



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, June 24, 2025 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

- I. Call To Order** Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council**
- III. Approval of Minutes**
- IV. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- V. Old Business**
- VI. New Business**
 - VI.a** Resolution No. 45-2025 (*introduced by Stuart Hamilton*)
A resolution authorizing an agreement with DLZ Ohio Inc. for professional construction inspection, management, administration and materials testing services relating to the Cleveland Road East Sidewalk Project in the amount of \$80,412.
 - VI.b** Resolution No. 46-2025 (*submitted by Stuart Hamilton*)
A resolution authorizing a Management and Administrative Services Agreement with Huron Township relating to Scott Cemetery, comprised of Erie County PPN's 50-00367.001, 50-63013.000, 50-53012.000, 50-63014.000 and 50-63015.000, effective July 1, 2025.
 - VI.c** Motion
Motion to set a Public Hearing for August 12, 2025 at 6:30pm (immediately preceding the regular Council meeting) on the Rezoning Application of OJD Holdings LLC to rezone vacant property located on River Road (Erie County, Ohio Permanent Parcel Nos. 42-01720.000, 42-01720.001 and 42-01719.00) from its current I-2 General Industrial District to B-3 General Business District.
 - VI.d** Motion
Motion to set a Public Hearing for August 12, 2025 at 6:30pm immediately preceding the regular Council meeting pursuant to Section 1139.06 relating to the general development concept plan for the former ConAgra parcel (PPN: 42-61270.001).
- VII. City Manager's Discussion**
- VIII. Mayor's Discussion**
- IX. For the Good of the Order**

X. Executive Session(s)

XI. Adjournment



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 45-2025 (*introduced by Stuart Hamilton*)
DATE: June 24, 2025

Subject Matter/Background

Resolution No. 45-2025 authorizes a fee proposal to supply construction inspection, management, and materials testing for the ERI 6 Sidewalk Project. Fees reflect providing ODOT prequalified individuals for the duration of the projects. The ERI-6 Sidewalk proposal was based on a 3 month duration. The driving factor behind the fee was the 65 days (520 hours) of inspection.

As a reminder, we have already awarded the construction phase of this project to RMH Concrete in the amount of \$367,352.45.

Financial Review

This project as it stands is over funded from grants sources. Each grant carries a local match portion. Any expenses not covered by the grant funds will be paid out of the Capital Fund.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion to adopt Resolution No. 45-2025 is in order.

[Resolution No. 45-2025 Contract with DLZ Cleveland Rd E Sidewalk Extension \\$80,412.docx](#)

[Resolution No. 45-2025 Exh A ERI 6 Sidewalk Fee Proposal DLZ.pdf](#)

RESOLUTION NO. 45-2025

Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH DLZ OHIO INC. FOR PROFESSIONAL CONSTRUCTION INSPECTION, MANAGEMENT, ADMINISTRATION AND MATERIALS TESTING SERVICES RELATING TO THE CLEVELAND ROAD EAST SIDEWALK EXTENSION PROJECT (ERI-6-18.88 SIDEWALK, PID 117240) IN THE AMOUNT OF EIGHTY THOUSAND FOUR HUNDRED TWELVE AND 00/100 DOLLARS (\$80,412.00).

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with DLZ Ohio Inc. for professional construction inspection, management, administration and quality assurance materials testing services relating to the Cleveland Road East Sidewalk Extension Project in the amount Eighty Thousand Four Hundred Twelve and 00/100 Dollars (\$80,412.00), a copy of which agreement is attached hereto as Exhibit "A."

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

June 12, 2025

Mr. Stuart Hamilton
Service Director
City of Huron
417 Main Street
Huron, Ohio 44839

RE: ERI-6-18.88 (PID 117240) Sidewalk Project
DLZ Fee Proposal for CM/CI Services

Dear Mr. Hamilton,

DLZ is pleased to submit our fee proposal for professional services for the ERI-6-18.88 Sidewalk (PID 117240) Project. For this project, DLZ will provide construction inspection, project management, construction administration, and quality assurance materials testing for the duration of the project.

