



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, January 28, 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. Call to Order Public Hearing

Call to Order Public Hearing on Application of Tracy & Richard Ranchoff requesting amendment of the Turtle Bay Subdivision PUD Plat to reflect setback changes on Lot No. 126 (PPN: 42-00401.057)

I.a Roll Call

I.b Swear in Witnesses

I.c Witness Testimony

I.d Council motion to approve/amend/reject Turtle Bay Planned Residential Development's request to amend the Plat of the Turtle Bay Subdivision to reduce the south lot line setback on Lot No. 216 (Erie County PPN: 42-00401.057) from 25 feet to 10 feet.

I.e Adjourn Public Hearing

II. Call to Order Regular Meeting of Council

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 August 27, 2024 Council work session.

IV.b Minutes of the September 24, 2024 Council work session.

IV.c Minutes of the October 8, 2024 Council work session.

IV.d Minutes of the December 18, 2024 regular meeting of Council.

IV.e Minutes of the January 14, 2025 Council work session.

IV.f Minutes of the January 14, 2025 regular meeting of Council.

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. 2024-56 (**third and final reading**) (*submitted by Todd Schrader*)

An ordinance amending Chapter 1131 of the Huron Codified Ordinances to establish a new Section 1131.11 (Outdoor Lighting Regulations).

VIII. New Business

VIII.a Ordinance No. 2025-3 (**first 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.b Resolution No. 14-2025 (*submitted by Stuart Hamilton*)

A resolution accepting the proposal and entering into an agreement with Firelands Electric, Inc. for installation of two (2) sectionalizers and related conduit, one on Rye Beach Road and one on the south side of Sawmill Parkway, relating to the HPP Expansion Project in an amount not to exceed \$55,960.

VIII.c Resolution No. 15-2025 (*submitted by Stuart Hamilton*)

A resolution awarding the bid to PEPCO for procurement of switchgear relating to the Huron Public Power Expansion Project in an amount not to exceed \$710,780.

VIII.d Resolution No. 16-2025 (*submitted by Doug Steinwart*)

A resolution supporting the Ohio Commission for the United States Semiquincentennial (America250-OH)

VIII.e Amended Resolution No. 11-2025 (*submitted by Chief Terry Graham*)

An amended resolution authorizing a lease agreement with Statewide Emergency Products, LLC dba Statewide Municipal Leasing for the lease-purchase of two (2) new police cruisers (2025 Ford Explorer SUVs) for the Huron Police Department in an amount not to exceed \$140,316.00.

VIII.f Motion

Motion to set a Public Hearing on the Application of John Farschman for placement of farmland (PPN: 42-00449.000) in an agricultural district (O.R.C. Section 929.02) for Tuesday, February 25, 2025 at 6:30pm immediately preceding the regular Council meeting.

IX. City Manager's Discussion

X. Motion

Motion to formally name the green space recently acquired on Berlin Road.

XI. Mayor's Discussion

XII. For the Good of the Order

XIII. Executive Session(s)

XIV. Adjournment



TO: Chairman Boyle and Members of the Planning Commission
FROM: Christine Gibboney, Administrative Assistant
RE: Turtle Bay Condo Association- Amendment to R-3 PUD
DATE: December 18, 2024

Address: Lot 216 PPN 42-00401.057 Current Zoning: R-3 PUD

Owner/Applicant: Richard & Tracy Ranchoff

Subject Matter/Background

The owners are seeking to amend the rear yard setback regulation, approved within the Planned Development Plan of Turtle Bay, for a vacant lot they own within this R-3 PUD development.

The approved and recorded plat of Turtle Bay reflects front and rear yard setbacks of 25', the owners are seeking to reduce the rear yard setback on this one lot to a 10' rear yard setback due to the shape of the lot. The owner has the approval of the Turtle Bay Homeowners Association and the abutting property owner. (letters enclosed)

Land Use and Zoning

Residential Vacant Lot within the Turtle Bay Condo Development

Staff Analysis/ Recommendation:

Staff has pulled and reviewed records available for the Turtle Bay Condominium Planned Development. Being a Planned Development, approval through the Planning Commission and City Council was required. Ordinance 1999-12 was adopted by City Council on June 14, 1999 to approve this Planned Development Project. It appears there have been a couple of amendments to the PUD back in 2004 and 2005 relative to the number and type of units in the development- both were approved through the Planning Commission and City Council.

