



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, February 25, 2025 @ 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. Public Hearing

Public Hearing on John D. Farschman, et al.'s Application for Placement of Farmland in an Agricultural District (O.R.C. Section 929.02) relating to 14.8 acres of property identified as Erie County, Ohio PPN: 42-00449.000, located in the City of Huron.

I.a Call to Order

Call to order Public Hearing on the Application of John D. Farschman, et al. for placement of 14.8 Acres of Farmland in an Agricultural District (Erie County, Ohio PPN: 42-00449.000).

I.b Swear in Witnesses

I.c Witness Testimony

I.d Adjourn Public Hearing

II. Call To Order Regular Council Meeting

Moment of Silence followed by the Pledge of Allegiance to the Flag

III. Roll Call of City Council

IV. Approval of Minutes

IV.a Minutes of the February 11, 2025 regular Council meeting.

V. Audience Comments

Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)

VI. Presentation

Presentation by Sue Daugherty (Director) and Amy Bowman-Moore (Fundraising & Resource Coordinator) of Serving Our Seniors to report on their efforts to stimulate the construction of affordable housing for the benefit of older citizens.

VII. Old Business

VII.a Ordinance No. 2025-3 (**third and final reading**) (*submitted by Matt Lasko*)

A resolution repealing and replacing Section 1359.04 (Fees) of Chapter 1369 (Transient Rental Property) of the Huron Codified Ordinances.

VIII. New Business

VIII.a Resolution No. 19-2025 (*submitted by Doug Steinwart*)

A resolution authorizing a grant application to Wightman-Wieber Foundation relating to the inaugural "Kids Learn to Fish Day" in the amount of \$2,500.

VIII.b Resolution No. 20-2025 (*submitted by Matt Lasko*)

A resolution ratifying a Memorandum of Agreement by and among the City of Huron, Charles E. Harris & Associates and the Ohio Auditor of State for provision of professional services relating to audit of the City's financial statements for fiscal years 2022 through 2026 in the total amount of \$136,875.

VIII.c Resolution No. 21-2025 (*submitted by Todd Schrader*)

A resolution approving John D. Farschman, et al.'s Application for Placement of Farmland in an Agricultural District (O.R.C. Section 929.02) relating to 14.8 acres of property identified as Erie County, Ohio PPN: 42-00449.000, located in the City of Huron.

VIII.d Ordinance No. 2025-5 (*submitted by Matt Lasko*)

An ordinance authorizing a Purchase Agreement between the City of Huron and Triban Investment LLC for the sale of real property owned by the City located on River Road (Erie County, Ohio PPNs: 42-01718.000, 42-01721.000 and 42-01722.000) in the amount of \$700,000.

IX. City Manager's Discussion

X. Mayor's Discussion

XI. For the Good of the Order

XII. Executive Session(s)

XIII. Adjournment



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Call to Order
DATE: February 25, 2025

Recommendation

[1-28-25 CAUV Application John Farschman.pdf](#)



**APPLICATION FOR PLACEMENT OF
FARMLAND IN AN AGRICULTURAL DISTRICT
(O.R.C. Section 929.02)**

(See page 4 for General Information regarding this Application)

New Application _____
Renewal Application _____

INSTRUCTIONS FOR COMPLETING APPLICATION

Print or type all entries.

- List description of land as shown on the most recent tax statement or statements. Show total number of acres.
- Describe location of property by roads, etc., and taxing district where located.
- State whether any portion of land lies within a municipal corporation.
Note: See "Where to File" on page 4 to be sure that a copy of this Application is also filed with the Clerk of the municipal legislative body as well as the County Auditor.
- A renewal application must be submitted after the first Monday in January and prior to the first Monday in March of the year in which the agricultural district terminates for the land to be continued in this program.
- If the acreage totals 10 acres or more, do not complete Part D.
- If the acreage totals less than 10 acres, complete either D (1) or (2).
- Do not complete page 3. This space to be completed by the County Auditor and/or Clerk of the municipal legislative body.

A. **Owner's Name:** FARSCHMAN JOHN D ETAL

Owner's Address: 3004 SCHEID RD
HURON, OH 44839

Owner's Email (optional):¹

Description of Land as Shown on Property Tax Statement:

Location of Property:
Street or Road-
County- ERIE

TAX DISTRICT(S)	PARCEL NUMBER(S)	# of Acres
42-HURON CITY	42-00449.000	14.8000
41-HURON TOWNSHIP - PERKINS LSD	41-00100.000	40.2500
Total Number of Acres		55.0500

B. Does any of the land lie within a municipal corporation limit or subject to pending annexation?

Yes ☒ No ☐

If YES, REMEMBER a copy of this application must be submitted to the Clerk of the municipal legislative body.

RECEIVED
2025 JAN 23 PM 2:17
ERIE COUNTY AUDITOR

Yes X No

If NO, complete the following showing how the land was used the past three years:

	<u>ACRES</u>		
	LAST YEAR	TWO YEARS AGO	THREE YEARS AGO
Cropland			
Permanent Pasture used for animal husbandry			
Woodland devoted to commercial timber and nursery stock			
Land Retirement or Conservation Program pursuant to an agreement with a federal agency			
Building areas devoted to agricultural production			
Roads, building areas, and all other areas not used for agricultural production			
Total Acres			

D. Does the land for which the application is being made total 10 acres or more devoted exclusively to agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with an agency of the federal government?

Yes X No

If NO, complete the following:

1. Attach evidence of the gross income for each of the past 3 years, if the average yearly income from agricultural production was at least twenty-five hundred (\$2,500.00) dollars or more, or
2. If the owner anticipates that the land will produce an annual gross income of twenty-five hundred (\$2,500.00) dollars or more, evidence must be attached showing the anticipated gross income.

Authorization and Declaration

By signing this application, I authorize the county auditor or his duly appointed agent to inspect the property described above to verify the accuracy of this application. I declare this application (including accompanying exhibits) has been examined by me and to the best of my knowledge and belief is a true, accurate and correct application. I understand that land removed from this program before the 5-year enrollment period is subject to penalty, in accordance with Section 929.02(D) of the Ohio Revised Code.

Signature of Owner:

Date: 1-23-2025

DO NOT COMPLETE FOR OFFICIAL USE ONLY

CAUV Application No. _____

Action of County Auditor

Application Approved _____ Rejected _____ *

Date Application Filed with County Auditor _____

Date Filed (if required) with Clerk of Municipal Corporation _____

County Auditor's Signature _____ Date _____

Date Decision Mailed and Emailed¹ to Applicant _____

Email Address ¹ _____

OR

Date Decision Sent Certified Mail to Applicant _____

Certified Mail No. _____

Action of Legislative Body of Municipal Corporation

Application Approved _____ Approved with Modifications _____ * Rejected _____ *

Date Application Filed with Clerk _____

Date of Public Hearing _____

Date of Legislative Action _____

Clerk's Signature _____ Date _____

Date Decision Mailed and Emailed¹ to Applicant _____

Email Address ¹ _____

OR

Date Decision Sent Certified Mail to Applicant _____

Certified Mail No. _____

* IF MODIFIED OR REJECTED, ATTACH SPECIFIC REASONS FOR MODIFICATION OR REJECTION

¹ Enter the "internet identifier record" typically know as an electronic mail address, or any other designation used for self-identification or routing in internet communication or posting, provided for the purpose of receiving communication.

INFORMATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT

A. WHO MAY FILE?

Any owner of land used for agricultural production may file an application to have the land placed in an agricultural district.

B. WHERE TO FILE

The completed application must be filed with the auditor of the county where the land is located. The applicant will be notified of action taken by the county auditor within 30 days of the filing of the application if the land is not within a municipal corporation or an annexation petition has not been filed. If the land for which an application has been made lies within a municipal corporation limit or if an annexation petition that includes the land has been filed with the Board of County Commissioners under Section 709.02 of the Ohio Revised Code, a copy of the application must also be filed with the Clerk of the legislative body of the municipal corporation. The legislative body is required to conduct a public hearing on the application within 30 days after the application has been filed with the Clerk. Within 30 days of the hearing, the legislative body may approve the application, modify and approve the application as modified, or reject the application.

C. WHEN TO FILE AND RENEWAL

The original application may be filed at any time for placement of land in an agricultural district for a five-year period. If at the end of five years, the owner decides to keep some or all of his or her land in a district, he or she shall submit a renewal application and must meet the same land requirements and use the same application process as the original application. The renewal application may be filed at any time after the first Monday in January and prior to the first Monday in March of the year during which an agricultural district terminates, for a period of time ending on the first Monday in April of the fifth year following the renewal application.

D. WHAT IS "LAND USED FOR AGRICULTURAL PRODUCTION?"

In accordance with Section 929.01(A) of the Revised Code, land is devoted to "agricultural production" when it is used for commercial aquaculture, apiculture, animal husbandry, poultry husbandry; the production for a commercial purpose of field crops, tobacco, fruits, vegetables, timber, nursery stock, ornamental shrubs, ornamental trees; flowers or sod; the growth of timber for a noncommercial purpose if the land on which the timber is grown is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use; or any combination of such husbandry, production, or growth; and includes the processing, drying, storage and marketing of agricultural products when those activities are conducted in conjunction with such husbandry, production, or growth.

"Agricultural production" includes conservation practices provided that the tracts, lots, or parcels of the land or portions thereof that are used for conservation practices comprise not more than twenty-five percent of tracts, lots, or parcels of land that are otherwise devoted exclusively to agricultural use and for which an application is filed.

"Conservation practices" are practices used to abate soil erosion as required in the management of the farming operation, and include, but are not limited to, the installation, construction, development, planting, or use of grass waterways, terraces, diversions, filter strips, field borders, windbreaks, riparian buffers, wetlands, ponds, and cover crops for that purpose.

E. WHAT DOES "TRACTS, LOTS, OR PARCELS OF LAND" MEAN?

Tracts, lots, or parcels mean distinct portions of pieces of land (not necessarily contiguous) where the title is held by one owner, as listed on the tax list and duplicate of the county, is in agricultural production and conforms with the requirements of either D1, D2, or D3 below.

