the Solar PPA in the rates set forth on Exhibit A (“Rate Adjustment”). This creates a Project Energy Rate for the 2022 Solar Energy Schedule consisting of the charges in Exhibit A as adjusted as set forth in this Section 6 (see Exhibit E – Example Project Energy Rate Calculation). The Municipality shall also be responsible for any additional ancillary service, congestion or marginal loss charges to its Secondary Delivery Point.

C. In addition to the other compensation to be paid to AMP pursuant to this 2022 Solar Energy Schedule, Municipality shall also pay the AMP Energy Control Center Charge and the Service Fee B specified in the MSA (currently at a rate of \$0.00058/kWh for Service Fee B).

SECTION 7 – INSTALLED CAPACITY CREDIT

Municipality will receive a pro-rata share of the net available Installed Capacity/RPM credits/charges (if any) from the RTO where the Solar Project is located.

SECTION 8 – RENEWABLE ENERGY CREDITS

All Environmental Attributes available to AMP under the 2022 Solar PPA may be monetized by AMP at Municipality’s direction and credited *pro rata*, to the Municipality. Such *pro rata* amounts to be determined by multiplying the Municipality’s percentage Contract Amount times the actual Environmental Attributes available to AMP from time to time under the 2022 Solar PPA. Alternatively, in the event that Municipality wishes to represent the energy supplied hereunder as “renewable, at the direction of Municipality, AMP may directly credit or retire the Environmental Attributes or like environmental credits.

Municipality’s election of actions to be taken in regard to Municipality’s pro rata share of the Environmental Attributes shall be shown on Exhibit C. Municipality may change its election at any point during the Term by providing written notice to AMP.

CITY OF HURON, OHIO

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

Municipality's Legal Counsel

AMERICAN MUNICIPAL POWER, INC.

BY: _____

Jolene M. Thompson
President/CEO

DATE: _____

APPROVED AS TO FORM:

BY: _____
Lisa G. McAlister
SVP and General Counsel for
Regulatory Affairs

EXHIBIT A**RATE SCHEDULE for SOLAR ENERGY***

<u>Start Date</u>	<u>End Date</u>	<u>Price (\$/MWh)</u>
Commercial Operation Date	Fifteen Years after the Commercial Operation Date	[To Come - \$45.00 or less]

*Reflects only those amounts that AMP will pay to Developer. Service fees, or other applicable charges will have to be supplied and added.

EXHIBIT B

Capacity Schedule

	<u>kW</u>	<u>%</u>
Amount Of Total Capacity Under Avangrid PPA (up to)	Up to 150,000	100%
Contract Amount Of Municipality's Capacity	[XXXX]	[XX%]

EXHIBIT C

Environmental Attributes

For the years 202X through 20XX, Municipality elects the following actions be taken in regard of the Municipality's pro-rata share of Environmental Attributes available under the 2022 Solar PPA:

_____ Municipality requests that AMP sell Municipality's pro-rata share of Environmental Attributes and return proceeds of sale to Municipality.

_____ Municipality requests that AMP credit Municipality's pro-rata share of Environmental Attributes to Municipality's PJM GATS account.

EXHIBIT D

SECONDARY DELIVERY POINTS

[TO COME]

EXHIBIT E

EXAMPLE 2022 SOLAR SCHEDULE RATE CALCULATION

2023 Example Rate

Base Energy, Capacity and Environmental Attributes Rate = \$XX.00 / MWh

PJM Operating Reserves = \$0.10 / MWh

AMP Energy Control Center charge = \$0.75 / MWh

Final Project Energy Rate (example) - \$XX.XX / MWh

Service Fee B = \$0.58 / MWh



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 65-2022
DATE: July 12, 2022

Subject Matter/Background

In August of 2021, the City and Huron Township 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. At the time, it was agreed that nine (9) parcels would be included in the annexation agreement that ultimately would be sent to the Erie County Board of Commissioners for final consideration. However, Cedar Fair has recently requested the addition of three (3) more parcels to be included in the annexation which would result in a total of twelve (12) parcels ultimately included. The request is based on the fact that Cedar Fair wants all of its real estate holdings (which are titled to the related Sawmill Creek, LLC) at the resort to be under the authority of a single jurisdiction – that being the City of Huron. The additional parcels total approximately .8 acres in size and are generally undevelopable. As such, the City is agreeable to accepting the additional parcels, but it would require amending the original annexation agreement with Huron Township. Huron Township will be considering the amendment as well at their July 11th Trustee meeting. It should be noted that the three additional parcels are not being proposed to be included in the Tax Increment Financing district.

Financial Review

This amendment to the Annexation Agreement has no financial impact. It does not modify the previously executed TIF agreement.

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 and amending Resolution No. 65-2022 is in order.

[Resolution No. 65-2022 Amend Sawmill Creek Annex Agr.doc](#)
[Resolution No. 42-2021 Exhibit A Sawmill Creek Annex Agr.DOCX](#)
[Resolution No. 65-2022 Exhibit B Sawmill Creek Annex Agr First Amendment.DOCX](#)
[Resolution No. 65-2022 Exhibit B-1 Annexation Map.pdf](#)

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 39-01076.001, 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: _____

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

Dated as of
July ____, 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:** Each of the City and the Township shall retain 100% of any real property tax generated from existing real estate value within the Annexation Parcels and relating to the applicable parties' inside millage or voted levies; provided, however, that service payments made in connection with the TIF shall be made available to the City in accordance with the Development Agreement. 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.

In other words, during the term of this Agreement:

- (i) the Township shall be entitled to receive real property tax payments relating to the Annexation Parcels that it would have received, without the Project or the annexation provided for hereunder (i.e., inside millage and voted tax levies with respect to the taxable value of the Annexation Parcels established as the base value in connection with TIF).
- (ii) the City shall be entitled to receive real property tax payments relating to the Annexation Parcels that it would have received, without the Project but with the annexation provided for hereunder (i.e., inside millage and voted tax levies with respect to the taxable value of the Annexation Parcels established as the base value in connection with the TIF).

- (iii) service payments in lieu of taxes relating to the increment value of the Annexation Parcels during the term of the TIF shall be distributed by the City in accordance with the Development Agreement.
 - (iv) 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: _____, with a copy simultaneously sent or delivered to: _____.

(b) The City at: City of Huron, 417 Main Street, Huron, Ohio 44839 Attention: Matthew Lasko, 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: _____

Date: _____

Approved as to form:

By: _____

HURON TOWNSHIP, ERIE COUNTY, OHIO

By: _____

Its: _____

Date: _____

Approved as to form:

By: _____

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: _____

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

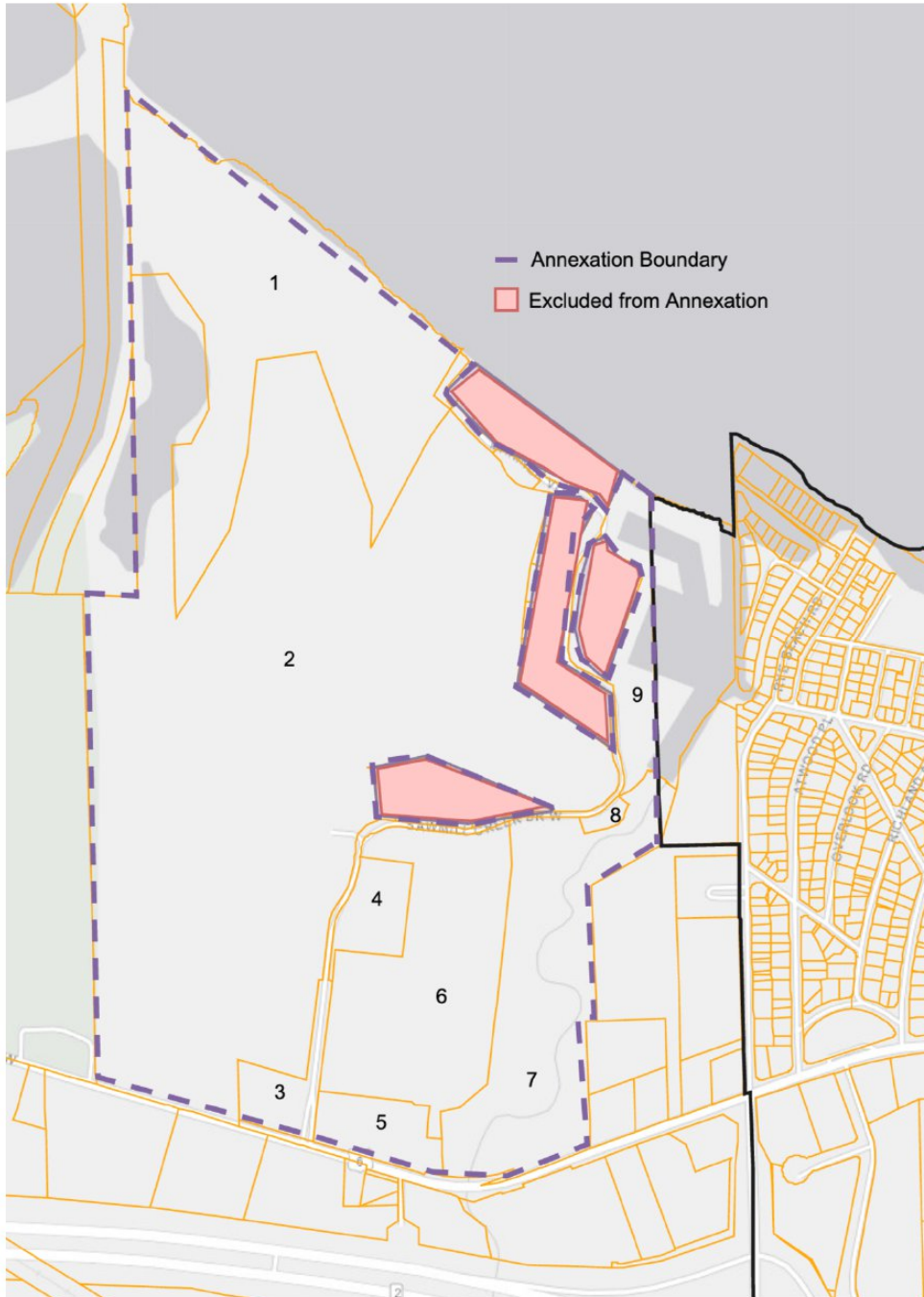
39-00827.000

39-00859.000

39-00864.000

39-00864.001

ATTACHMENT B



FIRST AMENDMENT
TO
ANNEXATION AGREEMENT

This First Amendment to Annexation Agreement (“Amendment”) is entered into as of this ____ day of _____, 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 _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ 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.

Notary Public

**ATTACHMENT A
ANNEXATION PARCEL MAP**

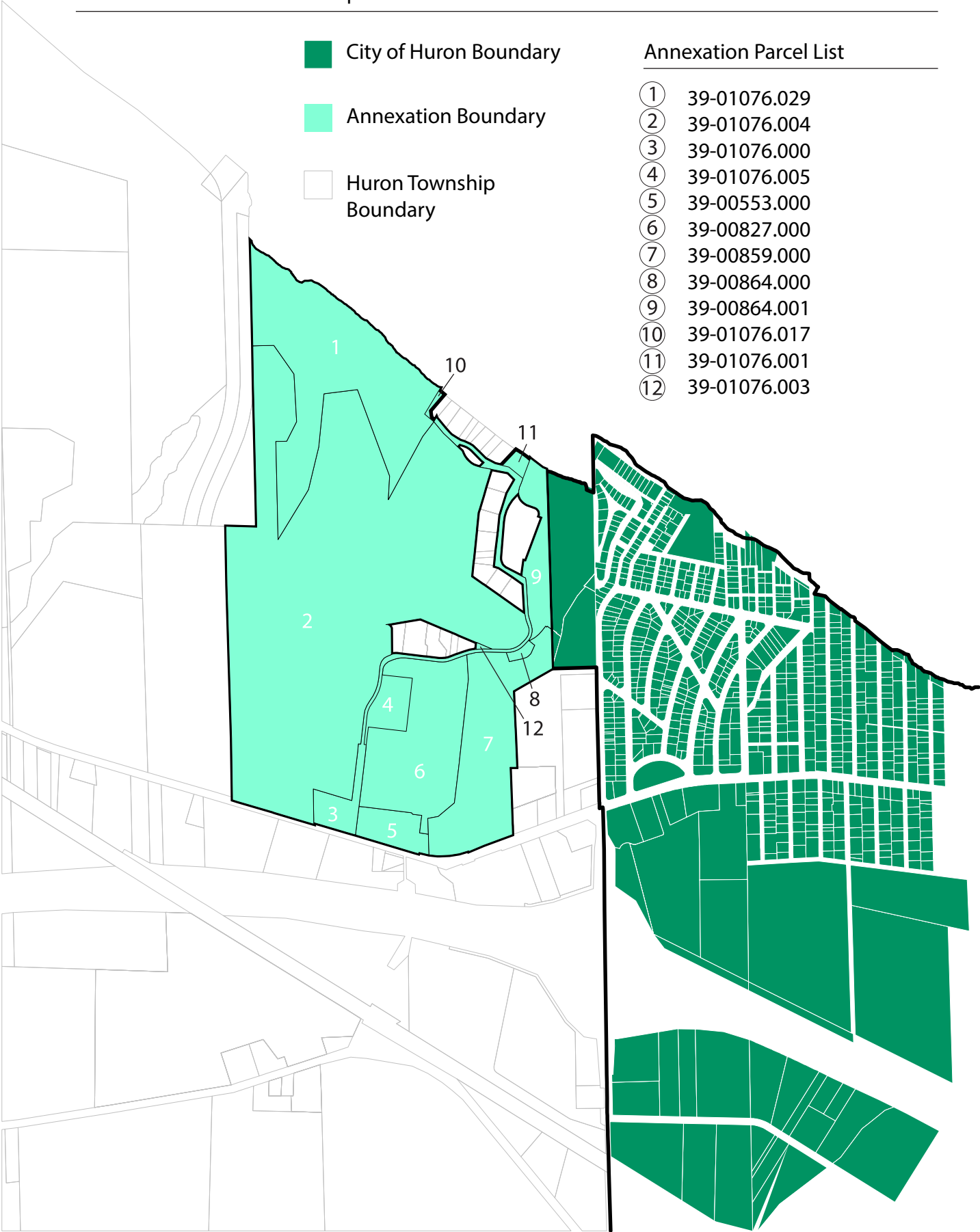
(Attached)

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: Matthew Lasko
RE: Ordinance No. 2022-37
DATE: July 12, 2022

Subject Matter/Background

This summary relates to both Ordinance Nos. 2022-37 and 2022-40.

Ordinance No. 2022-37

Ordinance No. 2022-37 requests Council's authorization to purchase real property for public use. The property located at 624 Berlin Road was recently listed for sale with an asking price of \$174,500. The property predominantly sits within the City limits but there is a small portion near the southern boundary that resides within Huron Township. The property is approximately 6.4 acres in size and is spread over twelve (12) distinct parcels. The site currently includes a 3+ acre lake, walking trail, single-family home and a barn/shed. Based on the site's potential as a great recreational amenity and opportunity for preserving such a unique asset, the City felt it necessary to attempt to acquire the site. Additionally, the site could serve as a great park and green space for the south and east side of the City as well as another great opportunity to potentially partner with Huron Township and other partners. Based on the volatility of the real estate market and the uniqueness of the site, the City felt it paramount to submit an offer immediately. On Friday July 1, the City submitted a full asking price offer of \$174,500 with the contingency that the purchase would need ratified at the July 12 Council meeting. The City was informed on July 5 that our offer was accepted and we are now seeking Council ratification of the agreement. Based on the terms, the City would anticipate taking title to the site on or around July 29, 2022.

It is our intent to ultimately undertake a planning process with relevant departments, partner organizations and the public to determine what preferred amenities and improvements are ultimately desired.

We intend to utilize ARPA funds for the acquisition and closing costs.

Ordinance No. 2022-40

Ordinance No. 2022-40 relates to the purchase of a triangular piece of property comprising approximately 0.203 acres immediately adjacent to the proposed real property purchase contemplated in Ordinance No. 2022-37, and also adjacent to the railroad and Berlin Rd. The City approached the current property owners and negotiated a sales price of \$1,000.00, plus closing costs, with closing anticipated prior to month-end.

Financial Review

The purchase of 624 Berlin Road will be funded from the American Rescue Plan Act (ARPA) grant. FUND227-3400-55102.

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. 2022-37 is in order.