In this case, the owner of one lot (Lot 216, PPN 42-00401.057), and with approval of the HOA, is seeking to reduce the rear yard setback from 25' to 10'. This is a corner lot within the development, which has two "front" yard setbacks of 25', one side yard setback of 10', and the current rear yard setback of 25'. (Refer to existing Plat and the proposed lot plan).

Per the Auditor's site, the home on the abutting property looks to have a setback of approximately 14' from the property line. Note: This neighbor has submitted a letter of support.

Upon review and recommendation from the Planning Commission, the matter will be forwarded to Clerk of Council for a future public hearing at the City Council level.

Applicable Code Sections

1126.05 Planned Development Projects

Attachments:

Application & Plans

Letters from HOA & Neighbor

Planning Commission (PC)

Commercial Site Plan Application/Design Approval- Exterior/Design-Signage Only

DATE: 11/18/2024

Property Owner

Name: Tracy + Richard

Address: _____

Phone: 440-554-1047 - Tracy

Email: _____

RANCHOFF
1227 CLEVELAND RD. WEST
HURON, OH. 44839

440-554-1056-Richard ranchoff55@gmail.com

Applicant

Name: Tracy + Richard Ranchoff

Company/Business Name: _____

Mailing Address: _____

Phone: 440-554-1047 - Tracy 440-554-1056 - Richard

Email: _____

Ranchoff
1227 Cleveland Rd. W
Huron, OH 44839

ranchoff55@gmail.com

Location and Description of Project

Address: Turtle Bay Lot 216 County Parcel #: 42-00401.057

Existing Use: vacant parcel Acreage/Area of Site: _____

Proposed Use: _____ Lot # (if applicable): 216

Estimated Value of Project: _____ Total SF: _____

☐

New Construction

☐

Demolition

☐

Addition to Existing Structure

☒

Other: Amendment to PUD-Turtle Bay

ZONING & FLOOD ZONE DISTRICTS

Zoning District: PUD/R-3 (R-1 R-1A R-2 R-3 B-1 B-2 B-3 I-1 I-2 P-1 MU)

Flood Zone: X (A AE AO AH X-SHADED X)

Description of Project: seeking to Amend the southside
Setbacks From 25' to 10' on PPN 42-00401.057
and Lot #216 of Turtle Bay. this is within
the approved Planned Residential Development of
Turtle Bay.
(Please see Attached letter.)

SECTION 1. SITE PLAN APPROVAL *The application fee of \$150.00 and a complete site plan with following information must be included with this application and provided in a PDF format:

- ☒ Legal Survey or Plat
- ☐ Dimensions of the Lot/Property Lines
- ☐ Size and Location of the Existing Structure (if applicable)
- ☐ Size and Location of the Proposed Structure
- ☒ Front, Rear, and Side Setbacks of Existing Structure (if applicable)
- ☒ Front, Rear, and Side Setbacks of Proposed Structure
- ☐ Height of the Proposed Structure
- ☐ Location of Sidewalks, Driveways, Drive Aisles, Parking Areas (with markings),
- ☐ Fire Lanes Location of all utility connections and infrastructure
- ☐ Plan for any curb cut/apron connection to public street

***A complete drainage plan must be included for projects that result in grading, paving, site modification, or new construction.**

SECTION 2. DESIGN APPROVAL (EXTERIOR, LANDSCAPING, LIGHTING, SIGNAGE) *
The application fee of \$150.00 and complete plans to include the following information must be included with this application and provided in a PDF format.

- ☐ Photographs of Existing Conditions
- ☐ Elevations of Proposed Modifications
- ☐ Paint or Color Samples
- ☐ Exterior Building Material Samples
- ☐ Landscape Plan
- ☐ Exterior Lighting Plan
- ☐ Commercial Signage- Site Plan, Colored Elevations, Description of sign materials, Illumination specifications. Complete the table below:

Sign Type (circle)				Dimensions				
Sign #1:	Wall	Window	Other: <input type="text"/>	Height	Width	Display Area	Height (if ground)	
	Ground	Changeable Copy		X	=	sq. ft.	ft.	
Sign Type (circle)				Dimensions				
Sign #2:	Wall	Window	Other: <input type="text"/>	Height	Width	Display Area	Height (if ground)	
	Ground	Changeable Copy		X	=	sq. ft.	ft.	
Sign Type (circle)				Dimensions				
Sign #3:	Wall	Window	Other: <input type="text"/>	Height	Width	Display Area	Height (if ground)	
	Ground	Changeable Copy		X	=	sq. ft.	ft.	
Sign Type (circle)				Dimensions				
Sign #4:	Wall	Window	Other: <input type="text"/>	Height	Width	Display Area	Height (if ground)	
	Ground	Changeable Copy		X	=	sq. ft.	ft.	

