



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, August 9, 2022 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

- I. Call To Order** Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council**
- III. Approval of Minutes**
 - III.a** Minutes of the regular Council meeting of June 28, 2022.
 - III.b** Minutes of Council Work Session of July 12, 2022.
 - III.c** Minutes of the regular Council Meeting of July 12, 2022
 - III.d** Minutes of regular Council Meeting of July 26, 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** Resolution No. 18-2022 (as amended) (submitted by Stuart Hamilton)
An amended resolution authorizing the purchase of 800 Neptune water meter radio transmitters from Neptune Technology Group relating to the Neptune AMR Transition Project.
 - V.b** Resolution No. 66-2022 (as amended) (submitted by Stuart Hamilton)
An amended resolution authorizing an amended License Agreement with Atlas Heavy Projects LLC for mooring, offloading and temporary storage of goods at the ConAgra site.
- VI. New Business**
 - VI.a** Resolution No. 68-2022 (*submitted by Matt Lasko*)
A resolution authorizing a Memorandum of Understanding between the Erie County Land Reutilization Corporation and the City of Huron relating to asbestos abatement and structure demolition at 624 Berlin Road, Huron, Ohio.
 - VI.b** Ordinance No. 2022-42 (*submitted by Jeff Hall*)
An ordinance establishing Fund 232 - Opioid Settlement Special Revenue Fund
 - VI.c** Resolution No. 70-2022 (*submitted by Mike Hohler*)
A resolution authorizing the purchase of two (2) Freightliner chassis for the Huron Fire Department.
 - VI.d** Resolution No. 71-2022 (*submitted by Stuart Hamilton*)
A resolution authorizing a Memorandum of Agreement between the Erie Soil & Water Conservation District and the City of Huron relating to the Stormwater Management Plan Project.
 - VI.e** Ordinance No. 2022-43 (*submitted by Jeff Hall*)
An 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)

X.a Executive Session to consider the purchase of property for public purposes.

X.b Executive Session for consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee.

XI. New Business (Continued)

XI.a Ordinance No. 2022-44

An ordinance ratifying the purchase of real property located at 306 Linden Drive, Huron, OH (PPN: 43-00095.000) for public use.

XII. Adjournment



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 18-2022 (as amended) (submitted by Stuart Hamilton)
DATE: August 9, 2022

Subject Matter/Background

This resolution amends Resolution No. 18-2022 previously adopted on January 25, 2022 to correctly reflect the entire project cost for the Neptune AMR Transition Project. Council previously passed a motion to amend this resolution on July 26, 2022, however, to conform with proper procedure, this amendment is now being made via amended resolution.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Resolution No. 18-2022, as amended, is in order.

[Resolution No. 18-2022 Amended.doc](#)

RESOLUTION NO. 18-2022 (AS AMENDED)

Introduced by William Biddlecombe

RESOLUTION NO. 18-2022 ADOPTED ON JANUARY 25, 2022 IS HEREBY AMENDED AS FOLLOWS:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE APPROXIMATELY 800 NEPTUNE WATER METER RADIO TRANSMITTERS FROM NEPTUNE TECHNOLOGY GROUP RELATED TO THE NEPTUNE AMR TRANSITION PROJECT FOR AN AMOUNT NOT TO EXCEED FOUR HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED EIGHTY AND 73/100 DOLLARS (\$476,180.73).

WHEREAS, the City desires to replace its current automated water meter reading equipment due to failures experience due to misreads and battery failure; and

WHEREAS, Neptune Technology Group Inc. is the sole authorized distributor in the State of Ohio for Neptune RF meter reading equipment and software, Neptune water meters and Neptune parts; and

WHEREAS, the City desires to convert its current system to the Neptune AMR system to provide stability in meter readings.

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

SECTION 1. That the Council of the City of Huron authorizes and directs the City Manager to purchase approximately 800 Neptune water meter radio transmitters relating to the Neptune AMR Transition Project for an amount not to exceed Four Hundred Seventy-Six Thousand One Hundred Eighty and 73/100 Dollars (\$476,180.73).

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code

SECTION 3. That this Resolution shall go into effect and be in full force and effect immediately upon its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 66-2022 (as amended) (submitted by Stuart Hamilton)
DATE: August 9, 2022

Subject Matter/Background

This resolution amends Resolution No. 66-2022 adopted by Council on July 26, 2022. The original License Agreement provided for use of the ConAgra site from August 5, 2022 through August 15, 2022. Subsequent to execution of that License Agreement, the City has been advised that Atlas Heavy Projects LLC has experienced mechanical issues, and will not be arriving at the ConAgra site until August 15, 2022. Therefore, an Amended License Agreement has been prepared to reflect usage of the ConAgra site from August 15, 2022 through August 25, 2022, with all other terms and conditions remaining the same.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Resolution No. 66-2022, as amended, is in order.

[Resolution No. 66-2022 Atlas Conagra License Agreement AMENDED.docx](#)

[Resolution No. 66-2022 Exhibit A Atlas License Agreement 2022 - Amendment.docx](#)

RESOLUTION NO. 66-2022 (AS AMENDED)

Introduced by Joe Dike

RESOLUTION NO. 66-2022 ADOPTED JULY 26, 2022 IS HEREBY AMENDED AS FOLLOWS:

A RESOLUTION AUTHORIZING THE CITY MANAGER’S EXECUTION OF AN AMENDED LICENSE AGREEMENT AUTHORIZING ATLAS HEAVY PROJECTS LLC TO USE THE CONAGRA SITE TO MOOR A VESSEL TO OFFLOAD, TEMPORARILY STORE AND MOVE GOODS FROM THE CITY PROPERTY TO RECIPIENTS IN THE GENERAL AREA.

WHEREAS, Atlas Heavy Projects LLC (“Licensee”) has requested the opportunity to moor a vessel on waterways adjacent and contiguous to City property and to offload, temporarily store, and move certain goods of one or more third parties from the City property to recipients in the general area; and

WHEREAS, the City desires to authorize Licensee to use the ConAgra site, as more fully described as the License Area in the Amended License Agreement, to moor a vessel to offload, temporarily store and move goods from the City property to recipients in the general area.

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

SECTION 1. That the City Manager is authorized to execute an amended license agreement with Atlas Heavy Projects LLC according to terms substantially similar to the Amended License Agreement, attached hereto as “Exhibit A.”

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

LICENSE AGREEMENT

This License Agreement (“Agreement”), made by between the CITY OF HURON, OHIO (“City”), and ATLAS HEAVY PROJECTS LLC, a Texas limited liability company (“Licensee”) (with City and Licensee being individually referred to herein as “Party” and collectively referred to herein as “Parties”), is to EVIDENCE THAT:

WHEREAS, Licensee has requested the opportunity to moor a vessel on waterways adjacent and contiguous to City property and to offload, temporarily store, and move certain goods (“Goods”) of one or more third parties from City property to recipients in the general area;

WHEREAS, the Goods will be temporarily held by Licensee on City property on an area depicted on Exhibit A (attached to an incorporated herein by reference)(the “License Area”), and, therefore, it is necessary for the City to grant a revocable license to Licensee to temporarily use the License Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is duly acknowledged by the parties, the parties here to agree as follows:

1. The City hereby grants a license to Licensee to temporarily use the License Area as set forth and described on Exhibit A, for use from August 15, 2022 (the Effective Date”) until August 25, 2022 (the “Deadline”) for a flat, one-time lump-sum rental fee of \$3,500.00. The fee shall be paid to the City on or before August 30, 2022). In the event Licensee he has not removed the Goods from the License Area on or before the Deadline, Licensee shall be obligated to pay the City the sum of \$350.00 daily for each and every day that the Goods remain on the License Area. The License Area depicted on Exhibit A shall exclude any other City-owned property not referenced thereon.
2. The City shall have the unilateral and voluntary option to revoke, terminate or modify this License on forty-eight (48) hours’ notice in the event that the License Area becomes unavailable for use by Licensee as provided for by this Agreement or in the event of Licensee’s breach of this Agreement.
3. Licensee will obtain, in advance of the mooring at Licensee’s sole cost and expense, and provide proof of same to City as may be requested:
 - (a) all necessary security-related services as determined necessary by Licensee, and the City shall not be obligated to provide any additional security beyond ordinary police and fire protection available to all citizens of the City;
 - (b) all necessary site preparation, stabilization, and staging protections to ensure the License Area is safe, suitable, and stable for use as a staging/temporary storage area for the Goods and necessary transportation equipment, which License Area maybe inspected by the City Engineer prior to delivery of the Goods to ensure compliance with this Agreement, and the City Engineer may require additional materials be added to some or all of the License Area to ensure a stable staging environment with a suitable depth of stone or aggregate as directed by the City Engineer to withstand the weight of the Goods and transportation equipment;

- (c) any and all permits necessary or required by the Federal, State (including but not limited to the Ohio Department of Natural Resources), City, and all other local authorities and any and all related agencies requiring such permitting; and
- (d) The Certificate of Insurance referenced in Section 7, below.

4. Licensee will ensure all transportation equipment for the Goods utilize ingress and egress pathways as designated by the City.

5. Other than providing access to the License Area pursuant to this Agreement, the City shall be under no obligation whatsoever to provide any assistance, services, or materials to Licensee for any of Licensee's activities arising or contemplated by this Agreement. The City shall render a detailed cost statement for any and all assistance, services, or materials that the City determines is necessary to accommodate Licensee's use of the License Area. Without waiving the requirements of Licenses to comply with its obligations hereunder, including but not limited to Section 2(b) hereof, items which shall be provided and billed when and where required (as determined by the City) include, but are not limited to:

- (a) The cost of materials to further improve and/or stabilize the Licensee Area (i.e., gravel, stone, etc.);
- (b) The cost of City personnel to inspect and monitor the License Area from the Effective Date to the Deadline;
- (c) the cost of safety and health-related forces if utilized;
- (d) cost to repair, replace and/or remediate the License Area and adjacent and contiguous City property in the event of any damage or environmental contamination of same regardless of cause; and
- (e) and all other cost, fines, fees, penalties, and charges incurred by the City as a direct result of Licensee's use of the License Area and adjacent and contiguous City property and for Licensee's breach of its obligations in this Agreement.

6. The Licensee agrees, at its sole cost and expense, to have the entire License Area cleaned and restored to the condition it was in as of the Effective Date not late than seven (7) business days after the Deadline, including removal of all site preparation and site stabilization materials.

7. The Licensee shall defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, damages, demands, expenses, fees, fines, liabilities, losses, penalties, judgments, and suits for bodily injury, death and all property damage (including but not limited to environmental contamination as a result of Licensee's acts or omissions or those of its contractors) asserted by the City and/or any third parties, including but not limited to actions or causes of actions arising from acts, omissions, or reckless or wanton conduct directly or indirectly relating to any and all of Licensee and Licensee's contractors' activities relating to this Agreement, with such indemnification including all costs of defense, including reasonable attorneys and expert witness fees. Licensee shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Six Million Dollars (\$6,000,000.00) in the aggregate (including excess liability coverage); Owo Million Dollars (\$1,000,000.00) for Property Damage, which policies shall name the City as an additional insured by endorsement, and shall provide a copy of the relevant Certificate of Insurance on or

before the Effective Date. **Notwithstanding any contrary provision of this Agreement, the City's receipt of a valid and accurate Certificate of Insurance is an express condition precedent to the City permitting use of the License Area.**

8. Licensee shall furnish City with evidence that the required insurance referenced in Section 7 has been obtained on or before the Effective Date. But for the inclusion of this Section 8, City would not have entered into this Agreement.

9. Licensee shall ensure all contractors providing transportation services maintain liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; Fifty Thousand Dollars (\$50,000.00) Property Damage, which policies shall name the City as an additional insured and loss payee by endorsement and relevant Certificates of Insurance shall be provided to Licensee on or before the Effective Date.

10. Licensee shall refrain from using the parking lot at the Huron River Boat Access Ramp.

IN WITNESS WHEREOF, the Parties have set their hands to this Agreement as of the date(s) set forth below.

CITY OF HURON, OHIO

ATLAS HEAVY PROJECTS LLC

By: _____

By: _____

Matthew Lasko, City Manager

Printed Name: _____

Title: _____

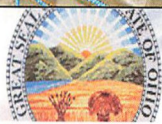
Date: _____

Date: _____

Approved as to form:

Todd A. Schrader, Law Director, City of Huron

EXHIBIT A – DESCRIPTION/SCHEMATIC OF LICENSE AREA



Richard H. Jeffrey
ERIE COUNTY AUDITOR | ERIE COUNTY, OHIO

Date: 10/22/2021
1 inch = 188 feet





TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 68-2022 *(submitted by Matt Lasko)*
DATE: August 9, 2022

Subject Matter/Background

Resolution No. 68-2022 seeks Council approval of a Memorandum of Understanding ("MOU") with the Erie County Land Reutilization Corporation (the "Land Bank" relating to the demolition and asbestos survey/mitigation of the recently acquired property at 624 Berlin Rd., Huron, Ohio (the "Property").

This MOU memorializes the Land Bank's commitment to subsidize the costs related to asbestos surveying and mitigation needs at the Property, as well as grading and reseeded. The City must complete its demolition and other site work at the Property no later than December 31, 2022. Funds will be provided to the City on a reimbursement basis - upon submission by the City of bids and invoices, the County will reimburse the City for those costs. The funds provided are made available through the Delinquent Tax and Assessment Collection Fund. All projects related to the Property will be managed by the City of Huron.

The City greatly appreciates the Land Bank's contribution toward the demolition project to allow the City of Huron to complete a larger park project on the Property.

Financial Review

According to the MOU, the County shall reimburse the City for all costs related to the demolition project including asbestos surveying and mitigation needs, demolition, grading and reseeded the property. Budget neutral.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 68-2022 is in order.

[Resolution No. 68-2022 MOU for 624 Berlin Road.doc](#)

[Resolution No. 68-2022 Exhibit A MOU 624 Berlin Road.DOCX](#)

RESOLUTION NO. 68-2022

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE ERIE COUNTY LAND REUTILIZATION CORPORATION AND THE CITY OF HURON RELATING TO ASBESTOS ABATEMENT AND DEMOLITION OF THE STRUCTURE LOCATED AT 624 BERLIN ROAD, HURON, OHIO.

WHEREAS, the City of Huron owns the property located at 624 Berlin Road, Huron, Ohio bearing Erie County, Ohio Permanent Parcel Number 39-00529.000 (hereinafter, the "Property"); and

WHEREAS, the Erie County Land Reutilization Corporation has received funding to demolish the structure and abate any asbestos located on the Property through the Delinquent Tax and Assessment Collection; and,

WHEREAS, the parties' Memorandum of Understanding will allow the City of Huron to complete a larger park project on the Property.

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

SECTION 1. The Huron City Council authorizes the City Manager to execute the Memorandum of Understanding between the Erie County Land Reutilization Corporation and the City of Huron relating to asbestos abatement and demolition of the structure at 624 Berlin Road, Huron, Ohio, said Memorandum of Understanding to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made on and entered into on this _____ day of _____, 2022, ("Effective Date") between the Erie County Land Reutilization Corporation, an Ohio non-profit corporation, ("County") located at 2900 Columbus Ave., Sandusky, Ohio, 44870, and the City of Huron, a municipal corporation of the State of Ohio, ("City") located at 417 Main St., Huron, Ohio, 44839.