[Ordinance No. 2022-37 Purchase of 624 Berlin Road.doc](#)

[Ordinance No. 2022-37 Exhibit A Purchase of 624 Berlin Rd.pdf](#)

ORDINANCE NO. 2022-37

Introduced by Sam Artino

AN ORDINANCE AUTHORIZING THE CITY MANAGER'S EXECUTION OF AN AGREEMENT TO PURCHASE REAL PROPERTY LOCATED AT 624 BERLIN ROAD AND 729 BERLIN ROAD IN THE CITY OF HURON, ERIE COUNTY, OHIO, PARCEL NUMBERS 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000 IN THE AMOUNT OF ONE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$174,500.00), AND DECLARING AN EMERGENCY

WHEREAS, the property located at 624/729 Berlin Road, Parcel Numbers 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000, Huron, Ohio was listed for public sale by the Estate of Charles F. Ross, III at a list price of One Hundred Seventy-Four Thousand Five Hundred and 00/100 Dollars (\$174,500.00); and

WHEREAS, the bid of the City of Huron was accepted in the amount of One Hundred Seventy-Four Thousand Five Hundred and 00/100 Dollars (\$174,500.00) on July 5, 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 the Estate of Charles F. Ross, III for the purchase of property located at 624/729 Berlin Road, Huron, OH; Parcel Numbers 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000 in the amount of One Hundred Seventy-Four Thousand Five Hundred and 00/100 (\$174,500.00). A copy of said Purchase Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

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: _____

Working With Other Brokerages

When RE/MAX Quality Realty lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. RE/MAX Quality Realty does reserve the right, in some instances, to vary the compensation it offers to other brokerages.

As a seller, you should understand that just because RE/MAX Quality Realty shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and RE/MAX Quality Realty will be representing your interests.

When acting as a buyer's agent, RE/MAX Quality Realty also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

There is an in depth version of our office policy on file available to you upon request to your agent.



March 25, 2008



Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

*We hope you find this information to be helpful as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an **Agency Disclosure Statement** that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.*

Ohio law requires that we ask you to sign the attached receipt of this pamphlet.



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

RE/MAX Quality Realty

We are pleased you have selected RE/MAX Quality Realty to help you with your real estate needs. Whether you are selling, buying or leasing real estate, RE/MAX Quality Realty can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Enclosed in this brochure is some information that explains the various services agents can offer and their options for working with you.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Matthew Lasko, City Manager

Name

(please print)

Name

(please print)

Matthew D. Lasko, City Manager

Signature

Date

dotloop verified
07/01/22 2:30 PM EDT
MHJG-FPSB-C9ZR-JPQK

Signature

Date



AGENCY OPTIONS

Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and account for any money they handle in the transaction. In rare circumstances a listing broker may offer "subagency" to other brokerages which they would also represent the seller's interests and owe the seller these same duties.

Representing the Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as "buyer's agency". A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interest, disclose material facts to the buyer, maintain confidential information and, account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as "dual agency". When a brokerage and its agents become "dual agents", they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Buyer and Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Our office policy at RE/MAX Quality Realty:

RE/MAX Quality Realty does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but RE/MAX Quality Realty and at least 1 manager will act as a dual agent.

This means the brokerage and its manager(s) will maintain a neutral position and not take any actions that will favor one side over the other. RE/MAX Quality Realty will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and RE/MAX Quality Realty will act as a dual agent but only if both parties agree. As a dual agent they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer you may also choose to represent yourself on properties RE/MAX Quality Realty has listed. In that instance RE/MAX Quality Realty will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 624 Berlin Rd., Huron, OH 44839

Buyer(s): City of Huron

Seller(s): Estate of Charles F. Ross III

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Victoria Borger / Tina Hormell and real estate brokerage REMAX Quality Realty will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- ☒ represent only the (check one) ☒ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

Matthew D. Laska, City Manager
BUYER/TENANT DATE

BUYER/TENANT DATE

Michael S. Ross, Administrator
SELLER/LANDLORD DATE

SELLER/LANDLORD DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

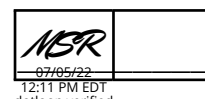
Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



Property Address:



RE/MAX Quality Realty



Offer to Purchase and Acceptance

Selling Brokerage: RE/MAX Quality Realty Agent: Victoria Borger / Tina Hormell

Listing Brokerage: RE/MAX Quality Realty Agent: Victoria Borger / Tina Hormell

Date: 07/01/2022

Purchaser(s): City of Huron Seller(s): Estate of Charles F. Ross III

Purchaser(s): _____ Seller(s): _____

1. **THE UNDERSIGNED PURCHASER(S)**, hereinafter referred to as the "Purchaser", (whether one or more), offers to purchase from the Seller(s), hereinafter referred to as the "Seller", (whether one or more), and the Seller agrees to sell the following described premises:

4. **Property Address:** 624 Berlin Rd., Huron, OH 44839

5. **Parcel(s) #:** 39-00529.000, 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.000, 42-01398.000, 42-01399.000, 42.01400.000

(hereinafter referred to as "Property").

6. **MLS#** 20202534, with fact sheet attached and incorporated herein.

7. The Property shall include the land, all appurtenant rights, privileges and easements, all buildings and

8. fixtures, and such of the following **as are now on the Property, in their "AS-IS" present condition,**

9. **including without limitations:** All window/door shades, all blinds, awnings, storm windows and

10. screens, curtain/drapery rods and fixtures, T.V. antennas and satellite dishes (unless leased), gas or

11. electric heaters that are affixed or attached, water heater, water softener and water treatment systems

12. (unless leased), all heating, plumbing and bathroom fixtures, affixed mirrors, all built in appliances

13. and accessories, door bells, all tacked down carpeting and floor coverings, light fixtures and ceiling

14. fans, fire and smoke detectors, fireplace screens and related equipment and tools including grates,

15. swimming pool with equipment related to operation of pool, all landscaping, **all fuel tanks (unless**

16. **leased) with all fuel to remain,** any security system(s) and controls, **all thermostats presently**

17. **attached and in use, all garage door openers and controls,** and all that is real estate.

18. All fees associated with the transfer of any security systems or warranties shall be the responsibility

19. of the Purchaser.

20. **The following additional items shall remain on the premises for "free" and are included and**

21. **considered of no value:** _____

22. _____

23. _____

24. **The following items shall be excluded and remain the property of the Seller:** _____

25. _____

26. **PURCHASE PRICE:**

27. Purchaser agrees to purchase and Seller agrees to sell the Property for the sum of...\$174,500

28. Payable as follows:

29. (a) **Earnest money** shall be paid and deposited in a non-interest bearing trust

account with RE/MAX Quality Realty, within four (4) days

from the date of Acceptance. Amount of earnest money.....\$5,000

30. (b) **Cash down payment** to be deposited in escrow at closing\$Balance

Purchaser's
Initials/Date MLL
Rev. Feb. 2021 07/01/22 2:30 PM EDT dotloop verified

Seller's
Initials/Date MBR
07/01/22 12:11 PM EDT dotloop verified

Property Address: 624 Berlin Rd., Huron, OH 44839

31. (c) **Financing** by a lending institution in the amount of\$0
32. ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☒ Other
33. Cash purchase
34. (d) **Seller's contribution/concessions toward Purchaser's lender's closing costs, points, pre-pays, hazard insurance and/or other costs payable by Purchaser:**
35. **pre-pays, hazard insurance and/or other costs payable by Purchaser:**
36. ☒ NONE OR ☐ \$ _____

37. **FUNDS TO CLOSE ESCROW:** All parties acknowledge that "Good Funds" are required to close escrow. "Good Funds" are defined by the Ohio Revised Code 1349.21 - 1349.22 as cash deposited or funds wired to the Escrow/Closing Agent. Cashier's or certified checks in excess of \$10,000.00 cannot be accepted. Those funds must be wire transferred to the Escrow/Closing Agent.

41. **WIRE FRAUD** is increasing in the real estate industry. The Purchaser will receive wire instructions through the US Mail or encrypted email from the Escrow/Closing Agent ONLY. No agent or broker will ever send wire instructions. If you should receive an UNENCRYPTED email containing Wire Transfer Instructions, **DO NOT RESPOND TO THAT EMAIL!** Instead, call your Escrow Officer/Closer immediately, using previously known contact information and NOT information provided in the UNENCRYPTED email, to verify the information prior to sending funds. Do not accept revised or altered wire instructions without verifying the authenticity of the instructions with the Escrow/Closing Agent by using previously known contact information. Beware of any email in which there are typographical errors, especially if the sender's email address is different from the Escrow/Closing Agent's email address.

51. **DEFINITION OF "DAYS":** For purposes of this Agreement, "days" shall be defined as calendar days.