SECTION 3. DESIGN APPROVAL (COMMERCIAL SIGNAGE ONLY) * The application fee of \$50.00 and complete plans to include the following information must be included with this application and provided in a PDF format.

___ Signage Site Plan with all setback dimensions

___ Rendering(s) of all signs with detail of dimensions, construction materials, graphics, illumination

Sign Type (circle)				Dimensions				
Sign #1:	Wall	Window	Other: <input type="text"/>	Height		Width	Display Area	Height (if ground)
	Ground	Changeable Copy			X	=	sq. ft.	ft.
Sign Type (circle)				Dimensions				
Sign #2:	Wall	Window	Other: <input type="text"/>	Height		Width	Display Area	Height (if ground)
	Ground	Changeable Copy			X	=	sq. ft.	ft.
Sign Type (circle)				Dimensions				
Sign #3:	Wall	Window	Other: <input type="text"/>	Height		Width	Display Area	Height (if ground)
	Ground	Changeable Copy			X	=	sq. ft.	ft.
Sign Type (circle)				Dimensions				
Sign #4:	Wall	Window	Other: <input type="text"/>	Height		Width	Display Area	Height (if ground)
	Ground	Changeable Copy			X	=	sq. ft.	ft.

PLEASE NOTE: Upon approval from the Planning Commission, your project may require Engineering Plan review and Storm Water/Erosion Control Plan review, associated fees will apply. Zoning and/or Building Permits may be required, associated permit fees will apply. All Contractors on your project must be registered with the City. Contact the Planning and Zoning Department with any questions: 419-433-5000 ext. 1302.

X I hereby certify that I am the owner of record of the named property or that the proposed work is authorized by the owner of record and/or I have been authorized to make this application as an authorized agent, and we agree to conform to all applicable laws, regulations, and ordinances. All information contained within this application and supplemental materials is true and accurate to the best of my knowledge and belief.

Applicant Signature: [Signature] Date: 11/18/2024

Owner Signature: [Signature] Date: 11/18/2024

For Departmental Use Only:

Date of Submission: 10/17/24

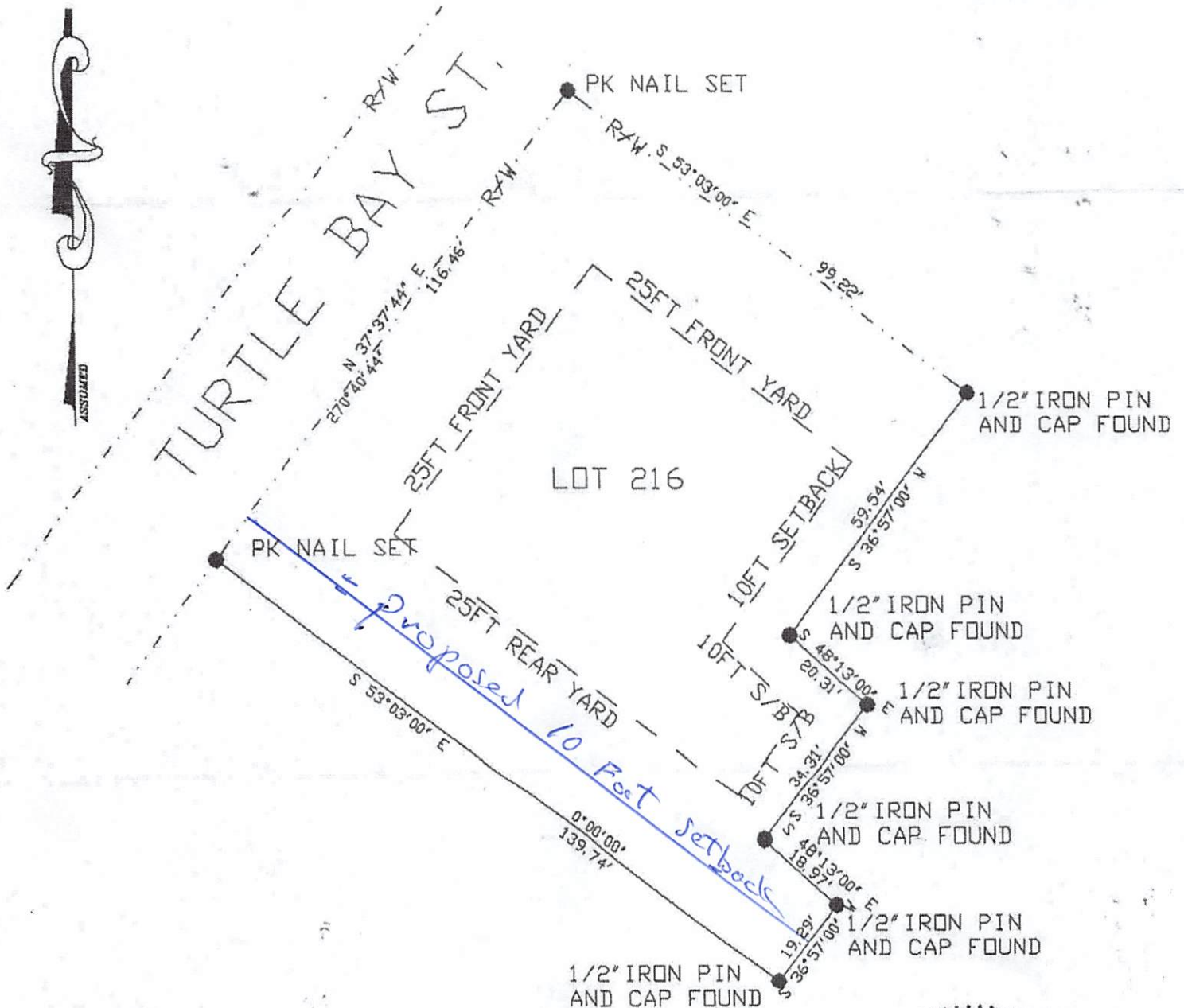
Application Fee: _____ PC Meeting Date: _____



Daniel E. Hartung Jr., PE, PS

RANCHOFF
1227 CLEVELAND RD W
HURON, OH 44839

346 North Main St. • P.O. Box 426 • Huron, OH 44839-0426
(419) 433-4321 • fax (419) 433-7879
hartungsurveyors@bex.net



MAP OF SURVEY
FOR
TRACY RANCHOFF

SUBLOT 216
PV 45 PG 11&12
ERIE COUNTY
JULY 2016

TURTLE BAY SUBDIVISION
CITY OF HURON
STATE OF OHIO
SCALE 1"=30'



Daniel E. Hartung Jr. 7/19/2016

Dear Planning Commission,

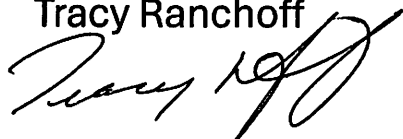
Tracy and Richard Ranchoff owners of lot 216 Turtle Bay
(PPN 42-00401.057) would like to change the south setback from
25 feet to 10 feet.

The reason for this is to give more options to build a house
obviously meeting all building code requirements. It would allow for
more space on the southside to expand the home. Also from a
different point of view could allow a backyard on the southside or
eastside of the house.

The Homeowners Association as well as the adjacent neighbor
have no issues with this change . (see enclosed letters)

Finally if you look at the plot plan of Turtle Bay it appears a line
was arbitrarily drawn thru lot 210, 211 and 216 by the developer. No
thought was given to the lot itself.

Thank you for your consideration.

Tracy Ranchoff


Richard Ranchoff

A handwritten signature in black ink, consisting of two stylized, cursive-like letters that appear to be 'R' and 'R'.

Turtle Bay Home Owners Association
Turtle Bay Subdivision
September 22, 2024

To whom it may concern:

The annual meeting of the Turtle Bay Home Owners Association was held on 09/21/2024 at the Huron Public Library.

Tracy and Richard Ranchoff ,owners of Lot 16 Turtle Bay, requested a variance to the lot such that the south setback be changed from 25 feet to 10 feet. (Please see plot plan). This will offer more options for construction of a new home.

