



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

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, August 22, 2023 @ 6:30 PM

City Council Chambers
417 Main Street
Huron, Ohio 44839

LIVESTREAM MEETING INFORMATION

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

- I. Call To Order** Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council**
- III. Approval of Minutes**
 - III.a** Minutes of the joint work session of City Council and the Planning Commission of November 16, 2022.
 - III.b** Minutes of the Council work session of January 24, 2023.
 - III.c** Minutes of the regular Council meeting of July 25, 2023.
 - III.d** Minutes of the regular Council meeting of August 8, 2023
- IV. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- V. Presentations**
 - V.a** Berlin Road Park Presentation by City Architecture
- VI. Old Business**
 - VI.a** Ordinance No. 2023-19 (**third and final reading**) (*submitted by Cory Swaisgood*)
An ordinance establishing the rate for residential solid waste collection and disposal and certifying the costs of same to the Erie County Fiscal Officer for placement on the tax duplicate in 2024.
 - VI.b** Ordinance No. 2023-22 (**third and final reading**) (*submitted by Andrea Rocco*)
An ordinance amending and restating Chapter 161 Division of Personnel of the Codified Ordinances of the City of Huron.
 - VI.c** Ordinance No. 2023-23 (**third and final reading**) (*submitted by Andrea Rocco*)
An ordinance amending and restating Chapter 163 Employment Provisions of the Codified Ordinances of the City of Huron.
 - VI.d** Ordinance No. 2023-27 (**second reading**) (*submitted by Cory Swaisgood*)
An ordinance determining to proceed with the improvement of certain public places in the City by lighting.

VI.e Ordinance No. 2023-28 (**second reading**) (*submitted by Cory Swaisgood*)

An ordinance levying special assessments for the improvement of certain public places in the City by lighting.

VII. New Business

VII.a Resolution No. 59-2023 (*submitted by Stuart Hamilton*)

A resolution authorizing an agreement with OHM Advisors for the provision of engineering survey, design, bidding and construction administration services for sidewalk installation on Cleveland Rd. E. from Gateway Blvd. to Anchorage Circle as part of the Cleveland Road East Sidewalk Extension to Huron Green Project, in the amount of \$34,000.

VII.b Resolution No. 60-2023 (***submitted by Jack Evans***)

A resolution authorizing an agreement with R.A. Bores Excavating, Inc. for replacement of a damaged water main on Sawmill Parkway in an amount not to exceed \$105,876.00.

VII.c Resolution No. 61-2023 (***submitted by Jack Evans***)

A resolution authorizing an application to the Ohio Public Works Commission (OPWC) SCIP and LTIP Program Year 38, FY 2025 to request grant and/or loan funding relating to the Huron Water Treatment Plant Secondary Intake Project, in an amount not to exceed \$262,500.

VII.d Motion to set the re-zoning application of Sawmill Creek LLC on parcels annexed into the City of Huron from the current R-1 Single Family Residential to B-3 General Business for a Public Hearing to be held on September 26, 2023 at 6:30pm in Council Chambers.

VIII. City Manager's Discussion

IX. Mayor's Discussion

X. For the Good of the Order

XI. Executive Session(s)

Executive session to confer with legal counsel regarding pending litigation.

XII. Adjournment



HURON BERLIN PARK

City of Huron | Conceptual Design Package | 08.22.2023

- Progress made to-date
- Site Analysis
- Discuss overall site & approach
- Design Concept
- Budget Estimates

- Progress made to-date
- Site Analysis
- Discuss overall site & approach
- Design Concept
- Budget Estimates





City
Architecture

ARCHITECT'S
FIELD REPORT

Project: Huron Berlin Park Concept

Owner: City of Huron, Ohio

Contractor: N/A

Architect: City Architecture, Inc.
12205 Larchmere Blvd.
Cleveland, OH 44120

Architect's Project Number: 23010

Date: March 13, 2023

Time: 1:00pm

Weather: Clouds, snow

Temp. Range: +/-30°F

Est. % of Completion: N/A

Conformance with Schedule (+/-): N/A

Present at Site: Doug Steinwart, Stuart Hamilton, Alex Pesta, Julia Bohlen

Work In Progress / Observations / Discussions:

EXECUTIVE SUMMARY

On March 13, 2023, a visit to the site and barn on the future Berlin Road park site revealed the conditions of the existing barn occupying part of the site. The barn in its current state suffers from major weather damage, lack of upkeep/maintenance, and inconsistent construction methods, as well as little to no historic significance, rendering its possibilities for renovation and future use unlikely.

The structure, once a barn for horses, and later a residence, now sits vacant on the site. The community of Huron fondly remembers the art classes that took place inside the barn, but the structure in its current state is unsafe and uninhabitable.

Unconventional construction methods and additions to the building over time have compromised the structural integrity, and additional factors including weather damage (leaking, organic material growth) and insect damage to structural members cause safety concerns and make the building unoccupiable, even for short periods of time. The second floor space of the structure is inaccessible due to severely compromised structural integrity.

The lack of any form of climate control within the structure has created a space that is uncomfortable for occupation. No HVAC or electrical equipment is present, and the barn lacks any kind of insulation to protect the spaces from the elements. The disrepair of many of the doors and windows contribute to additional damage and deterioration. Plumbing and sanitation are also lacking from the site.

The current state of the barn presents significant risks to the health and safety of anyone inside and its chances for preservation are highly unlikely and costly. It is recommended that the structure be demolished, as renovation costs outweigh the value the existing building offers. The report below outlines the conditions observed.

Attachments:

Report By: (City Architecture, Inc.)

Copies To:

12205 Larchmere Blvd. Cleveland, Ohio 44120

P 216.881.2444

www.cityarch.com

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Architect's Field Report:

March 13, 2023

Huron Berlin Park Concept


DOORS: Variety of doors are present, ranging from inoperable sliding barn doors, large swinging doors (individual panels and hinges) and pre-hung replacement units. Doors' materials consist of unfinished plywood, clapboard, and fiberglass. All doors have failed and are either inoperative or have significant binding issues likely due to sagging, water damage and improper construction/ lack of maintenance. As such, they do not provide sufficient sealing and weather protection. All units require replacement.

ROOF: A full roof inspection was not conducted due to structural concerns and lack of access. Roof materials have fully failed, as evidenced by water infiltration on the structure's interior. Gutters and downspouts are present in some locations, but do not fully surround water-shedding slopes. A complete roof tear off, including sheathing is required. Additionally, all roof structure/rafters appear to be undersized and have failed due to water/insect damage. Assessment concludes none of the roof material or structure is salvageable and requires a full replacement.


EXTERIOR CONCRETE SLABS: Much of the building is surrounded by concrete slabs. Slabs' conditions appear to be in adequate condition for non-vehicular loading. A full-depth analysis was not conducted and should be completed if any new structures or loading (beyond pedestrian) is anticipated. Any sub-surface materials/compaction and reinforcement has not been observed as part of this report, and must be determined if additional loading is anticipated.

Interior Materials


STRUCTURE ADDITIONS: All exterior walls have failed and/or demonstrate substandard construction. Bottom sills are not elevated from concrete slabs and do not appear to be anchored appropriately. Additionally, significant water/insect damage is noted that significantly compromises the structure's integrity. Vertical wood framing/studs are not consistent; exterior sheathing (see note above) appears to be providing lateral stability for structure. Due to the condition of the exterior sheathing, the



Interior ceiling with water damage



Exterior concrete slab outside of barn



Interior wall framing with inconsistent construction

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Architect's Field Report:

March 13, 2023

Huron Berlin Park Concept

structure's additions are unsafe and should not be occupied. Finally, the addition's roof structure/joists are undersized, and beams appear to be pieced together, without consistency. See note about roof materials and recommendation. Concrete floor slabs appear to be in moderate condition – however, it is noted that various locations have been underwater/wet due to water infiltration and may be stained or compromised due to freeze/thaw conditions. Additionally, it is unlikely the slabs are insulated, which limits use and comfort.

Original Barn Structure

FOUNDATION: Concrete masonry units are present in the barn's perimeter, and appear to be in adequate condition. However, the foundation's depth is unknown and should be further explored (depth extending below frost level) before additional work is performed. Due to the recommendations related to the roof/structure, additional loading calculations may be required, should the building be salvaged and reconstructed.


FLOOR SLABS: Appear to be in adequate condition. Some heaving/sloping is observed and is indicative of freeze/thaw cycles and present groundwater. Additionally, it is unlikely the slabs are insulated, which limits use and comfort.

PLUMBING: No plumbing fixtures or drains are present. Any future use would include significant trenching to create adequate pipe-pitch and drainage. This work would require future structural considerations as it may undermine the foundation and floor slabs.


ELECTRICAL: None present.

HVAC: None present.


INTERIOR MATERIALS: Central massing shows potential of original exterior siding (before additions). Materials are mostly painted. Areas of rot and damage are evident throughout and most trim is missing/damaged. Further, due to the nature of the structure additions, the original exterior barn materials are damaged and compromised.



Interior wall construction with inconsistent materials



Interior floor slabs



Wood structural posts, eastern wall with insect damage

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Architect's Field Report:

March 13, 2023


Huron Berlin Park Concept

STRUCTURAL POSTS: Old-growth/hewn wood posts provide primary support for the original barn's exterior walls. The western posts appear to be in adequate condition, with slight modifications made over time (some cutting and additional material attached). In contrast, the eastern walls' structural posts demonstrate heavy deterioration. Upon observation, made possible through exploratory demolition, the posts appear to have sustained termite/insect damage. It is assumed, their structural integrity is diminished.


SECOND FLOOR STRUCTURE: Floor joists appear to be undersized and compromised. A non-original 4x4 beam is supported by steel posts appears to be installed as an emergency measure due to sagging/ deformed floor structure elements. Based on the observed sagging and water stains, it is assumed the floor structure is unsuitable for occupancy. Further, it appears the floor joists are not pocketed or supported by the exterior walls' framing. Mechanical fasteners (nails) appear to be supporting the entire floor structure. Nails' shear structural capacity is insufficient and their condition is rusted due to water infiltration, further reducing their integrity. The second floor should not be occupied and appears unsafe.

ROOF STRUCTURE (Interior observations): Observations were made from the ground floor due to instability of the second floor structural system. The roof structure is heavily water damaged, rotted and missing in several locations. Additionally, 2x4 collar ties have been previously installed, likely to avoid the structure's lateral failure due to compromised materials. Finally, from interior vantage points, gaps are evident in the roof sheathing/boards and daylight is clearly visible. These gaps are currently allowing significant water infiltration, which is further damaging remaining materials.

GENERAL NOTE: Significant presence of organic material/growth is present on most interior roof surfaces. It is unclear the type of growth and further testing is recommended before removal/mitigation due to airborne contaminate concerns.



Walls of second floor structure: sagging and damaged



Roof structure showing water damage and collar ties

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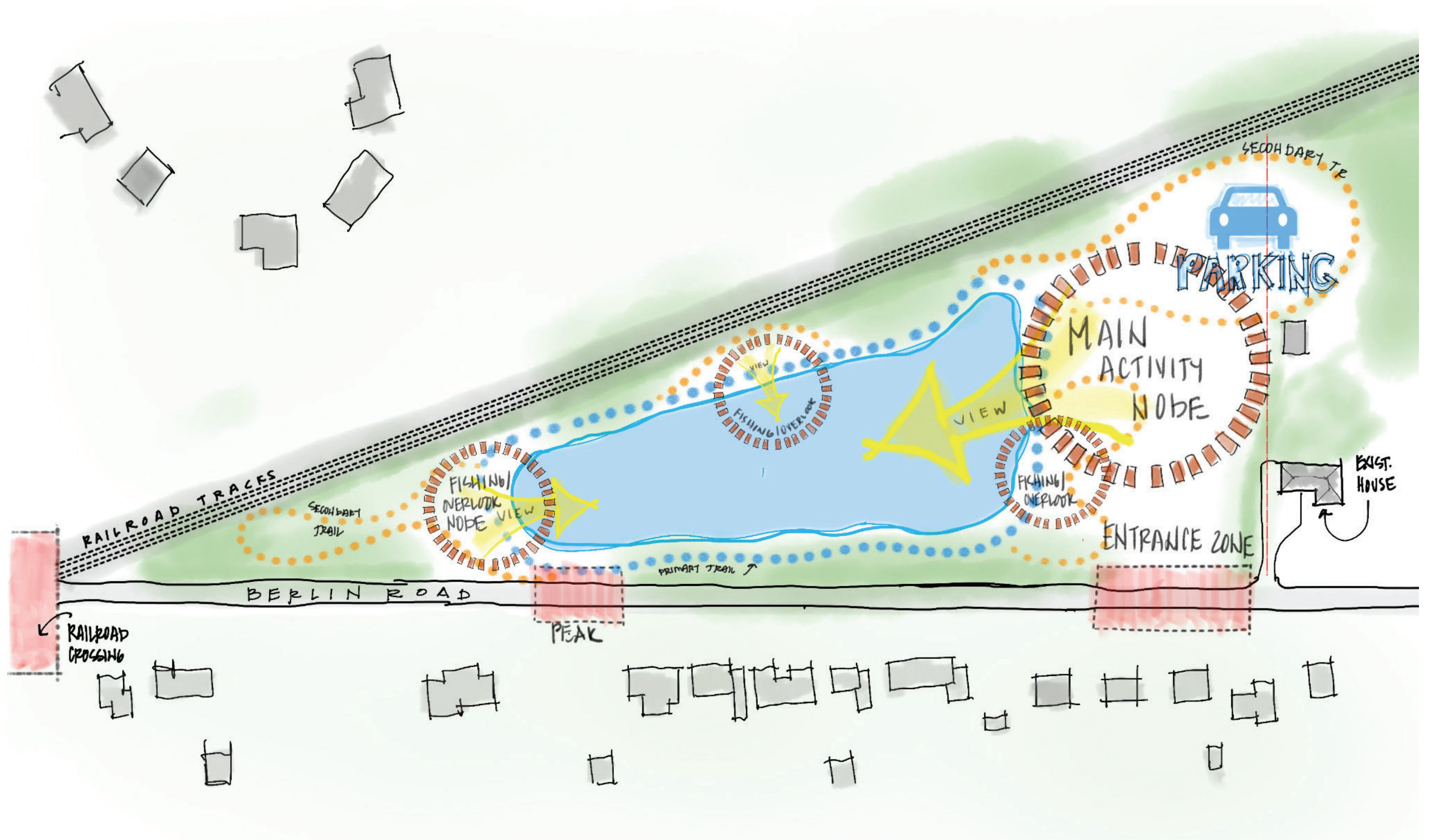
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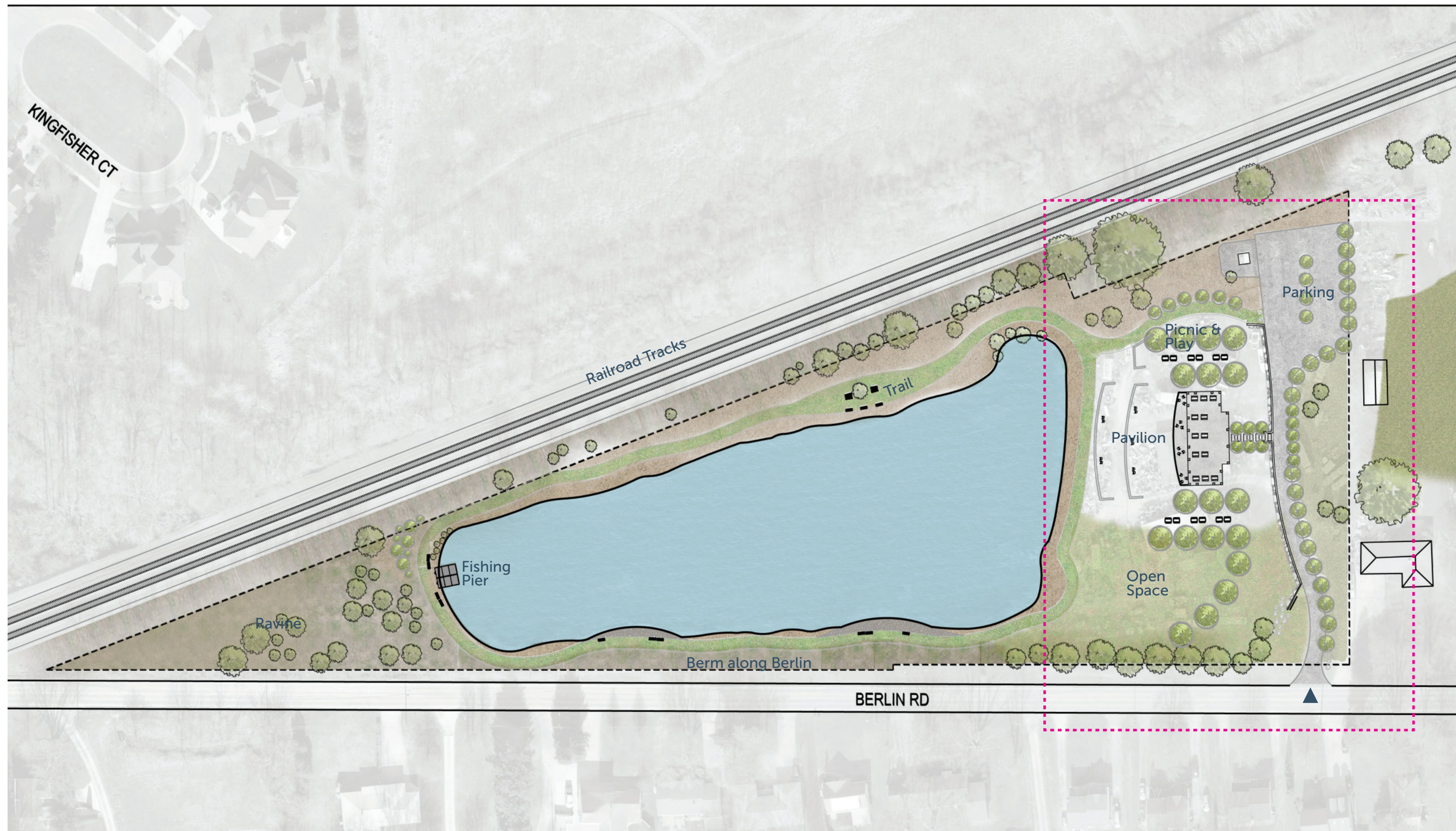
HURON BERLIN PARK | Structure Observation & Analysis

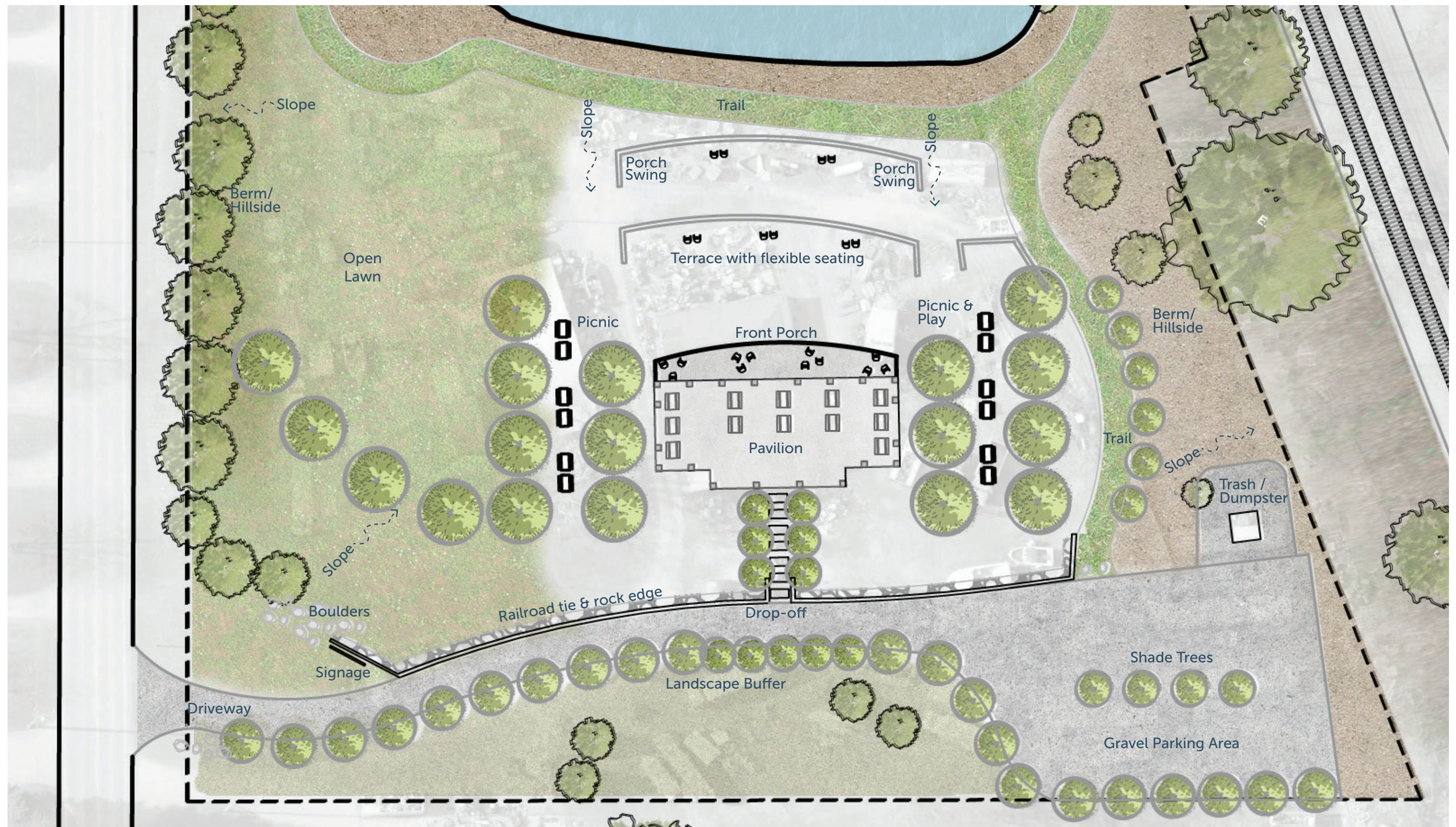
City of Huron
Architecture



HURON BERLIN PARK | Existing Conditions







Site Development Budget Estimate

Location	Scope Category / Item	Ideas and Areas		
		Description		Budget Value
SITE DEVELOPMENT	Site Work	46,000 s.f. Area surrounding the pavillion light grading, limited mulched areas, natural/indigenous landscaping in key locations	\$1.75/s.f.	\$ 80,500.00
	Crushed Aggregate Parking Area	15,800 s.f. of driveway and parking area (crushed aggregate with stone base)	\$2./s.f.	\$ 31,600.00
	Grading and Timber terraces along driveway and walkway to parking area	15,000 s.f. Area	\$.85/s.f.	\$ 12,750.00
		Subtotal:		\$ 124,850.00





Fifth Room Savannah Pavillion (40' x 52')



Pavillion & Restroom Options

Location	Scope Category / Item	Pre-engineered Open-Air Pavilion			Cost for Construction Restroom + Septic		Cost for Portable Restrooms	
		https://www.fifthroom.com/ProductCustomize.aspx?ProductID=9394&Path=144					ADA Restroom Trailer MaritimePro ADA Restroom Trailer +2 (portablerestroomtrailers.com)	
		Description		Budget Value	Description	Budget Value	Description	Budget Value
PICNIC SHELTER	Concrete Slab	3,600 s.f. of concrete slab (Extends slightly beyond footprint for additional accessibility)	\$7/s.f.	\$ 25,200.00	Permanent Restroom Construction (2 unisex restrooms total, 1 accessible) 300 s.f.	\$ 97,500.00	Portable restroom ADA 2 Station Maritime Pro Series (from Portable Restroom Trailers, LLC)	\$ 100,000.00
	Foundation	18 concrete pier footings - 48" deep and 24" diameter with appropriate reinforcing (to be designed by structural engineer)	\$2,400/ea	\$ 43,200.00	Septic system	\$ 16,000.00	Monthly cost to pump / remove (Assume 6 months per year)	\$ 6,000.00
	Pavilion Structure	40' x 52' Savannah Pavilion supplied from FifthRoom wood structure, stained wood, metal roofing		\$ 94,000.00	Subtotal:	\$ 113,500.00	Subtotal:	\$ 106,000.00
		Freight to Huron, Ohio	15%	\$ 14,100.00				
		Subtotal:		\$ 176,500.00				



Portable ADA restroom trailer



Restroom as part of pavillion structure



Ash & Ember
Covered Park-Style
Grill with Shelf



Polywood 72"
Picnic Table



Polywood Nautical
Curveback Chair



Kay Park 6' Backless
Bench (Flat Park
Bench)



Kay Park 6' Backed
Bench (Comfort
Bench)

Accessories Budget Estimate

Location	Scope Category / Item	Base Repair			
		Description	Cost for each	Quantity	Budget Value
SITE FURNITURE	Benches	6' Backless Benches (Kay Park Flat Park Bench)	\$ 554.00	9	\$ 4,986.00
	Benches	6' Backed Benches (Kay Park Comfort Bench with back)	\$ 896.00	6	\$ 5,376.00
	Grills	Permanent grill stations (Titan Great Outdoors)	\$ 460.00	6	\$ 2,760.00
	Picnic Tables	Polywood Park 72" Picnic Table	\$ 1,659.00	20	\$ 33,180.00
	Adirondack Chairs	Polywood Nautical Curveback Chair	\$ 289.00	22	\$ 6,358.00
	Floating Pier	EZ Trail System	\$ 85/sf	400 sf	\$ 34,000.00
	Subtotal:				\$ 46,302.00
Frieght:			15%		\$ 6,945.30
Contractor overhead and profit			11%		\$ 5,857.20
TOTAL REPAIR BUDGET RANGE					\$ 59,104.50









TO: Mayor Tapp and City Council
FROM: Cory Swaisgood
RE: Ordinance No. 2023-19 (**third and final reading**) (*submitted by Cory Swaisgood*)
DATE: August 22, 2023

Subject Matter/Background

Ordinance No. 2023-19 is in front of Council for the first of three readings. This ordinance will allow the City to certify the garbage rates to be charged to residents for garbage, yard waste, recycling, and bulk pick-up to the Erie County Auditor. The County will then include the amount on the tax duplicate per eligible parcel (all residential units as defined in the Republic Services contract) for 2024.

The current City billing process can be simplified by moving the quarterly billing to a special assessment on eligible residential properties. This will reduce the amount of administrative hours from four times a year to once a year, reducing administration costs. This will also simplify the rate priority in the quarterly billings for water and stormwater, as garbage payments will be part of the property tax bill and attached to the property rather than an individual name in the water billing system. Upon selling of a home, closing documents will settle and transfer the rate to the new owner just like other property taxes.

For seasonals, or any changes to residential garbage, the property would still be charged the full rate on their property tax bill. However, the City will issue a refund to the property owner as dictated in the City's codified ordinances. In addition, we know this could impact renter and owner payment terms. If council is agreeable to this change, the administration will make sure there is an educational piece and communication on this change through the end of the year. Owners will most likely have to pass the fee on to renters. The first property tax bill to residential properties will be in February 2024 for the first six months of 2024 garbage services.

We anticipate this certification to be an annual process. Council will annually be presented with this legislation in July with the rate to be assessed. The rate will be consistent with Republic Services' contract.

Council, Finance Committee, and Utilities Committee received presentation on the assessment process in early 2023.

Financial Review

The City is currently charging \$71 a quarter (\$284 annualized) through December 31, 2023. If this legislation is approved on third reading, the City will not include the garbage rate on the quarterly billing beginning January 1, 2024. The new rate charged to residents of \$297.84 per eligible residential unit for 2024 will be included on the property tax bill (billed semi-annually). The City will not charge additional administrative fees.

The Garbage Fund (Fund 201) will continue to track all revenues and expenses of the City's garbage utility.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Ordinance No. 2023-19 as an emergency measure is in order.

[Ordinance No. 2023-19 EMERGENCY Assessment of Trash Rates to Auditor \(1\).docx](#)

ORDINANCE NO. 2023-19

Introduced by Joe Dike

AN ORDINANCE ESTABLISHING THE RATE TO BE PAID BY RESIDENTIAL PROPERTY OWNERS FOR THE PERIOD OF JANUARY 2024 THROUGH DECEMBER 2024 FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL; AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE TO CERTIFY THE COSTS OF SAME TO THE ERIE COUNTY AUDITOR FOR PLACEMENT ON THE TAX DUPLICATE FOR COLLECTION WITH OTHER CITY TAXES IN 2024; AND DECLARING AN EMERGENCY

WHEREAS, the Huron City Council adopted Ordinance No. 2023-15 on June 27, 2023 enacting new Codified Ordinance 931.04 (Rates for Collection and Disposal), for the collection method for solid waste collection fees by certification of the amounts due for same onto the residential real property tax duplicate for collection by the County Auditor on an annual basis, and

WHEREAS, pursuant to Huron Codified Ordinance Section 931.04, Council seeks to assess the costs of solid waste collection and disposal within the City by certifying said amounts to the County Auditor for collection in 2024; and

WHEREAS, annually, Council is to set the rate to be paid for solid waste collection and disposal pursuant to Codified Ordinance Section 931.04.

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

SECTION 1. For the period of January 2024 through December 2024 each dwelling unit shall be charged the amount of \$297.84 per dwelling unit (\$24.82 per month) for solid waste collection and disposal;

SECTION 2. The Director of Finance is hereby authorized and directed to certify to the County Auditor for each dwelling unit within the City of Huron as determined in the solid waste collection and disposal contract with Republic Services, the assessment shown therein, to be collected in 2024, and the same is hereby ratified and affirmed;

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents, and to ensure the sound fiscal administration of the City of Huron; WHEREFORE, this Ordinance shall take effect immediately upon its adoption.

Mark Claus, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Cory Swaisgood
RE: Ordinance No. 2023-22 (**third and final reading**) (*submitted by Andrea Rocco*)
DATE: August 22, 2023

Subject Matter/Background

Changes since first reading: Pronouns have been changed to be gender neutral throughout Chapter 161.

Administration is requesting Council approval on amendments to various employment and personnel provisions in the codified ordinances, to be effective January 1, 2024 . These amendments will be on Council's agenda for first reading at the July 25th meeting (ORD 2023-22 and ORD 2023-23). Attached you will find a redlined version of each chapter, and a clean version of each chapter. As with all three reading ordinances, we strongly prefer to make most major edits on the first reading to ensure a true three readings. This is why we are sending this our early for your review.

- The purpose of these amendments are as follows:
- Consistency throughout the codified ordinances and City's employee manual.
- Clarity on specific processes around employment practices and leave time accruals/payouts.
- To align certain policies and processes with current practices and the collective bargaining agreements.
- To align certain language with federal employment laws.
- Provide attractive benefits for recruitment of potential employees, such as leave time carryover and usage.
- Remove outdated language that do not apply to current City practices and employees.

Summary of Code Changes to Chapter 161 (Division of Personnel)

- Changes mainly clean up language on classified positions (fire and police), full-time and part-time employees.
- 161.08 - Changes were made to the appointment and probation process to not conflict with bargaining units. Current language was amended to refer to bargaining unit agreements where applicable.
- 161.10 – Additional disciplinary reasons were added to the code, such as theft and violating City policy. The drug and alcohol policy was removed, as this is in bargaining agreements and the City's employee manual.
- 161.11 – The personnel appeals process was changed to only apply to non-bargaining employees. The bargaining agreements have a separate negotiated appeal process.
- No changes to salaries and rates were made.

Financial Review

There is no future financial impact to recommended changes in Chapter 161.

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. 2023-23 on its third and final reading is in order.

[Ordinance No. 2023-22 Chapter 161 \(3\).docx](#)

[Ordinance No. 2023-22 Exh A Chapter 161.pdf](#)

[Ordinance No. 2023-22 Exh B Chapter 161 \(2\).docx](#)

ORDINANCE NO. 2023-22
Introduced by Mark Claus

AN ORDINANCE AMENDING AND RESTATING CHAPTER 161 DIVISION OF PERSONNEL.

WHEREAS, City Staff and counsel for City on employment law and human resource matters have evaluated Chapter 161 and have determined that various provisions are in need of enhancement and improvement to accurately reflect current policies and procedures, and to ensure the effective and efficient operation of the City pertaining to employment and human resources matters;

WHEREAS, the City hereby adopts a new and amended and restated Ordinance to repeal and amend and restate Chapter 161 (Division of Personnel) to address the concerns of the City Staff and counsel for City on employment law and human resource matters.

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

Section 1: That Chapter 161 Division of Personnel of the Codified Ordinances of the City of Huron, Ohio WHICH CURRENTLY READS AS FOLLOWS: (refer to Exhibit "A" attached), shall be and hereby is repealed.

Section 2: That Chapter 161 Division of Personnel of the Codified Ordinances of the City of Huron, Ohio is hereby amended to read as follows: (refer to Exhibit "B" attached)

Section 3: 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 requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: That this Ordinance shall take effect and be in force from and after the time period contained in Section 3.06 of the Charter of the City of Huron.

Mark Claus, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

CHAPTER 161

Division of Personnel

161.01 Creation and composition.

161.02 Purpose and amendment of personnel regulations.

161.03 Definitions.

161.04 Position and salary schedule.

161.04.1 Full-time salaries of the Law Director, Finance Director, Service Director, Fire Chief and Police Chief.

161.05 Applications and applicants.

161.06 Examinations.

161.07 Eligible lists.

161.08 Appointment and probation.

161.09 In-service activities.

161.10 Discipline

161.11 Appeals procedure.

161.12 Layoff and reinstatement.

161.13 Political activity.

CROSS REFERENCES

Contract interest - see CHTR. §5.08

Merit system established - see CHTR. §8.01

Exempt positions - see CHTR. §8.02

Personnel officer - see CHTR. §8.03

Personnel Appeals Board - see CHTR. §8.04, 8.05

Political activity - see CHTR. §8.06 et seq.

Promotional examinations - see CHTR. §8.09

Removal from office - see CHTR. §12.04

Division established; head - see ADM. 157.01

Employment provisions - see ADM. Ch. 163

Bonds required - see ADM. 163.01

161.01 CREATION AND COMPOSITION.

There is hereby created a Division of Personnel which shall be composed of the Personnel Officer as established by Section 8.03 of the City Charter.

(Ord. 1976-35. Passed 12-13-76.)

161.02 PURPOSE AND AMENDMENT OF PERSONNEL REGULATIONS.

(a) It is the purpose of this chapter to give effect to the provisions of the City Charter by establishing rules, standards and procedures for the operation of the merit system.

(b) The Personnel Officer shall prepare, in consultation with the City Manager, such amendments to this chapter as may, from time to time, be deemed desirable. Such amendments shall be recommended to Council for adoption. (Ord. 1976-35. Passed 12-13-76.)