52. **EARNEST MONEY AND/OR RELEASE OF CONTRACT:** The earnest money of Purchaser receipted below shall be held in a non interest bearing trust account and disbursed as follows:

53. (a) If this offer is not accepted within the provided time herein, the earnest money shall be returned in full to the Purchaser; or
54. (b) If this offer is accepted, the earnest money shall be credited at closing against the purchase price, Purchaser's down payment, and/or Purchaser's closing costs.
55. (c) If this offer is accepted and the Seller or Purchaser fails or refuses to perform any of their respective obligations under this Agreement, the earnest money shall be held in trust until (1) the Seller and Purchaser have settled their dispute and authorized signed written instructions specifying how the broker is to disburse the earnest money, and the broker acts pursuant to those instructions; or (2) the broker receives a copy of a final court order that specifies to whom the earnest money is to be awarded and the broker acts pursuant to the court order.
56. (d) If after two years from the date of the earnest money deposit, the parties have not provided the broker with written instructions signed by Seller and Purchaser directing disbursement of the earnest money deposit, or written notice that legal action to resolve the dispute has been filed, the broker shall return the earnest money to the Purchaser with no further liability to, or with no further notice to the Seller.
57. (e) If the broker is unable to locate the Purchaser at the time the disbursement is due, after providing the notice that division (D) of section 169.03 of the Ohio Revised Code requires, the broker shall report the earnest money as unclaimed funds to the director of commerce pursuant to section 169.03 of the Ohio Revised Code and remit all of the earnest money to the director.

Property Address: 624 Berlin Rd., Huron, OH 44839

58. **FINANCING:** Purchaser agrees that within n/a days of acceptance of this offer, Purchaser
59. shall apply for a loan at the currently available rates and terms. Purchaser shall use their best
60. efforts to obtain said loan. If Purchaser cannot obtain a commitment for such financing within n/a
61. days of acceptance of this contract, this contract shall thereupon terminate and be null and void, and
62. the earnest money shall be returned in full to the Purchaser. Purchaser shall inform selling agent
63. immediately upon receipt of a definite commitment or non-commitment of financing.

64. **CLOSING:** All funds and documents necessary for the completion of this transaction shall be
65. placed in escrow with the lending institution or escrow company with title transferring from
66. Purchaser to Seller on or before 07/29/2022
67. If the title cannot be transferred by the later date, due to any government regulation or lender
68. requirements pertaining solely to the Truth-in-Lending Act/RESPA Integrated Disclosures
69. ("TRID"), the closing/transfer date shall be extended for a period not to exceed 7 days.

70. **POSSESSION:** Seller shall deliver possession to the Purchaser in the same condition as of the date
71. of acceptance, except for ordinary wear and tear, within Immediate - 0 days following the date the
72. property was recorded and transferred. Seller shall pay all utilities during said possession
73. period and shall keep insurance in place for their personal items. Possession days shall be at no cost
74. to the Seller until 12pm (AM) or (PM) on the possession date. Property shall then be
75. clear of all Seller's personal property and debris that may be found in all buildings and land of the
76. subject property. The Seller shall pay to the Purchaser \$150 per day for each day of
77. possession by the Seller beyond the possession date until the Seller vacates the Property, which
78. includes the removal of all personal property. This fee shall not be construed as the Purchaser's
79. exclusive legal remedy.


80. **TITLE AND ESCROW PROVIDER:** Title evidence and escrow services shall be provided by:
81. Southern Title. Title shall be transferred to Purchaser in
82. the name of: City of Huron
83. Form of ownership: TBD



84. **CONVEYANCE:** Seller shall deliver to Purchaser a General Warranty Deed with appropriate
85. release of dower, (or Fiduciary Deed, if applicable), conveying a good and marketable title in the
86. Property to the Purchaser free and clear of all liens and encumbrances whatsoever except (a) any
87. mortgages, liens and/or encumbrances created by or assumed by Purchaser; (b) gas and oil leases;
88. (c) restrictions of record, reservations, limitations of record, easements of record, covenants and
89. conditions; (d) zoning ordinances, if any; (e) legal highways; and (f) taxes and assessments, both
90. general and special, for the current half of the taxable year and thereafter, not yet due and payable.
91. Taxes and assessments, which are liens, or which have not been certified to the auditor or which
92. have been certified but have not been placed on the duplicate or have been deferred, but not yet
93. due and payable.

94. **HOME WARRANTY:** There are several Limited Home Warranty policies available. Such
95. policies have deductibles and may be limited in scope of coverage. A Limited Home Warranty may
96. not cover pre-existing defects in the property. If Seller does not provide said Limited Home
97. Warranty, Purchaser has the right to purchase the same.

98. YES ☐ or NO ☒ to be paid for by ☐ Seller or ☐ Purchaser.
99. Brokers/Agents may receive compensation from the sale of a Home Warranty. The paperwork
100. shall be completed by the Agent who initiated the sale of the Home Warranty and shall attach it
101. hereto.

102. **Name of Warranty** _____ **Cost to Provider** _____

Purchaser's
Initials/Date 
Rev. Feb. 2021 dotloop verified

Seller's
Initials/Date  
dotloop verified

Property Address: 624 Berlin Rd., Huron, OH 44839

103. MRJ Purchaser **DECLINES** coverage of a Limited Home Warranty Policy.
(Purchaser's initials, if declining)

104. **If Purchaser declines the coverage, they agree to hold the Brokers and Agents harmless from**
105. **any liability for the repair or replacement of a system or appliance that could otherwise have**
106. **been covered by the warranty.**

107. **CONDITION OF PROPERTY WITH INSPECTIONS:** The Purchaser agrees to purchase the
108. property, including the land, all buildings, improvements, and fixtures thereon in their present
109. physical condition "**AS-IS**", and has examined the physical condition, value, character, and size
110. of the property and signed this agreement as a result of said examination. **Seller** states that there
111. are no citations filed by local authorities alleging any zoning or building code violations except:
112. _____ (None, if nothing inserted).

113. Seller grants to the Purchaser the right to further inspect the property for possible non-operational
114. items, repair items, conditions that may be *toxic*, and any other defects whether visible or hidden.
115. Inspection is to include, **but is not limited to**, the property, land, all buildings, improvements, and
116. fixtures thereon for any and all conditions that may impact upon Purchaser's decision to complete
117. said agreement.

118. Purchaser has the right and duty to inspect the subject property and/or have it inspected by a
119. an independent professional inspector(s) of the Purchaser's choice within the specified number of
120. days from the date of acceptance, as shown below. As applicable, the inspector shall be
121. licensed by the State of Ohio. Those **EXEMPTED** from the required licensure are: State or local
122. building code officials, certified architects, registered professional engineers, licensed or
123. registered HVAC contractors, refrigeration contractors, electrical contractors, plumbing
124. contractors or hydronics contractors, licensed appraisers, certified insurance adjusters,
125. environmental testers including radon, and licensed pesticide applicators. All other inspectors,
126. must be licensed by the State of Ohio to do home inspections. While broker(s) and agent(s) may
127. refer inspectors or contractors to Purchaser, the Purchaser agrees to be solely responsible for
128. choosing and retaining any inspector, contractor or other service provider.


129. Purchaser shall keep the property free and clear of any liens and shall indemnify and hold
130. RE/MAX Quality Realty, its Sellers, brokers, agents and employees harmless from all liability
131. claims, demands, damages or costs, and shall repair all damage to the property arising from the
132. inspections and/or tests.

133. **Inspections required by any State, County, Local Government or Federal**
134. **Government programs do not necessarily eliminate the need for the inspections listed**
135. **as follows:**

136. YES	136. NO	136. INSPECTIONS	136. EXPENSE OF INSPECTION	
137. ()	137. (x)	General Home _____ days from acceptance	() Purchaser	() Seller
138. ()	138. (x)	Radon _____ days from acceptance	() Purchaser	() Seller
139. ()	139. (x)	Septic System _____ days from acceptance	() Purchaser	() Seller
140. ()	140. (x)	Water Potability _____ days from acceptance	() Purchaser	() Seller
141. ()	141. (x)	Lead Hazards _____ days from acceptance	() Purchaser	() Seller
142. ()	142. (x)	Mold _____ days from acceptance	() Purchaser	() Seller
143. ()	143. (x)	Termite/Pest _____ days from acceptance	() Purchaser	() Seller
144. ()	144. ()	_____ days from acceptance	() Purchaser	() Seller

145. It shall be Purchaser's responsibility to review all public records and consult with required
146. governmental entities as related to Purchaser's intended use of the Property.