Our proposed fee is included as Attachment "A". Our fee was calculated as a not-to-exceed amount based on an estimated construction duration of 3 months (13 weeks), or 65 working days. We anticipate the Contractor working 8 hour-days and did not include any hours for Overtime. The fee reflects providing ODOT prequalified staff performing the scope of work outlined in the RFP. It includes a full-time project inspector, a project manager, a construction engineer 2, a soils & aggregate inspector, and a documentation clerk. Some of those roles are on an as-needed basis. The estimate to perform this work, including materials testing, is \$80,412. DLZ will only invoice for the actual time spent on-site by the inspectors when the contractor is performing work.

Additionally, we show hours for pre-construction and post-construction administrative work anticipated over the course of two weeks both before and after project construction. We anticipate some minor effort associated with ODOT's standard audit/documentation review and have included an allotment of hours for that task. The fee proposal includes costs for DLZ to perform quality assurance materials testing, which is broken down and included within Attachment "A".

The fee proposal rates were developed using ODOT's Hourly Calculation Spreadsheet which takes actual DLZ employee hourly rates and incorporates DLZ's audited overhead rate to determine an average billable hourly rate. This sheet is included with the fee proposal as Attachment "B".

Depending on the Agreement, DLZ will invoice either according to the unit rates shown for the classifications on the fee proposal, or we will use actual hourly rates of DLZ project staff calculated with ODOT Fixed Fee Groups. The Fixed Fee Group spreadsheet is included as "Attachment C" in the event these will be incorporated into the Agreement. DLZ typically composes our invoices using the standard ODOT IPS invoicing spreadsheet, however we can use a comparable City format, if requested. DLZ's Cognizant Review Certificate detailing our overhead rate is included as Attachment "D" for reference.

Thank you for selecting DLZ for this opportunity. We look forward to working together with the City of Vermilion on this important project. If you should have any questions about the fee proposal or require further clarification, please do not hesitate to contact us.

Sincerely,



Daniel R. Uhler, PE
Field Services Department Manager

CC: Bob Kirkley – DLZ Ohio, Inc.
Thomas Hessler – DLZ Ohio, Inc.
file

COST PROPOSAL SUMMARY FOR
ERI-6-18.88 (PID 117240)
Prepared for the City of Huron
Prepared by DLZ Ohio, Inc.

This hourly estimate was based on the following schedule:

Construction Work: Over the Course of 3 Months (13 Weeks); equaling 65 working days
 Contractor Working Five 8-hour days: 8 hrs/day x 65 days = 520 hours
 Assume zero hours of OT

Admin. Work for pre-construction services over the course of 2 weeks
 Admin. Work for post-construction services over the course of 2 weeks

Below Rates based on ODOT Hourly Rate Calculation Sheet

Proj Mgr.	\$ 186.00	Proj. Insp.	\$ 96.00
Const. Eng. 2	\$ 126.00	S&A Insp	\$ 86.00
Doc. Clerk	\$ 60.00		

Task Description	Project Manager (CPE)	Const. Engineer (CE2)	Documentation Clerk	Proj. Insp. (PI)	Soils & Agg. Insp (S&A)			
Pre-Construction Services (over the course of 2 weeks)								
Pre-Construction Meeting	1	1		1				
Create Project Bill of Materials			1					
Develop Project Doc. Control System			8					
Review Submittals (Assume 6 @ 1 hr/each)		6						
<i>Pre-Construction Services Individual Hours Totals</i>	1	7	9	1	0	0	18	Task hrs
<i>Pre-Construction Services Individual Cost Totals</i>	\$186.00	\$882.00	\$540.00	\$96.00	\$0.00	\$0.00	\$1,704.00	Task cost
	PM	CE2	Doc. Clerk	Proj. Insp.	S&A Insp.			
Construction Services (13 weeks)								
Management of Construction by CPE (2 hrs per wk; approx. 5%)	26							
Construction Engineering & Admin by CE 2 (4 hrs per wk; 10%)		52						
Documentation of Quantities, Daily Reports, LPA Documents (2 hrs per week)			26					
Construction Progress Meetings & Minutes (3 Meetings)	3		3					
Review and Approve Contractor Pay Estimates (3 Estimates)	3		3					
Prepare and Approve Contractor Change Orders (Up to 2)		2	2					
Full time Project Inspection (13 wks x 40 hrs/wk)				520				
Soils & Aggregate Inspection for Sub-Base Preparation/Compaction (5 days)					40			
<i>Construction Services Individual Hours Totals</i>	32	54	34	520	40	0	680	Task hrs
<i>Construction Services Individual Cost Totals</i>	\$5,952.00	\$6,804.00	\$2,040.00	\$49,920.00	\$3,440.00	\$0.00	\$68,156.00	Task cost
	PM	CE2	Doc. Clerk	Proj. Insp.	S&A Insp.			
Post Construction Services (over the course of 2 weeks)								
Develop and Address Punch List				8				
Project Final Walk Through	1			1				
Prepare Final Change Order			4					
Final Close Out Document Preparation			4					
<i>Post-Construction Services Individual Hours Totals</i>	1	0	8	9	0	0	18	Task hrs
<i>Post-Construction Services Individual Cost Totals</i>	\$186.00	\$0.00	\$480.00	\$864.00	\$0.00	\$0.00	\$1,530.00	Task cost