161.03 DEFINITIONS.

(a) "Allocation" means the assignment of an individual position to an appropriate class on the basis of the kind, difficulty and responsibility of the work actually performed in the position.

(b) "Appointing authority" means the officer or agency having power under the Charter and ordinances to make appointments to positions in the classified service.

(c) "Classified service" shall consist of all full-time firefighters and police officers who are employees of the City, except those specifically exempted by the Charter.

(d) "Classes of positions" shall consist of all positions in the classified service which are sufficiently alike in duties, authority and responsibility to be treated in the same manner for personnel purposes.

(e) "Class specifications" are those duties imposed upon the personnel of each division by the Administrative Code.

(f) "Demotion" means the change of an employee from a position in one salary grade to a position in another salary grade having a lower maximum salary rate.

(g) "Eligible" means a person whose name is on a list prepared by the Personnel Officer as the result of passing an open competitive examination or on a re-employment list.

(h) "Eligible list" means a list of eligibles, in the order of their final grades in an open competitive examination, or in an order determined by this chapter, prepared by the Personnel Officer.

(i) "Position" means a group of duties and responsibilities designed to be performed by an individual. Positions shall be created and abolished by the City Manager.

(j) "Probationary period" means the working test period during which a bargaining unit employee is required to demonstrate his fitness by actual performance of the duties of the position to which he has been appointed.

(k) "Promotion" means the change of an employee from a position in one salary grade to a position in another salary grade having a higher maximum salary rate.

(1) "Regular employee" means a full-time police officer or firefighter who has passed a physical examination, has been appointed to a position in the classified service from an eligible list and who has satisfactorily completed his probationary period..

(m) "Full-time, employee" means a person who regularly works a forty-hour work week, or a person who works a twenty-eight day schedule at a yearly salary as a full- time employee of the Fire Division and in both cases are either on a probationary period or a regular employee.

(n) "Part-time employee" means a person who regularly works 29 hours a week or less and is paid by the hour, and does not receive any of the fringe benefits as set forth in other sections of this Code.

(o) "He, him and his" shall also mean when used in this Code, she, her and hers.

(p) "Administrative employee" means the City Manager, Director of Finance, Fire Chief, Police Chief and Police Captain.

(Ord. 1976-35. Passed 12-13-76; Ord. 1985-20. Passed 7-22-85.)

161.04 POSITION AND SALARY SCHEDULE

(a) The position and salary schedule, marked Exhibit "A", which is attached hereto and made a part of this Code shall be effective as of January 1, 2023.

(b) The Personnel Officer, in conjunction with department and division heads and subject to the approval of the City Manager, shall annually review and make recommendations to Council for changes in the following schedule.

(c) The adopted position and salary schedule shall provide the basis for compensation of all municipal employees. The City Manager shall adopt an administrative policy, subject to approval of the City Council, to address those positions which are in existence and have not attained the minimum base salary range or have exceeded the maximum base salary range. A position may be assigned a salary lower than the minimum base salary range or

higher than the maximum base salary range provided for that salary grade of that position, but is subject to administrative policy. Prior to appointment of a new employee, the City Manager shall consult the position and salary schedule for determination of placement within the relevant classification. Appointments shall normally be made at the minimum rate for the specified pay scale. Evaluation of an appointee's qualifications and experience shall be considered and may provide the basis for compensation in excess of the minimum base salary.

(d) Salary increases within an established range shall not be automatic, but can be given on the following bases:

(1) A merit increase recommended, in writing, to the City Manager by the appropriate department or division head and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.

(2) A merit increase recommended and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.

(3) An across the board increase granted to all full-time non-bargaining unit employees and recommended by the City Manager.

(4) A change in the employee's classification.

(e) Salary increases granted on the basis of subsection (d)(1), (2) and (3) hereof are dependent on the provisions of moneys appropriated in the annual appropriation ordinance. Salary increases granted on the basis of subsection (d)(1) and (2) hereof shall not be granted to an employee more frequently than once in each six months. No salary advancement shall be given before the employee completes the first six months of his probationary period. However, when the minimum salary for the particular position is increased during such employee's probationary period, such employee shall be compensated at such higher salary from the date of the passage of the salary ordinance.

(f) The salary rate established for an employee shall represent his total remuneration, not including reimbursement for official travel and except as otherwise provided, in this chapter (overtime pay, cost-of-living allowance, premium pay and/or on-call status). No reward, gift or other thing of value received from any source for the performance of his duties shall be retained by an employee. Notwithstanding the foregoing, employees of the Police Division, during off-duty time, may accept special duty assignments for police work only when authorized by the Police Chief.

(g) Whenever an employee works for a period less than the regularly established number of hours per day, days per week or weeks per month, the amount paid shall be proportionate to the time actually employed.

(h) All full-time employees except department heads, administrative employees, **exempt employees** and Fire Division employees shall be compensated for each hour worked in excess of forty hours per week at a rate equal to one and one-half times their straight rate.

All full-time employees of the Fire Division shall be compensated for each hour worked in excess of 212 hours during any twenty-eight day work period at a rate equal to one and one-half times their straight rate.

Authorization of all overtime shall be under the control of the City Manager. If any full-time non-exempt employee, other than department and division heads, requests the City Manager to grant compensatory time off in lieu of compensation for such employee's authorized overtime, the City Manager **or Department Head** shall be authorized but not required to allow such request.

The City Manager shall be authorized, but not required, to grant compensatory time off to those administrative employees not entitled to overtime compensation at such times and to such extent that the City Manager, in his sole discretion deems justifiable under the circumstances relating to each such administrative employee.

(i) (EDITOR'S NOTE: This subsection was repealed by Ordinance 1988-2, passed January 25, 1988.

(j) Except as otherwise provided in any one or more controlling collective bargaining agreements, each employee of the Division of Utilities and of the Division of Streets and Parks, when placed on an "on call" basis by the department or division head, shall receive compensation in addition to his regular salary in an amount equal to two (2) hours of such employee's regular rate for each such twenty-four (24) hour period that the employee is on call. Such "on call" pay shall be in addition to pay for actual hours worked on call.

(Ord. 1976-35. Passed 12-13-76; Ord. 1980-10. Passed 2-4-80; Ord. 1982-2. Passed 1-25-82; Ord. 1983-30. Passed 11-28-83; Ord. 1985-20. Passed 7-22-85; Ord. 1985-32. Passed 12-16-85; Ord. 1986-2. Passed 1-13-86; Ord. 2014-33. Passed 12-23-14. Ord. 2022-66. Passed 11-22-22.)

CITY OF HURON FULL TIME POSITION AND SALARY SCHEDULE

		BASE SALARY RANGE	
POSITION TITLE	Pay Scale	Min.	Max.
Water Superintendent	9	\$57,276	\$85,914
Police Sergeant			
Fire Captain			
Parks and Recreation Operations Manager			
Planning Director	8	\$54,264	\$79,396
Human Resources Director	7	\$49,968	\$75,452
Recreation Program Manager	6	\$48,980	\$75,000

Fire Lieutenant			
Street Foreman			
Finance Specialist Payroll			
Planning and Zoning Manager			
Chief Operator	5	\$44,990	\$68,508
Firefighter			
Police Officer			
Water Distribution Foreman			
Management Services Coordinator	4	\$43,225	\$61,850
Executive Administrative Asst./Clerk of Council			
Permit Technician/Admin Asst.			
Maintenance Worker 3	3	\$40,861	\$60,000
Zoning Inspector - FT			
Parks and Municipal Ground Coordinator			
Finance Specialist Customer Service			
Maintenance Worker 2	2	\$37,080	\$56,000
Maintenance Worker 1			
Parks Maintenance Worker I			
Administrative Assistant	1	\$34,299	\$41,921

Supplemental Salary Schedule			
		BASE SALARY RANGE	
POSITION TITLE	Pay Scale	Min.	Max.
Assistant City Manager	VIII	\$54,478	\$90,000
Information Technology Manager	VIII	\$57,000	\$95,000
Director of Parks and Recreation	VI-C	\$48,676	\$85,000
Boat Basin Facility Manager	VI-B	\$37,403	\$51,500
Assistant Water Superintendent	V	\$35,160	\$60,600
Clerk of Court	V	\$45,000	\$76,000
Probation Officer	III	\$23,825	\$47,000
Deputy Clerk of Court	III	\$26,000	\$51,000

Finance Clerk	II	\$22,180	\$45,400
Executive Assistant		\$23,000	\$33,500
Municipal Judge		\$35,000	\$35,500

Part Time and Seasonal Position Salary Schedule		
	BASE SALARY RANGE	
POSITION TITLE	Min.	Max.
Deputy Court Clerk	\$10.10/hr.	\$18.00/hr.
Police/Dispatch Secretary		
Police Officer		
Court Bailiff/Court Security Officer		
Finance Clerk		
Customer Service Clerk		
Management Assistant		
General Maintenance Worker	\$10.10/hr.	\$24.00/hr.
Zoning Inspector - PT		
Street Maintenance		
Parks Maintenance	\$10.10/hr.	\$14.00/hr.
Recreation		
Dockhand		
Basic EMT/FF	\$12.00/hr.	\$15.00/hr.
Basic Paramedic/FF	\$15.00/hr.	\$18.00/hr.

(Ord. 2022-66; Passed 11-22-22)

161.04.1 FULL-TIME SALARIES OF THE LAW DIRECTOR, FINANCE DIRECTOR, SERVICE DIRECTOR, FIRE CHIEF AND POLICE CHIEF.

The following positions and commensurate salaries are effective January 1, 2022:

Position	Base Salary
Law Director	\$150,000.00
Finance Director	\$111,000.00
Service Director	\$111,000.00
Fire Chief	\$100,000.00
Police Chief	\$100,000.00

(Ord. 2022-68. Passed 12-27-22.)

161.05 APPLICATIONS AND APPLICANTS.

(a) All entrance examinations shall be publicly announced by the Personnel Officer as he/she deems necessary or desirable. The announcement shall specify the title of the position for which the examination is to be held; the time, place and manner of making applications; and any other information deemed pertinent by the Personnel Officer.

(b) Applications shall be made on forms prescribed by the Personnel Officer.

(c) The Personnel Officer shall reject any application which indicates on its face that the applicant does not possess the minimum qualifications required or which is not received within the time limit fixed for filing for the position. Notice of such rejection shall be given to the applicant, and such rejection shall be final. (Ord. 1976-35. Passed 12-13-76.)

(d) All applicants must be citizens of the United States or legally permitted to work in the United States, of good moral character, of temperate habits, of sound health and physically able to perform the duties of the position applied for. (Ord. 2002-23. Passed 10-14-02.)

(e) The Personnel Officer shall make inquiry of employers, educational institutions and character references given by the applicant to verify the statements made in the application. If the facts so ascertained indicate the unsuitability of the applicant, the Personnel Officer may reject his application and notify him to that effect, and such rejection shall be final. (Ord. 1976-35. Passed 12-13-76.)

(f) Every applicant for entrance examination for the uniformed fire service shall be, in addition to the requirements set forth in subsections (c), (d) and (e) hereof, at the time of application, no less than twenty years of age and not over thirty-nine years of age. However, in a case where an applicant has had experience as a full time firefighter in the State of Ohio, the Personnel Officer may, at his discretion, accept applicants over thirty-nine years of age, with one year of increased age allowed for each year so served.

(g) Every applicant for entrance examination in the uniformed police service shall, in addition to the requirements set forth in subsections (c), (d) and (e) hereof, hereof, at the time of application, no less than twenty-one years of age and not over thirty-nine years of age. have successfully completed the Basic Peace Officers Training course at the time of his or her original appointment as a police officer in the Police Division. However, in a case where an applicant has had experience in the State as a full time police officer, the Personnel Officer may, at his discretion, accept applicants over thirty-nine years of age, with one year of increased age allowed for each year so served.

(Ord. 1994-10. Passed 6-13-94.)

(h) Every applicant for entrance examination for the uniformed police service and fire service shall pay an application fee established by the Personnel Officer in an even dollar amount calculated to cover the cost of the examination forms and study materials.

(Ord. 1994-33. Passed 12-19-94.)

161.06 EXAMINATIONS.

(a) All examinations shall be of such type as will test fairly the relative capacity and fitness of the applicants to discharge efficiently the duties for which the examination is given. Their content shall be determined by the Personnel Officer and he shall be responsible for the evaluation of the results. The examinations may be written or oral, physical or performance tests, and may be any combination of these.

(b) The Personnel Officer may require applicants to submit proof of their age, citizenship and military service at the time of the examination.

(c) Each person who takes an examination shall be given written notice as to whether he passed or failed such examination and of his relative standing on the eligible list, if he was successful. Each person shall be entitled to inspect his own papers, but not those of other candidates, during regular office hours, under the supervision of the Personnel Officer.

(d) Before any person is appointed as a probationary employee, he shall be required to submit to a medical examination administered by a physician selected for that purpose by the Personnel Officer with the approval of the City Manager. A certificate by such physician, in a form prescribed by the City Manager, that the person so examined is in good health and is physically capable of performing the duties of the position, shall be prerequisite to appointment. The expense of this pre-employment physical examination shall be paid by the City.

(e) The City Manager may require the medical examination of any employee at any time during the term of the employee's service or as a prerequisite to call back for employment as set forth in Section 161.12(b). The expense of medical examinations prescribed in this section shall be paid by the City.

(f) Whenever in the judgment of the City Manager, Personnel Officer and the division head, positions above the entrance level should be filled by promotion, a promotional

examination shall be given. Eligibility to take a promotional examination shall be determined by the Personnel Officer with the approval of the City Manager. Promotions shall be based upon a written competitive examination, length of service, a written evaluation from the department or division head and a personal interview by the City Manager, Personnel Officer and division head. The Personnel Officer shall determine the content of the examinations and shall be responsible for the evaluation of the results. Examinations shall be competitive unless the Personnel Officer finds that the number of persons qualified for promotion is insufficient to justify competition, in which case the promotional examination shall be noncompetitive in character, or as otherwise provided in Section 8.09 of the Charter. The Personnel Officer shall give written notice of the promotional examination which shall set forth the date, time and place and procedures and rules, as determined by the Personnel Officer which apply to the promotional examination.

161.07 ELIGIBLE LISTS.

(a) The Personnel Officer shall prepare and keep open to public inspection, from the results of each examination, an eligible list of the persons whose average grade is not less than seventy and who are otherwise eligible for appointment. Such persons shall take rank upon the eligible list in the order of their relative grades. Any person who is eligible for appointment at the time of the preparation of the eligible lists except for not having attained the age of twenty-one years, shall have his or her name included on such list with a notation that he or she is not eligible for appointment until having attained the age of twenty-one. Whenever it becomes necessary to hold a subsequent examination in order to obtain additional eligibles, the Personnel Officer may consolidate existing lists for the same position by rearranging the names of those whose names appear on an existing list which is to be merged with a new list in the order of their relative grades. Any eligible on an existing list shall have an opportunity to compete in the examination. (Ord. 1984-3. Passed 1-23-84.)

(b) The term of eligibility of each list and of the names appearing thereon shall be for two years. (Ord. 2007-7. Passed 4-10-07.)

(c) Regular employees laid off for lack of funds or work shall be placed on a reemployment eligible list and remain on such list for one year or for a period equal to his length of employment with the City, whichever is longer.

(d) A probationary employee, who is laid off for lack of funds or work while the original employment eligible list from which he was appointed is still in effect, shall be restored to his original place on that list.

(e) The name of any person appearing on an eligible list who:

(1) Fails to report or arrange within six days (Sundays and holidays excluded) for an interview with an appointing authority;

- (2) Fails to respond to a notice from the Personnel Officer;
- (3) Declines an appointment without reasons satisfactory to the Personnel Officer; or
- (4) Cannot be located by the postal authorities,

shall not thereafter be certified to any appointing authority as eligible for appointment. The eligible person shall be notified to this effect unless his whereabouts are unknown. His name may again be certified from the eligible list only in case a thoroughly satisfactory explanation of the circumstances is made to the Personnel Officer. In case an eligible person's name appears on more than one list, appointment to a position in one class shall be considered a waiver for appointment from other eligible lists for classes the salary of which is equal or lower.

(f) If at any time after the creation of an eligible list, the Personnel Officer has reason to believe that any person whose name appears on any list is disqualified for appointment because of false statements made in his application, physical disability or for other comparable reasons, such person shall be notified and given an opportunity to be heard. If such person fails to appear for hearing, or upon being heard, fails to satisfy the Personnel Officer, his name shall be removed from such eligible list.

(Ord. 1976-35. Passed 12-13-76.)

161.08 APPOINTMENT AND PROBATION.

(a) Within two weeks after any certification of an eligible list has been made by the Personnel Officer, the appointing authority shall appoint one of the persons so certified to fill the vacancy. A notice of appointment shall be filed with the Director of Finance.

(b) Every original or promotional appointment from an eligible list shall be for a probationary period as agreed to in the collective bargaining agreements.

(c) Probationers shall become regular employees at the end of their probationary period, provided the evaluations indicate satisfactory performance of their duties.

(d) Probationers may be removed or demoted at any time during the probationary period. Such removals or demotions shall not be subject to appeal. Copies of all such notices shall be filed with the Personnel Officer and Director of Finance.

(e) Whenever an emergency exists which requires that a vacancy be filled at once in order to maintain public services, the City Manager may appoint any qualified person temporarily to perform the duties of the position.

(Ord. 1976-35. Passed 12-13-76.)

161.09 IN-SERVICE ACTIVITIES.

An annual report of the activities of the Personnel Officer shall be submitted to the City Manager within thirty days following the close of the City's fiscal year. The Personnel Officer shall make such other reports as may be required by the City Manager or by Council.

(Ord. 1976-35. Passed 12-13-76.)

161.10. DISCIPLINE.

(a) If an employee's conduct falls below a desirable standard, he is subject to disciplinary action. Some examples of cause for discipline are:

- (1) Failure to follow the orders of the supervisor or department head;
- (2) Absence from work without permission;
- (3) Being habitually absent or tardy;
- (4) Failure to perform assigned work in an acceptable manner;
- (5) Being wasteful of material, property or working time;
- (6) Inability to get along with fellow employees so that work is hindered or not up to required standards;
- (7) Failure to pay just debts;
- (8) Violating the Drug and Alcohol Policy;
- (9) Rudeness in dealing with the public;
- (10) Conduct unbecoming an employee;
- (11) Any act of dishonesty, theft or fraud;
- (13) Violating City Policy
- (14) Any criminal offense.

Any disciplinary action which affects the pay or status of the employee, such as suspension from duty without pay, demotion in rank and salary and dismissal, shall be exercised only by the City Manager.

(b) The duty of maintaining discipline among the City employees shall rest primarily with the City Manager.

(c) An appeal shall be allowed from disciplinary action as provided in the Charter, Administrative Code and in this chapter, if requested by the non-bargaining unit employee affected.

(Ord. 1997-34. Passed 9-8-97.)

161.11 APPEALS PROCEDURE.

(a) In any case of reduction in pay or status, suspension for more than five days or removal of a non-bargaining employee, the appointing authority shall furnish such employee with a copy of the order of reduction, suspension or removal, which order shall state the reason therefor. Such order shall also be filed with the Personnel Appeals Board.

(b) Within ten days following the filing of such order with the Personnel Appeals Board, the non-bargaining employee may file an appeal, in writing with the Board. In the event such an appeal is filed, the Board shall forthwith notify the appointing authority and shall hear such appeal within thirty days from and after its filing with the Board. The Personnel Appeals Board may affirm, disaffirm or modify the judgment of the appointing authority.

(c) In cases of removal or reduction in pay for disciplinary reasons, either the appointing authority or the non-bargaining employee may appeal from the decision of the Personnel Appeals Board to the Court of Common Pleas in accordance with the procedure provided by Ohio R.C. 119.12.

(Ord. 1976-35. Passed 12-13-76.)

161.12 LAYOFF AND REINSTATEMENT.

(a) Whenever there is lack of work or lack of funds requiring a reduction in the number of employees of the City, the City Manager shall determine the classes of employment in which such reduction shall be made and the number to be laid off. The employees to be laid off shall be determined by the department and division head based on length of service. Such determination shall be submitted to the City Manager for action.

(b) When the work or financial situation permits, those who have been laid off shall be called back to work by the City Manager according to their status on the re-employment eligibility list and placed on available work at the appropriate pay.

(c) Any person who previously worked as a regular full-time police officer or firefighter and who voluntarily terminated his service with the City, may be considered for rehiring as a probationary employee in his prior classification, within a three-year period of the date of his voluntary termination, upon written recommendation of the department head or division head and with the approval of the City Manager. Rehiring under these circumstances may be done without a prior written competitive examination provided such person passes a medical examination as provided in Section 161.06(d).

(Ord. 1976-35. Passed 12-13-76.)

161.13 POLITICAL ACTIVITY.

See Charter, Section 8.07 . (Ord. 1962-41. Passed 12-26-62.)

CHAPTER 161
Division of Personnel

- 161.01 Creation and composition.
- 161.02 Purpose and amendment of personnel regulations.
- 161.03 Definitions.
- 161.04 Position and salary schedule.
- 161.04.1 Full-time salaries of the Law Director, Finance Director, Service Director, Fire Chief and Police Chief.
- 161.05 Applications and applicants.
- 161.06 Examinations.
- 161.07 Eligible lists.
- 161.08 Appointment and probation.
- 161.09 In-service activities.
- 161.10 Discipline
- 161.11 Appeals procedure.
- 161.12 Layoff and reinstatement.
- 161.13 Political activity.

CROSS REFERENCES

Contract interest - see CHTR. §5.08
Merit system established - see CHTR. §8.01
Exempt positions - see CHTR. §8.02
Personnel officer - see CHTR. §8.03
Personnel Appeals Board - see CHTR. §8.04, 8.05
Political activity - see CHTR. §8.06 et seq.
Promotional examinations - see CHTR. §8.09
Removal from office - see CHTR. §12.04
Division established; head - see ADM. 157.01
Employment provisions - see ADM. Ch. 163
Bonds required - see ADM. 163.01

161.01 CREATION AND COMPOSITION.

There is hereby created a Division of Personnel which shall be composed of the Personnel Officer as established by Section 8.03 of the City Charter.

(Ord. 1976-35. Passed 12-13-76.)

161.02 PURPOSE AND AMENDMENT OF PERSONNEL REGULATIONS.

(a) It is the purpose of this chapter to give effect to the provisions of the City Charter by establishing rules, standards and procedures for the operation of the merit system.

(b) The Personnel Officer shall prepare, in consultation with the City Manager, such amendments to this chapter as may, from time to time, be deemed desirable. Such amendments shall be recommended to Council for adoption. (Ord. 1976-35. Passed 12-13-76.)

161.03 DEFINITIONS.

(a) "Allocation" means the assignment of an individual position to an appropriate class on the basis of the kind, difficulty and responsibility of the work actually performed in the position.

(b) "Appointing authority" means the officer or agency having power under the Charter and ordinances to make appointments to positions in the classified service.

(c) "Classified service" shall consist of all full-time firefighters and police officers who are employees of the City, except those specifically exempted by the Charter.

(d) "Classes of positions" shall consist of all positions in the classified service which are sufficiently alike in duties, authority and responsibility to be treated in the same manner for personnel purposes.

(e) "Class specifications" are those duties imposed upon the personnel of each division by the Administrative Code.

(f) "Demotion" means the change of an employee from a position in one salary grade to a position in another salary grade having a lower maximum salary rate.

(g) "Eligible" means a person whose name is on a list prepared by the Personnel Officer as the result of passing an open competitive examination or on a re-employment list.

(h) "Eligible list" means a list of eligibles, in the order of their final grades in an open competitive examination, or in an order determined by this chapter, prepared by the Personnel Officer.

(i) "Position" means a group of duties and responsibilities designed to be performed by an individual. Positions shall be created and abolished by the City Manager.

(j) "Probationary period" means the working test period during which a bargaining unit employee is required to demonstrate their fitness by actual performance of the duties of the position to which they have been appointed.

(k) "Promotion" means the change of an employee from a position in one salary grade to a position in another salary grade having a higher maximum salary rate.

(1) "Regular employee" means a full-time police officer or firefighter who has passed a physical examination, has been appointed to a position in the classified service from an eligible list and who has satisfactorily completed probationary period..

(m) "Full-time, employee" means a person who regularly works a forty-hour work week, or a person who works a twenty-eight-day schedule at a yearly salary as a full- time employee of the Fire Division and in both cases are either on a probationary period or a regular employee.

(n) "Part-time employee" means a person who regularly works 29 hours a week or less and is paid by the hour, and does not receive any of the fringe benefits as set forth in other sections of this Code.

(o "Administrative employee" means the City Manager, Director of Finance, Fire Chief, Police Chief and Police Captain.

(Ord. 1976-35. Passed 12-13-76; Ord. 1985-20. Passed 7-22-85.)

161.04 POSITION AND SALARY SCHEDULE

(a) The position and salary schedule, marked Exhibit "A", which is attached hereto and made a part of this Code shall be effective as of January 1, 2023.

(b) The Personnel Officer, in conjunction with department and division heads and subject to the approval of the City Manager, shall annually review and make recommendations to Council for changes in the following schedule.

(c) The adopted position and salary schedule shall provide the basis for compensation of all municipal employees. The City Manager shall adopt an administrative policy, subject to approval of the City Council, to address those positions which are in existence and have not attained the minimum base salary range or have exceeded the maximum base salary range. A position may be assigned a salary lower than the minimum base salary range or higher than the maximum base salary range provided for that salary grade of that position, but is subject to administrative policy. Prior to appointment of a new employee, the City Manager shall consult the position and salary schedule for determination of placement within the relevant classification. Appointments shall normally be made at the minimum rate for the specified pay scale. Evaluation of an appointee's qualifications and experience shall be considered and may provide the basis for compensation in excess of the minimum base salary.

(d) Salary increases within an established range shall not be automatic, but can be given on the following bases:

(1) A merit increase recommended, in writing, to the City Manager by the appropriate department or division head and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.

(2) A merit increase recommended and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.

(3) An across-the-board increase granted to all full-time non-bargaining unit employees and recommended by the City Manager.

(4) A change in the employee's classification.

(e) Salary increases granted on the basis of subsection (d)(1), (2) and (3) hereof are dependent on the provisions of moneys appropriated in the annual appropriation ordinance. Salary increases granted on the basis of subsection (d)(1) and (2) hereof shall not be granted to an employee more frequently than once in each six months. No salary advancement shall be given before the employee completes the first six months of their probationary period. However, when the minimum salary for the particular position is increased during such employee's probationary period, such employee shall be compensated at such higher salary from the date of the passage of the salary ordinance.

(f) The salary rate established for an employee shall represent their total remuneration, not including reimbursement for official travel and except as otherwise provided, in this chapter (overtime pay, cost-of-living allowance, premium pay and/or on-call status). No reward, gift or other thing of value received from any source for the performance of their duties shall be retained by an employee. Notwithstanding the foregoing, employees of the Police Division, during off-duty time, may accept special duty assignments for police work only when authorized by the Police Chief.

(g) Whenever an employee works for a period less than the regularly established number of hours per day, days per week or weeks per month, the amount paid shall be proportionate to the time actually employed.

(h) All full-time employees, except department heads, administrative employees, exempt employees and Fire Division employees shall be compensated for each hour worked in excess of forty hours per week at a rate equal to one and one-half times their straight rate.

All full-time employees of the Fire Division shall be compensated for each hour worked in excess of 212 hours during any twenty-eight-day work period at a rate equal to one and one-half times their straight rate.

Authorization of all overtime shall be under the control of the City Manager. If any full-time non-exempt employee, other than department and division heads, requests the City Manager to grant compensatory time off in lieu of compensation for such employee's authorized overtime, the City Manager or Department Head shall be authorized, but not required, to allow such request.

The City Manager shall be authorized, but not required, to grant compensatory time off to those administrative employees not entitled to overtime compensation at such times and to such extent that the City Manager, in their sole discretion deems justifiable under the circumstances relating to each such administrative employee.

(i) (EDITOR'S NOTE: This subsection was repealed by Ordinance 1988-2, passed January 25, 1988.

(j) Except as otherwise provided in any one or more controlling collective bargaining agreements, each employee of the Division of Utilities and of the Division of Streets and Parks, when placed on an “on call” basis by the department or division head, shall receive compensation in addition to their regular salary in an amount equal to two (2) hours of such employee’s regular rate for each such twenty-four (24) hour period that the employee is on call. Such “on call” pay shall be in addition to pay for actual hours worked on call.

(Ord. 1976-35. Passed 12-13-76; Ord. 1980-10. Passed 2-4-80; Ord. 1982-2. Passed 1-25-82; Ord. 1983-30. Passed 11-28-83; Ord. 1985-20. Passed 7-22-85; Ord. 1985-32. Passed 12-16-85; Ord. 1986-2. Passed 1-13-86; Ord. 2014-33. Passed 12-23-14. Ord. 2022-66. Passed 11-22-22.)

CITY OF HURON
FULL TIME POSITION AND SALARY SCHEDULE

		BASE SALARY RANGE	
POSITION TITLE	Pay Scale	Min.	Max.
Water Superintendent	9	\$57,276	\$85,914
Police Sergeant			
Fire Captain			
Parks and Recreation Operations Manager			
Planning Director	8	\$54,264	\$79,396
Human Resources Director	7	\$49,968	\$75,452
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Fire Lieutenant			
Street Foreman			
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Planning and Zoning Manager			
Chief Operator	5	\$44,990	\$68,508
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Police Officer			
Water Distribution Foreman			
Management Services Coordinator	4	\$43,225	\$61,850
Executive Administrative Asst./Clerk of Council			
Permit Technician/Admin Asst.			

EXHIBIT B

Maintenance Worker 3	3	\$40,861	\$60,000
Zoning Inspector - FT			
Parks and Municipal Ground Coordinator			
Finance Specialist Customer Service			
Maintenance Worker 2	2	\$37,080	\$56,000
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Supplemental Salary Schedule			
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Assistant City Manager	VIII	\$54,478	\$90,000
Information Technology Manager	VIII	\$57,000	\$95,000
Director of Parks and Recreation	VI-C	\$48,676	\$85,000
Boat Basin Facility Manager	VI-B	\$37,403	\$51,500
Assistant Water Superintendent	V	\$35,160	\$60,600
Clerk of Court	V	\$45,000	\$76,000
Probation Officer	III	\$23,825	\$47,000
Deputy Clerk of Court	III	\$26,000	\$51,000
Finance Clerk	II	\$22,180	\$45,400
Executive Assistant		\$23,000	\$33,500
Municipal Judge		\$35,000	\$35,500

Part Time and Seasonal Position Salary Schedule		
	BASE SALARY RANGE	
POSITION TITLE	Min.	Max.
Deputy Court Clerk	\$10.10/hr.	\$18.00/hr.
Police/Dispatch Secretary		
Police Officer		
Court Bailiff/Court Security Officer		
Finance Clerk		

EXHIBIT B

Customer Service Clerk		
Management Assistant		
General Maintenance Worker	\$10.10/hr.	\$24.00/hr.
Zoning Inspector - PT		
Street Maintenance		
Parks Maintenance	\$10.10/hr.	\$14.00/hr.
Recreation		
Dockhand		
Basic EMT/FF	\$12.00/hr.	\$15.00/hr.
Basic Paramedic/FF	\$15.00/hr.	\$18.00/hr.

(Ord. 2022-66; Passed 11-22-22)

161.04.1 FULL-TIME SALARIES OF THE LAW DIRECTOR, FINANCE DIRECTOR, SERVICE DIRECTOR, FIRE CHIEF AND POLICE CHIEF.

The following positions and commensurate salaries are effective January 1, 2022:

<u>Position</u>	<u>Base Salary</u>
Law Director	\$150,000.00
Finance Director	\$111,000.00
Service Director	\$111,000.00
Fire Chief	\$100,000.00
Police Chief	\$100,000.00

(Ord. 2022-68. Passed 12-27-22.)

161.05 APPLICATIONS AND APPLICANTS.

(a) All entrance examinations shall be publicly announced by the Personnel Officer as they deem necessary or desirable. The announcement shall specify the title of the position for which the examination is to be held; the time, place and manner of making applications; and any other information deemed pertinent by the Personnel Officer.

(b) Applications shall be made on forms prescribed by the Personnel Officer.

(c) The Personnel Officer shall reject any application which indicates on its face that the applicant does not possess the minimum qualifications required or which is not received within the time limit fixed for filing for the position. Notice of such rejection shall be given to the applicant, and such rejection shall be final. (Ord. 1976-35. Passed 12-13-76.)

(d) All applicants must be citizens of the United States or legally permitted to work in the United States, of good moral character, of temperate habits, of sound health and physically able to perform the duties of the position applied for. (Ord. 2002-23. Passed 10-14-02.)

(e) The Personnel Officer shall make inquiry of employers, educational institutions and character references given by the applicant to verify the statements made in the application. If the facts so ascertained indicate the unsuitability of the applicant, the Personnel Officer may reject their application and notify them to that effect, and such rejection shall be final. (Ord. 1976-35. Passed 12-13-76.)

(f) Every applicant for entrance examination for the uniformed fire service shall be, in addition to the requirements set forth in subsections (c), (d) and (e) hereof, at the time of application, no less than twenty years of age and not over thirty-nine years of age. However, in a case where an applicant has had experience as a full-time firefighter in the State of Ohio, the Personnel Officer may, at their discretion, accept applicants over thirty-nine years of age, with one year of increased age allowed for each year so served.

(g) Every applicant for entrance examination in the uniformed police service, in addition to the requirements set forth in subsections (c), (d) and (e) hereof, shall at the time of application be no less than twenty -one years of age and not over thirty-nine years of age, and must have successfully completed the Basic Peace Officers Training course at the time of their original appointment as a police officer in the Police Division. However, in a case where an applicant has had experience in the State as a full-time police officer, the Personnel Officer may, at their discretion, accept applicants over thirty-nine years of age, with one year of increased age allowed for each year so served.

(Ord. 1994-10. Passed 6-13-94.)

(h) Every applicant for entrance examination for the uniformed police service and fire service shall pay an application fee established by the Personnel Officer in an even dollar amount calculated to cover the cost of the examination forms and study materials.

(Ord. 1994-33. Passed 12-19-94.)

161.06 EXAMINATIONS.

(a) All examinations shall be of such type as will test fairly the relative capacity and fitness of the applicants to discharge efficiently the duties for which the examination is given. Their content shall be determined by the Personnel Officer and they shall be responsible for the evaluation of the results. The examinations may be written or oral, physical or performance tests, and may be any combination of these.

(b) The Personnel Officer may require applicants to submit proof of their age, citizenship and military service at the time of the examination.

(c) Each person who takes an examination shall be given written notice as to whether they passed or failed such examination and of their relative standing on the eligible list, if they were successful. Each person shall be entitled to inspect their own papers, but not

those of other candidates, during regular office hours, under the supervision of the Personnel Officer.