Property Address: 624 Berlin Rd., Huron, OH 44839

147. **WAIVER**  (initials) Purchaser elects to **waive** each inspection to
 148. which Purchaser has indicated "NO". Furthermore, any failure by Purchaser to perform any
 149. inspection indicated "YES" herein is a waiver of such inspection and shall be deemed absolute
 150. acceptance of the Property by Purchaser in its "AS-IS" condition. If Purchaser does not elect
 151. inspections, Purchaser acknowledges that Purchaser is acting against the advice of Purchaser's
 152. agent and broker. Purchaser further releases all agents, brokers and employees from any liability
 153. for attending the inspection process as they are not qualified contractors or licensed inspectors.
 154. Conditions disclosed to Purchaser in writing by Seller or Seller's agent prior to acceptance of this
 155. agreement, or any maintenance and repair items discovered during any inspections totaling less
 156. than **\$500.00 shall be assumed by Purchaser, and Purchaser shall have no right to terminate**
 157. **this contract should defects be less than \$500.00.**

158. **LIMITATIONS OF REMEDIES FROM INSPECTIONS:** Should inspections or
 159. investigations disclose conditions or information that is unsatisfactory to the Purchaser that is
 160. above and beyond the aforementioned maintenance and repair items totaling less than \$500.00,
 161. Purchaser shall have **5 days after receipt of the last inspection report** to choose one of the
 162. following remedies:

163. 1. Remove the inspection contingency and accept the property in its "AS-IS" condition.
 OR

164. 2. Terminate this purchase contract, if written inspection report(s) identifies unsatisfactory
 165. conditions NOT previously disclosed in writing by the Seller or listing agent prior to
 166. execution and acceptance of offer. If Purchaser elects to terminate this contract, Purchaser
 167. agrees to provide a copy of the written inspection report(s) provided by the qualified
 168. contractor or licensed inspector to Seller, and both Purchaser and Seller shall therefore agree
 169. to promptly sign a mutual release of contract whereupon the earnest money shall be returned
 170. in full to the Purchaser.

OR

171. 3. Submit, in writing, to the Seller a description of unsatisfactory conditions within **5 days**
 172. after receipt of the last inspection report. Purchaser shall include a copy of the inspection
 173. report specifying the unsatisfactory condition(s). Seller shall then have up to **10 days** from
 174. receiving written notice to agree or not agree, in writing, to have the unsatisfactory conditions
 175. corrected by a qualified contractor. Should Seller be unwilling or unable to correct said
 176. conditions, then Purchaser may cancel the purchase contract by so notifying Seller, in writing,
 177. within **3 days** after such notification from the Seller. Both Purchaser and Seller shall
 178. therefore agree to promptly sign a mutual release of contract whereupon the earnest money
 179. shall be returned in full to the Purchaser.

180. The Purchaser and Seller may mutually agree, in writing, to extend the dates for inspections.
 181. Seller agrees to provide reasonable access to the property for Purchaser to review and approve any
 182. conditions corrected by the Seller.

183. **RESIDENTIAL PROPERTY DISCLOSURE:** The Seller completed the Residential Property
 184. Disclosure Form and Purchaser agrees to hold all brokers and agents harmless from any
 185. misrepresentations, misstatements or errors made by the Seller on said form. Purchaser also
 186. acknowledges and agrees that the brokers and agents have no obligation to verify or investigate
 187. the information provided by the Seller on said form. Real estate brokers and agents are not
 188. inspectors. No party to this agreement shall rely on any statements made by any other party,
 189. real estate broker or agent regarding the condition of said property. Seller agrees to update the
 190. Residential Property Disclosure if any conditions to the property has changed or any substantial
 191. repairs have been made AFTER the completion of said form. Furthermore, Seller and Purchaser
 192. acknowledge that neither broker nor agent assisted the Seller with the completion of the
 193. Residential Property Disclosure Form as that is prohibited by law.

Property Address: 624 Berlin Rd., Huron, OH 44839

194. **RISK OF LOSS:** Seller shall bear the risk of loss to the real estate and appurtenances until the
 195. deed transferring title to Purchaser has been recorded. Seller shall maintain fire and casualty
 196. insurance on the subject property until the deed transferring title to Purchaser has been recorded,
 197. unless noted herein: _____ . If any buildings or other
 198. improvements on the subject premises are substantially damaged or destroyed prior to the filing of
 199. the deed transferring ownership to the Purchaser, the Purchaser shall have the option of
 200. (A) accepting the proceeds of any insurance payable as a result of such damage or destruction, or
 201. (B) terminating this contract in which latter case all funds and documents shall be returned to the
 202. parties depositing them and this contract shall be null and void. If Purchaser does not make such
 203. election within fifteen (15) days after receiving notice of such damage or destruction, the
 204. Purchaser shall be presumed to have elected to complete the transaction.

205. **LEASES:** Seller agrees that within 10 days of acceptance of this offer, Seller shall furnish to
 206. Purchaser copies of all written leases and a letter signed by each tenant specifying the nature and
 207. duration of the tenant's occupancy, rental rates, and advanced rent and security deposit amounts
 208. paid by tenant. If Seller is unable to obtain such letter from any tenant, Seller shall furnish the
 209. same information to Purchaser within said time period in the form of a Seller's affidavit, and
 210. Purchaser may contact tenants thereafter to confirm such information. At closing, Seller shall
 211. deliver and assign all original leases to Purchaser. *Seller is unaware of any lease except*
 212. _____ (None, if nothing inserted).

213. **TITLE:** An ALTA – 2006 Owners Fee Policy of Title Insurance in the amount of the
 214. purchase price shall be issued and provided to the Purchaser showing a good and marketable title
 215. in fee simple, free and clear of all liens and encumbrances except those specifically set forth in this
 216. Agreement. Merchantability of title shall be determined in accordance with the Standards of Title
 217. Examination by the Ohio State Bar Association. If a defect in the title appears, Seller shall have
 218. thirty (30) days after notice to remove such defect. If the defect cannot be remedied, then at the
 219. option of the Purchaser, all funds and documents shall be returned to the parties depositing them
 220. and this contract shall be null and void.

221. Should the Purchaser elect, or their lender require additional/enhanced title insurance coverage,
 222. Purchaser shall then pay that additional cost for said upgrade above the ALTA 2006 – Owners
 223. Title Insurance Policy cost.

224. **TAXES, ASSESSMENTS AND PRORATIONS:** Unless otherwise so stated in this Purchase
 225. Contract, all real estate taxes and assessments shall be prorated as of the deed recordation date on
 226. the basis of the latest available certified tax duplicate. Additionally, any tenant rents, condo fees,
 227. homeowner's association fees, maintenance fees and interest on any mortgage assumed by
 228. Purchaser, if any, shall be prorated as of the date the title is transferred and deed is recorded. Any
 229. Security Deposits shall be credited to the Purchaser at closing.

230. Seller shall inform Purchaser if the property may be subject to an agricultural tax recoupment,
 231. (CAUV) _____ (None, if nothing inserted).

232. In the event the property is subject to any agricultural tax recoupment, the (CAUV) recoupment,
 233. shall be paid by ☐ Purchaser OR ☒ Seller.

234. Purchaser acknowledges that tax and assessment prorations at closing are based upon the previous
 235. year tax valuations. New assessments and tax increases due to recent improvements, recent voted
 236. millage, change in valuation, board of revision actions or roll backs, etc. may result in increased
 237. tax billings and/or additional tax amounts due. Purchaser acknowledges and agrees that the
 238. purchase price reflects the Purchaser's assumption of such potential increased tax obligations.

Property Address: 624 Berlin Rd., Huron, OH 44839

(TAXES, ASSESSMENTS AND PRORATIONS, CONTINUED)

239. Furthermore, should the latest available tax duplicate decrease in valuation, the Seller
240. acknowledges that there shall be no future adjustment for any prorations given at the time of
241. closing.



242. Special assessments, if any, which are a lien against said Property, shall be prorated and assumed
243. by Purchaser as of the date of title transfer, unless otherwise so stated in this agreement.
244. Seller is unaware and has received no notification of any future assessments against said property
245. or of any pending orders of any governmental agency against said property except the following:
246. _____ (None, if nothing inserted).

247. If the Property being transferred is **NEW CONSTRUCTION** and was recently completed or is in
248. the process of completion at the time this agreement was signed by the parties, the escrow/closing
249. agent is instructed to make a good faith estimate of the taxes to be owed on the value of the
250. improved property to the date of title transfer and shall reserve sufficient funds in escrow, from the
251. Seller's net proceeds, to pay those taxes when they become due and payable after title transfer.
252. Any balance owed or overage collected shall be paid from or returned to the Seller.