COST PROPOSAL SUMMARY FOR
ERI-6-18.88 (PID 117240)
Prepared for the City of Huron
Prepared by DLZ Ohio, Inc.

This hourly estimate was based on the following schedule:

Construction Work: Over the Course of 3 Months (13 Weeks); equaling 65 working days
 Contractor Working Five 8-hour days: 8 hrs/day x 65 days = 520 hours
 Assume zero hours of OT

Admin. Work for pre-construction services over the course of 2 weeks
 Admin. Work for post-construction services over the course of 2 weeks

Below Rates based on ODOT Hourly Rate Calculation Sheet

Proj Mgr.	\$	186.00	Proj. Insp.	\$	96.00
Const. Eng. 2	\$	126.00	S&A Insp	\$	86.00
Doc. Clerk	\$	60.00			

ODOT Audit / Documentation Review		PM	CE2	Doc. Clerk	Proj. Insp.	S&A Insp.			
Documentation Preparation & Organization				1					
Documentation Review with ODOT LPA Coordinator (w/DLZ PM and Proj. Insp)		1			1				
<i>ODOT Audit Individual Hours Totals</i>		1	0	1	1	0	0		3
<i>ODOT Audit Individual Cost Totals</i>		\$186.00	\$0.00	\$60.00	\$96.00	\$0.00	\$0.00		\$342.00
									Task hrs
									Task cost

Other Direct Costs									
Project Primary Inspector Company Truck - (ODOT Rate \$49/day x 65 days)									\$3,185
Soils & Aggregate Inspector Company Truck - (ODOT Rate \$49/day x 5 days)									\$245
Materials Testing (See Attachment "A")									\$5,250
Other Direct Costs									\$8,680
									Total ODC's

Summary of Parts:

Pre Construction Services	\$1,704.00
Construction Services	\$68,156.00
Post Construction Services	\$1,530.00
ODOT Audit / Doc. Review	\$342.00
Other Direct Costs	\$8,680.00

TOTAL FEE PROPOSAL FOR CA/CI SERVICES: \$80,412

**MATERIALS TESTING COSTS FOR
ERI-6-18.88 (PID 117240)**

Task No.		Units	Unit Cost	TASK TOTAL
	DLZ Laboratory Billing Rates			
1.0	Testing Description			
1.01	Materials Technician (10 days at 4 hrs/day)	40 hrs	\$75 per hour	\$3,000.00
1.02	Concrete Cylinders (10 set of 5 each day)	50 ea	\$22 per cylinder	\$1,100.00
1.03	Concrete Beams	5 ea	\$60 per beam	\$300.00
1.04	Moisture Density Curves & Gradation)	0 ea	\$240 per sample	\$0.00
1.05	Asphalt AC Content/Gradation	0 ea	\$170 per sample	\$0.00
1.06	Asphalt MSG	0 ea	\$85 per sample	\$0.00
1.07	Asphalt BSG	0 ea	\$90 per set of 3 samples	\$0.00
1.08	Compaction Equipment	5 days	\$50 per day	\$250.00
1.09	Concrete Equipment	10 days	\$35 per day	\$350.00
1.10	Routine Electronic Reports	1 LS	\$250 Lump Sum	\$250.00
	Total Costs			\$5,250.00

Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Agreement No.: PID 117240
C-R-S: ERI-6-18.88
Firm Name: DLZ Ohio

Company Overhead: 158.71%

Average Overhead: 159.98%

Cost of Money: 2.30%

Net Fee %: 10%

The company records OT premium as: Direct Labor

Does the company anticipate billing overtime? No

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate ¹	Computed Overtime Billing Rate ¹
Project Manager	No	\$64.90	\$103.00	\$1.49	\$16.87	\$186	N/A
Project Inspector	No	\$33.33	\$52.90	\$0.77	\$8.67	\$96	N/A
Construction Engineer 2	No	\$44.00	\$69.83	\$1.01	\$11.44	\$126	N/A
Documentation Clerk	No	\$21.00	\$33.33	\$0.48	\$5.46	\$60	N/A
Soils & Aggregate	No	\$30.00	\$47.61	\$0.69	\$7.80	\$86	N/A

¹ **Note:** Rounded the nearest dollar.

Average Raw Rate Calculations per Classification

Agreement No.: PID 117240

C-R-S: ERI-6-18.88

Firm Name: DLZ Ohio

Instructions - Insert classification descriptions in yellow highlighted cells as applicable. They will be carried forward to Sheet 1. Input employee names or ID along with their rate. Rates should be actual employee pay rates. Add lines as needed for additional employee rates if necessary. For each classification, indicate whether employees in the classification are eligible for overtime paid at time-and-a-half (non-exempt). Average rates for each classification will be calculated automatically and exported to Sheet 1.

Project Manager	
Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Daniel Uhler	\$64.90
Average Raw Rate	\$64.90

Project Inspector	
Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Emmet McGrath	\$30.15
Jayson Rush	\$36.50
Average Raw Rate	\$33.33

Construction Engineer 2	
Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Steve Barnard	\$44.00
Average Raw Rate	\$44.00

Documentation Clerk	
Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Tommy McHugh	\$21.00
Average Raw Rate	\$21.00

Average Raw Rate Calculations per Classification

Agreement No.: PID 117240

C-R-S: ERI-6-18.88

Firm Name: DLZ Ohio

Instructions - Insert classification descriptions in yellow highlighted cells as applicable. They will be carried forward to Sheet 1. Input employee names or ID along with their rate. Rates should be actual employee pay rates. Add lines as needed for additional employee rates if necessary. For each classification, indicate whether employees in the classification are eligible for overtime paid at time-and-a-half (non-exempt). Average rates for each classification will be calculated automatically and exported to Sheet 1.

Soils & Aggregate	
Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Frank Busher	\$30.00
Average Raw Rate	\$30.00

Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Average Raw Rate	

Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Average Raw Rate	

Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Average Raw Rate	

Fixed Fee per Hour by Employee

ODOT Agreement Number:	PID 117240
C-R-S:	ERI-6-18.88
Firm Name:	DLZ Ohio

[illegible]

OHIO DEPARTMENT OF
TRANSPORTATION

CONSULTANT INDIRECT COST RATE COGNIZANT REVIEW

APPROVAL CERTIFICATE NO.: 06202024-SPG-01

All items discussed in this **Cognizant Review Approval Certificate** refer, respectively, to the following:

Company Name (Consultant/Auditee):	DLZ OHIO, INC.
Based on Actual Costs Incurred for Company's Year Ended:	12/31/2023
Effective Date of Cognizant Approval (ODOT Approval Date):	06/20/2024
Based on Independent Audit Report Issued by CPA Firm (Auditor):	Mayer Hoffman McCann P.C.

This Certificate presents the results of a review we performed in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The review involved a detailed examination of the CPA's audit workpapers supporting: (1) the independent audit report on the Company's Statement of Direct Labor, Fringe Benefits, and General Overhead (indirect cost rate schedule); and (2) the associated report on internal controls and compliance. The CPA represented that the audit was conducted in accordance with *Government Auditing Standards* as promulgated by the Comptroller General of the United States, and the audit was designed to determine that the indirect cost rate schedule was prepared in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates as recommended in the *AASHTO Uniform Audit & Accounting Guide for Audits of Architectural and Engineering (A/E) Consulting Firms*. During our cognizant review, nothing came to our attention that caused us to believe that the CPA's audit procedures, audit report, and supporting workpapers for the indirect cost rate schedule did not conform in all material respects to the aforementioned regulations and auditing standards.