(d) Before any person is appointed as a probationary employee, they shall be required to submit to a medical examination administered by a physician selected for that purpose by the Personnel Officer with the approval of the City Manager. A certificate by such physician, in a form prescribed by the City Manager, that the person so examined is in good health and is physically capable of performing the duties of the position, shall be prerequisite to appointment. The expense of this pre-employment physical examination shall be paid by the City.

(e) The City Manager may require the medical examination of any employee at any time during the term of the employee's service or as a prerequisite to call back for employment as set forth in Section 161.12(b). The expense of medical examinations prescribed in this section shall be paid by the City.

(f) Whenever in the judgment of the City Manager, Personnel Officer and the division head, positions above the entrance level should be filled by promotion, a promotional examination shall be given. Eligibility to take a promotional examination shall be determined by the Personnel Officer with the approval of the City Manager. Promotions shall be based upon a written competitive examination, length of service, a written evaluation from the department or division head and a personal interview by the City Manager, Personnel Officer and division head. The Personnel Officer shall determine the content of the examinations and shall be responsible for the evaluation of the results. Examinations shall be competitive unless the Personnel Officer finds that the number of persons qualified for promotion is insufficient to justify competition, in which case the promotional examination shall be noncompetitive in character, or as otherwise provided in Section 8.09 of the Charter. The Personnel Officer shall give written notice of the promotional examination which shall set forth the date, time and place and procedures and rules, as determined by the Personnel Officer which apply to the promotional examination.

161.07 ELIGIBLE LISTS.

(a) The Personnel Officer shall prepare and keep open to public inspection, from the results of each examination, an eligible list of the persons whose average grade is not less than seventy and who are otherwise eligible for appointment. Such persons shall take rank upon the eligible list in the order of their relative grades. Any person who is eligible for appointment at the time of the preparation of the eligible lists except for not having attained the age of twenty-one years, shall have their name included on such list with a notation that they are not eligible for appointment until having attained the age of twenty-one. Whenever it becomes necessary to hold a subsequent examination in order to obtain additional eligibles, the Personnel Officer may consolidate existing lists for the same position by rearranging the names of those whose names appear on an existing list which is to be merged with a new list in the order of their relative grades. Any eligible on an existing list shall have an opportunity to compete in the examination. (Ord. 1984-3. Passed 1-23-84.)

(b) The term of eligibility of each list and of the names appearing thereon shall be for two years. (Ord. 2007-7. Passed 4-10-07.)

(c) Regular employees laid off for lack of funds or work shall be placed on a reemployment eligible list and remain on such list for one year or for a period equal to their length of employment with the City, whichever is longer.

(d) A probationary employee, who is laid off for lack of funds or work while the original employment eligible list from which they were appointed is still in effect, shall be restored to their original place on that list.

(e) The name of any person appearing on an eligible list who:

(1) Fails to report or arrange within six days (Sundays and holidays excluded) for an interview with an appointing authority;

(2) Fails to respond to a notice from the Personnel Officer;

(3) Declines an appointment without reasons satisfactory to the Personnel Officer; or

(4) Cannot be located by the postal authorities,

shall not thereafter be certified to any appointing authority as eligible for appointment. The eligible person shall be notified to this effect unless their whereabouts are unknown. Their name may again be certified from the eligible list only in case a thoroughly satisfactory explanation of the circumstances is made to the Personnel Officer. In the event an eligible person's name appears on more than one list, appointment to a position in one class shall be considered a waiver for appointment from other eligible lists for classes the salary of which is equal or lower.

(f) If at any time after the creation of an eligible list, the Personnel Officer has reason to believe that any person whose name appears on any list is disqualified for appointment because of false statements made in their application, physical disability or for other comparable reasons, such person shall be notified and given an opportunity to be heard. If such person fails to appear for hearing, or upon being heard, fails to satisfy the Personnel Officer, their name shall be removed from such eligible list.

(Ord. 1976-35. Passed 12-13-76.)

161.08 APPOINTMENT AND PROBATION.

(a) Within two weeks after any certification of an eligible list has been made by the Personnel Officer, the appointing authority shall appoint one of the persons so certified to fill the vacancy. A notice of appointment shall be filed with the Director of Finance.

(b) Every original or promotional appointment from an eligible list shall be for a probationary period as agreed to in the collective bargaining agreements.

(c) Probationers shall become regular employees at the end of their probationary period, provided the evaluations indicate satisfactory performance of their duties.

(d) Probationers may be removed or demoted at any time during the probationary period. Such removals or demotions shall not be subject to appeal. Copies of all such notices shall be filed with the Personnel Officer and Director of Finance.

(e) Whenever an emergency exists which requires that a vacancy be filled at once in order to maintain public services, the City Manager may appoint any qualified person temporarily to perform the duties of the position.

(Ord. 1976-35. Passed 12-13-76.)

161.09 IN-SERVICE ACTIVITIES.

An annual report of the activities of the Personnel Officer shall be submitted to the City Manager within thirty days following the close of the City's fiscal year. The Personnel Officer shall make such other reports as may be required by the City Manager or by Council.

(Ord. 1976-35. Passed 12-13-76.)

161.10. DISCIPLINE.

(a) If an employee's conduct falls below a desirable standard, they are subject to disciplinary action. Some examples of cause for discipline are:

- (1) Failure to follow the orders of the supervisor or department head;
- (2) Absence from work without permission;
- (3) Being habitually absent or tardy;
- (4) Failure to perform assigned work in an acceptable manner;
- (5) Being wasteful of material, property or working time;
- (6) Inability to get along with fellow employees so that work is hindered or not up to required standards;
- (7) Failure to pay just debts;
- (8) Violating the Drug and Alcohol Policy;
- (9) Rudeness in dealing with the public;
- (10) Conduct unbecoming an employee;
- (11) Any act of dishonesty, theft or fraud;

(13) Violating City Policy;

(14) Any criminal offense.

Any disciplinary action which affects the pay or status of the employee, such as suspension from duty without pay, demotion in rank and salary and dismissal, shall be exercised only by the City Manager.

(b) The duty of maintaining discipline among the City employees shall rest primarily with the City Manager.

(c) An appeal shall be allowed from disciplinary action as provided in the Charter, Administrative Code and in this chapter, if requested by the non-bargaining unit employee affected.

(Ord. 1997-34. Passed 9-8-97.)

161.11 APPEALS PROCEDURE.

(a) In any case of reduction in pay or status, suspension for more than five days or removal of a non-bargaining employee, the appointing authority shall furnish such employee with a copy of the order of reduction, suspension or removal, which order shall state the reason therefor. Such order shall also be filed with the Personnel Appeals Board.

(b) Within ten days following the filing of such order with the Personnel Appeals Board, the non-bargaining employee may file an appeal, in writing with the Board. In the event such an appeal is filed, the Board shall forthwith notify the appointing authority and shall hear such appeal within thirty days from and after its filing with the Board. The Personnel Appeals Board may affirm, disaffirm or modify the judgment of the appointing authority.

(c) In cases of removal or reduction in pay for disciplinary reasons, either the appointing authority or the non-bargaining employee may appeal from the decision of the Personnel Appeals Board to the Court of Common Pleas in accordance with the procedure provided by Ohio R.C. 119.12.

(Ord. 1976-35. Passed 12-13-76.)

161.12 LAYOFF AND REINSTATEMENT.

(a) Whenever there is lack of work or lack of funds requiring a reduction in the number of employees of the City, the City Manager shall determine the classes of employment in which such reduction shall be made and the number to be laid off. The employees to be laid off shall be determined by the department and division head based on length of service. Such determination shall be submitted to the City Manager for action.

(b) When the work or financial situation permits, those who have been laid off shall be called back to work by the City Manager according to their status on the re-employment eligibility list and placed on available work at the appropriate pay.

(c) Any person who previously worked as a regular full-time police officer or firefighter and who voluntarily terminated their service with the City, may be considered for rehiring as a probationary employee in their prior classification, within a three-year period of the date of their voluntary termination, upon written recommendation of the department head or division head and with the approval of the City Manager. Rehiring under these circumstances may be done without a prior written competitive examination provided such person passes a medical examination as provided in Section 161.06(d).

(Ord. 1976-35. Passed 12-13-76.)

161.13 POLITICAL ACTIVITY.

See Charter, Section 8.07 . (Ord. 1962-41. Passed 12-26-62.)



TO: Mayor Tapp and City Council
FROM: Cory Swaisgood
RE: Ordinance No. 2023-23 (**third and final reading**) (*submitted by Andrea Rocco*)
DATE: August 22, 2023

Subject Matter/Background

Changes since first reading: Pronouns have been changed to be gender neutral throughout Chapter 163.

Administration is requesting Council approval on amendments to various employment and personnel provisions in the codified ordinances, to be effective January 1, 2024. These amendments will be on Council's agenda for first reading at the July 25th meeting (ORD 2023-22 and ORD 2023-23). Attached you will find a redlined version of each chapter, and a clean version of each chapter. As with all three reading ordinances, we strongly prefer to make most major edits on the first reading to ensure a true three readings. This is why we are sending this out early for your review.

- The purpose of these amendments are as follows:
- Consistency throughout the codified ordinances and City's employee manual.
- Clarity on specific processes around employment practices and leave time accruals/payouts.
- To align certain policies and processes with current practices and the collective bargaining agreements.
- To align certain language with federal employment laws.
- Provide attractive benefits for recruitment of potential employees, such as leave time carryover and usage.
- Remove outdated language that do not apply to current City practices and employees.

Summary of Code Changes to Chapter 163 (Employment Provisions)

- 163.02 – Cleans up language on eligibility of sick leave accrual and carryovers from another political subdivision. Currently, all new hires with prior service from another Ohio political subdivision can carryover up to 15 days of unused sick leave to the City of Huron. The amended language allows new hires to carryover all unused sick leave. However, this leave is restricted and will be tracked as a separate bank of leave.
- All other sick leave accrued as a City employee must be exhausted before using the transferred sick leave.
- Transferred sick leave cannot be donated and will not be paid out upon retirement.
- 163.04 – Provides clarity on holiday hours at December 31st and upon separation. Employees cannot carryover any unused holiday hours after December 31st of each year. Holiday hours cannot be paid out upon separation or retirement.
- 163.05 – The vacation leave section of the codified ordinances was outdated and lacked clarity. The

amended language does not change the amount of vacation accrual for non-bargaining employees, or carryover amounts. A table was added to the ordinance. The fire and police vacation accruals was removed since they must comply with the bargaining unit agreements.

- 163.05 – Currently, all new hires must wait a year before they can accrue and use vacation time. The amended language removes the one-year restriction and also allows the City Manager’s discretion on prior service in the calculation of vacation accruals upon hire.
- 163.07 – Currently, all non-bargaining employees are credited with 2 days of personal leave at the beginning of the year. The bargaining units allow for 3 days of personal leave every year. The amended language increases the personal days to 3 days a year for consistency with bargaining units. The amended language does not allow for a payout of personal leave upon separation and retirement. Personal leave cannot be carried over from year to year with this amended language, as well.

Financial Review

There is no immediate financial impact to recommended changes in Chapter 163. Additional liability will be evident in the future for additional vacation accruals based on experience. Any other additional leave time (e.g. personal and transferred sick) will not impact the budget since there is no payout of leave time for these types of leave upon separation. Departments will have to manage the additional personal day a staff member may be off throughout the year.

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. 2023-23 on its third and final reading is in order.

[Ordinance No. 2023-23 Chapter 163 \(2\).docx](#)

[Ordinance No. 2023-23 Exh A Chapter 163.pdf](#)

[Ordinance No. 2023-23 Exh B Chapter 163 \(3\).docx](#)

ORDINANCE NO. 2023-23
Introduced by Mark Claus

AN ORDINANCE AMENDING AND RESTATING CHAPTER 163 EMPLOYMENT PROVISIONS.

WHEREAS, City Staff and counsel for City on employment law and human resource matters have evaluated Chapter 163 and have determined that various provisions are in need of enhancement and improvement to accurately reflect current policies and procedures, and to ensure the effective and efficient operation of the City pertaining to employment and human resources matters;

WHEREAS, the City hereby adopts a new and amended and restated Ordinance to repeal and amend and restate Chapter 163 (Employment Provisions) to address the concerns of the City Staff and counsel for City on employment law and human resource matters.

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

Section 1: That Chapter 163 Employment Provisions of the Codified Ordinances of the City of Huron, Ohio WHICH CURRENTLY READS AS FOLLOWS: (refer to Exhibit "A" attached), shall be and hereby is repealed.

Section 2: That Chapter 163 Employment Provisions of the Codified Ordinances of the City of Huron, Ohio is hereby amended to read as follows: (refer to Exhibit "B" attached)

Section 3: 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 requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: That this Ordinance shall take effect and be in force from and after the time period contained in Section 3.06 of the Charter of the City of Huron.

Mark Claus, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

CHAPTER 163

Employment Provisions

- 163.01 Surety bonds required.
- 163.02 Sick leave.
- 163.03 Bereavement Leave.
- 163.04 Paid holidays.
- 163.05 Vacations.
- 163.06 Travel expenses; mileage allowance.
- 163.07 Personal leave.
- 163.08 Jury duty.
- 163.09 Military leave.
- 163.10 Training leave.
- 163.11 Emergency leave.
- 163.12 Cost-of-living salary adjustments.
- 163.13 Fringe benefits.
- 163.14 Weather emergencies.

CROSS REFERENCES

- Contract interest - see CHTR. §5.08
- Merit system - see CHTR. §8.01
- Exempt positions - see CHTR. §8.02
- Appeals - see CHTR. §8.05
- Promotional examinations - see CHTR. §8.09
- Personnel Division - see ADM. Ch. 161

163.01 SURETY BONDS REQUIRED.

The persons holding the following positions shall furnish to the Council Clerk a corporate surety bond in at least the amounts designated for each such position. The amount of any premium shall be paid by the City.

	Minimum Bond
City Manager	\$10,000.00
Mayor	2,500.00
Director of Finance	20,000.00
Assistant Director of Finance	20,000.00
Members of Police	2,500.00 each
Building Official	2,500.00
Bookkeeper-Cashier, Division of Income Taxation	20,000.00
Director of Utilities	5,000.00
All other City employees	2,500.00

The surety bond required for all of the above positions may, at the option of the City Manager, be included in a blanket corporate surety bond in at least the combined total of all the individual bonds set forth above.

(Ord. 1997-16. Passed 5-27-97.)

163.02 SICK LEAVE.

(a) Each full-time employee whose salary or wage is paid in whole or in part by the City shall be entitled, for each completed month of service, to sick leave of one and one-quarter (1.25) work days with pay. Full-time employees are entitled to accumulate an unlimited amount of sick leave. Employees with accumulated sick leave may use such sick leave, upon approval of the responsible department head, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees or for illness of a spouse or dependent child. A full-time salaried employee who transfers from one City department to another shall be credited with the unused balance of his accumulated sick leave. The responsible department head may require an employee taking sick leave to furnish a satisfactory affidavit that his absence was caused by illness due to any causes mentioned in this section. For absences in excess of three (3) consecutive days, the responsible department head shall notify human resources and human resources will follow up with the employee. - This section shall be uniformly administered to full-time and part-time employees.

(b) Effective January 1, 2009, a full-time employee who retires from service with the City may request and shall be paid an amount equal to one day's compensation, at his then

current salary, for every three (3) day's sick leave accumulated while employed by the City of Huron as of the date of retirement, but not to exceed an amount equal to his salary or wage for four hundred eighty (480) hours. This benefit shall only be available to full-time employees who qualify for, and actually take retirement through, their respective public retirement system. No payment for accumulated sick leave shall be available for, and shall not be paid to, full-time employees who resign or are terminated from their employment with the City. No payment for transferred sick leave will be paid at retirement or separation.

(d) A full-time employee who has a minimum of 1,000 hours accumulated sick leave by the end of December of the preceding year may request, in writing, by the last working day of January of any calendar year on a sick leave conversion form provided by the Finance Department and shall be granted the right to convert one-hundred twenty (120) hours sick leave to forty (40) hours personal time. An Employee shall not convert in excess of sixty-four (64) hour's personal time on any calendar year.(40 hours of converted sick time and 24 regular personal hours)

(e) Each full-time employee shall be allowed to transfer accumulated unused sick leave accrued while in the employment of another Ohio political subdivision, but the transferred time ("transferred sick") cannot be computed towards payouts, carryovers or donated time. Transferred sick time cannot be used until all regular accrued sick leave is exhausted. This transferred sick leave will never be paid out at retirement or separation and cannot be used to donate leave.

(Ord. 2008-36. Passed 10-28-08.)

163.03 BEREAVEMENT LEAVE.

(a) A maximum of four days leave of absence shall be granted to any full-time employee due to a death in his immediate family (mother, father, sister, brother, spouse, child, stepson, stepdaughter, stepbrother, stepsister, stepparent, half-brother, half-sister, grandparent, mother-in-law and father-in-law) and such time shall not be deducted from the employee's accumulated sick leave.

(b) A maximum of three days' leave of absence shall be granted to any full-time employee due to a death in the following members of his family: aunts, uncles, nieces, nephews. Such time shall be deducted from his accumulated sick leave.

(c) When, in the opinion of the responsible department head, additional leave of absence for family death is in the best interest of both the City and the employee, such additional leave may be granted and shall be deducted from the employee's accumulated sick leave.

(Ord. 2000-14. Passed 8-28-00.)

163.04 PAID HOLIDAYS.

(a) There shall be eleven paid holidays for full-time employees. These holidays shall be New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day. In addition, there shall be three one-half day paid holidays, these being one-half day before Christmas Day, one-half day before New Year's Day and one-half day on Good Friday afternoon. If it shall be necessary to work any or all of these days the employee may substitute working days at the discretion of the department head or City Manager.

(Ord. 2021-26. Passed 7-13-21.)

(b) In case the holiday falls on Saturday, the previous Friday shall be considered as the legal holiday. In case the holiday falls on Sunday, the following Monday shall be considered the legal holiday.

(Ord. 1994-25. Passed 12-12-94.)

(c) Any substituted working day for a holiday day authorized as provided in subsection (a) hereof must be taken by each employee entitled thereto, during the calendar year of such holiday. Unused holiday pay is lost as of December 31st of each year. is earned.

(d) If an employee leaves employment during the year, any used unaccrued holiday hours shall be deducted from the employee's leave payout. Unused accrued holiday hours shall not be paid out upon retirement or separation.

(Ord. 1984-12. Passed 3-12-84.)

163.05 VACATIONS.

(a) The Director of Finance is hereby authorized to account for the hourly accumulation of earned vacation time on the bi-weekly payroll check of every City employee. Earned vacation time on an hourly basis shall be accumulated and taken by all City employees on the following basis according to the chart below. Employees may carry over earned unused vacation time but such carryover shall be limited according to the chart. Upon employment separation or retirement, an employee's vacation leave balance is paid out at the employee's pay rate at separation or retirement. If an employee has used vacation time that had not been accrued yet and then separates from employment, the employee's last paycheck will deduct the used unaccrued time.

Years of Service	Annual Accrual	Annual Hours Earned	Accrual per week	Maximum Annual Carryover
1-6	2 weeks	80	3.08	160
7-12	3 weeks	120	4.62	160
13-19	4 weeks	160	6.15	160
20+	5 weeks	200	7.69	200

In all departments, vacation time off shall be scheduled with the department head. Scheduling of vacation time shall be coordinated so as to avoid disruption of necessary City services and functions of the specific department. Employees entitled to vacation time off shall file their vacation time request with their department head in accordance with departmental procedures designated by the City Manager.

The City Manager may, at his discretion, allow past relevant work experience to count toward prior service for vacation accrual purposes.

163.06 TRAVEL EXPENSES; MILEAGE ALLOWANCE.

In addition to regular salaries and compensation, travel expenses for official purposes shall be paid to officers and employees only when such trips and expenses are lawfully authorized by the City Manager or Council. Prior authorization shall be received in writing by the City Manager before any expenses are incurred.

Any officer or employee authorized to make a trip on official City business shall keep a complete and accurate record of the expenses so incurred. An itemized statement of expenses incurred together with receipts and/or receipted bills shall be submitted to the City Manager or Council for approval. Upon approval, the statement shall be submitted to the Director of Finance for payment. (Ord. 1984-1. Passed 1-9-84.)

Except where otherwise provided for, City personnel shall be allowed mileage reimbursement for the use of personal vehicles when used for travel on official business in an amount approved and authorized by the IRS, and as that amount may change from time to time. (Ord. 1997-10. Passed 3-10-97.)

163.07 PERSONAL LEAVE.

Each full-time employee shall be entitled to two extra days off with pay each calendar year. Such extra days shall be the choice of each employee, subject only to the approval of the department head. These two extra days will end on December 31, 2023. Effective January 1, 2024, each full-time employee shall be entitled to three personal days off with pay each calendar year. Such personal days shall be the choice of each employee, subject only to the approval of the department head. Such personal days shall be added to an

employee's leave accrual balance on January 1 to be used during the same year. Personal days shall not be carried over at the end of the calendar year. If an employee leaves employment during the year, any used unaccrued personal time shall be deducted from the employee's leave payout. Unused accrued personal leave shall not be paid out upon retirement or separation. Unused personal leave balance cannot exceed 64 hours at any one time. All personal leave must be used within the year accrued or it is lost. Sick time converted to personal leave must be used within a year of conversion or it is lost.

163.08 JURY DUTY.

A full-time employee who has been called for jury duty shall, upon notice to his department head, be paid his regular salary or wages less the amount of pay received for jury duty service. (Ord. 1976-35. Passed 12-13-76.)

163.09 MILITARY LEAVE.

(a) All officers and employees of the City who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or who are members of other reserve components of the armed forces of the United States, are entitled to a leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one days in any one calendar year.

(b) Any employee of the City who qualifies under subsection (a) above who is called to active duty for a national or state emergency by order of the President of the United States, the Congress of the United States, the Governor of the State of Ohio or the legislature of the State of Ohio shall be granted a leave of absence for the duration of such active duty. During this leave of absence, and at the expiration of the time limit specified in subsection (a) above, such employee shall receive from the City the difference between the employee's gross monthly base wage or salary with the City and the sum of the employee's gross monthly base wage or salary received from the military per month. During the leave of absence, such employee shall continue to accumulate vacation, sick leave, longevity credit, and other such benefits as would normally be available to the employee. Reinstatement rights and other rights shall be in accordance with all relevant provisions of Federal law and their companion rules and regulations.

(Ord. 2002-12. Passed 4-22-02.)

163.10 TRAINING LEAVE.

Employees may be granted leave with pay to attend professional meetings, training institutes and conferences at the discretion of the City Manager or Council.

(Ord. 1976-35. Passed 12-13-76.)

163.11 EMERGENCY LEAVE. REPEAL THIS SECTION

Ord. 1976-35. Passed 12-13-76.)

163.12 COST-OF-LIVING SALARY ADJUSTMENTS.

(EDITOR'S NOTE: Former Section 163.12 was repealed by Ordinance 1991-18, passed July 8, 1991.)

163.13 FRINGE BENEFITS.

(a) Full-time, employees only shall be entitled to receive any and all of the fringe benefits as set forth in the code or as are, from time to time, approved by Council.

(Ord. 1976-35. Passed 12-13-76.)

(b) The City shall provide for each full-time employee, a health insurance policy and a term life insurance policy in such face amounts and with premiums apportioned between the City and each employee as Council shall, from time to time, determine.

(Ord. 1996-8. Passed 3-25-96.)

(c) Council shall have the authorization to make exceptions to this section by motion approved by a majority of its members. (Ord. 1976-35. Passed 12-13-76.)

(d) Any type of fringe benefit (e.g. allowances, personal leave) earned during the year of retirement or separation from employment should be prorated on the employee's retirement or separation payout

163.14 WEATHER EMERGENCIES.

In the event of an emergency due to weather conditions, by reason of which non-bargaining unit employees are unable to report to work at their appointed times, the City Manager shall determine when an emergency exists and which employees were unable to report to work because of such emergency and each of such employees shall be entitled to his or her regular compensation for the missed work time **Employees already scheduled to be off, on or during the declared emergency, are not entitled to be paid.**

(Ord. 1982-16. Passed 4-12-82.)

CHAPTER 163

Employment Provisions

- 163.01 Surety bonds required.
- 163.02 Sick leave.
- 163.03 Bereavement Leave.
- 163.04 Paid holidays.
- 163.05 Vacations.
- 163.06 Travel expenses; mileage allowance.
- 163.07 Personal leave.
- 163.08 Jury duty.
- 163.09 Military leave.
- 163.10 Training leave.
- 163.11 Emergency leave.
- 163.12 Cost-of-living salary adjustments.
- 163.13 Fringe benefits.
- 163.14 Weather emergencies.

CROSS REFERENCES

- Contract interest - see CHTR. §5.08
- Merit system - see CHTR. §8.01
- Exempt positions - see CHTR. §8.02
- Appeals - see CHTR. §8.05
- Promotional examinations - see CHTR. §8.09
- Personnel Division - see ADM. Ch. 161

163.01 SURETY BONDS REQUIRED.

The persons holding the following positions shall furnish to the Council Clerk a corporate surety bond in at least the amounts designated for each such position. The amount of any premium shall be paid by the City.

	<u>Minimum Bond</u>
City Manager	\$10,000.00
Mayor	2,500.00
Director of Finance	20,000.00
Assistant Director of Finance	20,000.00
Members of Police	2,500.00 each
Building Official	2,500.00
Bookkeeper-Cashier, Division of Income Taxation	20,000.00
Director of Utilities	5,000.00
All other City employees	2,500.00

The surety bond required for all of the above positions may, at the option of the City Manager, be included in a blanket corporate surety bond in at least the combined total of all the individual bonds set forth above.

(Ord. 1997-16. Passed 5-27-97.)

163.02 SICK LEAVE.

(a) Each full-time employee whose salary or wage is paid in whole or in part by the City shall be entitled, for each completed month of service, to sick leave of one and one-quarter (1.25) work days with pay. Full-time employees are entitled to accumulate an unlimited amount of sick leave. Employees with accumulated sick leave may use such sick leave, upon approval of the responsible department head, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees or for illness of a spouse or dependent child. A full-time salaried employee who transfers from one City department to another shall be credited with the unused balance of their accumulated sick leave. The responsible department head may require an employee taking sick leave to furnish a satisfactory affidavit that their absence was caused by illness due to any causes mentioned in this section. For absences in excess of three (3) consecutive days, the responsible department head shall notify human resources and human resources will follow up with the employee. - This section shall be uniformly administered to full-time and part-time employees.

(b) Effective January 1, 2009, a full-time employee who retires from service with the City may request and shall be paid an amount equal to one day's compensation, at their then current salary, for every three (3) day's sick leave accumulated while employed by the City of Huron as of the date of retirement, but not to exceed an amount equal to their salary or wage for four hundred eighty (480) hours. This benefit shall only be available to full-time employees who qualify for, and actually take retirement through, their respective public retirement system. No payment for accumulated sick leave shall be available for, and shall not be paid to, full-time employees who resign or are terminated from their employment with the City. No payment for transferred sick leave will be paid at retirement or separation.

(c) A full-time employee who has a minimum of 1,000 hours accumulated sick leave by the end of December of the preceding year may request, in writing, by the last working day of January of any calendar year on a sick leave conversion form provided by the Finance Department and shall be granted the right to convert one-hundred twenty (120) hours sick leave to forty (40) hours personal time. An Employee shall not convert in excess of sixty-four (64) hours personal time on any calendar year. (40 hours of converted sick time and 24 regular personal hours). Transferred sick time will not be included in the sick leave conversion to personal time.

(d) Each full-time employee shall be allowed to transfer accumulate unused sick leave accrued while in the employment of another Ohio political subdivision, but the transferred time ("transferred sick") cannot be computed towards payouts, personal time conversion, carryovers or donated time. Transferred sick time cannot be used until all regular accrued sick leave is exhausted. This transferred sick leave will never be paid out at retirement or separation and cannot be used to donate leave.

(Ord. 2008-36. Passed 10-28-08.)

163.03 BEREAVEMENT LEAVE.

(a) A maximum of four days leave of absence shall be granted to any full-time employee due to a death in their immediate family (mother, father, sister, brother, spouse, child, stepson, stepdaughter, stepbrother, stepsister, stepparent, half-brother, half-sister, grandparent, mother-in-law and father-in-law) and such time shall not be deducted from the employee's accumulated sick leave.

(b) A maximum of three days' leave of absence shall be granted to any full-time employee due to a death in the following members of their family: aunts, uncles, nieces, nephews. Such time shall be deducted from their accumulated sick leave.

(c) When, in the opinion of the responsible department head, additional leave of absence for family death is in the best interest of both the City and the employee, such additional leave may be granted and shall be deducted from the employee's accumulated sick leave.

(Ord. 2000-14. Passed 8-28-00.)

163.04 PAID HOLIDAYS.

(a) There shall be eleven paid holidays for full-time employees. These holidays shall be New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day. In addition, there shall be three one-half day paid holidays, these being one-half day before Christmas Day, one-half day before New Year's Day and one-half day on Good Friday afternoon. If it shall be necessary to work any or all of these days the employee may substitute working days at the discretion of the department head or City Manager.

(Ord. 2021-26. Passed 7-13-21.)

(b) In case the holiday falls on Saturday, the previous Friday shall be considered as the legal holiday. In case the holiday falls on Sunday, the following Monday shall be considered the legal holiday.

(Ord. 1994-25. Passed 12-12-94.)

(c) Any substituted working day for a holiday day authorized as provided in subsection (a) hereof must be taken by each employee entitled thereto, during the calendar year of such holiday. Unused holiday pay is lost as of December 31st of each year. is earned.

(d) If an employee leaves employment during the year, any used unaccrued holiday hours shall be deducted from the employee's leave payout. Unused accrued holiday hours shall not be paid out upon retirement or separation.

(Ord. 1984-12. Passed 3-12-84.)

163.05 VACATIONS.

(a) The Director of Finance is hereby authorized to account for the hourly accumulation of earned vacation time on the bi-weekly payroll check of every City employee. Earned vacation time on an hourly basis shall be accumulated and taken by all City employees on the following basis according to the chart below. Employees may carry over earned unused vacation time but such carryover shall be limited according to the chart. Upon employment separation or retirement, an employee's vacation leave balance is paid out at the employee's pay rate at separation or retirement. If an employee has used vacation time that had not been accrued yet and then separates from employment, the employee's last paycheck will deduct the used unaccrued time.

Years of Service	Annual Accrual	Annual Hours Earned	Accrual per week	Maximum Annual Carryover
1-6	2 weeks	80	3.08	160
7-12	3 weeks	120	4.62	160
13-19	4 weeks	160	6.15	160
20+	5 weeks	200	7.69	200

In all departments, vacation time off shall be scheduled with the department head. Scheduling of vacation time shall be coordinated so as to avoid disruption of necessary City services and functions of the specific department. Employees entitled to vacation time off shall file their vacation time request with their department head in accordance with departmental procedures designated by the City Manager.

The City Manager may, at their discretion, allow past relevant work experience to count toward prior service for vacation accrual purposes.

163.06 TRAVEL EXPENSES; MILEAGE ALLOWANCE.

In addition to regular salaries and compensation, travel expenses for official purposes shall be paid to officers and employees only when such trips and expenses are lawfully

authorized by the City Manager or Council. Prior authorization shall be received in writing by the City Manager before any expenses are incurred.

Any officer or employee authorized to make a trip on official City business shall keep a complete and accurate record of the expenses so incurred. An itemized statement of expenses incurred together with receipts and/or receipted bills shall be submitted to the City Manager or Council for approval. Upon approval, the statement shall be submitted to the Director of Finance for payment. (Ord. 1984-1. Passed 1-9-84.)

Except where otherwise provided for, City personnel shall be allowed mileage reimbursement for the use of personal vehicles when used for travel on official business in an amount approved and authorized by the IRS, and as that amount may change from time to time. (Ord. 1997-10. Passed 3-10-97.)

163.07 PERSONAL LEAVE.

Each full-time employee shall be entitled to two extra days off with pay each calendar year. Such extra days shall be the choice of each employee, subject only to the approval of the department head. These two extra days will end on December 31, 2023. Effective January 1, 2024, each full-time employee shall be entitled to three personal days off with pay each calendar year. Such personal days shall be the choice of each employee, subject only to the approval of the department head. Such personal days shall be added to an employee's leave accrual balance on January 1 to be used during the same year. Personal days shall not be carried over at the end of the calendar year. If an employee leaves employment during the year, any used unaccrued personal time shall be deducted from the employee's leave payout. Unused accrued personal leave shall not be paid out upon retirement or separation. Unused personal leave balance cannot exceed 64 hours at any one time. All personal leave must be used within the year accrued or it is lost. Sick time converted to personal leave must be used within a year of conversion or it is lost.

163.08 JURY DUTY.

A full-time employee who has been called for jury duty shall, upon notice to their department head, be paid their regular salary or wages less the amount of pay received for jury duty service. (Ord. 1976-35. Passed 12-13-76.)

163.09 MILITARY LEAVE.

(a) All officers and employees of the City who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or who are members of other reserve components of the armed forces of the United States, are entitled to a leave of absence from their respective duties without loss of pay for such time as they are in the military service

on field training or active duty for periods not to exceed thirty-one days in any one calendar year.

(b) Any employee of the City who qualifies under subsection (a) above who is called to active duty for a national or state emergency by order of the President of the United States, the Congress of the United States, the Governor of the State of Ohio or the legislature of the State of Ohio shall be granted a leave of absence for the duration of such active duty. During this leave of absence, and at the expiration of the time limit specified in subsection (a) above, such employee shall receive from the City the difference between the employee's gross monthly base wage or salary with the City and the sum of the employee's gross monthly base wage or salary received from the military per month. During the leave of absence, such employee shall continue to accumulate vacation, sick leave, longevity credit, and other such benefits as would normally be available to the employee. Reinstatement rights and other rights shall be in accordance with all relevant provisions of Federal law and their companion rules and regulations.

(Ord. 2002-12. Passed 4-22-02.)

163.10 TRAINING LEAVE.

Employees may be granted leave with pay to attend professional meetings, training institutes and conferences at the discretion of the City Manager or Council.

(Ord. 1976-35. Passed 12-13-76.)

163.11 EMERGENCY LEAVE. REPEAL THIS SECTION

Ord. 1976-35. Passed 12-13-76.)

163.12 COST-OF-LIVING SALARY ADJUSTMENTS.

(EDITOR'S NOTE: Former Section 163.12 was repealed by Ordinance 1991-18, passed July 8, 1991.)

163.13 FRINGE BENEFITS.

(a) Full-time, employees only shall be entitled to receive any and all of the fringe benefits as set forth in the code or as are, from time to time, approved by Council.

(Ord. 1976-35. Passed 12-13-76.)

(b) The City shall provide for each full-time employee, a health insurance policy and a term life insurance policy in such face amounts and with premiums apportioned between the City and each employee as Council shall, from time to time, determine.