253. **UTILITIES:** Seller shall be liable for any requirements of the gas, electric, and/or other utility
254. companies at the time of transfer of utilities, even though such transfer may occur after closing.
255. Seller shall pay all accrued utility bills to the date of delivery of possession of the Property.
256. Purchaser shall transfer utilities into his or her name by the time Purchaser takes possession of
257. the Property. Escrow agent is authorized to withhold \$400 from the Seller's proceeds
258. to secure payment of their final water and/or sewer bills which may become a lien to the property,
259. if unpaid. Escrow agent shall pay the final water and/or sewer bill for the Seller and shall
260. reimburse any balance held to the Seller upon payment of final bill, or receipt of paid final billings
261. by the Seller.

262. **CHARGES PAID BY SELLER THROUGH ESCROW:** Seller shall pay through escrow:

- 263. (a) Any real estate transfer fee or tax;
- 264. (b) Any amount required to discharge record of any mortgage, lien or encumbrance not
otherwise assumed by Purchaser;
- 265. (c) The cost of the title examination and one half (1/2) the cost of insuring premiums for an
ALTA – 2006 Owners Fee Policy of Title Insurance;
- 266. (d) Any amount due to the Purchaser by reason of prorations;
- 267. (e) The commission of the Brokerage payable at closing as per the listing agreement;
- 268. (f) The cost of deed preparation;
- 269. (g) One half (1/2) of the escrow fee, unless VA/FHA or other loan/lender requirements
prohibit payment of escrow fees by Purchaser in which case Seller shall pay the entire
escrow fee;
- 270. (h) The cost of any repairs that were completed, but not yet paid for, by the date of closing;
- 271. (i) Any other penalties, delinquencies or charges which are or may become due as a direct result
of the Seller's ownership of the property, or any other liens or charges that may become
liens by reason of the acts or failure to act of the Seller. Seller shall also pay directly all
utility charges, including water and sewer rents, to the date of filing the deed for record,
or the date of possession by Purchaser, whichever is later. ***Seller shall maintain
adequate fire and casualty insurance on the property until the title transfers.**
- 272. (j) If this property is listed for sale by RE/MAX Quality Realty, the Document Protection
Service Fee in the amount of \$200.00 shall be paid to RQR Imaging, LTD. Seller
acknowledges that Dale and Ellen Coffman are principal stockholders in Coffman Group,
Inc., dba RE/MAX Quality Realty and are principal members of RQR Imaging LTD.

Purchaser's
Initials/Date 
Rev. Feb. 2021 

Seller's
Initials/Date 


Property Address: 624 Berlin Rd., Huron, OH 44839

273. (k) **Seller's contribution/concessions:** ☐ Yes or ☒ No Seller shall pay Purchaser's lender's closing costs, points, prepaids, hazard insurance, and any other costs payable by Purchaser, through escrow, as identified on line 36 of this Agreement.

274. (l) Other _____

275. _____

276. _____ (None, if nothing inserted).

277. **CHARGES PAID BY PURCHASER THROUGH ESCROW:** Purchaser shall pay through Escrow:

278. (a) The cost of preparation and recording any mortgage placed on the property by Purchaser and all costs and fees incidental thereto;

279. (b) The cost of recording the deed, any mortgage, and all costs and fees incidental thereto;

280. (c) One half (1/2) of the escrow fee, unless VA/FHA or other loan/lender requirements prohibit Purchaser to pay;

281. (d) One half (1/2) of the cost of insuring premiums for An ALTA - 2006 Owners Fee Policy of Title Insurance. Should the Purchaser elect, or their lender require, additional/enhanced title coverage, Purchaser shall then pay that additional cost for said upgrade above the ALTA 2006 - Owners Title Insurance Policy cost.

282. (e) Commission, if any, payable by Purchaser as per the Purchaser's Representation Agreement with Purchaser's brokerage;

283. (f) If Purchaser is purchasing this property through RE/MAX Quality Realty, the Document Protection Service Fee in the amount of \$200.00 shall be paid to RQR Imaging, LTD. Purchaser acknowledges that Dale and Ellen Coffman are principal stockholders in Coffman Group, Inc., dba RE/MAX Quality Realty and are principal members of RQR Imaging, LTD. This fee is only payable if the Purchaser is represented by a RE/MAX Quality Realty agent exclusively or in a Dual Agency capacity.

284. (g) **OTHER** _____
 _____ (None, if nothing inserted).

285. **IT'S FURTHER AGREED:** This offer is contingent on the City of Huron city council approving this

286. purchase contract at their meeting on July 12, 2022. Purchaser will notify seller by 5pm on July 13, 2022 in

287. writing if this contract is not approved by city council. Upon notification, if not approved by city council, this

288. contract is null and void and all parties will sign a release and earnest money will be returned to the purchaser.


289. Seller shall have all contents inside of home removed prior to closing, and any personal items or rubbish will be



290. removed from outside grounds.

291. _____

292. _____

293. _____ (None, if nothing inserted).

Purchaser's
 Initials/Date 
 Rev. Feb. 2021 dotloop verified

Seller's
 Initials/Date  
dotloop verified

Property Address: 624 Berlin Rd., Huron, OH 44839

294. **CLOSING DISCLOSURE OR HUD SETTLEMENT STATEMENT:** Seller and Purchaser
 295. hereby authorize and instruct the escrow agent to send the Closing Disclosure or HUD Settlement
 296. Statement to the listing and selling agents for their review prior to closing. Furthermore, the
 297. escrow agent is also authorized to send a fully signed Closing Disclosure or HUD Settlement
 298. Statement to the listing and selling agents and/or brokerages for their records after the closing.
 299. Seller and Purchaser acknowledge that their agents and brokers are not experts in title work or
 300. closing documents and that these copies are for the completion of their files.

301. **ADDENDUMS:** Additional terms and conditions are attached hereto with the following
 302. addendums:



☒ Agency Disclosure; ☐ Residential Property Disclosure;
☒ Lead Based Paint Disclosure; ☐ House Sale Contingency Form;
☐ Back Up Offer Addendum; ☐ FHA Addendum;
☐ H.O.A. and/or Condominium By-laws; ☐ OTHER ADDENDUMS: ☒




Residential Property Disclosure Exemption Form (None, if nothing inserted).

303. **OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW.** Seller represents
 304. that Seller has disclosed to Purchaser any and all notices received pursuant to Ohio's sex offender
 305. law. Purchaser acknowledges that the information disclosed may no longer be accurate and
 306. assumes the responsibility to check with the local sheriff's office or other public records that are
 307. available. Purchaser shall rely on Purchaser's own inquiry and shall not rely on Seller or any real
 308. estate agent or broker involved in the transaction to determine if a sex offender resides in the area
 309. of any property the Purchaser may purchase. In the event the Purchaser's investigation uncovers
 310. unsatisfactory information, Purchaser may terminate this agreement within five (5) calendar days
 311. from written acceptance of this offer.

312. **FAIR HOUSING STATEMENT:** It is illegal, pursuant to the Ohio Fair Housing Law, Division
 313. (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601,
 314. as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing
 315. accommodations, refuse to negotiate for the sale or rental of housing accommodations, or
 316. otherwise deny or make unavailable housing accommodations because of race, color, religion,
 317. sex, familial status, as defined in 4112.01 of the Revised Code, ancestry, military status as defined
 318. in that section, disability as defined in that section, or national origin or to so discriminate in
 319. advertising the sale or rental of housing, in the financing of housing, or in the provision of real
 320. estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to
 321. sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or
 322. persons belonging to one of the protected classes.

323. **FINAL WALK-THROUGH:** Purchaser shall be given the opportunity to walk through the
 324. property up to 3 _____ days prior to the date the title transfers to the Purchaser. Purchaser
 325. acknowledges the purpose of the walk-through is for the sole purpose of verifying the Property
 326. is in the same or similar condition, excluding normal wear and tear, as it was as of the date of
 327. acceptance of this agreement by the Seller. Purchaser is prohibited from raising any issues during
 328. the walk-through as to the condition of the property which were in existence as of the date of
 329. acceptance of this agreement by the Seller.