WHEREAS the City owns the property at 624 Berlin Road, Huron, Ohio ("Property"), and

WHEREAS the County has received funding to demolish the structure and abate any asbestos located on the Property through the Delinquent Tax and Assessment Collection, and

WHEREAS the Parties' MOU will allow the City of Huron to complete a larger park project on the property

THEREFORE, in consideration of the mutual covenants herein set out, the City and the County agree as follows:

- I. City's Obligations
 - a. The City shall bid and manage the entire demolition project, which shall include but is not limited to all asbestos surveying and mitigation needs, as well as grading and reseeded the property.
 - b. The City shall complete the entire demolition project by no later than December 31, 2022.
 - c. The City shall provide the County with documentation of the demolition project including bids and invoices.
- II. County's Obligations
 - a. The County shall reimburse the City for all costs related to the demolition project including asbestos surveying and mitigation needs, demolition, grading and reseeded the property.
- III. Term
 - a. This MOU shall become effective on the Effective Date and shall expire on the completion of the demolition project.
- IV. Modifications
 - a. This MOU may be amended by either party. All amendments must be in writing and signed by both parties.
- V. Governing Law
 - a. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question between the City, its agents and employees, and the County, its contractors, subcontractors and agents arising out of or relating to this MOU or its breach will be decided in a court of competent jurisdiction within the County of Erie, State of Ohio.
- VI. Merger.

Erie County Land Reutilization Corporation
MOU for 624 Berlin Road

- a. The provisions of this MOU shall supersede all previous agreements and understandings between the Parties concerning the subject matter hereof.
- VII. Severability
 - a. If any of the provisions of this MOU are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be duly executed
in their respective names, all as of the date hereinbefore written.

WITNESSES:

CITY OF HURON:

WITNESSES:

Erie County Land Reutilization Corporation



TO: Mayor Tapp and City Council
FROM: Jeff Hall , Finance Director
RE: Ordinance No. 2022-42 (*submitted by Jeff Hall*)
DATE: August 9, 2022

Subject Matter/Background

Ohio Rev. Code §5705.09(F) requires subdivisions to establish separate funds for each class of revenue derived from a source other than the general property tax, which the law requires to be used for a particular purpose. Additionally, Ohio Rev. Code §5705.10(I) states that money paid into a fund must be used only for the purposes for which such fund is established.

Before the local government receives its portion from the state, the Auditor of State (AOS) recommends that each participating subdivision accepting the Funds provided by a written ordinance or resolution that the local government Share of the OneOhio Funds shall be placed in a separate fund and used only for the approved purposes as required by the OneOhio MOU. This Ordinance No. 2022-42 establishes that Fund 232 - Opioid Settlement Special Revenue Fund. As the special fund is created under Ohio Rev. Code § 5705.09(F), local governments do not need to seek AOS approval for establishing this new fund. See **Resolutions 51-2021** adopted August 10, 2021 and **Resolution 83-2021** adopted November 23, 2021.

Financial Review

Our first (of eighteen) annual grant fund awards totaling \$2,616.39 was received on 7/15/22 into General FUND 110-0013-41956 for future transfer into "special revenue" FUND 232 once new fund is approved.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Ordinance No. 2022-42 is in order.

[Ordinance No. 2022-42 Establish Opioid Fund 232.docx](#)
[OneOhio Settlement Summary \(1\).pdf](#)

ORDINANCE NO. 2022-42

Introduced by Mark Claus

AN ORDINANCE ESTABLISHING FUND 232 – OPIOID SETTLEMENT SPECIAL REVENUE FUND AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Finance requests that Council enact an ordinance establishing a Restricted Special Revenue Fund entitled “Opioid Settlement Special Revenue Fund 232” for the express purpose of depositing settlement funds distributed to the City of Huron pursuant to the One Ohio Subdivision Settlement pursuant to the One Ohio Memorandum of Understanding and consistent with the terms of the July 21, 2021 National Opioid Settlement Agreement, as authorized by Resolution No. 51-2021 adopted by Huron City Council on August 10, 2021 and Resolution No. 83-2021 adopted by Huron City Council on November 23, 2021.

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

SECTION 1. That there is hereby established a “Opioid Settlement Special Revenue Fund” to be numbered Fund No. 232. The source of revenue deposited into this fund will derive solely from settlement funds to be paid over a period of 18 years per the terms of the OneOhio Subdivision Settlement pursuant to the OneOhio Memorandum of Understanding.

SECTION 2. That this City Council hereby provides that all of the moneys deposited in the Opioid Settlement Special Revenue Fund shall be used consistent with the approved Ohio Abatement Strategies found in Exhibit A of the OneOhio Memorandum of Understanding.

SECTION 3. That the Opioid Settlement Special Revenue Fund shall remain in existence so long as settlement funds are collected and used for the aforesaid purposes, after which the Fund shall be dissolved in accordance with Ohio law.

SECTION 4. That all ordinances or parts thereof in effect at the time of passage of this Ordinance that are in conflict with the foregoing provisions are hereby repealed to the extent of the conflict.

SECTION 5. 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 6. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reasons that it is necessary to make immediate provision for the sound financial operation of the City and in accordance with Section 3.06 of the Charter of the City of Huron, this Ordinance shall take effect and be in full force and effect immediately upon its adoption

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

OneOhio

Summary of Proposed Settlement with AmerisourceBergen, Cardinal Health and McKesson

A settlement proposal is being presented to you for your consideration concerning the opioid litigation with AmerisourceBergen, Cardinal Health and McKesson (the Distributors). The settlement is being offered by the Distributors for resolution of governmental entity claims in the State of Ohio. The proposal utilizes the structure of the OneOhio agreement between the State of Ohio and its subdivisions, subject to one modification discussed below

Under the proposal, the Distributors will pay up to \$829,000,000 to the State of Ohio and its subdivisions over 18 years. Under the OneOhio agreement, these funds will be distributed according to the following allocation: 15% directly to the State of Ohio; 30% directly to subdivisions; and 55% to the OneOhio Foundation (to be utilized for the benefit of the subdivisions across the State of Ohio). Most of the money will be restricted in use and specifically earmarked for abatement of the Opioid Epidemic. Developed in consultation with the nation's leading public health experts, the list of pre-approved uses includes a wide range of intervention, treatment, education, and recovery services so that the state and its subdivisions can decide what will serve their communities.

Participation levels (the percentage of Ohio cities and counties who agree to the deal) will affect how much money the State of Ohio and its subdivisions will receive. About 45% of abatement funds are in the form of "incentive payments" which provide incentives for higher levels of participation. With the goal of getting funds to the community as fast as possible, if 95% participation is reached, abatement funds will begin flowing to the State of Ohio and its subdivisions. Portions of the annual payment to each state may be subject to "suspension" (i.e., placed in escrow) in the event primary subdivisions bring or expand litigation against the distributors past specified suspension deadlines.

Because 45% of the funds are paid in the form of incentive payments, in order for the State of Ohio and its subdivisions to maximize recovery under the proposed settlement, it is critical that participation meets or exceeds 95%. The following is a summary of the base payment and incentive structure:

- Once a state agrees to participate, it is eligible to receive 55% of the funds as a "base payment."
- The remaining 45% can be obtained through a combination of "incentive payments."
- "Incentive A" is up to 40% of the remaining funds. Incentive A is paid if the Litigating subdivisions agree to participate and the State of Ohio enacts legislation to prohibit subdivisions who have not brought claims from bringing them in the future. An alternative would be a total legislative bar. To allow time for the State to enact legislation, Incentive A will be paid in the first two payments, regardless of whether the legislation has been passed. Any overpayment in year one and two will offset future

payment. If Incentive A is not achieved, the State of Ohio can obtain the same amount of funds through Incentives B and C. Incentives B and C are alternatives to Incentive A.