A vote was taken at the meeting, and it was passed unanimously for the requested change.

Sincerely,

A handwritten signature in black ink, appearing to read "Vasu Pandrangi". The signature is fluid and cursive, with the first name "Vasu" and last name "Pandurangi" clearly distinguishable.

Vasu Pandrangi

President of Turtle Bay Home Owners Association

Turtle Bay HOA
Turtle Bay Subdivision
September 22, 2024

To whom it may concern:

Tracy and Richard Ranchoff, owners of lot 16 Turtle Bay, are requesting the south setback from 25 feet to 10 feet.

We fully agree to their request with no reservations.

Sincerely,

A handwritten signature in cursive script that reads "Sheri Ransom".

Sheri Ransom

A handwritten signature in cursive script that reads "Scott Ransom".

Scott Ransom

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TURTLE BAY SUBDIVISION**

Turtle Bay Limited Partnership, hereinafter called Declarant, is the owner in fee simple of certain real property located in Erie County, Ohio, described on the exhibit attached hereto and incorporated herein by reference, entitled "Legal Description Perimeter," that will constitute Turtle Bay Subdivision, for which a Plat of Subdivision has or will be filed in the Office of the Erie County Recorder, which plat identifies sixteen residential lots, numbered 201 through 216.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting such real property, declarant states that all of the real property described above, and each part thereof shall be held, sold, conveyed, and occupied only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in Turtle Bay Subdivision, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

1.1 "Access easement to the beach" shall mean the joint easement area extending to the beach along Lake Erie, created by agreement between Declarant and unit owners of the Turtle Bay Condominiums.

1.2. "Association" shall mean and refer to Turtle Bay Homeowners' Association, Inc., an Ohio not for profit corporation, its successors and assigns.

1.3. "Common area" shall mean all real property owned or to be owned by the association for the common use and enjoyment of the owners of lots in Turtle Bay Subdivision and Turtle Bay Condominium. The common area is shown on the Plat of Turtle Bay Subdivision, and is the land included in the area of the subdivision, excluding the sixteen residential lots, and consists of the following components or parts: (1) common frontage on Cleveland Road; (2) entry circle with waterfall; (3) main private road; (4) west private road; (5) breakwall; (6) beach;

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pond area; and (8) access easement to the beach. The legal description of the Common Area is contained in the exhibit attached hereto and incorporated herein by reference, entitled "Legal Description Common Area."

1.4 "Condominium" or "Turtle Bay Condominiums" means that condominium located in Erie County, Ohio near or adjacent to Turtle Bay Subdivision, for which a Declaration of Condominium Ownership, By-Law, and Drawings, and amendments thereto, have been filed with the Office of the Erie County Recorder, beginning at RN #200005320, Plat Volume 40, page 81.

1.5 "Declarant" means Turtle Bay Limited Partnership, its successors and assigns.

1.6 "Lot" shall mean one of the sixteen numbered lots indicated on the Plat of Turtle Bay Subdivision.

1.7 "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, lawns, entranceways, beaches, breakwaters, swimming pools and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

1.8 "Member" shall mean every person or entity who holds membership in the association.

1.9 "Mortgage" shall mean a conventional mortgage or a deed of trust.

1.11 "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

1.12 "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of Turtle Bay Subdivision.

ARTICLE II - MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

2.1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot. In the event one person or

entity owns more than one lot, such person or entity constitutes a number of owners equal to the number of lots owned.

2.2. The association shall have four trustees, three of which shall be elected by owners, and one of which shall be designated by the unit owners of Turtle Bay Condominiums.

2.3 The three trustees selected by lot owners shall be entitled to vote on all issues; the trustee selected by Condominium unit owners may attend meetings that pertain only to and may vote only on issues which relate to (1) common frontage on Cleveland Road; (2) entry circle with waterfall; (3) main private road; and (4) access easement to the beach.

2.4 Until such time as the association is formed and the common area is conveyed by Declarant to the association, all rights, duties, and obligations imposed by this Declaration on the association and its trustees shall be exercised and performed by Declarant, or Declarant's designee or successor.