Purchaser's
 Initials/Date 
 Rev. Feb. 2021 

Seller's
 Initials/Date  


Property Address: 624 Berlin Rd., Huron, OH 44839

(FINAL WALK-THROUGH, CONTINUED)

330. In the event Purchaser discovers a material change of an adverse nature in the condition of the
 331. Property, Purchaser shall promptly notify the Seller, Seller's agent, Purchaser's agent and
 332. Escrow/Closing agent in writing of the nature of such change(s). Written notification of such
 333. material change shall be made within 24 hours following the final walk-through of the property.
 334. Thereafter, the parties shall mutually agree in writing upon an amount to be either:

1. Held in escrow from Seller's proceeds pending correction of the material adverse change; or
2. Credited to Purchaser through escrow at the time of closing and title transfer.

335. If Purchaser chooses not to do their final walk-through, or if Purchaser does not submit any request
 336. for remedies of new adverse material changes, it shall be construed that the Purchaser has accepted
 337. the condition of the property as satisfactory.

338. **ESCROW AGENT INSTRUCTIONS AND LENDER AUTHORIZATIONS:** This agreement
 339. shall be made a part of, or be used as, the escrow instructions and shall be subject to the Escrow
 340. Agent's standard conditions of escrow not consistent herewith. Seller authorizes Escrow Agent to
 341. obtain written payoff statements from any secured lien holders. Purchaser hereby authorizes their
 342. lender to disclose to the selling agent information about the Purchaser's loan.

343. **LANGUAGE IN BOLD OR CAPITALIZED: FOR EMPHASIS AND PURCHASER'S AND**
 344. **SELLER'S BENEFIT, SOME PROVISIONS HAVE BEEN BOLDED, CAPITALIZED,**
 345. **AND/OR ITALICIZED (LIKE THIS SECTION), BUT EACH AND EVERY PROVISION**
 346. **IN THIS AGREEMENT IS SIGNIFICANT AND SHOULD BE REVIEWED AND**
 347. **UNDERSTOOD. NO PROVISION SHOULD BE IGNORED OR DISREGARDED**
 348. **BECAUSE IT IS NOT IN BOLD OR EMPHASIZED IN SOME MANNER, AND THE**
 349. **FAILURE TO BOLD, CAPITALIZE, OR EMPHASIZE IN SOME MANNER ANY**
 350. **TERMS OR PROVISIONS IN THIS AGREEMENT SHALL NOT AFFECT THE**
 351. **ENFORCEABILITY OF ANY TERMS OR PROVISIONS.**



☐ ☐

352. **ACCEPTANCE:** This offer is open for acceptance until 5pm o'clock (AM) (PM) on
 353. 07/05/2022. Upon acceptance, it shall become a binding contract upon
 354. and accrue to the benefit of the Purchaser and Seller and their respective heirs, executors,
 355. administrators and assigns. It is understood that this agreement contains all the terms and
 356. conditions between the parties, and there are no outside conditions, representations, warranties or
 357. agreements. This agreement shall be governed by the laws of the State of Ohio. Any amendment
 358. or modification hereto must be in writing and signed by the parties. All terms and conditions
 359. herein provided shall survive the closing.

360. In the event that this offer is countered, the above time limit shall no longer apply and new time
 361. provisions shall be written for acceptance.

362. All parties hereby acknowledge receipt of a copy of this offer. **Fax copies, email copies, and**
 363. **electronic signatures** are acceptable methods of communication in this transaction and shall
 364. have the same binding effect upon the parties.

365. **Upon acceptance and delivery, this offer shall become a legally binding contract. Purchaser**
 366. **and Seller are each responsible to obtain for themselves sufficient information and guidance**
 367. **pertaining to financial, legal, and tax consequences of this purchase and sale.**
 368. **Time is of the essence in all provisions of this agreement.**

Purchaser's
 Initials/Date 
 Rev. Feb. 2021 

Seller's
 Initials/Date  


Property Address: 624 Berlin Rd., Huron, OH 44839

369. **PURCHASER:** X Matthew D. Lasko, City Manager dotloop verified
07/01/22 2:30 PM EDT
MXZV-GORC-SUJL-DAX0
(Signature) _____ (Date/Time)

370. (Print name here) City of Huron

371. Phone number(s): _____ Email: _____



372. **PURCHASER:** X _____ (Date/Time)
(Signature)



373. (Print name here) _____



374. Phone number(s): _____ Email: _____

Initialed Action by Seller

375. The undersigned Seller has read and fully understands the foregoing offer and hereby:

376. (, ) **ACCEPTS** said offer and agrees to convey the Property according to the above terms and conditions; or

377. (, ) **REJECTS** said offer; or

378. (, ) **COUNTER OFFER** according to the above modifications initialed by Seller or by attached counter offer addendum(s), if any, which said counter offer shall become null and void if not accepted, in writing, on or before _____ o'clock (AM) (PM) on _____.

379. *In the event of acceptance, Seller agrees and instructs the escrow agent to pay from the sale*
380. *proceeds at closing, the Listing Brokerage, if any, a commission in accordance with the listing*
381. *agreement and the Listing Brokerage's agreement with the Selling Brokerage.*

382. **SELLER:** X Michael S. Ross, Administrator dotloop verified
07/05/22 12:11 PM EDT
QFJU-QQDZ-QL69-BZX8
(Signature) _____ (Date/Time)

383. (Print name here) Estate of Charles F. Ross III

384. Phone number(s): _____ Email: _____

385. **SELLER:** X _____ (Date/Time)
(Signature)

386. (Print name here) _____

387. Phone number(s): _____ Email: _____

Property Address: 624 Berlin Rd., Huron, OH 44839

RECEIPT OF EARNEST MONEY

388. The undersigned Agent or Administrator acknowledges receipt of earnest money in accordance
389. with the terms herein provided.

390. With offer \$ _____ (☐) Cash (☐) Check# _____

391. By: _____

392. Upon Acceptance \$ _____ (☐) Cash (☐) Check# _____

393. By: _____

Brokerage and Agent(s) Information:

394. Listing Brokerage: RE/MAX Quality Realty

395. Listing Brokerage Address: _____

396. Listing Brokerage Phone#: _____

397. Listing Brokerage License#: _____ Office MLS ID# _____

398. Listing Agent(s): Victoria Borger / Tina Hormell

399. Listing Agent(s) Phone Number(s): _____

400. Listing Agent(s) Email: _____

401. Listing Agent(s) License Number: _____

402. Selling Brokerage: RE/MAX Quality Realty

403. Selling Brokerage Address: 1919 Sandusky Mall Blvd., Sandusky, OH 44870

404. Selling Brokerage Phone#: 419-627-1996


405. Selling Brokerage License#: 404728 Office MLS ID# _____


406. Selling Agent(s): Victoria Borger / Tina Hormell

407. Selling Agent(s) Phone Number(s): 419-656-6294

408. Selling Agent(s) Email: borgerhomes@msn.com

409. Selling Agent(s) License Number: 446967

Purchaser's
Initials/Date _____
Rev. Feb. 2021 

Seller's
Initials/Date _____


Ohio Association of REALTORS®
Residential Property Disclosure Exemption Form



To Be Completed By Owner

Property Address:

624 Berlin Rd., Huron, OH 44839

Owner's Name(s):

Estate of Charles F. Ross III
 Michael S. Ross, Administrator

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- ☒ (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- ☐ (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- ☐ (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- ☐ (4) A transfer of new construction that has never been lived in;
- ☐ (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- ☐ (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- ☐ (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner: *Michael S. Ross, Administrator*

dotloop verified
 06/27/22 2:09 PM EDT
 QUQU-PLSQ-HZMD-TDPJ

Date: _____

Owner: Estate of Charles F. Ross III

Date: _____

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: *Matthew D. Lasko, City Manager*

dotloop verified
 07/01/22 2:30 PM EDT
 EQVM-MZIE-V14B-NRFN

Date: _____

Buyer: _____

Date: _____

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.

624 Berlin Rd., Huron, OH 44839

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) ☐ Purchaser has received copies of all information listed above.

(d) ☒ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) ☐ Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☒ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<i>Michael S. Ross, Administrator</i> Seller	dotloop verified 06/27/22 2:09 PM EDT ZJNM-WHNE-VFP1-X707	Estate of Charles F. Ross III Seller	Date
<i>Matthew D. Laska, City Manager</i> Purchaser	dotloop verified 07/01/22 2:31 PM EDT V4Z1H-W5FE-KNAM-HGZ9		Date
<i>Victoria Berger</i> Agent	dotloop verified 06/27/22 12:12 PM EDT ZYNH-MUGO-7PBY-QW07	<i>Victoria Berger</i> Agent	dotloop verified 07/05/22 12:25 PM EDT EJSE-KHRY-ZDHW-ALQF Date



Inspection Waiver/Hold Harmless Agreement

Property Address: 624 Berlin Rd, Huron, OH 44839

RE/MAX Quality Realty strongly recommends that buyer conduct inspections and/or tests of the property and its components. Buyer understands that all real property, fixtures, and equipment may contain defects and conditions that are not apparent or known to the seller and which could affect the property's use, value or safety and result in costly repairs.

