



**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, March 28, 2023 @ 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**
- 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. 82-2022 (AMENDED) *(submitted by Stuart Hamilton)*  
An amended resolution authorizing a Vendor Agreement with Ed Burdue & Company LLC for demolition and grading services to be performed at 624 Berlin Rd., Huron, Ohio, in in amount not to exceed \$74,000.00.
- VI. New Business**
  - VI.a** Resolution No. 25-2023 *(submitted by Doug Steinwart)*  
A resolution authorizing a License Agreement with the Huron Chamber of Commerce for their Lake Front Market Event to be held on June 9th and 10th, 2023.
  - VI.b** Resolution No. 27-2023 *(submitted by Doug Steinwart)*  
A resolution authorizing a License Agreement with River Fest Inc. for its River Fest event to be held at the Huron Boat Basin and Amphitheater on July 7th, 8th and 9th, 2023.
  - VI.c** Resolution No. 28-2023 *(submitted by Matt Lasko)*  
A resolution accepting the recommendations of the Erie County Tax Incentive Review Council relating to Enterprise Zone Agreements and Community Reinvestment Area Agreements.
  - VI.d** Resolution No. 29-2023 *(submitted by Stuart Hamilton)*  
A resolution affirming execution of a Master Agreement with Dynegy Energy Services (East), LLC d/b/a Dynegy Energy Services, LLC to provide electric aggregation supply and related services under the City of Huron's electric aggregation program.
  - VI.e** Ordinance No. 2023-6 *(submitted by Cory Swaisgood)*

An appropriations ordinance.

**VI.f** Ordinance No. 2023-8 (*submitted by Terry Graham*)

An ordinance adopting a new Section 333.11 (Texting While Driving Prohibited) of the Codified Ordinance of the City of Huron to mirror new O.R.C. Section 4511.204 relating to operation of a motor vehicle, trackless trolley, or streetcar on any street, highway, or property open to the public for vehicular traffic while using, holding, or physically supporting with any part of the person's body an electronic wireless communications device.

**VII. City Manager's Discussion**

**VIII. Mayor's Discussion**

**IX. For the Good of the Order**

**X. Executive Session(s)**

Executive session to discuss the acquisition of real property for public use.

**XI. New Business (Continued)**

**XI.a** Ordinance No. 2023-7 (*submitted by Matt Lasko*)

An ordinance ratifying the purchase of approximately 2.23 acres of land adjacent to Cleveland Road, West, Huron, Ohio (currently Oster's Mobile Home), Erie County, Ohio PPN's 43-00322.000, 43-00600.000, 43-00319.000, 43-00318.000, 43-00317.000, 43-00320.000 and 43-00321.000 for an amount not to exceed \$900,000.

**XII. Adjournment**



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 82-2022 (AMENDED) (*submitted by Stuart Hamilton*)  
**DATE:** March 28, 2023

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### **Subject Matter/Background**

The original hope was to retain the barn structure for use in the new park – however, we recognized additional structural investigation was needed. After our initial basic visual inspection of the structure it was evident significant work was needed but still worthwhile investigating further. As part of our contract with City Architecture who is leading the park masterplan, the included a structural assessment of the barn. After the investigation, here is what we know (1) there is very little left of historical value, which was one of the main reasons we were hoping to save it (2) the roof has a lot of damage and construction is not up to code, so a full tear off and rebuild would be needed (3) there is termite damage throughout in multiple areas that look like they may have been treated in the past, but the damage we believe is bad enough that it affects structural integrity of the structure (4) the additions are not anchored to the main structure correctly, and crossbeams have been weakened to add these additions, again affecting structural integrity.

Unfortunately, there was little good news, and so it has been decided that the most prudent course of action at this point is to have Ed Burdue (who did the initial demolition) tear the structure down, and remove concrete pad and footers while he still has equipment onsite. This will be at an additional cost of \$12,000. We do have these funds in the facilities budget but we have reached back out to the County Land Bank to determine if they can help offset all or a portion of these costs.

### **Financial Review**

The City's general service budget within the General Fund will support the additional costs of \$12,000, if the County Land Bank cannot offer more financial assistance.

Account: 110-3700-53726

### **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 Amended Resolution No. 82-2022 is in order.

[Resolution No. 82-2022 \(AMENDED\) Ed Burdue Vendor Agr Demo 624 Berlin Rd - Copy.docx](#)

RESOLUTION NO. 82-2022 (AMENDED)  
Introduced by Joe Dike

AN AMENDED RESOLUTION AUTHORIZING THE CITY MANAGER'S EXECUTION OF A VENDOR AGREEMENT WITH ED BURDUE & CO. LLC FOR ASBESTOS ABATEMENT, DEMOLITION AND GRADING SERVICES ON PROPERTY LOCATED AT 624 BERLIN RD., HURON, OHIO IN AN AMOUNT NOT TO EXCEED SEVENTY-FOUR THOUSAND AND 00/100 DOLLARS (\$74,000.00).

WHEREAS, the City entered into a vendor Agreement for the amount of \$62,000.00 with Ed Burdue & Co. LLC, an Ohio limited liability company, on September 28, 2022, as authorized by Resolution No. 82-2022 adopted by Huron City Council on September 27, 2022, relating to demolition and grading services to be performed at 624 Berlin Rd., Huron, Ohio (the "Property");

WHEREAS, the scope of the original project did not include complete demolition of the barn structure located on the Property; however, it has been determined that the barn has extensive termite damage and other structural inadequacies, and must be demolished;

WHEREAS, the increase in cost to demolish the barn structure is \$12,000.00, which amount will be added to the original \$62,000.00 for demolition and grading services, for a total of \$74,000.00;

WHEREAS, this Council deems the additional work necessary and beneficial to the City, and desires to amend the Vendor Agreement accordingly.

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

SECTION 1. That the City Manager is authorized to execute a Vendor Agreement with Ed Burdue & Co., LLC, for asbestos abatement, demolition and grading services o property located at 624 Berlin Rd., Huron, Ohio, in an amount not to exceed Seventy-Four Thousand Dollars and 00/100 (\$74,000.00), according to terms set forth in the Vendor Agreement on file in the office of Clerk of Council.

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

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

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Monty Tapp, Mayor

ATTEST:

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Clerk of Council

ADOPTED:

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**TO:** Mayor Tapp and City Council  
**FROM:** Doug Steinwart  
**RE:** Resolution No. 25-2023 (*submitted by Doug Steinwart*)  
**DATE:** March 28, 2023

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### **Subject Matter/Background**

This resolution authorizes an agreement between the City and the Huron Chamber of Commerce relating to the use of Lake Front Park for the Chamber of Commerce Lake Front Market event. The Huron Chamber of Commerce is requesting consideration for the use of a portion of Lake Front Park on Friday, June 10, 2022 from 5:00pm to 9:00pm for a private event, and the entirety of the park on Saturday, June 11, 2022 from 9am to 7pm to host their 4th annual "Lake Front Market" event. The event include retail vendors, food vendors, wine sampling, music, the "Young Entrepreneurs" tent and other activities for children, just to name a few. The Chamber is requesting road closures at Wall Street/Williams Street and Center Street/Park Street for this event. A copy of the Chamber of Commerce request letter is attached hereto as Exhibit "1." The agreement includes placement of an advertising banner in the median area, obligates vendors to abide by the City's "Festival Regulations" and includes Council's approval of the organizer obtaining liquor permit for the event. The fee paid by the Chamber for this event is \$750.00, which is calculated by multiplying the facility rental fee of \$500 x 1-1/2 days.

### **Financial Review**

The \$750 fee will be deposited as a rental fee in the Parks and Recreation Fund (207), which is used to support operating costs of the City's parks.

### **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. 25-2023 is in order.

[Resolution No. 25-2023 Exhibit 1 Lake Front Market.pdf](#)  
[Resolution No. 25-2023 Lake Front Market Event \(1\).docx](#)  
[Resolution No. 25-2023 Exhibit A Lake Front Market Event \(2\).docx](#)



March 9, 2023

Dear Huron City Council,

This letter serves as a request for use of Lake Front Park for the Lake Front Market on June 9, 2023 from 5:00-9:00pm for a private event limited to 300 people, and on June 10, 2022 from 10:00am – 8:00pm for the open market. The Lake Front Market will include retail vendors, food vendors, music, beer/wine garden and kid activities. We plan to have approximately 80 retail vendors, max of 10 food vendors including food trucks, dessert stations, activities on the beach, and variety of music in the gazebo throughout the day.

The road closure that we have requested (map included) is for food vendors and retail vendor overflow. As stated on the provided Food Vendor Application, vendors will not be provided electricity and must provide Erie County Health Department Food Permit prior to opening for business. Food Trucks utilizing a generator will be located on Wall Street with the back of truck on water side; this will minimize the amount of sound that comes from a generator for attendees and residents. All vendors will be required to adhere to any fire code items as stipulated by the Huron Fire Department and subject to an inspection prior to the market opening.

We plan to utilize a similar parking plan as Huron River Fest, including use of street parking, public, and having local churches to provide parking for a fee. A minimum of a month prior to the market, we will supply and promote a map letting attendees know where to park. Also, we will be working with the police department on what will need to be done as far as extra security in the Lake Front Market area on Friday night to Saturday morning.

The Huron Chamber of Commerce will apply for a "Beer & Wine" Permit from the State of Ohio Department of Liquor Control, as we have in past years. The area will be roped off and is noted on the included map.

In addition to the above stated, we are planning on having a "Young Entrepreneurs" Tent again, to allow our local youngsters to showcase their business and product for no fee. We have partnered with the Huron Public Library to provide a kid activity area near the playground. There will also be live music in the Gazebo throughout the day, with no electricity needed.

**202 Cleveland Road West**  
**Huron, Ohio 44839**  
**(419) 433-5700**  
**[Chamber@Huron.net](mailto:Chamber@Huron.net)**  
**[www.Huron.net](http://www.Huron.net)**





We are requesting road closures to include Center Street from Park Street to Williams Street (at Wall Street), and Ohio Street from Park Street to the water. Volunteers will man the three road blocks, to allow the any residents in and out. We also ask permission to begin promoting no parking with in those blocked areas as early as the night before to ensure no cars for the hours of market operation, with the assistance of the city.

We would also like permission to place the Lake Front Market sign in the eastern end of the median where it intersects with Center Street, from May 8 – June 12, 2023. The sign will meet size requirements and will not impede views for drivers approaching the intersection.

In addition to previous years, we would like to pay the city the \$500 fee this year and will work with the Police Department to pay for overnight security.

**Attachments:**

Road Closure Map

Vendor Application

Food Vendor Application

We hope the city agrees and supports us in our 2023 endeavor.

Please let me know if you need any further information.

Sincerely,

*Cydney C. Salmons*

Executive Director

202 Cleveland Road West  
Huron, Ohio 44839  
(419) 433-5700

[Chamber@Huron.net](mailto:Chamber@Huron.net)

[www.Huron.net](http://www.Huron.net)





# HURON LAKE FRONT MARKET

Presented by the Huron Chamber of Commerce

Saturday, June 10th  
10am – 6pm



Lake Front Park  
310 Park Street  
Huron, OH 44839

## FOOD VENDOR APPLICATION

Cost is \$150 per space, Chamber Members \$100

*Lake Front Market is an open-air marketplace featuring Ohio-based vendors at one of Huron's most scenic beaches. The event will feature food trucks, live music, kids' activities, and numerous vendors of authentic goods. To create a unique shopping experience, our committee will approve vendors based on variety, originality, and quality of goods sold.*

**FOOD VENDORS:** Every effort is made to create a unique food experience and limiting any duplication of food/beverage type. No power will be supplied, so vendors must provide their own generator if necessary. Vendors must also provide Health Department Permit and abide by all required Fire Department Regulations.

***Please submit application by March 31, 2023.***

***All applicants will be notified by April 28th 2023, accepted vendors will be invoiced at that time.***

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Facebook Link: \_\_\_\_\_

Please give a general idea of Menu Items: \_\_\_\_\_

Amount of space required: \_\_\_\_\_

Spaces are limited and given on a first-come basis.

***Please submit applications and direct all questions to Huron Chamber of Commerce  
at [director@huronchamber.com](mailto:director@huronchamber.com), 202 Cleveland Rd West Huron, Ohio 44839***



# HURON LAKE FRONT MARKET

Presented by the Huron Chamber of Commerce

**Friday, June 9, 2023**  
**Sunset Sip & Shop**  
6:30 – 8:30pm

**Saturday, June 10, 2023**  
**Market Day**  
9:00am – 5:00pm



**Lake Front Park**  
**310 Park Street**  
**Huron, OH 44839**

Lake Front Market is an open-air marketplace featuring Ohio-based vendors at one of Huron's most scenic beaches. The event will feature food trucks, live music, kids' activities, and numerous vendors of authentic goods. To create a unique shopping experience, our committee will approve vendors based on variety, originality, and quality of goods sold.

***Sunset Sip & Shop:*** Limited to 300 reservations. Private preview event including light appetizers, live entertainment, beachfront bar, and shopping!

***Please submit application by March 31st, 2023:***

***director@huronchamber.com or Huron Chamber, 202 Cleveland W, Huron, Ohio 44839***

***All applicants will be notified no later than April 30th, 2023, accepted vendors will be invoiced at that time.***

## VENDOR APPLICATION

(\$125 Fee for 10' x 12' Space)

**Business Name:** Created With A Purpose \_\_\_\_\_

**Contact Name:** April Furr \_\_\_\_\_ **Phone:** 419-571-8484 \_\_\_\_\_

**Email:** april@createdwithapurposeohio.com **Website:** createdwithapurposeohio.com \_\_\_\_\_

**Address:** 1077 Donal Drive \_\_\_\_\_ **City, State, Zip:** Mansfield, Ohio 44907 \_\_\_\_\_

**List all social media links:** Facebook/Instagram @createdwithapurposeohio \_\_\_\_\_

**Please describe the items you will be selling:** Women's Accessories \_\_\_\_\_

**Please mark the box of the category that best describes your product:**

- ☐ Vintage/Antique/Repurposed
- ☐ Farm Stand/Produce
- ☐ Kids/Baby

- ☐ Home Décor
- ☐ Artsy / Handmade
- ☐ Candles

- ☒ Accessories/Jewelry
- ☐ Apparel
- ☐ Pets

**How many 10' x 12' space(s) are you requesting?** 1 \_\_\_\_\_

**Understand and agree to participate in the Sunset Sip & Shop on Friday:** (please initial) AEF \_\_\_\_\_

**Please direct all questions to The Huron Chamber of Commerce at [Director@huronchamber.com](mailto:Director@huronchamber.com)**





OHIO DEPARTMENT OF COMMERCE  
Division of Liquor Control  
6606 Tussing Road  
Reynoldsburg, OH 43068-9005

Telephone No. (614) 387-7407  
Fax No. (614) 644-6965  
<http://www.com.ohio.gov/liqr>

## TEMPORARY PERMIT TENANCY NOTIFICATION FORM

### Section A: TEMPORARY PERMIT FUNCTION INFORMATION

The Huron Chamber of Commerce will be conducting an  
event at: 310 Park Street and has  
applied for a temporary liquor permit to be held on the date and time specified below :

Date Function Begins: 6/9/23 Time Function Begins: 5:00 ☐ am ☒ pm  
(Month/ Day/ Year)  
Date Function Ends: 6/10/23 Time Function Ends: 8:00 ☐ am ☒ pm  
(Month/ Day/ Year)

### Section B: REAL PROPERTY OWNER ACKNOWLEDGEMENT (Completed by Property Owner)

If liquor permit applicant is owner of real property mark box, ☐ and sign below.

I, being the owner of the real property located at the address provided in Section A above,  
acknowledge that the Organization listed above will hold a special function on the date(s) specified.

X [Signature] City of Huron  
(Signed Real Property Owner) (Print Name of Real Property Owner) 2/9/23  
(Date)

417 Main St. Huron, OH 44839 419-433-5000  
(Street Address of Real Property Owner) (City, State, and Zip Code) (Telephone Number)

Attach Street Closure Form to this form if any street, alley, or public sidewalk will be closed for this event.



OHIO DEPARTMENT OF COMMERCE  
Division of Liquor Control  
6606 Tussing Road  
Reynoldsburg, OH 43068-9005

Telephone No. (614) 387-7407  
Fax No. (614) 644-6965  
<http://www.com.ohio.gov/liqr>

## TEMPORARY PERMIT CHIEF PEACE OFFICER NOTIFICATION FORM

### Section A: TEMPORARY PERMIT INFORMATION

The Huron Chamber of Commerce will be conducting an  
event at: 310 Park Street and has  
applied for a temporary liquor permit to be held on the date and time specified below:

Date and Time  
Function Will Begin:

Date Function Begins: 6/9/23  
(Month/ Day/ Year)

Time Function Begins: 5:00 ☐ am ☒ pm

Date and Time  
Function Will End:

Date Function Ends: 6/10/23  
(Month/ Day/ Year)

Time Function Ends: 8:00 ☐ am ☒ pm

### Section B: NOTICE TO CHIEF PEACE OFFICER (Completed by City/Township Police or County Sheriff)

This portion must be signed by the Chief Peace Officer or his or her designee in the municipality or township where this function will be held, indicating that he/she has been notified of the date, time, place and duration of the event. (If the township does not have a Chief Peace Officer, the County Sheriff's Office must be notified accordingly.)

I, being the Chief Peace Officer or his or her designee where the function listed above in Section A will be held, acknowledge that I have received notification that the organization listed above will hold a special function on the date(s) specified.

X [Signature]  
(Signed)

Police Chief  
(Title)

03-13-2023  
(Date)

Terry E. Graham  
(Print Name)

- ☒ City Police  
☐ Township Police  
☐ County Sheriff  
☐ University Police

Attach Street Closure Form to this form if any street, alley, or public sidewalk will be closed for this event.