- “Incentive B” is up to 25% of the remaining funds. Incentive B is paid on a sliding scale depending on the population of Litigating Subdivisions that are Participating Subdivisions compared to total population of all Litigating Subdivisions in the State. Must have at least 85% to get any share of Incentive B. However the AG has indicated we need 95%
- “Incentive C” is up to 15% of the remaining funds. Incentive C is paid on a sliding scale depending on the population of Litigating Subdivisions and of Non Litigating Subdivisions that have a population over 30,000 that are Participating Subdivisions compared to the total population of all Litigating Subdivisions and of all Non Litigating Subdivisions with a population over 30,000 in the state. Must have at least 60% to get any share of Incentive C.
- “Incentive D” is 5% of the remaining funds. Incentive D is paid starting in year 6 if the State of Ohio has had no later Litigating Subdivisions bring suit and proceed past preliminary motions in the prior 5 years.

The settlement is only open to governmental entities. Claims brought on behalf of private individuals and businesses (including third-party payers like health and welfare funds and insurers) are not included (and are not released), although individuals, businesses and payers will benefit from the Opioid Remediation funding and injunctive relief provided in the settlements.

In an effort to reduce attorney fees for the subdivisions and potentially increase recovery to the Foundation, attorneys for the subdivisions have agreed to amend OneOhio such that any attorney fees paid by the Distributors for contingency contracts and funding of the Local Government Fee Fund (“LGFF”) from OneOhio will be used to satisfy contingency contracts. Previously OneOhio called for 60% of the LGFF to be utilized for common benefit assessment in the national litigation. By utilizing 100% the LGFF for the contingency fees, there becomes a greater likelihood that the LGFF will have a surplus, which, would revert to the Foundation for the benefit of all subdivisions. Any attorney or law firm receiving fees through this settlement would be required to waive enforcement against their client of any amounts owed in excess of fees recovered through the LGFF.

In addition to money to be used for abatement of the effects of the Opioid epidemic, the settlement provides robust injunctive relief that will require the Distributors make significant changes in the way they conduct their business. Among other changes, the Distributors must follow substantially increased and improved measures to identify suspicious orders and pharmacy customers, under the oversight of an independent third-party monitor. The Distributors each must begin using a clearinghouse that accounts not only for their own opioid shipments, but the shipments of the other distributors. This enables, for the first time, a truer

picture of overall opioids distribution and requires drug distributors to alter their shipments based on the shipments by others. This clearinghouse will use the Distributors' collective data to establish pharmacy-specific opioid shipment limits that each Distributor must follow.

Finally, we ask that you review the chart provided to understand the amount of money your subdivision would receive as their direct 30% share through this proposal. You will note that there are two numbers listed. The lower number is the amount your subdivision is estimated to recover if we reach the minimum threshold of participation. The higher number represents the amount your subdivision is estimated to recover if we meet Incentive A or the 100% participation level.



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 70-2022 (*submitted by Mike Hohler*)
DATE: August 9, 2022

Subject Matter/Background

Resolution No. 70-2022 authorizes a Letter of Intent with Pfund Superior Sales ("Pfund") for the purchase of two (2) Freightliner ambulance chassis.

Background

The City previously entered into a Letter of Intent with Pfund in December of 2021 for the the purchase of a 2022 LifeLine Custom Highliner Medium Duty Ambulance on a Kenworth T-280 chassis. Due to supply issues, the Kenworth chassis is no longer available and the Fire Department has determined that a Freightliner chassis should be substituted. Pfund has agreed to honor its pricing from the 2021 LOI, however, pricing for the Freightliner chassis is not currently available. By executing an LOI for the purchase of two (2) chassis, the City will be in a better position to obtain a new ambulance in the future by having that chassis readily available.

This resolution authorizes execution of the LOI only, and future legislation will be brought before Council for approval once pricing has been finalized. Per agreement, Huron Township will be responsible for 50% of the cost of each chassis/ambulance.

Financial Review

\$150,000 currently budgeted in FY2022 with capital planning in place for an additional \$150,000 in FY2024. FIRE CAPITAL EQUIPMENT RESERVE AND REPLACEMENT FUND (403-1310-0000-000-55210). The actual cost of acquiring both chassis' and the full ambulance packages is unknown at this time. This resolution authorizes the submission of the LOI to purchase.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Resolution No. 70-2022 is in order.

[Resolution No. 70-2022 Ambulance Chassis LOI.doc](#)

[Resolution No. 70-2022 Exhibit A Ambulance Chassis LOI.doc](#)

RESOLUTION NO. 70-2022

Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER OF INTENT BETWEEN PFUND SUPERIOR SALES AND THE CITY OF HURON FOR THE PURCHASE OF TWO (2) FREIGHTLINER CHASSIS.

WHEREAS, the City of Huron previously entered into a Letter of Intent with Pfund Superior Sales (hereinafter, "Pfund") for the purchase of one (1) LifeLine Custom Highliner Medium Duty Ambulance on a Kenworth T-280 Chassis on December 29, 2021 (the "2021 LOI"); and

WHEREAS, subsequent to executing the 2021 LOI, the City has learned that the Kenworth chassis is not currently available, and will not be available into the near future; and

WHEREAS, Pfund has agreed to honor the pricing for the 2022 LifeLine Custom Freightliner Medium Duty Ambulance per the 2021 LOI. The pricing on the chassis, which will now be supplied by Freightliner, has not yet been determined; and

WHEREAS, to prioritize its acquisition of the required chassis, the City will enter into a new Letter of Intent with Pfund to purchase two (2) Freightliner chassis, with the second chassis being used for a future ambulance purchase.

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

SECTION 1. The Huron City Council authorizes the City Manager to execute a Letter of Intent between Pfund Superior Sales and The City of Huron relating to the purchase of two (2) Freightliner ambulance chassis, said Letter of Intent to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



August 10, 2022

Pfund Superior Sales
515 E. Turkeyfoot Lake Rd.
Akron, OH 44319

Re: Letter of Intent: CITY OF HURON

To Whom It May Concern:

Our intention is to purchase two (2) Freightliner Ambulance Chassis, to be used as follows:

1. One (1) chassis to be used in place of the Kenworth T-280 Chassis included in the City of Huron's December 29, 2021 Letter of Intent; and
2. One (1) chassis to be used for a future ambulance purchase.

Contract: Pfund Superior Sales
Shipping Address: Huron Fire Department, 417 Main Street, Huron, OH 44839
Billing Address: City of Huron, 417 Main Street, Huron, OH 44839
Tax Exempt Cert.: On file, if needed

Sincerely,

City of Huron, Ohio

Matthew Lasko

City Manager
(419) 433-5000 ext. 1102
matt.lasko@huronohio.us



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 71-2022 *(submitted by Stuart Hamilton)*
DATE: August 9, 2022

Subject Matter/Background

Resolution 61-2022 authorized the asset collection phase of the City's Stormwater Management Plan. Our partners at Erie Soil & Water Conservation District, recognizing the need and value of a comprehensive stormwater plan, kindly decided to support our efforts in the amount of \$10,000. The legislation of this memorandum of agreement was requested by the Erie Soil & Water Conservation District board. We are thankful of their continued support.

Financial Review

Any fiscal support of the Stormwater Management Plan Project (2023-111) will lessen the reliance on the general Capital Improvement Fund (401) and Storm Water Fund (605). Current encumbrances in planning stage total \$52,000.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Resolution No. 71-2022 is in order.

[Resolution No. 71-2022 MOA for Erie Soil & Water Stormwater \\$10K.doc](#)

[Resolution No. 71-2022 Exhibit A MOA Erie Soil & Water Stormwater \\$10K.docx](#)

RESOLUTION NO. 71-2022

Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE ERIE SOIL & WATER CONSERVATION DISTRICT AND THE CITY OF HURON RELATING TO THE HURON STORMWATER MANAGEMENT PLAN PROJECT.