Conclusion: We recommend acceptance of the following rates, which, unless otherwise noted, were computed based on direct labor costs incurred on A/E projects:

Corporate Indirect Cost Rate:	158.71%
Facilities Capital Cost of Money (FCCM) Rate:	2.3%

Overtime Premium: According to the Company's established allocation methodology, as audited by the CPA:

Overtime premium is allocated and billed as an Other Direct Cost (ODC) to applicable contracts, with no overhead applied.

Note: The approved rates are for use for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). This cognizant approval certificate also establishes indirect cost rates for use by other State transportation agencies, as discussed in the FHWA document *Procurement, Management, and Administration of Engineering and Design Related Services - Questions and Answers*.
<https://www.fhwa.dot.gov/programadmin/172qa.pdf>.

The above rates are based on the most recent cost information the Company submitted to ODOT. As more current cost information becomes available, it must be submitted through the ODOT PreQ system.

The submittal is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/audit-consultant>. Failure to submit timely may result in the loss of ODOT prequalification.

Approved by:

Scot P. Gormley

ADMINISTRATOR, OFFICE OF EXTERNAL AUDITS (OEA)

ODOT Division of Finance

1980 West Broad Street, Mail Stop 2140, Columbus, OH 43223

Phone: 614.644.0384

Cell/Text: 614.949.8981

[External Audits | Ohio Department of Transportation](https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/audit-consultant)



Department of
Transportation



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 46-2025 (*submitted by Stuart Hamilton*)
DATE: June 24, 2025

Subject Matter/Background

We received a request from the Township to take over full operational control of Scott Cemetery. There are many nuances to this as the City owns it, the TWP runs it, but it is located in Milan Township. The cemetery board will vote would disband the board itself and would cease to exist. The Township would then take over full operating control of this facility as they do this already and this would simplify the process and the accounting and auditing requirements.

This legislation would enter into a Master Service Agreement with the TWP memorializing their operation of the cemetery and some of the main points would be:

- The cemetery operating fund balance would be noted in the agreement. If at any time the TWP decided they did not wish to operate the cemetery, this amount plus interest would be returned to the City.
- The cemetery would be operated at the sole expense of the TWP, this would include capital costs. There are some large capital costs coming up in the next couple of years and this would save us this expense.
- The agreement would be for a minimum of five years but would contain no expiration date.
- City residents would be guaranteed the same rates as TWP residents.

Financial Review

There is no financial impact to this agreement. The final operating fund balance will be recorded in the agreement and transferred back to the City should the TWP ever decide to cancel this MSA.

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. 46-2025 is in order.

[Resolution No. 46-2025 Scott Cemetery Master Services Agreement \(2\).docx](#)

[Resolution No. 46-2025 Exh A Scott Cemetery MSA \(2\).docx](#)

RESOLUTION NO. 46-2025
Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO WITH HURON TOWNSHIP, OHIO RELATING TO SCOTT CEMETERY (fka SCOTT UNION CEMETERY) LOCATED IN MILAN TOWNSHIP, OHIO, COMPRISED OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 50-00367.001, 50-63013.000, 50-63012.000, 50-63014.000 AND 50-63015.000, EFFECTIVE JULY 15, 2025.

WHEREAS, the City requires the provision of certain management, consulting, administrative, and similar services to conduct its activities at the Scott Cemetery that is located on Erie County Permanent Parcel numbers 50-00367.001, 50-63013.000, 50-63012.000, 50-63014.000, 50-63015.000 (the "Cemetery"), which is owned in fee by that City pursuant to ORC §§759.02 and 759.03, which was formerly managed under a union formed pursuant to OCR §759.27, and which union has recently disbanded by unanimous consent pursuant to the authority of ORC §759.39; and

WHEREAS, City and Township desire to effect a management and administrative services arrangement, as permitted by ORC §759.09, under the terms and conditions stated in this Agreement whereby the Township shall provide (or cause to be provided) and be exclusively responsible for all management, administrative and operational undertakings at the Cemetery, including but not limited to, all maintenance, repair, and replacements to the Cemetery, and all costs and expenses pertaining to the Cemetery and the property housing same, as if the Township were the owner of the Cemetery.