F. ARE THERE ANY OTHER REQUIREMENTS?

1. The land for which the application is made must have been used exclusively for agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with a federal agency for the three consecutive calendar years prior to the year in which application is made. Evidence must be shown on the application. If the land contains timber which is not being grown for commercial purposes the land on which the timber is growing must be contiguous to or part of a parcel under common ownership that is otherwise devoted exclusively to agricultural use.
2. If the total amount of land for which application is made is less than 10 acres, there is an additional requirement that the applicant submit evidence with his application that the activities conducted on the land have produced an average yearly gross income of at least twenty-five hundred dollars over the three years immediately preceding the year in which application is made or that the land will produce an anticipated annual gross income of that amount.
3. Evidence of annual gross income may be satisfied by attaching to the application form a short statement stating the number of animals by species and anticipated market value, number of acres of crops to be grown, their expected yield and price per bushel or similar specific information.

G. IS THERE A PENALTY FOR EARLY WITHDRAWAL?

Land removed from this program before the 5-year enrollment period is subject to penalty, per Section 929.02(D) of the Ohio Revised Code. See County Auditor's Office for details on how the amount of the withdrawal penalty is determined.

H. APPEAL OF APPLICATION

The applicant may appeal the denial of the application to the court of common pleas of the county in which the application was filed within thirty days of the receipt of the notice denying the application. When the land lies within a municipality the applicant may also appeal a decision to modify or reject an application to the court of common pleas of the county in which the application was filed within thirty days of the receipt of the notice of modification or rejection. In addition, the applicant may withdraw an application modified by a legislative body if he or she disapproves of the modifications.

THE CITY OF HURON, OHIO
Proceedings of the Huron City Council
Regular Meeting Tuesday, February 11, 2025 at 6:30pm

Call to Order

The Mayor called to order the regular Council meeting of February 11, 2025 to order at 6:30pm. The Mayor called for a moment of silence. After the moment of silence, the Mayor led in saying the Pledge of Allegiance to the Flag.

Roll Call

The Mayor directed the Clerk to call the roll for the regular meeting of Council. The following members of Council answered present: William Biddlecombe, Sam Artino, Mark Claus, Monty Tapp, Joe Dike and Joel Hagy.

Motion by Mr. Claus to excuse Mr. Grieves' absence from the meeting. The Mayor asked if there were any questions on the motion. There being none, the Mayor directed the Clerk to call the roll on the motion. Members of Council voted as follows:

YEAS: Claus, Tapp, Dike, Hagy, Biddlecombe, Artino (6)
NAYS: None (0)

There being a majority in favor, the motion passed and Mr. Grieves' absence was excused.

Staff in attendance: City Manager Matt Lasko, Law Director Todd Schrader, Service Director Stuart Hamilton, Police Chief Terry Graham, Parks & Recreation Operations Manager Doug Steinwart and Terri Welkener, Clerk of Council.

Approval of Minutes

Motion by Mr. Dike to approve the minutes of the Council work session and regular meeting of January 28, 2025.

The Mayor asked if there were any questions. There being none, the Mayor directed the Clerk to call the roll on the motion. Members of Council voted as follows:

YEAS: Hagy, Biddlecombe, Artino, Claus, Tapp (5)
ABSTAIN: Dike (1)
NAYS: None (0)

There being a majority in favor, the motion passed.

Audience Comments

The Mayor directed members of the audience having comments to approach the podium, state their name and address Council, and advised that they would have 3 minutes to make their comments.

None.

Old Business

Ordinance No. 2025-3 (second reading)

Motion by Mr. Artino that Ordinance No. 2025-3 (AN ORDINANCE REPEALING AND REPLACING SECTION 1369.04 (FEES) OF CHAPTER 1369 (TRANSIENT RENTAL PROPERTY) OF THE HURON CODIFIED ORDINANCES) be placed on its second reading.

The Mayor asked if there were any questions on the motion. There being none, the Mayor directed the Clerk to call the roll on the motion. Members of Council voted as follows:

YEAS: Hagy, Biddlecombe, Artino, Claus, Tapp, Dike (6)

NAYS: None (0)

There being a majority in favor, the motion passed, and Ordinance No. 2025-3 was placed upon its second reading. The Law Director read the Ordinance by its title only.

Mr. Lasko explained that they are simply codifying the annual transient rental registration fee and reinspection fee, which are, respectively, \$400 and \$50. These dollar amounts have not changed compared to prior years; they are just codifying them. Based on recommendations from some Council members, they will work toward a singular zoning fee schedule similar to what they have for their building fees. They wanted to at least codify the existing transient rental fee in the interim.

The Mayor asked if there were further questions. There were none.

New Business

Ordinance No. 2025-4

Motion by Mr. Hagy that Ordinance No. 2025-4 (AN ORDINANCE AMENDING ORDINANCE NO. 2024-58, ADOPTED ON DECEMBER 18, 2024, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES) be placed on its first reading.

The Mayor asked if there were any questions on the motion. There being none, the Mayor directed the Clerk to call the roll on the motion. Members of Council voted as follows:

YEAS: Hagy, Biddlecombe, Artino, Claus, Tapp, Dike (6)

NAYS: None (0)

There being a majority in favor, the motion passed, and Ordinance No. 2025-4 was placed upon its first reading. The Law Director read the Ordinance by its title only.

Mr. Lasko stated that they are doing two things in this appropriations ordinance:

- (1) Because they are without a Finance Director, that salary held in multiple funds under Personnel Services is being moved into Other Expenses, which can help them pay for their two contracted individuals helping in the Finance Department. They are moving approximately \$21,000-\$22,000. There is zero impact on the overall budget.

- (2) They are increasing the appropriation in the health care plan under Personal Services of \$100,000. This is due to several HRA claims that were in the budget that came in after the first of the year (claims dated in 2024). They must appropriate for those HRA claims to close out 2024. There are sufficient dollars in the Healthcare Account to increase that appropriation. This will close out the HRA entirely, as they have now moved to an HSA. The HSA is much more predictable. With the HRA they never knew how much they were going to spend, while the HSA is predictable from a budgetary standpoint. The HSAs were frontloaded for employees in 2025.

The Mayor asked if there were further questions. There being none, the Mayor directed the Clerk to call the roll on final adoption of Ordinance No. 2025-4. Members of Council voted as follows:

YEAS: Hagy, Biddlecombe, Artino, Claus, Tapp, Dike (6)
NAYS: None (0)

There being more than a majority in favor of adoption, Ordinance No. 2025-4 was adopted. The Ordinance as adopted was signed by the Mayor and Clerk of Council and will take effect immediately.

Resolution No. 17-2025

Motion by Mr. Artino that the three-reading rule be waived and Resolution 17-2025 (A RESOLUTION DELINEATING AN OVERLAY IN RELATION TO THE PROPOSED CONAGRA INCENTIVE DISTRICT WITHIN THE CITY OF HURON, OHIO; AND ADOPTING A WRITTEN ECONOMIC DEVELOPMENT PLAN AS TO THE SAME; SETTING THE TIME AND PLACE OF A PUBLIC HEARING AND APPROVING RELATED MATTERS) be placed on its first reading.

The Mayor asked if there were any questions on the motion. There being none, the Mayor directed the Clerk to call the roll on the motion. Members of Council voted as follows:

YEAS: Artino, Claus, Tapp, Dike, Hagy, Biddlecombe (6)
NAYS: None (0)

There being five or more votes in favor, the motion passed, and Resolution No. 17-2025 was placed upon its first reading. The Law Director read the Resolution by its title only.

Mr. Lasko explained that this is one of a series of TIF legislation that will come before Council leading up to the actual TIF ordinance. They are anticipating adoption of that ordinance sometime in late spring/early summer. In 2024, Council eliminated the existing TIF because it did not allow for "for sale" residential housing. They are now starting the process to create the new TIF to allow for "for sale" residential housing. This legislation will do three things.

- (1) Create an incentive district TIF, which is the type of TIF you must do for "for sale" housing. It creates an overlay (a square or rectangle over the parcel) which fully encapsulates the City's 10-11 acres on ConAgra;
- (2) Per the Ohio Revised Code, the City must adopt an Economic Development Plan related to the parcel. This Plan is pretty basic and talks about the project in general in terms of what it is going to produce from a construction standpoint and why that is a benefit to the community.

- (3) There is an Engineer's Certification stating that there is an unequivocal need for improvements to public infrastructure on the site, as well.

If approved, this will allow the City to move forward to a series of public notifications and a public hearing prior to a TIF ordinance coming in late spring/early summer.

Mr. Hagy asked if the TIF doesn't get approved. Mr. Lasko answered that all of this is at the discretion of Council moving forward. There is no third party or other legislative body that could say that this TIF can't move forward. Barring Council not wanting it to move forward, it will. The folks that get notified of the hearing (other than the public itself) are the owners, which is the City. The City will serve notice to itself that the parcel is going to be placed in a TIF. The only way this TIF doesn't proceed is if Council does want it to. Mr. Hagy wanted to know if everything stops if the TIF isn't passed by Council. Mr. Lasko answered that if the City does not fix the sea wall and make the investment, the developer will not make their investment – the project would be dead on arrival.

The Mayor asked if there were further questions. There being none, the Mayor directed the Clerk to call the roll on final adoption. Members of Council voted as follows:

YEAS: Artino, Claus, Tapp, Dike, Hagy, Biddlecombe (6)
NAYS: None (0)

There being a majority in favor, Resolution No. 17-2025 was adopted. The Resolution as adopted was signed by the Mayor and Clerk of Council and will take effect immediately.

Motion

Motion by Mr. Artino to set a Public Hearing on Council's formal adoption of the proposed Incentive District TIF Ordinance for Tuesday, April 8, 2025, at 6:30pm immediately preceding the regular Council meeting.

The Mayor asked if there were any questions on the motion. There being none, the Mayor directed the Clerk to call the roll on the motion. Members of Council voted as follows:

YEAS: Artino, Claus, Tapp, Dike, Hagy, Biddlecombe (6)
NAYS: None (0)

There being a majority in favor, the motion passed the Public Hearing was set for April 8, 2025 at 6:30pm.

Resolution No. 18-2025

Motion by Mr. Biddlecombe that the three-reading rule be waived and Resolution No. 18-2025 (A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) RELATING TO THE SOUTH MAIN STREET STREETScape PROJECT IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND AND XX/100 DOLLARS (\$500,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND AND XX/100 DOLLARS (\$500,000.00), SHOULD THE APPLICATION BE SUCCESSFUL) be placed on its first reading.

The Mayor asked if there were any questions on the motion. There being none, the Mayor directed the Clerk to call the roll on the motion. Members of Council voted as follows:

YEAS: Biddlecombe, Artino, Claus, Tapp, Dike, Hagy (6)
NAYS: None (0)

There being five or more votes in favor, the motion passed, and Resolution No. 18-2025 was placed upon its first reading. The Law Director read the Resolution by its title only.

Mr. Hamilton explained that they are trying to find more money to try and fund some of these projects. This is a new HSIP grant program. The maximum you can apply for is \$500,000, so that is what they are going to try for. In general terms, they would be able to use this money, if granted, for crosswalks, multi-use pathways – anything that improves the safety of people walking and transporting on the roads. He believes the application due on March 31, 2025.

Mayor Tapp asked where they are on the sidewalks for Cleveland Road. Mr. Hamilton answered that they are still waiting on ODOT on that project, which is also the case for the crosswalks on Route 13. Both of them are stuck at ODOT's Central Office. They have all the plans designed and the projects are ready to go as soon as they are released to go out to bid.

The Mayor asked if there were further questions. There being none, the Mayor directed the Clerk to call the roll on final adoption. Members of Council voted as follows:

YEAS: Biddlecombe, Artino, Claus, Tapp, Dike, Hagy (6)
NAYS: None (0)

There being a majority in favor, Resolution No. 18-2025 was adopted. The Resolution as adopted was signed by the Mayor and Clerk of Council and will take effect immediately.

City Manager's Discussion

The City Manager spoke on several topics:

ConAgra – As of Friday, February 7th, the Purchase Agreement has been signed by both parties and has been sent over to Hartung Title for escrow and closing. The due diligence period has officially commenced for the development team.

Berlin Road Park – At the last meeting, Council decided on the name for the green space to serve as an acknowledgment to the family responsible for developing the lake on site. Doug and his team are moving forward with ordering the signage so that it can be installed sometime in the spring/early summer.

Pier Renovations – The Army Corps of Engineers was awarded about \$10 million a year to two ago to do significant reconstruction of the west pier heading out to the lighthouse. They received communication today that they are anticipating their work period to be from early July through late November 2025. There are going to be a lot of logistics involved, including closures and staging. They will make sure between public service and Parks & Rec that they are keeping the public and Council aware of how that is

going to impact folks on the north end. These will be pretty significant (and needed) resources, but there are definitely going to be some growing pains as they work down there. Mr. Steinwart added that they have been proactively trying to reach out to stay in communication with them. They are waiting on a contractor before they can meet with them to find out about access. Their concern relates to access and staging areas. They will be installing sheet piling from the base of the Showboat property to the first bend near the block house. They will be placing the new sheet piling in front of the existing sheet piling. They will be working from both the water and land.

Lake Erie Scenic Vista Designations – Huron has been awarded three Lake Erie Scenic Vista locations through the Ohio Coastal Management Program (ODNR). This includes Lake Front Park, Rotary Centennial Park and the lighthouse pier. Signs will be hung with a QR code explaining what the ODNR Lake Erie Scenic Vista is all about and their locations along Lake Erie. The goal of the program is to identify through a list of standardized criteria, locations that exhibit outstanding qualities ideal for Lake Erie scenic views.

Ohio Clean Marinas Gold Level Certification – The Huron Boat Basin Marina has earned gold level certification status by Ohio Clean Marinas. This award acknowledges our team's efforts in ensuring we uphold some of the highest standards for sustainable marina management, boater education and employee training. The Ohio Clean Marinas Program was established in 2004 as a proactive partnership between ODNR and the Ohio Sea Grant College Program to provide a cleaner, safer boating experience for residents and visitors alike. By achieving the gold level certification, our staff has demonstrated our dedication to protecting Lake Erie and its surrounding environment. I would like to thank Bryan Edwards for his efforts in this certification and commitment to environmental stewardship. Thank you to Doug Steinwart, as well, for all his leadership shown with Bryan and before Bryan.

Income Tax Receipts – Although there is still a lot of work ahead, but through the end of January 2025, income tax receipts were 24% higher compared to last year (6% over budget). I want to caution that we don't really know we are going to land, nor can we anticipate where we are going to be, until about June or July. Although this is good start to the year, this is just because of 4th quarter net profits from several of our businesses. He doesn't know that he would anticipate this continuing, but it is at least a good start to the year. We have a lot of other challenges, both capital and operating, and they are going to continue to monitor.

January Finance Report – There is a link in the Manager's Report to the January Financial Report, if anyone is interested. If there are any questions, please reach out.

Huron Public Power Rate Study – The rate study has been progressing for several months. With the increasing cost of maintenance and additional debt with the installation of a third transformer, a rate increase is required. This did go before the Utilities Committee on February 5th for consideration and the committee gave staff direction to return with a final draft for review prior to coming to Council.

Huron Public Power Expansion – They started the first expansion of HPP to get under the railroad tracks. Unfortunately, the contractor has run into an issue with a main federal fiber line that runs under the tracks. After weeks of searching for this line, they know is there, they have been unable to locate it. Without being able to find it, they are not allowed to bore. They have to wait until that fiber line is located. Mr. Hamilton advised that they have reached out to Norfolk Southern to see if they will let them move their bore path 50' to the east to the one place they know where the fiber line is. At that location, they

can go underneath it. They are waiting on Norfolk Southern's verbal blessing so they can get the contractor going. They don't want to have to go through and resubmit plans and go through the whole process again. They are hopeful on that one.

Upcoming Meetings – Planning Commission on Wednesday, February 19th at 5pm in Council Chambers; Records Commission on Thursday, February 20th at 9am in the Council Chambers; City Council Work Session on Tuesday, February 25th at 5:30pm in the Council Chambers; City Council meeting on Tuesday, February 25th at 6:30pm in the Council Chambers.

REMINDER: City administrative officers will be closed on Monday, February 17th in observance of President's Day.

Mr. Biddlecombe brought up a Talk of Huron post relating to concerns on Mill Street with safety. Now that there is a lot of extra traffic when the Gathering Grounds line goes out into the street, and if there are cars parked in front of the Post Office, it creates a head-on situation at times. Many of the people who were commenting on this think there should be no parking there in front of the Post Office (north side of Main Street west of the outlet), while there are others who don't like the idea of losing parking spaces. He suggested that we keep an eye on that situation and maybe the Safety Committee could evaluate that. There were a lot of people in agreement that it is a safety issue. Mr. Lasko said they can keep an eye on it. If they think it is warranted or if they hear more from the community, they could start at the Safety Committee. They will do some investigation on their own. Chief Graham commented that he has heard no complaints, nor have there been any crashes at that location.

Mr. Hagy asked for an update on the possibility of allowing granny flats. Mr. Lasko answered that this just came up today – SSEG has put together some preliminary information pulled from other communities. The next step would be to set another work session to digest and sift through the information. They will make sure to send that out to Council in advance – they would like Council to have time to read it in advance. Because there is already a work session scheduled for the next meeting, it would have to be in March. Mr. Schrader said there were 3 or 4 municipalities throughout the state (Cincinnati is one of them) where they have done a lot. It is already on the books.

Mayor's Discussion

Mayor Tapp said:

Congratulations to Mr. Steinwart and Parks & Rec on the Lake Erie Scenic Vista designation and the Clean Marina Designation. It is going to be a busy summer with ConAgra and River Road. He wants to say thanks to Council – you guys are there for everybody and get the word out on what we're doing, why we're doing it and how we're doing it. He is seeing things online that the City is getting blamed for when the City has no say on. If someone has questions, just reach out and ask a Council member. If we don't know the answer, we will find out for you. We will hold some executive meetings this evening.

For the Good of the Order

Sam Artino – I agree. Thanks, Doug to you and your whole crew. I think if you talk to anybody that comes here to visit, that is one of the first things they talk about. It is definitely a jewel for the City.

Mark Claus – Congratulations to Bryan and Doug and his team. Parks & Rec has always been a big jewel for us. We appreciate all of the efforts, and keep it up.

Joe Dike – Congratulations on all of your efforts and thank you.

Joel Hagy – I just wanted to say congratulations, Doug, to you and your team, and it sounds like Bryan, especially. This is certainly not the first third-party accolade for the work you guys do. That is really spectacular, and we all appreciate it.

William Biddlecombe – Thanks, staff for all of your hard work. I would also like to congratulate the Boat Basin on their clean marina certification. I would also like to congratulate the Huron Yacht, who was also awarded their recertification for a clean marina. Huron Lagoons and Holiday Harbor were also awarded their certifications back in September. That bodes very well for everyone along the river.

The next School Board meeting will be held on Monday, February 24th at 6pm. There is a Dine-to-Donate that benefits the Huron Student Council this Saturday, February 15th, from 11am to 4pm at Costa Azul.

I would like to congratulate Rylie Towns, Leah Cozzens, Beren Dennis, Scott Allen, Nick Rager, Izaiah Polak, Carter Schlessman, TJ Murray, Parker Bertke and Jason Lenczyk, who all qualified to advance at the District Swim Meet that is coming up.

There are no home games, but the tournaments are going to be announced soon. Please come out and support our local events, programs and student athletes, and GO TIGERS!

Executive Session

Motion by Mr. Claus to enter into three separate executive sessions:

- (1) To consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete or unfit-for-use property, and to invite Mr. Lasko, Mr. Schrader and Mr. Hamilton.
- (2) To consider confidential information relating to marketing plans, business strategies, production techniques, trade secrets, personal financial statements for applications for economic development assistance, and to invite Mr. Lasko, Mr. Schrader and Mr. Hamilton.
- (3) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, and to invite Mr. Schrader.

The Mayor asked if there were any questions on the motion. There being none, the Mayor directed the Clerk to call the roll on the motion. Members of Council voted as follows:

YEAS: Claus, Tapp, Dike, Hagy, Biddlecombe, Artino (6)
NAYS: None (0)

There being five or more votes in favor, the motion passed, and Council moved into executive session at 7:00pm.

Return to Regular Session

Council returned to regular session at 7:33pm.

Adjournment

Motion by Mr. Biddlecombe to adjourn the regular meeting of Council.

The Mayor asked if there were any questions on the motion. There being none, the Mayor directed the Clerk to call the roll on the motion. Members of Council voted as follows:

YEAS: Biddlecombe, Artino, Claus, Tapp, Dike, Hagy (6)

NAYS: None (0)

There being a majority in favor of the motion, the regular Council meeting of February 11, 2025, was adjourned at 7:33pm.

Terri S. Welkener, Clerk of Council

Adopted: _____



TO: Mayor Tapp and City Council
FROM: Terri Welkener , Clerk of Council
RE: Ordinance No. 2025-3 (**third and final reading**) (*submitted by Matt Lasko*)
DATE: February 25, 2025

Subject Matter/Background

AS SUBMITTED BY CHRISTINE GIBBONEY, PLANNING & ZONING MANAGER:

Current language within Chapter 1369 Transient Rental Property relative to fees:

1369.04 FEES.

All fees set forth in this Chapter shall be approved and adopted by City Council in accordance with Article III of the City's Charter and the Codified Ordinances. The effective date of any changes to such fees shall be in accordance with Section 3.06 of the Charter unless a different date is set forth in the adopting Ordinance.

(Ord. 2021-7. Passed 3-23-21.)

On 3-20-2020, during a regular meeting, City Council established the fees by motion/vote: \$400 per year, per unit, fee which includes one reinspection, with additional re-inspections charged at \$50 each.

To have these fees codified, the following amendment is proposed:

1369.04 FEES.

Fees are hereby established as follows:

\$400 per year, per unit, shall include one (1) re-inspection. The fee for additional re-inspections shall be \$50.00 per inspection.

Previous versions of 1369.04 included language about annual reviews by City Council and the Finance Committee; suggesting that they consider changes in mid-January each year.

For the purpose of processing, staff would recommend future changes to be made prior to year-end, with an effective date of the first of the year in order for staff to revise all applications and notifications and be prepared to implement the change as applications are receipted for those certificates expiring in January. There have been no changes made to this legislation since its first reading on January 28, 2025.

Financial Review

There is no financial impact relating to this legislation. This ordinance simply codified the existing annual registration fee of \$400.

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 placing Ordinance No. 2025-3 on its third and final reading is in order.

[Ordinance No. 2025-3 Section 1369.04 Fees Setting Transient Rental Fee at \\$400.00 \(1\).docx](#)

ORDINANCE NO. 2025-3
Introduced by Joel Hagy

AN ORDINANCE REPEALING AND REPLACING SECTION 1369.04 (FEES) OF CHAPTER 1369 (TRANSIENT RENTAL PROPERTY) OF THE HURON CODIFIED ORDINANCES.

WHEREAS, this Council hereby determined the changes and amendments set forth within this Ordinance are in the best interest of the City of Huron and its citizens.

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

SECTION 1. That Section 1369.04 (Fees) of Chapter 1369 (Transient Rental Property) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows,

1369.04 FEES.

All fees set forth in this Chapter shall be approved and adopted by City Council in accordance with Article III of the City's Charter and the Codified Ordinances. The effective date of any changes to such fees shall be in accordance with Section [3.06](#) of the Charter unless a different date is set forth in the adopting Ordinance.

(Ord. 2021-7. Passed 3-23-21.)

shall be and hereby is repealed in its entirety.

SECTION 2. That a new revised and restated Section 1369.04 (Fees) of Chapter 1369 (Transient Rental Property) of the Codified Ordinances of the City of Huron, Ohio, shall be amended to read as follows,

1369.04 FEES.

Fees are hereby established as follows:

\$400.00 per year, per unit, and shall include one (1) re-inspection. The fee for additional re-inspections shall be \$50.00 per inspection.

(Ord. 2025-3. Passed _____.)

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

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

SECTION 4. In accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Resolution No. 19-2025 (*submitted by Doug Steinwart*)
DATE: February 25, 2025

Subject Matter/Background

Summary

The City of Huron Parks & Recreation Department seeks funding from the Wightman/Wieber Foundation to support its inaugural "Kids Learn to Fish Day" scheduled for Tuesday, August 12, 2025, at the new Dancing Waters Pond Park located on Berlin Road. This event will provide 30-40 children with an engaging, hands-on fishing experience while also offering an educational component about fishing techniques, water safety and conservation. Each participating child will receive a free fishing rod to encourage ongoing participating in outdoor activities. Additionally, a light lunch will be provided to attendees.

To facilitate the event, the Parks & Rec Department seeks funding to cover the costs of renting a tent, tables and chairs for approximately 100 people, ensuring a comfortable and safe environment for participants and their families (\$750), purchase of 30-40 fishing rods at approximately \$25 each (\$1,000), and a light lunch (\$750).

Community Benefit

This event will primarily benefit children and families in Erie County, particularly those who may not otherwise have access to fishing equipment or the knowledge needed to enjoy this outdoor activity. Through hands-on learning, children will gain valuable life skills, patience and an appreciation for nature. Additionally, the event will promote family bonding and community engagement.

The Parks & Rec Department is collaborating with local fishing enthusiasts, community volunteers and environmental educators to ensure a high-quality, educational experience. We are proud to partner with Fish Huron, Aqua Doc, the Ohio Department of Natural Resources (ODNR) and other local organizations to provide expert instruction, educational resources and environmental stewardship guidance. These partnerships help enhance the event's impact and also eliminates duplication of services and maximizes available resources.

Additional Funding

If additional funds are needed, the Parks & Rec Department will seek support through local sponsorships, donations and in-kind contributions from area businesses and community organizations. They are also exploring potential partnerships with local fishing and outdoor retailers who may be willing to donate equipment or provide discounts on supplies.

If the grant is awarded, future "Kids Learn to Fish Day" events may be sustained through local fundraising efforts, sponsorships and potential entry fees for expanded programming. If the grant is not awarded, they will explore alternative funding sources, including municipal funds and community donations.

Financial Review

There is no direct financial impact relating to this legislation.

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. 19-2025 is in order.

[Resolution No. 19-2025 Wightman-Wieber Fndn Grant \\$2,500 Learn to Fish \(2\).doc](#)

RESOLUTION NO. 19-2025

Introduced by Joe Dike

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE MICHELLE WIGHTMAN-KARRIE WEBER CHARITABLE FOUNDATION RELATING TO THE INAUGURAL KIDS LEARN TO FISH DAY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND FIVE HUNDRED AND XX/100 DOLLARS (\$2,500.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD IN AN AMOUNT NOT TO EXCEED TWO THOUSAND FIVE HUNDRED AND XX/100 DOLLARS (\$2,500.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron Parks & Recreation Department desires to seek grant funding from the Michelle Wightman-Karrie Wieber Charitable Foundation to help subsidize the inaugural "Kids Learn to Fish Day" scheduled for Tuesday, August 12, 2025 at the new Dancing Waters Pond Park in Huron, Ohio; (referred to as the "Event"); and

WHEREAS, the Event meets basic eligibility requirements for funding as it benefits children and families in Erie County, particularly those who may not otherwise have access to fishing equipment or the knowledge needed to enjoy this outdoor activity; and

WHEREAS, the City of Huron has the authority to apply for financial assistance and to administer the amounts received from the Wightman-Wieber Foundation.

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 hereby authorizes submission of a grant application to the Michelle Wightman-Karrie Wieber Charitable Foundation to become eligible for potential funding assistance relating to the inaugural "Kids Learn to Fish Day" to be held on August 12, 2025 in the City of Huron, Ohio, in an amount not to exceed Two Thousand Five Hundred and xx/100 Dollars (\$2,500.00).

SECTION 2. If grant funds are awarded, the City Manager is further authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Wightman-Wieber Foundation for a grant in the amount not to exceed Two Thousand Five Hundred and xx/100 Dollars (\$2,500.00), and which agreement shall be in substantially the form on file with the Clerk of Council.

SECTION 3. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of 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.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 20-2025 (*submitted by Matt Lasko*)
DATE: February 25, 2025

Subject Matter/Background

Resolution No. 20-2025 seeks Council's ratification of the City Manager's execution of a Memorandum of Agreement dated August 30, 2022 relating to Charles E. Harris' provision of professional services relating to the audit of the City's financial statements for fiscal years 2022 through 2026.

The all-inclusive maximum fixed fee for audit of the financial statements of the City of Huron for each fiscal year are as follows:

2022 - \$26,625

2023 - \$27,000

2024 - \$27,375

2025 - \$27,750

2026 - \$28,125

TOTAL: \$136,875

Financial Review

This expense is split between various operating funds and is correctly budgeted for.

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. 20-2025 is in order.

[Resolution No. 20-2025 Charles E Harris Audit Agreement 5-Yr \\$136,875.doc](#)

[Resolution No. 20-2025 Exh A Charles E Harris Memorandum of Agr.pdf](#)

RESOLUTION NO. 20-2025

Introduced by: Joel Hagy

A RESOLUTION RATIFYING THE CITY MANAGER'S EXECUTION OF A MEMORANDUM OF AGREEMENT BY AND AMONG CHARLES E. HARRIS & ASSOCIATES AND THE OHIO AUDITOR OF STATE FOR PROFESSIONAL FEES AND EXPENSES TO SUPPORT THE TOTAL ALL-INCLUSIVE MAXIMUM FIXED FEE FOR THE AUDIT OF THE FINANCIAL STATEMENTS OF THE CITY OF HURON FOR THE FISCAL PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2026 AT A TOTAL COST OF ONE HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND xx/100 DOLLARS (\$136,875.00).

WHEREAS, the City of Huron has contracted with Charles E. Harris & Associates for professional services related to the audit of the City's financial statements for several years prior to 2020;

WHEREAS, the City of Huron contracted with the Auditor of the State of Ohio (the "Auditor") to conduct the audits of the City's financial statements for the years 2020 and 2021;

WHEREAS, in 2022, the Auditor advised the City of Huron that it would no longer be providing audit services, and the Auditor issued a Request for Proposals on behalf of City on August 15, 2022;

WHEREAS, Charles E. Harris & Associates responded to the Request for Proposals with a formal proposal wherein they indicated their willingness to perform the engagement related to the City of Huron in accordance with the items and conditions set forth in the Request for Proposals;

WHEREAS, the Auditor determined that Charles E. Harris had submitted the proposal most advantageous to the City of Huron and the Auditor;

WHEREAS, the City Manager executed a Memorandum of Agreement dated August 30, 2022 by and among the City, Charles E. Harris & Associates and the Auditor for the provision of professional services for the fiscal years 2022 through 2026, at a total cost of One Hundred Thirty-Six Thousand Eight Hundred Seventy-Five and xx/100 Dollars (\$136,875.00);

WHEREAS, this Resolution seeks to ratify execution of said Memorandum of Agreement.

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

SECTION 1: That the City Manager's execution of a Memorandum of Agreement dated August 30, 2022 by and among the City of Huron, Charles E. Harris & Associates and the Ohio Auditor of State relating to provision of professional services for the audit of the City's financial statements for the fiscal years 2022 through 2026, at a total cost of One Hundred Thirty-Six Thousand Eight Hundred Seventy-Five and xx/100 Dollars (\$136,875.00). A copy of said Memorandum of 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 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.

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street
Columbus, Ohio 43215
IPACorrespondence@ohioauditor.gov
(800) 282-0370

MEMORANDUM OF AGREEMENT

This agreement is entered into as of the 30th day of August, 2022, by and between Charles E. Harris & Associates, Inc. an independent public accountant (IPA), **KEITH FABER**, Auditor of State of Ohio (Auditor) and City of Huron, Erie County (Public Office) WITNESSETH:

Whereas, the Auditor of State on August 15, 2022, issued a Request for Proposals for an engagement related to City of Huron, including any components and other requirements stated in the Request for Proposal, pursuant to Sections 117.11 and 117.115 Revised Code, for fiscal periods January 1, 2022 through December 31, 2026.

Whereas, IPA responded to the Request for Proposals with a formal proposal wherein they indicated their willingness to perform the engagement related to the Public Office in accordance with the items and conditions set forth in the Request for Proposals; and

Whereas, the Auditor of State, in consultation with the Public Office, has determined the IPA has submitted the proposal most advantageous to the Auditor and Public Office;

NOW, THEREFORE, IPA and Public Office do mutually agree as follows:

1. This Memorandum of Agreement, the Request for Proposals, the Proposal of the IPA and any written documents supplementing, amending, or incorporating the Request for Proposal, the Proposal of the IPA, and the Memorandum of Agreement constitute the integrated written agreement of the parties, to be known as the "Contract";
2. The IPA shall, in consideration of the payments specified in the Proposal, and subject to the requirements of the Contract, perform the specified engagement related to the Public Office;
3. Public Office will provide the IPA with such payments, services, and support as are specified in the Request for Proposals; and
4. The Auditor will provide the IPA with such services and support as are specified in the Request for Proposals; and
5. If applicable, pursuant to the agreement of the parties a subcontractor with respect to the Contract will be as stated below. Further, pursuant to the RFP Terms of Engagement and this Contract, the IPA shall be and remain solely responsible to the Public Office and Auditor for the acts the IPA performs or faults of any subcontractor and of any subcontractor's officers, agents or employees, who are deemed to be agents or employees of the IPA to the extent of the subcontract. Each subcontractor shall jointly and severally agree that neither the Public Office nor the Auditor is obligated to pay or to be liable for the payment of any sums due the subcontractor.

Subcontractor Name _____

Address _____

Number of Hours

Rate Per Hour

Total Subcontract

IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.



Legislative Authority or Designee for
City of Huron

John J.
Phillips

Digitally signed by John J. Phillips
Date: 2022.09.07 08:54:17 -04'00'

9/6/22

Date

Charles E. Harris & Associates, Inc.

Date

APPROVAL:

Compliance, Auditor of State
Office of **KEITH FABER**, Auditor of State of Ohio
In Accordance with Sections 117.11 & 117.115 Revised Code
(Not valid unless approved by Legal Division)

Date

AUDIT SERVICES COST PROPOSAL FOR

City of Huron

Erie County

For the Period January 1, 2022 through December 31, 2026



5510 Pearl Road, Suite 102 Parma, Ohio 44129-2527

We Work For You

CITY OF HURON
Audit Services Cost Proposal
For the period January 1, 2022 through December 31, 2026

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Charles E. Harris & Associates, Inc.
Certified Public Accountants

5510 Pearl Road, Suite 102
Parma OH 44129-2527
Phone - (216) 575-1630
Fax - (216) 436-2411

August 18, 2022

Auditor of State	City of Huron
ATTN: Jonathan Lawless, CFE, Chief Auditor	ATTN: Jodi Rutherford
One Government Center, Suite 1420	417 Main Street
Toledo, Ohio 43604	Huron, Ohio 44839

Dear Mr. Lawless and Ms. Rutherford:

Enclosed please find the Cost Proposal for the City of Huron for the annual period ending December 31, 2022 and the subsequent four annual periods. Any questions may be directed to the following address and phone number:

John J. Phillips, Vice-President/Shareholder
Charles E. Harris and Associates, Inc.
5510 Pearl Road, Suite 102
Parma, Ohio 44129
(216) 575-1630
john.phillips@cehpcas.com

Let it be known that I am entitled to represent the firm, empowered to submit the bid and authorized to sign the contract with the City.

The total fee for the City of Huron for the 2022 audit is \$26,625, \$27,000 for the 2023 audit, \$27,375 for the 2024 audit, \$27,750 for the 2025 audit, and \$28,125 for the 2026 audit. The combined total for all of the contract years is \$136,875. See the breakdown of the fixed fee quote on page two of this proposal.

If I can be of any further assistance, please do not hesitate to call.

Sincerely,

**John
Phillips**

John J. Phillips
Vice-President/Shareholder

Digitally signed by
John Phillips
Date: 2022.08.18
11:03:26 -04'00'

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES TO SUPPORT THE TOTAL
ALL-INCLUSIVE MAXIMUM FIXED FEE FOR THE AUDIT OF THE FINANCIAL
STATEMENTS OF THE CITY OF HURON

Public Office: *CITY OF HURON*

Audit Period: January 1, 2022 through December 31, 2026

This proposal for: *Charles E. Harris and Associates, Inc.*

<u>Staff</u>	<u>Hours</u>	<u>Hourly Rates</u>	<u>Total</u>
Partner	34	\$ 71.00	\$ 2,414
Manager/Senior staff	97	71.00	6,887
Staff	<u>244</u>	71.00	<u>17,324</u>
Out-of-pocket expenses			- 0 -
Total fixed fee bid for year ended 2022	<u>375</u>		<u>\$ 26,625</u>

	<u>Hours</u>	<u>Average Hourly Rate</u>	<u>Out-of-Pocket Expenses</u>	<u>Total Fixed Fee</u>
Year ended 2023	375	\$ 72.00	- 0 -	\$ 27,000
Year ended 2024	375	\$ 73.00	- 0 -	\$ 27,375
Year ended 2025	375	\$ 74.00	- 0 -	\$ 27,750
Year ended 2026	375	\$ 75.00	- 0 -	<u>\$ 28,125</u>
Total 5 period cost				<u>\$ 136,875</u>

John J. Phillips, Vice-President/Shareholder
Charles E. Harris and Associates, Inc.

Date: August 18, 2022



TO: Mayor Tapp and City Council
FROM: Todd Schrader
RE: Resolution No. 21-2025 (*submitted by Todd Schrader*)
DATE: February 25, 2025

Subject Matter/Background

If adopted, Resolution No. 21-2025 will approve placement of 14.8 acres of farmland located in the City of Huron (PPN: 42-00449.000) into an Agricultural District pursuant to ORC Section 929.02. Council will hold a public hearing on February 25, 2025 prior to consideration of this resolution.

John D. Farschman, et al., filed an Application for Placement of Farmland in an Agricultural District with the Erie County Auditor on January 23, 2025. Mr. Farschman subsequently served a copy on the Clerk of Council on January 24, 2025. Council set a public hearing for this matter for February 25th immediately preceding the Council meeting, and this Resolution was placed on the agenda for consideration.

If Council adopts this Resolution, the Clerk of Council will serve notice on the property owner via certified mail, with a copy to the Auditor.

Financial Review

There is no financial impact relating to this legislation.

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. 21-2025 is in order.

[Resolution No. 21-2025 John Farschman CAUV Approval \(1\).docx](#)

RESOLUTION NO. 21-2025
Introduced by Sam Artino

A RESOLUTION APPROVING THE APPLICATION OF JOHN D. FARSCHMAN, ET AL., FOR PLACEMENT OF 14.8 ACRES OF FARMLAND IN AN AGRICULTURAL DISTRICT (O.R.C. SECTION 929.02), MORE FULLY DESCRIBED AS ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00449.000

WHEREAS, the Clerk of Council of the City of Huron received ODA-Ag. Adm. Form 11 Application for Placement of Farmland in an Agricultural District relating to Erie County, Ohio Permanent Parcel No. 42-00449.000 (consisting of 14.8 acres) from John D. Farschman, et al., (hereinafter, the "Application") on January 24, 2025 via hand delivery; and

WHEREAS, pursuant to O.R.C. Section 929.02, the Clerk of Council set the Application for Public Hearing on Tuesday, February 25, 2025, and published notice of such hearing in the Sandusky Register on January 29, 2025. A copy of said notice is attached hereto as Exhibit "A"; and

WHEREAS, a Public Hearing was held before City Council in Council Chambers at Huron City Hall on Tuesday, February 25, 2025 at 6:30pm, where testimony was heard on the application; and

WHEREAS, Huron City Council moved to approve the Application at said Public Hearing.

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

SECTION 1: That the Application of John D. Farschman, et al for Placement of Farmland in an Agricultural District (O.R.C. Section 929.02) relating to Erie County, Ohio Permanent Parcel Number 42-00449.000 is hereby approved.

SECTION 2: That the Clerk is hereby directed to notify the applicant via certified mail of Council's decision via certified mail within five (5) days, with a copy transmitted to the Erie County Auditor.

SECTION 3: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of 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: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Ordinance No. 2025-5 (*submitted by Matt Lasko*)
DATE: February 25, 2025

Subject Matter/Background

As the City attempts to be proactively involved in addressing the ever-growing housing crisis in the County – an opportunity presented itself to spearhead one of the largest residential housing developments in Erie County in decades. This plan will prove critical as well for enhancing the City’s income tax base as well as aiding in enrollment numbers at our local school districts. This legislation calls for selling approximately 40 acres of land on River Road – which is comprised of two (2) parcels. As proposed, the land would be sold to Triban Investment and ultimately developed in partnership with K. Hovnanian Homes (one of the nation's largest home builders). Elements of the agreement as proposed include:

- Sales price of \$700,000 with:
 - \$450,000 due at the time of closing
 - \$125,000 due within 12 months of closing and
 - \$125,000 due within 24 months of closing
- Developer will be afforded 6 months to complete due diligence
- The acreage must be rezoned prior to closing to permit detached, single-family housing
- The City will not be financially responsible for any infrastructure costs

Although subject to change through the engineering and planning commission process, conceptual plans call for the eventual development of between 170-220 single-family, for-sale housing units.

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. 2025-5 as an emergency measure is in order.

[Ordinance No. 2025-5 Warren Slag River Road Property Sale to Triban Investment LLC \(2\).doc](#)
[Ordinance No. 2025-5 Exh A RE Purchase Agreement City of Huron to Triban Investment LLC.doc](#)

ORDINANCE NO. 2025-5
Introduced by William Biddlecombe

AN ORDINANCE AUTHORIZING THE CITY MANAGER'S EXECUTION OF AN AGREEMENT TO SELL APPROXIMATELY 41.88 ACRES OF VACANT LAND LOCATED ON RIVER ROAD IN THE CITY OF HURON, ERIE COUNTY, OHIO, PERMANENT PARCEL NUMBERS 42-01718.000, 42-01721.000 AND 42-01722.000 TO TRIBAN INVESTMENT, LLC FOR THE PURCHASE PRICE OF SEVEN HUNDRED THOUSAND DOLLARS AND 00/100 DOLLARS (\$700,000.00), AND DECLARING AN EMERGENCY

WHEREAS, approximately 41.88 acres of vacant land located on River Road in the City of Huron, Erie County, Ohio, identified by Permanent Parcel Nos. 42-01718.000, 42-01721.000 and 42-01722.000 (the "Property") is currently owned by the City of Huron; and

WHEREAS, Triban Investment LLC approached the City of Huron staff to inquire into the availability of the Property for purchase; and

WHEREAS, after negotiations between the parties, Triban Investment LLC has offered to purchase the Property at a price of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00).

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 execute a purchase agreement with Triban Investment LLC for the sale of approximately 41.88 acres of vacant property located River Road, Huron, OH, more fully identified as Erie County, Ohio Permanent Parcel Numbers 42-01718.000, 42-01721.000 and 42-01722.000 in the amount of Seven Hundred Thousand and 00/100 (\$700,000.00). Said Purchase Agreement will be substantially in the form attached hereto as Exhibit "A."

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: _____

REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

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

WHEREAS Seller desires to sell to Buyer the real estate (consisting of approximately 41.1 acres) in Huron, Erie County, Ohio and being all of Erie County Permanent Parcel Numbers 42-01718.000, 42-01721.000 and 42-01722.000 (as set forth on Exhibit A, which is attached hereto and incorporated herein by reference), including, but not limited to, the land and all appurtenances, hereditaments, rights, privileges and easements of record appertaining thereto, and all structures and improvements and fixtures located thereon (if any), and all flora located thereon, all of which are herein collectively called the "**Real Estate**";

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

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

1. Closing Date and Escrow Agent.

1.1 Subject to the provisions of Sections 1.3 and 6.1 of this Agreement, all transactions contemplated by this Agreement shall be made after all escrow deposits have been timely made but no later than thirty (30) days after the Feasibility Date (as defined in Section 6 of this Agreement and as may be extended by operation of Section 6.1(d)) (herein called the "**Closing Date**"). The Closing Date may be an earlier or later date only as mutually agreed upon in writing by the Parties to this Agreement.

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

1.3 Notwithstanding any contrary provision of this Agreement, it shall be an express condition of Seller's obligation to proceed to Closing that Seller obtain the approval of the Huron City Council to consummate and close the transactions contemplated by this Agreement. To the extent Seller does not receive the approval of the Huron City Council to consummate and close the transactions contemplated herein, Seller shall notify Buyer in writing of the lack of the required approval and provide written proof of same (e.g. Council Meeting Minutes), and:

(a) this Agreement shall automatically be and become null, void of no further force or effect, and the Parties shall be released of any and all liabilities to the other without qualification;

(b) all funds and documents placed in escrow shall be returned to the Party submitting same to escrow; and

(c) Seller shall pay any and all accrued title-related and escrow-related charges that may be then due and owing.

1.4 Notwithstanding any contrary provision of this Agreement, the Parties acknowledge and agree that the City shall undertake to rezone the Real Estate to a residential use to permit a single-family residential housing development, and should the City not succeed in its attempts to rezone the Real Estate prior to Closing as referenced in this Section 1.4, Buyer shall have no obligation to proceed to Closing, and either Party may may unilaterally and voluntarily terminate the Agreement, and provided Buyer is not then in breach of this Agreement, Buyer shall receive a full refund of the Deposit (as defined below).

2. Sale of Real Estate in Escrow.

2.1 Seller shall sell and convey the Real Estate to Buyer, and Buyer shall purchase the Real Estate from Seller, in accordance with the terms and conditions hereof. The purchase price for the Real Estate (herein called the "**Purchase Price**") shall be **Seven Hundred Thousand and 00/100 Dollars (\$700,000.00)**, paid as follows:

(a) Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) shall be paid to Seller in readily available United States funds, via escrow, at Closing;

(b) Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be paid in two (2) equal installments of One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00) each, with each such installment due on the first (1st) and second (2nd) annual anniversary of the Closing Date, respectively, pursuant to a certain Cognovit Promissory Note from Buyer to Seller (herein called the "Note"), which Note shall be secured by a Mortgage (herein called the "Mortgage") filed relating to the Real Estate, which Note and Mortgage may be subordinated (in debt and priority) to Buyer's institutional lender or Buyer's homebuilder partner (that loan funds to Buyer) but no others and provided Buyer is permitted to service and pay Seller per the terms of the Note and Mortgage so long as Buyer is not in default with their institutional lender or Buyer's homebuilder partner; and

(c) The Note and Mortgage shall be negotiated and agreed upon by the parties prior to the expiration of the Feasibility Period (as defined herein). It is anticipated that the Note shall not accrue interest unless or until an event of default occurs by Buyer, and the Note shall be recourse to one or more individual members of Buyer.

3. Seller's Deposits in Escrow.

3.1 Subject to the provisions of Section 6 of this Agreement, and provided the conditions precedent referenced in Section 6 are satisfied or waived by Buyer, Seller shall deposit in escrow with the Escrow Agent prior to Closing:

(a) Seller's good and sufficient limited warranty deed (herein called the "**Deed**") conveying, with limited warranty covenants (as defined in Ohio Revised Code Section 5302.08), the Real Estate to Buyer, free and clear of all liens, defects, clouds on the title, leases and possessory rights of third parties (save and excepting the Mortgage and those

encumbrances that Buyer agrees to accept and assume pursuant to Section 6.1(a) of this Agreement, if any), and free of all other encumbrances (except zoning restrictions, taxes and assessments which are a lien, but not yet due and payable, and easements and restrictions existing of record that are acceptable to Buyer as referenced in Section 7 hereof);

(b) A Resolution of Seller authorizing this Agreement, and identifying a representative of Seller to execute any and all documents to consummate the transaction(s) contemplated hereunder, and the Note and Mortgage for execution by Buyer at Closing;

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

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

(e) Evidence reasonably satisfactory to Buyer and Escrow Agent reflecting that all documents executed by Seller have been duly authorized by Seller;

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

(g) Proof of termination of any and all leases and possessory rights of third parties in and to the Real Estate and/or, if so requested by Buyer pursuant to Buyer's due diligence review in Section 6, below, assignment of such leases that Buyer agrees to accept and assume pursuant to Section 6.1(a) of this Agreement, if any, and such other documents as the Escrow Agent may reasonably require in order to consummate the transaction contemplated by this Agreement;

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

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

4. Buyer's Deposits in Escrow.

4.1 On or before five (5) business days after the date this Agreement is executed by the last of the Parties hereto, Buyer shall make a refundable deposit with Escrow Agent of **Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)** (herein called the "**Deposit**"). The Deposit shall be held by Escrow Agent in an interest-bearing account for Buyer's benefit and shall be credited against the Purchase Price in the event this transaction closes as provided herein. It shall be delivered to Buyer in the event Seller breaches this Agreement or in the event this transaction does not close as a result of failure of any of the conditions set forth below and Buyer provides timely written notice of its election to forego purchase of the Real Estate in accordance with Section 6 hereof. In the event of failure of any of

the conditions such that the transaction contemplated by this Agreement does not proceed to Closing, Escrow Agent shall return the Deposit to Buyer immediately upon Buyer's written demand therefore. Notwithstanding the foregoing, the Deposit shall be retained by Seller as liquidated damages and as Seller's sole remedy in the event the transaction fails to close due to Buyer's default.

4.2 On or before the Closing Date, Buyer shall deposit in escrow:

(a) The sum of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00), and Buyer shall execute the Note and Mortgage at Closing;

(b) A Resolution of Buyer authorizing this Agreement, and identifying a representative of Buyer to execute any and all documents to consummate the transaction(s) contemplated hereunder;

(c) Evidence reasonably satisfactory to Escrow Agent reflecting that all documents executed by Buyer have been duly authorized by same;

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

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

5. Escrow Instructions.

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

(a) all conditions precedent (described in Section 1.3 and Section 6 hereof) are satisfied or waived by Buyer; and

(b) The Title Company is prepared to issue a Title Policy and Loan Policy (as such terms are defined in Section 7) in the amount of the Purchase Price to Buyer and to Seller and Buyer's lender (if any) insuring marketable title to the Real Estate to be in Buyer free and clear of all liens, leases, possessory rights of third parties, and encumbrances, except easements, conditions, and restrictions of record, the Mortgage, zoning ordinances and other conditions of record and other matters that may be disclosed by an actual survey of the Real Estate that is accepted by Buyer, in its reasonable discretion, in accordance with Section 6 of this Agreement, excluding the exceptions to the Deed warranty covenants, and the mechanic's lien and survey (to the extent a survey is performed by Buyer). Buyer may further request, at its expense, all other standard Schedule B exceptions deleted and the Title Policy shall include all endorsements requested by Buyer, including, but not limited to, a contiguity endorsement (insuring the contiguity of adjoining real estate being purchased by Buyer with the Real Estate) and a Form 3.0 zoning endorsement; and

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

(d) Escrow Agent has:

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

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

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

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

5.3 If the Real Estate is subject to the current agricultural use value program (herein called "CAUV"), or if the Real Estate is in an agricultural district in accordance with O.R.C. §929.01 et. seq., the Escrow Agent shall withhold in escrow from the proceeds otherwise due Seller an amount equal to one hundred twenty-five percent (125%) of the estimated CAUV recoupment for a period of three (3) calendar years based on Erie County Auditor's records and, if greater, an amount equal to one hundred twenty-five percent (125%) of the agricultural district recoupment based on applicable City of Huron and/or Erie County Records. The Escrow Agent is authorized to invest the amount of funds withheld in an interest bearing account, the interest to accrue to the benefit of Seller, and shall accumulate in the account until the CAUV recoupment and agricultural district recoupment has been established. Once the amount of all recoupments have been finally determined, the Escrow Agent shall remit such amount to the Erie County Auditor (for CAUV recoupment purposes) and the local and/or state authorities (for agricultural district purposes), and shall remit any balance to Seller. If the amount held in escrow (including interest earned thereon) is not sufficient to pay the recoupments outlined in this Section 5.3, Seller shall deposit the "short-fall" into escrow with the Escrow Agent within ten (10) days after notice from Buyer or the Escrow Agent, that the amount of the recoupments outlined in this Section 5.3 have been ascertained and that there is a "short-fall".

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

(a) Pay the full cost of the title search and one-half (1/2) the cost of the Title Policy premium, and charge cost of same to Seller; and Buyer shall pay the cost of the special tax search, ALTA loan policy premium (if any), and one-half (1/2) the cost of the Title Policy premiums;

(b) Withhold adequate sums from Seller per Section 5.3 hereof, and pay the cost of any unpaid water and sewer charges and hold an amount equal to the water and sewer charges for the current billing period (based on the amount for the most recent billing period for

which a bill has been issued) and pay the same to Seller upon presentation of a final bill or pay the same to Buyer in the event Seller fails to present a final bill within thirty (30) days of closing;

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

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

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

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

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

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

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

(j) Deliver to Buyer the Deed, Affidavit and other documents deposited by Seller, and deliver the originally executed Note and recorded Mortgage to Seller.

6. Conditions Precedent.

6.1 In addition to the provisions of Section 1.3 of this Agreement, all of the following shall be conditions precedent to Buyer's obligations hereunder:

(a) Buyer's obligations hereunder are expressly subject to Buyer's review and approval at Buyer's expense of the Real Estate in all respects, and in Buyer's sole discretion, for all things that may be of concern to Buyer, including, but not limited to, zoning approval for Buyer's intended use of the Real Estate, survey matters, financing for the acquisition and/or development of the Real Estate, the local government comprehensive plan, governmental restrictions and requirements, availability of utilities, subsoil conditions, environmental and wetlands matters, building, zoning and other regulatory laws and ordinances, terms of the Note and Mortgage, use restrictions, signage restrictions, any existing or proposed easements affecting the Real Estate, Buyer receiving written confirmation that any and all leasehold interests and/or possessory rights of third parties, and UCC-1 Financing Statements affecting the Real Estate, shall be fully and forever extinguished on or before the Closing Date at Seller's sole cost and expense unless Buyer agrees to assume one or more the leases and notifies Seller of same in writing on or before the Feasibility Date, in which case said lease(s) shall be assigned to Buyer at

Closing, and Buyer obtaining maximum allowable tax abatement for the Real Estate (if any), Buyer approving all signage restrictions applicable to the Real Estate, and all other such matters as may be of concern to Buyer.

(b) Buyer shall have until 4:00 p.m. Eastern Standard Time on the date that is **one hundred eighty (180) days** after the date the last of the Parties executes this Agreement (herein called "**Feasibility Date**") (as may be extended) in which to determine whether the Real Estate is acceptable to Buyer in all respects, including, but not limited to, Buyer reasonably determining whether there are any one or more adverse factors that materially affect Buyer's ability to utilize the Real Estate. If, on or before the Feasibility Date, Buyer, in its sole discretion, determines that the Real Estate is acceptable and elects to proceed with this transaction, Buyer shall give written notice of acceptance to Seller on or before the Feasibility Date (as may be extended). In the event Buyer has not provided written notice of acceptance to Seller on or before the Feasibility Date, and unless Buyer extends the Feasibility Date and/or extend the Closing Date pursuant to the terms of Section 6.1(d), this Agreement shall be null, void and of no effect and Escrow Agent shall return to each Party all items which have been placed in escrow, including the Deposit. All approvals and decisions concerning acceptability of the Real Estate and related decisions of Buyer shall be made in Buyer's sole and absolute discretion. The foregoing are conditions, not covenants. Buyer shall not be obligated to take any action or make any effort to cause the same to be satisfied and shall use commercially reasonable means in evaluating whether any conditions exist that materially affect Buyer's intended use of the Real Estate. If the dates for satisfaction of the conditions are extended, the date for escrow deposits by Seller and Buyer shall be likewise extended an equivalent period of time. Buyer shall be responsible for all costs incurred to investigate the Real Estate or to satisfy the foregoing conditions, including, but not limited to, environmental assessments, specifically excepting Seller's obligations related to the elimination and/or assignment of any leasehold interests (as the case may be) termination of UCC-1 Financing Statements as referenced in Section 6.1(a) of this Agreement.

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

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

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

(c) Buyer and Buyer's agents and contractors and others authorized by Buyer may enter the Real Estate, at any time and from time to time, to survey, inspect and test

(including, but not limited to, the removal of soil samples) all or any portion of the Real Estate, all at Buyer's sole cost and expense. Seller will reasonably cooperate with Buyer and Buyer's agents to obtain at Buyer's sole expense information and satisfaction of the foregoing conditions, including, but not limited to, execution of government applications and forms and attendance at private and public meetings.

(d) Notwithstanding any contrary provision of this Agreement, Buyer shall have the right to extend the Feasibility Date for **two (2) consecutive sixty (60) day periods**, each by providing Seller written notice of same on or before the expiration of the then-current Feasibility Date, and the Closing Date shall be extended accordingly.

7. Title Commitment.

7.1 Buyer shall cause Title Company to issue, within ten (10) days after the last of the Parties have executed this Agreement, a commitment for an ALTA Owner's Policy of Title Insurance (with said title policy of insurance being referred to herein as "**Title Policy**") in the amount of the Purchase Price, and, if requested by Buyer, a commitment for an ALTA Mortgagee's Policy of Title Insurance (with said policy of insurance being referred to herein as "**Loan Policy**") in an amount to be determined (collectively, the "**Commitment**"), together with legible copies of all instruments evidencing those matters listed as exceptions in the Commitment, setting forth the state of title to the Real Estate as of the effective date of the Commitment, the Title Company's requirements to delete the standard printed exceptions in the title policy(ies), the results of a special tax search and committing to issue those endorsements reasonably required by Buyer. The Title Company shall deliver a copy of the Commitment to Seller, Buyer and Buyer's lender.

7.2 Buyer may file written objections to exceptions contained in the Commitment on or before the Feasibility Date, and no later than fifteen (15) days from Buyer's receipt of the Title Commitment. Upon receipt of such written objections, Seller shall have the right but not the obligation to use reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of thirty (30) days after receipt of notice thereof in which to do so (and, if necessary, the Closing Date shall be extended). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or objection. If Seller shall be unwilling or unable to remove or discharge such other liens, encumbrances or objections within such period, then Buyer may, at its option, no later than five (5) days after Seller notifies Buyer in writing of Seller's unwillingness or inability, either terminate this Agreement or accept title in its then-existing condition. If Buyer shall elect to terminate this Agreement, all deposit sums shall be returned to Buyer (including the Deposit), and this Agreement shall promptly terminate, with Seller and Buyer having no further right or obligation hereunder to the other. If Buyer fails to give written notice of objection to Seller on or before said fifteen (15) days, all matters reflected on the Commitment shall be deemed to be accepted by Buyer.

7.3 On or before the Closing Date, Buyer and/or Seller may cause the Title Company to update the Commitment. If the updated Commitment contains exceptions which are not acceptable to Buyer, Buyer in its reasonable discretion, may file written objections thereto prior to the completion of Closing. If Buyer timely and properly files written objection to any such item, the same shall be treated in the same manner as a title defect pursuant to Section 7(a), above. If the updated Commitment contains no exceptions other than those reflected on the Commitment, or if Buyer fails to give written notice of new objections to Seller prior to completion of Closing, all matters reflected on the

updated Commitment shall be deemed accepted by Buyer, and this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

8. Survey.

8.1 Buyer, at Buyer's sole cost and expense, shall be responsible for all survey costs for one or more surveys obtained by Buyer. All surveys and legal descriptions shall be approved by Buyer, and, notwithstanding any contrary provision of this Agreement, there shall be no modification or adjustment to the Purchase Price as a result of one or more surveys conducted by Buyer.

8.2 Notwithstanding any contrary provision of this Agreement, prior to the expiration of the Feasibility Date, the Parties shall jointly verify the results of the survey to ensure all of the property to be included in the Real Estate is properly accounted for and identified by survey and legal description, at which time accurate legal descriptions shall be attached to this Agreement.

9. Additional Obligations of Seller.

9.1 Seller shall provide, if available and if in Seller's possession, copies of the following documents to Buyer within five (5) days after Seller executes this Agreement:

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

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

(c) Any and all documents provided to Buyer pursuant to this Section 9 shall be provided gratuitously and as an accommodation to Buyer and in recognition that Buyer shall perform its own independent research and due diligence investigations, and Buyer acknowledges and agrees that any and all documents are being provided gratuitously and as an accommodation only to Buyer, without any representations, warranties, or guarantees as to the content or veracity of any such documents, particularly those document prepared by third parties.

10. Representations and Warranties.

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

(a) Seller represents, to the best of Seller's knowledge and without the benefit of any due diligence investigation or other inquiry, as follows, that Seller has not placed any Hazardous Substances¹ on or about the Real Estate;

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

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

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

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

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

10.2 Representations and Warranties of Buyer. Buyer makes the following representations and warranties with respect to this Agreement:

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

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

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

11. General Indemnification.

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

11.1 To the extent of insurance proceeds actually received, Seller shall defend, indemnify and hold Buyer harmless from and against all actual or threatened actions, causes of action, claims, fines, fees, judgments, penalties, expenses liabilities, injuries, damages, losses or costs (including, but not limited to, court costs, attorneys' fees, consultant and expert fees, fines and penalties and amounts paid for settlement of claims) and other charges suffered or incurred by Buyer arising, directly or indirectly, from Seller's breach of any covenant or warranty of this Agreement, with respect to the enforcement of any of Buyer's rights hereunder, for claims of any and all third parties directly or indirectly relating to the Real Estate in any respect for claims or incidents that arose or accrued on or before the Closing Date, or any obligations of Seller hereunder.

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

12. Real Estate Broker and Real Estate Agent Fees.

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

13. Risk of Loss.

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

14. Notice.

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

If to Buyer:

with a mandatory

copy to:

If to Seller:

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

with a mandatory
copy to:

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

15. Miscellaneous.

15.1 Buyer shall have possession of the Real Estate on the date title transfers to Buyer.

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

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

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

15.5 Seller's indemnities, representations, warranties and other obligations shall survive the closing and consummation of all transactions contemplated by this Agreement for one (1) year and shall not be merged in the Deed.

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

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

15.8 Notwithstanding any contrary provision of this Agreement, Seller shall require the approval of the Huron City Council to permit this Agreement to be and become fully binding on Seller and to permit Seller to consummate all transactions contemplated herein (and, therefore, this

Agreement shall not be fully binding on Seller unless or until approved and/or ratified by Huron City Council), and said approval rests exclusively with the Huron City Council, and, therefore, Seller makes no guaranties, representations, or warranties as to the likelihood of obtaining the approval of Huron City Council.

[Document Continued on Next Page]

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

CITY OF HURON

TRIBAN INVESTMENT, LLC.

By: _____
Matthew Lasko, City Manager

By: _____
Name/Title: _____

Address: 417 Main Street
Huron, Ohio 44839

Address: _____

"Seller"

"Buyer"

Date: _____

Date: _____

EXHIBIT A

Erie County Parcel Nos. 42-01722.00 & 42-01721.000 – 30.9456 Acres

Situated in the City of Huron, County of Erie, State of Ohio, and being a part of Original Lot 25, Section 1 of Huron Township, being all of PN 42-01722.00 & 42-01721.00, a tract of land in the name of Warren Slag Company as recorded in Deed Volume 292 Page 343, all records referenced herein are on file at the Recorder's Office, Erie County, Ohio and being more particularly described as follows:

Commencing at a Mag Nail Set at the centerline of River Road (R/W Varies), said point being on the North line of Original Lot 25, thence **South 89°05'58" East**, a distance of **148.45 feet** along said North line to an Iron Pin Set and the TRUE PLACE OF BEGINNING for the tract of land herein described, passing a 5/8" iron pin found in the East Right of Way line of the Wheeling and Lake Erie Railroad a distance of 97.71 feet;

Course No. 1 Thence **South 89°05'58" East**, along said north line of Original Lot 25 line, also known as a south line of a 7.40 acre tract in the name of Erie County Board of Commissioners (Vol. 474 Page 161) and a south line of a 10.1726 acre tract in the name of Warren Slag Company (Vol. 344 Pg. 385), a distance of **2211.65 feet** to a 1/2" iron pipe found at the intersection of said north line of Original Lot 25 with the southerly Right of Way of the NY Central Railroad, passing through an iron pin set at 984.93 feet;

Course No. 2 Thence **South 58°36'55" East**, along said southerly line of said NY Central Railroad, a distance of **34.34 feet** to a 1/2" iron pipe found at the northwesterly corner the 14.80 acre tract of land in the name of John D. Farschman (RN 201110535);

Course No. 3 Thence **South 01°53'57" East**, along the westerly line of said Farschman lands, a distance of **581.56 feet** to the northeasterly corner of a 51.79 acre tract of land in the name of Virginia Holding Corp. (Vol. 496 Pg. 968), referenced by a 1" iron pin found bearing North 88°06'03" East, a distance of 0.09 feet;

Course No. 4 Thence **North 89°07'31" West**, along the northerly line of said Virginia Holding Corp. lands, a distance of **2042.22 feet** to a 1/2" iron pipe found at the southeast corner of the 0.36 acre tract of land in the name of David L. & Sherry J. Cooner (RN 9900526);

Course No. 5 Thence **North 04°37'27" West**, along the easterly line of said David L. & Sherry J. Cooner lands to a point, a distance of **69.88 feet**;

Course No. 6 Thence **North 89°07'09" West**, along the northerly line of said David L. & Sherry J. Cooner lands, a distance of **211.87 feet** to the centerline of Right of

Way of said River Road, passing the northeasterly Right of Way line of said River Road referenced by an iron pin with an illegible cap found bearing North 19°39'40" West a distance of 5.52 feet;

Course No. 7 Thence **North 15°38'09" West**, along the centerline of Right of Way of said River Road a distance of **222.88 feet** to a mag nail set at a southeasterly corner of said 7.40 acre tract of land in the name of Erie County Board of Commissioners (Vol. 474 Pg. 161);

Course No. 8 Thence **North 10°42'08" East**, passing through the northeasterly Right of Way line of said River Road at 61.95 feet and continuing along an easterly line of said Erie County Board of Commissioners Land, a distance of **320.75 feet** being the TRUE PLACE OF BEGINNING, containing 30.9456 acres of land, more or less, as surveyed, calculated, and described on February 18, 2025, by Branden V. Battig P.S. 8708, subject to all legal highways, leases, and restrictions of record.

The bearings herein are based upon NAD83 State Plane Coordinates, Ohio North Zone, as established in December 2022 in a survey by OHM Advisors. All iron pins set are 5/8"x30" rebar with a yellow cap stamped "BATTIG 8708," unless noted otherwise.

and

Erie County Parcel No. 42-01718.000 – 10.1726 Acres

Situated in the City of Huron, County of Erie, State of Ohio, and being a part of Original Lot 26, Section 1 of Huron Township, being all of PN 42-01718.000, a tract of land in the name of Warren Slag Company as recorded in Volume 344, Page 382 and Volume 344, Page 385, all records referenced herein are on file at the Recorder's Office, Erie County, Ohio and being more particularly described as follows:

Commencing at a mag nail set at the centerline of River Road (Variable R/W), said point being on the North line of Original Lot 25, thence **South 89°05'58" East**, a distance of **1133.38 feet** along said North line Original Lot 25 and along the North line of a 30.9457 acre tract of land in the name of Warren Slag Company, as described in Deed Volume 292 Page 343, to an iron pin set and the TRUE PLACE OF BEGINNING for the tract of land herein described, passing a 5/8" iron pin found in the East Right of Way line of the Wheeling and Lake Erie Railroad a distance of 97.71 feet;

Course No. 1 Thence **North 01°57'34" West**, along the easterly line of a 7.40 acre tract of land in the name of Erie County Board of Commissioners, as described in Deed Volume 474 Page 161, a distance of **723.35 feet** to a 5/8" iron pin found in the southerly Right of Way line of NY Central Railroad;

Course No. 2 Thence **South 59°19'33" East**, along said southerly line of said NY Central Railroad, a distance of **1454.86 feet** to a 1/2" iron pin found in the North line of Original Lot 25 also being the North line of said 30.9457 acre tract of land;

Course No. 3 Thence **North 89°05'58" West**, along the North line of Original Lot 25 also being the North line of said 30.9457 acre tract of land, a distance of **1226.72 feet** to the TRUE PLACE OF BEGINNING, containing 10.1726 acres of land, more or less, as surveyed, calculated, and described on February 18, 2025, by Branden V. Battig P.S. 8708, subject to all legal highways, leases, and restrictions of record.

The bearings herein are based upon NAD83 State Plane Coordinates, Ohio North Zone, as established in December 2022 in a survey by OHM Advisors. All iron pins set are 5/8"x30" rebar with a yellow cap stamped "BATTIG 8708," unless noted otherwise.