WHEREAS, the City of Huron has entered into an agreement with OHM Advisors for engineering services to develop a system-wide Stormwater Management Plan (Phase I) pursuant to Resolution No. 61-2022 adopted by Huron City Council on June 14, 2022; and

WHEREAS, the Erie Soil & Water Conservation District recognizes the need and value of stormwater infrastructure data as part of a Stormwater Management Plan; and

WHEREAS, both parties agree that an intergovernmental agreement to provide these services supports a regional approach to the delivery and fulfillment of Stormwater Management requirements.

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

SECTION 1. The Huron City Council authorizes the City Manager to execute the Memorandum of Agreement between the Erie Soil & Water Conservation District and the City of Huron relating to the Huron Stormwater Management Plan Project, said Memorandum of Agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

**MEMORANDUM OF AGREEMENT
FOR PARTIAL FUNDING OF COMPREHENSIVE STORMWATER PLANNING
IN THE CITY OF HURON, OHIO**

Upon this _____ day of _____, 2022 this Agreement is entered into between the Erie Soil & Water Conservation District “District”, and the City of Huron, “City”, for the purpose of providing partial funding for the comprehensive stormwater planning project within the City.

WHEREAS, the District recognizes the need and value of stormwater infrastructure data as part of a Stormwater Management Plan and;

WHEREAS, The City has received proposal(s) for needed survey and data collection and summary report; and,

WHEREAS, both parties agree that an intergovernmental agreement to provide these services supports a regional approach to the delivery and fulfillment of Stormwater Management requirements;

NOW, THEREFORE, the parties agree as follows:

1. The City, agrees to enter into a contract, with a provider of their choice, to provide data collection and field services to identify existing conditions, historic data, and mapping of infrastructure to allow the City to evaluate and prioritize stormwater management improvements throughout the community.
2. The District shall provide partial funding for the project in the amount of \$10,000 upon documentation from the City that a contract has been executed with a provider for these services. This allocation was made based on the scope of services and costs outlined in attached Exhibit “A” (OHM Advisors proposal dated April 20, 2022).
3. The City shall provide a copy of final report(s) to the District for reference and use in the provision of stormwater related services to the City.
4. The effective date of the Agreement shall be upon execution by all parties and shall be in effect for a twelve (12) month period. This Agreement may be extended upon service of written notice by either party of intent to extend the Agreement. Said notice shall be served no later than thirty days prior to the expiration of the original Agreement.
5. Notice. Any notice sent under this Contract shall be in writing and shall be hand delivered or sent by simultaneous U.S. Regular and U.S. Certified Mail, return receipt requested, or via recognized national overnight courier (e.g. Fed Ex, UPS, DHS, etc.), to:

For the District

Erie Conservation District
Attn: District Director
2900 Columbus Ave., Rm 131
Sandusky, OH 44870

For the City

City of Huron
Attn: Service Director
417 Main Street
Huron, OH 44839

6. The terms and conditions of this Agreement shall be amended upon providing written notice of amendment to the other party’s authorized representative. Any modification of

this Agreement shall be binding only if evidenced in writing, signed by the authorized representative of each party.

7. This Agreement may be terminated by either party by giving 30 days written notice of termination to the other party's authorized representative.
8. In the event of invalidation of any portion of this Contract, the remaining sections and subsections shall remain in effect for the duration of the Contract. The Parties may meet to negotiate new terms for the invalidated section or subsection if mutually agreeable.
9. In the event this Agreement is terminated pursuant to Paragraph 7 for any reason, the District shall have no further obligation to make payment to the City, except for payment for Services rendered and owed at the time of termination and the City shall have no further obligation to provide the Services contemplated by this Agreement.
10. This Agreement supersedes all other oral and written agreements between the parties with respect to the services that are the subject of this Agreement and contains all of the covenants and agreements between the parties.
11. The Parties understand and agree that neither Party will defend, indemnify or hold harmless the other; and, that the Parties will provide their own insurance policies for liability protection and insurances deemed necessary or appropriate by each party.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

FOR:

Erie Soil and Water Conservation District

City of Huron

Eric Dodrill, District Director
Erie Conservation District

Signatory, Title
City of Huron

Approved to as to form:

Law Director, City of Huron

EXHIBIT A



TO: Mayor Tapp and City Council
FROM: Jeff Hall , Finance Director
RE: Ordinance No. 2022-43 (*submitted by Jeff Hall*)
DATE: August 9, 2022

Subject Matter/Background

Ordinance No. 2022-43 requests the Council's authorization for changes to the annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the detail.

Financial Review

See Exhibit "A" for financial review and details of an 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. 2022-43 as presented in order to maintain budgetary compliance.

[Ordinance No. 2022-43 Appropriations.doc](#)
[Ordinance No. 2022-43 Exhibit A Appropriations PDF.pdf](#)

ORDINANCE NO. 2022-43

Introduced by Joel Hagy

AN ORDINANCE AMENDING ORDINANCE NO. 2021-41, ADOPTED DECEMBER 14, 2021, TO PROVIDE FOR 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 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, as amended by Ordinance 2022-30 adopted on May 24, 2022, as amended by Ordinance No. 2022-39 adopted on July 12, 2022, and as amended by Ordinance No. 2022-41 adopted on July 26, 2022, is hereby amended to provide for an increase in estimated resources as 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 make the necessary entries on the accounting records of the City to reflect the increase in estimated resources 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

DATE: 7/26/2022
ORDINANCE: 2022-43

Appropriation Measure

Reason for Supplemental Appropriations

Ordinance to recognize and accept the receipt of additional resources to offset the total cost of the Stormwater Management Program. Project #2023-111. Initial budget for design phase of the project equal to \$52,000 paid out of FUND 401 Capital Improvement and FUND 605 Storm Water. In accordance with the Ohio Revised Code, Council is required to

APPROPRIATION INCREASES

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount	Total Appropriations After Adjustment
N/A					

NET IMPACT ON TOTAL APPROPRIATIONS \$ -

ESTIMATED RESOURCES INCREASE/DECREASE

Fund		Fund - Account #	Account Description	Increase/(Decrease) Amount	Total Est. Resources After Adjustment
401 - Capital Improvement		401-5300-53324	Stormwater Management - Consultant Services	\$ 10,000.00	\$ 1,321,396.40

NET IMPACT ON TOTAL BUDGET \$ 10,000

ORDINANCE NO. 2022-44
Introduced by William Biddlecombe

AN ORDINANCE RATIFYING THE CITY MANAGER'S EXECUTION OF AN AGREEMENT TO PURCHASE REAL PROPERTY FOR PUBLIC USE LOCATED AT 306 LINDEN DRIVE IN THE CITY OF HURON, ERIE COUNTY, OHIO, PARCEL NUMBER 43-00095.000 IN THE AMOUNT OF FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00), PLUS CLOSING COSTS, AND DECLARING AN EMERGENCY

WHEREAS, the property located at 306 Linden Drive, Parcel Number 43-00095, Huron, Ohio was listed for public sale by Dona J. Didion, Trustee at a list price of Six Thousand Five Hundred and 00/100 Dollars (\$6,500.00); and

WHEREAS, the bid of the City of Huron was accepted in the amount of Five Thousand and 00/100 Dollars (\$5,000.00), plus closing costs, on August 5, 2022.

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

SECTION 1. That the City Manager's execution of a purchase agreement with Dona J. Didion, Trustee for the purchase for public use of real property located at 306 Linden Drive, Huron Ohio, Parcel Number 43-00095.000, in the amount of Five Thousand and 00/100 (\$5,000.00), plus closing costs, is hereby ratified. 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: _____



(Split Agency & Dual Agency)

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Simply Better Realty, LLC

We are pleased you have selected Simply Better Realty, LLC. to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Simply Better Realty, LLC. 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. Below is some information that explains the various services that agents can offer and their options for working with you.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

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 would also represent the seller's interests and owe the seller these same duties.