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

SECTION 1: That the City Manager is authorized and directed to execute a Maintenance and Administrative Services Agreement for and on behalf of the City of Huron, Ohio with Huron Township, Ohio relating to Scott Cemetery (fka Scott Union Cemetery) located in Milan Township, Ohio (comprised of Erie County, Ohio Permanent Parcel Numbers 50-00367.001, 50-63013.000, 50-63012.000, 50-63014.000 AND 50-63015.000), effective July 15, 2025, said Agreement to be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

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

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

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:

**MANAGEMENT AND
ADMINISTRATIVE SERVICES AGREEMENT**

This Management and Administrative Services Agreement (the "Agreement"), made by and between the City of Huron (an Ohio chartered municipality, herein called "City"); and Huron Township (an Ohio township, herein called "Township"), is to EVIDENCE THAT:

WHEREAS the City requires the provision of certain management, consulting, administrative, and similar services to conduct its activities at the Scott Cemetery that is located on Erie County Permanent Parcel numbers 50-00367.001, 50-63013.000, 50-63012.000, 50-63014.000, 50-63015.000 (the "Cemetery"), which is owned in fee by that City pursuant to ORC §§759.02 and 759.03, which was formerly managed under a union formed pursuant to OCR §759.27, and which union has recently disbanded by unanimous consent pursuant to the authority of ORC §759.39; and

WHEREAS City and Township desire to effect a management and administrative services arrangement, as permitted by ORC §759.09, under the terms and conditions stated in this Agreement whereby the Township shall provide (or cause to be provided) and be exclusively responsible for all management, administrative and operational undertakings at the Cemetery, including but not limited to, all maintenance, repair, and replacements to the Cemetery, and all costs and expenses pertaining to the Cemetery and the property housing same, as if the Township were the owner of the Cemetery.

NOW, THEREFORE, in consideration of the foregoing statements and the mutual covenants and promises made in this Agreement and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), City and Township (herein collectively called the "Parties" and individually called a "Party") agree as follows:

1. Agreement Term.

The term of this Agreement (herein called the "Agreement Term") shall commence on July 15, 2025 and shall continue a minimum of five (5) years and shall continue thereafter unless and until terminated as provided in this Agreement.

2. Management and Administrative Services.

2.1 For purposes of this Agreement, the phrase "Management and Administrative Services" specifically includes (but is not limited to) full and complete control and management of all Cemetery-related operation and management services and exclusive responsibility for all management, administrative and operational undertakings at the Cemetery, including but not limited to all maintenance repair, and replacements to the Cemetery, and all costs and expenses pertaining to the Cemetery and the property housing same, at the Township's sole and exclusive cost and expense as if the Township were the owner of the Cemetery. The Township shall notify the City in writing prior to undertaking any and all capital repairs and replacements.

2.2 During the Agreement Term, the Township shall provide the City with all Cemetery-related Management and Administrative Services at the Township's sole and exclusive cost and expense.

2.3 If the City is not reasonably satisfied with the quality of Management and Administrative Services rendered by Township hereunder, the City may terminate the Agreement Term if

the Township does not cure the reason(s) for City's dissatisfaction within fourteen (14) days after the City provides the Township with written notice specifying such reasons.

2.4 The City shall cooperate with execution of documents that may be reasonably necessary to allow Township to provide Management and Administrative Services for the Cemetery during the Agreement Term, but the City shall be under no obligation to expend funds, pay claims or obligations, offer the City's credit, nor increase the City's indebtedness in any way directly or indirectly pertaining to this Agreement.

2.5 To the extent of insurance proceeds cover losses (save and excepting contractual disputes, which shall likewise be the sole obligation and liability of the Township), the Township hereby indemnifies and saves the City harmless from and against any and all actual or threatened actions, causes of action, liabilities, debts, obligations, costs, expenses, fines, penalties and other charges directly or indirectly arising from the Township's performance and rendering of the Management and Administrative Services, except as otherwise expressly provided herein. For avoidance of doubt, the Parties acknowledge and agree that the City shall have no liability whatsoever for Cemetery operations beyond any one or more liabilities that are germane to ownership of the Cemetery land. But for the inclusion of this Section 2.5, the City would not have entered into this Agreement.