Buyer agrees that RE/MAX Quality Realty and its agents have made no representations regarding the property's condition or any necessary remedies and do not guarantee or assume responsibility for the condition of the property.

Buyer acknowledges that Buyer has been provided the opportunity to make this contract to purchase contingent upon the results of such inspections. If buyer chooses not to have inspections performed, buyer acknowledges that buyer is doing so against the advice of RE/MAX Quality Realty and its agents and agrees to hold the brokerage and its agents harmless for any claims, damages, and costs related to the condition of the property, including all components and equipment.

<i>Matthew D. Lesko, City Manager</i>	dotloop verified 07/01/22 2:31 PM EDT HDQY-RKJT-VMJA-XGXN
---------------------------------------	---

Buyer Date

Buyer Date

ORDINANCE NO. 2022-40

Introduced by Sam Artino

AN ORDINANCE AUTHORIZING THE CITY MANAGER’S EXECUTION OF A REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS TO PURCHASE VACANT REAL PROPERTY COMPRISING APPROXIMATELY 0.203 ACRES LOCATED ON BERLIN ROAD IN THE CITY OF HURON, ERIE COUNTY, OHIO, KNOWN AS ERIE COUNTY PERMANENT PARCEL NUMBER 42-60656.000 IN THE AMOUNT OF ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00), PLUS ALL CLOSING COSTS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Huron made an offer to the current owners of vacant property comprising approximately 0.203 Acres located on Berlin Road described as Erie County Permanent Parcel Number 42-60656.000, namely, Thomas P. and Lisa A. Billman, to purchase said real property for public use at a sales price of One Thousand and 00/100 Dollars (\$1,000.00), plus all closing costs; and

WHEREAS, the offer of the City of Huron was accepted in the amount of One Thousand and 00/100 Dollars (\$1,000.00), plus closing costs, on July 11, 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 Real Estate Purchase Agreement and Escrow Instructions (“Agreement”) with Thomas P. and Lisa A. Hillman for the purchase of vacant property comprising 0.203 acres located on Berlin Road, Huron, OH, Erie County Permanent Parcel Numbers 42-60656.000 in the amount of One Thousand and 00/100 (\$1,000.00), plus all closing costs, which Agreement is substantially in the form of the Agreement on deposit in the Clerk of Council’s office. A copy of the proposed Warranty Deed for the transfer of said property 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 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: _____

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Thomas P. Billman and Lisa A. Billman, Grantors, for valuable consideration paid, grant to the City of Huron, Grantee, with "general warranty covenants" as defined in Ohio Revised Code § 5302.06, whose tax mailing address is 417 Main Street, Huron, OH 44839, the following real property:

Situated in the County of Erie, State of Ohio, and more particularly described as follows:

Being the center part of Triangle South of the Railroad, north of the Road in Out-Lot Twenty-Two, Section 1, which contains .203 acres, more or less.

Erie County Permanent Parcel No.: 42-60656.000

Property Address: Berlin Road, Huron, Ohio 44839

Prior Deed Reference: RN 20214465

IN WITNESS WHEREOF, Grantors have set their hands this ____ day of _____, 2022.

GRANTORS:

Thomas P. Billman

Lisa A. Billman

STATE OF OHIO)
COUNTY OF ERIE)

SS:

BE IT REMEMBERED that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public in and for said County, personally came the above-named Thomas P. Billman and Lisa A. Billman, Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer.

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

Notary Public

This instrument was prepared by:

Todd A. Schrader, Esq.
Seeley, Savidge, Ebert & Gourash LLP
26600 Detroit Road, Suite 300
Westlake, Ohio 44145
(216) 566-8200



TO: Mayor Tapp and City Council
FROM: Todd Schrader
RE: Ordinance No. 2022-38
DATE: July 12, 2022

Financial Review

There is no financial impact associated with this ordinance.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you. Due to a recent Court ruling suggesting this section of the Huron Codified Ordinances may be unconstitutional, legal counsel recommends that this section of the code be repealed at this time.

Recommendation

If Council is in agreement, a motion adopting Ordinance No. 2022-38 is in order.

[Ordinance No. 2022-38 Repealing 509.04\(a\)\(2\).docx](#)

ORDINANCE NO. 2022-38
Introduced by William Biddlecombe

AN ORDINANCE REPEALING SECTION 509.04(a)(2) OF THE GENERAL OFFENSES CODE WITHIN THE CODIFIED ORDINANCES OF THE CITY OF HURON RELATING TO DISTURBING A PUBLIC MEETING, AND DECLARING AN EMERGENCY.

WHEREAS, this Council hereby determined that repealing Section 509.04(a)(2) of the Codified Ordinance of the City of Huron is in the best interest of the City of Huron and its citizens and is needed to protect property, both real and personal, located within the City.

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

Section 1. That Section 509.04(a)(2) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows: “(2) Make any utterance, gesture or display which outrages the sensibilities of the group”, shall be and hereby is repealed.

Section 2. That the remainder of Section 509.04 of the Codified Ordinances of the City of Huron shall remain in full force and effect.

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 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; **WHEREFORE**, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Jeff Hall , Finance Director
RE: Ordinance No. 2022-39
DATE: July 12, 2022

Subject Matter/Background

Ordinance No. 2022-39 requests the Council's authorization for changes to the annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the details.

Financial Review

See Exhibit "A" for financial review and details of supplemental appropriations and increase in estimated resources.

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. 2022-39 as presented in order to maintain budgetary compliance.

[Ordinance No. 2022-39 Appropriations.doc](#)
[Ordinance No. 2022-39 Exhibit A Appropriations.xlsx](#)

ORDINANCE NO. 2022-39

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 AN INCREASE IN ESTIMATED RESOURCES.

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 an increase in estimated resources 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, and as amended by Ordinance 2022-30 adopted on May 24, 2022, is hereby amended to provide for supplemental appropriations, appropriation transfers and an increase in estimated resources 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 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, ESTIMATED RESOURCES, AND CASH TRANSFERS
SUMMARY SHEET

Exhibit A

DATE: 7/12/2022
ORDINANCE: 2022-39

Appropriation Measure

Reason for Appropriation Measure

The appropriation measure is necessary to budget for an additional \$30,000 from the General Fund for Information Technology (IT) equipment and maintenance expenditures during 2022. Secondly, the increase in appropriation for 227 ARPA FUND is to accomodate the second and final tranche of funding, expected by July 15, 2022. The original 2022 ARPA budget was set at \$300,000. The COH received \$359,767.52 ARPA in July, 2021, with an additional \$362,640.27 deposit expected by 7/15/22. To date, COH has only spent \$139,304.61 in ARPA funding for US 6 Bike Lane improvements. The \$56,866.42 (Resolution 58-2022) increase in appropriations is required to complete the 2022 Street Paving/Resurfacing project. \$516,411.18 was originally budgeted for FY2022 and the \$73,677.80 increase will be paid from 277 ARPA FUNDS. As a result, the table below depicts an increase in estimated resources to the 227 ARPA Funds to offset the related increase in appropriations for the street paving/resurfacing capital project. In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control, and amendments to estimated resources. The net overall budgetary impact is (\$7,330). Current fund balance in all funds listed is sufficient to cover the budget increases

APPROPRIATION MEASURE

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount	Total Appropriations After Adjustment
GENERAL FUND	110	Information Technology	Prof Maint/Support of IT	\$ 30,000	\$ 58,334
ARPA FUND	227	Adminstration	Other Expenses	\$ 283,103	\$ 583,103
CAPITAL IMPROVEMENT	401	GENERAL CAPITAL PROJ.	Capital Outlay	\$ 56,866	\$ 4,940,047

NET IMPACT ON TOTAL APPOPRIATIONS \$ 369,970

ESTIMATED RESOURCES AMENDMENT

Fund	Fund - Account #	Account Description	Increase/(Decrease) Amount	Total Est. Resources After Adjustment
ARPA Grant Revenue	227-0005-41481	Federal Grant	\$ 362,640	\$ 581,670

NET IMPACT ON TOTAL EST. RESOURCES \$ 362,640.27

Net Overall Impact to Budget \$ (7,330)