(Ord. 1996-8. Passed 3-25-96.)

(c) Council shall have the authorization to make exceptions to this section by motion approved by a majority of its members. (Ord. 1976-35. Passed 12-13-76.)

(d) Any type of fringe benefit (e.g. allowances, personal leave) earned during the year of retirement or separation from employment should be prorated on the employee's retirement or separation payout.

163.14 WEATHER EMERGENCIES.

In the event of an emergency due to weather conditions, by reason of which non-bargaining unit employees are unable to report to work at their appointed times, the City Manager shall determine when an emergency exists and which employees were unable to report to work because of such emergency and each of such employees shall be entitled to their regular compensation for the missed work time. Employees already scheduled to be off, on or during the declared emergency, are not entitled to be paid.

(Ord. 1982-16. Passed 4-12-82.)



TO: Mayor Tapp and City Council
FROM: Cory Swaisgood
RE: Ordinance No. 2023-27 (**second reading**) (*submitted by Cory Swaisgood*)
DATE: August 22, 2023

Subject Matter/Background

Ordinance Nos. 2023-27 and 2023-28 relate to the 2023, 2024 and 2025 Public Lighting Assessment and have been prepared by Bond Counsel following the required publication and noticing period. A total of twenty (20) properties were notified by certified mail as required for estimated assessments of \$250.00 or more. The noticing period for the publication and individual mailings has expired with no appeal letters received; therefore, the legislative process can move forward with the final two ordinances for Council adoption. The Administration has directed bond counsel to prepare legislation based on an anticipated millage of 0.65% (lower than the 2020/2021/2022 millage of 0.73%). The proceeds of the lighting assessment are anticipated to fund the annual liabilities associated with existing street, traffic and facility lighting and maintenance as well as various capital improvement lighting projects.

Ordinance No. 2023-27 provides authorization to proceed with the project as prepared.

Ordinance No. 2023-28 will authorize the assessment as prepared and is the final legislative step in the assessment process.

Adoption of these ordinances will allow Administration to prepare the final legal notice for publication and certify the legislation for submission to the County Auditor for placement and collection of the assessment on property tax records.

Financial Review

The proposed millage of .65% to be collected in 2024, 2025 and 2026 is expected to generate approximately \$167,765 annually over the 3-year time frame and will accommodate the expense related to public lighting costs and the specified capital lighting projects identified. 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 to adopt Ordinance No. 2023-27 as an emergency measure is in order.

[Ordinance No. 2023-27 Notice to Proceed Lighting Assessment \(1\).docx](#)

ORDINANCE NO. 2023-27
Introduced by Mark Claus

AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF CERTAIN PUBLIC PLACES IN THE CITY BY LIGHTING, AND DECLARING AN EMERGENCY.

WHEREAS, this Council has adopted Resolution No. 50-2023 on June 27, 2023 (the Resolution), declaring the necessity of making the improvement described in Section 1;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Huron, Erie County, Ohio, that:

Section 1: It is determined to proceed with and complete the improvement of certain public places in the City by lighting in accordance with Ordinance No. 2005-39, passed by Council on July 25, 2005.

Section 2: The improvement shall be made in accordance with the provisions of the Resolution and with the plans, specifications, profiles and estimate of cost previously approved and now on file in the office of the Clerk of Council.

Section 3: All claims for damages resulting from the improvement that have been legally filed shall be inquired into prior to completion of the improvement, and the Director of Law is authorized and directed to institute legal proceedings in a court of competent jurisdiction to inquire into those claims.

Section 4: The portion of the cost of the improvement to be assessed in accordance with the Resolution shall be assessed in the manner and pursuant to the payment schedules set forth, and on the lots and lands described, in the Resolution.

Section 5: The estimated special assessments previously prepared and filed in the office of the Clerk of Council are adopted.

Section 6: The Clerk of Council shall deliver a certified copy of this ordinance to the County Auditor within 15 days after its passage.

Section 7: Subject to the provisions of Section 727.24 of the Revised Code, the City Manager is authorized and directed to make and sign (or to confirm) a contract for the improvement, as applicable, and such contract is ratified and approved.

Section 8: This Council finds and determines that all formal actions of this Council and any of its committees 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 those formal actions were in meetings open to the public, all in compliance with the law.

Section 9: This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, safety and welfare of the City and for the further reason that this ordinance is required to be immediately effective so that it may be timely certified to the County Auditor so as to permit collection starting next year to meet the costs 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 service departments of the City; wherefore, this ordinance shall be in full force and effect immediately upon its passage.

Mark Claus, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

ORDINANCE NO. 2023-28
Introduced by Mark Claus

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE IMPROVEMENT OF CERTAIN PUBLIC PLACES IN THE CITY BY LIGHTING, AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Huron, Erie County, Ohio, that:

Section 1: The special assessments for the cost and expense of improving certain public places in the City by lighting in accordance with Ordinance No. 2005-39 passed by Council on July 25, 2005, pursuant to Resolution No. 50-2023 adopted June 27, 2023, to be levied annually at the rate of 0.65% of the tax value of the property assessed, which special assessments were filed and are on file with the Clerk of Council, are adopted and confirmed. Those special assessments are levied and assessed upon the lots and lands provided for in Resolution No. 50-2023 in the respective amounts set forth in the schedule of special assessments on file, which special assessments are in proportion to the special benefits and are not in excess of any statutory limitation.

Section 2: This Council finds and determines that the special assessments are in the same proportion to the estimated special assessments as the actual cost of the improvement is to the estimated cost of the improvement as originally filed.

Section 3: The special assessment against each lot or parcel of land shall be payable in three annual installments to be collected in the years 2024, 2025 and 2026. All special assessments shall be certified by the Clerk of Council to the County Auditor as provided by law to be placed on the tax duplicate and collected as taxes are collected.

Section 4: The Clerk of Council shall cause a notice of the passage of this ordinance to be published once in a newspaper of general circulation in this City and shall keep on file in the office of the Clerk of Council the special assessments.

Section 5: The Clerk of Council shall deliver a certified copy of this ordinance to the County Auditor within 20 days after its passage.

Section 6: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 7: This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, safety and welfare of the City and for the further reason that the levy of the special assessments may be immediately effective so that it may be timely certified to the County Auditor so as to permit collection starting next year to meet the costs 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 service departments of the City; wherefore, this ordinance shall be in full force and effect immediately upon its passage; wherefore, this ordinance shall be in full force and effect immediately upon its passage.

Mark Claus, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 59-2023 (*submitted by Stuart Hamilton*)
DATE: August 22, 2023

Subject Matter/Background

This project will install a sidewalk on the north side of Cleveland Road E, between Gateway and Anchorage. This portion of the walkability additions on the eastside is critical to tying everything together. The city was granted four easements across private property to allow us to install this portion. We would like to thank these parties for their cooperation.

While this will not be part of the Cleveland Road E sidewalk project, our intent is to bid this portion out at the same time as that project so we can realize the savings that this larger project will bring.

Financial Review

The Capital Improvement Fund (Fund 401) has sufficient budget and fund balance to accommodate this expense.

Amount: \$34,000

Account: 401-7550-55970

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 to adopt Resolution No. 59-2023 is in order.

[Resolution No. 59-2023 OHM Design Cleve Rd E Sidewalks \(2\).docx](#)

[Resolution No. 59-2023 Exh A OHM Design Gateway to Anchorage \\$34,000.pdf](#)

RESOLUTION NO. 59-2022

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR ENGINEERING SURVEY, DESIGN, BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES FOR SIDEWALK INSTALLATION ON CLEVELAND RD E FROM GATEWAY BLVD TO ANCHORAGE CIRCLE AS PART OF THE CLEVELAND ROAD EAST SIDEWALK EXTENSION TO HURON GREEN PROJECT IN AN AMOUNT NOT TO EXCEED THIRTY-FOUR THOUSAND AND 00/100 DOLLARS (\$34,000.00)

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 survey, design, bidding and construction administration services for sidewalk installation on Cleveland Rd E. from Gateway Blvd. to Anchorage Circle as part of the Cleveland Road East Sidewalk Extension to Huron Green Project in an amount not to exceed Thirty-Four Thousand and 00/100 Dollars (\$34,000.00), 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.

Mark Claus, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



August 2, 2023

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

RE: Cleveland Road E North Walk
Location: Huron, OH
Proposal #23088

Dear Mr. Hamilton:

The following scope of services, price proposal, and project schedule which represent our understanding of the 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

Project Understanding.....	2
Scope of Services - Information Gathering Tasks.....	2
Scope of Services - Design Engineering Tasks.....	2
Scope of Services - Bidding and Award Tasks	4
Price Proposal.....	5
Compensation.....	5
Anticipated Project Schedule.....	5
Clarifications and Assumptions	6
Client Responsibilities	6
Terms & Conditions	6

Sincerely,
OHM Advisors

Chad Lewis

Digitally signed by Chad Lewis
DN: C=US,
E=chad.lewis@ohm-advisors.com, O=OHM
Advisors, OU=Municipal, CN=Chad Lewis
Date: 2023.08.02 12:06:41-04'00'

Chad M. Lewis, PE
Project Manager
Chad.lewis@ohm-advisors.com
D: 216.865.1345

Russell Critelli, PE, PMP
Principal
Russ.critelli@ohm-advisors.com

Authorization to Proceed

Signature

Date

Printed Name

Title

OHM Advisors®

6001 EUCLID AVENUE SUITE 130
CLEVELAND OHIO 44103

T 216.865.1335

OHM-Advisors.com



Project Understanding

The referenced project includes sidewalk installation along to north side of Cleveland Road E from Gateway Boulevard to Anchorage Circle.

This proposal includes professional services for topographic survey, design engineering, bidding services, and construction administration, in accordance with the scoped tasks described herein.

Scope of Services - Information Gathering Tasks

Task #2 **Topographic Survey**

- The following services are included in the fee shown:
 - Limits of Survey:
 - Cleveland Road E from Gateway Boulevard to Anchorage Circle.....540 LF
 - Right-of-way limits plus 10 feet on the north side only
 - Data Collected:
 - All existing utilities (overhead, and underground), as field marked by OHIO811, or as provided by in record plans per ORC 153.64. Depths of underground conduit (gas, water, electric, fiber optic, telephone, cable, etc.) will be based on information provided by respective utilities.
 - All storm and sanitary sewers rim and pipe invert elevations and structures
 - All street pavement, curbs, and sidewalks
 - Driveways, hard surfaces, landscape areas, trees, bushes, etc.
 - Contour elevations
 - Other important topographic features that might impact design construction.
 - This information will be collected and provided in an AutoCAD format for use in design.

Scope of Services - Design Engineering Tasks

Task #56 **Pre-Design and Field Analysis**

- The following services are included in the fee shown:
 - Analysis
 - The engineer shall utilize a field review to verify existing basemap conditions for design considerations, construction, maintaining traffic, repair/replacement effort, and to make notations of specific areas of concern and caution for the engineering team and contractor.
 - Establish design criteria, standards, and specifications.
 - ODOT Location & Design Manuals
 - Huron Water Department
 - Erie County Department of Environmental Services (D.O.E.S.)
 - Recommendation
 - The engineer will verify limits and type of work to be performed on designated streets along with associated construction estimate updates to aid in project decision making.

Task #58 **Schematic Design**

- The following services are included in the fee shown:
 - Development of line, grade, and typical section design
 - Horizontal alignment of sidewalk
 - Vertical alignment of sidewalk



- Roadway typical section
- Initial analysis of site impacts, beyond the sidewalk including driveways, utilities, and adjacent property
- Preparation of schematic-level plan set (30% design) to include:
 - Title Sheet
 - Legend Sheet
 - Schematic Plan
 - Typical Section
 - Maintenance of Traffic Plan
 - Plan & Profile Sheets
- Deliverables:
 - Submittal of 30% Design Plans to client
 - Updated construction cost estimate.
 - Submittal of 30% Design Plans to public agencies, including:
 - Erie County D.O.E.S.
 - Submittal of 30% Design Plans set to private utility companies for initial coordination of location verification and potential impacts/conflicts with respective utilities.

Task #59 Design Development

- The following services are included in the fee shown:
 - Detailed CAD design of plan and profile sheets
 - Sidewalk, tree lawn and utility design
 - Detailed cross sections design to include the following:
 - Tree lawn, sidewalk, and swale
 - Grading details
 - All existing utilities
 - Utilities Analysis and Conflict Table
 - Intersection design
 - Maintenance of Traffic Design
 - Preparation of lane use details
 - Preparation of local detours and signage
 - Preparation of local access details
 - Preparation of plan sheets showing MOT plan
 - Deliverables:
 - Submittal of 70% Design Plans to client
 - Updated construction cost estimate.
 - Submittal of 70% Design Plans to public agencies, including:
 - Erie County D.O.E.S.
 - Submittal of 70% Design Plans and Utilities Analysis and Conflict Table to private utility companies for detail coordination and resolution of impacts/conflicts with respective utilities

Task #60 Construction Documents

- The following services are included in the fee shown:
 - Preparation of Construction Documents shall be as follows:
 - Title Sheet
 - Legend
 - Schematic Plan
 - Typical Section
 - General Notes
 - Maintenance of Traffic Notes and Plans



- General Summary
- Plan & Profile Sheets
- Cross Sections
- Construction Details
- Traffic Control
 - Pavement Marking
 - Signing
- Design will include all details and specifications required for public bidding of a unit price contract, in accordance with industry standards.
- Deliverables:
 - Submittal of 100% Design Plans to client
 - Updated construction cost estimate.
 - Submittal of 100% Design Plans to public agencies, including:
 - Erie County D.O.E.S.
 - Submittal of 100% Design Plans set to private utility companies for final resolution of conflicts with respective utilities.

Task #90 Official Engineer's Project Cost Estimate

- The following services are included in the fee shown:
 - Finalization of estimated quantities for construction
 - Evaluation and Estimate of Construction Costs based on historical bid pricing.

Scope of Services - Bidding and Award Tasks

Task #151 Bidding and Contract Documents

- The following services are included in the fee shown:
 - Preparation of bid documents including legal advertisement, instructions to bidders, bid forms, contract forms and affidavits, prevailing wage forms, EEO forms, scope of work, schedule, and other Owner forms and requirements to be added to the public bidding process.
 - These documents will be 100% complete, ready for bidding of the Public Project
 - Bid books will be made available for purchasing by bidders.
 - Contract Documents
 - Upon community legislation to award the construction bid, OHM will prepare (3) three copies of contract documents for execution, bonding, insurance, etc.
 - OHM will prepare the notice of commencement for signature(s)

Task #152 Bid Process, Review, and Award

- The following services are included in the fee shown:
 - Addendums/Clarifications
 - This activity is necessary to provide written explanation to all bidders for any questions regarding the bid documents and plans.
 - Depending upon the size and complexity of the project, multiple addendums/clarifications may be required for the project.
 - OHM will prepare addendums/clarifications and any necessary supporting documents and distribute to plan holders.
 - Post-Bid Activities
 - Evaluation of bids and contractor qualifications
 - Pre-Award Meeting to review all bid items with apparent low bidder.
 - Recommendation of Award to the Owner



- The fee provided includes one bidding process only. In the event the project needs rebid, a contract modification will be submitted for the additional bidding services provided. Additional services will commence upon approval of the contract modification.

Price Proposal

#	Information Gathering Tasks	Fee
Task #2	Topographic Survey	\$ 5,000
	Subtotal =	\$ 5,000
#	Design Engineering Tasks	Fee
Task #56	Pre-Design and Field Analysis	\$ 2,000
Task #58	Schematic Design	\$ 5,000
Task #59	Design Development	\$ 8,000
Task #60	Construction Documents	\$ 7,000
Task #90	Official Engineer's Project Cost Estimate	\$ 1,000
	Subtotal =	\$23,000
#	Bidding and Award Tasks	Fee
Task #151	Bidding and Contract Documents	\$ 3,000
Task #152	Bid Process, Review, and Award	\$ 3,000
	Subtotal =	\$ 6,000
	Grand Total =	\$34,000

Compensation

The fee proposal above shall be completed on a lump sum basis.

Anticipated Project Schedule

Information Gathering Tasks: August – September 2023

Design Engineering Tasks: October – November 2023

Bidding & Award Tasks: January – February 2024



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.
 - 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.

Client Responsibilities

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

Terms & Conditions

The Terms and Conditions contained in the Annual Engineering contract per resolution number 5-2021 shall also apply to this contract.



TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Resolution No. 60-2023 (*submitted by Jack Evans*)
DATE: August 22, 2023

Subject Matter/Background

Resolution No. 60-2023 authorizing emergency water main repairs on Sawmill Parkway in an amount not to exceed \$105,876.00. The water main broke as the direct result of a semitruck colliding with a fire hydrant. This resolution authorizes an agreement with R.A. Bores Excavating, Inc. to perform the work necessary to replace 53' of 12" ductile iron watermain with PVC. The new line must be directionally bored under the creek near the culver. The City will seek reimbursement from the insurer of the vehicle causing the damage.

Financial Review

The City will utilize the Water Capital Fund to pay for this repair. The City's insurance agent is on notice if the party causing the damage does not timely reimburse the City for the repair.

Account: 603-9501-59999

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. 60-2023 is in order.

[Resolution No. 60-2023 RA Bores Excavating Sawmill Pkwy Watermain \\$105,876.00 \(2\).docx](#)
[Resolution No. 60-2023 Exh A RA Bores Excavating Quote \\$105,876.00.pdf](#)

RESOLUTION NO. 60-2023
Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH R.A. BORES EXCAVATING, INC. FOR REPLACEMENT OF A WATER MAIN DAMAGED IN A VEHICLE ACCIDENT ON SAWMILL PARKWAY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIVE THOUSAND EIGHT HUNDRED SEVENTY-SIX AND XX/100 DOLLARS (\$105,876.00).

WHEREAS, an emergency water main repair is required on Sawmill Parkway as a result of a semitruck colliding with a fire hydrant on May 30, 2023, causing the water main to break; and

WHEREAS, the repair includes replacement of 153' of 12" ductile iron watermain with PVC, and the line must be directionally bored under the creek near the culvert.

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with R.A. Bores Excavating Inc. For water main replacement on Sawmill Parkway in an amount not to exceed One Hundred Five Thousand Eight Hundred Seventy-Six and 00/100 Dollars (\$105,876.00, 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.

Mark Claus, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



R. A. Bores
Excavating, Inc.
2819 Dogtown Rd.
PO Box 217
Monroeville, OH 44847

Office: 419-465-4673
Fax: 419-465-3083
bob@raboresh.com
luke@raboresh.com
vickie@raboresh.com

Quote

Date	Quote #
8/1/2023	1427

An Equal Opportunity Employer

Name / Address
City of Huron Attn: Jack Evans 417 Main St. PO Box 468 Huron, Ohio 44839

Rep	Project

Description	Total
<p>12" Water Line @ Culvert of Sawmill Parkway</p> <p>Revised Quote to perform the following water line work directly with the City Water Dept. Price per L.F. - Original Quote \$785.00 per ft. Revised Quote: \$692.00 per ft.</p> <p>We visited the site late Friday 07-28-23, and met with Terry Oats, from the water department, to determine the scope of work.</p> <p>1. Replace approx. 153 L.F. of 12" D.I.P. with 12" PVC Cert-a-Lok Pipe by directional drill method. 2. Install 2" blow off at each end of the pipe to sample and pressure test prior to connecting to the existing 12" D.I.P. 3. After testing is complete, will make connection to existing 12" D.I.P. using M.J. bends.</p> <p>NOTE: Will invoice for actual amount of pipe installed.</p> <p>\$692/ft. X 153 ft. = \$105,876</p>	
Total	\$0.00



TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Resolution No. 61-2023 (*submitted by Jack Evans*)
DATE: August 22, 2023

Subject Matter/Background

Staff are actively chasing funding sources to help pay for this project. The deadline for the grant application submission is September 8, 2023. This is a combination application, with \$175,000 being a grant, and the balance being a low interest loan.

Financial Review

If awarded, this will reduce the City's local portion of the project through a grant and low interest loan.

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 to adopt Resolution No. 61-2023 is in order.

[Resolution No. 61-2023 OPWC Grant App Secondary Intake.doc](#)
[Resolution No. 61-2023 Exh A OPWC Application \(1\).pdf](#)

RESOLUTION NO. 61-2023

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION (OPWC), SCIP AND LTIP PROGRAM YEAR 38, FY 2025 GRANT AND/OR LOAN RELATING TO THE HURON WATER TREATMENT PLANT SECONDARY INTAKE PROJECT IN THE AGGREGATE AMOUNT OF TWO HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$262,500.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AND/OR LOAN AWARD IN AN AGGREGATE AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND XX/100 DOLLARS (\$262,500.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron desires to seek grant/loan funding from the Ohio Public Works Commission (OPWC), SCIP and LTIP Program Year 38, FY 2025 to partially subsidize the Huron Water Treatment Plant Secondary Intake Project (referred to as the "Project"); and

WHEREAS, the Projects meets basic eligibility requirements for project funding as it has a direct relationship to water supply capital infrastructure; and

WHEREAS, the City of Huron has the authority to apply for financial assistance and to administer the amounts received from OPWC; and

WHEREAS, the City of Huron must direct and authorize the City Manager, Matthew Lasko, to act as the Authorized Representative for the application and project, if awarded.

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

SECTION 1. That the Council of the City of Huron authorizes and directs the City Manager to submit a grant application through the Ohio Public Works Commission (OPWC) SCIP and LTIP Program Year 38, FY 2025 to become eligible for potential grant and/or loan funding assistance relating to the Huron Water Treatment Plant Secondary Intake Project in the aggregate amount of Two Hundred Sixty-Two Thousand Five Hundred and xx/100 Dollars (\$262,500.00). A copy of the financial assistance application materials is attached hereto as Exhibit "A."

SECTION 2. That if grant and/or loan funds are awarded, authorization is given to the City Manager to execute any agreement(s) with OPWC to be eligible for funding under the program, and to accept the grant and/or loan award of up to Two Hundred Sixty-Two Thousand Five Hundred and xx/100 Dollars (\$262,500.00).

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

SECTION 4. That this Resolution shall go into effect and be in full force and effect immediately upon its passage.

Mark Claus, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



Erie Regional Planning Commission Department of Planning & Development

*2900 Columbus Avenue
Sandusky, Ohio 44870-5554
Phone: 419-627-7792 Fax: 419-627-6670*

Planning for the future of Erie County

June 12, 2023

RE: OPWC - ROUND 38 SCIP & LTIP APPLICATIONS

It's time again to prepare OPWC grant and loan program applications.

Applicants should submit either paper or electronic applications (pdf on a CD, DVD, or electronic storage device) to the Erie County Regional Planning Department **no later than Friday September 8, 2023 at 4:00 p.m.**

Applications need to include the following documents:

- **Application for Financial Assistance form.** (attached)
- **Round 38 District 5 Capital Improvement Projects Questionnaire and Priority Rating Sheet.** (attached)
- **Certified copy of legislation from applicant authorizing a designated official to sign and submit the application.**
- **Financial Officer Statement stating that local funds are available**
- **Professional Engineer's Cost Estimate and Useful Life.**
- **Supporting Documentation:** For road projects you will need a traffic count that is no more than three years old and if your project will create jobs, you will need documentation. Pictures and maps always help.

Also attached for your review are the Supplemental Application Instructions revised November 2021. Villages and Townships that qualify for the Small Government Program are urged to complete that section of the application as they may qualify for funding out of that program.

Please do not hesitate to contact me if you need clarification on this letter or have questions regarding the application process. For additional information on applying, please visit:

<https://www.mvpo.org/opwc-r38-applications>

Regards,

Kevin Cannon
Erie County Regional Planning

District 5 PY38/FY25 SCIP and LTIP Schedule

Friday, September 8, 2023

Deadline for SCP and LTIP projects to be submitted to County sub-committees in paper or electronic form

Friday, October 6, 2023

All SCIP and LTIP project applications due to the District 5 Liaison and will either be entered into the portal by local staff or liaison.

Tuesday, November 7, 2023

Executive Committee to review SCIP and LTIP project applications

Tuesday, November 21, 2023

Deadline for District 5 Small Government Committee to rate and rank project applications

Tuesday, December 12, 2023
@ 5:00 p.m. at Wood County

District 5 Executive Committee to take final action on SCIP and LTIP projects

Tuesday, December 12, 2023
@5:15 p.m. at Wood County

District 5 Integrating Committee to take final action on project applications

Friday, December 15, 2023

Deadline for to submit project applications to The Ohio Public Works Commission

Project Agreements will **tentatively** be received by the applicant on or before July 1, 2025.



State of Ohio
Public Works Commission
Application for Financial Assistance

IMPORTANT: Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form.

Applicant

Applicant: _____ Subdivision Code: _____

District Number: _____ County: _____ Date: _____

Contact: _____ Phone: _____
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)

Email: _____ FAX: _____

Project

Project Name: _____ Zip Code: _____

Subdivision Type	Project Type	Funding Request Summary
(Select one)	(Select single largest component by \$)	(Automatically populates from page 2)
<input type="checkbox"/> 1. County	<input type="checkbox"/> 1. Road	Total Project Cost: _____ 0 .00
<input type="checkbox"/> 2. City	<input type="checkbox"/> 2. Bridge/Culvert	1. Grant: _____ 0 .00
<input type="checkbox"/> 3. Township	<input type="checkbox"/> 3. Water Supply	2. Loan: _____ 0 .00
<input type="checkbox"/> 4. Village	<input type="checkbox"/> 4. Wastewater	3. Loan Assistance/ Credit Enhancement: _____ 0 .00
<input type="checkbox"/> 5. Water (6119 Water District)	<input type="checkbox"/> 5. Solid Waste	
	<input type="checkbox"/> 6. Stormwater	Funding Requested: _____ 0 .00

District Recommendation (To be completed by the District Committee)

Funding Type Requested	SCIP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
(Select one)		
<input type="checkbox"/> State Capital Improvement Program	RLP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> Local Transportation Improvement Program	Grant:	Amount: _____ .00
<input type="checkbox"/> Revolving Loan Program	LTIP:	Amount: _____ .00
<input type="checkbox"/> Small Government Program		
District SG Priority: _____	Loan Assistance / Credit Enhancement:	Amount: _____ .00

For OPWC Use Only

STATUS	Grant Amount: _____ .00	Loan Type: <input type="checkbox"/> SCIP <input type="checkbox"/> RLP
Project Number: _____	Loan Amount: _____ .00	Date Construction End: _____
_____	Total Funding: _____ .00	Date Maturity: _____
Release Date: _____	Local Participation: _____ %	Rate: _____ %
OPWC Approval: _____	OPWC Participation: _____ %	Term: _____ Yrs

1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

1.1 Project Estimated Costs

Engineering Services

Preliminary Design:	_____	.00	
Final Design:	_____	.00	
Construction Administration:	_____	.00	
Total Engineering Services:	a.) _____	0 .00	_____ 0 %
Right of Way:	b.) _____	.00	
Construction:	c.) _____	.00	
Materials Purchased Directly:	d.) _____	.00	
Permits, Advertising, Legal:	e.) _____	.00	
Construction Contingencies:	f.) _____	.00	_____ 0 %
Total Estimated Costs:	g.) _____	0 .00	

1.2 Project Financial Resources

Local Resources

Local In-Kind or Force Account:	a.) _____	.00	
Local Revenues:	b.) _____	.00	
Other Public Revenues:	c.) _____	.00	
ODOT / FHWA PID: _____	d.) _____	.00	
USDA Rural Development:	e.) _____	.00	
OEPA / OWDA:	f.) _____	.00	
CDBG:	g.) _____	.00	
<input type="checkbox"/> County Entitlement or Community Dev. "Formula"			
<input type="checkbox"/> Department of Development			
Other: _____	h.) _____	.00	
Subtotal Local Resources:	i.) _____	0 .00	_____ 0 %

OPWC Funds (Check all requested and enter Amount)

Grant: _____ 0 % of OPWC Funds	j.) _____	.00	
Loan: _____ 0 % of OPWC Funds	k.) _____	.00	
Loan Assistance / Credit Enhancement:	l.) _____	.00	
Subtotal OPWC Funds:	m.) _____	0 .00	_____ 0 %
Total Financial Resources:	n.) _____	0 .00	_____ 100 %

1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement:	_____ .00	<u>0</u> %
2.2 Total Portion of Project New / Expansion:	_____ .00	<u>0</u> %
2.3 Total Project:	<u>0</u> .00	<u>100</u> %

3.0 Project Schedule

3.1 Engineering / Design / Right of Way	Begin Date: _____	End Date: _____
3.2 Bid Advertisement and Award	Begin Date: _____	End Date: _____
3.3 Construction	Begin Date: _____	End Date: _____

Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed.

Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: _____ Years Age: _____ (Year built or year of last major improvement)

Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

4.2 User Information

Road or Bridge: Current ADT _____ Year _____ Projected ADT _____ Year _____

Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.

Residential Water Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Residential Wastewater Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Stormwater: Number of households served: _____

4.3 Project Description

A: SPECIFIC LOCATION (Supply a written location description that includes the project termini; a map does not replace this requirement.) 500 character limit.

B: PROJECT COMPONENTS (Describe the specific work to be completed; the engineer's estimate does not replace this requirement) 1,000 character limit.

C: PHYSICAL DIMENSIONS (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and sizes, mgd capacity, etc in detail.) 500 character limit.

5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

5.1 Chief Executive Officer (Person authorized in legislation to sign project agreements)

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

FAX: _____

E-Mail: _____

5.2 Chief Financial Officer (Can not also serve as CEO)

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

FAX: _____

E-Mail: _____

5.3 Project Manager

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

FAX: _____

E-Mail: _____

6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- ☐ A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.
- ☐ A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.
- ☐ A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.
- ☐ A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.
- ☐ Farmland Preservation Review - The Governor's Executive Order 98-III, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.
- ☐ Capital Improvements Report. CIR Required by O.R.C. Chapter 164.06 on standard form.
- ☐ Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.

Certifying Representative (Printed form, Type or Print Name and Title)

Original Signature / Date Signed

DISTRICT FIVE

OHIO PUBLIC WORKS COMMISSION

QUESTIONNAIRE and SCORING METHODOLOGY

Program Year 38/ Fiscal Year 2025

**For Preparing an Application for a
State Capital Improvement Program and Local Transportation
Improvement Program Project**



- OPWC Rep:** Ashley Ellrod **OPWC Liaison:** Dennis Miller
- Phone:** 614-745-9076 **Phone:** 419-784-3882
- Email:** Ashley.ellrod@pwc.ohio.gov **Email:** dmiller@mvp.org



TO: Mayor Tapp and City Council
FROM: Terri Welkener , Clerk of Council
RE: Motion to set the re-zoning application of Sawmill Creek LLC on parcels annexed into the City of Huron from the current R-1 Single Family Residential to B-3 General Business for a Public Hearing to be held on September 26, 2023 at 6:30pm in Council Chambers.
DATE: August 22, 2023

[2023_Rezoning Signed Package_Sawmill Creek LLC_06_27_23.pdf](#)

City of Huron
Planning and Zoning Department
417 Main St. Huron, Ohio 44839
P: 419-433-5000
F: 419-433-5120



**RE-ZONING PROCEDURE
OUTLINE AND APPLICATION
Codified Ordinance Section 1131.03**

This application is used to request consideration for the re-districting/re-zoning of a property. Prior to the submission of an application, a meeting with the Planning & Zoning Manager is required for review of the re-districting/re-zoning request.

The completed application will be submitted to the Planning & Zoning Department. The following schedule and time table shall serve as a guideline:

1. Completed application, documentation, and fee received by the Zoning Department
2. A notification is submitted to the City Council at their next regularly scheduled meeting. A motion to refer the case to the Planning Commission is made.
3. Planning Commission consideration and recommendation to the City Council (at least thirty (30) days from their (Planning Commission's) receipt of the application. Notifications are sent out to the parties of interest as required in Section 1131.03 of the Codified Ordinances at least twenty (20) days before the Planning Commission considers the matter.
4. Report and recommendation to the City Council at their (City Council's) next regularly scheduled meeting
5. City Council Public Hearing (at least thirty (30) days from their receipt of Planning Commission's recommendation)
6. City Council to take final legislative action (Ordinance).

CITY OF HURON
APPLICATION TO RE-DISTRICT PROPERTY
(Type or Print)

Date : June 27, 2023

Property Owner: Sawmill Creek, LLC

Address: PO Box 543185

City, State, Zip: Dallas, TX 75354

Email Address: bwitherow@cedarfair.com

Address of Property to be Rezoned:

Shall be per all owned by "Sawmill Creek LLC" properties and as per the Signed Annexation Document attached.

Parcel Number: Shall be per all owned by "Sawmill Creek LLC" properties and as per the Signed Annexation Document

Applicant: (Name & Address - if different from the property owner)

Fox Architectural Design, LLC- Joshua Fox RA

3105 Huron Avery Rd, Huron, OH 44839

Current Zoning District of Subject Property:

R-1 ☒ R-2 ☐ R-3 ☐ B-1 ☐ B-2 ☐ B-3 ☐

I-1 ☐ I-2 ☐ Other: _____

Explain the reason that re-districting/re-zoning is being

requested: Pursuant to the previous site jurisdiction (Huron Township), all uses were conditional, however, upon the

annexation of Sawmill Creek, LLC into the City of Huron, Ohio limits, the codified ordinances automatically revert the zoning
back to a R-1 Single Family zoning District, which does not currently allow for the non-conforming uses as they exist presently.

Proposed Zoning District of Subject Property:

R-1 ☐ R-2 ☐ R-3 ☐ B-1 ☐ B-2 ☐ B-3 ☒

I-1 ☐ I-2 ☐ Other: _____

Was a re-zoning request ever submitted for this property? No ☒ Yes ☐: Date _____

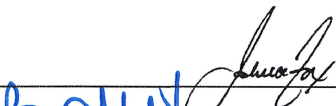
Is the applicant represented by legal counsel? Yes ☒ No ☐

If Yes, Counsel's Name and Address: Majeed G. Makhoulf- Berns, Ockner & Greenberger, LLC
3733 Park East Dr. Suite 200, Beachwood, OH 44122

Contact Number and Email 234-349-2040 mmakhoulf@bernssockner.com

The following must be attached to this application:

1. A survey and legal description of the property. (Attached Find: "Signed Annexation Document" and "Alta Survey")
2. A map of the subject property (maximum size 11" x17")
3. A map of the subject property in relation to the adjoining properties.(max size 11" x 17")
4. A complete list of the names and current addresses of all property owners within 150' of the exterior boundaries of the subject property.
5. A \$250.00 non-refundable application fee, made payable to the City of Huron. (Section 1321.12 (c))

Applicant Signature:  Joshua C. Fox, Architect 06/27/23

Property Owner Signature:  Brian Witherow, Chief Financial Officer 06/27/23
(required)

DO NOT WRITE BELOW THIS LINE

Date Completed Application Received: _____

Zoning Department Representative: _____

Date Submitted to City Council: _____

Date Submitted to Planning Commission: _____



OVERALL ADJOINING PROPERTY MAP
SCALE: N.T.S.

REFERENCE ONLY
PLEASE REFER TO THE BOUNDARY AND TOPOGRAPHIC SURVEY CREATED BY
OTHERS. THIS SHEET IS SOLELY ISSUED FOR APPROXIMATE LOCATIONS FOR
EXISTING PROPERTIES PER THE AUDITORS SITE. SHALL BE VERIFIED BY
CONTRACTOR WITH ALL PLATS PRIOR TO ANY CONSTRUCTION.

CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS!
NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"

OVERALL ADJOINING PROPERTY MAP
RE-ZONING ALL PROPERTIES
SAWMILL CREEK, LLC
400 SAWMILL CREEK DR. W.
HURON, OH 44839

JUNE 27, 2023

JOB NO.

SKI.0

ORIGINAL DRAWING SIZE 24"x36"

REVISIONS	

THE DRAWINGS AND THE INFORMATION SHOWN
REPRESENT THE ORIGINAL UNPUBLISHED WORK OF
FOX ARCHITECTURAL DESIGN, LLC AND SHALL NOT BE
REPRODUCED OR DUPLICATED IN WHOLE OR IN PART
WITHOUT WRITTEN CONSENT OF THE ARCHITECT. 2023.



ARCHITECTURAL DESIGN
M: 419.677.6961 E: JOSH@FOXARCHITECTURAL.COM
3105 HURON AVERY RD. HURON OHIO 44839

Date: June 27, 2023

Project: Sawmill Creek Properties- Rezoning

**PROPERTY OWNERS ADDRESSES
BASED ON ERIE COUNTY FISCAL OFFICE'S CURRENT TAX LIST AS
OF JUNE 27, 2023
150' OF PARCEL
June 27, 2023 (60 Properties)**

1. **39-61002.000**
STATE OF OHIO DEPT OF NAT RESOURCES
2045 MORSE ROAD
COLUMBUS OH 43229
2. **39-61008.000**
STATE OF OHIO DEPT OF NAT RESOURCES
2045 MORSE ROAD
COLUMBUS OH 43229
3. **39-00054.000**
POKORNY DONALD & ANN
5665 GRACE WOODS DRIVE
WILLOUGHBY OH 44094
4. **39-00053.001**
HURON ECONO LODGE LP 3/4 & RAF DEVELOPMENT CO INC 1/4
C/O DENNIS MICHELSON
6322 146TH ST S.W.
EDMONDS WA 98026
5. **39-00052.000**
HILL GREGORY L & THOMAS G BLEILE
609 MARINER VILLAGE
HURON OH 44839

LIST OF ADJACENT PROPERTIES

- 6. 39-00052.000**
HILL GREGORY L & THOMAS G BLEILE
609 MARINER VILLAGE
HURON OH 44839
- 7. 39-01026.000**
HILL GREGORY L & LISA R
609 MARINER VILLAGE
HURON OH 44839
- 8. 39-01076.002**
HILL GREGORY L
626 MARINER VILLAGE
HURON OH 44839
- 9. 39-00060.000**
BENNETT DANIEL F & KRISTINE M
2408 CLEVELAND RD W
HURON OH 44839
- 10. 39-00419.000**
RESORT PROPERTIES MANAGEMENT LTD
609 MARINER VILLAGE
HURON OH 44839
- 11. 39-00353.000**
EISENBERG BERT E TRUSTEE
7935 AIRPORT RD
NAPLES FL 34109

LIST OF ADJACENT PROPERTIES

- 12. 39-01089.000**
EISENBERG BERT E TRUSTEE
7935 AIRPORT RD
NAPLES FL 34109
- 13. 39-01091.000**
LJJ OHIO LLC
132 SHEPPARD AVE
NY ONTARIO M2N 1M5
- 14. 39-00534.000**
LINCOLN BROTHER PROPERTIES LLC
50088 VENICE COURT
NORTHVILLE MI 48168
- 15. 39-01005.000**
ONE PARSEC LTD
2115 CLEVELAND RD W
HURON OH 44839
- 16. 39-00930.001**
VILLA ON THE LAKE LIMITED PARTNERSHIP
220 MARION AVE
MANSFIELD OH 44903
- 17. 39-01076.011**
DANIELS JOHN B & VICTORIA E CO TRUSTEES
5221 SPRUCE POINTE LN
BRUNSWICK OH 44212

18. 39-01076.028

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

19. 39-01076.023

**MERRELL DANNY W & DENISE M PAJER-MERRELL
324 SAWMILL CREEK DR
HURON OH 44839**

20. 39-01077.002

**CLARK JUDITH A TRUSTEE
402 TECUMSEH PLACE
HURON OH 44839**

21. 39-01077.008

**YANUS GARY D
14436 TRISKETT RD
CLEVELAND OH 44111**

22. 39-00986.000

**VERMEEREN BARRY W & DIXIE A
501 MARINER VILLAGE DR
HURON OH 44839**

23. 39-01026.002

**VISCI JACQUELINE H TRUSTEE
506 MARINER VILLAGE
HURON OH 44839**

LIST OF ADJACENT PROPERTIES

24. 39-01026.007

**511 MARINER VILLAGE LLC
6572 BALLANTRAE PL
DUBLIN OH 43016**

25. 39-01026.096

**BRIAN GARY S & VICTORIA
51 MARINER VILLAGE
HURON OH 44839**

26. 39-0126.096

**PARKER TONIA F & STEVEN L CONKLIN
514 MARINER VILLAGE DR
HURON OH 44839**

27. 39-01026.023

**523 MARINER VILLAGE LLC
31108 HUNTINGTON WOODS PKWY
BAY VILLAGE OH 44140**

28. 39-01026.016

**RUBICK WILLIAM D TRUSTEE
525 MARINER VILLAGE
HURON OH 44839**

29. 39-01026.011

**VOIGT CHERYL A TRUSTEE
530 MARINER VILLAGE
HURON OH 44839**

LIST OF ADJACENT PROPERTIES

**30. 39-01076.010
THORSON DAVID L & RHONDA
700 MARINER VILLAGE
HURON OH 44839**

**31. 39-01076.013
OZZIAC ENTERPRISES INC
308 E PARK
NORWALK OH 44857**

**32. 39-01076.007
RUSSIN JEAN L TRUSTEE
704 MARINER VILLAGE DR
HURON OH 44839**

**33. 39-01076.009
FRY JAMES D
706 MARINER VILLAGE
HURON OH 44839**

**34. 39-01026.095
BARRY ELIZABETH M TRUSTEE
315 BONNIE LANE
AURORA OH 44202**

**35. 39-01076.019
PUHALA PHILIP & BARBARA
708 MARINERS VLG
HURON OH 44839**

LIST OF ADJACENT PROPERTIES

36. 39-01076.031

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

37. 39-01026.081

**COFFEY JOE A AND KAREN H TRUSTEES
638 MARINER VILLAGE
HURON OH 44839**

38. 43-00221.000

**RITTER DAVID L & DAYLE
23 RYE BEACH RD
HURON OH 44839**

39. 43-00385.000

**KERSTON JAMI S & DAVID E SHOCKLEY
5779 PLANK DR
HILLIARD OH 43026**

40. 43-00143.000

**TORQUATUS PROPERTIES LLC
7255 CROSSLEIGH CT
TOLEDO OH 43617**

41. 43-00080.000

**DEWITT LLAH E C/O TIM DEWITT
106 FINAL TURN CR
GEORGETOWN KY 40324**

42. 43-00162.000

**DUNHAM ADAM H & CARRIE C/O DAVID DUNHAM
2107 E WATERBERRY DR
HURON OH 44839**

43. 43-00152.000

**WELLY JANET K
19287 SR 698
JENERA OH 45841**

44. 43-00269.000

**MCCARTY WAYNE W & KATHY B
28 SOUTH CT
HURON OH 44839**

45. 43-00038.000

**THOMAS DOUGLAS WAYNE
103 RYE BEACH ROAD
HURON OH 44839**

46. 43-00198.000

**HARRIS THEA E TRUSTEE
2104 LAKEWOOD AVE
HURON OH 44839**

47. 43-00365.000

**BURRE WILLIAM T
229 ATWOOD PL
HURON OH 44839**

LIST OF ADJACENT PROPERTIES

48. 43-00128.000

**TODD JAMES A & REBECCA D
746 TOWNSHIP ROAD 2475
LOUDONVILLE OH 44842**

49. 43-00304.000

**HARWOOD DAVID W
37 OAKWOOD AVE
HURON OH 44839**

50. 43-00463.000

**NORTON JENNIFER
47 OAKWOOD AVE
HURON OH 44839-1138**

51. 43-00022.000

**BARONE DONALD C
104 RYE BEACH RD
HURON OH 44839**

52. 43-00348.000

**SELKA TRICIA RENEE
108 RYE BEACH RD
HURON OH 44839**

53. 43-00132.000

**GLEASON BENJAMIN D
4808 TIMBERVIEW DR
VERMILION OH 44089**



LIST OF ADJACENT PROPERTIES

54. 43-00249.000

**GARZA YOUNG ROBERT
114 RYE BEACH RD
HURON OH 44839**

55. 43-00131.000

**DOUBLER DAVID & TRACY
2420 HOLLYLANE DR
BROADVIEW HEIGHTS OH 44147**

56. 43-00399.000

**GILBERT RONALD E & KAY L CO-TRUSTEES
1223 LAGUNA DR
HURON OH 44839**

57. 39-00060.000

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

58. 39-60930.000

**ERIE COUNTY BOARD OF COUNTY COMMISSIONERS
247 COLUMBUS AVE. RM. 210
SANDUSKY OH 44870**

59. 43-62002.000

**BOARD OF COUNTY COMMISSIONERS
117 RYE BEACH RD
HURON OH 44839**



LIST OF ADJACENT PROPERTIES

60. 39-01076.007

RUSSIN JEAN L TRUSTEE

704 MARINER VILLAGE DR

HURON OH 44839

ALTA/NSPS LAND TITLE SURVEY FOR SAWMILL CREEK

Being part of Original Lot 25, Section 3 and part of Original Lots 30, 35 & 36, Section 2
Township 6 North, Range 22 West, Huron Township & Original Lot 31, City of Huron, Erie County,
Firelands Connecticut Western Reserve, State of Ohio.

PLAT REFERENCES

Plat Volume 8, Page 23
Plat Volume 24, Page 68
Plat Volume 25, Page 2
Plat Volume 25, Page 48
Plat Volume 26, Page 18
Plat Volume 26, Page 54
Plat Volume 27, Page 13
Plat Volume 27, Page 22
Plat Volume 27, Page 48
Plat Volume 28, Page 56
Plat Volume 35, Page 1
Plat Volume 35, Page 43
Plat Volume 35, Page 84
Plat Volume 36, Page 65
Plat Volume 37, Page 53
Plat Volume 39, Page 25
Plat Volume 39, Page 38
Plat Volume 40, Page 48
Plat Volume 43, Page 42
Plat Volume 44, Page 78
Plat Volume 46, Page 59
Plat Volume 46, Page 77
Plat Volume 48, Page 67

SURVEY REFERENCES

Survey by Bauer Surveys Company for
Sawmill Creek Association
Dated: 1976
Survey by Baharoglu & Associates for
Wildlife Realty
Dated: 1988
Survey by Baharoglu & Associates for
Sawmill Creek Lodge Co.
Dated: 1997
Survey by Garcia Surveyors, Inc.
Dated 2012

ROADWAY PLANS REFERENCES

State Route 6, Huron Twp., Sec. F & S Plans
Dated: 1932
ERJ-6-14.93 Plans
Erie County Rye Beach Road Plans
Dated: 1997
City of Huron Rye Beach Road Plans
HUR 057-24-05
Dated: 1992

ROADWAY 'A' CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	115.43	212.00'	31° 11' 44"	N 22° 01' 18" E	114.01'
C2	187.43	348.00'	30° 51' 33"	N 22° 07' 11" E	185.17'
C3	99.56'	93.06'	61° 17' 53"	N 37° 17' 43" E	94.88'
C4	44.76'	88.51'	28° 58' 36"	N 82° 26' 08" E	44.29'
C5	77.49'	148.00'	30° 00' 00"	N 81° 55' 26" E	76.61'
C6	236.88'	523.00'	26° 00' 00"	N 79° 55' 26" E	234.85'
C7	191.00'	213.00'	51° 22' 39"	N 67° 14' 06" E	184.66'
C8	43.85'	50.00'	50° 15' 04"	N 16° 25' 15" E	42.46'
C9	79.20'	434.20'	10° 27' 05"	N 13° 55' 50" W	79.09'
C10	39.09'	162.00'	13° 49' 31"	N 12° 14' 37" W	39.00'
C11	14.71'	488.00'	01° 43' 38"	N 06° 11' 40" W	14.71'
C12	29.41'	212.00'	07° 56' 51"	N 48° 42' 41" W	29.38'
C13	65.39'	138.00'	27° 08' 55"	N 58° 18' 43" W	64.78'
C14	41.78'	100.00'	23° 56' 11"	S 08° 47' 42" W	41.47'
C15	227.04'	318.00'	40° 54' 28"	S 25° 10' 44" W	222.25'
C16	98.30'	88.00'	64° 00' 08"	S 27° 16' 34" E	93.27'
C17	10.04'	288.00'	01° 59' 53"	S 08° 22' 01" E	10.04'
C18	36.06'	512.00'	04° 02' 06"	S 07° 20' 54" E	36.05'
C19	33.30'	138.00'	13° 49' 31"	S 12° 14' 37" E	33.22'
C20	83.58'	458.20'	10° 27' 05"	S 13° 55' 50" E	83.47'
C21	64.90'	74.00'	50° 15' 04"	S 16° 25' 15" W	62.84'
C22	212.52'	237.00'	51° 22' 39"	S 67° 14' 06" W	205.47'
C23	225.99'	498.00'	26° 00' 00"	S 79° 55' 26" W	224.05'
C24	90.06'	172.00'	30° 00' 00"	N 81° 55' 26" E	89.03'
C25	96.32'	191.49'	28° 49' 16"	S 82° 24' 29" W	95.31'
C26	27.29'	85.69'	18° 14' 50"	N 88° 58' 54" E	27.17'
C27	78.05'	128.00'	34° 56' 10"	S 24° 14' 13" W	76.84'
C28	200.35'	372.00'	30° 51' 31"	S 22° 07' 28" W	197.94'
C29	102.36'	188.00'	31° 11' 44"	S 22° 01' 18" W	101.10'

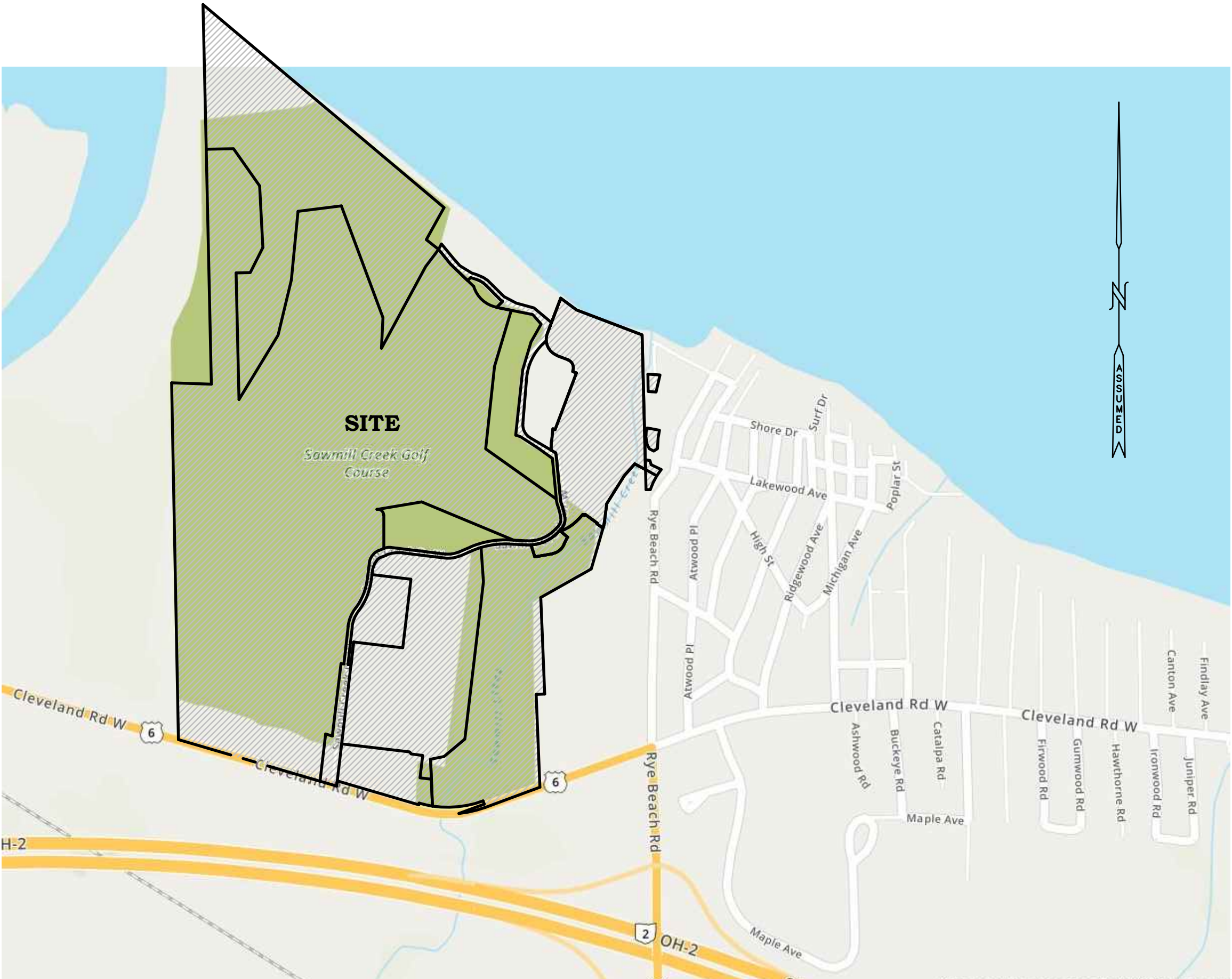
GOLF PARCEL 'A' CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C54	60.72'	35.00'	99° 24' 24"	S 49° 46' 46" E	53.39'
C55	0.80 (D)	88.51'	00° 31' 10"	S 68° 12' 24" W	0.80'

GOLF PARCEL 'B' CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C30	171.06'	498.00'	19° 40' 50"	N 83° 05' 01" E	170.22'
C31	25.28'	237.00'	06° 06' 43"	N 89° 52' 04" E	25.27'
C32	90.97'	90.00'	57° 54' 57"	N 51° 16' 17" E	87.15'
C33	47.79'	350.00'	07° 49' 22"	N 26° 13' 30" E	47.75'
C34	7.53'	7.14'	60° 25' 47"	S 80° 51' 22" E	7.19'
C35	118.59'	247.00'	27° 30' 36"	N 55° 10' 27" E	117.46'
C36	160.41'	639.95'	14° 21' 43"	S 76° 58' 15" W	159.99'
C37	301.96'	599.95'	28° 50' 16"	S 84° 12' 31" W	298.79'

HOTEL PARCEL CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C56	54.93'	498.00'	06° 19' 10"	N 70° 05' 01" E	54.90'

SHOPS PARCEL CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C57	79.77'	599.95'	07° 37' 04"	N 77° 33' 49" W	79.71'

ROADWAY 'A' LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 83° 13' 52" E	18.00 (D)
L2	N 06° 25' 26" E	221.19 (D)
L3	N 06° 46' 08" E	95.11'
L4	N 68° 04' 07" E	30.00 (D)
L5	S 83° 04' 34" E	320.94'
L6	N 66° 55' 26" E	78.02'
L7	S 87° 04' 34" E	100.00 (D)
L8	N 41° 32' 47" E	25.37 (D)
L9	N 05° 19' 51" W	222.91 (D)
L10	N 54° 37' 47" W	98.93'
L11	N 56° 51' 06" W	128.97'
L12	N 72° 42' 13" W	28.69'
L13	N 06° 08' 37" E	386.44'
L14	N 16° 33' 19" E	171.73'
L15	N 29° 56' 01" E	120.11'
L16	N 41° 04' 34" W	75.00'
L17	N 78° 44' 34" W	217.26'
L18	N 45° 15' 45" E	49.49'
L19	N 44° 44' 15" W	106.11'
L20	N 71° 53' 10" W	37.94'
L21	S 43° 55' 26" W	24.84'
L22	N 46° 04' 34" W	140.00'
L23	N 39° 02' 50" W	111.19'
L24	S 28° 55' 26" W	36.10'
L25	S 39° 02' 50" E	110.21'
L26	S 41° 40' 56" E	57.50'
L27	S 58° 51' 27" E	81.90'
L28	S 71° 53' 10" E	28.14'
L29	S 66° 47' 59" E	43.25'
L30	S 57° 08' 18" E	30.49'
L31	S 45° 14' 53" E	137.07'
L32	S 62° 15' 35" E	81.65'
L33	S 75° 00' 31" E	107.19'
L34	S 49° 46' 04" E	134.32'
L35	S 20° 45' 48" W	69.24'
L36	S 45° 37' 58" W	28.29'
L37	S 04° 43' 30" W	267.25'
L38	S 59° 16' 38" E	174.96'
L39	S 05° 19' 51" E	222.91 (D)
L40	N 41° 32' 47" E	25.37 (D)
L41	S 87° 04' 34" E	100.00 (D)
L42	S 66° 55' 26" W	78.02 (D)
L43	N 83° 04' 34" W	251.02 (D)
L44	S 68° 04' 07" W	30.00 (D)
L45	S 06° 46' 08" W	50.00 (D)
L46	S 06° 25' 26" W	221.34 (D)
L47	S 83° 13' 52" E	17.47 (C) 18.00 (D)



VICINITY MAP
NOT TO SCALE

NO.	DESCRIPTION
1	COVER SHEET
2	LEGAL DESCRIPTIONS
3	OVERALL SURVEY & SCHEDULE B TABLE
4	SOUTH HALF OF SAWMILL CREEK SURVEY
5	NORTH HALF OF SAWMILL CREEK SURVEY
6	MARINA SURVEY
7	TORQUATUS BEACH SUBDIVISION SURVEY & EASEMENTS
8	SOUTH HALF OF SAWMILL CREEK EASEMENTS
9	NORTH HALF OF SAWMILL CREEK EASEMENTS
10	MARINA EASEMENTS
11	SOUTH HALF OF SAWMILL CREEK ALTA/NSPS LAND SURVEY
12	HOTEL ALTA/NSPS LAND SURVEY AREA
13	NORTH HALF OF SAWMILL CREEK ALTA/NSPS LAND SURVEY
14	MARINA ALTA/NSPS SURVEY AREA
15	BUILDING DIMENSIONS

NOTES PERTAINING TO ALTA/NSPS TABLE A ITEMS

- No observed evidence of current earth moving work.
- No information of changes in street right-of-way lines or observed evidence of recent street or sidewalk construction repairs.
- No markers observed for Wetlands Delineation. Wetlands were taken from the U.S. Fish and Wildlife Service National Wetlands Inventory.
- Offsite easements benefiting the surveyed property were found or provided.
- Professional Liability Insurance Policy of \$1,000,000 in effect throughout contract term.

LEGEND

SET	FOUND	DESCRIPTION
●	○	IRON PIN (ROD)
●	○	IRON PIPE
⬮	⬮	MAG NAIL
⊕	⊕	MAG SPIKE
⊠	⊠	MONUMENT BOX
(D)	DEED	(M) MEASURED
(P)	PLATTED	(C) CALCULATED
	(S)	SURVEY
ALL 5/8" IRON PINS SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED "C.D. ENG 8456 & 8512"		

ZONING INFORMATION

PLANNING AND ZONING RESOURCE COMPANY: Site Number: 0127735-1

PARCELS WITHIN THE TOWNSHIP OF HURON, OHIO:

Based on the Township of Huron, Ohio Zoning resolved by the Board of Township Trustees of Huron Township, Erie County, State of Ohio found at hurontwp.org/PDF/hurontwp-zoningcode.pdf for the Township of Huron, Ohio

ZONING CLASSIFICATION: Multi-Family Residential District (R-3)

ZONING REGULATIONS:

Minimum Lot Requirements for Multi-Family Dwellings:

Minimum Lot Area: 7,000 square feet of gross lot area per family
Minimum Lot Frontage: One Hundred (100) feet
Useable Open Space: The developer and/or contractor shall show on one (1) copy of the proposed site plan the exact location and square footage of the useable open space, which shall not be less than twenty percent (20%) of the total lot area of the proposed development. Sidewalks, driveways, parking lots, and other related land which is to be used for service facilities, ground maintenance, storm drainage, pump stations, loading zones, shrubbery, etc., shall not be considered as useable open space.

Minimum Yard Requirements for Multi-Family Dwellings:

Minimum Front Yard Setback: Thirty-five (35) feet
Minimum Rear Yard Setback: Fifty (50) feet
Minimum Side Yard Setback: Twenty-five (25) feet
Maximum Building Height: Fifty (50) feet

PARCELS WITHIN THE CITY OF HURON, OHIO:

Based on the City of Huron, Ohio Zoning resolved by the City of Huron Council, Erie County, State of Ohio found at cityofhuron.org/government/departments/building-zoning-departments for the City of Huron, Ohio

ZONING CLASSIFICATION: R-1-A One-Family Residence District

ZONING REGULATIONS:

Minimum Lot Requirements

Minimum Frontage: 60 feet
Minimum Lot Area: 4,500 square feet
Minimum Front Yard Setback: 15 feet (Including Porches)
Minimum Rear Yard Setback: 15 feet (Including Decks)
Minimum Side Yard Setback: 15 feet total, 7 feet minimum
Driveway Setback: 3 feet off property line
Detached Accessory Structures: At least 6 feet from house & minimum of 5 feet from side and rear property lines.
Only 35% of rear yard can be built on.
Maximum Building Height: 35 feet
Fencing: Maximum height in rear and side yard: 6 feet
Maximum height in front yard: 4 feet
Corner: All yards facing/fronting public R.O.W. are considered front yards & have all applicable setback restrictions.

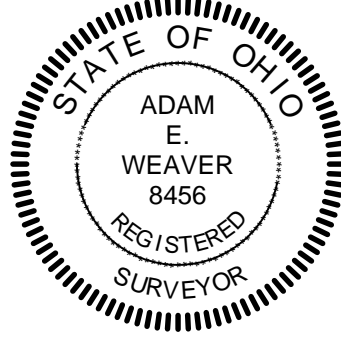
SURVEYOR'S CERTIFICATE

To Sawmill Creek LLC, a Delaware limited liability company, its affiliates, successors and assigns, Old Republic National Title Insurance Company and Southern Title of Ohio and their successors and/or assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b), 7(c), 8, 9, 10(a), 11, 13, 14, 16, 17, 18, 19, & 20 of Table A thereof (minimum coverage of \$1,000,000). The field work was completed on February 18, 2019.

Date of Plat or Map 2nd day of July, 2019

Adam E. Weaver
Registered Surveyor #8456



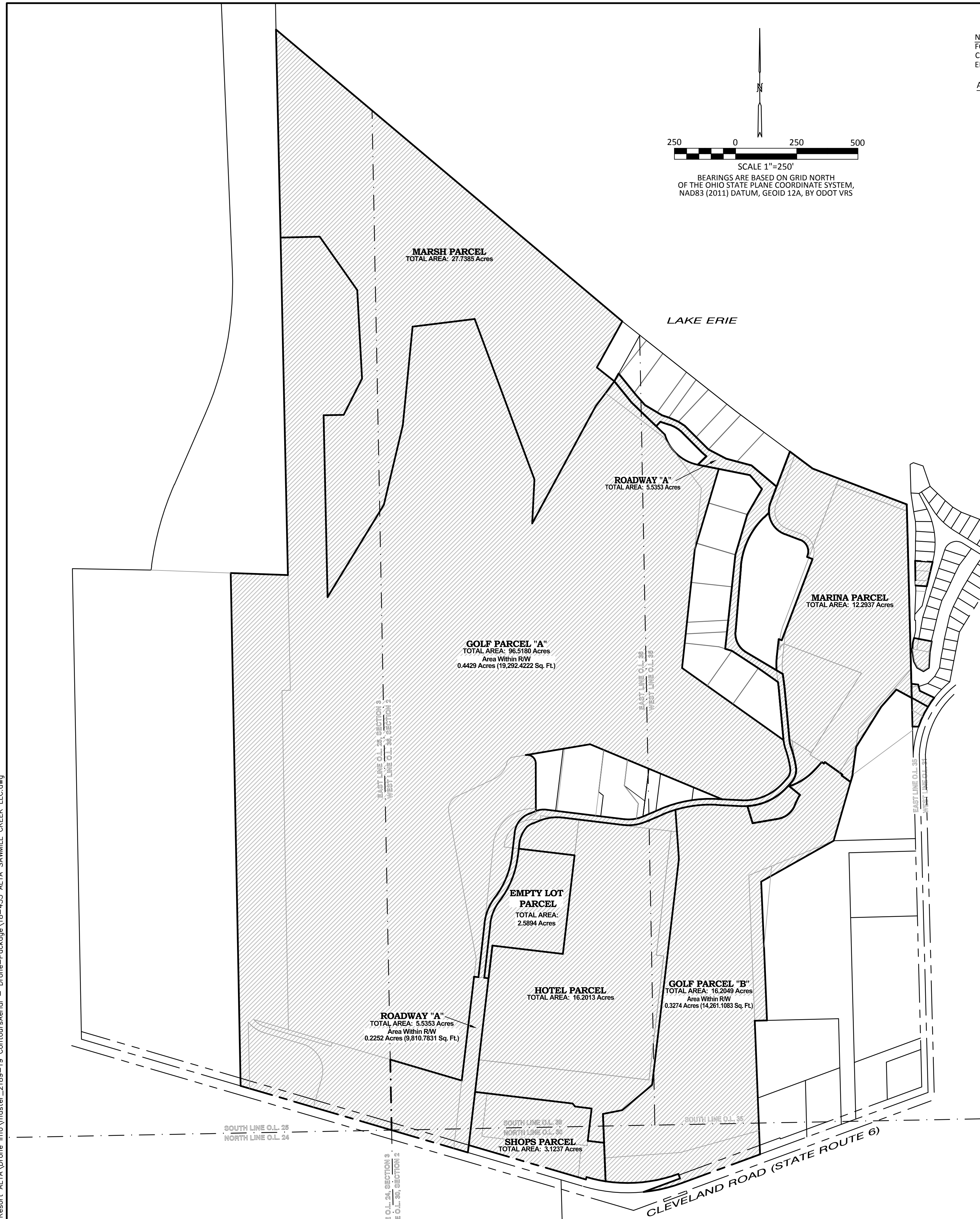
ALTA/NSPS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIE COUNTY, OHIO
COVER SHEET