RESOLUTION NO. 25-2023  
Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE HURON CHAMBER OF COMMERCE RELATIVE TO THEIR LAKE FRONT MARKET EVENT TO BE HELD AT LAKE FRONT PARK ON FRIDAY, JUNE 9<sup>th</sup>, 2023 and SATURDAY, JUNE 10<sup>th</sup>, 2023

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

SECTION 1: That the City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Huron Chamber of Commerce to utilize Lake Front Park for their Lake Front Market event to be held on Friday, June 9<sup>th</sup>, 2023 and Saturday, June 10<sup>th</sup>, 2023, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

ADOPTED:

\_\_\_\_\_



## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** made and entered into by and between **THE CITY OF HURON, OHIO**, an Ohio Municipal Corporation, hereinafter referred to as “City” and **THE HURON CHAMBER OF COMMERCE**, a non-profit entity, hereinafter referred to as “Licensee.”

**WHEREAS**, Licensee has submitted a request for an event known as the Lake Front Market; and,

**WHEREAS**, the City endorses events which promote the waterfront and city parks for the enjoyment of its citizens and visitors.

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The City hereby grants a revocable license to Licensee to use the City-owned property known as “Lake Front Park” for the event set forth in the schedule attached hereto and made a part hereof as Exhibit A, for the site of the Huron Lake Front Market from June 9, 2023 at 2:00pm through June 10, 2023 at 9:00pm.
2. Unless revoked prior to same, this License is valid from June 9, at 2:00pm through June 10, 2023 at 9:00pm at which time this Agreement shall automatically terminate.
3. Licensee agrees to compensate the City for the cost of this License in the amount of Seven Hundred Fifty Dollars (\$750). Said fee shall be payable in advance no later than May 31, 2023. The parties agree that the fee for this event is similar to that which is codified for use of comparable city owned properties for a duration of one and one-half days. If either party terminates this agreement prior to the event, the fee is fully refundable.
4. This License Agreement shall accommodate the request to close those portions of Wall Street and Center Street as identified in Exhibit B. Licensee shall provide written notice to all residents with direct access to a public thoroughfare within the road closure area no later than May 31, 2023, and shall also be responsible for the supervision of the closures to permit affected residents’ access. Further, Licensee shall abide by all of the City’s Festival Regulations, attached hereto as Exhibit C.
5. The City hereby grants the placement of one (1) banner for advertising signage to be erected in the median area of U. S. Route 6/Center Street commencing on May 8, 2023 and removed on June 12, 2023.
6. Licensee, its employees, volunteers, and vendors shall at all times during the pendency of this License comply with all applicable laws and regulations, including but not limited to Huron Codified Ordinances and the Ohio Revised Code, and shall secure in advance of event any necessary permits and authorizations for local or state agencies. This shall include, but not be limited to, permits and/or approval from the Ohio Division of Liquor Control, Erie County Health Department, and the Huron Fire Department.

7. The City shall have the unilateral and voluntary right and option to revoke, terminate or modify this Agreement in the event the property being leased to the Licensee becomes unavailable by reason of the construction of public improvements on said property by the City. The decision as to whether the property is unavailable shall be decided by the Huron City Administration, notice of the meeting at which such termination is to be discussed shall be given to the Licensee at least seven (7) days prior to the date of the meeting.

8. The City shall notify the Licensee as soon as it can reasonably be done, of any impending public works construction that might adversely affect the use of the property by the Licensee.

9. The City, in its sole and absolute discretion, shall further have the unilateral and voluntary right to revoke and/or terminate this Agreement, for any reason, upon ten (10) days prior written notice to Licensee. Similarly, Licensee shall have the right to terminate this Agreement, for any reason, upon ten (10) days prior written notice to Licensee. Timely notice of termination by either party shall relieve any financial obligation of Licensee to City.

10. The City approves the issuance of a liquor permit by the Ohio Division of Liquor Control for the Huron Lake Front Market event. In the event a liquor permit is issued, and subject to any and all limitations and/or conditions on the permit issuance as promulgated by the Ohio Division of Liquor Control, the City requires that the date liquor may be served and consumed is limited to the "private event" on June 9, 2023 from 5:00pm to 9:00pm, and on June 10, 2023 from 10:00am to 8:00pm, and the area that liquor may be served and consumed is limited to the area set forth in the diagram attached hereto as Exhibit D.

11. The Licensee agrees to defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, demands, expenses, fines, fees, judgments, penalties, loss, liability, or any suits or proceedings arising or claimed to arise directly or indirectly from Licensee's acts or omissions and use of City-owned property, or the use of same by participants, workers, vendors, invitees, guests, and spectators of the event as authorized by this Agreement, and Licensee shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000) for bodily injury and death; Fifty Thousand Dollars (\$50,000) for property damage, which policies shall name City as an additional named insured by endorsement, and shall also provide coverage and/or a rider or endorsement to cover Licensee's serving of alcohol and spirits on City-owned (commonly known as "social host liability" coverage). Licensee shall furnish City with a certificate evidencing that all required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, on or before June 1, 2023, and a copy of the insurance certificate shall herein be attached and incorporated as Exhibit E. Such policy shall include a 30-day cancellation clause. This indemnification shall include all costs of defense, including reasonable attorneys' and expert witness fees, and shall also extend to use of the any City equipment by the Licensee, if any. The provisions of this Section 11 shall survive the termination of this Agreement regardless of reason.

12. Licensee agrees to leave the park in the condition it was found prior to each use. Licensee understands that if the park is not left in the manner it was presented, the Licensee will be charged for any damages or clean up.

13. Licensee agrees to comply with all federal, state, and local orders, instructions, policies, best practices, and similar guidance related to the COVID-19 global health pandemic. This necessarily includes all requirements pertaining to social distancing, masks, and anything else needed to ensure the public health. Licensee shall defend, indemnify and hold the City harmless from any claims, demands, suits, citations, or enforcement actions that in any way relate to COVID-19. The provisions of this Section 13 shall survive the termination of this Agreement regardless of reason.

14. The rights and authority conveyed through this License shall not be assignable or transferrable by either party. This License shall not be recognized as valid, unless otherwise specified herein, for any sublicense, sublease, subcontract, or any other legal or beneficial conveyance to another party regardless of whether said sublicense, sublease, subcontract or conveyance is in exchange for compensation.

15. This License constitutes the entire Agreement between the parties and supersedes all prior oral and written agreements or understandings entertained prior to the date hereof. This Agreement shall only be amended in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties have set their hands to duplicate copies of this Agreement as of the dates set forth below.

HURON CHAMBER OF COMMERCE

CITY OF HURON, OHIO

\_\_\_\_\_  
Cydney Salmons, Executive Director

\_\_\_\_\_  
Matthew Lasko, City Manager

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

Date:

Approved as to Form:

\_\_\_\_\_  
Todd A. Schrader  
Law Director

EXHIBIT A: EVENT SITE PLAN





## EXHIBIT B: ROAD CLOSURE LAYOUT

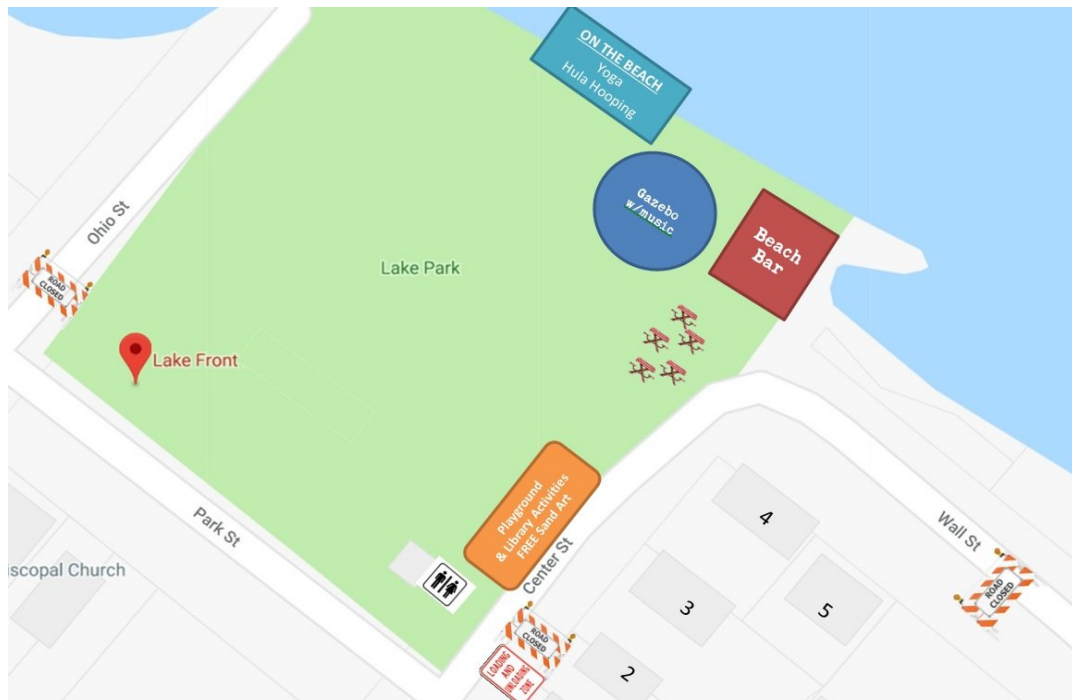


EXHIBIT C: FESTIVAL REGULATIONS

## Festival Regulations

The City of Huron has adopted, and the Fire Division enforces, the latest version of the Ohio Fire Code. The following regulations are highlighted to minimize misunderstanding between Fire Division personnel and festival vendors. The Ohio Fire Code, in its entirety, and the judgment of the Authority Having Jurisdiction (The Fire Chief or Designee) will continue to be the ultimate Authority regarding public fire safety.

It shall be the responsibility of the organization hosting the event (Permit Holder) to provide this information to all vendors, and to arrange for the inspection(s) with the Fire Division. Any one of these violations or any regulation cited shall be corrected immediately or the vendor will not be allowed to open until violation(s) are corrected. Absolutely, no exceptions will be made.

- All electrical connections and / or equipment **shall be** in full compliance with all requirements of the National Electric Code (NFPA 70). The City of Huron Electrical Inspector **shall be** contacted (419-357-1006) by the Permit Holder before each event for an electrical inspection.
- All required Fire extinguishers **shall be** properly tagged by a qualified service company within the past year according to (NFPA 10 ) Ohio Administrative Code 1301:7-7-45. You can locate a qualified company in the yellow pages under Fire Extinguishers.
- All tents, booths, trailers or canopies not occupied by the public used for cooking **shall have** at least one (1) portable fire extinguisher with a minimum 4-A:40:BC rating, or two (2) portable fire extinguishers with a minimum 2-A:10:BC rating. Vendors utilizing Deep Fryers shall have at least one Class K extinguisher with a minimum rating of 2-A:K.
- If cooking under a tent/canopy the tent **must have a permanently affixed label** (FM-2403.3) meeting (NFPA 701, Annex D) (NFPA 5000, Chapter 32) (NFPA 1, Chapter 25) of flame propagation.
- Fuel powered rides must have at least one (1) properly serviced & tagged extinguisher with a rating of 40:BC.

## Festival Regulations

The City of Huron has adopted, and the Fire Division enforces, the latest version of the Ohio Fire Code. The following regulations are highlighted to minimize misunderstanding between Fire Division personnel and festival vendors. The Ohio Fire Code, in its entirety, and the judgment of the Authority Having Jurisdiction (The Fire Chief or Designee) will continue to be the ultimate Authority regarding public fire safety.

It shall be the responsibility of the organization hosting the event (Permit Holder) to provide this information to all vendors, and to arrange for the inspection(s) with the Fire Division. Any one of these violations or any regulation cited shall be corrected immediately or the vendor will not be allowed to open until violation(s) are corrected. Absolutely, no exceptions will be made.

- All electrical connections and / or equipment **shall be** in full compliance with all requirements of the National Electric Code (NFPA 70). The City of Huron Electrical Inspector **shall be** contacted (419-357-1006) by the Permit Holder before each event for an electrical inspection.
- All required Fire extinguishers **shall be** properly tagged by a qualified service company within the past year according to (NFPA 10 ) Ohio Administrative Code 1301:7-7-45. You can locate a qualified company in the yellow pages under Fire Extinguishers.
- All tents, booths, trailers or canopies not occupied by the public used for cooking **shall have** at least one (1) portable fire extinguisher with a minimum 4-A:40:BC rating, or two (2) portable fire extinguishers with a minimum 2-A:10:BC rating. Vendors utilizing Deep Fryers shall have at least one Class K extinguisher with a minimum rating of 2-A:K.
- If cooking under a tent/canopy the tent **must have a permanently affixed label** (FM-2403.3) meeting (NFPA 701, Annex D) (NFPA 5000, Chapter 32) (NFPA 1, Chapter 25) of flame propagation.
- Fuel powered rides must have at least one (1) properly serviced & tagged extinguisher with a rating of 40:BC.



EXHIBIT D: DESIGNATED AREA FOR SERVICE AND  
CONSUMPTION OF ALCOHOLIC BEVERAGES

# Friday Night Sip & Shop

## 6:30-8:30



**Red Line indicates roped off area**



## EXHIBIT E - LIABILITY INSURANCE



**TO:** Mayor Tapp and City Council  
**FROM:** Doug Steinwart , Operations Manager  
**RE:** Resolution No. 27-2023 (*submitted by Doug Steinwart*)  
**DATE:** March 28, 2023

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### **Subject Matter/Background**

This resolution authorizes an agreement with the Huron River Fest Inc. to use City property for the Huron River Fest festival on July 7th, 8th and 9th, 2023 to be held at the Huron Boat Basin and Amphitheater.

The River Fest Committee is requesting closure of a portion of Main Street from First merit Bank north to South Street from 2pm on Thursday, July 6th through 8am on Monday, July 10th.

### **Financial Review**

A three-day special event facility usage charge of \$1,500 will be charged to the Huron River Fest Inc. and will be allocated to the Boat Basin Fund (Account 210-3800-41536) under Facility Rental. This amount was anticipated and budgeted for 2023.

### **Legal Review**

The matter has been reviewed, and follows normal administrative order.

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 27-2023 is in order.

[Resolution No. 27-2023 River Fest License Agreement \(1\).docx](#)

[Resolution No. 27-2023 Exhibit A River Fest License Agreement \(2\).docx](#)

RESOLUTION NO. 27-2023  
Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO WITH HURON RIVER FEST, INC. TO HOLD ITS ANNUAL RIVER FEST EVENT IN THE CITY OF HURON, OHIO DURING THE PERIOD OF JULY 7, 2023 THROUGH JULY 9, 2023.

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

SECTION 1: That the City Manager is authorized and directed to execute a License Agreement for and on behalf of the City of Huron, Ohio with the Huron River Fest, Inc. to use City property and/or services in conjunction with its Annual River Fest and River Fest 5K even on July 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup>, 2023, said Agreement to be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

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

\_\_\_\_\_

## **LICENSE AGREEMENT**

This License Agreement ("Agreement") is made between the **CITY OF HURON, OHIO**, hereinafter called "City" and **HURON RIVER FEST, INC.**, hereinafter called "Licensee," is to EVIDENCE THAT:

**WHEREAS**, the Annual River Fest ("River Fest") is held on property owned by the City, and, therefore, it is necessary for the City to grant Licensee a revocable license to use said property and;

WHEREAS the River Fest is scheduled to occur from July 7, 2023 through July 9, 2023;

**WHEREAS**, it is also necessary for the City to furnish additional services in order that said event may be held on City property.

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The City hereby grants a revocable license to Licensee to use the City-owned property set forth and described on Exhibit A, for the site of the 2023 River Fest from July 7 through July 9, 2023 for a flat rental fee of \$1,500. Such site is depicted on Exhibit A shall expressly exclude any other City-owned property including but not limited to the area known as the Huron Boat Basin and its facilities not so designated.

2. The City shall have the option to terminate or modify this Agreement and related revocable license in the event that the property being licensed to the Licensee becomes unavailable for use by Licensee as provided for by this Agreement. The decision as to whether or not the property is unavailable shall be decided by the Huron City Council at a regular or special meeting, notice of which shall be given to the Licensee at least seven (7) days prior to the date of such meeting.

3. The City shall also notify Licensee as soon as it can reasonably be done, of any impending public works construction that might adversely affect the use of the property by the Licensee. As of the date hereof, the City does not intend to commence any improvement which may interfere with the River Fest area prior to the 2023 event.

4. Licensee will furnish, at its expense, all necessary police, fire and other security services as determined necessary by the City, including traffic control and regulation and concentrated foot patrol, to protect persons and property in the event area. Such law enforcement support shall be substantially similar to the estimate(s) provided by the Chief of Police as set forth in Exhibit C. Licensee acknowledges and accepts that circumstances may occur that demand law enforcement support in addition to that noted in Exhibit C. In an effort to minimize the cost to Licensee, the City agrees to utilize mutual aid from area law enforcement agencies.

5. Licensee will contact and arrange with both Ohio Edison and City of Huron Water Department to have the meter(s) set up in the Licensee's name in order to have billing for electricity and water used by vendors and Licensee.



6. The City will render a detailed cost statement, for all services provided, other than as set forth herein, on or before August 15, 2023 and said amount shall be paid to City no later than September 12, 2023. Items which shall be provided and billed when and where required include, but are not limited to:

- a. The cost of water and materials (i.e., gravel, stone, etc.);
- b. The cost of city personnel to install and remove signs;
- c. The City agrees to waive the cost of all other permits and fees;
- d. The cost of safety forces.

7. The City grants permission for Licensee to erect signs in the downtown area and selected entrances to the City from June 26, 2023 through July 10, 2023 as set forth in the drawing showing types and locations of signs attached hereto as Exhibit F and incorporated herein by reference.

8. The City agrees to permit Licensee to use the permanent stage and amphitheater at the Boat Basin for no additional charge.

9. The City agrees to close Main Street from First Merit Bank north to South Street from 2:00 p.m. Thursday, July 6, 2023 to 8:00 a.m. Monday, July 10, 2023. (Exhibit E)

10. The City approves the sale of beer during the River Fest as follows: Friday, July 7, between the hours of 6:00 p.m. to 10:30 p.m.; and Saturday, July 8, between the hours of 11:00 a.m. to 10:30 p.m. All sales of beer shall be confined to the designated area. Beer shall be in plastic or paper cups or cans; no bottles permitted. Consumption of beer shall be permitted in fenced in areas only and as noted on Exhibit A. Licensee agrees to comply with all rules and regulations of the Ohio Department of Liquor control as required by the regulations governing Licensee's Alcohol Permit identified in Exhibit D.

11. The Licensee agrees, at its own expense and unless otherwise specified, to have the entire event area cleaned up, including removal of all equipment, trash, ice machines and other items placed on Main Street by 8:00 a.m. on July 10, 2023 with Main Street re-opened at that time. All remaining grounds around the Boat Basin area will be cleared of equipment, trash, etc. by 8:00 a.m. on July 10, 2023 This provision may be modified due to weather conditions.

12. The Licensee shall defend, indemnify, and hold the City harmless from any and all actual or threatened actions, causes of action, claims, costs, damages (including damage to areas in which new trees, plants, shrubs and lawn have been planted), demands, expenses, fees, fines, judgments, losses, penalties or suits, arising directly or indirectly from Licensee's breach of this Agreement, from use or the use by participants, workers, vendors, invitees, and attendees of City-owned lands for the River Fest and parking areas as authorized by this Agreement, or from the operation of the event or claimed to have arisen from the operation of the event, such indemnification to include all costs of defense, including reasonable attorneys and expert witness fees. Licensee shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) for Bodily Injury and death; One Hundred Thousand Dollars (\$100,000.00) for Property Damage, which policies shall name the City as an insured by endorsement and loss payee and copies of which shall be attached a copy as Exhibit B and provided to the City at least 30 days prior to the date of the River Fest. Licensee shall require any vendor that sells beer to secure liquor liability coverage, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; One Hundred Thousand Dollars (\$50,000.00.00) for Property Damage, which policies

shall name the City as an additional insured by endorsement and loss payee, copies of which shall be attached as Exhibit B to be provided to the City at least 30 days prior to the date of the River Fest. Such insurance policies shall provide that such insurance policies may not be canceled without thirty (30) days prior written notice to the City.

13. Licensee shall furnish City with evidence that the required insurance has been obtained prior to the opening of the event.

14. Licensee agrees to have the event area cleared and maintained in orderly fashion daily.

15. Licensee further agrees as follows:

- a. Event activity shall not extend past the east right-of way of Williams Street at Cleveland Road West and shall be scheduled within the hours: **Friday, July 7, 2023 - 5:00 p.m. to 11:00 p.m.; Saturday, July 8, 2023 - 11:00 a.m. to 11:00 p.m.; and Sunday, July 9, 2023 - 11:00 a.m. to 6:00 p.m.;**
- b. All vendors shall secure 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 insured and shall be provided to Licensee prior to opening;
- c. Signs to be posted restricting beer in plastic cups, paper cups or cans only to the fenced areas as noted in Exhibit A;
- d. Concession booths shall not be permitted to open without first obtaining an approved electrical inspection;
- e. Event Grounds shall shut down by 11:30 p.m.;
- f. Food sales shall cease by 11:00 p.m.;
- g. Licensee agrees to incorporate the operating restrictions set forth herein in all contracts with affected vendors;
- h. Licensee agrees to limit entertainment to the permanent stage at the Amphitheater;
- i. Licensee agrees to limit beer sales to two booths within each fenced area;
- j. Licensee agrees to have all water connections checked for compliance with the State of Ohio Code.
- k. Licensee agrees to obtain a parade permit from the City for the purpose of holding the River Fest Parade.
- l. Licensee agrees to protect parking lot at the Boat Basin and further agrees not to make any holes in parking lot surface for any reason.

16. This agreement contains the entire agreement between the City and Licensee and supersedes any oral or prior written understandings, representations or agreements between the City and Licensee.

17. Licensee hereby agrees to conduct said event in accordance with the terms and conditions set forth and approved by the council of the City of Huron.

18. This agreement shall be interpreted in accordance with the laws of the State of Ohio.

**IN WITNESS WHEREOF**, all parties have set their hands to duplicate copies of this Agreement on the dates referenced below.

**CITY OF HURON, OHIO**

**HURON RIVER FEST INC.**

\_\_\_\_\_  
Matt Lasko, City Manager

\_\_\_\_\_  
\_\_\_\_\_, Chairperson

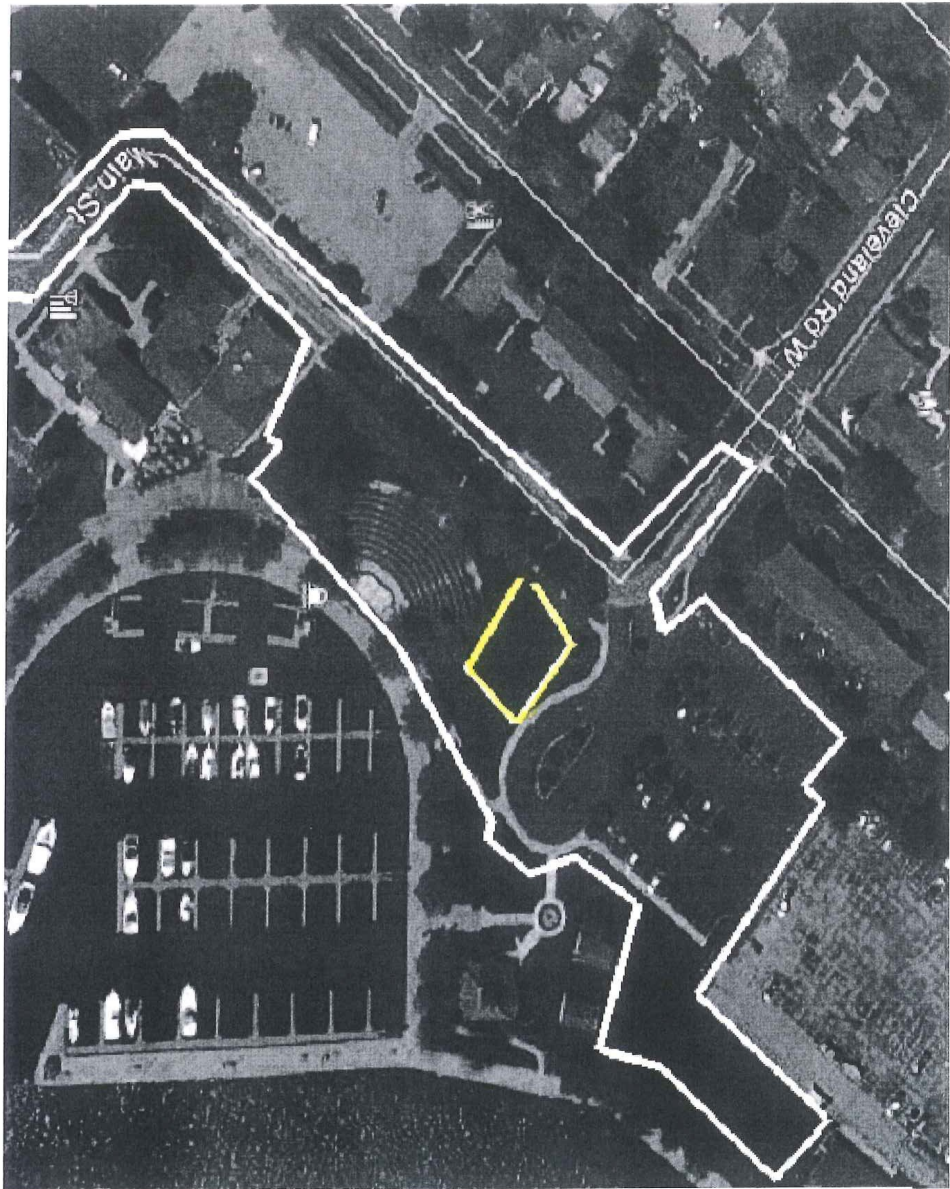
Date:\_\_\_\_\_

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

Approved as to form:

\_\_\_\_\_  
Todd A. Schrader, Law Director

EXHIBIT A - DESCRIPTION OF CITY PROPERTY



Beer Tent

## EXHIBIT B - INSURANCE CERTIFICATES

EXHIBIT C - QUOTE FOR SAFETY SERVICES

**2023 HURON RIVERFEST**

**FRIDAY JULY 7:**

Parking Detail:

0800 – 1200: (1) officer

1200 – 1600: (1) officer

Festival Grounds:

2000 – 0000: (6) officers

**SATURDAY JULY 8:**

Festival Grounds:

0000 – 0800: (1) Part-Time Officer

2000 – 0000: (6) officers

**SUNDAY JULY 9:**

Festival Grounds:

0000 – 0800: (1) Part-Time Officer

**TOTALS:**

**POTENTIAL FULL TIME HOURS (Festival paid) = 56**

**Average full-time overtime rate = \$70.00**

**Total potential cost:**

**(Assuming all positions are filled by full time officers) = \$3,546.48**



## EXHIBIT D - LIQUOR PERMIT

## EXHIBIT E – MAP OF STREET CLOSURE



**EXHIBIT F – DRAWING OF SIGNAGE**



**TO:** Mayor Tapp and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 28-2023 (*submitted by Matt Lasko*)  
**DATE:** March 28, 2023

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### **Subject Matter/Background**

This resolution authorizes the recommendations of the Tax Incentive Review Council (TIRC) relating to the City's enterprise zone agreements, tax increment financing agreements and community reinvestment area agreements. This annual legislation is required by O.R.C. Section 5709.85(C)(1) with the TIRC required by law to make recommendations to the City Council concerning the disposition of agreements in effect for the prior year. Minutes from the TIRC meeting are attached hereto as Exhibit 1. With the exception of Aldridge Boutique LLC dba MOCO Boutique, the TIRC recommended continuation of all tax incentives. MOCO Boutique is in agreement with termination of its CRA tax incentive.

### **Financial Review**

No changes were recommended by the TIRC other than termination of the CRA tax incentive for Aldridge Boutique LLC, dba MOCO Boutique.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement, a motion to adopt Resolution No. 28-2023 is in order.

[Huron TIRC Minutes 031623.doc](#)

[Resolution No. 28-2023 TIRC \(2\).docx](#)

[Huron TIRC Recommendations to Council 2023 for 2022.doc](#)

**CITY OF HURON, OHIO  
TAX INCENTIVE REVIEW COUNCIL  
MINUTES OF THE MARCH 16, 2023 MEETING**

The Tax Incentive Review Council for the City of Huron, Ohio met on Thursday, March 16, 2023 in the 3<sup>rd</sup> floor Commission Chambers, 247 Columbus Avenue, Sandusky Ohio. The following Council members were in attendance:

- Rick Jeffrey, Auditor, Erie County (Chair)
- Gary Lickfelt, Assistant Prosecutor, Erie County
- Hank Solowiej, Administrator, Erie County
- Matt Lasko, City Manager, City of Huron
- Tim Coffman, Treasurer/CFO, EHOVE
- Tim King, Director, Erie County Regional Planning

Also in attendance were:

- Sharon Johnson, member of the General Public
- John Rogers & Toni Fritz, Erie County Auditor's Office
- Zach Rospert, Erie County Regional Planning

Chairman R. Jeffrey called the meeting to order at 9:35 A.M. with the following items reported on or discussed:

**1. APPOINTMENT OF A VICE-CHAIRMAN:**

R. Jeffrey requested the appointment of a Vice-Chairman. H. Solowiej made a motion to appoint G. Lickfelt as Vice-Chairman. T. King seconded the motion, which was unanimously approved.

**2. MINUTES OF THE MARCH 1, 2022 MEETING:**

The minutes of the March 1, 2022 meeting were reviewed. On a motion by H. Solowiej, and second by M. Lasko, the minutes were unanimously approved as presented.

**COMMUNITY REINVESTMENT AREAS**

**3. ANGTIN, LLC/HURON PODIATRY (In CRA #1):**

Z. Rospert informed the Council that this 15-year, 100% abatement, with a 25% gift back to the Huron Local Schools will run from 2015 – 2029. The agreement called to create two new jobs in the first 36 months. As of 12/31/2022 they created 7 jobs.

H. Solowiej made a motion to continue the abatement. T. King seconded the motion, which was unanimously approved.

**4. HUMANETICS INNOVATIVE SOLUTIONS, INC (DENTON) (In CRA #1):**

Z. Rospert informed the Council that this is an active 15-year, 100% abatement with a 25% gift back to Huron Local Schools which will run from 2010 - 2024. Z. Rospert noted that the 115 jobs held on 12/31/22 exceeded the goal of 80.

H. Solowiej made the motion to continue the abatement. T. King seconded the motion, which was unanimously approved.



**5. YELLOW DOG LTD. (DBA STRIDE MOBILITY) (IN CRA 1)**

Z. Rospert informed the Council this is the first year of the tax exemption, which will run from 2022-2036. The terms call for a 75% abatement in years 1-5, 50% in years 6-10, and 25% in years 11-15. The initial appraised value came in at \$1,213,267.

G. Lickfelt made the motion to continue the Yellow Dog LTD abatement. H. Solowiej seconded the motion, which was unanimously approved.

**6. ALDRIDGE BOUTIQUE LLC (DBA MOCO BOUTIQUE) (IN CRA 1)**

Z. Rospert updated the Council of this CRA approved in 2020. Z. Rospert indicated no additional property improvements were made in 2022. M. Lasko indicated the Boutique has moved their operations into a local plaza, and they do not have current plans of investing in the property where the abatement was approved. CEO Corey Aldridge agreed that terminating the abatement made sense.

M. Lasko made the motion to terminate the Aldridge Boutique abatement. H. Solowiej seconded the motion, which was unanimously approved.

**7. NEWS TO YOU/N2Y, LLC/DJ CLARK LLC (IN CRA 1)**

Z. Rospert informed the Council that this 15 year, 100% abatement with 25% gift back to the schools began in 2015, and will run through 2029. As of 12/31/22 they had 113 employees on site, which exceeds their goal of 31.

G. Lickfelt made a motion to continue the DJ Clark/N2Y abatement. M. Lasko seconded the motion, which was unanimously approved.

**8. BRECKENRIDGE/CENTRAL OHIO PAPER AND PACKAGING, INC. (IN CRA 1)**

Z. Rospert informed the Council that this 15 year, 100% abatement with 25% gift back to the schools runs from 2015 until 2029. As of 12/31/22 they had 24 employees, which is short of their goal of 28.

M. Lasko made a motion to continue the Breckenridge/Central Ohio Paper and Packaging abatement. T. King seconded the motion, which was unanimously approved.

**9. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC- BOAT STORAGE (CRA 1)**

Z. Rospert informed the Council that this 15 year, 100% with 25% gift back will run from 2016 until 2030. The agreement called for the creation of five jobs. As of 12/31/22 they have created 9 new jobs.

H. Solowiej made a motion to continue the South Shore Marine/Three Seasons Partners, LLC Boat Storage abatement. T. King seconded the motion, which was unanimously approved.

**10. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC - SHOWROOM (CRA 1)**

Z. Rospert informed the Council that this 15 year, 100% with 25% gift back to the schools was approved in 2017. The agreement called for the creation of 3 jobs within the first 3 years. As of 12/31/22 they have created 4 jobs.

M. Lasko made a motion to continue the South Shore Marine/Three Seasons Partners, LLC Showroom abatement. H. Solowiej seconded the motion, which was unanimously approved.

**11. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC – HEATED STORAGE (CRA 1)**

Z. Rospert informed the Council that this 15 year, 100% abatement was approved in 2022 for a 24,000

square foot heated storage facility. The agreement has compensation agreements with Huron City School District and EHOVE Joint Vocational School District to pay such school districts the amount they would have received from real property taxes, but for the abatement. M. Lasko indicated the company completed their proposed investment within the required timeframe, and the building is now operational.

M. Lasko made a motion to continue the South Shore Marine/Three Seasons Partners, LLC Heated Storage abatement. T. King seconded the motion, which was unanimously approved.

#### **12. CLDH PROPERTIES, LTD/LABEL AIDE, INC (CRA 1)**

Z. Rospert informed the Council that this 15 year, 100% with 50% gift back to the schools was agreed to in July 2016. The company committed to create 8 jobs. With 46 employees on 12/31/2022, they hit their job creation goal.

G. Lickfelt made a motion to continue the CLDH Properties, LTD/Label Aide, Inc. abatement. T. King seconded the motion, which was unanimously approved.

#### **13. ARDAGH METAL BEVERAGE USA INC. (IN CRA 1)**

Z. Rospert informed the council that this 15 year, 100% abatement where both Huron City School and EHOVE will be made whole in connection with the exemption granted, was approved in 2022. While the project is still under construction, they have commenced some operations, but no improvement value has been added yet. Activity for 2022 included construction wages of \$34,348,405 and the hiring of 210 employees with a payroll of \$13,064,656.

T. King made a motion to continue the Ardagh Metal Beverage USA Inc abatement. M. Lasko seconded the motion, which was unanimously approved.

#### **14. SUNSPORT PROPERTIES, LLC DBA BUCKEYE SPORTS CENTER (ENTERPRISE ZONE)**

Z. Rospert informed the Council that this 15 year, 100% abatement was approved in 2022 for a 32,000 square foot marine sales, service and storage facility. The agreement has compensation agreements with Huron City School District and EHOVE Joint Vocational School District to pay such school districts the amount they would have received from real property taxes, but for the abatement. M. Lasko indicated the company completed their proposed investment within the required timeframe, and the building is now operational.

G. Lickfelt made a motion to continue the Sunsport Properites, LLC abatement. T. King seconded the motion, which was unanimously approved.

### **TAX INCREMENT FINANCING AREA**

#### **15. Rye Beach TIF**

M. Lasko indicated the Rye Beach TIF originally approved in 2011 or 2012 was not sent to the state at that time. It was sent and approved in late 2021. This is a Non-School TIF. Approximately \$30,000 was collected in 2022, and will see an increase in revenue as the abatements expire in the corporate park. M. Lasko further explained that, since this is a parcel TIF, each new development will contribute to the TIF for 30 years.

M. Lasko made a motion to continue the Rye Beach TIF. H. Solowiej seconded the motion, which was unanimously approved.

**16. Sawmill TIF**

M. Lasko indicated the Sawmill TIF was approved in 2022, with revenue expected to begin with tax year 2023 payable in 2024. Compensation agreements of 25% of the Service Payment will be due to Huron City Schools & 1.5% of the Service Payment will be due to EHOVE. The service payment is set at \$450,000 per year, received through tax dollars and the remainder as a direct payment from Cedar Fair.

T. King made a motion to continue the Sawmill TIF. G. Lickfelt seconded the motion, which was unanimously approved.

**17. ConAgra TIF**

M. Lasko indicated the ConAgra TIF's was approved in 2022. The 30-year period will commence when \$50,000 of improvement value is added. The project is currently going through the planning commission, with anticipated construction to begin in 2024. Compensation agreements of 25% of the Service Payment will be due to Huron City Schools & 1.5% of the Service Payment will be due to EHOVE.

M. Lasko made a motion to continue the ConAgra TIF. T. King seconded the motion, which was unanimously approved.

**18. ADJOURNMENT:**

With no further business to conduct, on a motion by T. King and second by M. Lasko, all voted in favor of adjournment at 9:52 AM.

zjr 03/24/23

RESOLUTION NO. 28-2023

Introduced by Joel Hagy

A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE ERIE COUNTY TAX INCENTIVE REVIEW COUNCIL RELATING TO ENTERPRISE ZONE AGREEMENTS AND COMMUNITY REINVESTMENT AREA AGREEMENTS.

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

SECTION 1: That this Council hereby accepts the report and recommendations of the Erie County Tax Incentive Review Council as set forth in Exhibit "A" attached hereto 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 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:

\_\_\_\_\_

March 27, 2023

Huron City Council  
City of Huron, Ohio  
417 Main Street  
Huron, Ohio 44839

Re: Recommendations of the Tax Incentive Review Council to Huron City Council.

The City of Huron's Tax Incentive Review Council (TIRC) met on March 16, 2023 to review the city's Tax Increment Financing Agreement, Community Reinvestment Area and Enterprise Zone abatements that are currently in effect.

This annual review is required by Ohio Revised Code Section 5709.85 (C)(1) with the TIRC required by law to make recommendations to City Council concerning the disposition of agreements in effect for the prior year. Reviews conducted in 2023 judge performance for the prior year and therefore recommendations regarding these agreements apply to the calendar year ending December 31, 2022.

Under Section 5709.85(E)(F) of the Ohio Revised Code, City Council must hold a meeting within sixty days of receipt of the TIRC's recommendations and may vote to accept, reject or modify all or any portion of these recommendations.

After City Council acts and approves appropriate legislation regarding the TIRC recommendations, the City's recommendations and legislation must be forwarded to the Erie County Commissioners for their consideration and appropriate legislation.

Draft minutes of the TIRC meeting are attached for your review. The following projects with active tax incentives within the City of Huron were recommended to be continued:

- 1. HURON PODIATRY/ANGTIN, LLC CRA (DR. LESNAK)**
- 2. HUMANETICS INNOVATIVE SOLUTIONS, INC (DENTON) CRA**
- 3. YELLOW DOG LTD. (DBA STRIDE MOBILITY) CRA**
- 4. n2y (NEWS TO YOU / DJ CLARK, LLC) CRA**

- 5. BRECKENRIDGE/CENTRAL OHIO PAPER AND PACKAGING, INC. CRA**
- 6. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC CRA (Boat Storage)**
- 7. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC CRA (Showroom)**
- 8. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC CRA (Heated Storage)**
- 9. CLDH PROPERTIES, LTD/LABEL AIDE, INC. CRA**
- 10. ARDAGH METAL BEVERAGE USA INC CRA**
- 11. SUNSPORT PROPERTIES, LLC DBA BUCKEYE SPORTS CENTER EZ**
- 12. RYE BEACH TIF**
- 13. SAWMILL TIF**
- 14. CONAGRA TIF**

The following project was recommended to be **terminated**:

- 1. ALDRIDGE BOUTIQUE LLC (DBA MOCO BOUTIQUE) CRA**

Please feel free to contact the undersigned with any questions regarding these recommendations.

Sincerely,

Richard Jeffrey  
Erie County Auditor  
Chairman of the Tax Incentive Review Council

Attachment: Draft Minutes of the 3/16/2023 TIRC meeting

CC: Matt Lasko, Huron City Manager  
Tim King, Erie County Enterprise Zone Manager





**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 29-2023 (*submitted by Stuart Hamilton*)  
**DATE:** March 28, 2023

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### **Subject Matter/Background**

Resolution No. 29-2023 will affirm a Master Agreement to Provide Electric Generation Supply and Related Services for electric aggregation. Electric aggregation allows communities to pool utility customers to attain a discount on electricity rates within the community. In 2019, the City entered into an agreement with Dynegy Energy Service (East), LLC d/b/a Dynegy Energy Service, LLC to provide an electric aggregation program for the community, which program expired in October of 2022. Due to the volatility of the energy market, the City was unable to negotiate a renewal of the aggregation program prior to its expiration.

Just recently, the City learned that Ohio Edison has purchased its power at a very high rate, and will start charging its customers (including most of Huron's residents) nearly \$0.10 per kWh in June 2023. Due to the nature of pricing power, the administration asked City Council to authorize the City Manager and/or Service Director to execute an agreement with an aggregation vendor in order to "lock in" a good rate. At its March 14th regular meeting, Council executed a motion to allow the City Manager and/or Service Director to sign an agreement on behalf of the City ensuring a price below \$0.07 per kWh (subject to Council's final authorization). A 2-year Master Agreement with Dynegy has been executed by the City Manager and is being presented to Council for this Resolution. The agreement is for a 2-year fixed price at \$0.06820 per kWh, effective July 2023 through July 2025.

### **Financial Review**

There is not financial impact relating to this resolution other than City personnel time to review the contract and pricing.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 29-2023 is in order.

[Resolution No. 29-2023 Dynegy 2023-2025 Electric Aggregation \(1\).docx](#)

[Resolution No. 29-2023 Exhibit A Dynegy Electric Aggregation 2.pdf](#)

RESOLUTION NO. 29-2023  
Introduced by Matt Grieves

A RESOLUTION AFFIRMING THE CITY MANAGER'S EXECUTION OF A MASTER AGREEMENT WITH DYNEGY ENERGY SERVICES (EAST), LLC D/B/A DYNEGY ENERGY SERVICES, LLC TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES UNDER THE CITY'S ELECTRIC AGGREGATION PROGRAM

WHEREAS, on February 12, 2001, the City of Huron approved an Ordinance to establish an "opt-out" electric aggregation program pursuant to Ohio Revised Code Section 4928.20 for residents, businesses, and other electric consumers eligible to participate in the aggregation program; and

WHEREAS, on December 16, 2016, the City of Huron was certified as a governmental aggregatory under Certificate No. 10-311E(4) after having been previously certified as a governmental aggregator under Certificate No. 10-311E(1); and

WHEREAS, at its regular meeting on March 14, 2023, Huron City Council gave the City Manager or its Service Director permission to negotiate and enter into an agreement for electric aggregation at a price not to exceed \$0.07/KWH;

WHEREAS, the Service Director was able to negotiate an agreement with Dynegy Energy Services (East), LLC d/b/a Dynegy Energy Services, LLC ("Dynegy") to become the exclusive provider to retail electric supply to the members of the electric aggregation program at the pricing mutually agreed to by the City and Dynegy pursuant to the terms of a Master Agreement; and

WHEREAS, it was necessary to execute the Master Agreement with Dynegy prior to obtaining City Council approval in order to lock in a favorable electric aggregation rate for the City's residents, businesses and other electric consumers.

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

SECTION 1: That the City Manager, execution of the Master Agreement to Provide Electric Generation Supply and Related Services with Dynegy Energy Service (East), LLC d/b/a Dynegy Energy Services, LLC is hereby affirmed, a copy of which 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 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: \_\_\_\_\_

**MASTER AGREEMENT**  
**TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES**  
**BY AND BETWEEN**  
**CITY OF HURON, OHIO**  
**AND**

**DYNEGY ENERGY SERVICES (EAST), LLC**  
**D/B/A DYNEGY ENERGY SERVICES, LLC**

THIS AGREEMENT (“Agreement”) is made this 17<sup>th</sup> day of March 2023, by and between **City of Huron, Ohio** (“City”) and **Dynegy Energy Services (East), LLC d/b/a Dynegy Energy Services, LLC**, (“DESE”) acting by and through properly authorized officials (hereinafter the “City” and DESE may from time to time be referred to as a “Party” and together, as the “Parties”).

**WHEREAS**

1. On February 12, 2001 the City approved an ordinance to establish an “opt-out” electric aggregation program (the “Electric Aggregation Program” or the “Program”) pursuant to Ohio Revised Code (“ORC”) Section 4928.20, for the residents, businesses, and other electric consumers eligible to participate in the aggregation program (the “Buying Group”), and for that purpose, to take greater control over the electric purchasing decisions for the City and its qualifying residents, with the desire to take advantage of the collective purchasing power of the City for the benefit of the Buying Group.
2. On December 27, 2022, the City was **certified** as a governmental aggregator under Certificate #10-311E(7).
3. On December 16, 2016, the City was **previously certified** as a governmental aggregator under Certificate #10-311E(1).
4. The City desires to select and use DESE, during the term of this Agreement, as the exclusive provider of retail electric supply to the members of the Electric Aggregation Program at the pricing mutually agreed to by DESE and the City pursuant to the terms set forth in Section 2 of this Agreement.
5. The “Buying Group” shall consist of all retail electric loads, except mercantile customers, that are located within the City and for which there is a choice of supplier of that service, and who are otherwise eligible to participate in the governmental aggregation program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and terms to be kept and performed and the aforementioned recitals, which are incorporated herein by reference, the Parties agree as follows:

## **SECTION 1 GENERAL PROVISIONS**

### **1.1 Electric Governmental Aggregation Program**

City shall take all actions necessary to maintain its certification as a governmental aggregator with the Public Utilities Commission of Ohio (“PUCO”) at all times through the term of this Agreement and any extension(s) hereof. City shall not assume the credit risk for any nonpayment on behalf of any Customer (as defined below) in its Electric Aggregation Program.

### **1.2 DESE**

DESE is duly certified by the PUCO as a competitive retail electric service provider and, as such, is authorized to provide such services to serve the City’s residential and small commercial customers who do not opt out of the Program.

DESE shall act as an independent contractor to the City and shall not be deemed an employee or representative of the City.

### **1.3 Customers**

The end users in the City’s Electric Aggregation Program will be the residential and small commercial customers within the City’s political boundaries that do not opt out of the Program (“Customers”) and who are otherwise eligible to participate. On behalf of the Customers, the City reserves the right to approve the supplier’s terms and conditions for the supplier’s contracts with the Customers.

### **1.4 Utility**

For the purposes of this Agreement, FE Ohio (“Utility”) shall be the electric distribution utility and will provide electric distribution services for all electricity supplied under this Agreement.

## **SECTION 2 SCOPE OF WORK**

The City shall use DESE as the exclusive provider of retail electric supply to the members of the Electric Aggregation Program at the pricing mutually agreed to by DESE and the City pursuant to the terms set forth below. The Parties hereby agree to undertake, perform and complete the services and/or actions described below:

2.1 DESE and the City hereby agree that the rate Customers will pay for electric generation service provided by DESE under the Electric Aggregation Program shall be as set forth Attachment A hereto (“Billing Rates”) and in accordance with Attachment B (Civic Grant).

2.2 DESE will be responsible for the costs of obtaining the eligible customer list from the Utility and/or from any other resource it deems useful in creation of an accurate list. The City will share its resources to help mitigate the cost of assembling and verifying this list and will request the eligible customer list from the Utility. It will be the joint responsibility of the City and DESE to approve the list to be used. DESE shall perform, and the City will assist, to the best of their abilities, in the necessary list cleansing to ensure that only those Customers who are eligible to participate are included on the list. DESE and the City acknowledge that the list acquired from the Utility is represented by the Utility to be a list properly cleansed to include only those Customers that are eligible for the Government Aggregation, as detailed in ORC Section 4928.20. To the extent the Utility fails to provide such a list, the Parties hereto expressly waive any claim against each other resulting from such failure by the Utility.

2.3 Upon notification and request to DESE by a Customer who was eligible at the time of the initial opt-out notification and who remains eligible, DESE shall enroll any such Customer wishing to join the Program. If an ineligible customer receives an opt-out notice and is enrolled in the Program, upon knowledge of or notice to DESE, DESE shall take immediate steps to return that customer to their local utility's standard service. DESE will also be responsible for reimbursing any switching fee and negative differential charges resulting from the improper switch, if notified by a customer with a legitimate grievance.

2.4 DESE shall print and mail opt-out notice packets to Customers that appear on the cleansed list. The packet shall contain an opt-out notice scripted by the City, a terms and conditions page outlining Customer contract provisions scripted by DESE and approved by the City, and may also include other information as agreed upon by the City and DESE. DESE shall bear the costs associated with preparing, printing, and mailing the opt-out notice packets.

2.5 DESE shall receive and organize the opt-out responses and prepare a final listing of those Customers to be enrolled in the program. DESE will also handle the information sharing/verification process with ("Utility") for the transfer of accounts.

2.6 DESE will utilize its customer call center resources to handle customer calls and concerns. DESE maintains a toll-free telephone number that will be provided in all written correspondence with Customers, as well as the DESE website that can be used by Customers to get answers to frequently asked questions. DESE understands that the City is not equipped to handle large volumes of customer calls and will be dependent on DESE for this function. The City will remain available to answer questions regarding customer inquiries as needed by DESE.

2.7 Once timing is finalized between the City and DESE, DESE will conduct an initial opt-out opportunity (the "Initial Opt-out"). Thereafter, no new Customer will be enrolled in the aggregation until a subsequent offering, at the City's discretion ("Interim Opt-outs") is conducted. DESE will provide the services set forth in Sections 2.2 through this 2.7 with respect to an Interim Opt-out, as it did for the Initial Opt-out. The purpose of the Interim Opt-outs is to provide an

opportunity for newly-eligible Customers (by way of example only and not by way of limitation, a resident new to the City since the time of the list compilation for the Initial Opt-out) to take advantage of the Program. All Interim Opt-outs will be conducted in the same manner as the initial opt-out, except that any price notifications may be provided in an expedited fashion, as long as a full opt-out notice has been provided within the term of this Agreement.

2.8 Notwithstanding anything to the contrary herein, DESE agrees that, upon notification by any former Customer of the Buying Group and once provided with appropriate documentation, DESE shall re-enroll any Customer who is in the Program and who moves to a new location within the City and within the Utility's service territory. This can be accomplished as an opt-in enrollment. Appropriate documentation shall include a signed agreement, telephone verification of enrollment, or internet enrollment into the Program. The price, terms, and conditions, once re-enrolled, shall continue for the remainder of the Customer's initial term at the Customer's prior address, although in no event shall the term exceed the term of this Agreement. In addition, DESE shall permit any new resident of the City, who is within the Utility's service territory and who moves into any facility existing at the time of execution of this Agreement, to opt into the Program at the then current terms and conditions for the Program, for the remaining term of the Program as specified in this Agreement. Residents of newly constructed facilities, if eligible, will be permitted to enroll in the Program during Interim Opt-out notifications and may, in DESE's sole discretion, be permitted to enroll in the Program as opt-in Customers, from time to time.

2.9 If the Utility charges a switching fee for all Customers choosing a new supplier under the Choice Program, DESE agrees to pay this fee.

2.10 DESE's arrangements regarding electric supply shall comply with the Choice Program. DESE will supply and manage deliveries to meet 100% of the Buying Group's electric supply requirements. Pricing shall not include Utility charges, fees, or expenses, other than as set forth in Section 2.9 hereof.

2.11 If the PUCO requires information or documents regarding the Aggregation, DESE agrees to assist in compiling such information in the possession and control of DESE.

### **SECTION 3 TIME OF PERFORMANCE AND TERM OF CONTRACT**

3.1 This Agreement and DESE's obligations under this Agreement shall commence on the **July 2023 meter read date** (the "Effective Date") and shall terminate on the later of the **July 2025 meter read date** or the date of commencement of another agreement related to aggregation Administrative Services by and between the City and another such administrator, unless the Agreement is extended for an additional term(s) by mutual written agreement of the City and DESE.

3.2 The City shall have the right to begin negotiations with DESE and other electric suppliers during the term of this Agreement in order to ensure a seamless transition and continuation of the

Program. If the City chooses a different supplier upon the termination of this Agreement, DESE shall reasonably cooperate with the City and the new supplier in a timely manner in order to ensure a seamless transition to the new supplier. This would include providing a list of Customers who, according to DESE's records, are participating in the Program at the time such request is made.

#### **SECTION 4 DELIVERIES**

4.1 On and after the Effective Date and throughout the term of this Agreement, DESE shall provide firm, full requirements electric supply to the Utility's distribution system in accordance with the Utility's delivery guidelines.

#### **SECTION 5 BILLING AND PAYMENT**

5.1 DESE shall delegate the billing obligations to the utility, such that Customers will receive an invoice for the Utility's charges and DESE's charges on the same monthly bill. Payment will be due according to the Utility's billing schedule. Customer will make payment to the Utility. If Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements, DESE may terminate this agreement by giving Customer written notice of at least fourteen (14) calendar days. Customer's failure to pay the Utility's charges may result in the account(s) being disconnected in accordance with the Utility's tariff. If an account is switched back to the Utility for service, it may not be served under the same rates, terms and conditions that apply to other customers served by the Utility.

#### **SECTION 6 NON-PERFORMANCE/TERMINATION**

6.1 If DESE fails to meet its obligations to deliver electric supply under this Agreement and its failure is not excused by any provision under this Agreement, then DESE shall reimburse the Customers for any difference between DESE's price and the price that the Customers pay for any replacement electric supplies, as necessary to meet the Customers' needs due to DESE's failure to perform.

6.2 If, based upon a material change in the creditworthiness of DESE, the City has reasonable grounds for insecurity regarding DESE's performance of any material obligation under this Agreement, the City may demand "Adequate Assurance of Performance," which, in the aggregate, may not exceed \$100,000. "Adequate Assurance of Performance" shall mean sufficient security, in the form, amount, and term reasonably acceptable to the City, including, but not limited to, a standby letter of credit or a guaranty.

If DESE fails to provide Adequate Assurance of Performance as described above, within five (5) business days of written demand from the City, then the City shall have the right, after written notice, to terminate this Agreement and have DESE transfer all aggregation Customers back to the Utility with the corresponding end-of-service notification.



6.3 A Party may terminate this Agreement prior to its natural expiration for: (i) a material breach of any of the terms contained herein by the other Party hereto which has not been cured within fifteen (15) days after written notice by the non-defaulting Party or such other cure period set forth in this Agreement, or (ii) in accordance with the following contingencies:

A. Illegality. Due to the adoption of or change in any applicable law or any interpretation of any applicable law by any judicial or governmental authority, it becomes unlawful for either Party or both Parties to perform any obligation under this Agreement or its Attachments.

B. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure event.

C. Failure of the City to maintain its status as a PUCO Governmental Aggregator.

6.4 **Regulatory Out** – Changes to laws, regulations, rules, decisions, entries, findings, or orders governing the generation, transmission, or sale of electricity may be made by different entities, including state agencies and regulatory bodies such as the Public Utilities Commission of Ohio (PUCO), federal agencies and regulatory bodies such as the Federal Energy Regulatory Commission (FERC), and Regional Transmission Organizations (RTO) that operate multi-state regional electric transmission systems such as PJM Interconnection LLC (PJM), the RTO that operates the regional electric transmission system in a multi-state region that includes Ohio. Such changes may include, without limitation, new, revised, altered, amended, or reinterpreted laws, regulations, rules, decisions, entries, findings, or orders relating to (i) the generation of electricity, (ii) the availability and reliability of electricity supply resources (including, without limitation, capacity), (iii) the reliability of the electricity grid, (iv) the transmission or delivery of electricity, and (v) the sale or marketing of wholesale and retail electricity (collectively, Regulatory Events).

DESE has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for DESE, Customer agrees that DES may propose new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by DESE under this Agreement. If DESE proposes new contract terms in accordance with this clause, DESE will provide written notice to the Customer that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by DESE, and (3) when the new contract terms will take effect following Customer's acceptance. Customer will have thirty (30) days from the date of the written notice to affirmatively accept or reject the new contract terms. If Customer does not affirmatively accept the new contract terms within thirty (30) days of the written notice, DESE may in its sole discretion elect to terminate this Agreement without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and DESE,

after which Customer will return to Customer's electric utility or another CRES provider of Customer's choosing for electricity; alternatively, DESE may, in its sole discretion, elect to continue supplying electricity to Customer under the original terms of this Agreement.

## **SECTION 7 FORCE MAJEURE**

7.1 Force Majeure shall include, but not be limited to the following: (i) physical events such as Acts of God, landslides, lightning, earthquakes, fires, storms (including hurricanes), or storm warnings, which result in evacuation of the affected area, floods, washouts, explosions, breakage, accident, or necessity of repairs to machinery or equipment or transmission or distribution lines; (ii) weather-related events affecting an entire geographic region, such as low temperatures that cause failure of transmission or distribution lines; (iii) interruption and/or curtailment of primary transmission or distribution lines where such interruption directly affects electric supply deliveries under this Agreement; and (iv) acts of others such as strikes, lockouts, or other industrial disturbances, riots, sabotage, insurrections, terrorist acts, or wars. DESE and the City shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

7.2 Neither Party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible transmission or distribution lines; (ii) the Party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, DESE's ability to sell electric supply at a higher or more advantageous price than the price under this Agreement or the City's ability to purchase electric supply at a lower or more advantageous price than the price under this Agreement; or (iv) the loss or failure of DESE's electric supply or depletion of supply, except, in either case, as provided in Section 7.1.

The Party whose performance is prevented by Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. The claiming Party shall exercise due diligence to remove the inability to perform as soon as reasonably possible, if possible. Upon providing written notice of Force Majeure to the other Party, the affected Party will be relieved of its obligation, other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure event, to make or accept delivery of electric supply, as applicable, to the extent and for the duration of Force Majeure, and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event.

## **SECTION 8 APPLICABLE LAW**

This Agreement and all provisions herein will be governed by and interpreted under Ohio laws. Any and all litigation between DESE and the City related to this Agreement shall be brought in either a state or federal court located within the State of Ohio.

## **SECTION 9 MISCELLANEOUS**

9.1 If any provision in this Agreement is determined to be invalid, void, or unenforceable by any court or agency having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.

9.2 No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

9.3 This Agreement sets forth all understandings between the Parties respecting each transaction subject hereto, and any prior contracts, understandings, and representations, whether oral or written, relating to such transactions are merged into and superseded by this Agreement. This Agreement may be amended only in writing, executed by both Parties.

9.4 The Parties shall treat as confidential all terms and conditions of this Agreement, including information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, the Parties shall be allowed to acknowledge that an Agreement for electricity does exist between the Parties.

9.5 The City and DESE each represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound thereby.

9.6 Neither Party may assign or transfer rights and obligations under this Agreement without the written consent of the other Party. Such consent may not be unreasonably withheld. Notwithstanding the foregoing, the DESE may assign this Agreement to an affiliate in connection with the sale of all or substantially all of the DESE's assets without the consent of City. If this occurs, the DESE shall provide the City with five (5) business days' written notice.

9.7 Any notices, requests or demands regarding the services provided under this Agreement shall be sent to the following parties:

A. CITY

City of Huron, Ohio  
417 Main St  
Huron Ohio 44839  
Ph: (419) 433 5000  
Email: STUART.HAMILTON@HURONOHIO.ORG  
**STUART HAMILTON**

B. DESE

Attn: Retail Contract Administration  
Dynegy Energy Services (East), LLC  
6555 Sierra Drive, 1-W-1  
Irving, TX 75039

Linda L. Ponikwia  
Dynegy Energy Services (East), LLC  
312 Walnut Street, Suite 1500  
Cincinnati, Ohio 45202  
Ph: 513-762-8219  
Email: [Linda.Ponikwia@vistraenergy.com](mailto:Linda.Ponikwia@vistraenergy.com)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first mentioned above.

**CITY:**

City of Huron, Ohio

By: 

Name: MARK WASYL

Title: UTL MANAGER

**DESE:**

Dynegy Energy Services (East), LLC

By: Linda Ponikwia  
Linda Ponikwia (Mar 17, 2023 15:33 EDT)

Name: Linda L. Ponikwia

Title: Manager Municipal Aggregations

**ATTACHMENT A**

**BILLING RATES**

DESE will provide retail electric generation service during the term of this Agreement at the following Billing Rates:

| City of Huron, Ohio: Initial ONE box below to Elect Term and Price |                    |  |
|--|--------------------|--|
|  | Retail Power Price | Delivery Term: 24 months                                       |
|  | \$0.06820/kWh      | July 2023 meter read date through<br>July 2025 meter read date |

*Nadra Sherazee*







**TO:** Mayor Tapp and City Council  
**FROM:** Cory Swaisgood  
**RE:** Ordinance No. 2023-6 (*submitted by Cory Swaisgood*)  
**DATE:** March 28, 2023

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### **Subject Matter/Background**

Ordinance No. 2023-6 requests the Council's authorization for changes to the annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the detailed breakdown.

### **Financial Review**

See Exhibit "A" for financial review and details of supplemental appropriations.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement with the request, a motion adopting Ordinance No. 2023-6 is in order.

[Ordinance No. 2023-6 Appropriations.docx](#)  
[2023-6 Exhibit A.pdf](#)

ORDINANCE NO. 2023-6  
Introduced by Joel Hagy

AN ORDINANCE AMENDING ORDINANCE NO. 2022-69, ADOPTED ON DECEMBER 27, 2022, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES.

WHEREAS, pursuant to Ordinance No. 2022-69, adopted December 27, 2022, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2023 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 appropriation transfers and supplemental appropriations to accommodate the operational needs of certain City departments and offices and to assure all funds of the City are in proper balance.

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

SECTION 1. That Exhibit "A" of Ordinance 2022-69, adopted on the 27<sup>th</sup> day of December 2022, as amended by Ordinance No. 2023-2 adopted on January 24, 2023, is hereby amended to provide for supplemental appropriations and appropriation transfers 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, 2023, and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized to properly balance the various funds of the City.

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

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

\_\_\_\_\_  
Monty Tapp, Mayor

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

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

CITY OF HURON  
BUDGET APPROPRIATION ADJUSTMENTS, AND CASH TRANSFERS  
SUMMARY SHEET

**Exhibit A**

DATE: 3/28/2023  
ORDINANCE: 2023-6

**Appropriation Measure**

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**Reason for Appropriation Measure**

The appropriation measures below are necessary for the following reasons:

1. As stated during the grant process, the City did not budget for the body worn cameras until the grant and contract was approved by Council. Both have been approved. This appropriation measure is necessary to properly budget for the first payment on the purchase of the cameras for \$38,446. Future appropriations will be set during the annual budget process for the next five years. Approximately 86% of the cost will be reimbursed through a state grant over the five years.
2. The remaining appropriations are necessary for electric expansion efforts and the purchase of the Warren Slag property. The purchase of the property was budgeted in 2022 but the payment was not made until 2023. The City could justify approximately \$50,000 of the land purchase out of Huron Public Power funds since the City is expecting to move the service facility and other HPP expansion efforts on the site.

In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control, and cash transfers.

**APPROPRIATION MEASURE**

| Fund Name               | Fund Number | Department/Activity | Object Level   | Increase/(Decrease)<br>Amount |
|-------------------------|-------------|---------------------|----------------|-------------------------------|
| GENERAL FUND            | 110         | Police Department   | OTHER EXPENSES | \$ 38,446                     |
| INFRASTRUCTURE FEE FUND | 655         | Electric            | OTHER EXPENSES | \$ 60,000                     |

**NET IMPACT ON TOTAL APPROPRIATIONS**    \$                    98,446



**TO:** Mayor Tapp and City Council  
**FROM:** Terri Welkener , Clerk of Council  
**RE:** Ordinance No. 2023-8 (*submitted by Terry Graham*)  
**DATE:** March 28, 2023

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### **Subject Matter/Background**

A new Ohio Revised Code Section 4511.204 (Driving While Texting) becomes effective April 4, 2023. Ordinance No. 2023-8 repeals the City of Huron existing Section 333.11 (Texting While Driving Prohibited) and replaces it with a revised Section 333.11, which mirrors ORC Section 4511.204.

Major changes include:

- adding exemptions for those using an electronic device, without the use of either hand, a person using technology that electronically integrates the device into the motor vehicle provided no manual entry of letters, numbers or symbols is permitted and the person does not hold the device with their body, or a person storing electronic commissions, device in a holster, harness, or other article of clothing on the persons body;
- adds a requirement that on January 31 of each year, the department of public safety must issue a report to the general assembly specifying the number of citation issued for violations of the section during the previous calendar year;
- requires a law enforcement officer to report the issuance of a ticket to the officer's law enforcement agency, and ensure that such a report indicates the offender's race;
- enhances penalties overall;
- adds additional penalties for violations of same in a construction zone;
- clarifies that a law-enforcement officer does not have probable cause, and shall not stop the operator of a vehicle to enforce this section, unless the officer visually observes the operator using, holding, or physically, supporting with any part of the person's body, the electronic wireless communication device; and
- provides the operator may decline a search of the operators electronic wireless communication device, and mandates the officer shall not access the device without a warrant, unless voluntary and unequivocal consent is given, and the officer shall not confiscate the device while awaiting issuance of a warrant, nor obtain consent from the operator to access the device by way of coercion or any other improper means. Consent by the operator to access the device must be voluntary and unequivocal before the officer may access the device without a warrant.

### **Financial Review**

There is no financial impact relating to this ordinance.

**Legal Review**

The matter has been reviewed, follows normal administrative proec

**Recommendation**

If Council is in support of the request, a motion adopting Ordinance No. 2023-8 as an emergency measure is in order.

[Ordinance No. 2023-8 No Texting While Driving \(1\).docx](#)

[Ordinance No. 2023-8 Exhibit A.docx](#)

[Exhibit 2023-8 Exhibit B.docx](#)

ORDINANCE NO. 2023-8  
Introduced by Monty Tapp

AN ORDINANCE FULLY REPEALING SECTION 333.11 OF THE CODIFIED ORDINANCES (TEXTING WHILE DRIVING PROHIBITED) IN ITS ENTIRETY EFFECTIVE APRIL 4, 2023, AND ADOPTING A NEW SECTION 333.11 OF THE CODIFIED ORDINANCES (TEXTING WHILE DRIVING PROHIBITED) EFFECTIVE APRIL 4, 2023 UNDER CHAPTER 333 (OVI; WILLFUL MISCONDUCT; SPEED) OF THE CODIFIED ORDINANCES OF THE CITY OF HURON, AND DECLARING AN EMERGENCY.

WHEREAS, a new Ohio Revised Code Section 4511.204 (Driving While Texting) becomes effective April 4, 2023;

WHEREAS, the City of Huron desires to repeal existing Section 333.11 of the Codified Ordinances (Texting While Driving Prohibited), effective April 4, 2023, and to adopt a new Section 333.11 of the Codified Ordinances under Chapter 333 (OVI; Willful Misconduct; Speed), effective April 4, 2023, consistent with the new Ohio Revised Code 4511.204;

WHEREAS, the Council hereby determined the changes and amendment set forth within this Ordinance, including Exhibit "B", are in the best interest of the City of Huron and its citizens.

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

SECTION 1. That Section 331.11 (Texting While Driving Prohibited) of the Codified Ordinances of the City of Huron, Ohio, which current reads as follows: (refer to Exhibit "A" attached), shall be and hereby is repealed in its entirety, effective April 4, 2023.

SECTION 2. That a new revised and restated Chapter 331.11 (Existing While Driving Prohibited) of the Codified Ordinances of the City of Huron, 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 as of April 4, 2023.

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 and it is imperative this Ordinance be effective immediately, WHEREFORE, this Ordinance shall be in full force and effect from and immediately after its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

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

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

333.11 TEXTING WHILE DRIVING PROHIBITED.

(a) No person shall drive a motor vehicle on any street, highway, or property open to the public for vehicular traffic while using a handheld electronic wireless communications device to write, send, or read a text-based communication.

(b) Subsection (a) of this section does not apply to any of the following:

(1) A person using a handheld electronic wireless communications device in that manner for emergency purposes, including an emergency contact with a law enforcement agency, hospital or health care provider, fire department, or other similar emergency agency or entity;

(2) A person driving a public safety vehicle who uses a handheld electronic wireless communications device in that manner in the course of the person's duties;

(3) A person using a handheld electronic wireless communications device in that manner whose motor vehicle is in a stationary position and who is outside a lane of travel;

(4) A person reading, selecting, or entering a name or telephone number in a handheld electronic wireless communications device for the purpose of making or receiving a telephone call;

(5) A person receiving wireless messages on a device regarding the operation or navigation of a motor vehicle; safety-related information, including emergency, traffic or weather alerts; or data used primarily by the motor vehicle;

(6) A person receiving wireless messages via radio waves;

(7) A person using a device for navigation purposes;

(8) A person conducting wireless interpersonal communication with a device that does not require manually entering letters, numbers, or symbols or reading text messages, except to activate, deactivate, or initiate the device or a feature or function of the device;

(9) A person operating a commercial truck while using a mobile data terminal that transmits and receives data;

(10) A person using a handheld electronic wireless communications device in conjunction with a voice-operated or hands-free device feature or function of the vehicle.

(c) Notwithstanding any provision of law to the contrary, no law enforcement officer shall cause an operator of an automobile being operated on any street or highway to stop the automobile for the sole purpose of determining whether a violation of subsection (a) of this section has been or is being committed or for the sole purpose of issuing a ticket, citation or summons for a violation of that nature or causing the arrest of or commencing a prosecution of a person for a violation of that nature, and no law enforcement officer shall view the interior or visually inspect any automobile being operated on any street or highway for the sole purpose of determining whether a violation of that nature has been or is being committed.



(d) Whoever violates subsection (a) of this section is guilty of a minor misdemeanor.

(e) A prosecution for a violation of Ohio R.C. 4511.204 does not preclude a prosecution for a violation of a substantially equivalent municipal ordinance based on the same conduct. However, if an offender is convicted of or pleads guilty to a violation of Ohio R.C. 4511.204 and is also convicted of or pleads guilty to a violation of a substantially equivalent municipal ordinance based on the same conduct, the two offenses are allied offenses of similar import under Ohio R.C. 2941.25.

(f) As used in this section:

(1) "Electronic wireless communications device" includes any of the following:

- A. A wireless telephone;
- B. A text-messaging device;
- C. A personal digital assistant;
- D. A computer, including a laptop computer and a computer tablet;
- E. Any other substantially similar wireless device that is designed or used to communicate text.

(2) "Voice-operated or hands-free device" means a device that allows the user to vocally compose or send, or to listen to a text-based communication without the use of either hand except to activate, or deactivate a feature or function.

(3) "Write, send or read a text-based communication" means to manually write or send, or read a text-based communication using an electronic wireless communications device, including manually writing or sending, or reading communications referred to as text messages, instant messages, or electronic mail.

(ORC 4511.204)

333.11 TEXTING WHILE DRIVING PROHIBITED.

(A) No person shall operate a motor vehicle, trackless trolley, or streetcar on any street, highway, or property open to the public for vehicular traffic while using, holding, or physically supporting with any part of the person's body an electronic wireless communications device.

(B) Division (A) of this section does not apply to any of the following:

(1) A person using an electronic wireless communications device to make contact, for emergency purposes, with a law enforcement agency, hospital or health care provider, fire department, or other similar emergency agency or entity;

(2) A person driving a public safety vehicle while using an electronic wireless communications device in the course of the person's duties;

(3) A person using an electronic wireless communications device when the person's motor vehicle is in a stationary position and is outside a lane of travel, at a traffic control signal that is currently directing traffic to stop, or parked on a road or highway due to an emergency or road closure;

(4) A person using and holding an electronic wireless communications device directly near the person's ear for the purpose of making, receiving, or conducting a telephone call, provided that the person does not manually enter letters, numbers, or symbols into the device;

(5) A person receiving wireless messages on an electronic wireless communications device regarding the operation or navigation of a motor vehicle; safety-related information, including emergency, traffic, or weather alerts; or data used primarily by the motor vehicle, provided that the person does not hold or support the device with any part of the person's body;

(6) A person using the speaker phone function of the electronic wireless communications device, provided that the person does not hold or support the device with any part of the person's body;

(7) A person using an electronic wireless communications device for navigation purposes, provided that the person does not do either of the following during the use:

(a) Manually enter letters, numbers, or symbols into the device;

(b) Hold or support the device with any part of the person's body ;

(8) A person using a feature or function of the electronic wireless communications device with a single touch or single swipe, provided that the person does not do either of the following during the use:

(a) Manually enter letters, numbers, or symbols into the device;

(b) Hold or support the device with any part of the person's body ;

(9) A person operating a commercial truck while using a mobile data terminal that transmits and receives data;

(10) A person operating a utility service vehicle or a vehicle for or on behalf of a utility, if the person is acting in response to an emergency, power outage, or circumstance that affects the health or safety of individuals;

(11) A person using an electronic wireless communications device in conjunction with a voice-operated or hands-free feature or function of the vehicle or of the device without the use of either hand except to activate, deactivate, or initiate the feature or function with a single touch or swipe, provided the person does not hold or support the device with any part of the person's body;

(12) A person using technology that physically or electronically integrates the device into the motor vehicle, provided that the person does not do either of the following during the use:

(a) Manually enter letters, numbers, or symbols into the device;

(b) Hold or support the device with any part of the person's body.

(13) A person storing an electronic wireless communications device in a holster, harness, or article of clothing on the person's body.

(C)(1) On January 31 of each year, the department of public safety shall issue a report to the general assembly that specifies the number of citations issued for violations of this section during the previous calendar year.

(2) If a law enforcement officer issues an offender a ticket, citation, or summons for a violation of division (A) of this section, the officer shall do both of the following:

(a) Report the issuance of the ticket, citation, or summons to the officer's law enforcement agency;

(b) Ensure that such report indicates the offender's race.

(D)(1) Whoever violates division (A) of this section is guilty of operating a motor vehicle while using an electronic wireless communication device, an unclassified misdemeanor.

(a) Except as provided in divisions (D)(1)(b), (c), (d), and (2) of this section, the court shall impose upon the offender a fine of not more than one hundred fifty dollars.

(b) If, within two years of the violation, the offender has been convicted of or pleaded guilty to one prior violation of this section or a substantially equivalent municipal ordinance, the court shall impose upon the offender a fine of not more than two hundred fifty dollars.

(c) If, within two years of the violation, the offender has been convicted of or pleaded guilty to two or more prior violations of this section or a substantially equivalent municipal ordinance, the court shall impose upon the offender a fine of not more than five hundred dollars. The court also may impose a suspension of the offender's driver's license, commercial driver's license, temporary instruction permit, probationary license, or nonresident operating privilege for ninety days.

(d) Notwithstanding divisions (D)(1)(a) to (c) of this section, if the offender was operating the motor vehicle at the time of the violation in a construction zone where a sign was posted in accordance with section 4511.98 of the Revised Code, the court, in addition to all other penalties provided by law, shall impose upon the offender a fine of two times the amount imposed for the violation under division (D)(1)(a), (b), or (c) of this section, as applicable.

(2) In lieu of payment of the fine of one hundred fifty dollars under division (D)(1)(a) of this section and the assessment of points under division (D)(4) of this section, the offender instead may elect to attend the distracted driving safety course, as described in section 4511.991 of the Revised Code. If the offender attends and successfully completes the course, the offender shall be issued written evidence that the offender successfully completed the course. The offender shall not be required to pay the fine and shall not have the points assessed against that offender's driver's license if the offender submits the written evidence to the court.

(3) The court may impose any other penalty authorized under sections 2929.21 to 2929.28 of the Revised Code. However, the court shall not impose a fine or a suspension not otherwise specified in division (D)(1) of this section. The court also shall not impose a jail term or community residential sanction.

(4) Except as provided in division (D)(2) of this section, points shall be assessed for a violation of division (A) of this section in accordance with section 4510.036 of the Revised Code.

(5) The offense established under this section is a strict liability offense and section 2901.20 of the Revised Code does not apply. The designation of this offense as a strict liability offense shall not be construed to imply that any other offense, for which there is no specified degree of culpability, is not a strict liability offense.

(E) This section shall not be construed as invalidating, preempting, or superseding a substantially equivalent municipal ordinance that prescribes penalties for violations of that ordinance that are greater than the penalties prescribed in this section for violations of this section.

(F) A prosecution for an offense in violation of this section does not preclude a prosecution for an offense in violation of a substantially equivalent municipal ordinance based on the same conduct. However, the two offenses are allied offenses of similar import under section 2941.25 of the Revised Code.

(G)(1) A law enforcement officer does not have probable cause and shall not stop the operator of a motor vehicle for purposes of enforcing this section unless the officer visually observes the operator using, holding, or physically supporting with any part of the person's body the electronic wireless communications device.

(2) A law enforcement officer who stops the operator of a motor vehicle, trackless trolley, or streetcar for a violation of division (A) of this section shall inform the operator that the operator may decline a search of the operator's electronic wireless communications device. The officer shall not do any of the following:

(a) Access the device without a warrant, unless the operator voluntarily and unequivocally gives consent for the officer to access the device;

(b) Confiscate the device while awaiting the issuance of a warrant to access the device;

(c) Obtain consent from the operator to access the device through coercion or any other improper means. Any consent by the operator to access the device shall be voluntary and unequivocal before the officer may access the device without a warrant.

(H) As used in this section:

(1) "Electronic wireless communications device" includes any of the following:

- (a) A wireless telephone;
- (b) A text-messaging device;
- (c) A personal digital assistant;
- (d) A computer, including a laptop computer and a computer tablet;
- (e) Any device capable of displaying a video, movie, broadcast television image, or visual image;
- (f) Any other substantially similar wireless device that is designed or used to communicate text, initiate or receive communication, or exchange information or data.

An "electronic wireless communications device" does not include a two-way radio transmitter or receiver used by a person who is licensed by the federal communications commission to participate in the amateur radio service.

(2) "Voice-operated or hands-free feature or function" means a feature or function that allows a person to use an electronic wireless communications device without the use of either hand, except to activate, deactivate, or initiate the feature or function with a single touch or single swipe.

(3) "Utility" means an entity specified in division (A), (C), (D), (E), or (G) of section [4905.03](#) of the Revised Code.

(4) "Utility service vehicle" means a vehicle owned or operated by a utility.

(ORC 4511.204)



**TO:** Mayor Tapp and City Council  
**FROM:** Matthew Lasko  
**RE:** Ordinance No. 2023-7 (*submitted by Matt Lasko*)  
**DATE:** March 28, 2023

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### **Subject Matter/Background**

The City has long desired to enhance the western gateway into the City, which is viewed as the intersection of Rye Beach Road and Cleveland Road West. This desire has grown in importance given the planned US 6 Connectivity Corridor project which will see major enhancements being made in that area, including new intersections to increase safety and reduce traffic congestion along with the construction of a new multi-modal pathway connecting Sandusky to Huron. To aid in these efforts, the City is exploring ways to enhance the entrance to Huron. The Oster's Mobile Home Park has created challenges for the City in terms of ongoing code and zoning infractions, utility disconnections and regular safety force intervention. To address this matter, the City has entered into a purchase agreement for the purchase of all seven (7) parcels comprising the mobile home park property. The City has completed its due diligence which included undertaking a title examination and environmental phase I investigation. As such, the City is now seeking Council ratification of the agreement. The purchase price is \$900,000.00 and will be paid via proceeds from the Sawmill Creek Resort TIF. The City will not be taking title to the parcels until the seller has vacated the entirety of the mobile home park and relocated all individuals residing in the park.

### **Financial Review**

The City will use TIF funds from the Sawmill Creek TIF to purchase the property. The TIF Fund and Economic Development Fund will support any minor expenses incurred on the property for maintenance and clean up.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement with the request, a motion adopting Ordinance No. 2023-7 as an emergency measure is in order.

[Ordinance No. 2023-7 Osters MHP Purchase Agreement \(1\).docx](#)  
[Ordinance No. 2023-7 Exhibit A Osters MHP Purchase Agreement.pdf](#)

ORDINANCE NO. 2023-7  
Introduced by Sam Artino

AN ORDINANCE RATIFYING THE CITY MANAGER'S EXECUTION OF AN AGREEMENT TO PURCHASE APPROXIMATELY 2.23 ACRES OF REAL PROPERTY LOCATED ADJACENT TO CLEVELAND ROAD, WEST, IN HURON, OHIO, AND BEING ALL OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBER 43-00322.000, 43-00600.000, 43-00319.000, 43-00318.000, 43-00317.000, 43-00320.000 and 43-00321.000 IN THE AMOUNT OF NINE HUNDRED AND 00/100 DOLLARS (\$900,000.00), AND DECLARING AN EMERGENCY

WHEREAS, after lengthy negotiations, the City's bid of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00) was accepted to purchase of the property located adjacent to Cleveland Road, West, currently known as Oster's Mobile Home Park, identified as Erie County, Ohio Permanent Parcel Number 43-00322.000, 43-00600.000, 43-00319.000, 43-00318.000, 43-00317.000, 43-00320.000 and 43-00321.000 (hereinafter, the "Property"); and

WHEREAS, the Council has determined that time was of the essence in executing the purchase agreement; and

WHEREAS, the Council has determined that the purchase of the Property for public use is in the best interest of the City and its residents.

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

SECTION 1. That the City Manager's execution of the Purchase Agreement with Oster's MHP LLC, an Ohio limited liability company, for the purchase of approximately 2.23 acres of real property located adjacent to Cleveland Road, West, in Huron, Erie County, Ohio, and being all of Erie County, Ohio Permanent Parcel Number 43-00322.000, 43-00600.000, 43-00319.000, 43-00318.000, 43-00317.000, 43-00320.000 and 43-00321.000, is hereby ratified, a copy of which Agreement is attached hereto as Exhibit "A" and made a part hereof by reference.

SECTION 2. 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 and it is imperative this Ordinance be effective immediately, WHEREFORE, this Ordinance shall be in full force and effect from and immediately after its adoption.

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Monty Tapp, Mayor

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

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



## **REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS**

This Real Estate Purchase Agreement and Escrow Instructions (herein called "Agreement") by and between **OSTER'S MHP LLC**, an Ohio limited liability company (*aka* "Osters Mobile Home Park, LLC")(which with its successors and assigns is herein called "Seller") and **THE CITY OF HURON**, an Ohio chartered municipality (which with its successors and assigns is herein called "Buyer") (with Seller and Buyer being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS Seller desires to sell to Buyer the real estate (consisting of approximately 2.23 acres) located adjacent to Cleveland Road, West, in Huron, Erie County, Ohio and being all of Erie County Permanent Parcel Numbers 43-00322.000; 43-00600.000; 43-00319.000; 43-00318.000; 43-00317.000; 43-00320.000; and 43-00321.000 (as set forth on Exhibit A, which is attached hereto and incorporated herein by reference, and as shown on the schematic attached hereto as Exhibit B, which is attached hereto and incorporated herein by reference), including, but not limited to, the land and all appurtenances, hereditaments, rights, privileges and easements appertaining thereto and all structures and improvements and fixtures located thereon and all flora located thereon, all of which are herein collectively called the "Real Estate";

WHEREAS Buyer desires to purchase the Real Estate from Seller on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises made in this Agreement and other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

### **1. Closing Date and Escrow Agent.**

1.1 Except as otherwise expressly stated herein, and subject to the provisions of Sections 1.1(a), 6.1(d), and 6.1(e) of this Agreement, all transactions contemplated by this Agreement shall be made after all escrow deposits have been timely made but no later than thirty (30) days after the expiration of the Seller Vacation Period and related Seller Vacation Period Extensions (as applicable) (as defined in Section 6.1(e) of this Agreement) (herein called the "Closing Date"). The Closing Date may be an earlier or later date only as mutually agreed in writing by the Parties to this Agreement.

(a) Notwithstanding any contrary provision of this Agreement, Buyer shall have the right to extend the Feasibility Period (as defined in Section 6 of this Agreement) for one (1) ninety (90)-day period by providing Seller written notice of same on or before the expiration of the Feasibility Period, as may be extended (as defined in Section 6 of this Agreement) and as referenced in Section 6.1(d) hereof.

1.2 Hartung Title Agency, Inc., 327 East Washington Street, Sandusky, Ohio 44870 (herein called "Escrow Agent" or "Title Company") shall be the Escrow Agent, subject to the Escrow Agent's standard conditions for the acceptance of escrow, except as otherwise expressly provided herein.

1.3 Notwithstanding any contrary provision of this Agreement, Seller shall ensure that any and all contracts, leaseholds, licenses, and any and all other access and/or possessory rights of Seller and any owners, tenants, subtenants, licensees and all other third parties in and to the Real Estate are fully extinguished and terminated prior to the Closing Date. For avoidance of doubt, it is the intention of the Parties that Seller shall terminate the rights of all third parties claiming an interest in, and existing occupants of, the Real Estate prior to Closing such that, at Closing, Buyer shall receive the Real Estate

free and clear of all such contracts, leaseholds, and any and all other access and/or legal or equitable interests and/or possessory rights of Seller or any owners, tenants, subtenants, licensees, and all other third parties in and to the Real Estate. Any and all remaining mobile units, equipment, utility lines, and any and all personal property remaining on the Real Estate from and after Seller's verification to Buyer that there are no remaining legal and/or equitable interests, residents or leaseholds in and to the Real Estate, shall be automatically deemed abandoned property and may be discarded by Buyer as Buyer sees fit, at Buyer's sole cost and expense, but without cost, fee, expense, or liability as a result of any actual or threatened claims Seller or any third parties whatsoever. But for the inclusion of this Section 1.3, Buyer would not have entered into this Agreement.

## **2. Sale of Real Estate in Escrow.**

Seller shall sell and convey the Real Estate to Buyer, and Buyer shall purchase the Real Estate from Seller, in accordance with the terms and conditions hereof. The purchase price for the Real Estate (herein called the "Purchase Price") shall be **Nine Hundred Thousand and No/100 Dollars (\$900,000.00)**, no part of which shall involve Seller financing.

## **3. Seller's Deposits in Escrow.**

(a) Subject to the provisions of Section 1.1(a) and Section 6 of this Agreement, and provided the conditions precedent referenced in Section 6 are satisfied or waived by Buyer, Seller shall deposit in escrow with the Escrow Agent within thirty (30) days after the after the expiration of the Seller Vacation Period and related Seller Vacation Period Extensions (as applicable) (as defined in Section 6.1(e) of this Agreement):

(i) Seller's good and sufficient general warranty deed (herein called the "Deed") conveying, with general warranty covenants (as defined in Ohio Revised Code Section 5302.06), the Real Estate to Buyer or Buyer's nominee, free and clear of all liens, defects, clouds on the title, contracts, leaseholds, licenses, and any and all other legal or equitable interests, and free of possessory rights of Seller and any owners, tenants, subtenants, and any and all other third parties in and to the Real Estate, and free and clear of all other encumbrances (except zoning restrictions, taxes and assessments which are a lien, but not yet due and payable, and easements and restrictions that are acceptable to Buyer as referenced in Section 7 hereof);

(ii) A Resolution executed by all Members of Seller memorializing that the Seller is authorized to enter into this Agreement, to terminate all contracts, leaseholds, licenses, and any and all other possessory rights of Seller and any owners, tenants, subtenants, and any and all other third parties in and to the Real Estate, and terminate any and all agreements of third parties that permit such possessory rights of third parties in and to the Real Estate (if any) contemporaneous with Closing, that the Resolution is in accordance with the Seller's entity governance documents, and identifying a representative of Seller to execute any and all documents to consummate the transaction(s) contemplated hereunder;

(iii) A mechanic's lien affidavit (herein called the "Affidavit") executed by Seller, stating that all labor and materials for improvements on the Real Estate have been paid for in full;

(iv) Any and all funds and documents (including, but not limited to, Internal Revenue Service Non-Foreign Certificates) reasonably required by the Escrow Agent and title insurer to provide for the opening and closing of escrow and the issuance of the title insurance described herein and the payment of costs charged to Seller;

(v) Evidence reasonably satisfactory to Buyer and Escrow Agent reflecting that all documents executed by Seller have been duly authorized by Seller, and that there are no legal, equitable or possessory interests of third parties in and to the Real Estate;

(vi) Such affidavits and other information, at no cost to Seller, as the Escrow Agent shall reasonably require in order to remove the standard printed exceptions from the Title Policy and the Loan Policy (as such terms are defined in Section 7.1 of this Agreement);

(vii) Such other documents as the Escrow Agent may reasonably require in order to consummate the transaction contemplated by this Agreement; and

(viii) An affidavit of Seller that the representations and warranties of Seller are true and accurate as of and including the Closing Date.

#### **4. Buyer's Deposits in Escrow.**

(a) On or before five (5) business days after the date this Agreement is executed by the last of the Parties hereto, Buyer shall make a refundable deposit with Escrow Agent of **Twenty-Five Thousand Dollars (\$25,000.00)** (herein called the "Deposit"). Provided Buyer timely accepts the Real Estate on or before the expiration of the Feasibility Period (as may be extended pursuant to Section 6.1(d)) in accordance with the terms and conditions of Section 6, hereof, Buyer shall make an additional deposit with Escrow Agent of Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) (the "Additional Deposit") within five (5) business days after providing written notice of acceptance to Seller in accordance with Section 6.1(b), which Additional Deposit shall be nonrefundable to Buyer save and excepting (i) Seller's breach of the Agreement, or (ii) the transactions contemplated hereby do not close, and the Real Estate does not transfer to Buyer, on or before the date that is one (1) year from the date the Additional Deposit is received by the Escrow Agent (as referenced in Section 6.1(e)(ii)). The Deposit and Additional Deposit (as applicable) shall be held by Escrow Agent in an interest-bearing account for Buyer's benefit and shall be credited against the Purchase Price in the event that this transaction closes as provided herein. It shall be delivered to Buyer in the event Seller breaches this Agreement or in the event this transaction does not close as a result of failure of any of the conditions set forth below and Buyer provides timely written notice of its election to forego purchase of the Real Estate in accordance with Section 1.1(a) and Section 6 hereof. In the event of failure of any of the conditions such that the transaction contemplated by this Agreement does not proceed to Closing, Escrow Agent

shall return the Deposit and Additional Deposit (as applicable) to Buyer immediately upon Buyer's written notice to Seller of same and Buyer's demand to Escrow Agent therefore. Notwithstanding the foregoing, the Deposit (and Additional Deposit, if made and as applicable) shall be retained by Seller as liquidated damages and as Seller's sole remedy in the event the transaction fails to close due to Buyer's default. Buyer and Seller agree that in the event of Buyer's default or breach, the damages to Seller would be extremely difficult and impracticable to ascertain, and that therefore, in the event of such default or breach by Buyer, the Deposit (and Additional Deposit, if made and as applicable) is a reasonable estimate of the damages to Seller, such damages including costs of negotiating and drafting this agreement, costs of cooperating in satisfying conditions to closing, costs of seeking another buyer, costs of terminating the existing mobile home park operations resulting in the liquidation of the business and eviction of the tenants and homes which will destroy the mobile home park as a viable business interest; opportunity costs in keeping the property out of the marketplace, and other costs incurred in connection herewith. Buyer and Seller agree that said sum shall be the sole damages and the sole and exclusive remedy of Seller, legal, equitable or otherwise, in the event of Buyer's default or breach. In the event of breach of this Agreement by Buyer that is not cured after thirty (30) days' prior written notice of breach from Seller to Buyer and a reasonable opportunity to cure, Escrow Agent shall forward the Deposit and Additional Deposit (as applicable) to Seller immediately upon Seller's written notice to Buyer of same and Seller's demand to Escrow Agent therefore.

(b) On or before the Closing Date, Buyer shall deposit in escrow the Purchase Price, less the Deposit and the Additional Deposit (as applicable).

## **5. Escrow Instructions.**

5.1 The Escrow Agent may proceed to closing if and when:

(a) all conditions precedent (described in Section 6 hereof) are satisfied or waived by Buyer; and

(b) The Title Company is prepared to issue a Title Policy and Loan Policy (as such terms are defined in Sections 7.1) in the amount of the Purchase Price to Buyer and to Buyer's lender (if any) insuring marketable title to the Real Estate to be in Buyer free and clear of all liens and encumbrances, except easements, conditions, and restrictions of record, zoning ordinances and other conditions that may be disclosed by an actual survey of the Real Estate that is accepted by Buyer, in its reasonable discretion, in accordance with Section 6 of this Agreement, excluding and free of any contract, leasehold, or any and all other possessory rights of Seller or any owners, tenants, subtenants, or any and all other third parties in and to the Real Estate, and excluding the exceptions to the Deed warranty covenants, and the mechanic's lien and survey exceptions (to the extent a survey is performed by Buyer). Buyer may further request, at its expense, all other standard Schedule B exceptions deleted and the Title Policy and Loan Policy include all endorsements requested by Buyer, including, but not limited to, a contiguity endorsement (insuring the contiguity of adjoining real estate being purchased by Buyer with the Real Estate) and a Form 3.0 zoning endorsement; and

(c) Seller and Buyer have made all escrow deposits required; and

(d) Escrow Agent has:

(i) performed a special tax search to determine the existence of any uncertified special assessments;

(ii) examined the Financing Statement records of the Erie County Recorder and the Ohio Secretary of State to determine the existence of any security interests in any fixtures comprising the Real Estate that name Seller as debtor or obligor and verifying the removal of same on or before the Closing Date; and

(iii) verified the amount of unpaid water and sewer charges with respect to the Real Estate.

5.2 Upon the Escrow Agent's completion of the items referenced in Section 5.1(a) through (d), above, the Escrow Agent shall confirm there are sufficient funds to eliminate all existing security interests in the Real Estate or fixtures attached thereto and to satisfy any unpaid water and sewer charges (if any). In the event there are insufficient funds to pay the amounts referenced in the immediately preceding sentence, Seller shall have forty-eight (48) hours upon receipt of notice from the Escrow Agent to provide additional funds to permit this transaction to proceed to Closing. This Agreement shall automatically terminate and be null, void and without effect in the event Seller does not make additional deposits, security interests and any unpaid water and sewer charges, and the Deposit and Additional Deposit (as applicable) shall be promptly returned and all Parties shall be released from liability to the other.

5.3 Provided the requirements of Section 5.1(a) through (d) are fully satisfied, the Escrow Agent shall file the deed for record and shall:

(a) Pay the cost of the title search, and charge cost of same to Seller; and Buyer shall pay the cost of the special tax search, ALTA loan policy premium, and the Title Policy and Loan Policy premiums;

(b) Pay the cost of any unpaid water and sewer charges and hold an amount equal to the water and sewer charges for the current billing period (based on the amount for the most recent billing period for which a bill has been issued) and pay the same to Seller upon presentation of a final bill or pay the same to Buyer in the event Seller fails to present a final bill within thirty (30) days of closing;

(c) Pay taxes, prorated assessments, and penalties and interest due and payable on the date of transfer, based upon the last available tax duplicate, and charge the cost of the same to Seller;

(d) After prorating real estate taxes and assessments to the date of transfer (taxes not yet due and payable shall be computed on the basis of the last available tax rate) and pay to Buyer the amount of such prorated taxes which are a lien, but not yet due and payable, and charge the cost of the same to Seller;

(e) Pay the deed preparation fee and auditor's transfer tax and conveyance fee with respect to the transfer of the Real Estate and charge the cost of the same to Seller;

(f) Pay the cost of recording the Deed and charge the cost of the same to Buyer;

(g) Pay escrow fees and charge the cost of the same to Buyer and Seller, equally;

(h) Satisfy and discharge any existing mortgages and liens and security interests of record and pay all commissions (with respect to this transaction), if any, to real estate agents and/or brokers with contracts with Seller, and charge the cost of the same to Seller;

(i) Pay balance, if any, due Buyer by check mailed to Buyer at Buyer's address described below and pay balance to Seller by check payable to Seller mailed to Seller's address described below; and

(j) Deliver to Buyer the Deed, Affidavit and other documents deposited by Seller.

## **6. Conditions Precedent.**

6.1 All of the following shall be conditions precedent to Buyer's obligations hereunder:

(a) Buyer's obligations hereunder are expressly subject to Buyer's review and approval at Buyer's expense of the Real Estate in all respects, and in Buyer's sole discretion, for all things that may be of concern to Buyer, including, but not limited to, zoning approval for Buyer's intended use of the Real Estate, financing for the acquisition and/or development of the Real Estate, the local government comprehensive plan, governmental restrictions and requirements, availability of utilities, subsoil conditions, environmental and wetlands matters, building, zoning and other regulatory laws and ordinances, use restrictions, signage restrictions, any existing or proposed easements affecting the Real Estate, Buyer receiving written confirmation that any and all any contract, leasehold, or any and all other possessory rights of Seller or any owners, tenants, subtenants, or any and all other third parties in and to the Real Estate, and UCC-1 Financing Statements affecting the Real Estate, shall be fully and forever extinguished on or before the Closing Date at Seller's sole cost and expense, and Buyer obtaining maximum allowable tax abatement for the Real Estate (if any), Buyer approving all signage restrictions applicable to the Real Estate, and all other such matters as may be of concern to Buyer.

(b) Buyer shall have until **4:00 p.m. Eastern Standard Time on the date that is ninety (90) days after the last of the Parties to execute this Agreement** (herein called "Feasibility Period") (as may be extended by operations of Sections 1.1(a) and 6.1(d)) in which to determine whether the Real Estate is acceptable to Buyer in all respects, including, but not limited to, Buyer reasonably determining whether there are any one or more adverse factors that materially affect Buyer's ability to utilize the Real Estate. If, on or before the expiration of the Feasibility Period, Buyer, in its sole discretion, determines that the Real Estate is acceptable and elects to proceed with this transaction, Buyer shall give written notice of acceptance to Seller on or before the expiration of the Feasibility Period. In the event Buyer has not provided written notice of acceptance to Seller on or before the expiration of the Feasibility Period, and unless the Parties have mutually agreed to extend the Feasibility Period and/or extend the Closing Date, this Agreement shall be null, void and of no effect and Escrow Agent shall return to each Party all items which have been placed in escrow, including the Deposit. All approvals and decisions concerning acceptability of the Real Estate and related decisions of Buyer shall be made in Buyer's sole and absolute discretion. The foregoing are conditions, not covenants. Buyer shall not be obligated to take any action or make any effort to cause the same to be satisfied and shall use commercially reasonable means in evaluating whether any conditions exist that materially affect Buyer's intended use of the Real Estate. If the dates for satisfaction of the conditions are extended, the date for escrow deposits by Seller and Buyer (as applicable) shall be likewise extended an equivalent period of time. Buyer shall be responsible for all costs incurred to investigate the Real Estate or to satisfy the foregoing conditions, including, but not limited to, environmental assessments, specifically excepting Seller's obligations related to the elimination of any and all any contract, leasehold, or any and all other

possessory rights of Seller or any owners, tenants, subtenants, or any and all other third parties in and to the Real Estate, and elimination of all UCC-1 Financing Statements as referenced in Section 6.1(a) of this Agreement.

(i) In the event that, based upon the timely and diligent review of the property, Buyer and/or appropriately qualified environmental consultants determine the need for additional environmental study, Buyer shall be permitted to perform additional sub-surface investigation(s) without the prior consent of Seller.

(ii) Any inspections, investigation, disturbance or restoration resulting or required will be conducted by Buyer in a manner consistent with the level, care and skill ordinarily exercised by members of the applicable profession currently practicing under similar conditions, and Buyer shall hold harmless and indemnify Seller against any and all costs, demands, claims or causes of action arising out of or related to Buyer's evaluation and inspection of the Real Estate in accordance with this Section 6.1 of this Agreement.

(iii) Buyer shall be responsible for repairing, at Buyer's expense, any damage that may be visited upon the Real Estate as a result of Buyer's inspection(s), and Buyer shall ensure that any portion of the Real Estate that is disturbed by Buyer's evaluation of the Real Estate is returned to its pre-inspection condition.

(c) Buyer and Buyer's agents and contractors and others authorized by Buyer may enter the Real Estate, at any time and from time to time, to survey, inspect and test (including, but not limited to, the removal of soil samples) all or any portion of the Real Estate, all at Buyer's sole cost and expense. Seller will reasonably cooperate with Buyer and Buyer's agents to obtain at Buyer's sole expense information and satisfaction of the foregoing conditions, including, but not limited to, execution of government applications and forms and attendance at private and public meetings.

(d) Notwithstanding any contrary provision of this Agreement, Buyer shall be permitted to unilaterally and voluntarily extend the Feasibility Period for one (1) ninety (90) day period, at no additional cost, fee, or expense to Buyer, by providing written notice of extension of same to Seller on or before the expiration of the Feasibility Period. Any such extension of the Feasibility Period shall be at Buyer's sole option and discretion. In the event this transaction does not close as a result of the Buyer's election to forego the purchase of the Real Estate and timely provides notice of same on or before the Feasibility Period (as may be extended by operation of Section 1.1(a) and this Section 6.1(d)), the Deposit shall be fully-refunded to Buyer.

(e) Provided Buyer timely accepts the Real Estate in accordance with the terms and conditions of Section 6 and timely makes the Additional Deposit with the Escrow Agent, Seller shall have a vacation period of two hundred forty (240) days from and after the date the Additional Deposit is received by the Escrow Agent (the "Seller Vacation Period") to terminate and remove all interests (including but not limited to possessory interests) of third parties from the Real Estate (save and excepting title matters of record that Buyer approves during due diligence [e.g. ordinary and routine utility easements, and any declarations, conditions, easements, and other encumbrances of record approved by Buyer]). Additionally, Seller shall have three (3) additional consecutive sixty (60) day

extension periods each (individually and collectively, the “Seller Vacation Period Extensions”) to utilize as needed to remove the interests of third parties (in recognition that eviction proceedings may be necessary in some cases). The foregoing Seller Vacation Period Extensions may be exercised by way of a justifiable and reasonable written explanation and with related support (e.g. court docket) provided to Buyer. Seller shall use the most legally expedient means to remove any and all interests of third parties from the Real Estate prior to the expiration of the Seller Vacation Period Extensions. The Seller Vacation Period Extensions are to be utilized provided Seller is making meaningful and continuing progress to remove the interest of third parties as reasonably determined by Buyer. For avoidance of doubt, Seller shall deliver the Real Estate to Buyer at Closing free and clear of any and all interests of third parties from the Real Estate after Closing whatsoever (save and excepting those matters accepted by Buyer pursuant to Section 7 hereof). Notwithstanding any contrary provision of this Section 6.1(e):

(i) notwithstanding any contrary terms of Section 6.1(e), the Seller Vacation Period Extensions shall automatically and continuously extend until the conclusion of active, ongoing, and verifiable legal proceedings in a court of law involving Seller and any one or more third parties occupying or having any legal or equitable interest in and to the Real Estate are completed (including the expiration of any applicable appeals periods); and,

(ii) if, after eighteen (18) months from the date the Additional Deposit is received by the Escrow Agent the Seller remains unable to provide clear title to the Real Estate free of any and all interests of third parties (save and excepting those matters accepted by Buyer pursuant to Section 7 hereof), the Seller Vacation Period Extensions shall continue to automatically and continuously extend until the conclusion of active, ongoing, and verifiable legal proceedings in a court of law involving Seller and any one or more third parties occupying or having any legal or equitable interest in and to the Real Estate are completed (including the expiration of any applicable appeals periods). Buyer may terminate the transaction upon no less than thirty (30) days prior written notice to Seller and Escrow Agent during the Seller Vacation Periods (as may be extended) only if, in Buyer’s reasonable judgment, Seller’s litigation efforts are unsuccessful or in the event Seller is dilatory and/or failing to actively and continuously prosecute and/or defend claims of third parties to completion or successfully, in which case Seller and Escrow Agent shall immediately thereafter deliver to Buyer the Deposit and Additional Deposit and any and all interest accrued thereon, and this Agreement shall be null, void and of no effect and Escrow Agent shall return to each Party all other items that have been placed in escrow.

(f) For avoidance of doubt, and in an effort to memorialize the intention of the Parties at the time of execution of this Agreement, the Parties seek to reconcile the interests of Buyer in obtaining title to the Real Estate free and clear of any and all interests of third parties within a reasonable time frame, particularly considering the possible need for ongoing litigation to accomplish same, against the interest of Seller, whom does not want Buyer terminating the Agreement prior to all litigation involving third parties (if any) coming to successful conclusion. The Parties hereby acknowledge and agree that the Parties shall continue to collaborate and actively communicate throughout the transaction in an effort to ensure the transaction embodied herein proceeds to Closing, and the Parties will exercise deliberate patience, prudent judgment, and shall keep one another fully-informed of all matters pertaining to same. Buyer is committed to cooperating with the time necessary for the litigation process (if needed) provided Seller is not dilatory and/or failing to actively and continuously prosecute and/or defend claims of third parties to completion or successfully, and Seller acknowledges and agrees that Seller must be able to deliver the Real Estate to Buyer at Closing free and clear of any and all interests of third parties from the Real Estate after Closing whatsoever (save and excepting those matters accepted by Buyer pursuant to Section 7 hereof). It is further recognized that both the Buyer and the Seller are represented by experienced counsel. Both Parties, Buyer and Seller, represent that they have a full understanding of the fact that legal proceedings to remove any third-party interest and/or claims can be both protracted and very complicated. It is further acknowledged by both parties that there are various



levels of appeal in the legal process utilized to remove those interests. In light of the recitations, both Parties agree that it is nearly impossible to predict with any type of precision or any other true insight as to how long the legal processes may or may not take in order to conclude the litigation that terminates the third parties' interest. It is further recognized that there are in all likelihood 30 third party interests that must be terminated which include both the eviction of persons from the "park" as well as the removal of approximately 30 mobile homes. The Parties further acknowledge the fact that even in the best of times and under the most favorable circumstances, this is still a very complicated matter and may take the aforementioned lengthy time. The Buyer does agree to pursue these matters with all deliberate speed but both Parties recognize the fact that neither Party controls the courts or the timing or scheduling of legal events or procedures that are necessary to terminate the third parties' interests; and

(g) In the event of a dispute concerning the Seller's Vacation Period Extensions and Seller's pursuit of the litigation to terminate third parties' interests, Buyer and Seller agree to submit to mediation with mediator Atty. David Schafer (McCarthy Lebit) within 5 days of the dispute arising. Any agreement signed by the Parties pursuant to the mediation conference shall be binding.

## **7. Title Commitment.**

(a) Buyer shall cause Title Company to issue, within fourteen (14) days after the last of the Parties have executed this Agreement, a commitment for an ALTA Owner's Policy of Title Insurance (with said title policy of insurance being referred to herein as "Title Policy") in the amount of the Purchase Price, and, if requested by Buyer, a commitment for an ALTA Mortgagee's Policy of Title Insurance (with said policy of insurance being referred to herein as "Loan Policy") in an amount to be determined (collectively, the "Commitment"), together with legible copies of all instruments evidencing those matters listed as exceptions in the Commitment, setting forth the state of title to the Real Estate as of the effective date of the Commitment, the Title Company's requirements to delete the standard printed exceptions in the title policy(ies), the results of a special tax search and committing to issue those endorsements reasonably required by Buyer. The Title Company shall deliver a copy of the Commitment to Seller, Buyer, and Buyer's lender. Buyer is not required to object to any tax, judgment, mortgage or mechanics liens which may be shown on the Commitment (collectively "Monetary Liens"), all of which will be discharged at Closing at Seller's sole cost and expense.

(a) Buyer may provide written objections to Seller pertaining to exceptions contained in the Commitment no later than thirty (30) days of Buyer's receipt of the Title Commitment. Upon receipt of such written objections, Seller shall have the right but not the obligation to use reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of thirty (30) days after receipt of notice thereof in which to do so (and, if necessary, the Closing Date shall be extended). If Seller shall be unwilling or unable to remove or discharge such other liens, encumbrances or objections within such period, then Buyer may, at its option, no later than fifteen business (15) days after Seller notifies Buyer in writing of Seller's unwillingness or inability, either terminate this Agreement or accept title in its then-existing condition. If Buyer shall elect to terminate this Agreement, all deposit sums shall be returned to Buyer (including the Deposit and Additional Deposit, as applicable), and this Agreement shall promptly terminate, with Seller and Buyer having no further right or obligation hereunder to the other. If Buyer fails to give Seller written notice of objection to matters contained in the Commitment on or before the aforesaid thirty (30) days, all matters reflected on the Commitment shall be deemed to be accepted by Buyer.

(b) On or before the Closing Date, Buyer and/or Seller may cause the Title Company to update the Commitment. If the updated Commitment contains exceptions which are not acceptable to Buyer, Buyer in its reasonable discretion may file written objections thereto prior to the completion of Closing. If Buyer timely and properly files written objection to any such item, the same

shall be treated in the same manner as a title defect pursuant to Section 7.1(a), above. If the updated Commitment contains no exceptions other than those reflected on the Commitment, or if Buyer fails to give written notice of new objections to Seller prior to completion of Closing, all matters reflected on the updated Commitment shall be deemed accepted by Buyer, and this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

**8. Survey.**

Buyer, at Buyer's sole cost and expense, shall be responsible for all survey costs for one or more surveys obtained by Buyer. All surveys and legal descriptions shall be approved by Buyer.

**9. Additional Obligations of Seller** Seller shall provide, if available, copies of the following documents to Buyer within five (5) days after Seller executes this Agreement:

(a) all plans, specifications, drawings, plats, permits, licenses, leases, subleases, notices, title policies, surveys, soil studies, EPA assessments, contracts, agreements, guarantees and warranties and all other due diligence, inspection reports, and any and all agreements with third parties for any and all matters pertaining to the Real Estate; and

(b) all plans, specifications, drawings, plats, permits, licenses, leases, subleases, notices, title policies, surveys, soil studies, EPA assessments, contracts, agreements, guarantees and warranties and all other due diligence and inspection reports pertaining to the development of the land surrounding the Real Estate, which shall include all writings detailing the obligations of the developer(s) of the Real Estate and land surrounding the Real Estate, and all proposed or finalized covenants, restrictions, easements and obligations intended to be imposed on the Real Estate or the land surrounding same (if any).

**10. A. Representations and Warranties of Seller.**

Seller, to the best of its knowledge, makes the following representations and warranties with respect to the Real Estate:

(a) Seller represents, to the best of Seller's knowledge and without the benefit of any due diligence investigation or other inquiry, as follows:

(i) Seller has not placed any Hazardous Substances<sup>1</sup> on or about the Real Estate;

(ii) there are no Hazardous Substances located in, on or about the Real Estate; and

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<sup>1</sup> As used in this Agreement, the term "Hazardous Substances" shall be defined as asbestos, urea formaldehyde, petroleum hydrocarbons and other petroleum products (including gasoline, diesel fuel, fuel oil, crude oil, and motor oil and constituents of those products), tetrachloroethylene, polychlorinated biphenyls ("PCB's"), nuclear fuel or materials, chemicals, biological or medical wastes, radioactive materials, explosives, known carcinogens, petroleum products, and all dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, or substances defined as hazardous or as a pollutant or a contaminant in, or the release or disposal of which is regulated by any Federal, State or local environmental laws or regulations.

(iii) there are no underground tanks, of any nature, whether used or unused, located on the Real Estate.

(b) Seller represents and warrants that Seller shall not disclose the identity of Buyer or the terms and conditions of this Agreement to any third party, except Seller's attorneys and other professional representatives representing Seller, without the prior written consent of Buyer.

(c) Seller represents and warrants that the execution and delivery of this Agreement and performance thereunder by Seller will not conflict with or result in a violation of, or breach of, or constitute a default under any terms, conditions or provisions of any material judgment, decree, loan agreement, bond, note, resolution, indenture, mortgage, deed of trust or other arrangement or instrument to which Seller is a party.

(d) Seller represents and warrants that Seller and all persons or entities occupying the Real Estate have not engaged any contractor(s) to perform work on the Real Estate for which any expenses incurred with respect to materials, material men, laborers, contractors and subcontractors used in connection therewith have not been paid in full.

(e) Seller represents and warrants that no action or proceeding to which Seller is a party relating to use of the Real Estate is pending, nor has Seller received written notice that any such action is threatened with respect to the Real Estate.

(f) Seller represents and warrants that Seller shall not enter into any contracts or other commitments regarding the Real Estate with any governmental authorities (including, but not limited to, zoning changes, site plan approvals, density shifts, platting or replatting) or with any private person or party, without first having obtained the prior written consent of Buyer thereto in each and every instance, provided Buyer is not in default under this Agreement.

(g) Seller represents and warrants that it shall ensure the elimination of any and all and all any contracts, leaseholds, licenses, and any and all other possessory rights of Seller and any owners, tenants, subtenants, and any and all other third parties in and to the Real Estate prior to Closing consistent with the requirements of Section 1.3 hereof, and Seller shall not otherwise transfer, encumber, pledge, mortgage, hypothecate, transfer, encumber, or otherwise dispose of all or any portion of the Real Estate or create or permit the creation on the Real Estate of any easements, liens, leases, mortgages, encumbrances, or any other interests whatsoever, for the duration of this Agreement.

(h) Seller represents and warrants that Seller has received no written notice of any ongoing or pending foreclosure action or any violations of or citations with respect to any other law, statute, rule or regulation.

(i) Seller represents and warrants that all information provided to Buyer by Seller, and all information to be deposited in escrow by Seller, is true and accurate, and that no information which could materially and adversely affect Buyer has been concealed by Seller.

(j) Seller represents and warrants that it has all necessary and proper authority to enter into this Agreement and consummate all transactions contemplated herein.

(k) Seller represents and warrants that Seller will cooperate prior to closing, in all material respects and lend their best efforts in assisting Buyer with completion of all inspections.

(l) Seller represents and warrants that, as to Erie County Permanent Parcel No. 43-00600.000, the conveyance recorded as Erie County Instrument Number RN201709680 (vesting title in "Osters Mobile Home Park, LLC") is intended to vest fee simple title of said parcel in and to Seller, and Seller claims undisputed fee simple ownership of Erie County Permanent Parcel No. 43-00600.000, and has claimed undisputed fee simple ownership of said parcel since April 18, 2017 (the date the conveyance was executed by Buyer [the then-existing grantor]).

(m) Seller represents and warrants that Seller shall immediately notify Buyer in writing in the event any portion of the foregoing representations and warranties ceases to be true, provided Seller has actual notice of same.

**10. B. Warranties and Representations of Buyer.**

Buyer makes the following representations and warranties with respect to this Agreement:

(a) Buyer represents and warrants that it has all necessary and proper authority to enter into this Agreement and consummate all transactions contemplated herein; and

(b) Buyer represents and warrants that it has the financial ability to consummate and close this transaction.

**10. C. Survival of Warranties and Representations.**

The foregoing representations and warranties shall be deemed to have been reaffirmed on the Closing Date and shall survive the Closing Date, recording of the Deed and consummation of this transaction for one (1) year from date of Closing.

**11. General Indemnification.**

(a) Seller shall defend, indemnify and hold Buyer harmless from and against all actual or threatened actions, causes of action, claims, fines, fees, judgments, penalties, expenses liabilities, injuries, damages, losses or costs (including, but not limited to, court costs, attorneys' fees, consultant and expert fees, fines and penalties and amounts paid for settlement of claims) and other charges suffered or incurred by Buyer arising, directly or indirectly, from Seller's breach of any covenant or warranty of this Agreement, with respect to the enforcement of any of Buyer's rights hereunder, for breach of this Agreement (including but not limited to Seller's obligations referenced in Section 1.3 hereof), claims of any and all third parties directly or indirectly relating to the Real Estate in any respect for claims or incidents that arose or accrued on or before the Closing Date (which shall include, but not be limited to, claims of third parties for removal and/or disposal of any and all mobile units and/or personal property that remain on the Real Estate from and after Closing as outlined in Section 1.3), or any obligations of Seller hereunder.

(b) Buyer shall defend, indemnify and hold Seller harmless from and against all claims, fines, judgments, penalties, liabilities, injuries, damages, losses or costs (including, but not limited to, court costs, attorneys' fees, consultant and expert fees, fines and penalties and amounts paid for settlement of claims) and other charges suffered or incurred by Seller arising directly or indirectly from Buyer's breach of any covenant or warranty of this Agreement, with respect to the enforcement of any of Seller's rights, or any obligations of Buyer hereunder.

**12. Real Estate Broker and Real Estate Agent Fees.**

The Parties specifically represent to each other that no real estate agent or real estate broker has been utilized by either Party. The Parties jointly agree to defend, indemnify and hold each other harmless for any expenses arising as a result of any claims, debts or demands which may result from any other real estate broker and/or agent as a result of the sale of Seller's real property. Said indemnification agreement shall include, but not be limited to, all costs of litigation and shall include any attorney's fees.

**13. Risk of Loss.**

Seller shall bear the risk of loss for the Real Estate up to and including the Closing Date. In the event the Real Estate is damaged or suffers casualty or diminution of value that, in the sole discretion of Buyer, materially alters the condition and value of the Real Estate, Buyer may voluntarily and unilaterally terminate this Agreement upon written notice to Seller, and all documents and the Deposit held by the Escrow Agent shall be returned to the Party depositing same, and each Party shall be relieved of all liabilities and obligations to the other, except for Buyer's obligations to Seller as outlined in Section 6.1(b)(iii) of this Agreement.

**14. Notice.**

Any and all communications and correspondence shall be directed as referenced below:

If to Seller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a mandatory  
copy to:

Louis M. Borowicz, Esq.  
Baxter & Borowicz Co. LPA  
150 East Wilson Bridge Road, Suite 230  
Worthington, Ohio 43085

If to Buyer:

Matthew Lasko  
City Manager  
City of Huron  
417 Main Street  
Huron, Ohio 44839

with a mandatory  
copy to:

Todd A. Schrader, Esq.  
Law Director  
c/o Seeley, Savidge, Ebert & Gourash  
26600 Detroit Road – Third Floor  
Westlake, Ohio 44145

**15. Miscellaneous.**

(a) Buyer shall have possession of the Real Estate on the date recorded title transfers to Buyer.

(b) This Agreement constitutes the entire agreement between the Parties hereto with respect to the Real Estate and supersedes all prior and contemporaneous agreements, representations, warranties, promises and understandings.

(c) Seller shall promptly notify Buyer in the event of any changes, modifications, damage, or other materially adverse events that deserve to diminish the value of the Real Estate before the Closing Date. Seller shall maintain the current public liability and fire and extended coverage insurance with respect to the Real Estate up to and including the Closing Date.

(d) No waiver by Seller or Buyer and no refusal or neglect of Seller or Buyer to exercise any right hereunder or to insist upon strict compliance with the terms of this Agreement shall constitute a waiver of any provision of this Agreement with respect to any subsequent breach thereof.

(e) Seller's indemnities, representations, warranties, and other obligations shall survive the closing and consummation of all transactions contemplated by this Agreement for one year and shall not be merged in the Deed.

(f) The date of this Agreement shall be the last on which it is executed by a Party hereto.

(g) Any and all claims, demands, causes of action, controversies, and disputes arising as a result of this Agreement shall be venued exclusively in the State Courts of Erie County, Ohio, and the Parties hereto hereby consent to the venue for any such case or controversy in the State Courts of Erie County, Ohio.

(h) This Agreement may be executed in one or more counterparts that, when assembled together, shall mean and refer to the same unitary and fully-integrated Agreement.


(i) Notwithstanding any contrary provision of this Agreement, this Agreement and the obligations of the Parties hereunder are expressly conditioned upon the Huron City Council approving the terms and conditions of this Agreement, the transactions contemplated hereby, and authorizing the execution of this Agreement, if at all, and Buyer makes no inducements, representations or warranties as to the likelihood of Huron City Council approving and authorizing the execution of this Agreement. Buyer shall seek to obtain all requisite approvals prior to the expiration of the Feasibility Period (as may be extended).

**DOCUMENT CONTINUED ON NEXT PAGE**

(j) The Parties shall keep the terms and conditions of this Agreement confidential and shall not disclose the existence of this Agreement or its terms to any third parties except those that, in the reasonable judgment of each Party, need to know of same, including professional advisors of each Party. If the provisions of this Section 15(j) are violated, both Parties shall suffer immediate and irreparable harm for which there is no adequate remedy at law, and either Party may obtain injunctive relief for any violation of this Section 15(j), for which no bond shall be required.

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

CITY OF HURON

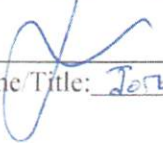
By:   
Matthew Lasko, City Manager

Address: 417 Main Street  
Huron, Ohio 44839

"Buyer"

Date: JANUARY 30, 2023

OSTER'S MHP LLC  
(aka "Osters Mobile Home Park, LLC")

By:   
Name/Title: Jonathan Cope CO-Trustee  
MANAGING MEMBER

Address: AHN, Louis Borowicz  
150 E. Wilson Bridge Rd.  
Suite 230 Wadlington OH 43085  
"Seller"

Date: 1/27/2023

## EXHIBIT A

Being situated in the State of Ohio, County of Erie, City of Huron, Rye Beach Land Co. Subdivision (PV 08 PG 4-5) and being more definitely described as follows:

Beginning at a 1" iron pipe, found, marking the easterly line of Atwood Place with the southerly extension of the South line of Sublot 171 in said Rye Beach Land Co. Subdivision;

- (1) Thence North  $01^{\circ}20'40''$  West along the easterly line of Atwood Place a distance of 27.41 feet to a point on the northerly line of Linden Drive;
- (2) Thence southerly along the northerly line of Linden Drive along an arc of a curve to the left, having a radius of 35.00 feet, a delta of  $121^{\circ}24'24''$ , a chord bearing of South  $62^{\circ}02'52''$  East, a chord distance of 61.05 feet, an arc length of 74.16 feet to a point;
- (3) Thence easterly continuing along the northerly line of Linden Drive along an arc of a curve to the left, having a radius of 287.81 feet, a delta of  $28^{\circ}32'47''$ , a chord bearing of North  $71^{\circ}31'20''$  East, a chord distance of 141.92 feet, an arc length of 143.40 feet to a point;
- (4) Thence northerly continuing along the northerly line of Linden Drive along an arc of a curve to the left, having a radius of 25.00 feet, a delta of  $79^{\circ}57'53''$ , a chord bearing of North  $45^{\circ}48'47''$  East, a chord distance of 32.13 feet, an arc length of 34.89 feet to point on the westerly line of Ridgeview Drive;
- (5) Thence southerly along an arc of a curve to the right, having a radius of 2011.00 feet, a delta of  $02^{\circ}02'56''$ , a chord bearing of South  $04^{\circ}48'23''$  West, a chord distance of 71.91 feet, an arc length of 71.91 feet to a point on the southerly line of Linden Drive;
- (6) Thence westerly along the southerly line of Linden Drive along an arc of a curve to the left, having a radius of 237.81 feet, a delta of  $48^{\circ}51'42''$ , a chord bearing of South  $64^{\circ}35'04''$  West, a chord distance of 196.71 feet, an arc length of 202.80 feet to a point;
- (7) Thence westerly continuing along the southerly line of Linden Drive along an arc of a curve to the left, having a radius of 100.00 feet, a delta of  $41^{\circ}29'53''$ , a chord bearing of South  $19^{\circ}24'16''$  West, a chord distance of 70.85 feet, an arc length of 72.43 feet to a point on the easterly line of Atwood Place;
- (8) Thence North  $01^{\circ}20'40''$  West along the easterly line of Atwood Drive, a distance of 156.80 feet to a 1" iron pipe, found and the point of beginning, containing 0.3009 acre, more or less, but being subject to all legal highways, easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in January 2013. The bearings were assumed only for the purpose of indicating angles.



**EXHIBIT A, Continued**

Situated in the City of Huron, in the County of Erie and State of Ohio, and bounded and described as follows:

Being Lots Numbers 186, 187, 188, 189, 190, 275, 276, and 514, in the Rye Beach Land Co., Subdivision formerly in Huron Township, as per plat Recorded in Volume 8 of Plats, Pages 4 and 5, Erie County, Ohio Plat Records, subject however to all legal highways,

PPN's: 43-00317.000; 43-00318.000; 43-00319.000; 43-00320.000; 43-00321.000; and 43-00322.000.

# Oster Properties

## EXHIBIT B

Total Acreage 2.23

- ① PPN 43-00322.000 Acreage 1.39
- ② PPN 43-00600.000 Acreage 0.30
- ③ PPN 43-00319.000 Acreage 0.04
- ④ PPN 43-00318.000 Acreage 0.17
- ⑤ PPN 43-00317.000 Acreage 0.11
- ⑥ PPN 43-00320.000 Acreage 0.16
- ⑦ PPN 43-00321.000 Acreage 0.06

### Legend

- Oster Properties
- City of Huron - Parcels
- Road Centerlines
- Parcels