Representing 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 interests, 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 that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

As a seller, you should understand that just because Simply Better Realty, LLC. 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 Simply Better Realty, LLC. will be representing your interests.

When acting as a buyer's agent, Simply Better Realty, LLC. 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.

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, as amended, 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. (Effective: 9/28/11)

We hope you find this information to be helpful to you 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.

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

Authentisign
Matt Lasko 08/05/2022
8/5/2022 8:22:37 AM EDT

Name (Please Print)

Signature

Date

Name (Please Print)

Signature

Date

Revised: 9/2011



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: 306 LINDEN DRIVE Huron, OH 44839
 Buyer(s): CITY OF HURON
 Seller(s): DONA J. DIDION TRUST

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) CARIS WECHTER and real estate brokerage SIMPSON BETTER REALTY, LLC 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.

Matt Laska

08/05/2022

8/5/2022 8:22:47 AM EDT

DATE

BUYER/TENANT

DATE

Josh Didion, Trustee

8/5/2022 12:39:02 PM EDT

SELLER/LANDLORD

SELLER/LANDLORD

08/05/2022

DATE

DATE



Purchase Contract

Approved by
Firelands Association of Realtors



1 **1. PROPERTY.** The undersigned Purchaser(s), The City of Huron,
2 (whether one or more), hereinafter called the "Purchaser", hereby offers to purchase from the undersigned
3 Seller(s), hereinafter referred to as the "Seller", (whether one or more), and the Seller agrees to sell the
4 following described premises:

5 Property Address: 306 Linden Drive Huron, OH 44839
6 Parcel#: 43-00095.000 (hereinafter "Property")

7 The Property shall include the land, all appurtenant rights, privileges and easements, all buildings and fixtures and
8 such of the following as are now on the Property, in their present condition, including without limitations : All
9 window/door shades, awnings, storms and screens, curtain/drapery rods and fixtures, TV antennas and satellite
10 dishes (unless leased), garage door openers and controls, security system(s), gas or electric heaters that are affixed or
11 attached, water heater and softener (unless leased), incinerator, all heating, plumbing and bathroom fixtures, affixed
12 mirrors, all built-in appliances and accessories, door bells, all tacked down carpeting and flooring, light fixtures and
13 ceiling fans, fireplace screen and equipment/ornaments, water treatment systems and tanks (unless leased), all
14 landscaping and fuel tank(s), (unless leased) including fuel, swimming pools and related equipment, fire and smoke
15 detectors, and all that is real estate including: _____
16 _____

17 The Following Shall be **excluded**: _____
18 _____

2. PURCHASE PRICE.

20 Purchaser agrees to buy and Seller agrees to sell the Property for a sum of - \$ 5,000.00

21 Payable as follows:

22 (a) Earnest money as paid (upon acceptance) shall be deposited in a
23 trust account with: _____
24 and credited against the purchase price _____ \$ 500.00

25 (b) Balance of money to be deposited at closing _____ \$ 4,500.00

26 (c) Financing by a lending institution
27 ☐ Conv. ☐ FHA ☐ V.A. ☐ Other _____ \$ _____

28 (d) Financing by the Seller in the form of: CASH OFFER

29 **3. EARNEST MONEY.** The earnest money of Purchaser receipted for below shall be held in trust and disbursed as
30 follows:

- 31 (a) If this Purchase Contract is accepted, the earnest money shall be credited against the purchase price at
32 closing;
- 33 (b) If this Purchase Contract is not accepted within the provided time herein or if this Purchase Contract is
34 accepted and Seller fails or refuses to perform any obligation under this agreement, or any condition of
35 contingency is not fulfilled through no fault of the Purchaser, the earnest money shall be returned, upon
36 written request, in full to Purchaser. The return of earnest money shall not be considered a complete release
37 of any and all claims of Purchaser against Seller.
- 38 (c) If this Purchase Contract is accepted and Purchaser fails or refuses to perform any obligation under the
39 Purchase Contract, all earnest money shall be forfeited by Purchaser and disbursed to Seller. The return of
40 earnest money shall not be considered a complete release of any and all claims of Seller against Purchaser.
- 41 (d) In the event of a dispute between the Seller and Purchaser regarding the disbursement of the earnest money,
42 and the Broker is holding the earnest money deposit, the Broker is required by Ohio law to maintain such funds
43 in the broker's trust account until the Broker receives (a) written instructions signed by the parties specifying
44 how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money

Purchaser's Initial [ML] Address 306 Linden Drive Seller's Initial [JD]

45 is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust
46 account, the parties have not provided the Broker with such signed instruction or written notice that such legal
47 action to resolve the dispute has been filed, the Broker shall return the earnest money to the Purchaser with
48 no further liability to, or with no further notice to the Seller.

49 **4. FINANCING.** Purchaser agrees that within N/A days of acceptance of this Purchase Contract, Purchaser
50 shall apply for a loan at currently prevailing rates and terms for the area, at a lending institution of the Purchaser's
51 choice. Such application must be made in good faith, and Purchaser shall use best efforts to obtain said loan. If
52 Purchaser cannot obtain a commitment for such financing within N/A days after Seller's acceptance of this
53 Purchase Contract, this Purchase Contract shall thereupon terminate, be null and void, and the earnest money shall
54 be returned in full to Purchaser. Purchaser shall inform selling Agent, immediately upon receipt of a definite
55 commitment or non-commitment of financing.

56 **5. CLOSING DATE.** The title shall transfer from the Seller to the Purchaser on or before 9/16
57 2022. TIME IS OF THE ESSENCE IN THIS CONTRACT.

58 **6. POSSESSION.** Seller shall deliver possession to Purchaser in the same condition as of the date of acceptance of this
59 contract, except for ordinary wear and tear and clear of all Seller's personal property and debris, on or before
60 9/16/22 at 3 AM ☐ PM ☒ Seller shall remain, rent free, but pay to
61 Purchaser \$ N/A per day for each day of Possession by Seller beyond said Possession Date. This fee shall not be
62 construed as Purchasers exclusive legal remedy.

63 **7. UTILITIES.** Seller shall be liable for any requirements required by gas, electric, and/or other utility companies
64 at the time of transfer of utilities, even though such transfer may occur after Closing. Seller shall pay all accrued
65 utility bills to the date of delivery of possession of the Property. Purchaser shall transfer utilities into his or her
66 name by the time Purchaser takes possession of the Property. Escrow/Closing agent is authorized to withhold
67 \$ N/A from Seller's proceeds to secure payment of final water and/or sewer bills or to use such funds to
68 reimburse the Seller upon Escrow Agent's receipt of paid final billings from Seller.

69 **8. TITLE.** An Owner's Fee Policy of Title Insurance in the amount of the purchase price, shall be issued, showing Seller
70 or insuring Purchaser, good and marketable title in fee simple, free and clear of all liens and encumbrances except
71 those specifically set forth in this agreement. Merchantability of title shall be determined in accordance with the
72 Standards of Title Examination by the Ohio State Bar Association. If a defect in the title appears, Seller shall have
73 thirty (30) days after notice to remove such defect. If the defect cannot be remedied, then, at the option of the
74 Purchaser, all funds and documents shall be returned to the parties depositing them and this Purchase Contract shall
75 be null and void.

76 **9. TITLE PROVIDER.** Title evidence and escrow services shall be provided by HARTUNG Title Agency
77 (Company). All funds and documents necessary for the completion of this transaction shall be placed in escrow by
78 Seller and Purchaser with Company at the direction of Company. Title shall be transferred to
79 CITY OF HURON.

80 **10. CONVEYANCE.** Seller shall deliver to Purchaser a General Warranty Deed with the appropriate release of dower
81 (or Fiduciary Deed, if applicable) conveying a good marketable title in the Property to the Purchaser free and clear of
82 all liens and encumbrances whatsoever except: (a) Any mortgages, liens and encumbrances created or assumed by
83 the Purchaser; (b) restrictions, reservations, covenants, conditions, limitations of record and easements of record; (c)
84 oil and gas leases of record; (d) zoning ordinances, if any; (e) legal highways; and (f) taxes and assessments, which are
85 a lien, or which have not been certified to the auditor or which have been certified but have not been placed on the
86 duplicate or have been deferred, but not yet due and payable.

87 **11. CONDITION OF PROPERTY.** Purchaser agrees to purchase the Property, including the land, buildings,
88 improvements and fixtures in their present physical condition, and acknowledges that he has examined the physical
89 condition, value, character, and size of the Property and signed this Contract as a result of said examination.
90 Purchaser acknowledges that Purchaser has thoroughly examined the Property, and that Purchaser has had full
91 unimpeded access to the Property. Seller states that there are no citations filed by authorities alleging any zoning or

Purchaser's Initial ML Address 306 Linden DR. Seller's Initial JD

building code violations, and, that to the best of his knowledge, exercising reasonable care and diligence, all gas lines, valves and appliances are free from gas leaks, and any well and/or on-site sewage disposal system now in use is in safe operating condition and is not a health hazard. Purchaser and Seller agree to hold Broker, agent, or employees harmless from and against any liability for damage resulting from any misrepresentation by Seller or Purchaser. Purchaser is aware of and accepts the fact that the Property may be located within a Flood Plain area and that Flood Insurance may be required.

12. INSPECTIONS. This Purchase Contract shall be subject to the following inspection(s) by an Ohio Licensed Home inspector of Purchaser's choice within the specified number of days from acceptance of binding contract. Purchaser assumes sole responsibility to select and retain an Ohio Licensed Home inspector for each requested inspection and releases the Broker and its agents of any and all liability regarding the selection or retention of the inspector(s). If Purchaser does not elect inspections, Purchaser acknowledges that Purchaser is acting against the advice of Purchaser's Agent and Broker. When acting within the scope of their professional license issued by the State of Ohio, the following are not required to have an Ohio Home Inspector's License or Real Estate License and are exempted from the requirements of the same when inspecting the Property or performing any work related to the Property: State or local building code officials; Certified Architects; Registered Professional Engineers; Licensed or Registered HVAC Contractors, Refrigeration Contractors, Electrical Contractors, Plumbing Contractors or Hydronic Contractors; Licensed Appraisers; Certified Insurance adjusters; Environmental Testers including Radon; and Licensed Pesticide Applicators.

Furthermore, if Purchaser chooses not to inspect the property, it shall be construed that the Purchaser has accepted the condition of the property as satisfactory.

Purchaser understands that all real property and improvements may contain defects and conditions that are not readily apparent, which may affect a property's use or value. Purchaser and Seller agree that any real estate Broker, Agent or Employees do not guarantee and in no way assume responsibility for the property's condition. Purchaser acknowledges that it is the Purchaser's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Purchaser's inspector regarding the condition and systems of the property. Purchaser further releases any Brokers, Agents or Employees from any responsibility in attending or participating in the inspection process.

For purposes of this contract "material defects" DO NOT include minor maintenance and or repair items. Conditions disclosed to Purchaser in writing by Seller or Seller's agent prior to acceptance of this contract, or maintenance and repair items totaling less than \$500.00 shall be assumed by Purchaser and shall be considered minor maintenance and repair items.

YES/NO	INSPECTIONS	EXPENSE OF INSPECTION
<input type="checkbox"/>	<input checked="" type="checkbox"/> a. TERMITE/PEST	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER
<input type="checkbox"/>	<input checked="" type="checkbox"/> b. GENERAL HOME	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER
<input type="checkbox"/>	<input checked="" type="checkbox"/> c. SEPTIC SYSTEM	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER
<input type="checkbox"/>	<input checked="" type="checkbox"/> d. WATER POTABILITY	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER
<input type="checkbox"/>	<input checked="" type="checkbox"/> e. LEAD BASED PAINT	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER
<input type="checkbox"/>	<input checked="" type="checkbox"/> f. RADON	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER
<input type="checkbox"/>	<input checked="" type="checkbox"/> g. MOLD	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER
<input type="checkbox"/>	<input checked="" type="checkbox"/> h. _____	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER

The Purchaser shall have three (3) days after receipt of each inspection report to choose and perform one of the following:

- Remove the inspection contingency and accept the Property in its "AS IS" present physical condition. If the Property is accepted in its "AS IS" present physical condition, then Purchaser shall sign an addendum removing the inspection contingency pertaining to that specific inspection; OR
- Accept the Property subject to Seller's repair by a qualified contractor of material defect(s), if any, not previously disclosed in writing by seller. Purchaser agrees to provide Seller with a copy of all inspection reports. Seller shall then have five (5) days from Seller's receipt of Purchaser's written request to agree in writing which material defect(s), if any, shall be corrected by Seller. If Purchaser and Seller do not agree in

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writing within those five (5) days, then this Purchase Contract shall be null and void, and Seller and Purchaser agree to sign a mutual release, whereupon the earnest money shall be returned to Purchaser. Seller agrees to provide reasonable access to the Property for Purchaser to review any such conditions corrected by Seller; OR

C. Terminate this Purchase Contract if Purchaser's written inspection report(s) identify material defects not previously disclosed in writing by Seller, if repair amounts are \$500 or more. If Purchaser elects to terminate, Purchaser agrees to provide a copy of the written inspection report(s) provided by qualified inspector to Seller, and both parties agree to sign a mutual release, whereupon the earnest money shall be returned to Purchaser. Purchaser's failure to notify the Seller in writing within three (3) days of receipt of each individual inspection report shall be considered approval of the property and its conditions.

13. RISK OF LOSS: If any buildings or other improvements on the subject premises are damaged or destroyed prior to Closing, then said Purchaser shall have the option of (a) accepting the proceeds of any insurance payable, if any, as a result of such damage or destruction or (b) terminating this Contract in which the latter case all funds and documents shall be returned to the parties depositing them and this Contract shall be null and void. If Purchaser does not select Option (a) or (b) within fifteen (15) calendar days after receiving notice of such damage or destruction, the Purchaser shall be presumed to have elected to complete the transaction.

14. LIABILITY. Purchaser acknowledges that Purchaser has ☐ has not ☒ received the Ohio Residential Property Disclosure Form and agrees to hold the Broker(s) and its Agents harmless from any misrepresentations, misstatements or errors made by the Seller on said form. Purchaser also acknowledges and agrees that real estate Brokers and Agents are not tradesmen, and have no obligation to verify or investigate the information provided by the Seller on said form. Purchaser also acknowledges that Brokers and Agents have no duty to assist Seller in completing the Ohio Residential Property Disclosure Form. No party to this agreement shall rely solely on any statements made by any other party, real estate Broker or Agent regarding the condition of said property. All parties agree to hold harmless all real estate Brokers, Agents and employees involved in this transaction for any liability for damages resulting from any misrepresentation by Purchaser and/or Seller.

15. HOME WARRANTY. Yes ☐ No ☒ to be furnished and paid for by ☐ Seller or ☐ Purchaser. Warranty may be limited in scope. Brokers may receive compensation from the sale of the Home Warranty. Warranty Company: N/A Cost \$

16. TAXES, ASSESSMENTS AND PRORATIONS. Unless otherwise so stated in this Purchase Contract, all real estate taxes and assessments shall be prorated as of deed recordation date on the basis of the latest available certified tax duplicate. Additionally, any tenant rents, condominium fees, homeowners' association fees, maintenance fees and interest on any mortgage assumed by Purchaser, if any, shall be prorated as of deed recordation date. Any Security Deposits shall be credited to Purchaser.

In the event the property shall be deemed subject to any agricultural tax recoupment, the (CAUV) ☒ Purchaser ☐ Seller agrees to pay the amount of such recoupment.

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

17. SELLER CHARGES PAID THROUGH ESCROW. On or before the Closing date identified above in Section 5, Seller shall pay through escrow:

- (a) ~~Any real estate transfer fee or tax;~~ ☐ ML ☐ JD
- (b) Taxes and assessments due and payable on the date of transfer;
- (c) After taxes and assessments have been prorated to the date of transfer, the amount of prorated taxes and assessments which are a lien, but not yet due and payable;
- (d) Any amount required to discharge of record any mortgage, lien or encumbrance;
- (e) Any amount required to satisfy Seller's final water bill and/or sewer bill, and any public utilities;

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- (f) ~~The cost of the title examination, and one-half (1/2) the cost of insuring premium for the Owner's Fee Policy of Title Insurance;~~ [ML] [JD]
 (g) The cost of deed preparation;
 (h) The amount due Purchaser by reason of proration;
 (i) The commission to Broker(s) payable by Seller as per listing agreement;
 (j) One-half (1/2) of the escrow/closing fee, or as demanded by loan/lender requirements;
 (k) 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 Deed is filed for our record.
 (l) Other _____

18. PURCHASER CHARGES PAID THROUGH ESCROW. On or before the Closing date identified above in Section 5, Purchaser shall pay through escrow:

- (a) The cost of preparation and recording any mortgage placed on the Property by Purchaser and all costs and fees incidental thereto;
 (b) The cost of recording the deed, any mortgage and all costs and fees incidental thereto;
 (c) One-half (1/2) of the escrow/closing fee, unless otherwise demanded by loan or lender requirements [ML] [JD]
 (d) ~~One-half (1/2)~~ cost of insuring premiums for Owner's Fee Policy of Title Insurance [ML] [JD]
 (e) Commission, if any, to Purchaser's Broker payable by Purchaser as per the Buyer-Broker agreement;
 (f) Other TITLE EXAMINATION - TRANSFER TAX TO ERIE COUNTY [ML] [JD]

19. 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, as amended, 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 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.

20. OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW. The local sheriff is required to provide written notice if certain sex offenders reside in the area. This agreement is conditioned upon Purchaser's satisfaction with Purchaser's investigation of public records available. In the event that Purchaser's investigation uncovers information that would be unsatisfactory to the reasonable purchaser, Purchaser may terminate this agreement within five (5) business days from written acceptance of this contract. The Purchaser shall rely on Purchaser's own inquiry with the local sheriff's office as to the registered sex offenders in the area and shall not rely on the Seller or any real estate agent regarding such matters.

21. ADDENDA. Additional terms and conditions in the following addenda and/or attachments are made part of this agreement: ☒ Agency Disclosure Statement; ☐ Residential Property Disclosure Form; ☐ Lead Based Paint Disclosure; ☐ H.O.A. or Condominium By-laws; ☐ Rental/Investment, ☐ House Sale Contingency; ☐ FHA Addendum; ☐ Other _____

22. IT IS FURTHER AGREED. An additional \$300 Broker Admin. fee, to be paid by the buyer, to Simply Better Realty, LLC. This fee will not be charged on government-funded VA real estate transactions.
Offer Contingent on City Council Approval By 8/11/2022 [ML] [JD]

Purchaser's Initial [ML] Address 306 Linden Drive Seller's Initial [JD]

234 **23. COMMISSION.** In the event of acceptance, Seller agrees and instructs the escrow agent to pay the Listing
 235 Broker a commission in accordance with the listing agreement and the Listing Broker's agreement with the
 236 Selling Broker.

237 **24. SETTLEMENT STATEMENT/CLOSING DISCLOSURE.** Seller and Purchaser hereby authorize the escrow agent
 238 to send a Settlement Statement/Closing Disclosure to their Brokers and Agents listed in this contract for their
 239 review prior to closing and for their records after closing of this contract.

240 **25. ACCEPTANCE REQUIREMENTS.** Time is of the essence in all provisions of the Contract. This Offer to
 241 Purchase remains open for acceptance until 8/10, 2022 at 10 AM ☐ PM ☒
 242 Upon Acceptance, it shall become a binding contract upon and accrue to the benefit of the Purchaser and Seller and
 243 their respective heirs, executors, administrators and assigns. This binding contract shall be governed by the laws of
 244 the State of Ohio. Unless otherwise specified herein, all provisions of this Contract shall survive Closing.

245 In the event that this Offer is countered, the above time limit shall no longer apply. All parties hereby
 246 acknowledges receipt of a copy of this Contract with fax, e-mailed copies, and electronic signatures as
 247 acceptable methods of communication in this transaction and shall have the same binding effect upon the
 248 parties

249 Upon acceptance and delivery this becomes a legally binding contract. Purchaser and Seller are each responsible
 250 to obtain for themselves sufficient information and guidance pertaining to financial, legal, and tax consequences of
 251 this purchase and sale. For purposes of this contract, "days" shall be defined as calendar days.

252 **PURCHASER Signature:** X Matt Lasko Date/Time 08/05/2022
 253 (print name here) 8/5/2022 9:18:13 AM EDT

254 PHONE #'S: CELL: 440-225-1958 E-MAIL ADDRESS: MAT.LASKO@HURON.OHIO.US
 255 ADDRESS: 417 MAIN STREET HURON, OH 44839

256 **PURCHASER Signature:** X Date/Time _____
 257 (Print name here) _____

258 PHONE #'S: _____ CELL: _____ E-MAIL ADDRESS: _____
 259 ADDRESS: _____

260 _____
 261 _____

262 **26. ACTION BY SELLER:** The undersigned Seller has read and fully understands the foregoing offer and hereby:
 263 (Initial one)

264 _____ ACCEPTS that Offer; and agrees to convey the Property according to the above terms and
 265 conditions.

266 _____ REJECTS said Offer.

267 _____ COUNTER OFFER according to the above modifications initialed by Seller or attached on counter
 268 offer addendum, if any, which counter offer shall become null and void if not accepted in writing on or
 269 before (specific date) _____, 20____ at _____ AM ☐ PM ☐

270 **SELLER Signature:** X Josh Didion, Trustee Date/Time 08/05/2022
 271 (Print name here) 8/5/2022 12:39:13 PM EDT

272 PHONE #'S: _____ CELL: _____ E-MAIL ADDRESS: _____
 273 ADDRESS: _____

274 **SELLER Signature:** X Date/Time _____
 275 (Print name here) _____

276 PHONE #'S: _____ CELL: _____ E-MAIL ADDRESS: _____
 277 ADDRESS: _____

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Receipt of Earnest Deposit

278

279 Received with Offer \$ ☐ Cash ☐ Check # by: 280 Received upon Acceptance \$ 500.00 ☐ Cash ☒ Check # by:

281

282

AGENCY CONTACT INFORMATION283 Listing Broker: Simply Better Realty, LLC Listing Agent: CARIS WECATRE284 Listing Broker License#: 2021004132 Listing Agent License#: 2005001663285 Listing Agent E-mail: CWECATRE@EALILIGHTHOUSE.COM Listing Agent Phone: 419-239-3295286 Purchaser's Broker: Simply Better Realty Purchaser's Agent: 287 Purchaser's Broker License#: 2021004132 Purchaser's Agent License#: 288 Purchaser's Agent E-Mail: Purchaser's Agent Phone: Purchaser's Initial ME Address 306 Linden DR Seller's Initial JD