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE: NTS	DATE: JULY, 2019 DR. BY: DMM	CK'D. BY: AEW REV'D BY:	PROJECT NO. 18-435
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<p>GOLF PARCEL 'A'</p> <p>Being a parcel of land located in part of Original Lot 25, Section 3 and Original Lots 35 & 36, Section 2, Huron Township, Township 6 North, Range 22 West, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:</p> <p>Beginning at a mag spike set at the intersection of the original centerline of Cleveland-Sandusky Road (State Route 6) (60' R/W), the northeast corner of Original Lot 24, Section 3, the southeast corner of Original Lot 25, Section 3 and the southwest corner of Original Lot 36, Section 2 in Huron Township and being the principal place of beginning;</p> <ol style="list-style-type: none"> Thence North 73° 39' 34" West, along the centerline of Cleveland-Sandusky Road, a distance of 643.68 feet to a point at a southeast corner of lands now or formerly owned by State of Ohio, Department of Natural Resources as recorded in Deed Volume 482, Page 624 of the Erie County Recorder's Office; Thence North 01° 06' 01" West, along an east line of said State of Ohio, Department of Natural Resources land, a distance of 2,065.63 feet to a 1/2" iron pin found, passing over a 5/8" iron pin set at a distance of 93.45 feet to a point; Thence South 87° 56' 02" East, along a south line of said State of Ohio, Department of Natural Resources land, a distance of 233.63 feet to a 1" iron pipe found at a southeast corner of said State of Ohio, Department of Natural Resources land; Thence North 01° 14' 49" West, along an east line of said State of Ohio, Department of Natural Resources land, a distance of 1,379.29 feet to a point; Thence North 88° 45' 11" East, a distance of 160.00 feet to a 1/2" iron pin found with a "Baharugli" cap, passing over a 1/2" iron pin found with a "Baharugli" cap found at a distance of 100.00 feet; Thence South 35° 06' 12" East, a distance of 266.85 feet to a 1/2" iron pin found; Thence South 03° 07' 44" East, a distance of 361.92 feet to a 1/2" iron pin found with a "Baharugli" cap; Thence South 26° 53' 48" West, a distance of 166.00 feet to a 1/2" iron pin found with a "Baharugli" cap; Thence South 88° 45' 11" West, a distance of 82.25 feet to a 1/2" iron pin found; Thence South 01° 14' 49" East, a distance of 743.15 feet to a 5/8" iron pin found; Thence North 31° 23' 16" East, a distance of 441.85 feet to a 1/2" iron pin found with a "Baharugli" cap; Thence North 13° 25' 26" East, a distance of 434.00 feet to a 1/2" iron pin found; Thence North 05° 38' 24" East, a distance of 300.00 feet to a point, passing over a 1/2" iron pin found with a "Baharugli" cap at a distance of 394.91; Thence North 82° 55' 26" East, a distance of 256.00 feet to a point; Thence South 20° 25' 58" East, a distance of 699.58 feet to a 1/2" iron pin found, passing over a 1/2" iron pin found with "Baharugli" cap at a distance of 34.84 feet; Thence South 02° 57' 35" West, a distance of 180.46 feet to a 1/2" iron pin found; Thence North 28° 25' 26" East, a distance of 545.14 feet to a point; Thence North 37° 15' 26" East, a distance of 67.00 feet to a point; Thence North 36° 30' 32" East, a distance of 60.02 feet to a 1/2" iron pin found at a southeast corner of land now or formerly owned by Sawmill Creek Development Co., Limited Partnership as recorded in RN 99193963 of the Erie County Recorder's Office and the southeast corner of land now or formerly owned by Sawmill Creek Development Co., Limited Partnership as recorded in RN 203110200 of the Erie County Recorder's Office; Thence South 39° 02' 50" East, along a south line of said Sawmill Creek Development Co., Limited Partnership's land, a distance of 111.19 feet to a 5/8" iron pin found, passing over a 5/8" iron pin set at a deflection point in the south line of said Sawmill Creek Development Co., Limited Partnership's land; Thence North 46° 04' 34" East, along the south line of said Sawmill Creek Development Co., Limited Partnership's land and land now or formerly owned by Gregory L. Hill as recorded in O.R. 216, Page 898 of the Erie County Recorder's Office, a distance of 190.00 feet to a 5/8" iron pin found with a "Baharugli" cap at a non-tangent point on a curve to the right; Thence, along said curve to the left and the south line of said Hill's land, having a radius of 175.19 feet, a central angle of 62° 40' 0", a curve length of 191.14 feet, a chord bearing of South 47° 29' 14" East and a chord distance of 181.80 feet to a 5/8" iron pin found with a "Baharugli" cap at the southeast corner of said Hill's land and a southeast corner of said Sawmill Creek Development Co., Limited Partnership's land; Thence North 78° 44' 34" East, along the south line of said Sawmill Creek Development Co., Limited Partnership's land, a distance of 87.26 feet to a point at the northwest corner of land now or formerly owned by Mariner Village Condominium, Building No. 8, as recorded in Plat Volume 26, Page 54 of the Erie County Recorder's Office; Thence South 16° 33' 19" West, along the west lines of said Mariner Village Condominium, Building No. 8's land, lands now or formerly owned by Mariner Village Condominium, Building No. 7 as recorded in Plat Volume 27, Page 13 and Mariner Village Condominium, Building No. 6 as recorded in Plat Volume 27, Page 22 of the Erie County Recorder's Office, a distance of 342.35 feet to a 5/8" iron pin found at an angle point in the west line of said Mariner Village Condominium, Building No. 6's land; Thence South 06° 08' 37" West, along the west lines of said Mariner Village Condominium, Building No. 6's land, said Sawmill Creek Development Co., Limited Partnership's land, lands now or formerly owned by Mariner Village Condominium, Building No. 13 as recorded in Plat Volume 25, Page 13 and Mariner Village Condominium, Building No. 4 as recorded in Plat Volume 39, Page 25 and Mariner Village Condominium, Building No. 3 as recorded in Plat Volume 39, Page 19 of the Erie County Recorder's Office, a distance of 488.00 feet to a 5/8" iron pin found at the southeast corner of said Mariner Village Condominium, Building No. 3's land; Thence South 54° 37' 47" East, along the south lines of said Mariner Village Condominium, Building No. 3's land, lands now or formerly owned by Mariner Village Condominium, Building No. 2 as recorded in Plat Volume 25, Page 48 and Mariner Village Condominium, Building No. 1 as recorded in Plat Volume 24, Page 68 of the Erie County Recorder's Office, a distance of 508.52 feet to a 1/2" iron pin found at a point on a curve to the left and the southeast corner of said Mariner Village Condominium, Building No. 1's land; Thence, along said curve to the left, having a radius of 162.00 feet, a central angle of 13° 49' 31", a curve length of 39.09 feet, bearing of South 12° 14' 37" East and a chord distance of 95.90 feet to a point on a tangent curve to the right; Thence, along said curve to the right, having a radius of 434.20 feet, a central angle of 10° 27' 05", a curve length of 79.20 feet, a chord bearing of South 13° 55' 50" East and a chord distance of 79.09 feet to a tangent point on a curve to the right; Thence, along said curve to the right, having a radius of 50.00 feet, a central angle of 50° 15' 04", a curve length of 43.85 feet, a chord bearing of South 16° 25' 15" West and a chord distance of 42.46 feet to a tangent point; Thence North 41° 32' 47" West, a distance 25.37 feet to a point on a tangent curve to the right; Thence, along said curve to the right, having a radius of 213.00 feet, a central angle of 51° 22' 39", a curve length of 191.00 feet, a chord bearing of South 67° 14' 06" West and a chord distance of 184.66 feet to a "Baharugli" cap; Thence North 87° 04' 34" West, a distance of 78.99 to a mag nail found at the southeast corner of land now or formerly owned by Sawmill Creek Development Company as recorded in Deed Volume 531, Page 876 of the Erie County Recorder's Office; Thence North 67° 24' 22" West, along the north lines of said Sawmill Creek Development Company's land, lands now or formerly owned by Mariner Golf Villas, Fourth Amendment as recorded in Plat Volume 44, Page 78 and Mariner Golf Villas, Third Amendment as recorded in Plat Volume 46, Page 77, Mariner Golf Villas, Second Amendment as recorded in Plat Volume 44, Page 59, Mariner Golf Villas as recorded in Plat Volume 44, Page 68 of the Erie County Recorder's Office, a distance of 584.52 feet to a deflection point referenced by a 1/2" iron pin found with a "Baharugli" cap 027 feet north and 0.51 feet west; Thence South 80° 31' 02" West, along the north lines of said Sawmill Creek Villas Condominium, Building "B's" land and land now or formerly owned by Sawmill Creek Villas Condominium, Building "A" as recorded in Plat Volume 27, Page 48 of the Erie County Recorder's Office, a distance of 206.24 feet to a 1/2" iron pin found with a "Baharugli" cap at the northeast corner of said Sawmill Creek Villas Condominium, Building "A" land and a point of a curve to the right; Thence, along said curve to the right and the west line of said Sawmill Creek Villas Condominium, Building "A's" land, having a radius of 35.00 feet, a central angle of 99° 24' 24", a curve length of 60.72 feet, a chord bearing of South 49° 46' 48" East and a chord distance of 53.39 feet to a point on the west line of said Sawmill Creek Villas Condominium, Building "A's" land; Thence South 00° 04' 34" East, along the west line of said Sawmill Creek Villas Condominium, Building "A's" land, a distance of 194.56 feet to a mag nail found on a curve to the left at the southeast corner of said Sawmill Creek Villas Condominium, Building "A's" land; Thence, along said curve to the left, having a radius of 88.51 feet, a central angle of 00° 31' 27", a curve length of 0.80 feet, a chord bearing of South 68° 12' 24" West and a chord distance of 0.80 feet to a mag nail found; Thence South 68° 04' 07" West, a distance of 30.00 feet to a 1/2" iron pin found with a "Baharugli" cap at a non-tangent curve to the right; Thence, along said curve to the left, having a radius of 93.06 feet, a central angle of 61° 13' 47", a curve length of 99.56 feet, a chord bearing of South 73° 14' 37" West and a chord distance of 94.88 feet to a 1/2" iron pin found with a "Baharugli" cap; Thence South 06° 46' 08" West, a distance of 95.11 feet to a 1/2" iron pin found with a "Baharugli" cap at a non-tangent point on a curve to the right; Thence, along said curve to the right, having a radius of 348.00 feet, a central angle of 30° 51' 33", a curve length of 137.43 feet, a chord bearing of South 22° 07' 11" West and a chord distance of 185.17 feet to a 1/2" iron pin found with a "Baharugli" cap at a non-tangent point on a curve to the left; Thence, along said curve to the left, having a radius of 212.00 feet, a central angle of 31° 11' 44", a curve length of 115.43 feet, a chord bearing of South 22° 01' 18" West and a chord distance of 114.01 feet to a 1/2" iron pin found with a "Baharugli" cap; Thence South 06° 25' 26" West, a distance of 221.19 feet to a mag nail found; Thence North 83° 13' 52" West, a distance of 18.00 feet to a 1/2" iron pin found with a "Baharugli" cap; Thence South 06° 46' 08" West, a distance of 427.69 feet to a 1/2" iron pin found with a "Baharugli" cap; Thence North 73° 39' 34" West, a distance of 304.55 feet to a 5/8" iron pin set; Thence South 01° 06' 01" East, a distance of 288.25 feet to the centerline of Cleveland-Sandusky Road to the principal place of beginning and containing 36,180 acres of land more or less, of which 1,429 acres are within Original Lot 35, Section 3 and 48,700 acres are within Original Lot 36, Section 2, but subject to all legal highways, easements and restrictions of record. 	<p>GOLF PARCEL 'B'</p> <p>Being a parcel of land located in part of Original Lots 30, 35 & 36, Section 2, Huron Township, Township 6 North, Range 22 West, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:</p> <p>Beginning at a mag spike set at the intersection of the original centerline of Cleveland-Sandusky Road (State Route 6) (60' R/W), the northeast corner of Original Lot 24, Section 3, the southeast corner of Original Lot 25, Section 3, the northwest corner of Original Lot 30, Section 2 and the southwest corner of Original Lot 36, Section 2 in Huron Township, Thence South 73° 39' 34" East, along the centerline of Cleveland-Sandusky Road, a distance of 284.84 feet to a point; Thence North 06° 46' 08" East, along the centerline of Cleveland-Sandusky Road, a distance of 10.00 feet to a 1/2" iron pin found with a "Baharugli" cap and a curve to the left; Thence, along the north right-of-way line of Cleveland-Sandusky Road and a said non-tangent curve to the left, having a radius of 599.95, a central angle of 07° 37' 04", a curve length of 79.77 feet, a chord bearing of South 77° 33' 49" East and a chord distance of 79.71 feet to a 5/8" iron pin set and being the principal place of beginning;</p> <ol style="list-style-type: none"> Thence North 02° 14' 25" West, a distance of 275.53 feet to a 5/8" iron pin set, passing over a 5/8" iron pin set at a distance of 157.57 feet; Thence North 78° 55' 26" East, a distance of 80.00 feet to a 5/8" iron pin set; Thence North 49° 55' 26" East, a distance of 159.70 feet to a 5/8" iron pin set; Thence North 04° 04' 34" West, a distance of 200.94 feet to a 5/8" iron pin found on a point on a curve to the right, passing over a 1/2" iron pin found with a "Baharugli" cap at 110.92 feet; Thence, along said curve to the right, having a radius of 498.00 feet, a central angle of 19° 40' 50", a curve length of 171.06 feet, a chord bearing of North 83° 05' 01" East and a chord distance of 170.22 feet to a point; Thence, along said curve to the left, having a radius of 348.00 feet, a central angle of 30° 51' 33", a curve length of 187.43 feet, a chord bearing of North 22° 07' 11" East and a chord distance of 185.17 feet to 1/2" iron pin found with a "Baharugli" cap; Thence South 87° 04' 34" East, a distance of 100.00 feet to a point on a tangent curve to the right; Thence, along said curve to the left, having a radius of 237.00 feet, a central angle of 06° 06' 43", a curve length of 25.23 feet, a chord bearing of North 82° 59' 52" 04" East and a chord distance of 25.27 feet to a mag nail found; Thence South 16° 54' 34" East, a distance of 73.00 feet to a point, passing over a 1/2" iron pin found with a "Baharugli" pin at a distance of 52.86 feet; Thence North 80° 13' 46" East, a distance of 106.27 feet to a point on tangent curve to the left; Thence, along said curve to the left, having a radius of 90.00 feet, a central angle of 57° 54' 57", a curve length of 90.37 feet, a chord bearing of North 81° 16' 17" East and a chord distance of 87.15 feet to a point on a reverse curve to the right; Thence, along said curve to the right, having a radius of 350.00 feet, a central angle of 07° 49' 22", a curve length of 47.79 feet, a chord bearing of North 26° 13' 30" East and a chord distance of 47.75 feet to a point; Thence North 80° 13' 46" East, a distance of 106.27 feet to a point on tangent curve to the left; Thence North 30° 58' 28" West, a distance of 60.00 feet to a point; Thence North 41° 32' 47" East, a distance of 6.00 feet to a point; Thence South 50° 38' 28" East, a distance of 4.11 feet to a point on a tangent curve to the left; Thence, along said curve to the left, having a radius of 7.14 feet, a central angle of 60° 25' 47", a curve length of 7.53 feet, a chord bearing of South 80° 51' 22" East and a chord distance of 7.19 feet to a point on a tangent curve to the left; Thence, along said curve to the left, having a radius of 247.00 feet, a central angle of 27° 30' 36", a curve length of 118.59 feet, a chord bearing of North 55° 10' 27" West and a chord distance of 117.46 feet to a 1/2" iron pin found with a "Baharugli" cap; Thence North 41° 25' 09" East, a distance of 37.40 feet to a 5/8" iron pin set; Thence South 57° 45' 59" East, a distance of 10.94 feet to a 1/2" iron pin found with a "Baharugli" cap; Thence North 32° 14' 01" East, a distance of 6.94 feet to a 5/8" iron pin set; Thence South 54° 28' 17" East, a distance of 87.60 feet to a mag nail found; Thence South 35° 31' 43" West, a distance of 4.57 feet to a mag nail found; Thence South 54° 04' 51" East, a distance of 45.26 feet to a 1/2" iron pin found with a "Baharugli" cap on the east line of land now or formerly owned by the Board of County Commissioners of Erie County, Ohio as recorded in Deed Volume 118, Page 327 of the Erie County Recorder's Office; Thence South 16° 03' 55" East, along the west line of said Board of County Commissioners of Erie County, Ohio's land, a distance of 249.85 feet to a point referenced by a 5/8" iron pin found 2.24 feet north and 2.15 feet west at the southeast corner of said Board of County Commissioners of Erie County, Ohio's land and a northwest corner of land now or formerly owned by the Board of County Commissioners of Erie County, Ohio as recorded in O.R. 105, Page 18 of the Erie County Recorder's Office; Thence South 60° 33' 02" West, along a northerly line of said Board of County Commissioners of Erie County, Ohio's land, a distance of 380.15 feet to a 1/2" iron pin found with a "Baharugli" cap at a northwest corner of said Board of County Commissioners of Erie County, Ohio's land; Thence South 02° 26' 36" East, along the west line of said Board of County Commissioners of Erie County, Ohio's land, a distance of 267.35 feet to a 5/8" iron pin set at a deflection point; Thence South 02° 17' 52" East, along the west line of said Board of County Commissioners of Erie County, Ohio's land, a distance of 300.00 feet to a 5/8" iron pin set at the southeast corner of said Board of County Commissioners of Erie County, Ohio's land and the north line of lands now or formerly owned by Sawmill Creek Condominiums as recorded in Plat Volume 25, Page 2 of the Erie County Recorder's Office; Thence South 68° 36' 22" West, along the north line of said Sawmill Creek Condominiums land, a distance of 50.01 feet to a 5/8" iron pin set at the northwest corner of said Sawmill Creek Condominiums land; Thence South 02° 17' 52" East, along the west line of said Sawmill Creek Condominiums land and land now or formerly owned by Tressia Corporation as recorded in RN 201700731 of the Erie County Recorder's Office, a distance of 546.15 feet to a point on the centerline of Cleveland-Sandusky Road and at the southeast corner of said Tressia Corporation's land, passing over a 1/2" iron pin with a "Baharugli" cap found at a distance of 510.51 feet; Thence South 69° 47' 23" West, along the centerline of Cleveland-Sandusky Road, a distance of 341.14 feet to a 1" iron pin found in a monument box at a tangent point on a curve to the right; Thence, along said curve to the right and the centerline of Cleveland-Sandusky Road, having a radius of 639.35 feet, a central angle of 14° 21", a curve length of 164.61 feet, a chord bearing of South 70° 58' 12" West and a chord distance of 159.99 feet to a point; Thence North 69° 47' 23" East, a distance of 158.74 feet to a point; 	<p>ROADWAY 'A'</p> <p>Being a parcel of land located in part of Original Lots 30, 35 & 36, Section 2, Huron Township, Township 6 North, Range 22 West, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:</p> <p>Beginning at a mag spike set at the intersection of the original centerline of Cleveland-Sandusky Road (State Route 6) (60' R/W), the northeast corner of Original Lot 24, Section 3, the southeast corner of Original Lot 25, Section 3, the northwest corner of Original Lot 30, Section 2 and the southwest corner of Original Lot 36, Section 2 in Huron Township and being the principal place of beginning;</p> <ol style="list-style-type: none"> Thence North 01° 06' 01" West, along the east line of Original Lot 25, Section 3 and the west line of Original Lot 30, Section 2, a distance of 288.25 feet to a 5/8" iron pin set; Thence South 73° 39' 34" East, a distance of 304.55 feet to a 1/2" iron pin found with a "Baharugli" cap; Thence North 06° 46' 08" East, a distance of 427.69 feet to a 1/2" iron pin found with a "Baharugli" cap; Thence South 83° 13' 52" East, a distance of 18.00 feet to a mag nail found; Thence North 06° 25' 26" East, a distance of 221.19 feet to a 1/2" iron pin found with a "Baharugli" cap at a tangent point on a curve to the right; Thence, along said curve to the right, having a radius of 212.00 feet, a central angle of 31° 11' 44", a curve length of 115.43 feet, a chord bearing of North 22° 01' 18" East and a chord distance of 114.01 feet to a 1/2" iron pin found with a "Baharugli" cap at a non-tangent point on a curve to the left; Thence, along said curve to the left, having a radius of 348.00 feet, a central angle of 30° 51' 33", a curve length of 187.43 feet, a chord bearing of North 22° 07' 11" East and a chord distance of 185.17 feet to 1/2" iron pin found with a "Baharugli" cap; Thence North 06° 46' 08" East, a distance of 95.11 feet to a 1/2" iron pin found with a "Baharugli" cap at a non-tangent point on a curve to the right; Thence, along said curve to the right, having a radius of 93.06 feet, a central angle of 61° 17' 53", a curve length of 99.56 feet, a chord bearing of North 37° 17' 43" East and a chord distance of 94.88 feet to a 1/2" iron pin found with a "Baharugli" cap; Thence North 68° 04' 07" East, a distance of 30.00 feet to a mag nail found at a non-tangent curve to the right; Thence, along said curve to the right and the south line of land now or formerly owned by Sawmill Creek Villas Condominium, Building A, as recorded in Plat Volume 27, Page 48 of the Erie County Recorder's Office, having a radius of 88.51 feet, a central angle of 28° 58' 55" 00", a curve length of 44.76 feet, a chord bearing of North 82° 26' 08" East and chord distance of 44.29 feet to a 5/8" iron pin set, passing over a mag nail found at a distance of 0.80 feet; Thence South 83° 04' 34" East, along the south lines of said Sawmill Creek Villas Condominium, Building A's land, lands now or formerly owned by Sawmill Creek Villas, Building B, as recorded in Plat Volume 43, Page 42 and Mariner Golf Villas as recorded in Plat Volume 44, Page 78 of the Erie County Recorder's Office, a distance of 320.84 feet to a mag nail found at a point on a tangent curve to the left, passing over a mag nail found at a distance of 203.02 feet; Thence, along said curve to the left and the south lines of said Mariner Golf Villas land and lands now or formerly owned by Mariner Golf Villas Second Amendment as recorded in Plat Volume 46, Page 59 of the Erie County Recorder's Office, having a radius of 148.00 feet, a central angle of 180° 00' 00", a curve length of 72.49 feet, a chord bearing of North 81° 55' 26" East and a chord distance of 76.61 feet to mag nail found at the southeast corner of said Mariner Golf Villas Second Amendment's land and the southwest corner of land now or formerly owned by Mariner Golf Villas Third Amendment, as recorded in Plat Volume 46, Page 77 of the Erie County Recorder's Office; Thence North 66° 55' 26" East, along the south lines of said Mariner Golf Villas Third Amendment's land and land now or formerly owned by Mariner Golf Villas Fourth Amendment, as recorded in Plat Volume 48, Page 67 of the Erie County Recorder's Office, a distance of 78.02 feet to a point; Thence, along said curve to the right and the south line of said Mariner Golf Villas Fourth Amendment's land, having a radius of 522.00 feet, a central angle of 26° 00' 00", a curve length of 236.88 feet, a chord bearing of North 73° 55' 26" East and a chord distance of 236.88 feet to a 1/2" iron pin found with a "Baharugli" cap; Thence South 87° 04' 34" East, a distance of 100.00 feet to a 1/2" iron pin found with a "Baharugli" cap at a tangent point on a curve to the left, passing over a mag nail found at a distance of 21.01 feet; Thence, along said curve to the left, having a radius of 213.00 feet, a central angle of 51° 22' 39", a curve length of 191.00 feet, a chord bearing of North 67° 14' 06" East and a chord distance of 184.66 feet to a point; Thence North 41° 32' 47" East, a distance of 25.37 feet to a tangent point on a curve to the left; Thence, along said curve to the left, having a radius of 50.00 feet, a central angle of 50° 15' 04", a curve length of 36.06 feet, a chord bearing of South 07° 20' 54" West and a chord distance of 42.46 feet to a tangent point on a curve to the left; Thence, along said curve to the left, having a radius of 434.20 feet, a central angle of 10° 26' 37", a curve length of 79.20 feet, a chord bearing of North 13° 55' 50" West and a chord distance of 79.09 feet to a tangent point on a curve to the right; Thence, along said curve to the right, having a radius of 162.00 feet, a central angle of 13° 49' 31", a curve length of 39.09 feet, a chord bearing of North 12° 14' 37" West and a chord distance of 39.00 feet to a 1/2" iron pin found at the southeast corner of land now or formerly owned by Mariner Village Condominium, Building No. 1, as recorded in Plat Volume 24, Page 68 of the Erie County Recorder's Office; Thence North 05° 19' 51" West, along the east line of said Mariner Village Condominium, Building No. 1's land, a distance of 222.91 feet to tangent point on a curve to the left; Thence, along said curve to the left and the east line of said Mariner Village Condominium, Building No. 1's land, having a radius of 48.00 feet, a central angle of 01° 43' 38", a curve length of 14.71 feet, a chord bearing of North 06° 11' 40" West and a chord distance of 14.71 feet to a point at the northeast corner of said Mariner Village Condominium, Building No. 1's land; Thence North 54° 37' 47" West, along the north line of said Mariner Village Condominium, Building No. 1's land, a distance of 96.93 feet to a point at the northeast corner of said Mariner Village Condominium, Building No. 1's land and the northeast corner of land now or formerly owned by Mariner Village Condominium, Building No. 2 as recorded in Plat Volume 25, Page 48 of the Erie County Recorder's Office; Thence North 55° 51' 06" West, along the north line of said Mariner Village Condominium Building No. 2's land, a distance of 128.97 feet to a point at the northwest corner of said Mariner Village Condominium, Building No. 2's land and the northeast corner of land now or formerly owned by Mariner Village Condominium, Building No. 3 as recorded in Plat Volume 26, Page 18 of the Erie County Recorder's Office; Thence North 42° 12' 43" West, along the north line of said Mariner Village Condominium, Building No. 3's land, a distance of 28.69 feet to a point at the southeast corner of land now or formerly owned by Mariner Village Condominium, Building No. 13 as recorded in Plat Volume 13, Page 25 of the Erie County Recorder's Office; Thence North 16° 33' 19" East, along the east line of said Mariner Village Condominium, Building No. 13's land, lands now or formerly owned by Mariner Village Condominium, Building No. 13 as recorded in Plat Volume 39, Page 38 and Mariner Village Condominium, Building No. 6 as recorded in Plat Volume 27, Page 22 of the Erie County Recorder's Office, a distance of 386.44 feet to a point at the northeast corner of said Mariner Village Condominium, Building No. 6's land and the southeast corner of land now or formerly owned by Mariner Village Condominium, Building No. 7 as recorded in Plat Volume 27, Page 13 of the Erie County Recorder's Office; Thence North 16° 33' 19" East, along the east line of said Mariner Village Condominium Building No. 7's land, a distance of 171.73 feet to a point at the northeast corner of said Mariner Village Condominium, Building No. 7's land and the southeast corner of land now or formerly owned by Mariner Village Condominium, Building No. 8 as recorded in Plat Volume 26, Page 54 of the Erie County Recorder's Office; Thence North 29° 56' 01" East, along the east line of said Mariner Village Condominium, Building No. 8's land, a distance of 120.11 feet to a point at the northeast corner of said Mariner Village Condominium, Building No. 8's land; Thence North 41° 04' 34" West, along a north line of said Mariner Village Condominium, Building No. 8's land, a distance of 75.00 feet to a point; Thence North 78° 44' 34" West, along the north line of said Mariner Village Condominium, Building No. 8's land, a distance of 217.26 feet to a 5/8" iron pin found with a "Baharugli" cap at a non-tangent point on a curve to the right, passing over a 5/8" iron pin set at a distance of 19.21 feet; Thence, along said curve to the right, having a radius of 372.00 feet, a central angle of 30° 51' 31", a curve length of 200.35 feet, a chord bearing of South 22° 07' 28" West, and a chord distance of 197.94 feet to a mag nail found on a non-tangent point on a curve to the left; Thence North 16° 33' 19" East, along the southerly line of said Hill's land, having a radius of 213.00 feet, a central angle of 07° 56' 51", a curve length of 29.41 feet, a chord bearing of North 48° 41' 41" West and a chord distance of 29.38 feet to a point; Thence North 44° 44' 15" West, along a northerly line of said Hill's land, a distance of 106.11 feet to a tangent point on a curve to the left; Thence, along said curve to the left and a northerly line of said Hill's land, having a radius of 138.00 feet, a central angle of 27° 08' 55", a curve length of 65.39 feet, a chord bearing of North 58° 18' 43" West and a chord distance of 64.78 feet to a point; Thence North 71° 53' 10" West, along a northerly line of said Hill's land, a distance of 37.94 feet to a point at the northwesterly corner of said Hill's land; Thence South 45° 55' 26" West, along the westerly line of said Hill's land, a distance of 24.84 feet to a point at the southwesterly corner of said Hill's land; Thence North 46° 04' 34" West, a distance of 140.00 feet to a 5/8" iron pin found with a "Baharugli" cap; 	<p>ROADWAY 'A'</p> <ol style="list-style-type: none"> Thence North 39° 02' 50" West, a distance of 111.19 feet to a 1/2" iron pin found at the southeasterly corner of land now or formerly owned by Sawmill Creek Development Co., Limited Partnership as recorded in RN 99193963 of the Erie County Recorder's Office; Thence North 28° 55' 26" East, along the easterly line of said Sawmill Creek Development Co., Limited Partnership's land, a distance of 36.10 feet to a point; Thence South 39° 02' 50" East, along the southerly lines of lands now or formerly owned by Mariner Village Condominium, Building No. 13, Amendment 14 as recorded in Plat Volume 37, Page 53 and Mariner Village Condominium, Building No. 13, Amendment 13 as recorded in Plat Volume 40, Page 48 of the Erie County Recorder's Office, a distance of 110.21 feet to a point; Thence South 41° 40' 56" East, along a southerly line of said Mariner Village Condominium, Building No. 13, Amendment 18's land, a distance of 57.50 feet to a point; Thence South 58° 51' 27" East, along the southerly line of said Mariner Village Condominium, Building No. 13, Amendment 18's land and land now or formerly owned by Mariner Village Condominium, Building No. 13, Amendment 13 as recorded in Plat Volume 36, Page 65 of the Erie County Recorder's Office, a distance of 81.90 feet to a point; Thence South 71° 53' 10" East, along the southerly line of said Mariner Village Condominium, Building No. 13, Amendment 13's land, a distance of 28.14 feet to a point at the southeasterly corner of said Mariner Village Condominium, Building No. 13, Amendment 13's land and the southeasterly corner of land now or formerly owned by Mariner Village Condominium, Building No. 13 as recorded in Plat Volume 35, Page 84 of the Erie County Recorder's Office; Thence South 66° 47' 59" East, along the southerly line of said Mariner Village Condominium, Building No. 13's land, a distance of 43.25 feet to a point at the southeasterly corner of said Mariner Village Condominium, Building No. 13's land and the southeasterly corner of land now or formerly owned by Mariner Village Condominium, Building No. 12 as recorded in Plat Volume 35, Page 43 of the Erie County Recorder's Office; Thence South 57° 08' 18" East, along the southerly line of said Mariner Village Condominium, Building No. 12's land, a distance of 30.49 feet to a point; Thence South 45° 14' 53" East, along the southerly lines of said Mariner Village Condominium, Building No. 12's land and land now or formerly owned by OZZIAC Enterprises, Inc. as recorded in Plat Volume 201406062 of the Erie County Recorder's Office, a distance of 137.07 feet to a point at the southeasterly corner of said OZZIAC Enterprises, Inc.'s land and the southeasterly corner of land now or formerly owned by Mariner Village Condominium, Building No. 10 as recorded in Plat Volume 35, Page 1 of the Erie County Recorder's Office; Thence South 62° 15' 35" East, along the southerly line of said Mariner Village Condominium, Building No. 10's land, a distance of 81.65 feet to a point; Thence South 75° 00' 31" East, along the southerly line of said Mariner Village Condominium, Building No. 10's land, a distance of 107.19 feet to a point; Thence South 49° 46' 04" East, a distance of 134.32 feet to a 5/8" iron pin set; Thence South 20° 45' 48" West, a distance of 69.24 feet to a mag spike set on a tangent curve to the left; Thence, along said curve to the left, having a radius of 100.00 feet, a central angle of 23° 56' 11", a curve length of 41.78 feet, a chord bearing of South 08° 47' 42" West and a chord distance of 41.47 feet to a point at the northwesterly corner of land now or formerly owned by Mariner Village Condominium, Building No. 9 as recorded in Plat Volume 28, Page 56 of the Erie County Recorder's Office; Thence South 45° 37' 58" West, along the west line of said Mariner Village Condominium, Building No. 9's land, a distance of 28.20 feet to a point on a tangent curve to the left; Thence, along said curve to the left and the west line of said Mariner Village Condominium, Building No. 9's land, having a radius of 318.00 feet, a central angle of 40° 54' 28", a curve length of 227.04 feet, a chord bearing of South 25° 10' 44" West and a chord distance of 222.25 feet to a point;
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File Name: Z:\CD\Eng\B\18-435-Sawmill Creek Resort ALTA Drone info\water_2188-19_Contours\erial - Drone-Packages\18-435 ALTA SAWMILL CREEK LLC.dwg



NOTE: ITEM NUMBERS LISTED BELOW CORRESPOND TO ITEM NUMBERS IN COMMITMENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.
COMMITMENT NO.: 19-134
EFFECTIVE DATE: JUNE 10, 2019 AT 7:59 A.M.

AFFECTS KEY:

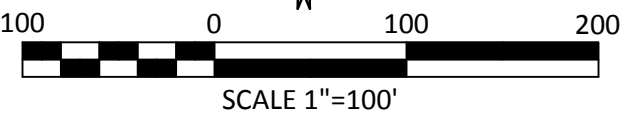
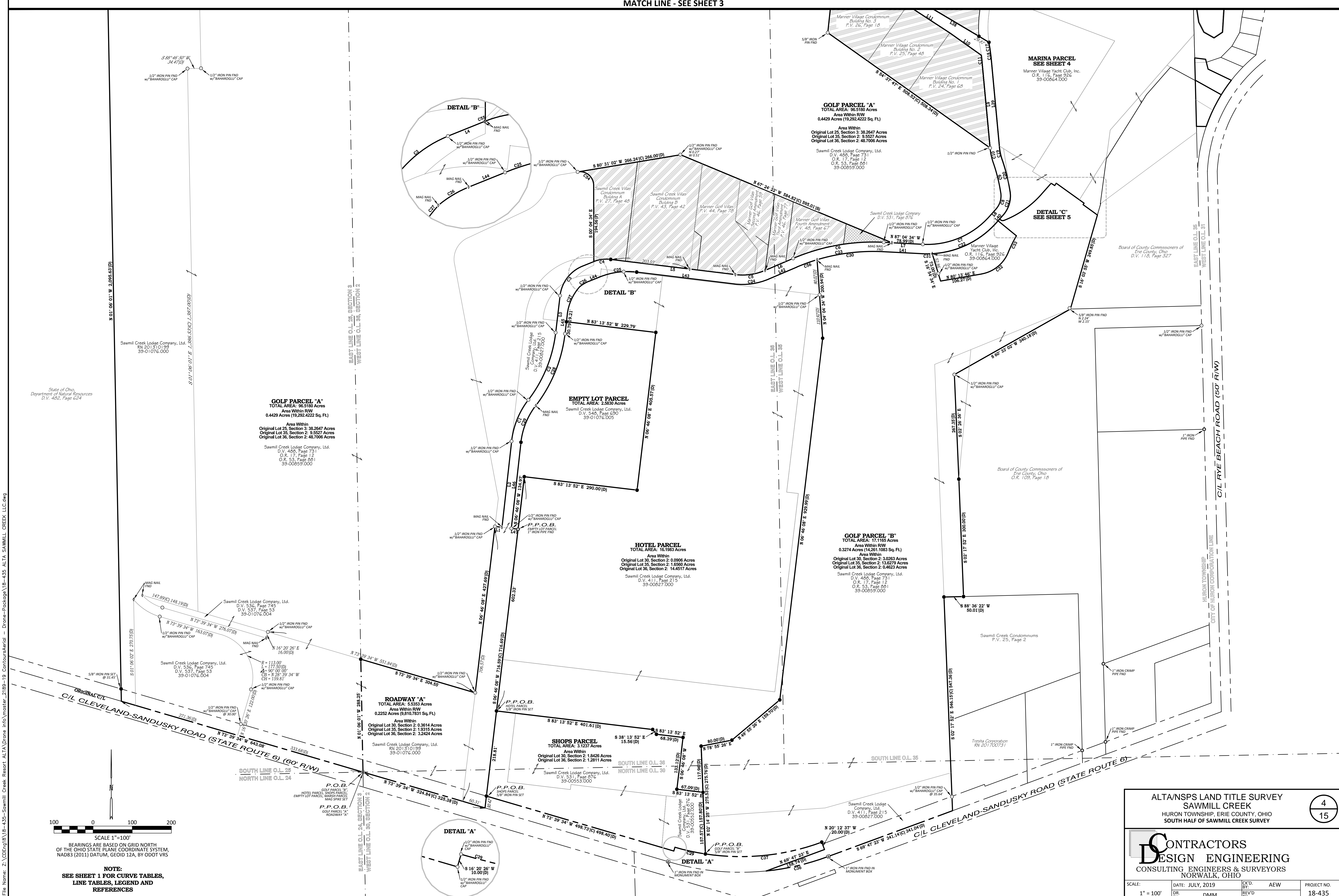
- A. AFFECTS THE PROPERTY AND IS LOCATED
- B. AFFECTS THE PROPERTY AND CANNOT BE LOCATED
- C. BLANKET IN NATURE
- D. DOES NOT AFFECT THE PROPERTY
- E. DOES NOT AFFECT THE PROPERTY BUT IS LOCATED

NOTES

- The legal description printed hereon describes the same property as described in those certain deeds recorded as Quit-Claims/ Warranty Deed Nos. RN 200207993, RN 201310199, RN 201310200, Official Records Book 116, Page 926, and Volume 411, Page 215, Volume 548, Page 686, Volume 531, Page 876, Volume 831, Page 881, Volume 536, Page 745, Volume 537, Page 53, Volume 488, Page 731, Volume 488, Page 747, Volume 017, Page 12, Volume 053, Page 881, and is the same property described in Schedule A of Title Commitment No. 19-134, dated effective June 10, 2019, as prepared by Old Republic National Title Insurance Company, and that all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.
- This survey is based on a title commitment prepared by Old Republic National Title Insurance Company Commitment File No. 19-134, date effective June 10, 2019. Only those easements and that information listed in Old Republic National Title Insurance Commitment No. 19-134, dated effective June 10, 2019, and re-listed below were considered for this Survey, and are shown on this Survey. Items not listed under Schedule B-II hereon are standard title exceptions and/or are not matters of issues that pertain to this Survey.
- Tax Parcel Code Nos.: 39-00864.000, 43-00358.000, 43-00359.000, 43-00360.000, 43-00361.000, 43-00362.000, 43-00363.000, 43-00959.000, 39-00827.000, 39-01076.005, 39-00552.000, 39-00553.000, 39-01076.004, 39-00859.000 and 39-01076.000.
Shown on Survey.
- North adjainer's deck, breakwall and concrete sidewalk encroach upon Lot 19, Torquatus Beach Subdivision (see sheet 7). South adjainer's breakwall, concrete sidewalk and gravel drive encroach upon the north half of Lot 38, Torquatus Beach Subdivision (see sheet 7). No other encroachments were found on the subject's property at the time of the Survey.
- Subject Property has direct access to Cleveland Road (State Route 6), a public right-of-way.
- At the time the field work for the Survey was done, there were no observed addresses. The addresses on the Subject Property are 400 Cleveland Road and 2401 Cleveland Road.
- Survey performed October, 2018 on the premises and there is no observable evidence of the locations of cemeteries or burial grounds.
- Property as described hereon is contiguous, with no gaps and/or gores.
- Legal description of the property has a 1:10,000 error of closure.

SCHEDULE B - SECTION II												DEED/LEASE	PAGE	REMARKS	AFFECTS	
NO.	TYPE OF EASEMENT	WIDTH	GRANTEE	TYPE	VOL.	PAGE										
9	OHIO EDISON COMPANY EASEMENT		OHIO EDISON COMPANY	DEED	333	61										
10	WATER MAIN EASEMENT - PARCEL 1	30.00'	COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	306	227										
10A	WATER MAIN EASEMENT - PARCEL 2	60.00'	COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	306	227										
11	OHIO EDISON COMPANY EASEMENT	45.00'	OHIO EDISON COMPANY	DEED	320	425										
12	SANITARY SEWER EASEMENT - PARCEL 1	45.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	410	626										
12A	SANITARY SEWER EASEMENT - PARCEL 2	30.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	410	626										
13	ROADSIDE RIGHT-OF-WAY (GAS EASEMENT)	15.00'	COLUMBIA GAS OF OHIO, INC.	DEED	417	743										
14	SANITARY SEWER EASEMENT - PARCEL 1	100.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	418	947										
14A	SANITARY SEWER EASEMENT - PARCEL 2	30.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	418	947										
15	SANITARY SEWER EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759										
15A	STORM SEWER EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759										
15B	SERVICE ROAD EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759										
15C	SERVICE ROAD EASEMENT	20.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759										
15D	FIRE LINE EASEMENT - PARCEL 1	15.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759										
15E	FIRE LINE EASEMENT - PARCEL 2	15.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759										
15F	ELECTRIC LINE EASEMENT	8.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759										
15G	GAS LINE EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759										
15H	TELEPHONE LINE EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759										
15I	WATER LINE EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759										
16	OHIO EDISON EASEMENT	-----	OHIO EDISON COMPANY	DEED	448	768										
17	EASEMENT & RIGHT-OF-WAY	-----	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	448	848										
18	EASEMENT & RIGHT-OF-WAY	-----	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	448	851										
19	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 1 - MARINA PARCEL	-----	SAWMILL CREEK MARINA, INC.	DEED	449	417										
19A	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 2 - PARKING LOT	-----	SAWMILL CREEK MARINA, INC.	DEED	449	417										
19B	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 3 - 60' ROADWAY	60.00'	SAWMILL CREEK MARINA, INC.	DEED	449	417										
19C	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 4 - 24' ROADWAY	24.00'	SAWMILL CREEK MARINA, INC.	DEED	449	417										
19D	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 5 - 6' WALKWAY	6.00'	SAWMILL CREEK MARINA, INC.	DEED	449	417										
20	EASEMENT - PARCEL 1	-----	SAWMILL CREEK MARINA, INC.	DEED	488	748										
20A	EASEMENT - PARCEL 2	-----	SAWMILL CREEK MARINA, INC.	DEED	488	748										
20B	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 3 - 6' WALKWAY	6.00'	SAWMILL CREEK MARINA, INC.	DEED	488	748										
20C	EASEMENT - RESERVATION OF EASEMENT OVER PARCEL 1	-----	SAWMILL CREEK MARINA, INC.	DEED	488	748										
21	EASEMENT & RIGHT-OF-WAY - PARCEL 1 - 24' ROADWAY	24.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	49										
21A	EASEMENT & RIGHT-OF-WAY - PARCEL 2 - 60' ROADWAY	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	49										
22	EASEMENT & RIGHT-OF-WAY - PARCEL 1 - 24' ROADWAY	24.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	223										
22A	EASEMENT & RIGHT-OF-WAY - PARCEL 2 - 60' ROADWAY	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	223										
22B	EASEMENT & RIGHT-OF-WAY - PARCEL 1 - 24' ROADWAY	24.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	527	709										
22C	EASEMENT & RIGHT-OF-WAY - PARCEL 2 - 60' ROADWAY	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	527	709										
22D	EASEMENT & RIGHT-OF-WAY - PARCEL 1 - 24' ROADWAY	24.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	535	104										
22E	EASEMENT & RIGHT-OF-WAY - PARCEL 2 - 60' ROADWAY	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	535	104										
22F	EASEMENT & RIGHT-OF-WAY - EXHIBIT 3 - 4.275 ACRE PARCEL	-----	SAWMILL CREEK ASSOCIATION, ETC.	DEED	535	104										
24	SANITARY SEWER EASEMENT	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	270										
25	SANITARY SEWER EASEMENT	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	628										
25A	SANITARY SEWER EASEMENT	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	634										
26	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 1	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	209										
26A	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 3	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	209										
26B	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 4	VARIES	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	209										
27	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 5	VARIES	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	225										
28	ROAD MAINTENANCE AGREEMENT - PARCEL 2 - 60' ROADWAY	60.00'	SAWMILL CREEK LODGE COMPANY, ETC.	RN	200808756											
28A	ROAD MAINTENANCE AGREEMENT - 24' ROADWAY	24.00'	SAWMILL CREEK LODGE COMPANY, ETC.	RN	200808756											
29	ACCESS EASEMENT & AGREEMENT - IRRIGATION LINE EASEMENT	10.00'	MARINER VILLAGE CONDOMINIUM	RN	201702985											
30	WARRANTY DEED	-----	ANNA B. BUTTS	DEED	170	457										
31	RIGHT-OF-WAY AND EASEMENT FOR ACCESS & UTILITIES - PARCEL 1	-----	SAWMILL CREEK ASSOCIATION, ETC.	DEED	411	215										
31A	RIGHT-OF-WAY AND EASEMENT FOR ACCESS & UTILITIES - PARCEL 2	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	411	215										
32	SANITARY SEWER EASEMENT	60.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	410	623										
32A	SANITARY SEWER EASEMENT	80.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	410	623										
32B	SANITARY SEWER EASEMENT	20.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	472	72										
32C	SANITARY SEWER EASEMENT	20.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	479	604										
32D	SANITARY SEWER EASEMENT	20.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	503	449										
33	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES	24.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK MARINA, INC.	DEED	486	226										
34	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	486	287										
35	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - PARCEL 1 - BATH HOUSE	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK MARINA, INC.	DEED	488	436										
35A	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - PARCEL 2 - 24' ROADWAY	24.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK MARINA, INC.	DEED	488	436										
36	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - SCHEDULE I-A - REVISED GOLF COURSE PARCEL 1	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731										
36A	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - SCHEDULE I-A - REVISED GOLF COURSE PARCEL 2	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731										
36B	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - SCHEDULE I-B	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731										
36C	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - SCHEDULE I-C	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731										
36D	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - SCHEDULE I-D	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731										
36E	PEDESTRIAN/VEHICLE EASEMENT - SCHEDULE I-E - EASEMENT 1	6.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731										
36F	PEDESTRIAN/VEHICLE EASEMENT - SCHEDULE I-E - EASEMENT 2	6.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731										
36G	PEDESTRIAN/VEHICLE EASEMENT - SCHEDULE I-E - EASEMENT 3	6.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731										
36H	ROADWAY EASEMENT - SCHEDULE I-F - PARCEL 1	24.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731										
36I	RIGHT-OF-WAY ADJACENT TO EASEMENT - SCHEDULE I-F - PARCEL 2	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731										
36J	EASEMENT FOR GOLF TEE - SCHEDULE I-G	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731										
37	APPURTENANT RIGHTS TO RIGHT-OF-WAY AND EASEMENT FOR INGRESS/EGRESS & UTILITIES	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK DEVELOPMENT CO.	DEED	503	218										
38	WATER MAIN EASEMENT - PARCEL 1	20.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	503	455										
38A	WATER MAIN EASEMENT - PARCEL 2	20.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	503	455										
39	SANITARY SEWER EASEMENT	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	270										
39A	SANITARY SEWER EASEMENT	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	276										
40	RIGHT-OF-WAY FOR GAS PIPELINE	15.00'	COLUMBIA GAS OF OHIO, INC.	DEED	507	204										
41	APPURTENANT EASEMENT - GOLF COTTAGES - PARCEL 1	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	521	26										
41A	APPURTENANT EASEMENT - GOLF COTTAGES - PARCEL 2	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	521	26										
42	APPURTENANT EASEMENT - 4.275 ACRE PARCEL	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK DEVELOPMENT CO.	DEED	523	580										
49	EASEMENT FOR UTILITY PURPOSES	-----	SAWMILL CREEK DEVELOPMENT COMPANY	DEED	523	585										
50	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 1	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	209										
50A	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 3	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	209										
50B	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 4	VARIES	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	209										
50C	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 2	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	218										
50D	EASEMENT FOR UTILITY PURPOSES	-----	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	218										
51	EASEMENT FOR UTILITY PURPOSES & ACCESS	24.00'	SAWMILL CREEK DEVELOPMENT COMPANY	DEED	535	124										
52	GAS EASEMENT	10.00'	COLUMBIA GAS OF OHIO, INC.	DEED	539	617										
52A	GAS EASEMENT	10.00'	COLUMBIA GAS OF OHIO, INC.	DEED	539	619										
53	RIGHT-OF-WAY FOR ACCESS & UTILITIES - GOLF COTTAGE PARCEL 4 - 0.7239 ACRES	-----	SAWMILL CREEK LODGE COMPANY	DEED	548	686										
53A	RIGHT-OF-WAY FOR ACCESS & UTILITIES - GOLF COTTAGE PARCEL 3 - 0.9295 ACRES	-----	SAWMILL CREEK LODGE COMPANY	DEED	548	686										
53B	RIGHT-OF-WAY FOR ACCESS & UTILITIES	-----	SAWMILL CREEK LODGE COMPANY	DEED	548	686										
54	PERPETUAL USE RESTRICTIONS	-----	SAWMILL CREEK LODGE COMPANY	O.R.	17	12										
55	PERPETUAL USE RESTRICTIONS	-----	SAWMILL CREEK LODGE COMPANY	O.R.	13	881										
56	PERMANENT & PERPETUAL EASEMENT FOR ACCESS & UTILITIES	-----	SAWMILL CREEK LODGE ASSOCIATION	O.R.	300	30										
57	APPURTENANT EASEMENT FOR UTILITIES	30.00'	SAWMILL CREEK ASSOCIATION	O.R.	315	666										
58	EASEMENT & RIGHT OF ENTRY	-----</														

File Name: Z:\CDEng\18-435-Sawmill Creek Resort ALTA Drone Info\master_2188-19_Contours\erial - Drone-Package\18-435 ALTA SAWMILL CREEK LLC.dwg



BEARINGS ARE BASED ON GRID NORTH
OF THE OHIO STATE PLANE COORDINATE SYSTEM,
NAD83 (2011) DATUM, GEOID 12A, BY ODOT VRS

NOTE:
SEE SHEET 1 FOR CURVE TABLES,
LINE TABLES, LEGEND AND
REFERENCES

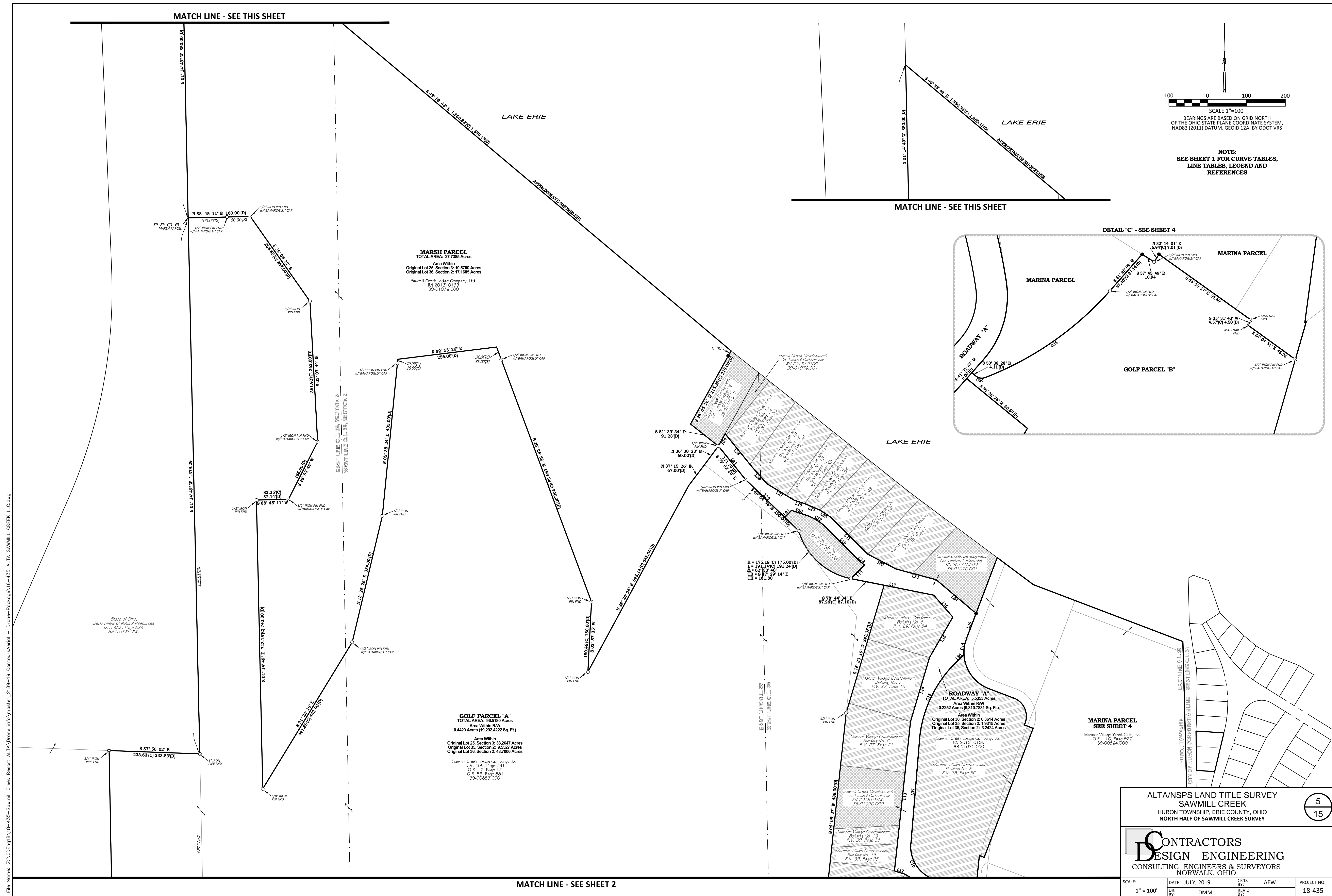
ALTA/NSPS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIE COUNTY, OHIO
SOUTH HALF OF SAWMILL CREEK SURVEY

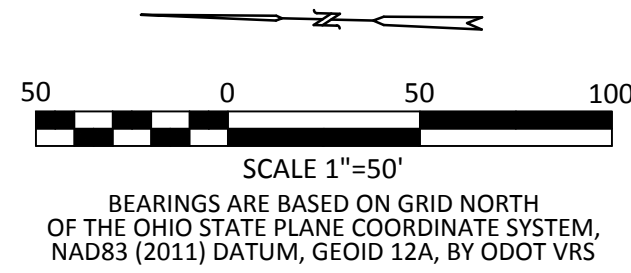
CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE: 1" = 100'
DATE: JULY, 2019
DR. BY: DMM

CK'D. BY: AEW
REV'D BY:

PROJECT NO. 18-435



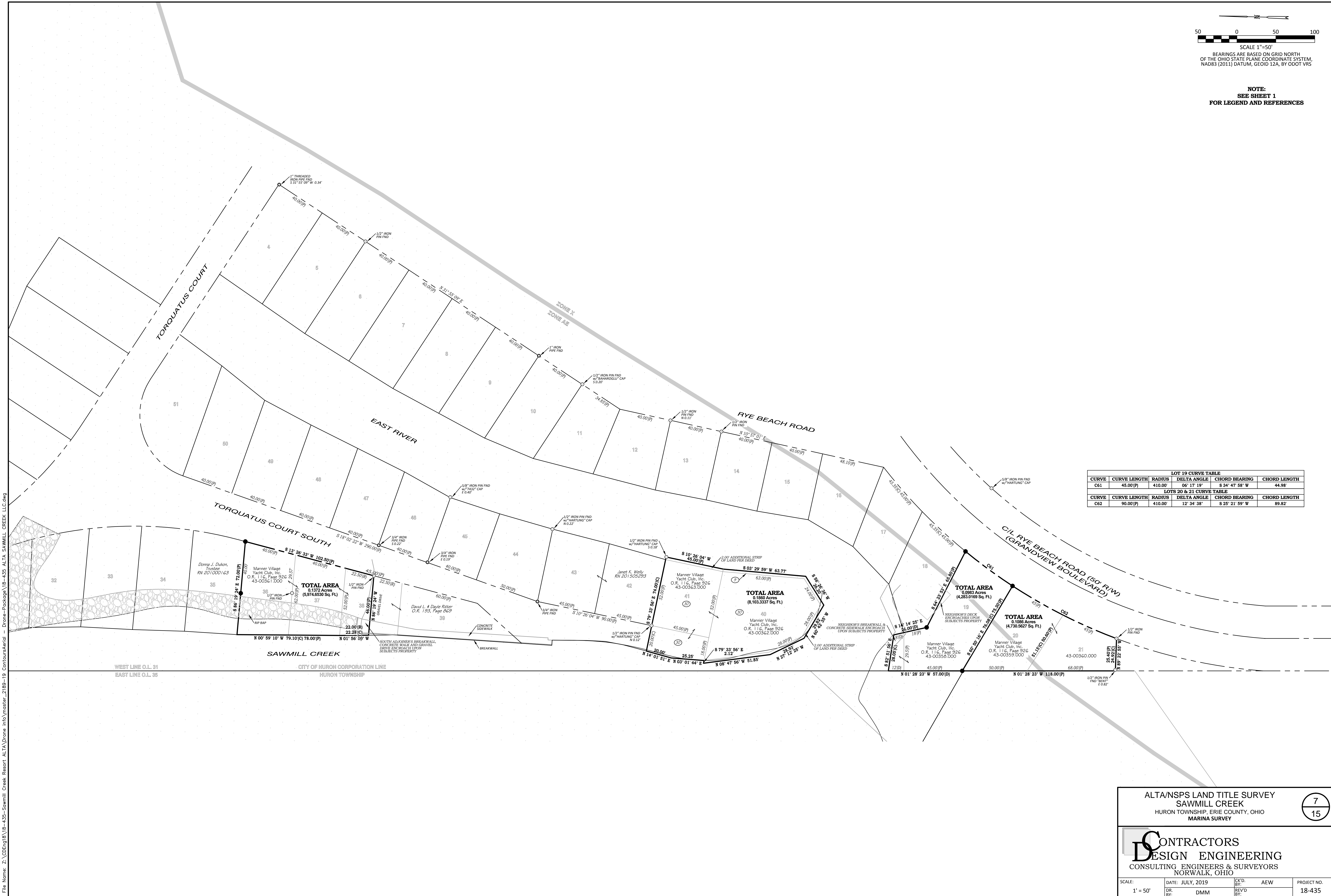


NOTE:
SEE SHEET 1
FOR LEGEND AND REFERENCES

LOT 19 CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C61	45.00'(P)	410.00'	06° 17' 19"	S 34° 47' 58" W	44.98'

LOTS 20 & 21 CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C62	90.00'(P)	410.00'	12° 34' 38"	S 25° 21' 59" W	89.82'

File Name: Z:\CD\Eng\18-435-Sawmill Creek Report ALTA\Drone info\master-2189-19 ContourAerial - Drone-Package\18-435-ALTA SAWMILL CREEK LLC.dwg



ALTA/NSPS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIE COUNTY, OHIO
MARINA SURVEY

7
15

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE: 1" = 50'
DATE: JULY, 2019
DR. BY: DMM
CK'D. BY: AEW
REV'D BY:
PROJECT NO. 18-435

MATCH LINE - SEE SHEET

GOLF PARCEL "A"
TOTAL AREA: 96,5186 Acres
Area Within R/W
0.4429 Acres (19,292,4222 Sq. Ft.)

EMPTY LOT PARCEL
TOTAL AREA: 2.5894 Acres

HOTEL PARCEL
TOTAL AREA: 16.2013 Acres

SHOPS PARCEL
TOTAL AREA: 3.1237 Acres

GOLF PARCEL "B"
TOTAL AREA: 16.2049 Acres
Area Within R/W
0.3274 Acres (14,261,1083 Sq. Ft.)

DETAIL "C"
SEE SHEET 9

ALTANSPTS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIE COUNTY, OHIO
SOUTH HALF SAWMILL CREEK EASEMENTS

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE: 1" = 100'	DATE: JULY, 2019 DR. BY: DMM	CK'D. BY: AEW REV'D BY:	PROJECT NO. 18-435
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SCALE 1"=100'

BEARINGS ARE BASED ON GRID NORTH
OF THE OHIO STATE PLANE COORDINATE SYSTEM,
NAD83 (2011) DATUM, GEOID 12A, BY ODOT VRS

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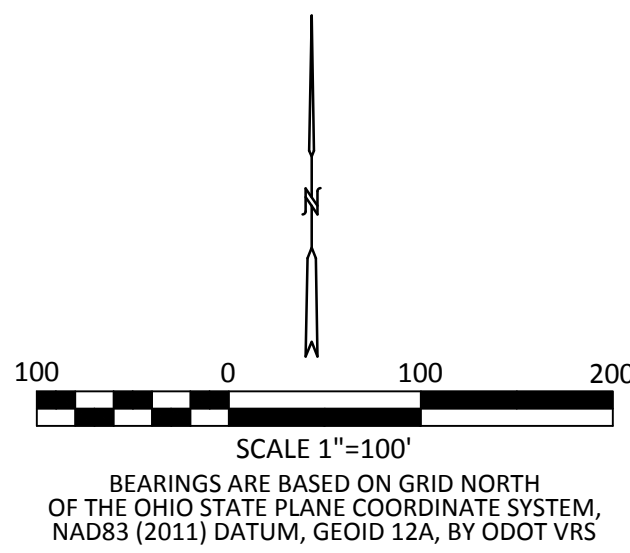
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MATCH LINE - SEE THIS SHEET

LAKE ERIE

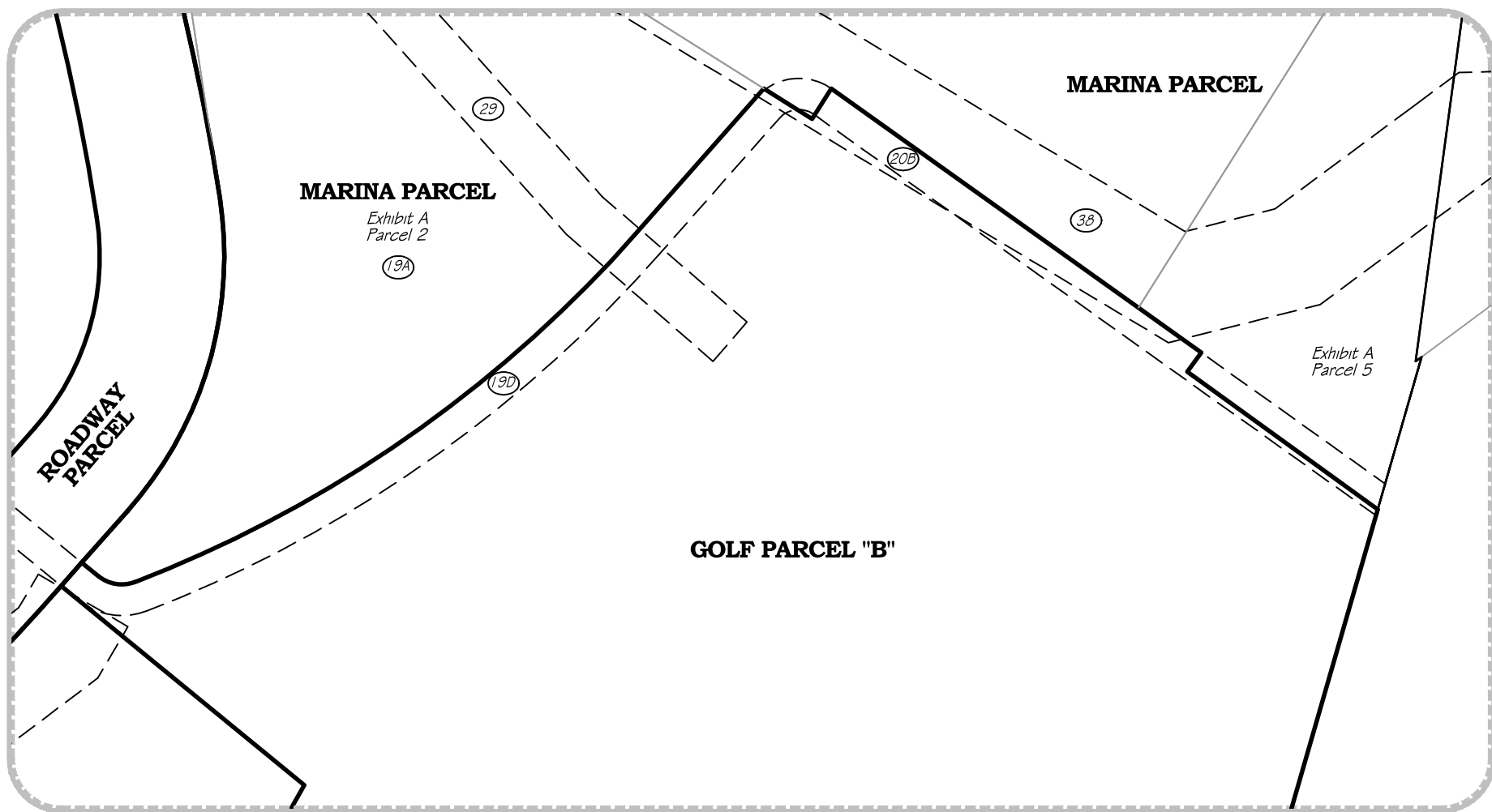
LAKE ERIE

MATCH LINE - SEE THIS SHEET



MARSH PARCEL
TOTAL AREA: 27.7355 Acres
Exhibit B
Parcel IV
39-01076.000

DETAIL 'C' - SEE SHEET 8



LAKE ERIE

State of Ohio,
Department of Natural Resources
D.V. 482, Page 624
39-61002.000

GOLF PARCEL "A"
TOTAL AREA: 96.5180 Acres
Area Within RW
0.4429 Acres (19,292,422 Sq. Ft.)

EAST LINE O.L. 38
WEST LINE O.L. 39

ROADWAY "A"
TOTAL AREA: 5.5353 Acres

Manner Village Condominium
Building No. 4
P.V. 26, Page 54

Manner Village Condominium
Building No. 7
P.V. 27, Page 13

Manner Village Condominium
Building No. 6
P.V. 27, Page 22

Manner Village Condominium
Building No. 5
P.V. 28, Page 36

Sawmill Creek Development
Co. Limited Partnership
RN 201310200
39-01026.000

Manner Village Condominium
Building No. 13
P.V. 33, Page 38

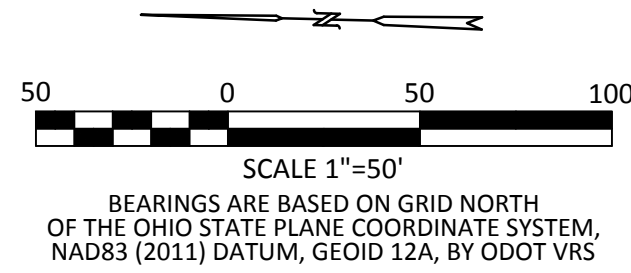
Manner Village Condominium
Building No. 13
P.V. 33, Page 25

Exhibit A
Parcel 1

ALTANS/SPS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIE COUNTY, OHIO
NORTH HALF OF SAWMILL CREEK EASEMENTS

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE: 1" = 100'	DATE: JULY, 2019 DR. BY: DMM	CK'D. BY: AEW REV'D BY:	PROJECT NO. 18-435
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File Name: Z:\CD\Eng\18-435-Sawmill Creek Resort\ALTA\Drone\Info\Master-2189-19 Contour\Aerial - Drone-Package\18-435 ALTA SAWMILL CREEK LLC.dwg

ALTA/NSPS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIE COUNTY, OHIO
MARINA EASEMENTS

10
15

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE: 1" = 50'
DATE: JULY, 2019
DR. BY: DMM
CK'D. BY: AEW
REV'D BY:

PROJECT NO. 18-435

MATCH LINE - SEE SHEET



File Name: Z:\CD\Eng\18-435-Sawmill Creek Report ALTA\Drone info\master-2189-19 ContourAerial - Drone-Package\18-435 ALTA SAWMILL CREEK LLC.dwg

100 0 100 200
SCALE 1"=100'

BEARINGS ARE BASED ON GRID NORTH
OF THE OHIO STATE PLANE COORDINATE SYSTEM,
NAD83 (2011) DATUM, GEOID 12A, BY ODOT VRS

ALTA/NSPS LAND TITLE SURVEY SAWMILL CREEK HURON TOWNSHIP, ERIE COUNTY, OHIO SOUTH HALF SAWMILL CREEK ALTA/NSPS LAND TITLE SURVEY					11 15
CONTRACTORS DESIGN ENGINEERING CONSULTING ENGINEERS & SURVEYORS NORWALK, OHIO					
SCALE: 1" = 100'	DATE: JULY, 2019 DR. BY: DMM	CK'D. BY: REV'D BY:	AEW	PROJECT NO. 18-435	

The site plan for the Sawmill Creek Resort Hotel shows a large building complex with several wings. Key features include:

- Building Layout:** The main building has a central section and two wings extending to the left and right. A "2ND STORY DECK" is located on the left wing, and a "PATIO" is adjacent to it. A "CONCRETE SIDEWALK" runs along the bottom of the building.
- Parking Areas:** There are two main parking areas: "ASPHALT PARKING AREA" on the left and "CONCRETE PARKING AREA" on the right. A "CONCRETE SIDEWALK" runs between the parking areas and the building.
- Utility Features:**
 - Sanitary:** A "SANITARY MANHOLE" is located near the top left.
 - Lighting:** Several "LIGHT POLE (TYP.)" locations are marked throughout the site.
 - Stormwater:** Multiple "CATCH BASIN" locations are indicated, including one near the top right and another near the bottom right.
 - Electricity:** An "ELECTRIC BOX" is located on the right side of the plan.
- Other Features:**
 - ASPHALT DRIVEWAY:** Located on the far left.
 - GRASS AREA:** Located in the center and bottom left.
 - ASPHALT CART PATH:** Located near the top center.

2401 Cleveland Road

Club House

CONCRETE SIDEWALK

ASPHALT

CATCH BASIN

Golf Cart Storage

CATCH BASIN

ASPHALT PARKING AREA

ASPHALT PARKING AREA

ASPHALT ROADWAY

More parking areas do exist but parking spaces are not clearly defined.

ALTA/NSPS LAND TITLE SURVEY

SAWMILL CREEK

HURON TOWNSHIP, ERIE COUNTY, OHIO

HOTEL ALTA/NSPS LAND SURVEY





CONTRACTORS

DESIGN ENGINEERING

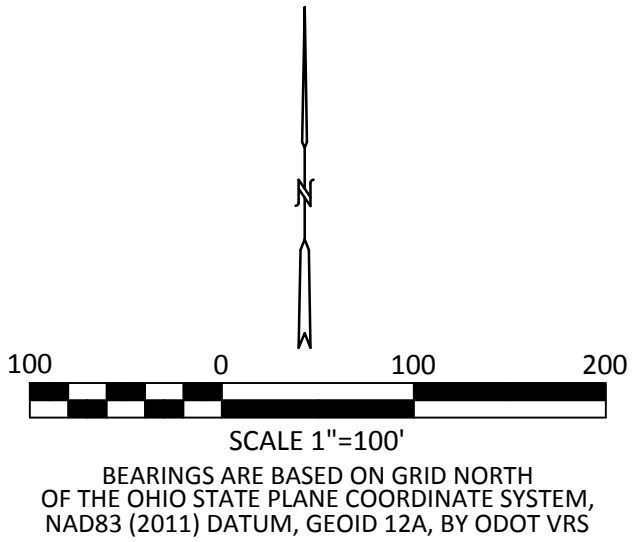
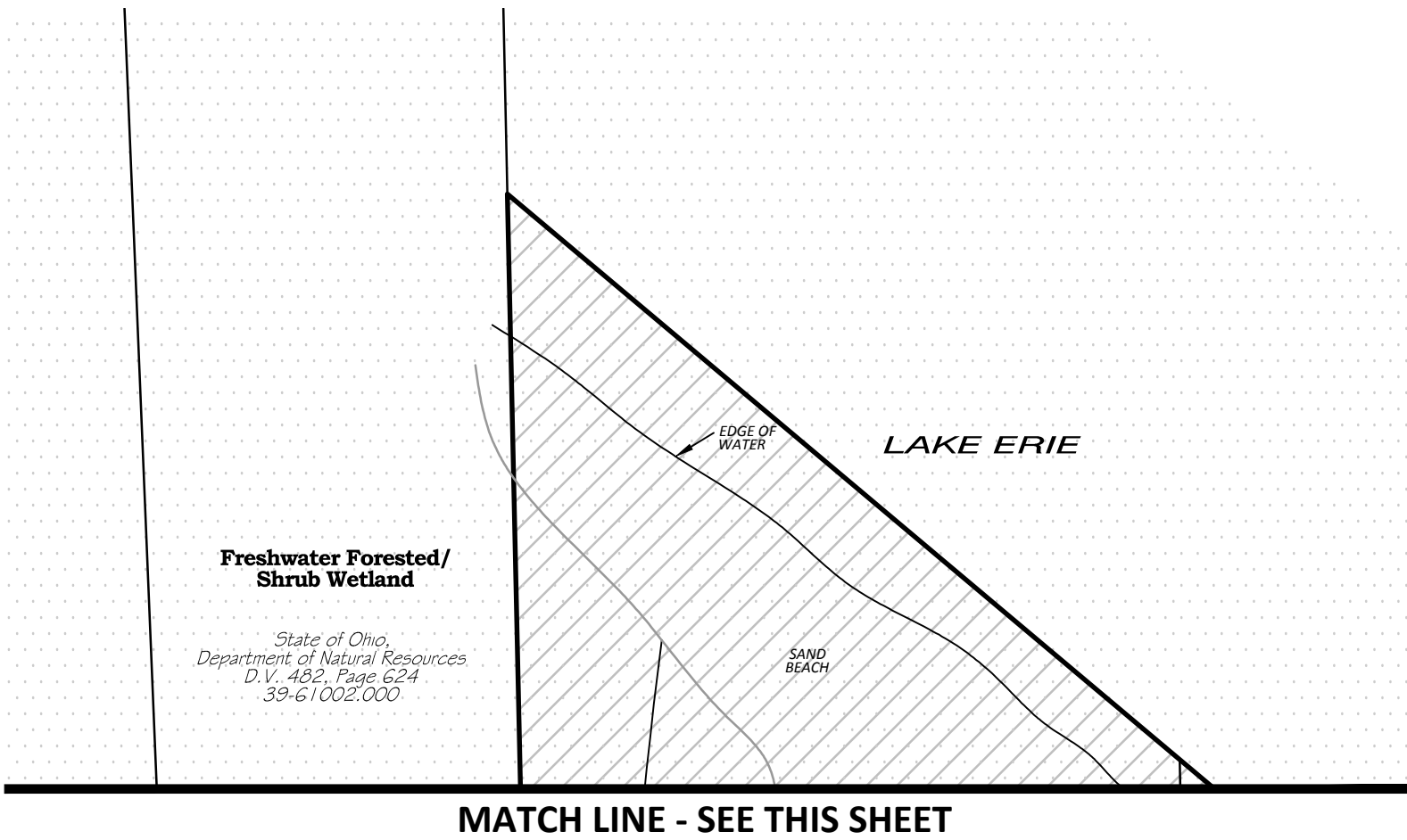
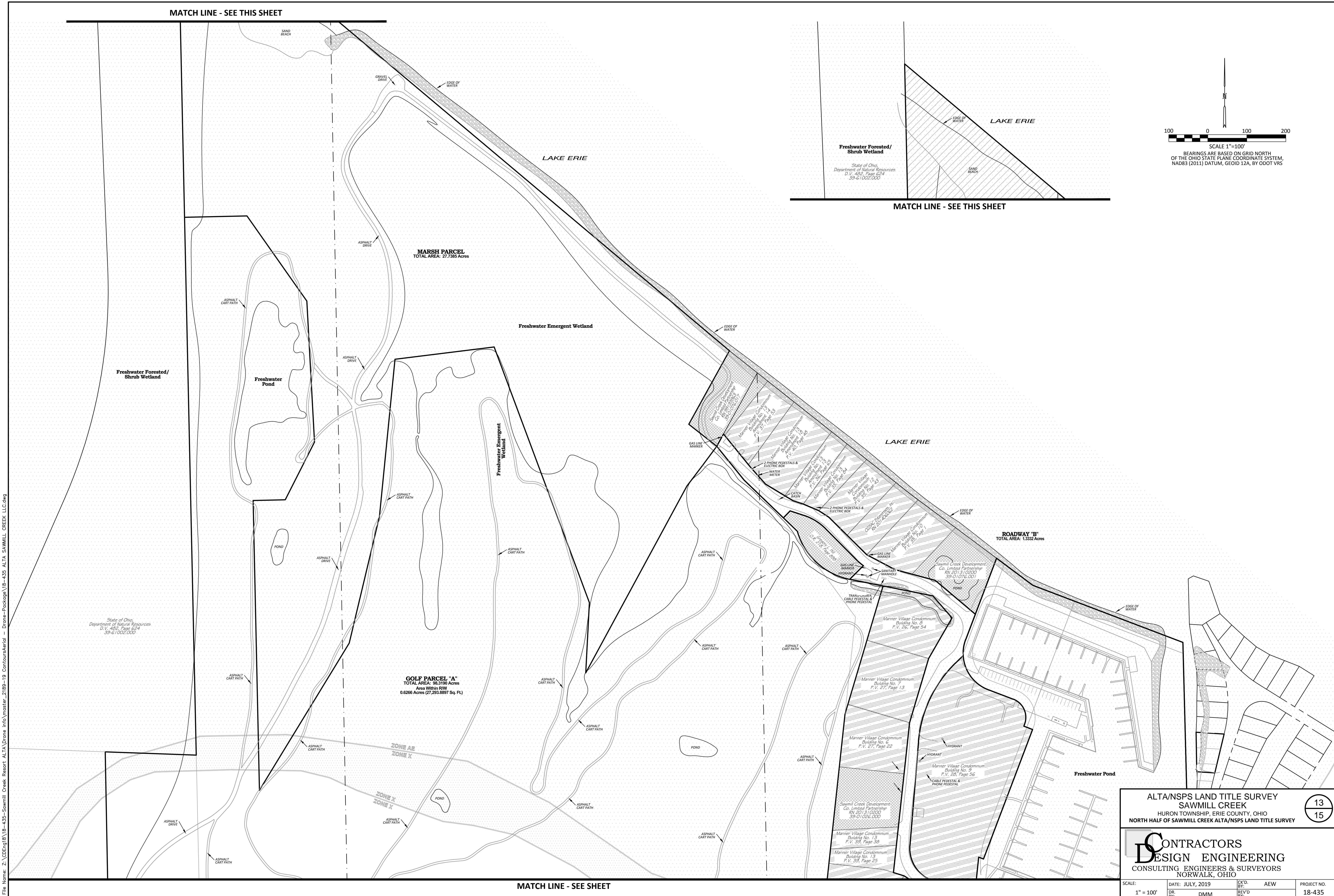
CONSULTING ENGINEERS & SURVEYORS

NORWALK, OHIO

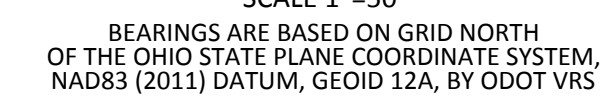


SCALE:	DATE: JULY, 2019	C.K'D: AEW	PROJECT NO.
1" = 100'	DR. BY: DMM	REV'D	18-435

File Name: Z:\CDEng\18-435-Sawmill Creek Resort ALTA Drone info\master_2188-19_Contours\erial - Drone-Packages\18-435 ALTA SAWMILL CREEK LLC.dwg



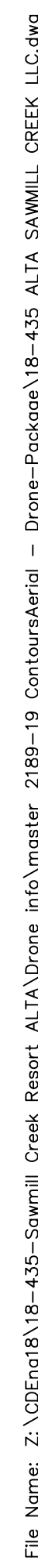


ALTA/NSPS LAND TITLE SURVEY SAWMILL CREEK HURON TOWNSHIP, ERIE COUNTY, OHIO NORTH HALF OF SAWMILL CREEK ALTA/NSPS LAND TITLE SURVEY			
CONTRACTORS DESIGN ENGINEERING CONSULTING ENGINEERS & SURVEYORS NORWALK, OHIO		<div>13</div> <div>15</div>	
SCALE: 1" = 100'	DATE: JULY, 2019 DR. BY: DMM	CK'D. BY: AEW REV'D BY:	PROJECT NO. 18-435



Handicap Parking Spaces:	0 Spaces
Regular Parking Spaces:	27 Spaces
Total Parking Spaces:	27 Spaces

More parking areas do exist but parking spaces are not clearly defined.



DESIGN ENGINEERS
CONSULTING ENGINEERS & SURVEYORS
 NORWALK, OHIO

SCALE: 1" = 50'	DATE: JULY, 2019 DR. BY: DMM	CK'D. BY: AEW REV'D BY:	PROJECT NO: 18-435
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**EXPEDITED TYPE 1 PETITION FOR THE ANNEXATION OF CERTAIN
TERRITORY IN HURON TOWNSHIP, ERIE COUNTY, OHIO, TO THE CITY OF
HURON, ERIE COUNTY, OHIO UNDER THE SPECIAL ANNEXATION PROCEDURE
PURSUANT TO SECTIONS 709.021 AND 709.022 OF THE OHIO REVISED CODE**

SUBMISSION DATED July 21, 2022

TO: BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO

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

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

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

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

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

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

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

Name and Signature

SAWMILL CREEK LLC

By: 

Authorized Representative

Date

7.21.22

EXHIBIT 1

Legal Description and Four Exceptions

(Commencing on following page)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

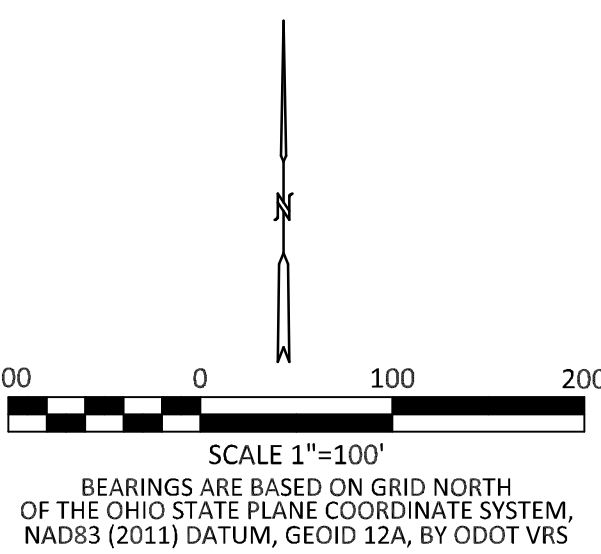
This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in July, 2022 per Adam E. Weaver, Registered Surveyor No. 8456 from an actual survey performed October, 2018 on the premises by Contractors Design Engineering.

EXHIBIT 2

Map of the Territory to be Annexed

(Commencing on following page)

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



ANNEXATION LINE TABLE		
LINE	BEARING	DISTANCE
11	S 51° 29' 34" E	56.35
12	S 69° 27' 12" E	46.33
13	S 51° 29' 34" E	56.35
14	N 34° 59' 26" E	20.89
15	S 39° 02' 50" E	110.31
16	S 41° 49' 50" E	57.50
17	S 58° 51' 27" E	81.90
18	S 71° 18' 10" E	28.14
19	S 66° 47' 59" E	43.25
20	S 87° 08' 18" E	30.49
21	S 48° 14' 53" E	137.07
22	S 62° 19' 38" E	61.45
23	S 79° 09' 31" E	65.28
EXCEPTION 1 LINE TABLE		
114	N 43° 59' 26" E	24.84
115	S 71° 58' 10" E	37.94
116	S 44° 44' 18" E	136.11
117	S 45° 18' 48" W	19.49
EXCEPTION 2 LINE TABLE		
118	S 41° 04' 34" E	76.00
119	S 72° 42' 13" E	28.69
EXCEPTION 3 LINE TABLE		
120	N 45° 37' 58" E	28.29
121	S 69° 14' 12" E	64.00
122	S 29° 45' 48" W	5.00
123	S 69° 14' 12" E	24.00
124	N 69° 14' 12" W	13.18
125	S 69° 14' 09" W	12.65
EXCEPTION 4 LINE TABLE		
126	S 66° 48' 26" W	16.03
127	N 53° 05' 34" W	320.84
128	S 67° 10' 12" W	52.95

LEGEND		
PREVIOUSLY SET	FOUND	DESCRIPTION
●	○	IRON PIN
○	○	IRON PIPE
○	○	MAG NAIL
○	○	MAG SPIKE
○	○	MONUMENT BOX
○	○	DEED PLATTED
(S)	(S)	CALCULATED SURVEY
ALL 5/8" IRON PINS SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED "C.D. ENG 46080512"		

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

ANNEXATION CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	169.41	839.58	14° 21' 45"	S 75° 58' 15" W	159.99
C2	381.73	899.58	36° 27' 20"	S 68° 01' 03" W	378.32
EXCEPTION 1 CURVE TABLE					
C3	65.39	138.07	27° 08' 55"	S 58° 15' 43" E	64.78
C4	29.41	212.07	07° 56' 51"	S 49° 42' 41" E	29.38
EXCEPTION 2 CURVE TABLE					
C5	14.71	488.07	01° 43' 38"	S 00° 11' 40" E	14.71
C6	55.14	312.07	07° 07' 30"	S 01° 04' 24" W	55.06
EXCEPTION 3 CURVE TABLE					
C7	123.58	222.07	14° 41' 41"	S 74° 18' 10" W	123.51
C8	77.49	148.07	30° 00' 00"	S 81° 25' 20" W	76.61
C9	43.96	88.51	28° 27' 27"	S 62° 41' 42" W	43.51
C10	60.72	38.00	99° 24' 24"	S 49° 46' 46" W	53.39

EXCEPTION 1
TOTAL AREA: 0.0364 Acres (0.361621 Sq. Ft.)
EXCEPTION 2
TOTAL AREA: 4.8384 Acres
EXCEPTION 3
TOTAL AREA: 2.7514 Acres
EXCEPTION 4
TOTAL AREA: 3.1019 Acres
Original Lot 36, Section 2, 2.6992 Acres
Original Lot 36, Section 2, 2.6779 Acres (26,714,523 sq. ft.)

MARSH PARCEL
Sawmill Creek, LLC
RN 202202477

GOLF PARCEL "A"
Sawmill Creek, LLC
RN 202102523

ANNEXATION
TOTAL AREA: 103.1222 Acres
Area Within
0.0985 Acres (43,364.5021 Sq. Ft.)
Area Within
Original Lot 28, Section 2, 46,3347 Acres
Original Lot 28, Section 2, 5,2359 Acres
Original Lot 28, Section 2, 46,3079 Acres
Original Lot 28, Section 2, 5,2000 Acres

MARINA PARCEL
Sawmill Creek, LLC
RN 202202477

BATH HOUSE PARCEL
Sawmill Creek, LLC
RN 202202477

HOTEL PARCEL
Sawmill Creek, LLC
RN 202202477

GOLF PARCEL "B"
Sawmill Creek, LLC
RN 202202477

SHOPS PARCEL
Sawmill Creek, LLC
RN 202202477

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

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

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

EXHIBIT 3

LIST OF PARCELS WITHIN THE TERRITORY PROPOSED FOR ANNEXATION

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

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

LIST OF ADJACENT TRACTS

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

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

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

39-01076.016
LANGE TODD
19 LINCOLN AVE
CROMPOND NY 10517

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

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

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

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

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

39-00060.000

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

39-00052.000

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

39-60930.000

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

39-01002.000

SAWMILL HURON LLC
911 TAYLOR AVE
HURON OH 44839

Parcel No. 39-00534.000

TRESHA CORPORATION
2314 TROY RD
DELAWARE OH 43015

39-01091.000

LJJ OHIO LLC
132 SHEPPARD AVE
NY ONTARIO M2N 1M5

39-01089.000

EISENBERG BURT E TRUSTEE
7935 AIRPORT RD
NAPLES FL 34109

39-01076.031

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

39-01076.014

INGLEY DAVID & LINDA
269 SOUTHARD ST
KEY WEST FL 33040

39-01076.019

PUHALA PHILIP & BARBARA
708 MARINERS VILLAGE
HURON OH 44839

39-01026.095

BARRY ELIZABETH M TRUSTEE
315 BONNIE LANE
AURORA OH 44202

39-01076.009

FRY JAMES D
706 MARINER VILLAGE
HURON OH 44839

39-01076.007

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

39-01076.013

OZZIAC ENTERPRISES INC
380 E PARK
NORWALK OH 44857

39-01076.010

THORSON DAVID L & RHONDA
700 MARINER VILLAGE
HURON OH 44839

39-01076.002

HILL GREGORY L
626 MARINER VILLAGE
HURON OH 44839

39-01026.010

BROWN NANCY L TRUSTEES
529 MARINER VILLAGE
HURON OH 44839

39-01026.016

RUBICK WILLIAM D TRUSTEE
525 MARINER VILLAGE
HURON OH 44839

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

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

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

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

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

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

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

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

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

39-00054.000

POKORNY DONALD & ANN
711 MARINER VILLAGE
HURON OH 44839

39-00053.001

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

39-00052.000

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

39-00060.000

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

39-00419.000

RESORT PROPERTIES MANAGEMENT LTD
609 MARINER VILLAGE
HURON OH 44839

43-00131.000

DOUBLER DAVID & TRACY
2420 HOLLYLANE DR
BROADVIEW HEIGHTS OH 44147

EXHIBIT 4

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

(Commencing on following page)

CERTIFICATION

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

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



Terri S. Welkener
Clerk of Council



RESOLUTION NO. 42-2021

Introduced by Monty Tapp

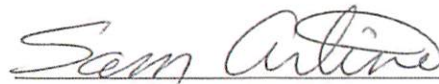
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000,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

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

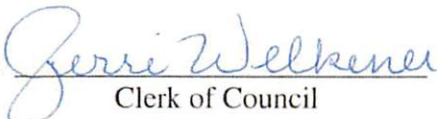
SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to enter into an agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000,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

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

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



Sam Artino, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 13 JUL 2021

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

**Dated as of
August 31, 2021**

ANNEXATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1

ANNEXATION OF ANNEXATION PARCELS AND LIMITATIONS

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

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

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

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

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

ARTICLE 2

GOVERNMENT SERVICES AND TAXES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3

TERM OF AGREEMENT

Section 3.1. Term and Renewal.

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

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

ARTICLE 4

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF HURON, ERIE COUNTY, OHIO

By: 

Its: Matthew Lasko, City Manager

Date: 8/25/21

Approved as to form:

By: 

Todd A. Schrader, Law Director

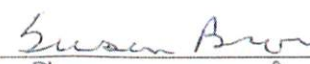
HURON TOWNSHIP, ERIE COUNTY, OHIO

By: 

Its: Board of Trustees Chairman

Date: 8-9-2021

Approved as to form:

By: 


Susan Brown, Assistant Prosecutor
Erie County Prosecutor's Office

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

PROPERTY OWNER'S CONSENT AND AGREEMENT

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

SAWMILL CREEK LLC

By: 
Authorized Representative
Date: 8-31-2021

ATTACHMENT A

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

Parcel Numbers:

39-01076.029

39-01076.004

39-01076.000

39-01076.005

39-00553.000

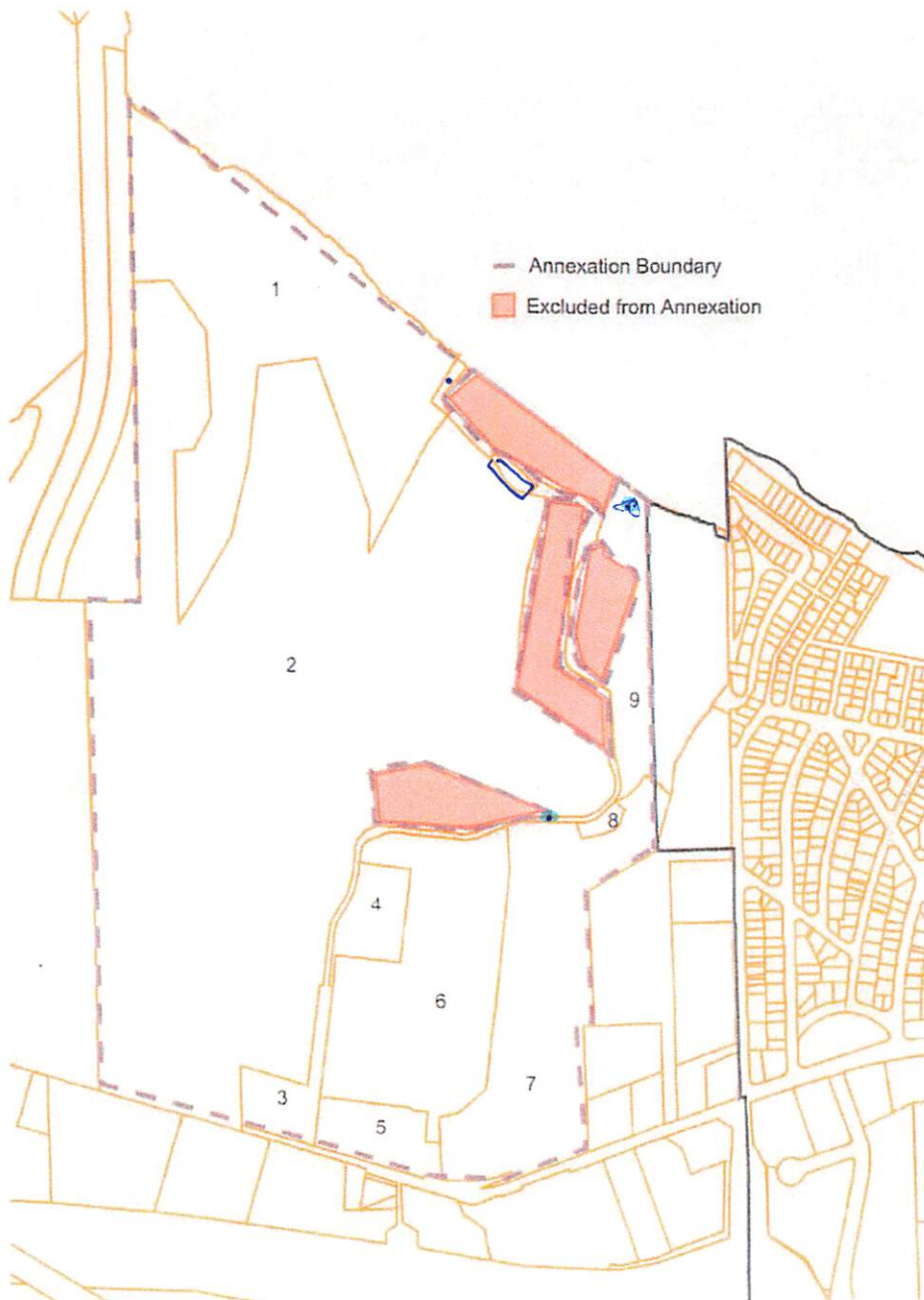
39-00827.000

39-00859.000

39-00864.000

39-00864.001

ATTACHMENT B



RESOLUTION NO 2021-13

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

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

Mr. Hahn
Mr. Enderle
Ms. Schlessman

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted: August 9, 2021

CERTIFICATE

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

Matthew Dewey
Matthew Dewey, Fiscal Officer
Huron Township

EXHIBIT 5

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

(Commencing on following page)

CERTIFICATION

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

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



Terri S. Welkener
Clerk of Council



RESOLUTION NO. 65-2022

Introduced by Monty Tapp

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

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

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

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

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

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


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

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

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

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

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



Monty Tapp, Mayor

ATTEST: 

Clerk of Council

ADOPTED: 12 JUL 2022



RESOLUTION NO. 42-2021

Introduced by Monty Tapp

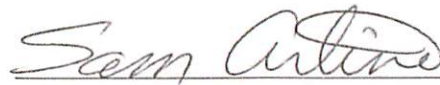
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000,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

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

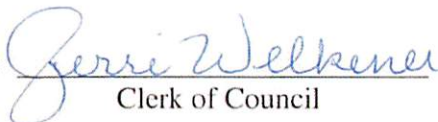
SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to enter into an agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000,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

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

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



Sam Artino, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 13 JUL 2021

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

**Dated as of
August 31, 2021**

ANNEXATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1

ANNEXATION OF ANNEXATION PARCELS AND LIMITATIONS

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

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

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

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

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

ARTICLE 2

GOVERNMENT SERVICES AND TAXES

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

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

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

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

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

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

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

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

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

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

C. **Property Tax:**

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

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

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

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

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

ARTICLE 3

TERM OF AGREEMENT

Section 3.1. Term and Renewal.

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

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

ARTICLE 4

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF HURON, ERIE COUNTY, OHIO

By: 

Its: Matthew Lasko, City Manager

Date: 8/25/21

Approved as to form:

By: 

Todd A. Schratz, Law Director

HURON TOWNSHIP, ERIE COUNTY, OHIO

By: 

Its: Board of Trustees Chairman

Date: 8-9-2021

Approved as to form:

By: 


Susan Brown, Assistant Prosecutor
Erie County Prosecutor's Office

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

PROPERTY OWNER'S CONSENT AND AGREEMENT

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

SAWMILL CREEK LLC

By: 
Authorized Representative
Date: 8-31-2021

ATTACHMENT A

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

Parcel Numbers:

39-01076.029

39-01076.004

39-01076.000

39-01076.005

39-00553.000

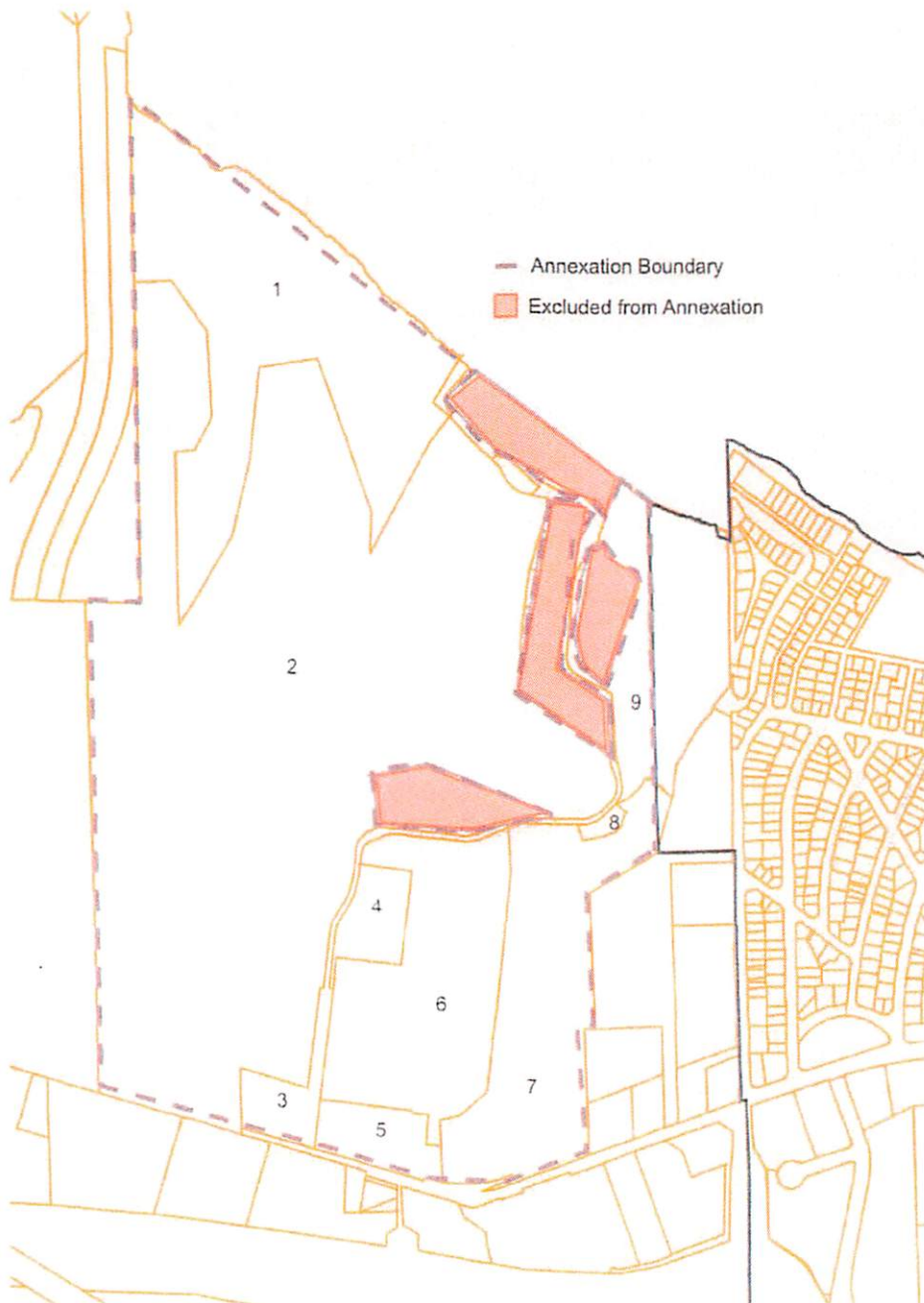
39-00827.000

39-00859.000

39-00864.000

39-00864.001

ATTACHMENT B



RESOLUTION NO 2021-13

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

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

Mr. Hahn
Mr. Enderle
Ms. Schlessman

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted: August 9, 2021

CERTIFICATE

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

Matthew Dewey
Matthew Dewey, Fiscal Officer
Huron Township

ORDINANCE NO. 2022-37

Introduced by Sam Artino

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

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

WHEREAS, the bid of the City of Huron was accepted in the amount of One Hundred Seventy-Four Thousand Five Hundred and 00/100 Dollars (\$174,500.00) on July 5, 2022.

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

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to authorize a purchase agreement with the Estate of Charles F. Ross, III for the purchase of property located at 624/729 Berlin Road, Huron, OH; Parcel Numbers 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000 in the amount of One Hundred Seventy-Four Thousand Five Hundred and 00/100 (\$174,500.00). A copy of said Purchase Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

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

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that the orderly development of property within the City will be adversely affected in the event of delay in the effective date of this Ordinance; **WHEREFORE** this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

ORDINANCE NO. 2022-37

Introduced by Sam Artino

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

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

WHEREAS, the bid of the City of Huron was accepted in the amount of One Hundred Seventy-Four Thousand Five Hundred and 00/100 Dollars (\$174,500.00) on July 5, 2022.

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

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to authorize a purchase agreement with the Estate of Charles F. Ross, III for the purchase of property located at 624/729 Berlin Road, Huron, OH; Parcel Numbers 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000 in the amount of One Hundred Seventy-Four Thousand Five Hundred and 00/100 (\$174,500.00). A copy of said Purchase Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

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

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that the orderly development of property within the City will be adversely affected in the event of delay in the effective date of this Ordinance; **WHEREFORE** this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

FIRST AMENDMENT
TO
ANNEXATION AGREEMENT

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

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

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

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

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

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

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

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

[Balance of Page Intentionally Left Blank]

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

CITY:

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____

STATE OF OHIO)

) SS

COUNTY OF ERIE)

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

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

TERRI S. WELKENER
Notary Public



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

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

STATE OF OHIO)
COUNTY OF ERIE) SS

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

Johnny Boos
Notary Public

My Commission Expires:
September 17, 2023

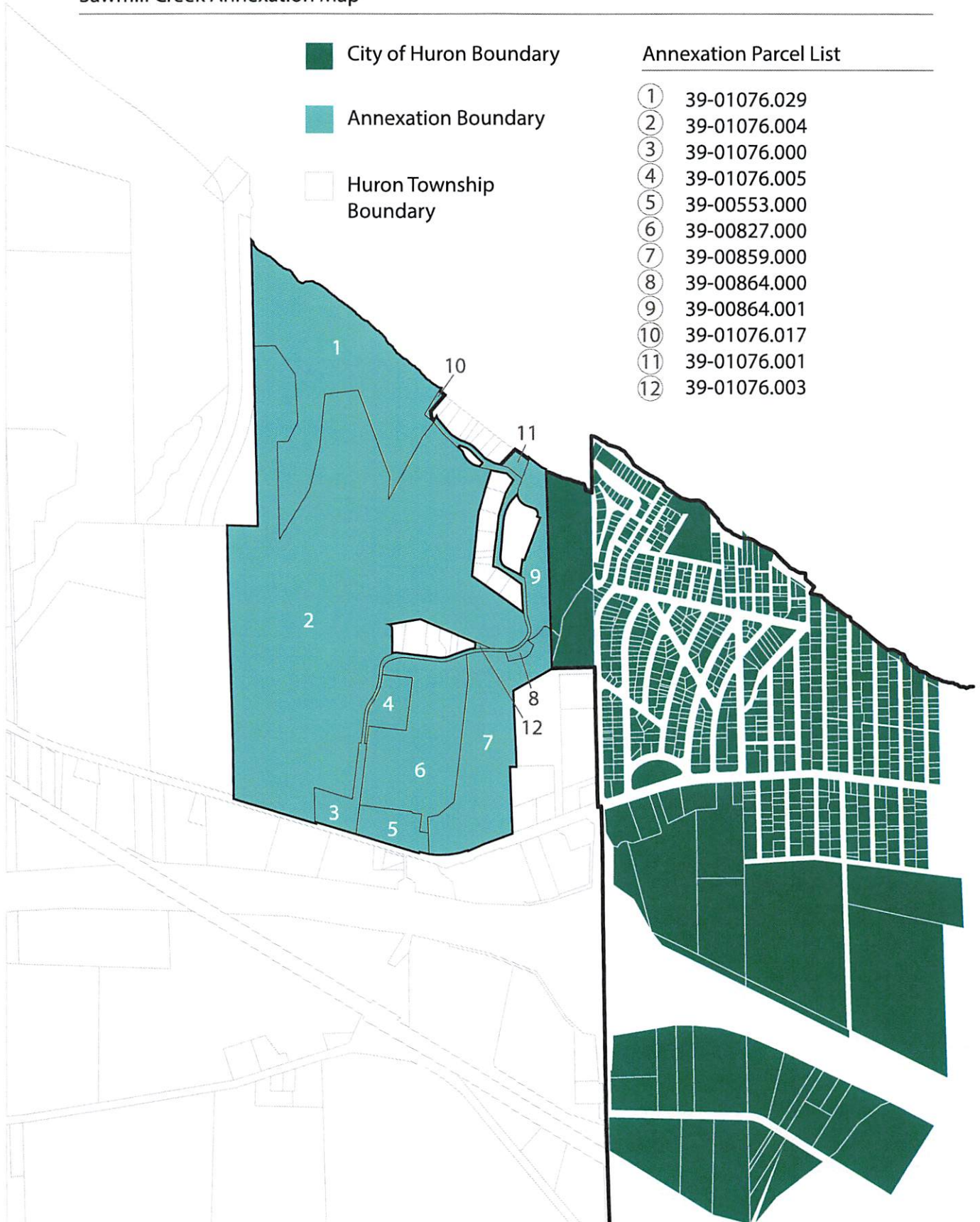
Approved as to form:

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

**ATTACHMENT A
ANNEXATION PARCEL MAP**

(Attached)

Sawmill Creek Annexation Map



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

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

SAWMILL CREEK LLC

By: 
Authorized Representative

Date: 7.21.22