2.6 Notwithstanding any contrary provision of this Agreement, the burial and cemetery charges and rates for residents of the City of Huron shall be identical to the cemetery charges and rates for residents of Huron Township throughout the term of this Agreement.

2.7 Notwithstanding any contrary provision of this Agreement, the Township shall provide the City with a bi-annual written update on (a) all financial aspects of the cemetery, and (b) cemetery operations overall.

2.8 The combined balance of funds held in all Scott Cemetery financial accounts is \$60,855.90 as of June 22, 2025 ("Starting Funds"), and if and when this Agreement is terminated, regardless of reason, the Township shall reimburse the City an amount equal to the Starting Funds plus the amount of any increase in the Consumer Price Index (All Consumers) between the commencement of the Agreement Term and the termination of the Agreement Term, regardless of reason and as reasonably determined by the City, which amount shall be paid to the City within fourteen (14) days of termination of this Agreement.

3. Fees and Other Charges for Management and Administrative Services.

During the Agreement Term, the Township shall charge the City no fees whatsoever for Management and Administrative Services rendered, all of which shall be rendered at the Township's sole and exclusive cost and expense.

4. Documents and Other Property.

Upon termination of this Agreement by either Party (for any reason and regardless of cause), City and Township shall immediately deliver to the other all the documents and other items of the other Party and as such Party may request.

5. Termination.

5.1 From and after the fifth (5th) annual anniversary of this Agreement, the Agreement Term may be terminated by either Party upon ninety (90) days written notice to the other Party, except as otherwise provided herein.

5.2 Notwithstanding any contrary provision herein, either Party may terminate the Agreement Term if the other Party breaches or violates this Agreement; provided, however, that the terminating Party shall first give the breaching Party written notice of such breach or violation and allow fourteen (14) days thereafter to correct the breach or violation before terminating this Agreement.

6. Miscellaneous.

6.1 This Agreement is intended to create a contractual arrangement between the Parties whereby the Township provides Management and Administrative Services to the City hereunder as an independent contractor. Therefore, this Agreement (and any provision hereof) shall not be deemed or construed to create an agency, partnership, fiduciary, employment or any other relationship between City and Township.

6.2 This Agreement constitutes the entire agreement between Township and City regarding the subject matter hereof. All prior or contemporaneous oral or other written agreements, negotiations, representations, and arrangements regarding the subject matter hereof are hereby merged into and superseded by this Agreement.

6.3 All provisions of this Agreement are severable and neither this Agreement nor any provision hereof shall be affected by the invalidity or inapplicability of any other provision of this Agreement.

6.4 For purposes of this Agreement, the singular includes the plural and vice-versa and the feminine, masculine and neuter include each other.

6.5 This Agreement may be amended, altered or changed only by a written document signed by both Parties and clearly designated as an amendment to this specific Agreement.

6.6 No course of dealing between the Parties, no waiver by either Party and no refusal or neglect of either Party to exercise any right hereunder or to enforce compliance with the terms of this Agreement shall constitute a waiver of any provision herein, unless such waiver is expressed in writing by the waiving Party and is clearly designated as a waiver to a specific provision(s) of this Agreement.

7. Jurisdiction and Venue.

7.1 This Agreement is signed, executed and consummated in the County of Erie, State of Ohio, and Ohio's laws shall govern all disputes, controversies and litigation arising hereunder.

7.2 City and Township hereby agree that exclusive venue for all disputes, controversies and litigation arising under this Agreement lies with the State Courts of Erie County, Ohio.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have set their hands as of the dates set forth below.

City of Huron

By: _____
Stuart Hamilton, Interim City Manager

Date: _____

Approved as to Form:

Todd A. Schrader, Esq., Law Director

Huron Township

By: _____
Gordon Hahn, Trustee

By: _____
Edward Wimmer, Trustee

By: _____
Ray Enderle, Trustee

Date: _____

Approved as to Form:
