

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

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

Tuesday, June 27, 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: <a href="https://www.youtube.com/channel/UCpRAV-AnmlA6IfukQzKakQg">https://www.youtube.com/channel/UCpRAV-AnmlA6IfukQzKakQg</a>

- I. Public Hearing 1 Public Hearing on proposed 2024 Tax Budget
  - I.a Call to Order Moment of Silence followed by Pledge of Allegiance to the Flag
  - **I.b** Roll Call
  - I.c Swear in Witnesses
  - I.d Public Hearing on proposed 2024 Tax Budget
  - I.e Adjourn Public Hearing
- II. Public Hearing 2 Public Hearing on the Two Rivers Phase I PUD application
  - II.a Call to Order Moment of Silence followed by Pledge of Allegiance to the Flag
  - II.b Roll Call
  - **II.c** Swear in Witnesses
  - **II.d** Public Hearing on Two Rivers Phase I PUD application
  - II.e Adjourn Public Hearing
- III. Call To Order Regular Council Meeting
- IV. Roll Call of City Council
- V. Approval of Minutes
- VI. Audience Comments Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- VII. Old Business
  - VII.a Ordinance No. 2023-15 (third and final reading) (submitted by Stuart Hamilton)
    An ordinance repealing, amending and restating Section 931.04 (Rates for Collection and Disposal) of Chapter 931 (Garbage, Rubbish and Recyclable Material Collection) of the Codified Ordinances of the City of Huron.

VIII.a Resolution No. 44-2023 (submitted by Stuart Hamilton)

A resolution accepting the bid and entering into an agreement with Republic Services Inc. for the provision of residential waste removal and recycling services for the period of July 1, 2023 through December 31, 2026, with an optional 3-year extension.

**VIII.b** Resolution No. 49-2023 (submitted by Stuart Hamilton)

A resolution authorizing an agreement with OHM Advisors for the provision of engineering construction inspection services relating to the Fabens Tennis Courts Reconstruction Project.

VIII.c Resolution No. 50-2023 (Submitted by Cory Swaisgood)

Resolution of necessity regarding lighting special assessment.

VIII.d Resolution No. 51-2023 (Introduced by Jack Evans)

A resolution authorizing acceptance of grant funds from the Ohio BUILDS (Broadband, Utilities and Infrastructure for Local Development) Grant Program in the amount of \$5M.

VIII.e Resolution No. 52-2023 (Submitted by Matt Lasko)

A Resolution to waive the right to have a hearing before the Ohio Department of Commerce Division of Liquor Control on the transfer of a liquor permit to Lemmy's Mariner Table LLC.

**VIII.f** Resolution No. 53-2023 (submitted by Captain Schafer)

A resolution authorizing a grant application to the Firefighter Exposure to Environmental Elements Grant Program ("FEEEG") in an amount not to exceed \$15,000 to provide firefighting gear, and to accept these funds if awarded in an amount not to exceed \$15,000.

VIII.g Ordinance No. 2023-16 (first reading) (Submitted by Matt Lasko)

An Ordinance to submit to the electors of the City a proposed amendment of the charter of the City of Huron, Ohio to adopt section 12.10, Periodic Charter Review

VIII.h Motion to adopt the 2024 Annual Tax Budget as prepared and received.

- IX. City Manager's Discussion
- X. Mayor's Discussion
- XI. For the Good of the Order
- XII. Executive Session(s)
- XIII. Adjournment

#### City of Huron

2024 Proposed Tax Budget

						20	24 Estima	ted	Revenue				2024 E	stin	nated Appro	pria	ation	2024	4 Estimated
		Une	encumbered	Re	eal Estate	Lo	cal Govt.		Other		hal Daniania	Р	ersonnel		Other		Tatal	Une	ncumbered
Fund		Ве	eg. Balance	Prop	perty Taxes	(	County)		Revenue	10	tal Revenue	9	Services		Expenses		Total	Endi	ing Balance
110	General Fund	\$	1,600,453	\$	372,179	\$	152,000	\$	5,098,874	\$	5,623,053	\$	2,151,421	\$	3,366,212	\$	5,517,633	\$	1,705,873
111	Special Warrants	\$	3,078	\$	-	\$	-	\$	3,000	\$	3,000	\$	2,616	\$	-	\$	2,616	\$	3,462
201	Garbage, Recycling and Yard Waste	\$	5,458	\$	-	\$	-	\$	924,420	\$	924,420	\$	-	\$	924,420	\$	924,420	\$	5,458
202	Property Maintenance	\$	8,461	\$	-	\$	-	\$	3,661	\$	3,661	\$	-	\$	62	\$	62	\$	12,061
207	Parks and Recreation	\$	353,440	\$	-	\$	-	\$	621,950	\$	621,950	\$	326,732	\$	312,404	\$	639,136	\$	336,254
208	Parks Fund	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
209	Recreation Fund	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
210	Boat Basin Fund	\$	187,484	\$	-	\$	-	\$	186,239	\$	186,239	\$	63,561	\$	96,292	\$	159,853	\$	213,870
211	Huron Parks Foundation	\$	29,500	\$		\$	-	\$	8,500	\$	8,500	\$	-	\$	10,000	\$	10,000	\$	28,000
212	Street Maintenance Fund	\$	161,873	\$	-	\$	-	\$	822,202	\$	822,202	\$	401,293	\$	469,387	\$	870,680	\$	113,395
213	State Highway Fund	\$	14,957	\$	-	\$	-	\$	38,000	\$	38,000	\$	30,456	\$	15,000	\$	45,456	\$	7,501
214	Special Fire Levy Fund	\$	594,198	\$	607,582	\$	-	\$	1,984,687	\$	2,592,269	\$	1,999,067	\$	738,735	\$	2,737,802	\$	448,665
215	Street Lighting Levy Fund	\$	264,318	\$	-	\$	-	\$	190,712	\$	190,712	\$	7,360	\$	181,219	\$	188,578	\$	266,452
216	Court Computer Fund	\$	43,922	\$	-	\$	-	\$	15,000	\$	15,000	\$	-	\$	45,000	\$	45,000	\$	13,922
217	Court Capital Projects	\$	185,757	\$	-	\$	-	\$	15,000	\$	15,000	\$	-	\$	20,000	\$	20,000	\$	180,757
218	Indigent Alcohol Treatment	\$	176,216	\$	-	\$	-	\$	6,500	\$	6,500	\$	-	\$	1,000	\$	1,000	\$	181,716
219	Enforcement/Education Fund	\$	16,204	\$		\$	-	\$	2,700	\$	2,700	\$	-	\$	1,600	\$	1,600	\$	17,304
220	Police Resource Officer Fund	\$	11,516	\$	-	\$	-	\$	82,668	\$	82,668	\$	71,040	\$	9,000	\$	80,040	\$	14,144
222	Indigent Drivers Interlocking	\$	89,867	\$	-	\$	-	\$	4,500	\$	4,500	\$	-	\$	1,000	\$	1,000	\$	93,367
225	Marine Patrol Grant	\$	1,104	\$	-	\$	-	\$	40,544	\$	40,544	\$	21,957	\$	18,400	\$	40,357	\$	1,291
226	Local Coronavirus Relief Fund	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
227	ARPA Fund	\$	1,356	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,356
232	Opioid Settlment Fund	\$	8,471	\$	-	\$	-	\$	5,854	\$	5,854	\$	-	\$	-	\$	-	\$	14,325
270	Mandatory Fine Trust	\$	54	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	54
271	Contraband Forfeiture Trust	\$	9,941	\$	-	\$	-	\$	5,000	\$	5,000	\$	-	\$	7,500	\$	7,500	\$	7,441
272	Probation Fund	\$	19,940	\$	-	\$	-	\$	50,000	\$	50,000	\$	40,096	\$	600	\$	40,696	\$	29,244
274	Fire Pension Fund	\$	16,028	\$	53,169	\$	-	\$	250,737	\$	303,906	\$	314,518	\$	927	\$	315,445	\$	4,490
275	Police Pension Fund	\$	40,240	\$	79,753	\$	-	\$	113,588	\$	193,341	\$	211,150	\$	1,342	\$	212,492	\$	21,089
277	Economic Development	\$	93,720	\$	-	\$	-	\$	-	\$	-	\$	-	\$	56,000	\$	56,000	\$	37,720
290	Revolving Loans	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
298	Employee Benefit Reserve	\$	148,466	\$	-	\$	-	\$	105,500	\$	105,500	\$	71,428	\$	-	\$	71,428	\$	182,537
299	Employee Benefit Reserve Water	\$	114,521	\$	-	\$	-	\$	5,000	\$	5,000	\$	32,602	\$	-	\$	32,602	\$	86,920
301	G.O. Bond Retirement	\$	66,143	\$	-	\$	-	\$	741,526	\$	741,526	\$	-	\$	719,363	\$	719,363	\$	88,305
401	Capital Improvement Fund	\$	158,777	\$	-	\$	-	\$	2,000,000	\$	2,000,000	\$	-	\$	2,108,000	\$	2,108,000	\$	50,777
402	T.I.F.	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
403	Capital Equipment Reserve	\$	362,190	\$	-	\$	-	\$	270,000	\$	270,000	\$	-	\$	387,000	\$	387,000	\$	245,190
420	Rye Beach TIF	\$	12,913	\$	-			\$	29,089	\$	29,089	\$	-	\$	458	\$	458	\$	41,544
421	Sawmill Creek Improvement TIF	\$	-	\$	-			\$	125,742	\$	125,742	\$	-	\$	125,742	\$	125,742	\$	-
422	Sawmill Creek Public Infrast. TIF	\$	73,889	\$	-			\$	324,258	\$	324,258	\$	-	\$	244,992	\$	244,992	\$	153,155
602	Water Debt Retirement	\$	137,614	\$	-	\$	-	\$	178,950	\$	178,950	\$	-	\$	259,241	\$	259,241	\$	57,323
603	Water Capital Improvement	\$	545,793	\$	-	\$	-	\$	6,901,000	\$	6,901,000	\$	-	\$	6,837,000	\$	6,837,000	\$	609,793
604	Water Fund	\$	1,853,723	\$	-	\$	-	\$	3,129,698	\$	3,129,698	-	1,353,434	\$	1,475,889	\$	2,829,322	\$	2,154,098
605	Storm Water Fund	\$	34,894	\$	-	\$	-	\$	88,000	\$	88,000	\$	21,435	\$	65,300	\$	86,735	\$	36,158
654	Electric Fund	\$	54,362	\$	-	\$	-	\$	4,493,000	\$	4,493,000	\$	257,348	\$	4,244,925	\$	4,502,273	\$	45,089
655	Community Infrastructure Fund	\$	0	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	0
701	Computer Repair/Maintenance	\$	5,771	\$	-	\$	-	\$	53,000	\$	53,000	\$	-	\$	35,000	\$	35,000	\$	23,771
703	Healthcare	\$	394,787	\$	-	\$	-	\$	1,301,716	\$	1,301,716	_	1,240,431	\$	-	\$	1,240,431	\$	456,072
804	Credit Memo Fund	\$	9,863	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	9,863
850	Developers Deposits Fund	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
860	Huron Area Joint Rec. District	\$	0	\$	-	\$	-	\$	445,000	\$	445,000	\$	-	\$	445,000	\$	445,000	\$	0
863	State Patrol Fund	\$	25,482	\$	-	\$	-	\$	18,000	\$	18,000	\$	-	\$	16,716	\$	16,716	\$	26,766
865	Public Safety Technology	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
870	Fire Damaged Structure Fund	\$	22,578	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	22,578
876	Huron Rescue Squad Fund	\$	44,819	\$	-	\$	-	\$	11,650	\$	11,650	\$	-	\$	33,500	\$	33,500	\$	22,969
899	Unclaimed Monies Fund	\$	27,761	\$	-	\$	-	\$	4,883	\$	4,883	\$	-	\$	-	\$	-	\$	32,644
	TOTAL ALL FUNDS	\$	8,031,899	\$	1,112,683	\$	152,000	\$	30,700,349	\$	31,965,031	\$	8,617,945	\$	23,274,224	\$	31,892,168	\$	8,104,762

#### City of Huron

Comparable Statements FY2021-FY2023

		2023 Estimated Expenditures				ures		
		F	Personnel		Other		Total	
Fund			Services	l	Expenses		TOLAI	
110	General Fund	\$	2,088,758	\$	3,546,267	\$	5,635,026	
111	Special Warrants	\$	2,540	\$	_	\$	2,540	
201	Garbage, Recycling and Yard Waste	\$	36,114	\$	947,300	\$	983,414	
202	Property Maintenance	\$	-	\$	62	\$	62	
207	Parks and Recreation	\$	317,216	\$	393,472	\$	710,688	
208	Parks Fund	\$	-	\$	-	\$	-	
209	Recreation Fund	\$	-	\$	-	\$	-	
210	Boat Basin Fund	\$	61,710	\$	202,402	\$	264,112	
211	Huron Parks Foundation	\$	-	\$	11,687	\$	11,687	
212	Street Maintenance Fund	\$	389,605	\$	515,429	\$	905,034	
213	State Highway Fund	\$	29,568	\$	15,000	\$	44,568	
214	Special Fire Levy Fund	\$	1,940,842	\$	1,072,812	\$	3,013,654	
215	Street Lighting Levy Fund	\$	7,145	\$	181,087	\$	188,232	
216	Court Computer Fund	\$	-	\$	75,560	\$	75,560	
217	Court Capital Projects	\$	-	\$	50,000	\$	50,000	
218	Indigent Alcohol Treatment	\$	-	\$	1,000	\$	1,000	
219	Enforcement/Education Fund	\$	_	\$	1,600	\$	1,600	
220	Police Resource Officer Fund	\$	68,970	\$	-	\$	68,970	
222	Indigent Drivers Interlocking	\$	-	\$	1,000	\$	1,000	
225	Marine Patrol Grant	\$	21,957	\$	19,942	\$	41,899	
226	Local Coronavirus Relief Fund	\$	,	\$		\$	-	
227	ARPA Grant Fund	\$	_	\$	360,577	\$	360,577	
232	Opioid Settlment Fund	\$	_	\$	-	\$	-	
270	Mandatory Fine Trust	\$	_	\$	_	\$	_	
271	Contraband Forfeiture Trust	\$	-	\$	7,500	\$	7,500	
272	Probation Fund	\$	37,075	\$	600	\$	37,675	
274	Fire Pension Fund	\$	305,357	\$	900	\$	306,257	
275	Police Pension Fund	\$	205,000	\$	1,303	\$	206,303	
277	Economic Development	\$	-	\$	86,764	\$	86,764	
290	Revolving Loans	\$	_	\$	-	\$	-	
298	Employee Benefit Reserve	\$	69,348	\$	-	\$	69,348	
299	Employee Benefit Reserve Water	\$	31,652	\$	_	\$	31,652	
301	G.O. Bond Retirement	\$	-	\$	833,632	\$	833,632	
401	Capital Improvement Fund	\$	_	\$	4,583,918	\$	4,583,918	
402	T.I.F.	\$	_	\$	-	\$	-	
403	Capital Equipment Reserve	\$	_	\$	1,362,702	\$	1,362,702	
420	Rye Beach TIF	\$	-	\$	44,858	\$	44,858	
421	Sawmill Creek Improvement TIF	\$	_	\$	2,063,335	\$	2,063,335	
422	Sawmill Creek Public Infrast. TIF	\$	_	\$	2,976,973	\$	2,976,973	
602	Water Debt Retirement	\$	-	\$	283,261	\$	283,261	
603	Water Capital Improvement	\$	_	\$	1,733,245	\$	1,733,245	
604	Water Fund	\$	1,314,014	\$	1,930,215	\$	3,244,229	
605	Storm Water Fund	\$	20,811	\$	90,836	\$	111,647	
654	Electric Fund	\$	249,852	\$	4,141,880	\$	4,391,732	
655	Community Infrastructure Fund	\$	-	\$	551,930	\$	551,930	
	Computer Repair/Maintenance	\$	_	\$	122,326	\$	122,326	
	Healthcare	\$	1,204,302	\$	,520	\$	1,204,302	
804	Credit Memo Fund	\$		\$	-	\$		
850	Developers Deposits Fund	\$	-	\$	-	\$	_	
860	Huron Area Joint Rec. District	\$		\$	444,122	\$	444,122	
863	State Patrol Fund	\$	_	\$	16,716	\$	16,716	
865	Public Safety Technology	\$		\$	-	\$	- 10,710	
870	Fire Damaged Structure Fund	\$	_	\$	_	\$		
876	Huron Rescue Squad Fund	\$	-	\$	33,321	\$	33,321	
899	Unclaimed Monies Fund	\$		\$	-	\$		
333	TOTAL ALL FUNDS	\$	8,401,836		28,705,535	_	37,107,371	
		, ,	3,701,030			, ,	.,,10,,3,1	

	2022 Actual Expenditures					
F	Personnel					
Services		Other Expenses		Total		
\$	2,056,857	\$	3,721,461	\$	5,778,318	
\$	1,676	\$	-	\$	1,676	
\$	35,243	\$	932,145	\$	967,387	
\$	-	\$	31	\$	31	
\$	389,137	\$	234,126	\$	623,263	
\$	-	\$	-	\$	-	
\$	_	\$	_	\$	_	
\$	64,436	\$	134,780	\$	199,215	
\$		\$	6,809	\$	6,809	
\$	363,327	\$	379,399	\$	742,725	
\$	29,185	\$	20,000	\$	49,185	
\$	1,831,936	\$	643,664	\$	2,475,601	
\$	6,945	\$	123,976	\$	130,921	
\$	0,343	\$		\$		
\$		\$	86,454 4,395	\$	86,454 4,395	
\$	-	\$	4,333	\$	4,333	
-	-		-	-		
\$	72 200	\$	556 9 272	\$	92.769	
\$	73,396	\$	9,372	\$	82,768	
\$		\$	17 202	\$	44.040	
\$	23,647	\$	17,393	\$	41,040	
\$	-	\$	- 224 472	\$	224 472	
\$	-	\$	221,172	\$	221,172	
\$	-	\$	-	\$	-	
\$	-	\$		\$		
\$		\$	2,032	\$	2,032	
\$	35,127	\$	169	\$	35,296	
\$	294,639	\$	853	\$	295,492	
\$	209,113	\$	1,271	\$	210,384	
\$	-	\$	132,019	\$	132,019	
\$	-	\$	-	\$	-	
\$	73,384	\$	-	\$	73,384	
\$	26,586	\$	-	\$	26,586	
\$	-	\$	877,505	\$	877,505	
\$	-	\$	1,238,574	\$	1,238,574	
\$	-	\$	-	\$	-	
\$	-	\$	329,675	\$	329,675	
\$	-	\$	408	\$	408	
\$	-	\$	2,026,730	\$	2,026,730	
\$	-	\$	13,165	\$	13,165	
\$	-	\$	247,792	\$	247,792	
\$		\$	2,645,962	\$	2,645,962	
\$	1,306,272	\$	1,592,236	\$	2,898,508	
\$	20,001	\$	56,218	\$	76,218	
\$	231,394	\$	4,005,746	\$	4,237,139	
\$	-	\$	42,406	\$	42,406	
\$		\$	44,359	\$	44,359	
\$	1,035,149	\$	-	\$	1,035,149	
\$	-	\$	-	\$	-	
\$	-	\$	-	\$		
\$	-	\$	494,059	\$	494,059	
\$	-	\$	15,163	\$	15,163	
\$	-	\$	-	\$	-	
\$	-	\$	-	\$	-	
\$	-	\$	13,809	\$	13,809	
\$	-	\$	250	\$	250	
\$	8,107,449	\$	20,316,133	\$	28,423,582	

	2021	Act	ual Expend	itures				
F	Personnel		Other					
Services		ı	Expenses	Total				
\$	1,824,122	\$	2,881,514	\$	4,705,636			
\$	3,116	\$	-	\$	3,116			
\$	37,256	\$	817,503	\$	854,759			
\$	-	\$	13,904	\$	13,904			
\$	374,545	\$	206,290	\$	580,835			
\$	6,404	\$	207,845	\$	214,249			
\$	4,773	\$	128,671	\$	133,444			
\$	42,931	\$	44,242	\$	87,173			
\$	-	\$	5,088	\$	5,088			
\$	278,842	\$	385,685	\$	664,527			
\$	25,049	\$	15,155	\$	40,205			
\$	1,730,439	\$	615,461	\$	2,345,900			
\$	11,249	\$	172,214	\$	183,463			
\$	-	\$	24,464	\$	24,464			
\$	-	\$	1,256	\$	1,256			
\$	-	\$	-	\$	-			
\$	-	\$	1,422	\$	1,422			
\$	59,439	\$	5,800	\$	65,239			
\$		\$	-	\$				
\$	24,698	\$	15,190	\$	39,888			
\$		\$	533	\$	533			
\$	-	\$	139,302	\$	139,302			
\$	_	\$		\$				
\$		\$	4,638	\$	4,638			
\$		\$	4,540	\$	4,540			
\$	39,520	\$	319	\$	39,838			
\$	310,323	\$	707	\$	311,030			
\$	203,615	\$	1,061	\$	204,676			
\$	203,013	\$	214,484	\$	214,484			
\$		\$	214,464	\$	214,404			
\$	220.260	\$	-	\$	220.260			
\$	229,369	\$		\$	229,369 35,437			
	35,437		007.000					
\$	-	\$	887,068	\$	887,068			
\$		\$	1,768,983	\$	1,768,983			
\$	-	\$	100.004	\$	100.004			
\$	-	\$	199,984	\$	199,984			
\$	-	\$	-	\$	-			
\$	-	\$	-	\$	-			
\$	-	\$	154.002	\$	154.002			
\$	-	\$	154,982	\$	154,982			
\$	4 400 250	\$	1,181,401	\$	1,181,401			
\$	1,196,359	\$	850,202	\$	2,046,561			
\$	18,063	\$	50,062	\$	68,125			
\$	226,969	\$	6,345,954	\$	6,572,923			
\$	-	\$	241,405	\$	241,405			
\$	-	\$	47,498	\$	47,498			
\$	1,092,460	\$	66	\$	1,092,526			
\$ \$ \$	-	\$	-	\$	-			
\$	-	\$	-	\$	-			
\$	-	\$	431,443	\$	431,443			
\$	-	\$	11,004	\$	11,004			
\$	-	\$	-	\$	-			
\$	-	\$	-	\$	-			
\$ \$ \$	-	\$	10,453	\$	10,453			
	-	\$	-	\$	-			
\$	7,774,979	\$	18,087,795	\$	25,862,774			



**TO:** Mayor Tapp and City Council

FROM: Cory Swaisgood

**RE:** Adjourn Public Hearing

**DATE:** June 27, 2023

CITY OF HURON, ERIE COUNTY, OHIO

BEING A PARCEL OF LAND LOCATED IN PART OF ORIGINAL LOTS 19 AND 27, SECTION 1, COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL SET ON THE NORTHERLY TERMINUS OF THE CENTERLINE OF MARINA DRIVE (60 FOOT RIGHT-OF-WAY), AS RECORDED IN THE PLAT OF HURON HEIGHTS SUBDIVISION NO. 1, AS RECORDED IN PLAT VOLUME 15, PAGE 1 OF THE ERIE COUNTY PLAT RECORDS.

1. THENCE NORTH 37° 14' 50" WEST ALONG THE NORTHERLY TERMINUS OF MARINA DRIVE, A DISTANCE OF 30.14 FEET TO A 5/8" IRON PIN SET ON THE NORTHERLY RIGHT-OF-WAY OF MARINA DRIVE;

2. THENCE SOUTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY OF MARINA DRIVE AND AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 376.41 FEET, A CENTRAL ANGLE OF 4° 04' 31", A CHORD DISTANCE OF 26.77 FEET, BEARING SOUTH 56° 05' 30" WEST, AN ARC DISTANCE OF 26.77 FEET TO A 5/8" IRON PIN SET AT THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY OWNED BY RICHARD AND CAROLYN RICHARDS AS RECORDED IN RN200300630 OF THE ERIE COUNTY DEED RECORDS;

3. THENCE NORTH 42° 01' 13" WEST ALONG THE NORTHEASTERLY LINE OF SAID RICHARDS LANDS, A DISTANCE OF 185.77 FEET TO A 5/8" IRON PIN SET;

4. THENCE NORTH 38° 56' 13" WEST CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID RICHARDS LANDS, A DISTANCE OF 121.14 FEET TO A POINT ON THE CENTERLINE OF MUD CREEK, AS LOCATED BY HARTUNG AND ASSOCIATES ENGINEER AND SURVEYORS;

5. THENCE CONTINUING ALONG THE CENTERLINE OF SAID MUD CREEK, NORTH 56° 26' 00" EAST, A DISTANCE OF 428.00 FEET TO A POINT;

6. THENCE CONTINUING ALONG THE CENTERLINE OF SAID MUD CREEK, NORTH 37° 45' 00" EAST, A DISTANCE OF 1,110.00 FEET TO A POINT;

7. THENCE CONTINUING ALONG THE CENTERLINE OF SAID MUD CREEK, NORTH 55° 57' 01" EAST, A DISTANCE OF 594.51 FEET TO A POINT ON THE WESTERLY LINE OF LAND NOW OR FORMERLY OWNED BY HURON LAGOONS MARINA AS RECORDED IN DEED VOLUME 422, PAGE 35 AND DEED VOLUME 428, PAGE 967 OF THE ERIE COUNTY DEED RECORDS;

8. THENCE SOUTH 60° 58' 00" EAST, ALONG THE WESTERLY LINE OF SAID HURON LAGOONS MARINA LANDS AS RECORDED IN DEED VOLUME 422, PAGE 35 AND DEED VOLUME 428, PAGE 967 OF THE ERIE COUNTY DEED RECORDS, A DISTANCE OF 271.89 FEET TO A 5/8" IRON PIN

9. THENCE SOUTH 10° 54' 23" WEST, A DISTANCE OF 184.48 FEET TO A 5/8" IRON PIN SET;

10. THENCE SOUTH 25° 17' 48" WEST, A DISTANCE OF 119.36 FEET TO A 5/8" IRON PIN SET;

11. THENCE SOUTH 47° 37' 27" WEST, A DISTANCE OF 532.76 FEET TO A 5/8" IRON PIN SET;

12. THENCE SOUTH 21° 55' 36" WEST, A DISTANCE OF 215.18 FEET TO A 5/8" IRON PIN SET;

13. THENCE SOUTH 46° 19' 59" WEST, A DISTANCE OF 222.53 FEET TO A 5/8" IRON PIN SET;

14. THENCE SOUTH 52° 37' 45" WEST, A DISTANCE OF 191.23 FEET TO A 5/8" IRON PIN SET;

15. THENCE SOUTH 42° 50' 12" WEST, A DISTANCE OF 133.76 FEET TO A 5/8" IRON PIN SET;

20. THENCE SOUTH 40° 37' 16" WEST, A DISTANCE OF 113.52 FEET TO A 5/8" IRON PIN SET;

21. THENCE NORTH 40° 53' 09" WEST, A DISTANCE OF 113.51 FEET TO A 5/8" IRON PIN SET; 22. THENCE SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 09° 54' 22", A CHORD DISTANCE OF 99.29 FEET,

BEARING SOUTH 54° 32' 39" WEST, AN ARC DISTANCE OF 99.42 FEET TO A 5/8" IRON PIN SET; 23. THENCE SOUTH 28° 09' 57" EAST, A DISTANCE OF 35.40 FEET TO A 5/8" IRON PIN SET;

24. THENCE SOUTH 61° 50' 03" WEST, A DISTANCE OF 50.00 FEET TO A 5/8" IRON PIN SET;

25. THENCE NORTH 28° 09' 57" WEST, A DISTANCE OF 35.52 FEET TO A 5/8" IRON PIN SET;

26. THENCE SOUTH 64° 51' 20" WEST, A DISTANCE OF 19.53 FEET TO A 5/8" IRON PIN SET;

27. THENCE SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 06° 15' 34", A CHORD DISTANCE OF 106.46 FEET, BEARING SOUTH 61° 43' 34" WEST, AN ARC DISTANCE OF 106.52 FEET TO A 5/8" IRON PIN SET;

28. THENCE SOUTH 58° 35' 47" WEST, A DISTANCE OF 41.08 FEET TO A 5/8" IRON PIN SET ON THE NORTHERLY TERMINUS OF SAID MARINA DRIVE;

29. THENCE NORTH 37° 14' 50" WEST ALONG THE NORTHERLY TERMINUS OF MARINA DRIVE, A DISTANCE OF 25.13 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 22.4195 ACRES OF LAND, 12.4883 ACRES LOCATED WITHIN ORIGINAL LOT 19 AND 9.9312 ACRES LOCATED WITHIN ORIGINAL LOT 27, BUT SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

PARENT PARCEL: HEIGHTS PARTNERSHIP DEED VOLUME 409, PAGE 248.

BEARINGS ARE ASSUMED AND USED TO INDICATE ANGLES ONLY.

ALL 5/8" IRON PINS SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED 'CD ENG

THIS DESCRIPTION WAS PREPARED BY CONTRACTORS DESIGN ENGINEERING, CONSULTING ENGINEERS AND SURVEYORS, NORWALK, OHIO IN AUGUST 2010 PER ADAM E WEAVER, REGISTERED SURVEYOR NO. 8456 FROM EXISTING RECORDS. ----R/W----- RIGHT-OF-WAY LINE

Ohio Utilities Protection Service

- INITIAL CONDO PLAT - UNIT 63 & 74 INST: 2010-05990 PV 49 PG 20-25 - 1ST AMENDMENT PLAT - UNIT 92 INST: 2010-06609 PV 49 PG 26 - 3RD AMENDMENT PLAT - UNIT 84 INST: 2011-09859 PV 49 PG 54-56 - 4TH AMENDMENT PLAT - UNIT 70 INST; 2014-10012 PV 50 PG 29-31 - 5TH AMENDMENT PLAT - UNIT 82 & 99 INST: 2015-02254 PV 50 PG 34-38 - 6TH AMENDMENT PLAT - UNIT 77 & 102 INST: 2015-06777 PV 50 PG 51-55 - 7TH AMENDMENT PLAT - UNIT 81 INST: 2015-09995 PV 50 PG 58-60 - 8TH AMENDMENT PLAT - UNIT 76 & 87 INS: 2016-00293 PV 50 PG 75-79 - 9TH AMENDMENT PLAT - UNIT 73 INST; 2019-01101 PV 50 PG 80-82 - 10TH AMENDMENT PLAT - UNIT 83 INST: 2016-06075 PV 50 PG 99-101 - 11TH AMENDMENT PLAT - UNIT 91 INST: 2016-06863 PV 51 PG 1-3 - 12TH AMENDMENT PLAT - UNIT 78 INST: 2016-10728 PV 51 PG 24-26 - 13TH AMENDMENT PLAT - UNIT 64 INST: 2017-02848 PV 51 PG 46-48 - 14TH AMENDMENT PLAT - UNIT 72 INST: 2017-04407 PV 51 PG 53-55

- 15TH AMENDMENT PLAT - UNIT 91 INST; 2017-05476 PV 51 PG 56-58

# TWO RIVERS PHASE I - PLAYGROUND AREA

WITH RESPECT TO ~ RESERVE 'D' PURSUANT TO ZONING ORDIANCE 1126.05 (e) (6) ~ THE PAYGROUND AREA HAS BEEN DESIGNATED AS 'RESERVE D' ON THE CONSTRUCTION PLANS & DECLARED PARCEL EXHIBIT. THIS PLAYGROUND SHALL BE INSTALLED WITHIN THE DEVELOPMENT TIMEFRAME OF 5-YEARS FROM THE DATE OF CITY COUNCIL APPROVAL.

SUBJECT TO APPROVAL OF THE CITY OF HURON PLANNING COMMISSION & COUNCIL, Labeled 20.3176 ACRES THE DEVELOPER RESERVE THE RIGHT TO RELOCATE THE PLAYGROUND AREA TO AN ALTERNATE LOCATIONS AS FUTURE PHASES DEVELOP IN AN EFFORT TO: - LOCATE THE PLAYGROUND NEAR THE TWO RIVERS LAKE RECREATION SPACE. - INCORPORATE THE REQUIRED 2,000 SF (PHASE I) WITH THE FUTURE PHASE(S) RECEREATION AREA(S) TO CREATE A LARGER CONTIGUOUS SPACE FOR THE RESIDENTS OF THE OVERALL TWO RIVERS DEVELOPMENT.

**LEGEND** 

Φ

G

PB

ELECTRIC METER

PULL BOX

UNDERGROUND ELECTRIC DROP

──<del>PL</del> PROPERTY LINE

LOT LINE

---- EASEMENT

—— – —— CENTERLINE

———— EDGE OF ASPHALT

— ss — ss — SANITARY SFWFR

— s — s — STORM SEWER — w — w — WATER LINE

— FO — FIBER OPTIC

— G — G GAS LINE

— — —975— — CONTOUR

<del>× × × FENCE</del>

— E — E — ELECTRIC LINE

— T — T — TELEPHONE LINE

—— C —— CABLE

SETBACK LIMIT

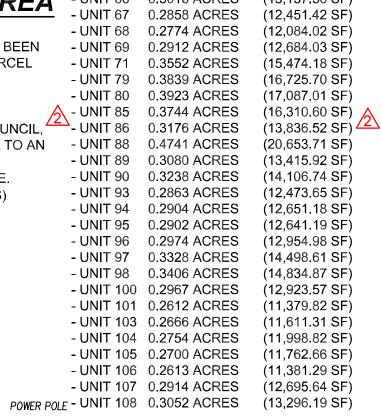
AREA: 7.8080 ACRES (340,117.15 SF) - RESERVE 'B' ~ ROADWAY & GREENSPACE AREA: 0.2215 ACRES (9,648.67 SF) - RESERVE 'C' ~ ROADWAY & GREENSPACE

AREA: 0.0682 ACRES (2,973.68 SF) - RESERVE 'D' ~ PLAYGROUND & GREENSPACE AREA: 0.1053 ACRES (4,589.16 SF)

RIPARIAN BUFFER: (MUD CREEK) - PROPOSED 30' BUFFER EASEMENT ALONG THE MUD CREEK FRONTAGE ADJACENT TO THE BASE FLOOD ELEVATION = 577 AS INDICATED ON THE DECLARED PARCEL EXHIBIT.

UNIT DECLARATION: (REMAINING SITES) - UNIT 65 0.2891 ACRES (12,596.84 SF) - UNIT 66 0.3016 ACRES (13,137.56 SF) - UNIT 67 0.2858 ACRES (12,451.42 SF)

- REFER TO SHEET DPE-3 FOR FURTHER DETAILS.



SANITARY MANHOLE STORM MANHOLE Ø CATCH BASIN WATER VALVE × 615.00 FIRE HYDRAN 616.00 WATER METER FIRE CONNECTION DECIDUOUS TREE RRSF RAILROAD SPIKE FOUND IRON PIN FOUND TELEPHONE PEDESTAL PK NAIL FOUND GAS METER

O IPS

LIGHT POLE EXISTING SPOT ELEVATION PROPOPSED SPOT GRADE MAILBOX MONUMENT SIGN HIGHWAY SIGN SOIL BORING 

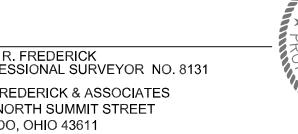
IRON PIN SET

♠ PKS PK NAIL SET

DHS DRILL HOLE SET

☐ HUBST HUR SFT

PARTS THEREOF. PROPERTY MONUMENTS (SET/FOUND) HAVE BEEN ● IPS PKS INDICATED ON EXHIBIT AT EACH CHANGE IN DIRECTION OF THE PHASE I BOUNDARY OF THE PLAT OR ON OFFSETS AND REFERENCED THERETO.



DEAN R. FREDERICK PROFESSIONAL SURVEYOR NO. 8131 D.R. FREDERICK & ASSOCIATES 4645 NORTH SUMMIT STREET TOLEDO, OHIO 43611



## OWNERS CERTIFICATION

SITUATED IN PART OF ORIGINAL LOT 19 AND 27, SECTION 1, TOWNSHIP 6 NORTH, RANGE 22 WEST, CITY OF HURON, ERIE COUNTY, OHIO CONTAINING PHASE I - 22.4195 ACRES BEING THE SAME AS CONVEYED TO JAMES & MARK MURRAY & TWO RIVERS, LLC, AN OHIO LIMITED LIABILITY COMPANY AND DESCRIBED IN THE DEED(S) RECORDED IN ERIE COUNTY RECORDER'S OFFICE, OHIO.

THE UNDERSIGNED JAMES W. MURRAY. TWO RIVERS. LLC HEREBY CERITFY THE THE ATTACHED DECLARED PARCEL EXHIBIT CORRECTLY REPRESENTS THEIR PLANNED DEVELOPMENT PROJECT - TWO RIVERS PHASE I, A SUBDIVISION OF LOTS NUMBERED 65-69, 71, 79-80, 85-86, 88-90, 93-98, 100-101 & 103-108 (TOTAL 27 DECLARATION PARCELS AND RESERVES/COMMON AREAS) PURSUANT TO ORC SEC 5311.07, AND TO HEREBY ACCEPT THIS PLAT OF THE SAME AND DEDICATE TO PRIVATE USE AS SUCH ALL OR PARTS OF THE ROADS, BOULEVARDS, CUL-DE-SACS, RESERVES/EASEMENTS FOR FUTURE ACCESS, PLANTING STRIPS, ETC., SHOWN FOR DECLARATION.

THE UNDERSIGNED FURTHER AGREES THAT ANY USE OF IMPROVEMENTS MADE ON THIS LAND SHALL BE IN CONFORMITY WITH ALL EXISTING VALID ZONING, PLATTING, HEALTH OR OTHER LAWFUL RULES AND REGULATIONS INCLUDING THE APPLICABLE OFF-STREET PARKING AND LOADING REQUIREMENTS OF THE CITY OF HURON, OHIO FOR THE BENEFIT OF HIMSELF/HERSELF AND ALL OTHER SUBDEQUENT OWERS OR ASSIGNS TAKING TITLE FROM, UNDER, OR THROUGH THE UNDERSIGNED.

N WITNESS THEREOF	_ DAY OF	, 20
VITNESSES	JAMES W. M	IURRAY, TWO RIVERS, LLC
	JAMES W	. MURRAY
STATE OF OHIO COUNTY OF		
ON THIS DAY OF	20	REFORE ME PERSONALLY AF

20\_\_\_\_\_, BEFORE ME PERSONALLY APPEARED TWO RIVERS, LLC, BY JAMES W. MURRAY, ACKNOWLEDGED THE SIGNING OF THIS PLAT TO BE THEIR FREE ACT AND DEED FOR THE PURPOSES HEREIN MENTIONED. WITNESS MY HAND AND SEAL THE DAY AND YEAR WRITTEN ABOVE.

NOTARY PUBLIC IN & FOR	 _ COUNTY, OHIO

MY COMMISSION EXPIRES ON

DATE: JAN 2023 DRAWN BY: DRI JOB No.: 22-2290 SCALE: 1'' = 80'SHEET

FUTURE D TWO RIVER SH CITY OF

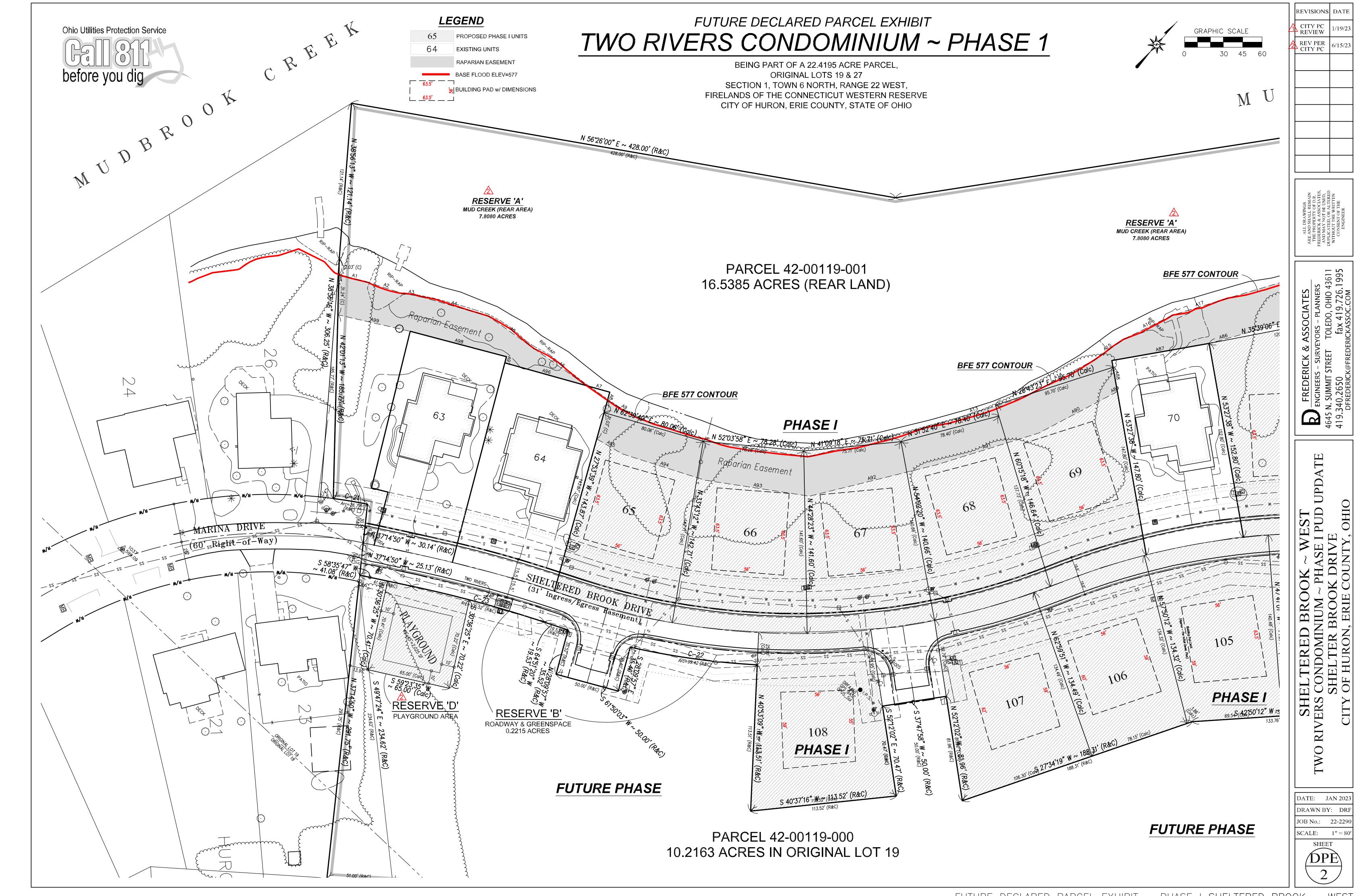
CITY PC

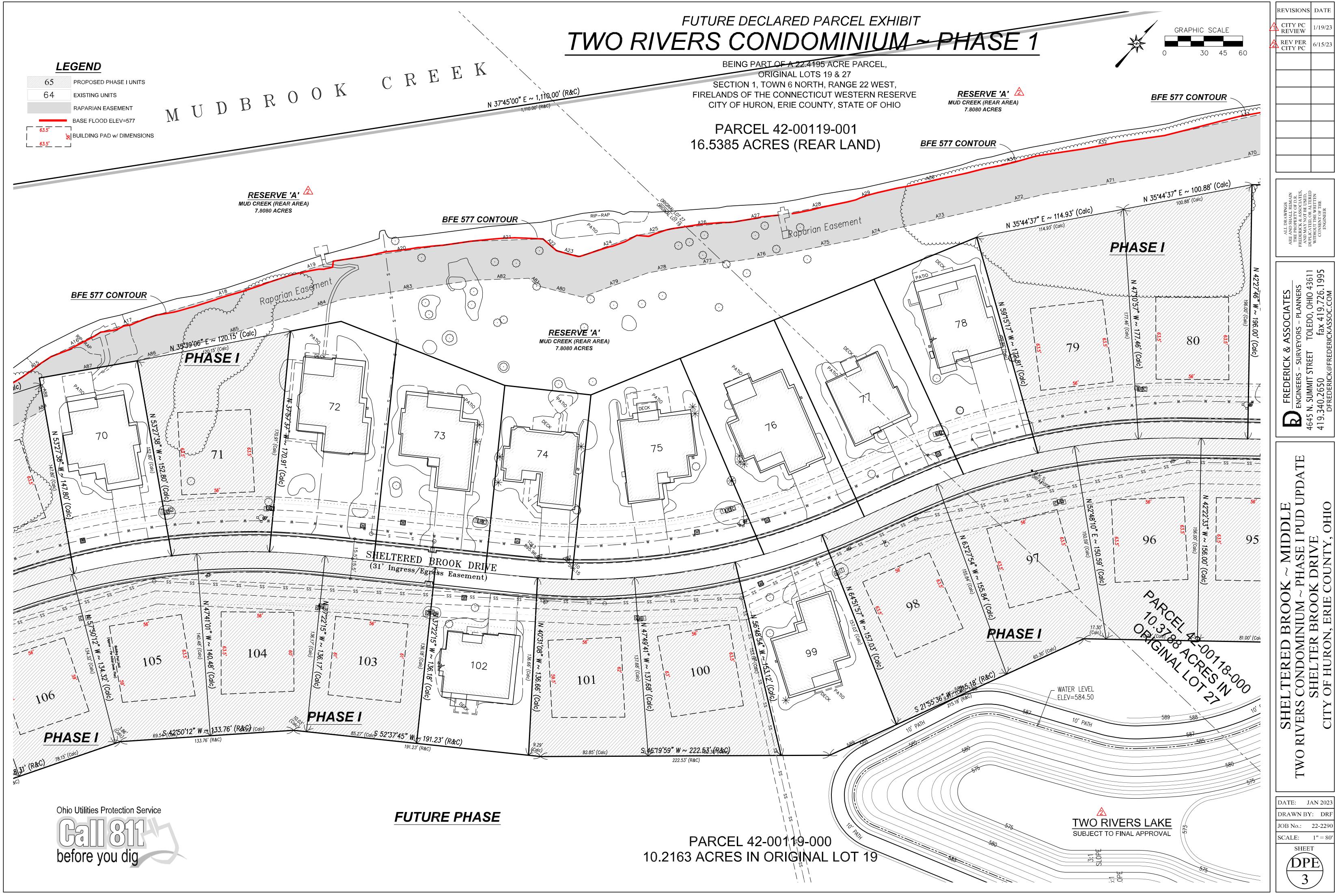
REVIEW

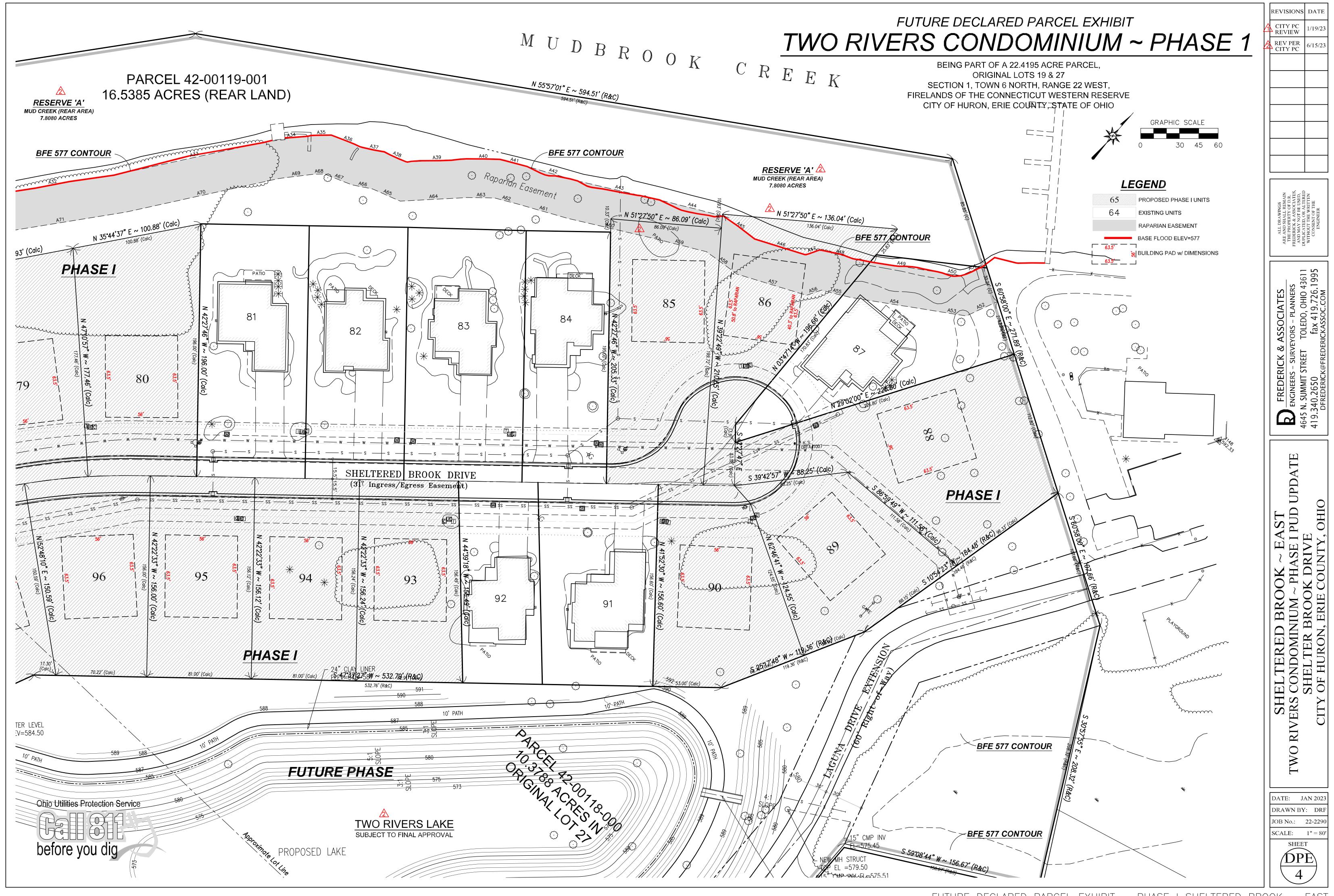
REV PER CITY PC

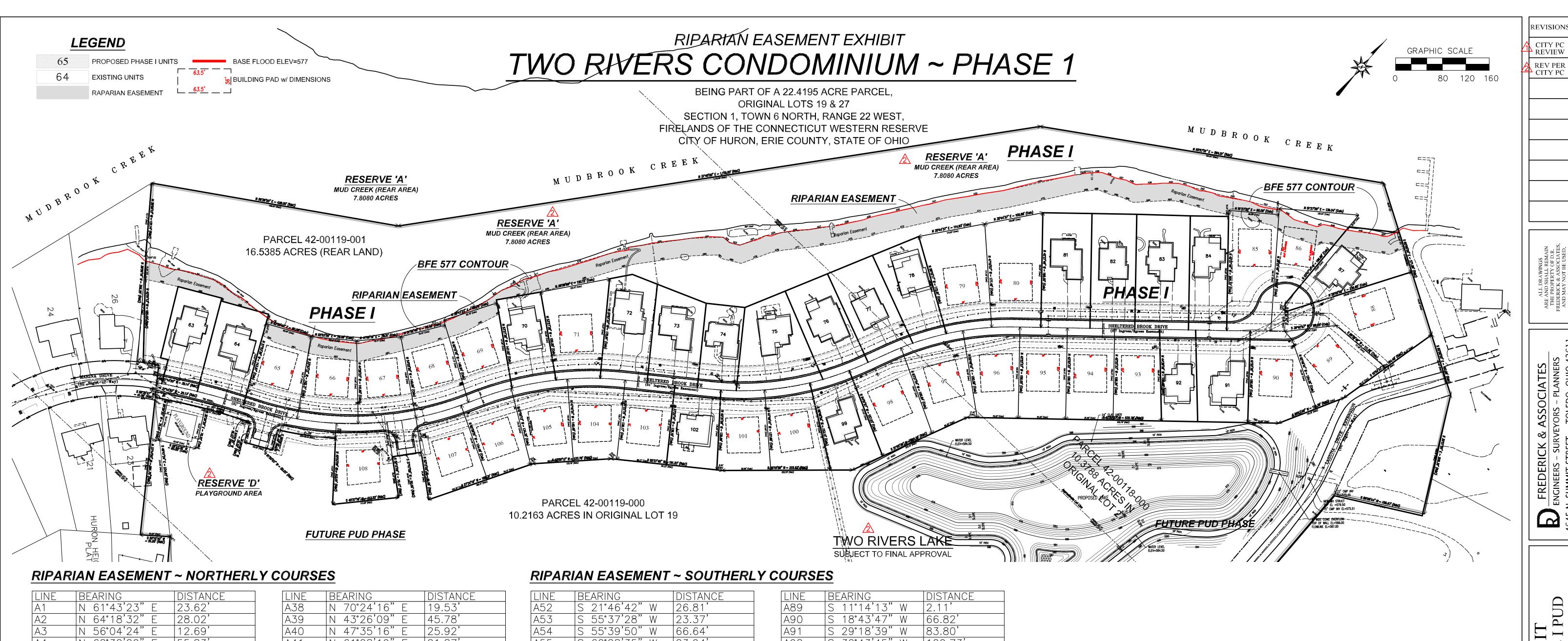
HIBI

H S









LINE	BEARING	TDISTANCE
A1		23.62
A2	N 64°18'32" E	28.02'
A.3	N 56°04'24" E	12 69'
A2 A3 A4	N 62°32'20" E	DISTANCE 23.62' 28.02' 12.69' 55.83'
A5	N 81°57'00" F	43.60'
A5 A6	N 64°18'32" E N 56°04'24" E N 62°32'20" E N 81°57'00" E N 81°48'39" E	11000'
A7	N 62°08'58" E	18 72'
A7 A8	S 27°53'39" E	6 64'
A9	N 62°08'58" E S 27°53'39" E N 76°54'04" E	127.51
A10	N 64°13'26" F	61.82
A11	N 55°15'05" F	73.37
A11 A12	N 32°43'45" F	193.86
A13	N 29°18'39" F	80.13
A14	N 18°43'47" F	18.72' 6.64' 27.51' 61.82' 73.37' 93.86' 80.13' 62.07'
A15	N 11°14'13" F	127.31
A16	N 20°18'22" F	27.31' 42.60'
A17	N 29°34'26" F	44.76
A18	S 27°53′39″ E N 76°54′04″ E N 64°13′26″ E N 55°15′05″ E N 32°43′45″ E N 29°18′39″ E N 18°43′47″ E N 11°14′13″ E N 20°18′22″ E N 29°34′26″ E N 29°58′31″ E	108.17'
A19	N 61°43′23″ E N 64°18′32″ E N 56°04′24″ E N 62°32′20″ E N 81°57′00″ E N 81°48′39″ E N 62°08′58″ E S 27°53′39″ E N 76°54′04″ E N 64°13′26″ E N 32°43′45″ E N 29°18′39″ E N 11°14′13″ E N 20°18′22″ E N 29°34′26″ E N 29°58′31″ E N 28°21′35″ E N 38°18′57″ E	34.29
A20	N 38°18'57" E	106.67
A21	N 44°43′01" F	55.82'
A22	N 87°27'37" E	13.54
A23	N 60°30′51″ E	18.97
		46.59
A25	N 35°52'27" E	27.09'
A26	N 40°16'46" E	47.79'
A27	N 38°02'22" E	35.25'
A28	N 35°16'51" E	60.78
A29	N 28°21'23" E	17.29
A30	N 26 15 42 E N 35°52'27" E N 40°16'46" E N 38°02'22" E N 35°16'51" E N 28°21'23" E N 33°49'55" E N 33°08'12" E N 37°21'55" E	84.55'
A31	N 33°08'12" E	42.57'
A32	N 37°21'55" E	101.16'
A33	N 34°11'27" E N 39°28'50" E	122.91'
A34	N 39°28'50" E	30.24
A24 A25 A26 A27 A28 A29 A30 A31 A32 A33 A34 A35 A36	IN 45°31'56" F	27.09' 47.79' 35.25' 60.78' 17.29' 84.55' 42.57' 101.16' 122.91' 30.24' 15.69' 26.18'
A36	N 68°01'25" E	26.18'
Λ 7 <del>7</del>	N E 7°E C'E 7''	1711

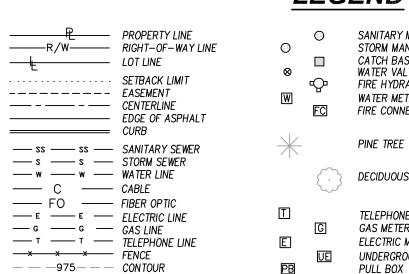
N 57°56'57" E 17.11

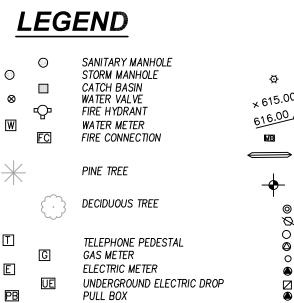
LINE	BEARING	DISTANCE
A38	N 70°24'16" E	19.53'
A39	N 43°26'09" E	45.78'
A40	N 47°35'16" E	25.92'
A41	N 61°08'19" E	21.87
A42	N 62°34'29" E	40.68'
A43	N 59°37'48" E	65.29'
A44	N 60°45'07" E	50.87
A45	N 82°47'38" E	30.07
A46	N 63°32'32" E	41.48'
A47	N 27°34'11" E	11.29
A48	N 60°28'35" E	31.54'
A49	N 55°39'50" E	65.37
A50	N 55°37'28" E	14.23'
A51	N 21°46'42" E	21.50'

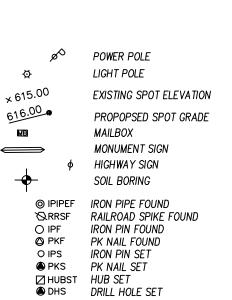
LINE	BEARING	DISTANCE
A52	S 21°46'42" W S 55°37'28" W	DISTANCE 26.81'
A53	S 55°37'28" W	23.37
A54	S 21°46'42" W S 55°37'28" W S 55°39'50" W	66.64
A55	S 60°28'35" W	23.94'
A55 A56	S 27°34'11" W	23.37' 66.64' 23.94' 12.17'
A57	S 63°32'32" W	56.30
A58	S 82°47'38" W	29.32
A59	S 60°45'07" W	44.74'
A60	S 59°37'48" W	65.77
A61	S 62°34'29" W	41.08
A62	S 61°08'19" W	17.93'
A63	S 47°35'16" W	17.93' 21.27'
A64	S 60°28'35" W S 27°34'11" W S 63°32'32" W S 82°47'38" W S 60°45'07" W S 59°37'48" W S 62°34'29" W S 61°08'19" W S 47°35'16" W S 43°26'09" W S 70°24'16" W	51.88 <sup>'</sup> 23.45 <sup>'</sup>
A65	S 70°24'16" W	23.45
A66	C 57°56'57" W	16.48'
A67	S 57°56'57" W S 68°01'25" W S 45°31'56" W S 39°28'50" W	22.86' 8.14' 27.27'
A68	S 45°31'56" W	8.14'
A69	S 39°28'50" W	27.27'
A70	S 68°01'25" W S 45°31'56" W S 39°28'50" W S 34°11'27" W S 37°21'55" W S 33°08'12" W S 33°49'55" W	122.36'
A71	S 37°21'55" W	100.88'
A72	S 33°08'12" W	100.88'
A73	S 33°49'55" W	83.29'
A74	S 28°21'23" W	17.67'
A75	S 35°16'51" W	63.32'
A76	S 38°02'22" W	36.56'
A77	S 40°16'46" W	47.22'
A78	S 35°52'27" W	23.41'
A79	S 26°15'42" W	53.31'
A76 A77 A78 A79 A80	S 60°30'51" W	63.32' 36.56' 47.22' 23.41' 53.31' 35.40' 8.98' 42.41'
A81	S 87°27'37" W	8.98'
A82	S 44°43'01" W	42.41'
A83	S 38°18'57" W	102.38'
A81 A82 A83 A84	S 28'21'23 W S 35°16'51" W S 38°02'22" W S 40°16'46" W S 35°52'27" W S 26°15'42" W S 60°30'51" W S 87°27'37" W S 44°43'01" W S 38°18'57" W S 28°21'35" W S 29°58'31" W S 31°25'28" W S 36°32'22" W	102.38' 32.10' 108.49' 24.19' 76.50'
A85 A86	S 29°58'31" W	108.49'
A86	S 31°25'28" W	24.19'
A87	S 36°32'22" W	76.50'
1 4 0 0	C E 7°O 7'7O" E	0.4.10

LINE	BEARING	DISTANCE
A89	S 11°14'13" W	2.11'
A90	S 18°43'47" W	66.82'
A91	S 29°18'39" W	83.80'
A92	S 32°43'45" W	100.73
A93	S 55°15'05" W	81.70'
A94	S 64°13'26" W	67.50'
A95	S 76°54'04" W	22.92'
A96	S 62°08'58" W	65.68'
A97	N 28°41'21" W	5.00'
A98	S 61°18'39" W	77.18'
A99	S 59°26'27" W	57.48'





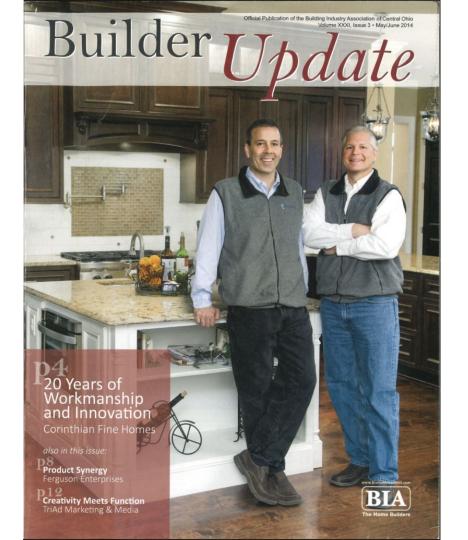




RIPARIAN EASMENT EXHIBIT
TWO RIVERS CONDOMINIUM ~ PHASE I PUD
SHELTER BROOK DRIVE
CITY OF HURON, ERIE COUNTY, OHIO

DRAWN BY: DRE JOB No.: 22-2290 SCALE: 1'' = 80'SHEET

DATE: JAN 2023





Established In 1994



Celebrating 20 Years



## ~ A Place To Call Home ~

The Greater Columbus Area has a lot to offer a homeowner. Culture, Education, Sports, Nature. It has all the ingredients for a well rounded lifestyle contributing to the prairie capital spirit and creating the ideal community for owning your New Corinthian Fine Home.















































**TO:** Mayor Tapp and City Council

**FROM:** Erik Engle

**RE:** Adjourn Public Hearing

**DATE:** June 27, 2023



TO: Mayor Tapp and City Council FROM: Stuart Hamilton, Service Director

**RE:** Ordinance No. 2023-15 (third and final reading) (submitted by Stuart Hamilton)

**DATE:** June 27, 2023

#### **Subject Matter/Background**

In April of 2023, the City released and received bids for residential solid waste collection and disposal services. We received a single bid from our current provider. As with each time we bid out these services, we have to update our Ordinances to reflect the pricing. This update will increase the monthly rate to \$71.00 per dwelling per quarter from July 1st, 2023, through December 31st, 2023, which will be charged as it is currently on the resident's water bill. From January 1st, 2024, the intent is to charge the residents via and assessment process and be paid through their real estate taxes. The yearly rates will be calculated by staff and approved by council prior to the assessment being sent to the County.

#### **Financial Review**

This amendment to the garbage rate ordinance will provide the City with the flexibility to bill residential customers through the quarterly billing process (current) or collecting the fee through the annual property tax assessment process. A new water rate is also established with this amendment for the last six months of 2024, matching the proposed contract with Republic Services. Beginning January 1, 2024, the garbage rate will be approved by Council via an annual ordinance. The City will continue to track all revenue and expenses for this service in the garbage fund (Fund 201).

#### **Legal Review**

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

#### Recommendation

If Council is in agreement, a motion placing Ordinance No. 2023-15 on its third and final reading is in order.

Ordinance\_No.\_2023-15\_Solid\_Waste\_Rates\_\_7\_.docx Ordinance No. 2023-15 Exh A 931.04.pdf

### ORDINANCE NO. 2023-15 Introduced by Mark Claus

AN ORDINANCE REPEALING AND AMENDING AND RESTATING SECTION 931.04 (RATES FOR COLLECTION AND DISPOSAL OF CHAPTER 931 (GARBAGE, RUBBISH AND RECYCLABLE MATERIAL COLLECTION) OF THE HURON CODIFIED ORDINANCES; AND DECLARING AN EMERGENCY.

WHEREAS, this Council hereby determined the changes and amendments set forth within this Ordinance 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 931.04 (Rates for Collection and Disposal) of Chapter 931 (Garbage, Rubbish and Recyclable Material Collection) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows (refer to Exhibit "A" attached), shall be and hereby is repealed in its entirety.

<u>SECTION 2</u>. That a new revised and restated Section 931.04 (Rates for Collection and Disposal) of Chapter 931 (Garbage, Rubbish and Recyclable Material Collection) of the Codified Ordinances of the City of Huron, as follows:

#### "931.04 RATES FOR COLLECTION AND DISPOSAL"

Effective July 1, 2023, and ending December 31, 2023, the basic charge for garbage, refuse, recyclable material, yard waste collection and disposal for each owner of a residential dwelling shall be seventy-one dollars (\$71.00) per calendar quarter.

- (a) All bills for collection and disposal of garbage, refuse, recyclable materials and yard waste shall be rendered and paid quarterly.
- (b) The bills rendered for the collection and disposal of garbage, refuse, recyclable materials and yard waste collection and disposal shall be paid to the City, office of the Department of Finance, on or before the seventeenth day of the month in which the bill is rendered.
- (c) At the option of the City, the bill for the collection and disposal of garbage, refuse, recyclable materials and yard waste collection and disposal may be combined with the bill for water service and stormwater fees, in which event, the payments received by the City from each consumer shall be applied first to the charge for garbage, refuse, recyclable materials and yard waste, then to the charge for water service, with the balance to be applied to stormwater fees.

Effective January 1, 2024, the basic charge for garbage, refuse, recyclable material, yard water collection and disposal for each owner of a residential dwelling unit shall be set by Council ordinance based on the level of contractual services provided. The basic charge, as determined by the City, shall be charged in one of the follow methods:

(a) The City shall charge to the owner of each dwelling unit within the municipality a monthly rate to be paid by the owner of said property. Such

rate shall be set by Council by Ordinance each year. The Council shall review the monthly rate to be paid by the owner of each dwelling unit within the municipality on a yearly basis to determine the amount of the fee for the ensuing year.

- (1) All bills for collection and disposal of garbage, refuse, recyclable materials and yard waste shall be rendered and paid quarterly.
- (2) The bills rendered for the collection and disposal of garbage, refuse, recyclable materials and yard waste collection and disposal shall be paid to the City, office of the Department of Finance, on or before the seventeenth day of the month in which the bill is rendered.
- (3) At the option of the City, the bill for the collection and disposal of garbage, refuse, recyclable materials and yard waste collection and disposal may be combined with the bill for water service and stormwater fees, in which event, the payments received by the City from each consumer shall be applied first to the charge for garbage, refuse, recyclable materials and yard waste, then to the charge for water service, with the balance to be applied to stormwater fees.
- (b) By Council ordinance, the City may assess the costs and expense of garbage, refuse, recyclable materials and yard waste collection and disposal within the City, on the owner of each dwelling unit defined in subsection (c) herein, by certifying the amounts to the County Auditor for collection with other City taxes.
  - (1) The fee so assessed through the residential tax duplicate shall be reimbursed to the City by the County Auditor, and shall be credited to the City of Huron.
  - (2) The Finance Director is hereby authorized and directed to send to the Office of the County Auditor certified copies of this Ordinance in such numbers as are required.
  - (c) A dwelling unit is defined in Section 1351.06 of these Codified Ordinances.

(Ord. 2023-15. Passed 06-27-23.)"

shall be, and hereby is, adopted and thereafter shall be in full force and effect.

<u>SECTION 3</u>. 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.

immediate preservation of the public health,	eby declared to be an emergency measure necessary for the safety and general welfare of the residents, and to ensure of Huron; WHEREFORE, this Ordinance shall take effect
ATTEST:Clerk of Council	Monty Tapp, Mayor
ADOPTED:	

# 931.04 RATES FOR COLLECTION AND DISPOSAL.

- (a) Effective July 1, 2017 the basic charge for garbage, refuse, recyclable material, yard waste collection and disposal for each residential owner, tenant or occupant shall be sixty five dollars (\$65.00) per calendar quarter.
- (b) The minimum billing period for any account shall be for a period of one day, and the charge for such minimum billing shall be based upon a monthly minimum charge of twenty-one and 67/100 dollars (\$21.67) for collection for each residential owner, tenant or occupant.
- (c) All bills for collection and disposal of garbage, refuse, and yard waste shall be rendered and paid quarterly, in advance.
- (d) The bills rendered for the collection and disposal of garbage, refuse, recyclable materials and yard waste shall be paid to the City, office of the Department of Finance, on or before the seventeenth day of the month in which the bill is rendered.
- (e) At the option of the City, the bill for the collection and disposal of garbage and waste and the collection and disposal of recyclable materials and yard waste may be combined with the bill for water service and stormwater fees, in which event, the payments received by the City from each consumer shall be applied first to the charge for garbage, refuse, recyclables and yard waste, then to the charge for water service with the balance to be applied to stormwater fees.

(Ord. 2017-15. Passed 5-23-17.)



TO: Mayor Tapp and City Council FROM: Stuart Hamilton, Service Director

**RE:** Resolution No. 44-2023 (submitted by Stuart Hamilton)

**DATE:** June 27, 2023

# **Subject Matter/Background**

To follow ordinance 2023-15 passed earlier tonight, this resolution is to approve the actual contract with Republic Services. In April of 2023, the City released and received bids for residential solid waste collection and disposal services. We received a single bid from our current provider. This contract will increase the monthly rate to \$71.00 per dwelling per quarter from July 1st, 2023, through December 31st, 2023, which will be charged as it is currently on the resident's water bill. From January 1st, 2024, the intent is to charge the residents via and assessment process and be paid through their real estate taxes. The yearly rates will be calculated by staff and approved by council prior to the assessment being sent to the County.

#### **Financial Review**

Services for the collection of garbage, recycling, and yard waste for City residents are tracked through a special revenue fund (Fund 201). Currently, the City pays approximately \$860,000 per year for these services. The annual cost will increase 5% per year with this new contract. This cost is expected to be passed on to City residents via the special assessment process. No administrative costs, other than the County special assessment fees, will be charged to residents for these services.

# **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. 44-2023 is in order.

Resolution No. 44-2023 Republic Services Contract (2).docx 2023 Trash Contract - FINAL.pdf

# RESOLUTION NO. 44-2023 Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND ENTER INTO AN AGREEMENT WITH REPUBLIC SERVICES INC. FOR THE PROVISION OF RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES FOR THE PERIOD OF JULY 1, 2023 THROUGH DECEMBER 31, 2026.

WHEREAS,

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

<u>SECTION 1:</u> That the City having advertised for bids for residential waste collection and recycling services, the Council finds Republic Services Inc. To be the lowest and best bidder for such work. Therefore, the City Manager is authorized and directed to award the bid and enter into an agreement with Republic Services Inc., of 4005 Tiffin Ave., Sandusky, OH 44870, for the provision of residential waste collection and recycling services as set forth in the bid package for the period of July 1, 2023 through December 31, 2026; a copy of the agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

<u>SECTION 2</u>: 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.

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

ATTECT		Monty Tapp, Mayor	
ATTEST:	Clerk of Council		
ADOPTED:			

# EXHIBIT B: FORM OF CONTRACT FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES

**THIS AGREEMENT** (the "Agreement") for Residential Waste Collection and Recycling Services is entered into by and between the City of Huron, a City in the County of Erie, State of Ohio (the "City") with its offices located at 417 Main Street Huron Ohio 44839 and Republic Services (the "Contractor").

#### WITNESSETH

**WHEREAS**, following publication of the Invitation to Bid in the Newspaper on, April 5<sup>th</sup>, 2023, and the opening and consideration of the Bids received for the Residential Waste Collection and Recycling Services, the Bid of the Contractor has been determined to be lowest, responsive and responsible; and,

**WHEREAS,** the City has considered the Bid; and the City, pursuant to Resolution which approved the Contract and authorized to execute the Contract by and on behalf of the City, and the City has received the required executed original and copies from the Contractor.

**NOW THEREFORE,** in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

# **ARTICLE I-- DEFINITIONS**

The capitalized terms used herein are defined in the Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services Exhibit A: Definitions

# **ARTICLE II – TERM AND RENEWAL TERMS**

#### 1. Term

This Agreement will be effective upon the date last signed below. The Commencement Date for Residential Waste Collection and Recycling Services is July 1, 2023, and will terminate on December 31, 2026, unless renewed as provided herein.

### 2. Renewal Terms

The City will have the option to renew this Agreement for three (3) additional one-year terms each. The City may renew each of the one (1) year terms, if at all, in writing and in advance no less than one-hundred eighty (180) days prior to the expiration of the then existing term. The City reserves the right to utilize less than all of the renewal terms in the City's sole and absolute discretion. All renewals must be executed in writing and authorized by legislative concurrence by the Huron City Council.

# **ARTICLE III – STATEMENT OF WORK**

During the term of this Agreement, the Contractor will perform the services set forth in this Article III
of this Agreement and also set forth in the Contractor's Bid which is incorporated herein by reference
including, but not limited to the provision of all labor, materials, equipment, management, facilities
scales, record keeping and billing related to the provision of services. Such services will be performed
throughout the term of this Agreement.

# 2. Solid Waste and Recycling Collection

The Contractor shall collect, on a scheduled basis, Residential Solid Waste and Recyclables from each Residential Unit defined as all single-family dwellings and all multiple family dwellings of three units or less which share a common entrance within the corporate limits of the City of Huron. The total estimated number of Residential Units to receive curbside collection will be determined during the reconciliation process on June 15<sup>th</sup> of each year. Seasonal collection numbers will be given to the Contractor on a monthly basis to keep billing numbers as accurate as possible. All collection is to be made at the curb.

The Contractor shall provide automated curbside collection of Solid Waste and Recyclables from each Residential Unit. The Contractor shall provide all labor, vehicles, and carts. The Contractor would provide each Residential Unit with one 96-Gallon Wheeled Cart to be used to collect Solid Waste and one 64-Gallon Wheeled Cart to be used to collect Mixed Recyclables. At the request of a resident, following a 60-day period, the Contractor would provide a 64-Gallon Wheeled Cart for solid waste if a smaller cart is desired. All carts must be either new or in good repair and clean. The Contractor shall be responsible to repair or replace any broken carts caused by the Contractor's negligence. The Contractor would be responsible for distributing the carts to each Residential Unit with advance approval by the City and notification to residents as to the distribution date.

The Contractor will supply an extra Solid Waste or Recycle cart to any resident that requests an additional cart. The cost for the cart will be paid for by the resident to the Contractor. Residents will be instructed to contact the Contractor to request and pay the Contractor for the additional cart. Contractor will invoice the resident on a yearly basis for any additional carts.

The Contractor must provide an adequate number of collection vehicles to provide for the timely and efficient collection of Solid Waste. All vehicles must be kept in good repair and appearance and in a clean and sanitary condition at all times. All vehicles must be clearly marked with the identity and telephone number of the Contractor. This information must be visible on the back and on the sides of the vehicle. All vehicles must be designed for capture of liquids to prevent any liquids from leaking from the vehicle and onto City streets.

Solid Waste Collection will be provided on a scheduled basis to each Residential Unit each Monday between the hours of 7:00 a.m. and 6:00 p.m. If for any reason the Contractor is not able to collect Solid Waste on the scheduled day, the Contractor will notify the Service Director orally and via email of the reason and the anticipated length of the delay. If at any time the Contractor falls behind the regular collection for more than one (1) day the City will, at its discretion, cause waste to be collected by any means that is available. Full cost of such collection will be paid by the Contractor within thirty (30) days of receipt of invoice therefor.

The Contractor may develop its own collection routes and schedule, subject to approval by the City. Upon the City's approval, the Contractor will provide written notice of the collection day schedule to all Residential Units. Collection of all Solid Waste, Recyclables, and Yard Waste must take place on the same day. The City prefers the collection days to remain one day per week on Mondays.

The following will be holidays for the purposes of the Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor may observe any of these holidays by suspending collection service on the holiday and resuming collection service the following day.

The Contractor is responsible for collecting all bulky wastes and excess bagged waste set out on the curb. Bulky wastes may include but are not limited to stoves, water tanks, washing machines, furniture, mattresses and other large household items and appliances. Bulky items will be collected by the Contractor on the first Monday of each month.

The Contractor is not required to remove construction debris as a result of repair implemented by private contractors hired by the resident/homeowner. If the resident is doing small remodeling work and the construction debris is average in nature, the Contractor is responsible to collect said materials on the regularly scheduled collection day the first Monday of each month

# 3. Solid Waste Transfer and Disposal Services:

The Contractor shall deliver all solid waste to the Erie County Sanitary Landfill.

# 4. Recycling Services

The Contractor shall deliver all Mixed Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility shall have the ability to recycle the following materials at a minimum: mixed paper; cardboard; aluminum, steel and bi-metal cans; glass bottles and jars; PET and HDPE plastic bottles and containers, #3-7 rigid plastic containers, and cartons. The Contractor may add additional materials to the recycling list or remove items from the list as may be necessary. City agrees that Contractor in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge City for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Residents shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use its best efforts to not place items in the container that may result in a decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

# 5. Container Service

The Contractor shall provide and service containers to collect and dispose of Solid Waste and Recyclables at the locations and frequency requested by the City.

# 6. Yard Waste Service

The Contractor shall provide separate collection of source separated Yard Waste from each Residential Unit on a scheduled basis on the same day that solid waste and recyclables are collected. This service would take place from January 1 to December 31. The Contractor would be responsible for delivering the Yard Waste to a registered Composting Facility. This service will apply to all Yard Waste that is placed in compostable brown (kraft) bags or if loose in a container not bigger than 32 gallons nor exceed 35 lbs. in weight or bundles that are tied securely and do not exceed 3 foot in length nor exceed 35 lbs. in weight.

#### 7. Customer Education:

The Contractor shall prepare and annually distribute a brochure to each Residential Unit, containing the City requirements for Residential Waste Collection and Recycling Services. The brochure shall include the Contractor's phone number; solid waste collection information; recycling instructions; holiday schedule; and any other information relevant to the services provided.

# 8. Customer Service and Notification:

The Contractor shall maintain a local office and local phone number to receive and respond to questions or complaints. The office must be staffed from 8:00 a.m. to 5:00 p.m. on regular collection days. All resident questions or complaints must be given prompt and courteous attention. In the case of any alleged missed collection, the Contractor will investigate and if such allegation is verified, will arrange for collection within 24 hours after the complaint is received.

# ARTICLE IV: PRICE, INVOICE AND PAYMENT

# 1. Price for Residential Waste Collection and Recycling Services.

During the term, the City agrees to pay the Contractor for the Residential Waste Collection and Recycling Services, the following amounts according to the following schedule. The price per ton for Residential Solid Waste Collection, Disposal and Recycling Services includes all direct and indirect costs, including but not limited to the costs of disposal of the Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste in the State of Ohio. These prices include Governmental Fees assessed on solid waste disposed in a sanitary landfill in Ohio as of December, 2022. Should any Governmental Fees increase during the term of the Contract, the Contractor may add the amount of the increase to the per ton disposal cost charged to the City via an agreed upon written proposed change order and, in the event the parties are unable to agree to the terms of any such proposed change order, the City shall promptly confirm its rejection of the proposed change order in writing to Contractor (the "Rejection Notice"). Thereafter, all existing written terms of this Agreement shall remain in full force and effect and the City may voluntarily and unilaterally terminate this Agreement within one hundred twenty (120) days of the Rejection Notice. In the event the City fails to timely terminate this Agreement within one hundred twenty (120) days of the Rejection Notice, the terms of the proposed change order shall take effect on the date that is one hundred twenty-one (121) days after the date of the Rejection Notice.

Price to Provide Waste, Recycling and Yard Collection on selected Options below:				
<ul> <li>Waste Schedule: January 1<sup>st</sup> thro</li> </ul>	<ul> <li>Waste Schedule: January 1<sup>st</sup> through December 31<sup>st</sup>.</li> </ul>			
<ul> <li>Recycle Schedule: January 1<sup>st</sup> thr</li> </ul>	ough December 31 <sup>st</sup> .			
Yard Water Schedule: January 1 <sup>st</sup>	through December 31st.			
<b>Year 1:</b> 7/1/23 – 12/31/23	\$ 23.64 unit/month x collected units			
<b>Year 2</b> : 1/1/24 – 12/31/24	/1/24 – 12/31/24 \$ <b>24.82</b> unit/month x collected units			
<b>Year 3:</b> 1/1/25 – 12/31/25	\$ 26.06 unit/month x collected units			
<b>Year 4</b> : 1/1/26 – 12/31/26				
Option Year 1: 1/1/27 – 12/31/28 \$ 28.73 unit/month x collected units				

Option Year 2: 1/1/28 – 12/31/29	\$ 30.17 unit/month x collected units
Option Year 3: 1/1/30 – 12/31/31	\$ 31.68 unit/month x collected units

Price for Additional Cart				
Indicate the price to be charged if a resident requests an additional cart. Resident to request additional cart via contractor and is to be billed via contractor for any additional carts.				
96-gallon wheeled cart Price Per Month 64-gallon wheeled cart Price Per Month				
\$8.93 + \$7.88 Rental \$8.93 + \$7.88 Rental				

# **City Location Pricing**

Location	Address	Container	Duration	Lift Cycle	Year 1	Year 2	Year 3	Year 4	Year 5
Huron Pier	10 N Main St	1x 2 Cu Yd	12 Month	Once week	\$34.09	\$40.99	\$43.04	\$45.19	\$47.45
Parks and Rec	110 Wall St	1x 6 Cu Yd	12 Month	Once week	\$117.12	\$122.97	\$129.12	\$135.58	\$142.36
Fabens Park	Adams and Taylor	2x 6 Cu Yd	Apr 1st to Oct31 <sup>st</sup>	Once week	\$303.25	\$318.41	\$334.33	\$351.05	\$368.60
Nickel Plate Park	100 Nickel Place Dr	1x 6 Cu Yd	Apr 1st to Oct31 <sup>st</sup>	Once week	\$303.25	\$318.41	\$334.33	\$351.05	\$368.60
Boat Basin	330 Main St	2x 6 Cu Yd	Apr 1st to Oct31 <sup>st</sup>	Once week	\$303.25	\$318.41	\$334.33	\$351.05	\$368.60
Boat Ramp	47 Cleveland Rd E	1x 6 Cu Yd	12 Month	Once week	\$151.63	\$159.21	\$167.17	\$175.53	\$184.31
Service Complex	10 Waterworks Dr	2x 6 Cu Yd	12 Month	Twice week	\$303.25	\$318.41	\$334.33	\$351.05	\$368.60
City Hall	417 Main St	1x 6 Cu Yd	12 Month	Once week	\$151.63	\$159.21	\$167.17	\$175.53	\$184.31

#### 2. Record Keeping.

# **Monthly Reports and Annual Report**

The Contractor must submit a monthly record of the total customers of Solid Waste, Recyclable Materials and Yard Waste collected for the preceding month and submit this with the monthly invoice to the City. The Contractor shall also submit a year-end annual report. The report will be due within 30-days of the end of the reporting year and include a month-by-month collection, accounting of the tonnage of Solid Waste, Recyclable Materials, and Yard Waste collected and disposed or recycled (as the case may be).

# 3. Billing Service and Payment.

The Contractor will invoice the City for services rendered at the close of each month and the City will pay the Contractor within thirty days of invoice. All unpaid invoices shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full.

# 4. Fuel Adjustments

The Contractor will apply a fuel adjustment to each monthly invoice if the price of diesel fuel increases or decreases over or under the established *base price* during the term of this contract. The established base price of diesel fuel is **\$4.50** per U.S. gallon. This was the negotiated projected base price of diesel for the term of the contract.

Any fuel adjustment shall be applied as either a credit or a charge as a separate line item on the invoice, using the following Fuel Adjustment Table. To determine if a fuel adjustment is warranted, the Contractor and the City will use the price index published on the US Department of Energy website www.eia.doe.gov. The price to be used is the EIA Midwest On-Highway Retail Diesel Price.

The fuel adjustment may only be applied to the difference in the base price of \$4.50 per gallon as posted for the last week of the billing period. The adjustment equals 0.5% for every \$.10 increase or decrease in the per gallon price of fuel above or below the base price. To calculate the adjustment, multiply the applicable adjustment percentage as shown in the following table to the total monthly invoice and, in the event, the price per gallon increases or decreases beyond the figures in the Fuel Adjustment Table below, the same 0.5% for every \$.10 increase or decrease in the price per gallon of fuel shall determine the requisite adjustment. This amount should be applied as a credit on the invoice if the price of fuel decreases from the base price; alternately, this amount should be applied as a charge on the invoice if the price of fuel increases over the base price.

The following table is governed by the fuel cost listed weekly on the EIA Midwest On-Highway Retail Diesel Price (average all types). This table is not exhaustive and will continue in \$0.10 cost increments, with additional 0.5% changes in the plus and minus'.

Fuel Adjustment Table			
\$4.20-\$4.29	-1.5%		
\$4.30-\$4.39	-1.0%		
\$4.40-\$4.49	-0.5%		
\$4.50-\$4.59	Sample Base Price		
\$4.60-\$4.69	+0.5%		
\$4.70-\$4.79	+1.0%		
\$4.80-\$4.89	+1.5%		

#### ARTICLE V: PERFORMANCE BOND AND INSURANCE

#### 1. Performance Bond

The Contractor after receiving a Notice of Award, will furnish a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. The Performance Bond will be issued annually for each contract year during the term of the contract, including any option years, in the amount equal to the total annual cost of collection for Contract Year 1. The entire cost of the bond(s) will be paid for by the Contractor.

# 2. Insurance

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits reasonably acceptable to the City, and Contractor will furnish certificates of insurance to the City evidencing the required insurance has been procured and is in force.

The City and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 2010 0704 for General Liability and Umbrella/Excess Liability, ISO Form DA 9U74b 0614 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence,
	including advertising and personal injury, products and completed
	operations
	\$2,000,000 products/completed operations annual aggregate.
	\$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including
	owned, non-owned and hired auto liability ISO Form CA 9948, or a
	substitute form providing equivalent coverage, is required
Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 bodily injury by accident, each accident
	\$1,000,000 bodily injury by disease, each employee
	\$1,000,000 bodily injury by disease, policy aggregate

Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate
	Underlying coverage will include General Liability, Auto Liability, and
	Employers Liability
Pollution Legal Liability	\$1,000,000 per claim
	\$1,000,000 annual aggregate covering damages or liability arising or
	resulting from Contractor's services rendered, or which should have
	been rendered, pursuant to this Contract

# **ARTICLE VI: INDEMNIFICATION**

# 1. **General Indemnity**

The Contractor will defend, indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each a City Indemnity) harmless from and against any and all actual or threatened liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), for any indemnifiable event which may hereafter occur resulting from the performance of the Residential Waste Collection and Recycling Services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property to the extent caused by Contractor's breach of this Agreement or any negligent act or willful misconduct of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable.

#### ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

#### 1. Performance Assurance

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within ten (10) days will submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute, additional, or replacement sources for the delivery of all or a portion of the Residential Waste Collection and Recycling Services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement, and take any and all such action the City deems necessary to assure that the Residential Waste Collection and Recycling Services will be available to the City and its Residents, including but not limited to terminating this Agreement.

# 2. Contractor Breach: Opportunity to Cure and Termination.

Upon the material failure by the Contractor to comply with the terms and conditions of the Agreement, the City will provide written notice to the Contractor of any such material failure and demand that any such material failure be cured by the Contractor. The Contractor will have ten (10) days to provide the City with written assurance to the reasonable satisfaction of the City, which shall be substantiated by reasonable proof, that the material failure to comply with the Agreement has been cured. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) days, the City may terminate this Agreement. In the event the City notifies the Contractor of its intent to terminate the Agreement, the Contractor's surety, if any, will have the right to take over and perform the Agreement, provided, however, that if the surety does not commence performance thereof by the effective date of the termination of the Agreement, the City may prosecute the same by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to obtain cover, the effective date of the termination may be delayed by the City until it will have completed the process of obtaining a substitute service provider to provide the Residential Waste Collection and Recycling Services required herein. In such event, the Contractor will continue to perform its responsibilities under this Agreement until the effective date of termination. Notwithstanding any other provision herein, the City retains all other rights and remedies available at law against the Contractor by reason of such alleged breach of the Agreement. This Agreement may be terminated by the Contractor if City breaches a material provision of this Agreement that is not remedied by City within ten (10) business days following delivery of a written notice of breach from the Contractor to City.

# **ARTICLE VIII. MISCELLANEOUS**

# 1. Entire Agreement

This Agreement, the Invitation to Bid, Bidder's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

# 2. Notices

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by recognized overnight courier or by certified mail with return receipt requested with proper postage to the Contractor, attention Heather Brown, and to the City, attention City Manager, at their respective addresses set forth above. Any change in address must be given in like manner.

# 3. Waiver.

No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Agreement by the City or the Contractor will be effective unless in writing signed by the City and the Contractor.

# 4. Applicable Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. The parties hereto agree that venue for any and all disputes arising from or relating to this Agreement shall be exclusively venued in the State Courts of Erie County, Ohio.

# 5. Unenforceable Provision

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

# 6. **Binding Effect**

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

# 7. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

# ARTICLE IX. ACCEPTABLE WASTE; UNACCEPTABLE WASTE; TITLE;

Waste Materials mean non-hazardous waste (including Recyclable Materials (as defined in the Contract), but does not include Unacceptable Waste (as defined below).

The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Unacceptable Waste"), each as defined by applicable federal, state or local laws, regulations or permits (collectively, "Applicable Laws"). Contractor may, in its sole discretion, reject any Unacceptable Waste provided by City. City upon receiving a notice of rejection from Contractor shall immediately remove such Unacceptable Waste from Contractor's collection vehicle or premises.

Contractor shall acquire title to Waste Materials when they are loaded into Contractor's truck or, if Contractor is providing disposal services only and not collection services, when they are delivered to Contractor's premises. Title to and liability for any Unacceptable Waste shall remain with City and shall at no time pass to Contractor. City shall indemnify and hold harmless Contractor from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Unacceptable Waste in the Waste Materials.

# **ARTICLE X. FORCE MAJEURE**

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God, shall not constitute a breach of this Agreement. The collection or disposal of any increased volume of Waste Materials resulting from a natural disaster or terrorist act shall be included as part of Contractor's services under this Agreement. In the event of such a natural disaster or terrorist act, Contractor and City will negotiate the payment to be paid to Contractor. Further, when the parties reach such an agreement, the City shall grant Contractor variances in routes and schedules, as deemed necessary, of Contractor.

# **ARTICLE XI. EXCLUSIVITY**

City grants Contractor the exclusive right to provide the services under this Agreement during the term hereof, including renewal terms to the extent same are exercised by City.

**IN WITNESS WHEREOF**, the City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

<u>CITY OF Huron</u>	
Name	Date
Republic Services	
Name Title	Date

# **Contract Attachment A: Definitions**

Attach Here

# **Contract Attachment B: Performance Bond**



TO: Mayor Tapp and City Council FROM: Stuart Hamilton, Service Director

**RE:** Resolution No. 49-2023 (submitted by Stuart Hamilton)

**DATE:** June 27, 2023

# **Subject Matter/Background**

This proposal for Contruction Inspection services for the Fabens Tennis Court Reconstruction Project in the amount not to exceed \$38,500. This wok will be billed on a time and materials basis.

# **Financial Review**

The total project cost of approximately \$517,000 was included in the budget for 2023 and will be paid from the City's Capital Equipment Fund and Parks and Recreation Fund. The Township approved a contribution of \$50,000 and the Huron Joint Recreation District approved a contribution of \$94,159 from the "COVID-19 reserve". The balance will be paid by the City.

#### Accounts:

403-3400-55204 207-3400-55204

# **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. 49-2023 is in order.

23086\_HUR\_Fabens Park Tennis Courts\_Construction Services\_FINAL\_RM.pdf Resolution\_No.\_49-2023\_OHM\_Inspection\_Services\_Fabens\_Tennis\_Court\_Reno.doc



June 13, 2023

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

RE: Fabens Park Tennis Courts Renovations - Construction Services

Location: City of Huron

Proposal # 23086

Dear Mr. Hamilton,

The following scope of services, price proposal to perform construction services, and project schedule which represent our understanding of the subject project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

# **Proposal Outline**

Proposal Outline			1
Scope of Services (Construction Tasks)			
Price Proposal			4
Clarifications and Assumptions			4
Client Responsibilities			5
Standard Terms & Conditions			5
Sincerely, OHM Advisors	Authorization to Procee	ed	
Thomas Tucker, PE, PS Manager of Akron Thomas.tucker@ohm-advisors.com D: 330.913.1063	Signature	Date	
	Printed Name	Title	_
Paul Robbl			

Russell Critelli, PE, PMP Principal/Manager of Cleveland Russ.critelli@ohm-advisors.com

D: 216.865.1339



# Scope of Services (Construction Tasks)

# Task #175 Pre-Construction Services

- The following services are included in the fee shown:
  - Pre-construction meeting
  - o Coordination with Contractor, Utilities, Safety Forces, Residents, and Businesses
  - Personnel coordination and project schedule
  - Perform materials, suppliers, and shop drawing reviews and communicate revisions/approvals with contractor.
  - o Review contractual items.
  - O Distribution of documents/information (mtg records)

# Task #176 Construction Services

- The following services are included in the fee shown:
  - Project oversight
  - o Coordination with other agencies as needed for inspection services.
  - o Coordination with Contractor, Utilities, Safety Forces, Residents, and Businesses
  - o Prepare daily inspection reports.
  - Regular progress meetings with contractor
  - o Inspection and testing services.
  - o Response to RFIs (request for information) from contractor
  - o Review of pay requests and recommendations for payment.
  - o Negotiation of Change Orders
  - Prevailing Wage Verification
  - Coordination of Funding Reimbursements
  - Staffing will include the following:
    - Construction Inspector: On-Site part-time during hours of construction
    - Construction Engineer: Involved on an as-needed basis to facilitate field decisions and design-related issues.
    - Construction Administrative Assistant: Coordination of all documentation from preconstruction, contracts, pay requests, and close-out documents.
    - Typical Weekly Staffing during construction project is approx.:

Construction Inspector: 10 Hours
 Construction Engineer: 5 Hour
 Construction Admin: 2 Hours

Total Budget Cost per week = \$ 2,820

o Total Cost is therefore directly related to the time duration of the construction project.



# Task #177 Post-Construction Services

- The following services are included in the fee shown:
  - o Review of final construction with contractor and Owner
  - o Preparation, distribution, and approval of final punch list
  - o Review of As-Built Drawings
  - o Maintenance Bond Coordination
  - O Lien releases, payments, and final acceptance

# **Project Schedule**

Total Project Schedule duration equals 18 weeks.

The number of weeks is based upon the contractor's anticipated work schedule and the allowable project duration from Notice-to-Proceed to Completion Date. The estimated fee for Task #176 is based upon this data.

# Task #178 Additional Construction Services If Authorized

- This task has been included as an "If Authorized" fee in the event that one or more of the following conditions occur:
  - The Contractor's work schedule exceeds the number of weeks shown above in the Project Schedule.
  - o The Contractor's work schedule includes work weeks exceeding 40 hours.
  - O The Contractor's work process requires multiple work crews and therefore multiple inspectors on-site simultaneously.
  - o The Contractor is granted extra time (time extension) to complete the project.
  - The Contractor is awarded a change order for additional work or changed work conditions.
- If any of the above conditions apply, the Engineer shall document and estimate the total cost to complete the additional inspection services and request authorization/approval from the Owner to cover these costs.

# Task #180 Material Testing Services As Required

• This task has been included as an "As Needed" fee for any required material testing.



# **Price Proposal**

#	Construction Tasks	Fee
Task #175	Pre-Construction Services	\$ 2,000
Task #176	Construction Services	\$35,000
Task #177	Post Construction Services	\$ 1,500
	Grand Totals =	\$ 38,500
Task #178	Additional Construction Services (If Authorized)	\$ TBD
Task #180	Material Testing (As Required)	\$ 3,000

# Note:

- Fee shown represents (18) eighteen weeks (90 working days) of part time Construction Services per the Contractor's anticipated work schedule. See task #176 on prior page for itemized breakdown of approximate weekly Construction Services costs.
- Task #175, #176 and #177 will be billed at the Standard Hourly Rates for hours completed.
- Task#178 will be billed at the Standard Hourly Rates for hours completed, if authorized.
- Task #180 will be billed as agreed, if authorized.

# **Anticipated Project Schedule**

Construction Tasks: March 2022 through June 2022

# Clarifications and Assumptions

- Our Proposal was prepared based on the following assumptions:
  - If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the City of Huron OHM Advisors will not proceed with additional services without written authorization to proceed from the City of Huron.
  - o Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services and will be billed on an hourly basis under the Additional As-Needed Services Allowance upon agreement with the City of Huron. WE anticipate that the Building, Electrical, and Sanitary Sewer infrastructure items will be inspected and approved by other agencies.



# Client Responsibilities

- The City of Huron will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- The City of Huron will provide the following, if available, to assist us with the project: (provide appropriate list as per your project/discipline. examples follow:) prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, exiting topography, access to structures, easements and utility line information, utility availability, building information, etc.

# **Standard Terms & Conditions**

The Terms and Conditions contained in the Annual Engineering contract per resolution number 118-2022 shall also apply to this contract.

# **RESOLUTION NO. 49-2023**

Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR ENGINEERING CONSTRUCTION INSPECTION SERVICES RELATED TO THE FABENS PARK TENNIS COURTS RENOVATIONS PROJECT IN AN AMOUNT NOT TO EXCEED THIRTY-EIGHT THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$38,500.00).

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

**SECTION 1.** That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with OHM Advisors for engineering construction inspection services for the Fabens Park Tennis Courts Renovations Project in an amount not to exceed Thirty-Eight Thousand Five Hundred and 00/100 Dollars (\$38,500.00), which agreement shall be in substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

		Monty Tapp, Mayor
ATTEST:		
	Clerk of Council	
ADOPTED:		



**TO:** Mayor Tapp and City Council

FROM: Cory Swaisgood

**RE:** Resolution No. 50-2023 (Submitted by Cory Swaisgood)

**DATE:** June 27, 2023

# **Subject Matter/Background**

Resolution 50-2023 will authorize the first legislative step in the process related to the Public Lighting Assessment for 2024, 2025 and 2026 (to be collected during those years). Bond Counsel has prepared the legislation in accordance with the directive and upon adoption administration will proceed with the assessment process as outlined in the ORC. As with all assessment projects, notification and due process rights are required prior to the consideration of the subsequent legislative steps that will need to be adopted before the assessment list can be certified to the County Auditor.

The Street Lighting Assessment is utilized to fund utility costs, maintenance, and administration of street lighting within the City. The proposed millage is 0.65% and the annual assessment amount for this term is approximately \$3,000 higher per year than the current three-year assessment. To determine the annual amount for each property, multiply the millage by the assessed valuation (35% of the total valuation) according to the Erie County Auditor's valuation.

For example, a home valued at \$200,000 (\$70,000 assessed valuation) would pay approximately \$46 a year ( $$70,000 \times 0.00065$ ).

# **Financial Review**

The proposed millage to be collected in 2024, 2025 and 2026 is expected to generate approximately \$166,000 annually over the 3-year time frame and will accommodate the expense related to public lighting costs, as shown below. This is a \$3,000 increase from the current three-year assessment as maintenance costs have increased since 2020. Due to the increase in assessed values over the last three years, the cost per household may or may not increase. On average, the increase is expected to be just below \$1 per household per year.

<b>Total Annual Costs</b>	\$166,030
Administration Overhead and Contractual Services	\$40,000
Maintenance	\$12,000
Minor Improvement Projects	\$20,000
Energy Costs	\$94,030

The City accounts for the street lighting assessment collections in the Street Lighting Assessment Fund (Fund 215).

# **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. 50-2023 is in order.

 $Resolution\_50\text{-}2023\_Resolution\_of\_Necessity\_Street\_Lighting\_Assessment.docx$ 

# **RESOLUTION NO. 50-2023**

Introduced by Mark Claus

# A RESOLUTION DECLARING IT NECESSARY TO IMPROVE CERTAIN PUBLIC PLACES IN THE CITY BY LIGHTING, AND DECLARING AN EMERGENCY.

- **WHEREAS,** Council passed Ordinance No. 2005-39 on July 25, 2005, establishing and adopting policies and procedures applicable to the levy of special assessments for the cost of lighting public places as provided in that ordinance.
- **NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Huron, Erie County, Ohio, three-fourths of all members elected or appointed thereto concurring, that:
- **Section 1:** It is declared necessary to improve in the City public places by providing lighting in accordance with Ordinance No. 2005-39 (the "improvement").
- Section 2: The plans, specifications, profiles (as applicable) and estimate of cost of the improvement, prepared by or at the direction of the City Manager and now on file in the office of the Clerk of Council, are approved. The improvement shall be made in accordance with, and the grade of the improvement and of any street shall be the grade as shown on, the plans, specifications and profiles for the improvement.
- Section 3: This Council finds and determines that (i) the improvement is conducive to the public health, convenience and welfare of this City and the inhabitants thereof and (ii) the lots and lands to be assessed as described in Section 4 hereof are specially benefited by the improvement. This Council further finds and determines that the public places to be improved are so situated in relation to each other that, in order to complete the improvement thereof in the most practical and economical manner, they should be improved at the same time, with the same kind of materials and in the same manner and, therefore, they shall be treated as a single improvement and included in the same legislation.
- Section 4: The City shall assume and pay as its portion of the cost of the improvement, 10% of the whole cost of the improvement, which exceeds 2% of that whole cost and the cost of intersections, and the balance of the cost of the improvement shall be assessed upon all lots and lands in the City, except for those lots and lands in the City that are owned and/or operated by non-profit entities, which are hereby found and determined to be specifically benefited by the improvement, annually at the rate of 0.65%% of the tax value of the property assessed.
- Section 5: The cost of the improvement shall include the cost of preliminary and other surveys, plans, specifications, profiles and estimates and of printing, serving and publishing notices, resolutions and ordinances, the amount of any damages resulting from the improvement and the interest thereon, the costs incurred in connection with the preparation, levy and collection of the special assessments, the cost of purchasing, appropriating, and otherwise acquiring any real estate or interests therein required for the improvement, expenses of legal services including obtaining legal opinions, cost of labor and material, and, if applicable, interest on securities issued

in anticipation of the levy and collection of the special assessments or, if securities in anticipation of the levy of the special assessments are not issued, interest at the rate of 3% per year on money advanced by this City for the cost of that improvement in anticipation of the levy of the special assessments, together with all other necessary expenditures.

Section 6: The City Manager is authorized and directed to prepare and file in the office of the Clerk of Council the estimated special assessments of the cost of the improvement described in this resolution. Those estimated special assessments shall be based upon the estimate of cost of the improvement now on file in the office of the Clerk of Council and shall be prepared pursuant to the provisions of this resolution. When the estimated special assessments have been so filed, the Clerk of Council shall cause notice of the adoption of this resolution and the filing of the estimated special assessments to be served in the manner provided by law on the owners of all lots and lands to be assessed.

<u>Section 7</u>: The special assessments to be levied to pay a portion of the costs of the improvement in the years 2024, 2025 and 2026 shall be collected and paid each year over a period of three years, being 2024, 2025 and 2026.

<u>Section 8</u>: The City does not presently intend to issue securities in anticipation of the levy and the collection of the special assessments in annual installments and in an amount equal to the total of the unpaid special assessments. The remainder of the entire cost of the improvement, after application of the special assessments, shall be paid from other funds available to the City for that purpose.

Section 9: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

<u>Section 10</u>: This resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this resolution is required to be immediately effective to provide for the provision of the improvement, which is needed to reduce or eliminate hazards to pedestrian and vehicular traffic and to provide safe conditions for use of the public places by the residents of the City and various departments of the City; wherefore, this resolution shall be in full force and effect immediately upon its adoption.

Adopted:, 2023	
	Mayor
Attest:	
Clark of Council	



**TO:** Mayor Tapp and City Council

FROM: Jack Evans

**RE:** Resolution No. 51-2023 (Introduced by Jack Evans)

**DATE:** June 27, 2023

# **Subject Matter/Background**

In August 2021, Resolution 56-2021 authorized the City to apply for this grant funding. That year, the City was not awarded any funds. In 2023 the Govenor added additional funds to this program and did not allow any additional applicants to apply believing there were enough worthy project already in the application process. The City was lucky enough to be awarded \$5M for a new two-million-gallon elevated water tower. \$5M is the largest grant amount permitted at the State level and we believe this to be the largest grant award in Huron's history. As always, we are extremely appreciative of our funding partners at the State level.

# **Financial Review**

Project revenue sources and expenditures will be recorded in the City's Water Capital Fund (Fund 603). Although the majority of the project will be funded by this grant, the City will work with State agencies to provide additional loan/grant funding. The City may need to use debt capacity to fill any finance gap. Revenue from the sale of water is expected to pay for the City's local portion of the project, which is estimated to be \$2 to \$3 million above the \$5 million grant.

# **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. 51-2023 is in order.

News Release - Round \$ Water Wastewater Grantee.pdf
Resolution\_No 51-2023\_Accept\_Grant\_2\_Million\_Gallon\_Water\_Tower\_.docx

Mike DeWine, Governor Jon Husted, Lt. Governor Lydia L. Mihalik, Director

# The City of Huron Receives \$5M State Grant for **Critical Water Infrastructure Upgrades**

(COLUMBUS, Ohio) — The City of Huron is one of 70 projects receiving state grants to address critical water and wastewater infrastructure projects in Ohio communities. In total, 58 counties will receive more than \$114 million.

The funding comes from Governor DeWine's Ohio BUILDS (Broadband, Utilities, and Infrastructure for Local Development Success) water infrastructure grant program, administered through the Ohio Department of Development.

Today's award will support the City of Huron with the purchase and installation of a two-million-gallon elevated water storage tank. The water filtration plant has just completed a major expansion project and plant re-rating, and the addition of this water storage tower is a top priority for the city to ensure consistent clean water delivery and redundancy.

"Ohio is the heart of opportunity, and for our state to continue to thrive, we must ensure that more communities have steady access to reliable, clean water," said Governor DeWine. "My administration is committed to supporting as many local communities as possible with water projects that will improve quality of life and give residents more opportunities to live up to their God-given potential."

Today's announcement is the fourth round awarded through the program, which opened in July 2021. In total, more than \$360 million has been awarded to 253 critical infrastructure projects through the Ohio BUILDS water infrastructure grant program.

"At Development, we're working to build strong communities so that when people come to our state, we have the infrastructure and amenities to support them," said Lydia Mihalik, director of Development. "We're grateful to the Ohio legislature for additional funding to make these critical investments and help prepare our communities for continued growth."

In total, the program received more than 1,200 grant applications requesting nearly \$1.4 billion in funding.

Funds awarded today will help reduce or eliminate the local financial burden associated with critical infrastructure needs such as the construction of new water systems, the replacement of aging water lines, and the installation of new water mains. Grants will also fund projects to prevent sewer system backups and replace failing household sewage treatment systems with new sewers.

City Manager Lasko explains "This project is critical to the stability and reliability of our water distribution system, on which our residents and businesses rely. A project of this size would be extremely hard to complete without the continued support of the Governor and our legislature in Columbus. We are thankful for their continued support."

Water Superintendent Jack Evans said "This project is critical to the City's water distribution storage capacity. Recent water filtration plant upgrades and plant re-rating have proved the necessity of increasing water storage. This water tower will aid the growing industrial and residential demand and will serve the City of Huron and surrounding Erie County for decades to come. Our continued partnerships with State and Local entities are crucial for Cities like ours to keep improving our infrastructure, and as always we are appreciative of their support.

The Ohio BUILDS water infrastructure grants are a continuation of Governor DeWine's H2Ohio initiative, which launched in 2019 to focus on ensuring plentiful, clean, and safe water for communities across the state.

Ohio BUILDS focuses not only on strengthening Ohio's communities through water infrastructure upgrades, but also supports other necessary investments in targeted solutions that impact quality of life such as broadband expansion, brownfield redevelopment, the demolition of blighted buildings, and more.

Additional information on the Ohio BUILDS water infrastructure grant program can be found on the <u>program webpage</u>.

The Ohio Department of Development empowers communities to succeed by investing in Ohio's people, places, and businesses. Learn more about our work at <u>development.ohio.gov.</u>

###

For Immediate Release:

June 16, 2023

For program information, contact:

Sarah Wickham Sarah.Wickham@Development.ohio.gov

For \$5M Water Tower Project information, contact:

Jack Evans

jack.evans@huronohio.us

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# RESOLUTION NO. 51-2023 Introduced by Matt Greives

A RESOLUTION ACCEPTING THE GRANT FUNDS FROM THE OHIO BUILDS (BROADBAND, UTILITIES AND INFRASTRUCTURE FOR LOCAL DEVELOPMENT) GRANT PROGRAM FOR A TWO-MILLION GALLON ELEVATED WATER TOWER FOR THE WATER DEPARTMENT IN THE AMOUNT OF FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00).

WHEREAS, the City of Huron made an application to the Ohio BUILDS (Broadband, Utilities, and Infrastructure for Local Development) Grant Program for a new two-million gallon elevated water tower;

WHEREAS, this Council previously authorized the application for grant funds through Resolution No. 56-2021 adopted on August 24, 2021;

WHEREAS, the Ohio BUILDS (Broadband, Utilities and Infrastructure for Local Development) Grant Program has awarded grant funds totaling Five Million and No/100 Dollars (\$5,000,000.00) to the City of Huron for a new two-million gallon elevated water tower.

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

<u>SECTION 1</u>. That the City Manager is hereby authorized to accept grant funds from the Ohio BUILDS (Broadband, Utilities, and Infrastructure for Local Development) Grant Program in the amount of Five Million and 00/100 Dollars (\$5,000,000.00).

<u>SECTION 2</u>. That the City Manager is further authorized to execute any and all documents necessary to procure the grant funds identified in Section 1 above.

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

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

		Monty Tapp, Mayor	
ATTECT		monty tapp, maje.	
ATTEST:	Clerk of Council		
ADOPTED:			



**TO:** Mayor Tapp and City Council

FROM: Matthew Lasko

**RE:** Resolution No. 52-2023 (Submitted by Matt Lasko)

**DATE:** June 27, 2023

# **Subject Matter/Background**

April 25, 2023, the City passed Resolution No. 38-2023 authorizing the City Manager to execute an Economic Development Transfer Form from the ODLC in furtherance of an economic development project for the City. The legislation before you tonight is to decide if Council would like a hearing in front of ODLC on the matter of the TREX transfer to Lemmy's Mariner Table LLC.

If this legislation is not passed, a motion from the floor will be needed to request said hearing in front of ODLC.

#### **Financial Review**

There is no cost to the City. The City's General Fund will benefit from future liquor/alcohol tax if the permit is accepted.

# **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. 52-2023 is in order.

Resolution 52-2023 re waiving Lemmys permit hearing.docx ODLC 4052 TREX Lemmy's.PDF

# **RESOLUTION NO. 52-2023**

Introduced by: Sam Artino

A RESOLUTION TO WAIVE THE RIGHT TO HAVE A HEARING BEFORE THE OHIO DEPARTMENT OF COMMERCE DIVISION OF LIQUOR CONTROL ON THE TRANSFER OF A LIQUOR PERMIT TO LEMMYS MARINER TABLE LLC AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE FORM 4052 WAIVING THE RIGHT TO A HEARING BEFORE THE OHIO DIVISION OF LIQUOR CONTROL.

WHEREAS, the City of Huron ("City") has recently received a notice from the Ohio Department of Commerce, Division of Liquor Control ("ODLC") of a proposed transfer of a liquor permit to Lemmys Mariner Table LLC ("Lemmy's") from Gregory L. Hill dba Mariner Club; and

WHEREAS, on April 25, 2023, the City passed Resolution No. 38-2023 authorizing the City Manager to execute an Economic Development Transfer Form from the ODLC in furtherance of an economic development project for the City; and

WHEREAS, consistent with Resolution No. 38-2023, the City wishes to waive its right to a hearing before the ODLC concerning the transfer of the liquor permit to Lemmy's.

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

**SECTION 1:** That Council hereby authorizes the City Manager to execute ODLC Form 4052 to waive the right to a hearing before the ODLC on the proposed transfer of a liquor permit to Lemmys Mariner Table LLC.

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

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

		Monty Tapp, Mayor
ATTEST:		
	Clerk of Council	
ADOPTED:		

#70819513 - Resolution in valving Lemmys permit heari



Mike DeWine, Governor Jon Husted, Lt. Governor Division of Liquor Control Sheryl Maxfield, Director

# Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
  - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be faxed, emailed, or mailed to the Division no later than the postmark deadline date given on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

**FAX**: (614) 644 – 3166

**EMAIL**: LiquorLicensingMailUnit@com.state.oh.us

MAIL: Ohio Division of Liquor Control

Attn: Licensing Unit 6606 Tussing Road PO Box 4005

Reynoldsburg, Ohio 43068-9005

Please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr\_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or your county sheriff if you are a township fiscal officer
  or county clerk. The Division sends the applicable law enforcement agency the pertinent
  ownership information when it notifies them of the permit application.

Thank you in advance for your cooperation.

**Division Licensing Section** 

#### NOTICE TO LEGISLATIVE **AUTHORITY**

## OHIO DIVISION OF LIQUOR CONTROL 6606 TUSSING ROAD, P.O. BOX 4005

REYNOLDSBURG, OHIO 43068-9005 (614)644-2360 FAX(614)644-3166

то

5123851 PERMIT NUMBER	TREX	LEMMYS MARINER TABLE LLC 2027 CLEVELAND RD W
02 01 2021		HURÓN OH 44839
06 05 2023		
D5		
22 044 B F29	0663	
		FROM 06/07/2023 SAFEKEEPING
3842056	TYPE	GREGORY L HILL DBA MARINER CLUB
02 01 2021		615 MARINER VILLAGE 1ST FL UNIT & PATIO HURON TWP
06 05 2023		HỮRON OHIO 44839-1004
D5  PERMIT CLASSES		
22 916 TAX DISTRICT RECE	IPT NO.	



MAILED 06/07/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN.

07/10/2023

#### IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.  B TREX 5123851
REFER TO THIS NUMBER IN ALL INQUIRIES(TRANSACTION & NUMBER)
(MUST MARK ONE OF THE FOLLOWING)

REFER TO THIS NUMBER IN ALL I		В	TREX	5123851	
REFER TO THIS NOMBER IN ALL I	(TRA	ANSACTION	& NUMBER)		
( <u>MUS</u>	ST MARK ONE OF THE FO	LLOWI	NG)		
WE REQUEST A HEARING ON TH THE HEARING BE HELD	E ADVISABILITY OF ISSUIN IN OUR COUNTY SEAT.			AND REQUEST COLUMBUS.	ΓΗΑΤ
WE DO NOT REQUEST A HEARIN DID YOU MARK A BOX? IF N	<del></del>	ERED	A LATE	RESPONSE.	
PLEASE SIGN BELOW AND MARK	THE APPROPRIATE BOX	INDICA	TING YO	UR TITLE:	
(Signature)	(Title) - Clerk of County	Commissio	oner	(Date)	
	Clerk of City Cou	uncil			
	Township Fiscal C	Officer			

CLERK OF HURON CITY COUNCIL 417 MAIN ST HURON OHIO 44839



**TO:** Mayor Tapp and City Council

FROM: Matthew Lasko

**RE:** Resolution No. 53-2023 (submitted by Captain Schafer)

**DATE:** June 27, 2023

#### Subject Matter/Background

This legislation is to submit for a grant application to the Firefighter Exposure to Environmental Elements Grant Program ("FEEEG") in an amount not to exceed \$15,000 to provide firefighting gear, and to accept these funds if awarded in an amount not to exceed \$15,000. This program requires a five to one local match.

BWC uses FEEEG to partner with Ohio employers to minimize exposure to dangerous environmental elements. The program is available to eligible Ohio employers who wish to purchase the following qualified/allowed items for optimal protection against these exposures.

- Deisel exhaust systems (local source (tailpipe) capture; not general dilution/filtration ventilation)
- Extractors/Washing machines for turn-out gear.
- Hoods with barrier protection
- Washable gloves (structural firefighter glove or one that meets the requirements of NFPA 1971)

#### Five phases of process

- 1. Steps to take before you apply for a FEEEG grant
- 2. How to complete the grant application
- 3. Process to evaluate and approve your application
- 4. Receiving your grant funds
- 5. Next steps for approved applicants

#### **Financial Review**

If awarded, the grant will provide up to \$12,000 for fire equipment. The City is required to fund a local match of \$1 for every \$5 awarded. The City's maximum amount for the equipment will be \$3,000 and purchased through the Fire Levy Fund (Fund 214).

#### **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. 53-2023 is in order.

Firefighter Exposure to Environmental Elements Grants (FEEEG) Program \_ Bureau of Workers' Compensation.pdf Resolution\_No 53\_2023\_FD\_Grant\_Application\_FEEEG.docx



# Firefighter Exposure to Environmental Elements Grants (FEEEG) Program

**Important:** The Firefighter Exposure to Environmental Elements Grant (FEEEG) Program is accepting applications. We're using a new grant management portal that will improve the experience for applicants by allowing them to complete the application and follow-up activities online.

BWC uses FEEEG to partner with Ohio employers to minimize exposure to dangerous environmental elements. The program is available to eligible Ohio employers who wish to purchase the following qualified/allowed items for optimal protection against these exposures.

- Diesel exhaust systems (local source (tailpipe) capture; not general dilution/filtration ventilation)
- Extractors/Washing machines for turn-out gear
- Hoods with barrier protection
- Washable gloves (structural firefighter glove or one that meets the requirements of NFPA 1971)

As part of our Safety Intervention Grant programming, FEEEG is available only to Ohio firefighter employers. Review the complete program policy, otherwise, click on the appropriate link below for the specific information you want. Eligible employers may receive up to \$15,000 for the duration of the program. To be eligible, you must meet the following criteria at the time of application.

- 1. Be a state-fund private or public employer taxing district firefighter employer.
- 2. Have active Ohio workers' compensation coverage and maintain continuous active coverage while participating in the program.
- 3. Not have more than 40 days of cumulative lapses in workers' compensation coverage within

the prior 12 months.

- 4. Be current with respect to all payments due BWC as defined in Ohio Administrative Code 4123-17-14.
- 5. Have been in existence for at least two years.
- 6. Have reported payroll for at least one full policy year.
- 7. Timely report actual payroll for the preceding policy year and pay any premium due upon reconciliation of estimated premium and actual premium. We'll deem an employer to have met this requirement if we receive the payroll true-up report and any associated premium before the expiration of any grace period. See the Payroll true-up page for additional information.

Unless otherwise specified here, all application requirements, eligibility, participation criteria, reporting and procedures stated for the <u>Safety Intervention Grants Program</u> apply to applicants and participants of FEEEG.

If you're a current participant in FEEEG and did not submit your application through the grant management portal, you will complete proof of spending (upload receipts), and/or <u>submit your annual case study</u> in the grant management portal. The first time you enter the portal you will need to <u>create an account</u>. In order to request access to a grant you will need to provide your policy number. You can then approve yourself access by providing your organization's EIN. To submit proof of spending select **Support**, select the reference number, then choose the files you wish to upload, make a note that you are submitting proof of spending documentation, and click **submit**. For case studies, select the appropriate grant at **My Applications** under **Grant Application** you will be able to select the (...) on the right-hand side to complete the Case Study.

### Five phases of process

- 1. Steps to take before you apply for a FEEEG grant
- 2. How to complete the grant application
- 3. Process to evaluate and approve your application
- 4. Receiving your grant funds
- 5. Next steps for approved applicants

**Expand All Sections** 

## Steps to take before you apply for a FEEEG grant

- 1. Determine your eligibility level.
- o Eligible employers with reported payroll less than \$500,000 may apply for up to \$15,000, without a match.
- o Eligible employers with reported payroll of \$500,000 or more may apply for up to \$15,000, at a 5-to-1 match. That is for every \$5 from BWC, the employer's contribution is \$1.
- 2. Identify which of the items below you will apply for.
  - o Diesel exhaust systems
  - o Extractors/Washing machines for turn-out gear
  - o Hoods with barrier protection
  - o Washable gloves
- 3. Contact your equipment vendor and obtain price quote(s) to submit with your application.
- 4. Obtain the following numbers for the application:
  - o Active firefighters.
  - o Career firefighters.
  - o Volunteer firefighters.
  - o Calls made in the last calendar year.

Next steps for approved applicants

- o EMS calls.
- o Fire calls.
- o HazMat calls.

# 

#### **RESOLUTION NO. 53-2023**

Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY TO THE FIREFIGHTER EXPOSURE TO ENVIROMENTAL ELEMENTS ("FEEEG") FOR GRANT FUNDS FOR THE MAXIMUM AMOUNT OF FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO ANY ONE OR MORE AGREEMENTS REQUIRED TO APPLY FOR THE SUBJECT GRANT FROM FEEEG, TO ACCEPT THE GRANT AWARD IN AN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00), AND TO ENTER INTO AN AGREEMENT WITH FEEEG SHOULD THE APPLICATION BE SUCCESSFUL.

**WHEREAS,** the Ohio Bureau of Workers Compensation ("BWC") uses FEEEG to partner with Ohio employers to minimize exposure to dangerous environmental elements;

**WHEREAS,** the program is available to eligible Ohio employers who wish to purchase the following qualified/allowed items for optimal protection against these exposures;

- Diesel exhaust systems (local source (tailpipe) capture; not general dilution/filtration ventilation);
- Extractors/Washing machines for turn-out gear;
- Hoods with barrier protection; and
- Washable gloves (structural firefighter glove or one that meets the requirements of NFPA.

**WHEREAS**, as part of BWC's Safety Intervention Grant programming, FEEEG is available only to Ohio firefighter employers, and eligible employers may receive up to \$15,000 for the duration of the program, while requiring a local match of One Dollar (\$1) for every Five Dollars (\$5) in award;

**WHEREAS**, the City staff believes the City meets the criteria for this grant program, and desires to apply for the maximum grant funds allowed (Fifteen Thousand Dollars (\$15,000.00)) prior to the application deadline, which it believes to be proper and beneficial to the City, and enter into an agreement for the FEEG Program in the event the grant is awarded.

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

- **SECTION 1.** This Council authorizes and approves the City Manager's submission of a grant application on behalf of the City of Huron, Ohio to BWC's FEEEG Program for grant funds for provision of qualified/allowed items for optimal protection against these exposures as noted herein;
- **SECTION 2**. If grant funds are awarded, authorization is given to the City Manager to execute any necessary agreement(s) with FEEEG to be eligible for and accept funding under this program, and to accept the grant award of up to Fifteen Thousand and 00/100 Dollars (\$15,000.00).
- **SECTION 3.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.
- **SECTION 4.** This Resolution shall be in full force and effect from and immediately following its adoption.

		Monty Tapp, Mayor	
ATTEST:	Clerk of Council/Law Director		
ADOPTED:			



**TO:** Mayor Tapp and City Council

FROM: Matthew Lasko

RE: Ordinance No. 2023-16 (first reading) (Submitted by Matt Lasko)

**DATE:** June 27, 2023

#### Subject Matter/Background

This legislation on its first reading is to create a charter review commission. This will need to go to the board of elections to be submitted as a ballot item in this year's November election.

#### **Financial Review**

The financial impact to the City will result in election fees from the Board of Elections, which can vary based on the election date. Costs will be minimal if the charter change is added to the ballot for the primary election in November.

#### **Legal Review**

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

#### Recommendation

If Council is in agreement, a motion placing Ordinance No. 2023-16 on its first reading is in order.

Ord 2023-16 creating Sec 12.10 Periodic Charter Review.docx Final Proposed Charter Commission EX A.pdf

#### **ORDINANCE NO. 2023-16**

Introduced by: \_\_\_\_\_

AN ORDINANCE TO SUBMIT TO THE ELECTORS OF THE CITY A PROPOSED AMENDMENT OF THE CHARTER OF THE CITY OF HURON, OHIO TO ADOPT SECTION 12.10, PERIODIC CHARTER REVIEW.

WHEREAS, pursuant to Article XVIII, Section 7 of the Ohio Constitution, the City of Huron ("City") is governed by the Charter for the City of Huron, Ohio and is entitled to exercise all powers of local self-government.

WHEREAS, the City does not currently have any regular process or procedure to review the Charter and recommend any alterations, revisions, or amendments as may be necessary or appropriate in light of changing laws, technologies, or societal standards.

WHEREAS, pursuant to Article XVIII, Section 9 of the Ohio Constitution, the City, upon a two-thirds vote of its Council, may submit proposed amendments to its Charter to the electors of the City; and

WHEREAS, pursuant to Article XVIII, Section 8 of the Ohio Constitution, the City may establish a Charter Review Commission to periodically review the Charter and recommend alterations, revisions, or amendments to the Charter to be approved by Council and voted upon by the electors of the City; and

WHEREAS, after due deliberation and consultation with the City Manager, the Law Director, and members of the public, the Council finds that the residents of the City would be well-served by amending the Charter to adopt Section 12.10, Periodic Charter Review, and to place such proposed Amendment before the electorate of the City to be voted upon at the next regularly scheduled general election in November.

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

<u>Section 1:</u> That Council, by at least a two-thirds vote of its members, hereby proposes to amend the Charter of the City of Huron, Ohio by adopting Section 12.10, Periodic Charter Review, which shall be as set forth in Exhibit A attached hereto and made a part hereof.

- <u>Section 2:</u> That Counsel hereby submits to the electors of the City, the following question: shall the City Charter be amended to adopt Section 12.10, Periodic Charter Review.
- <u>Section 3:</u> That the question set forth in Section 2 be and hereby is known as "Proposed Charter Amendment No. 1, Periodic Charter Review."
- <u>Section 4:</u> That upon final passage of this Ordinance, the Clerk is directed to serve a certified copy of this Ordinance, along with the text of the proposed Section 12.10 Periodic Charter Review, upon the board of elections for Erie County, Ohio.
- <u>Section 5:</u> That the board of elections for Erie County, Ohio, is hereby requested to place the question set forth in Section 2 upon the ballot to be submitted to the electors as provided for herein.

requirements, including Section 121.22 of the	he Ohio Revised Code.
	Monty Tapp, Mayor
ATTEST: Clerk of Council	

ADOPTED:

Section 6: That it is found and determined that all formal actions of this Council

concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal

### Exhibit A

Amendment to Charter to add new Section 12.10 titled "Periodic Charter Review"

"Beginning in 2024, and similarly, every five (5) years thereafter, each member of City Council shall appoint one (1) citizen of the City of Huron in order to establish a Charter Review Commission of seven (7) qualified electors, which appointments shall occur no later than six (6) months prior to the date that any proposed amendments must be timely submitted to the Erie County Board of Elections for inclusion on the ballot for the next regular November election. The appointments of the seven (7) qualified electors shall be confirmed by Council, all of whom shall hold no other office or appointment within the City. To be a "qualified elector," such persons must reside in the City of Huron and be registered to vote at the time of such appointment to the Charter Review Commission. Said seven (7) qualified electors shall serve as a Charter Review Commission. The Charter Review Commission shall recommend to Council such alterations, revisions, and amendments to the Charter to be voted on at the next regular November election, and, thereafter, Council shall choose and have final approval as to none, some, or all such alterations, revisions, and amendments to the Charter to be voted on at the next regular November election (as determined by the sole direction of Council), which Council vote (if any) shall be consistent with the Charter and Ohio law. Each said Charter Review Commission shall cease to function on the day of the next November election following its appointment. Each member of the Charter Review Commission shall serve without compensation and shall not serve on consecutive Charter Review Commissions. Meeting of the Charter Review Commission shall be open to the public."



**TO:** Mayor Tapp and City Council

FROM: Cory Swaisgood

**RE:** Motion to adopt the 2024 Annual Tax Budget as prepared and received.

**DATE:** June 27, 2023

FY24 Tax Budget.City of Huron.pdf

#### City of Huron

2024 Proposed Tax Budget

						20	24 Estima	ted	Revenue			2024 Estima		mated Appropriation			2024	4 Estimated			
		Une	encumbered	Real	Estate	Lo	cal Govt.		Other	To	tal Revenue	Personnel		1		el Other		er Total		Unencumbered	
Fund		Be	eg. Balance	Proper	ty Taxes	(	County)	F	Revenue	10	tai neveilue	S	ervices		Expenses		Total	End	ing Balance		
110	General Fund	\$	1,600,453	\$	372,179	\$	152,000	\$	5,098,874	\$	5,623,053	\$	2,151,421	\$	3,366,212	\$	5,517,633	\$	1,705,873		
111	Special Warrants	\$	3,078	\$	-	\$	-	\$	3,000	\$	3,000	\$	2,616	\$	-	\$	2,616	\$	3,462		
201	Garbage, Recycling and Yard Waste	\$	5,458	\$	-	\$	-	\$	924,420	\$	924,420	\$	-	\$	924,420	\$	924,420	\$	5,458		
202	Property Maintenance	\$	8,461	\$	-	\$	-	\$	3,661	\$	3,661	\$	-	\$	62	\$	62	\$	12,061		
207	Parks and Recreation	\$	353,440	\$	-	\$	-	\$	621,950	\$	621,950	\$	326,732	\$	312,404	\$	639,136	\$	336,254		
208	Parks Fund	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
209	Recreation Fund	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
210	Boat Basin Fund	\$	187,484	\$	-	\$	-	\$	186,239	\$	186,239	\$	63,561	\$	96,292	\$	159,853	\$	213,870		
211	Huron Parks Foundation	\$	29,500	\$	-	\$	-	\$	8,500	\$	8,500	\$	-	\$	10,000	\$	10,000	\$	28,000		
212	Street Maintenance Fund	\$	161,873	\$	-	\$	-	\$	822,202	\$	822,202	\$	401,293	\$	469,387	\$	870,680	\$	113,395		
213	State Highway Fund	\$	14,957	\$	-	\$	-	\$	38,000	\$	38,000	\$	30,456	\$	15,000	\$	45,456	\$	7,501		
214	Special Fire Levy Fund	\$	594,198	\$	607,582	\$	-	\$	1,984,687	\$	2,592,269	\$	1,999,067	\$	738,735	\$	2,737,802	\$	448,665		
215	Street Lighting Levy Fund	\$	264,318	\$	-	\$	-	\$	190,712	\$	190,712	\$	7,360	\$	181,219	\$	188,578	\$	266,452		
216	Court Computer Fund	\$	43,922	\$	-	\$	-	\$	15,000	\$	15,000	\$	-	\$	45,000	\$	45,000	\$	13,922		
217	Court Capital Projects	\$	185,757	\$	-	\$	-	\$	15,000	\$	15,000	\$	-	\$	20,000	\$	20,000	\$	180,757		
218	Indigent Alcohol Treatment	\$	176,216	\$	-	\$	-	\$	6,500	\$	6,500	\$	-	\$	1,000	\$	1,000	\$	181,716		
219	Enforcement/Education Fund	\$	16,204	\$	-	\$	-	\$	2,700	\$	2,700	\$	-	\$	1,600	\$	1,600	\$	17,304		
220	Police Resource Officer Fund	\$	11,516	\$	-	\$	-	\$	82,668	\$	82,668	\$	71,040	\$	9,000	\$	80,040	\$	14,144		
222	Indigent Drivers Interlocking	\$	89,867	\$	-	\$	-	\$	4,500	\$	4,500	\$	-	\$	1,000	\$	1,000	\$	93,367		
225	Marine Patrol Grant	\$	1,104	\$	-	\$	-	\$	40,544	\$	40,544	\$	21,957	\$	18,400	\$	40,357	\$	1,291		
226	Local Coronavirus Relief Fund	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
227	ARPA Fund	\$	1,356	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,356		
232	Opioid Settlment Fund	\$	8,471	\$	-	\$	-	\$	5,854	\$	5,854	\$	-	\$	-	\$	-	\$	14,325		
270	Mandatory Fine Trust	\$	54	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	54		
271	Contraband Forfeiture Trust	\$	9,941	\$	-	\$	-	\$	5,000	\$	5,000	\$	-	\$	7,500	\$	7,500	\$	7,441		
272	Probation Fund	\$	19,940	\$	-	\$	-	\$	50,000	\$	50,000	\$	40,096	\$	600	\$	40,696	\$	29,244		
274	Fire Pension Fund	\$	16,028	\$	53,169	\$	-	\$	250,737	\$	303,906	\$	314,518	\$	927	\$	315,445	\$	4,490		
275	Police Pension Fund	\$	40,240	\$	79,753	\$	-	\$	113,588	\$	193,341	\$	211,150	\$	1,342	\$	212,492	\$	21,089		
277	Economic Development	\$	93,720	\$	-	\$	-	\$	-	\$	-	\$	-	\$	56,000	\$	56,000	\$	37,720		
290	Revolving Loans	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
298	Employee Benefit Reserve	\$	148,466	\$	-	\$	-	\$	105,500	\$	105,500	\$	71,428	\$	-	\$	71,428	\$	182,537		
299	Employee Benefit Reserve Water	\$	114,521	\$	-	\$	-	\$	5,000	\$	5,000	\$	32,602	\$	-	\$	32,602	\$	86,920		
301	G.O. Bond Retirement	\$	66,143	\$	-	\$	-	\$	741,526	\$	741,526	\$	-	\$	719,363	\$	719,363	\$	88,305		
401	Capital Improvement Fund	\$	158,777	\$	-	\$	-	\$	2,000,000	\$	2,000,000	\$	-	\$	2,108,000	\$	2,108,000	\$	50,777		
402	T.I.F.	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
403	Capital Equipment Reserve	\$	362,190	\$	-	\$	-	\$	270,000	\$	270,000	\$	-	\$	387,000	\$	387,000	\$	245,190		
420	Rye Beach TIF	\$	12,913	\$	-			\$	29,089	\$	29,089	\$	-	\$	458	\$	458	\$	41,544		
421	Sawmill Creek Improvement TIF	\$	-	\$	-			\$	125,742	\$	125,742	\$	-	\$	125,742	\$	125,742	\$			
422	Sawmill Creek Public Infrast. TIF	\$	73,889	\$	-	_		\$	324,258	\$	324,258	\$	-	\$	244,992	\$	244,992	\$	153,155		
602	Water Debt Retirement	\$	137,614	7	-	\$	-	\$	178,950	\$	178,950	\$		\$	259,241	\$	259,241	\$	57,323		
603	Water Capital Improvement	\$	545,793	\$	-	\$	-	\$	6,901,000	\$	6,901,000	\$	-	\$	6,837,000	\$	6,837,000	\$	609,793		
604	Water Fund	\$	1,853,723	\$		\$	-	\$	3,129,698	\$	3,129,698	-	1,353,434	\$	1,475,889	\$	2,829,322	\$	2,154,098		
605	Storm Water Fund	\$	34,894	\$	-	\$	-	\$	88,000	\$	88,000	\$	21,435	\$	65,300	\$	86,735	\$	36,158		
654	Electric Fund	\$	54,362	\$	-	\$	-	\$	4,493,000	\$	4,493,000	\$	257,348	\$	4,244,925	\$	4,502,273	\$	45,089		
655	Community Infrastructure Fund	\$	0	\$	-	\$	-	\$	-	\$	-	\$	-	\$		\$	-	\$	0		
701	Computer Repair/Maintenance	\$	5,771	\$	-	\$	-	\$	53,000	\$	53,000	\$	-	\$	35,000	\$	35,000	\$	23,771		
703	Healthcare	\$	394,787	\$	-	\$		\$	1,301,716	\$	1,301,716	_	1,240,431	\$	-	\$	1,240,431	\$	456,072		
804	Credit Memo Fund	\$	9,863	\$		\$		\$	-	\$	-	\$	-	\$		\$	-	\$	9,863		
850	Developers Deposits Fund		-	\$	-	\$		\$	- 445 000	\$	- 445,000	\$	-	\$	- 445,000	\$	- 445 000	\$	-		
860	Huron Area Joint Rec. District	\$	0	\$	-	\$		\$	445,000	\$	445,000	\$	-	\$	445,000	\$	445,000	\$	0		
863	State Patrol Fund	<del>-</del>	25,482	\$	-	\$		\$	18,000	\$	18,000	\$		\$	16,716	\$	16,716	\$	26,766		
865 870	Public Safety Technology	\$		\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$			
876	Fire Damaged Structure Fund Huron Rescue Squad Fund	-	22,578 44,819	\$	-	\$	-	\$	11.650	\$	11.650	\$	-	\$	33,500	\$	33,500	\$	22,578 22,969		
	<u>'</u>	\$	27,761	-	-	\$		<del>-</del>	,	<del>-</del>	4,883	\$	-	\$	33,500	\$	33,500	\$	32,644		
899	Unclaimed Monies Fund TOTAL ALL FUNDS	\$		\$ \$ 1	.,112,683	\$ <b>\$</b>	152,000	\$	4,883	\$		+ -	-	_		<del>-</del>	31,892,168	\$			
	IOTAL ALL FUNDS	>	8,031,899	1 د	,112,683	Þ	152,000	. د ا	30,700,349	>	31,965,031	13	8,617,945	Þ	23,274,224	Þ	31,892,168	>	8,104,762		

#### City of Huron

Comparable Statements FY2021-FY2023

		2023 Estimated Expenditures					ures	
		F	Personnel		Other	Total		
Fund			Services	l	Expenses		TOLAI	
110	General Fund	\$	2,088,758	\$	3,546,267	\$	5,635,026	
111	Special Warrants	\$	2,540	\$	_	\$	2,540	
201	Garbage, Recycling and Yard Waste	\$	36,114	\$	947,300	\$	983,414	
202	Property Maintenance	\$	-	\$	62	\$	62	
207	Parks and Recreation	\$	317,216	\$	393,472	\$	710,688	
208	Parks Fund	\$	-	\$	-	\$	-	
209	Recreation Fund	\$	-	\$	-	\$	-	
210	Boat Basin Fund	\$	61,710	\$	202,402	\$	264,112	
211	Huron Parks Foundation	\$	-	\$	11,687	\$	11,687	
212	Street Maintenance Fund	\$	389,605	\$	515,429	\$	905,034	
213	State Highway Fund	\$	29,568	\$	15,000	\$	44,568	
214	Special Fire Levy Fund	\$	1,940,842	\$	1,072,812	\$	3,013,654	
215	Street Lighting Levy Fund	\$	7,145	\$	181,087	\$	188,232	
216	Court Computer Fund	\$	-	\$	75,560	\$	75,560	
217	Court Capital Projects	\$	-	\$	50,000	\$	50,000	
218	Indigent Alcohol Treatment	\$	-	\$	1,000	\$	1,000	
219	Enforcement/Education Fund	\$	_	\$	1,600	\$	1,600	
220	Police Resource Officer Fund	\$	68,970	\$	-	\$	68,970	
222	Indigent Drivers Interlocking	\$	-	\$	1,000	\$	1,000	
225	Marine Patrol Grant	\$	21,957	\$	19,942	\$	41,899	
226	Local Coronavirus Relief Fund	\$	,	\$		\$	-	
227	ARPA Grant Fund	\$	_	\$	360,577	\$	360,577	
232	Opioid Settlment Fund	\$	_	\$	-	\$	-	
270	Mandatory Fine Trust	\$	_	\$	_	\$	_	
271	Contraband Forfeiture Trust	\$	-	\$	7,500	\$	7,500	
272	Probation Fund	\$	37,075	\$	600	\$	37,675	
274	Fire Pension Fund	\$	305,357	\$	900	\$	306,257	
275	Police Pension Fund	\$	205,000	\$	1,303	\$	206,303	
277	Economic Development	\$	-	\$	86,764	\$	86,764	
290	Revolving Loans	\$	_	\$	-	\$	-	
298	Employee Benefit Reserve	\$	69,348	\$	-	\$	69,348	
299	Employee Benefit Reserve Water	\$	31,652	\$	_	\$	31,652	
301	G.O. Bond Retirement	\$	-	\$	833,632	\$	833,632	
401	Capital Improvement Fund	\$	_	\$	4,583,918	\$	4,583,918	
402	T.I.F.	\$	_	\$	-	\$	-	
403	Capital Equipment Reserve	\$	_	\$	1,362,702	\$	1,362,702	
420	Rye Beach TIF	\$	-	\$	44,858	\$	44,858	
421	Sawmill Creek Improvement TIF	\$	_	\$	2,063,335	\$	2,063,335	
422	Sawmill Creek Public Infrast. TIF	\$	_	\$	2,976,973	\$	2,976,973	
602	Water Debt Retirement	\$	-	\$	283,261	\$	283,261	
603	Water Capital Improvement	\$	_	\$	1,733,245	\$	1,733,245	
604	Water Fund	\$	1,314,014	\$	1,930,215	\$	3,244,229	
605	Storm Water Fund	\$	20,811	\$	90,836	\$	111,647	
654	Electric Fund	\$	249,852	\$	4,141,880	\$	4,391,732	
655	Community Infrastructure Fund	\$	-	\$	551,930	\$	551,930	
	Computer Repair/Maintenance	\$	_	\$	122,326	\$	122,326	
	Healthcare	\$	1,204,302	\$	,520	\$	1,204,302	
804	Credit Memo Fund	\$		\$	-	\$		
850	Developers Deposits Fund	\$	-	\$	-	\$	_	
860	Huron Area Joint Rec. District	\$		\$	444,122	\$	444,122	
863	State Patrol Fund	\$	_	\$	16,716	\$	16,716	
865	Public Safety Technology	\$		\$	-	\$	- 10,710	
870	Fire Damaged Structure Fund	\$	_	\$	_	\$		
876	Huron Rescue Squad Fund	\$	-	\$	33,321	\$	33,321	
899	Unclaimed Monies Fund	\$		\$	-	\$		
333	TOTAL ALL FUNDS	\$	8,401,836		28,705,535	_	37,107,371	
		, ,	3,701,030			, ,	.,,10,,3,1	

	2022 Actual Expenditures									
F	ersonnel									
	Services	Otl	ner Expenses		Total					
\$	2,056,857	\$	3,721,461	\$	5,778,318					
\$	1,676	\$	-	\$	1,676					
\$	35,243	\$	932,145	\$	967,387					
\$	-	\$	31	\$	31					
\$	389,137	\$	234,126	\$	623,263					
\$	-	\$	-	\$	-					
\$	_	\$	_	\$	_					
\$	64,436	\$	134,780	\$	199,215					
\$	04,430	\$	6,809	\$	6,809					
\$	363,327	\$	379,399	\$	742,725					
\$	29,185	\$	20,000	\$	49,185					
\$	1,831,936	\$	643,664	\$	2,475,601					
\$		\$		\$	130,921					
$\overline{}$	6,945		123,976							
\$		\$	86,454	\$	86,454					
\$	-	\$	4,395	\$	4,395					
\$	-	\$	-	\$	-					
\$	72 200	\$	556	\$	556					
\$	73,396	\$	9,372	\$	82,768					
\$	-	\$		\$						
\$	23,647	\$	17,393	\$	41,040					
\$	-	\$	-	\$	-					
\$	-	\$	221,172	\$	221,172					
\$	-	\$	-	\$	-					
\$	-	\$	-	\$	-					
\$	-	\$	2,032	\$	2,032					
\$	35,127	\$	169	\$	35,296					
\$	294,639	\$	853	\$	295,492					
\$	209,113	\$	1,271	\$	210,384					
\$	-	\$	132,019	\$	132,019					
\$	-	\$	-	\$	-					
\$	73,384	\$	-	\$	73,384					
\$	26,586	\$	-	\$	26,586					
\$	-	\$	877,505	\$	877,505					
\$	-	\$	1,238,574	\$	1,238,574					
\$	-	\$	-	\$	-					
\$	-	\$	329,675	\$	329,675					
\$	-	\$	408	\$	408					
\$	-	\$	2,026,730	\$	2,026,730					
\$	-	\$	13,165	\$	13,165					
\$	-	\$	247,792	\$	247,792					
\$	-	\$	2,645,962	\$	2,645,962					
\$	1,306,272	\$	1,592,236	\$	2,898,508					
\$	20,001	\$	56,218	\$	76,218					
\$	231,394	\$	4,005,746	\$	4,237,139					
\$	-	\$	42,406	\$	42,406					
\$	-	\$	44,359	\$	44,359					
\$	1,035,149	\$	-	\$	1,035,149					
\$		\$	-	\$	-					
\$	-	\$	-	\$	-					
\$	-	\$	494,059	\$	494,059					
\$	_	\$	15,163	\$	15,163					
\$		\$		\$						
\$		\$		\$						
\$		\$	13,809	\$	13,809					
	-									
\$ <b>\$</b>	9 107 440	\$ <b>\$</b>	250	\$ <b>\$</b>	250					
_>	8,107,449	٦_	20,316,133	Þ	28,423,582					

Personnel Services         Cother Expenses         Total           \$ 1,824,122         \$ 2,881,514         \$ 4,705,636           \$ 3,116         \$ -         \$ 3,116           \$ 37,256         \$ 817,503         \$ 854,759           \$ -         \$ 13,904         \$ 13,904           \$ 374,545         \$ 206,290         \$ 580,835           \$ 6,404         \$ 207,845         \$ 214,249           \$ 4,773         \$ 128,671         \$ 133,444           \$ 42,931         \$ 4,242         \$ 87,173           \$ -         \$ 5,088         \$ 5,088           \$ 278,842         \$ 385,685         \$ 664,527           \$ 1,730,439         \$ 615,461         \$ 2,345,900           \$ 11,249         \$ 172,214         \$ 183,463           \$ -         \$ 24,464         \$ 24,464           \$ -         \$ 1,256         \$ 1,256           \$ 1,1249         \$ 172,214         \$ 183,463           \$ -         \$ 1,422         \$ 1,422           \$ 59,439         \$ 5,800         \$ 65,239           \$ -         \$ 1,422         \$ 1,422           \$ 24,669         \$ 15,190         \$ 39,888           \$ -         \$ 139,302         \$ 139,302	2021 Actual Expenditures									
Services         Expenses           \$ 1,824,122         \$ 2,881,514         \$ 4,705,636           \$ 3,116         \$	F									
\$         3,116         \$          \$         3,116           \$         37,256         \$         817,503         \$         854,759           \$          \$         13,904         \$         13,904           \$         374,545         \$         206,290         \$         580,835           \$         6,404         \$         207,845         \$         214,249           \$         4,773         \$         128,671         \$         133,444           \$         42,931         \$         44,242         \$         87,173           \$          \$         5,088         \$         5,088           \$         278,842         \$         385,685         \$         664,527           \$         1,730,439         \$         615,461         \$         2,345,900           \$         11,249         \$         172,214         \$         183,463           \$          \$         1,256         \$         1,256           \$          \$         1,256         \$         1,422           \$          \$         1,256         \$         1,422 <th></th> <th>Services</th> <th>ı</th> <th>Expenses</th> <th></th> <th>iotai</th>		Services	ı	Expenses		iotai				
\$         3,116         \$          \$         3,116           \$         37,256         \$         817,503         \$         854,759           \$          \$         13,904         \$         13,904           \$         374,545         \$         206,290         \$         580,835           \$         6,404         \$         207,845         \$         214,249           \$         4,773         \$         128,671         \$         133,444           \$         42,931         \$         44,242         \$         87,173           \$          \$         5,088         \$         5,088           \$         278,842         \$         385,685         \$         664,527           \$         1,730,439         \$         615,461         \$         2,345,900           \$         11,249         \$         172,214         \$         183,463           \$          \$         1,256         \$         1,256           \$          \$         1,256         \$         1,422           \$          \$         1,256         \$         1,422 <th>\$</th> <th>1,824,122</th> <th>\$</th> <th>2,881,514</th> <th>\$</th> <th>4,705,636</th>	\$	1,824,122	\$	2,881,514	\$	4,705,636				
\$         37,256         \$         817,503         \$         854,759           \$         -         \$         13,904         \$         13,904           \$         374,545         \$         206,290         \$         580,835           \$         4,773         \$         128,671         \$         133,444           \$         44,242         \$         87,173         \$         5,088         \$         5,088           \$         -         \$         5,088         \$         5,088         \$         5,088           \$         278,842         \$         385,685         \$         664,527         \$         1,256         \$         40,205           \$         1,730,439         \$         615,461         \$         2,345,900         \$         15,155         \$         40,205         \$         1,256         \$         1,256         \$         1,256         \$         1,256         \$         1,256         \$         1,256         \$         1,256         \$         1,256         \$         1,256         \$         1,256         \$         1,256         \$         1,256         \$         1,256         \$         1,256         \$			_	-	-					
\$				817,503						
\$         6,404         \$         207,845         \$         214,249           \$         4,773         \$         128,671         \$         133,444           \$         42,931         \$         44,242         \$         87,173           \$         -         \$         5,088         \$         5,088           \$         278,842         \$         385,685         \$         664,527           \$         1,730,439         \$         615,461         \$         2,345,900           \$         11,249         \$         172,214         \$         183,463           \$         -         \$         24,464         \$         24,464           \$         -         \$         1,256         \$         1,256           \$         -         \$         1,256         \$         1,256           \$         -         \$         1,256         \$         1,256           \$         -         \$         1,256         \$         1,256           \$         -         \$         1,256         \$         1,452           \$         -         \$         1,452         \$         1,422	\$	-	\$		\$					
\$ 4,773         \$ 128,671         \$ 133,444           \$ 42,931         \$ 44,242         \$ 87,173           \$ -         \$ 5,088         \$ 5,088           \$ 278,842         \$ 385,685         \$ 664,527           \$ 1730,439         \$ 15,155         \$ 40,205           \$ 1,730,439         \$ 165,461         \$ 2,345,900           \$ 11,249         \$ 172,214         \$ 183,463           \$ -         \$ 24,464         \$ 24,464           \$ -         \$ 1,256         \$ 1,256           \$ -         \$ 1,256         \$ 1,256           \$ -         \$ 1,256         \$ 1,256           \$ -         \$ 1,256         \$ 1,256           \$ -         \$ 1,256         \$ 1,256           \$ -         \$ 1,256         \$ 1,256           \$ -         \$ 1,256         \$ 1,256           \$ -         \$ 1,256         \$ 1,222           \$ 59,439         \$ 5,800         \$ 65,239           \$ -         \$ 139,302         \$ 139,302           \$ 24,698         \$ 15,190         \$ 39,888           \$ -         \$ 4,638         \$ 4,638           \$ -         \$ 4,638         \$ 4,638           \$ -         \$ 139,302         \$ 39,838<	\$	374,545	\$	206,290	\$	580,835				
\$ 4,773         \$ 128,671         \$ 133,444           \$ 42,931         \$ 44,242         \$ 87,173           \$ -         \$ 5,088         \$ 5,088           \$ 278,842         \$ 385,685         \$ 664,527           \$ 25,049         \$ 15,155         \$ 40,205           \$ 1,730,439         \$ 615,461         \$ 2,345,900           \$ 11,249         \$ 172,214         \$ 183,463           \$ -         \$ 24,464         \$ 24,464           \$ -         \$ 1,256         \$ 1,256           \$ -         \$ 1,422         \$ 1,422           \$ 59,439         \$ 5,800         \$ 65,239           \$ -         \$ 1,422         \$ 1,422           \$ 59,439         \$ 5,800         \$ 65,239           \$ -         \$ 533         \$ 533           \$ -         \$ 139,302         \$ 139,302           \$ -         \$ 139,302         \$ 139,302           \$ -         \$ 4,638         \$ 4,638           \$ -         \$ 4,638         \$ 4,540           \$ 39,520         \$ 139,302         \$ 31,032           \$ 203,615         \$ 1,061         \$ 204,676           \$ 229,369         \$ -         \$ 229,369           \$ 35,437         \$ -	\$	6,404	\$	207,845	\$	214,249				
\$         5,088         \$         5,088           \$         278,842         \$         385,685         \$         664,527           \$         25,049         \$         15,155         \$         40,205           \$         1,730,439         \$         615,461         \$         2,345,900           \$         11,249         \$         172,214         \$         183,463           \$         -         \$         24,464         \$         24,464           \$         -         \$         1,256         \$         1,256           \$         -         \$         1,422         \$         1,422           \$         59,439         \$         5,800         \$         65,239           \$         -         \$         -         \$         -           \$         24,698         \$         15,190         \$         39,888           \$         -         \$         139,302         \$         139,302           \$         -         \$         139,302         \$         139,302           \$         -         \$         4,540         \$         4,540         \$         39,838         \$	\$	4,773	\$		\$	133,444				
\$         5,088         \$         5,088           \$         278,842         \$         385,685         \$         664,527           \$         25,049         \$         15,155         \$         40,205           \$         1,730,439         \$         615,461         \$         2,345,900           \$         11,249         \$         172,214         \$         183,463           \$         -         \$         24,464         \$         24,464           \$         -         \$         1,256         \$         1,256           \$         -         \$         1,422         \$         1,422           \$         59,439         \$         5,800         \$         65,239           \$         -         \$         -         \$         -           \$         24,698         \$         15,190         \$         39,888           \$         -         \$         139,302         \$         139,302           \$         -         \$         139,302         \$         139,302           \$         -         \$         4,540         \$         4,540         \$         39,838         \$	\$	42,931	\$	44,242	\$	87,173				
\$ 17,30,439         \$ 615,461         \$ 2,345,900           \$ 11,249         \$ 172,214         \$ 183,463           \$ -         \$ 24,464         \$ 24,464           \$ -         \$ 1,256         \$ 1,256           \$ -         \$ 1,256         \$ 1,256           \$ -         \$ 1,422         \$ 1,422           \$ 59,439         \$ 5,800         \$ 65,239           \$ 24,698         \$ 15,190         \$ 39,888           \$ -         \$ 533         \$ 339,838           \$ -         \$ 139,302         \$ 139,302           \$ -         \$ 4,638         \$ 4,638           \$ -         \$ 4,638         \$ 4,638           \$ -         \$ 4,540         \$ 4,540           \$ 39,520         \$ 319,323         \$ 707           \$ 310,323         \$ 707         \$ 311,030           \$ 203,615         \$ 1,061         \$ 204,676           \$ 229,369         \$ -         \$ 229,369           \$ -         \$ 887,068         \$ 887,068           \$ 35,437         \$ -         \$ 35,437           \$ -         \$ 1,768,983         \$ 1,768,983           \$ -         \$ 1,768,983         \$ 1,768,983           \$ -         \$ 1,99,984         <		-	\$	5,088	\$	5,088				
\$ 1,730,439         \$ 615,461         \$ 2,345,900           \$ 11,249         \$ 172,214         \$ 183,463           \$ -         \$ 24,464         \$ 24,464           \$ -         \$ 1,256         \$ 1,256           \$ -         \$ 1,256         \$ 1,256           \$ -         \$ 1,422         \$ 1,422           \$ 59,439         \$ 5,800         \$ 65,239           \$ 24,698         \$ 15,190         \$ 39,888           \$ -         \$ 533         \$ 333           \$ -         \$ 139,302         \$ 139,302           \$ -         \$ 4,638         \$ 4,638           \$ -         \$ 4,638         \$ 4,638           \$ -         \$ 4,638         \$ 4,638           \$ 39,520         \$ 319,302         \$ 39,838           \$ 39,520         \$ 319,302         \$ 39,838           \$ 203,615         \$ 1,061         \$ 204,676           \$ 203,615         \$ 1,061         \$ 204,676           \$ 229,369         \$ -         \$ 229,369           \$ 35,437         \$ -         \$ 35,437           \$ -         \$ 1,768,983         \$ 1768,983           \$ -         \$ 199,984         \$ 199,984           \$ -         \$ 199,984 <t< td=""><th>\$</th><td>278,842</td><th>\$</th><td>385,685</td><th>\$</th><td>664,527</td></t<>	\$	278,842	\$	385,685	\$	664,527				
\$ 11,249         \$ 172,214         \$ 183,463           \$ -         \$ 24,464         \$ 24,464           \$ -         \$ 1,256         \$ 1,256           \$ -         \$ 1,256         \$ 1,256           \$ -         \$ 1,422         \$ 1,422           \$ 59,439         \$ 5,800         \$ 65,239           \$ -         \$ -         \$ -           \$ 24,698         \$ 15,190         \$ 39,888           \$ -         \$ 533         \$ 533           \$ -         \$ 139,302         \$ 139,302           \$ -         \$ 4,638         \$ 4,638           \$ -         \$ 4,638         \$ 4,540           \$ 39,520         \$ 319,33         \$ 39,838           \$ -         \$ 4,638         \$ 4,638           \$ -         \$ 4,638         \$ 4,638           \$ -         \$ 4,540         \$ 4,540           \$ 39,520         \$ 311,030         \$ 204,676           \$ 203,615         \$ 1,061         \$ 204,676           \$ 229,369         \$ -         \$ 229,369           \$ 35,437         \$ -         \$ 35,437           \$ -         \$ 1,768,983         \$ 1,768,983           \$ -         \$ 199,984         \$ 199,984 <t< td=""><th>\$</th><td>25,049</td><th>\$</th><td>15,155</td><th>\$</th><td>40,205</td></t<>	\$	25,049	\$	15,155	\$	40,205				
\$         -         \$         24,464         \$         24,464           \$         -         \$         1,256         \$         1,256           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         59,439         \$         5,800         \$         65,239           \$         -         \$         5,800         \$         65,239           \$         -         \$         5,33         \$         533           \$         -         \$         139,302         \$         139,302           \$         -         \$         139,302         \$         139,302           \$         -         \$         1,540         \$         4,638         \$         4,638           \$         -         \$         4,638         \$         4,638         \$         4,638           \$         -         \$         4,540         \$         4,540         \$         39,838           \$         -         \$         1,046	\$	1,730,439	\$	615,461	\$	2,345,900				
\$         -         \$         1,256         \$         1,256           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         59,439         \$         5,800         \$         65,239           \$         -         \$         -         \$         -         \$         -         \$         39,888           \$         -         \$         533         \$         533         \$         533         \$         533         \$         -         \$         139,302         \$         139,302         \$         139,302         \$         139,302         \$         139,302         \$         139,302         \$         139,302         \$         139,302         \$         139,302         \$         139,302         \$         139,302         \$         139,302         \$         1,463         \$         4,638         \$         4,638         \$         4,638         \$         4,638         \$         4,638         \$         4,638         \$         1,404         \$         21,	\$	11,249	\$	172,214	\$	183,463				
\$         -         \$         -         \$         -           \$         -         \$         1,422         \$         1,422           \$         59,439         \$         5,800         \$         65,239           \$         -         \$         -         \$         -           \$         24,698         \$         15,190         \$         39,888           \$         -         \$         139,302         \$         139,302           \$         -         \$         139,302         \$         139,302           \$         -         \$         14,638         \$         4,638           \$         -         \$         4,540         \$         4,540           \$         39,520         \$         319         \$         39,838           \$         310,323         \$         707         \$         311,030           \$         203,615         \$         1,061         \$         204,676           \$         -         \$         214,484         \$         214,484           \$         -         \$         2229,369         -         \$         2229,369	\$	-	\$	24,464	\$	24,464				
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\$         -         \$         1,422         \$         1,422           \$         59,439         \$         5,800         \$         65,239           \$         -         \$         -         \$         -           \$         24,698         \$         15,190         \$         39,888           \$         -         \$         533         \$         533           \$         -         \$         139,302         \$         139,302           \$         -         \$         4,638         \$         4,638           \$         -         \$         4,540         \$         4,540           \$         39,520         \$         319         \$         39,838           \$         310,323         \$         707         \$         311,030           \$         203,615         \$         1,061         \$         204,676           \$         -         \$         214,484         \$         214,484           \$         -         \$         229,369         \$         -         \$         229,369           \$         -         \$         887,068         \$         887,068										
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\$         226,969         \$         6,345,954         \$         6,572,923           \$         -         \$         241,405         \$         241,405           \$         -         \$         47,498         \$         47,498           \$         1,092,460         \$         66         \$         1,092,526           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         -         \$         431,443         \$         431,443           \$         -         \$         11,004         \$         11,004           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         -         \$         -         \$<										
\$         -         \$         241,405         \$         241,405           \$         -         \$         47,498         \$         47,498           \$         1,092,460         \$         66         \$         1,092,526           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         -         \$         431,443         \$         431,443           \$         -         \$         11,004         \$         11,004           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         -         \$         -         \$         -           \$         -         \$         -         \$         - <th></th> <th></th> <th></th> <th></th> <th></th> <th></th>										
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