ARTICLE III - ASSESSMENTS

3.1. Lien and personal obligation of assessments. Declarant covenants for each lot in Turtle Bay Subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be so expressed in the deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established by the trustees of the association and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

3. 2. Purpose of annual assessments. The annual assessments levied by the association shall be used exclusively for the improvement and maintenance of the common area. Annual

assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common area, including improvements thereon.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area.
- (c) Acquisition of furnishings and equipment for maintenance of the common area as may be determined by the association, including, but not limited to, security gating at the main entrance.
- (d) Maintenance and repair of storm drains, sanitary sewers, and private streets within the confines of the common area that are not dedicated to and accepted by any public agency.
- (e) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.
- (f) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the association.
- (g) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.
- (h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners or unit owners of Turtle Bay Condominiums, or for the enforcement of these restrictions.

3.3. Allocation of expenses among benefitted parties. The expenses incurred by the association shall be allocated among owners of lots in Turtle Bay Subdivision and the unit owners association for Turtle Bay Condominiums as follows:

(a) Expenses related to the common frontage on Cleveland Road, entry circle with waterfall, main private road and the access easement to the beach shall be divided between lot owners and the condominium's owners association. There are twelve residential condominium units and there are sixteen lots in the subdivision. Such division of expenses shall be as follows: 12/28 to be paid by the condominium owners association as a common expense for the benefit of the condominium unit owners, and 16/28 to be paid by lot owners in the subdivision, 1/28 each. Expenses related to structural damage to the road and access easement due to the passage of heavy equipment at the time of new construction in the subdivision shall be paid entirely by lot owners, and not by the condominium's owners association. Turtle Bay Homeowners' Association, Inc. will have the right to pursue damages against the entity or person causing such damage.

(b) The expenses associated with the west private road, breakwall, pond area, beach and access easement to the beach shall be divided equally among all subdivision lots owners, except in the event capital improvements must be made to the breakwall (as opposed to normal maintenance and replacement) due, for example, to changes in shape or height required by revised or new regulations, the costs of same shall be divided such that the lots on the lakefront (lots 201 through 205) will be assessed three times the amount assessed the other lots in the subdivision.

(c) If annual assessments are payable monthly and during a year lots are sold that require a change in the allocation of expense between lot owners and condominium unit owners, the assessments that otherwise would have been charged for the balance of the year will be adjusted to reallocate the expense under (a) above, taking in account changes in percentages due to additional lots being conveyed and to have the newly conveyed lot share expense for the balance of the year.

3.4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto.

3.5. Commencement and collection of annual assessments. The annual assessments provided for herein shall commence on the first day of the month following the filing of the Plat of Turtle Bay Subdivision. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of trustees shall fix the amount of the annual assessment against each lot at least fifteen days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessment against a specific lot has been paid.

3.6. Effect of nonpayment of lot owner assessments; remedies of the association. Any assessment not paid within fifteen days after the due date shall be deemed in default and shall bear interest from the due date at the rate of fifteen (15%) percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of the owner's lot.

3.7. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

3.8 Recording notice of lien. The Association shall have a perpetual lien upon each of the lots to secure payment of the assessments due from the owner of each lot, plus interest as provided above, plus costs of collection, and each such assessment shall also be the personal obligation of the owner of each lot at the time when the assessment fell due. Each assessment shall become a lien against the lot for which it is to be paid on the first day of the month on which it is due. In default of the payment of any assessment within sixty (60) days of its due date, the lien for said charge may be recorded against the lot for which the assessment remains unpaid by filing in the office of the Recorder of Erie County, Ohio, an "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Recorder:

Notice of Lien

Notice is hereby given that Turtle Bay Homeowners' Association, Inc. claims a lien for unpaid assessments for the months of _____ in the amount of \$ _____ against the following described premises:

(insert legal description)

Turtle Bay Homeowners' Association, Inc., by:

President

State of Ohio, Erie County, SS:

The foregoing instrument was acknowledged before me _____ by _____, the president of Turtle Bay Homeowners' Association, Inc., on behalf of said corporation.

Notary Public

This instrument prepared by _____

In the event any of said assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to record and have and enforce against each defaulting lot a lien for all interest due thereon plus its costs and expenses in that behalf, including title expense, court costs, attorney fees and disbursements. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or

abandonment of his lot. Lot owners shall notify the Association in writing at least ten days prior to the sale or transfer of a lot, and provide the name and mailing address of the new owner.

ARTICLE IV - PROPERTY RIGHTS

4.1. **Owner's Easements of Enjoyment.** Every owner of a lot shall have a right and easement of enjoyment in and to the common area, which right shall be appurtenant to and shall pass with the title to such lot.

4.2. **Other Easements.**

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the Turtle Bay Subdivision Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind other than small shed at end of west road shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

4.3. **Right of Entry.** The association, through its authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

4.4. **No Partition.** There shall be no judicial partition of the common area, nor shall declarant, or any owner or any other person acquiring any interest in the Project Site or any part

thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

ARTICLE V - USE RESTRICTIONS AND REQUIREMENTS

5.1. Each lot shall be used as a residence for a single family home and garage and for no other purpose. Outbuildings are not allowed.

5.2. No business of any kind shall be conducted on any residence with the exception of the business activities of declarant and the transferees of declarant reasonably necessary in initially developing and selling all of the lots, and any business conducted within a residence home without involving any clients or customers coming to the residence or lot.

5.3. No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 11.

5.4. No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the association, except customary name and address signs.

5.5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, not more than two dogs, two cats, and other household pets may be kept, so long as they are not kept, bred, or maintained for commercial purposes, and they are maintained within the residence structure. No outside dog runs are allowed.

5.6. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

5.7. No fence, hedge, wall, or other dividing instrumentality over three feet in height measured from the ground on which it stands shall be constructed or maintained on any lot, except if required by local law, fences are permitted around in ground pools and hot tubs, and fences are permitted along the east boundaries of Lots 214 and 215, and the west boundaries of Lots 207 and 208.

5.8. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently.

5.9. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association.

5.10 No above ground pools or hot tubs are permitted. Inground pools and hot tubs are permitted.

5.11 There shall be no outside storage of boat trailers, boats, campers or other trailers, other than for not more than twelve hours for purposes of loading or unloading.

5.12 Motor vehicles shall not be placed on blocks, and all motor vehicles must be operable and licensed.

5.13. Satellite dishes shall not be permitted on any lot or structure unless approved by the Architectural Control Committee, to the extent such restriction is allowed under federal or local law.

5.14 Nothing shall be constructed, and no trees shall be permitted or planted, within the north thirty feet of the sixty foot setback along the north side of Lots 201 through 207, inclusive.

5.15 All setbacks shown on the Plat of Turtle Bay Subdivison shall be observed and nothing shall be constructed therein.

5.16 The minimum size for residences on Lots 201 through 205 is 3,000square feet, exclusive of garage; for other lots it is 2,000 square feet, exclusive of garage.

5.17 Construction of residential buildings on a lot, or exterior remodeling of existing buildings must be completed within twelve months of its commencement. Upon completion of initial construction, the entire lot other than portions occupied by structures shall be landscaped according to plans approved by the Architectural Control Committee. All lots shall be cleared within six months of initial conveyance, and if construction is not then commenced, shall be seeded with grass and mowed regularly, except border areas along the south and west borders of the subdivision may be left in their natural state.

ARTICLE VI - OWNERS' OBLIGATION TO REPAIR OR REBUILD

6.1 Each owner of a residence shall, at such owner's sole cost and expense, repair such owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

6.2 If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three months after the damage occurs, and shall be completed within six months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE VII - MODIFICATIONS TO PROTECT MARKETABILITY

7.1 In the event declarant determines any of the provisions of this declaration materially adversely affects the ability of owners to obtain financing from institutions that otherwise customarily make loans to finance the construction or purchase of any improvement on the subdivision, declarant may file an amendment to this declaration to remove such adverse affects.

ARTICLE VIII - APPROVAL OF PLANS

8.1 Declarant, its successors and assigns, is hereby established as the Architectural Control Committee to which detailed drawings, plans and specifications (the "Plans") for structures and other improvements (including but not limited to basements, swimming pools, tennis courts, fences, walls, bridges, dams, driveways, hedges and other enclosures, and satellite dishes and similar devices) and the name, address and phone number of the proposed contractor to execute the work must be submitted for examination and approval before any erection or improvement shall be made upon any residential lot and before addition, changes or alterations may be made to any structure or other improvement then situated on a residential lot. The Plans shall show the size, location, type, architectural design, quality, use, material construction, color scheme and grading plan for the residential lot and the finished grade elevation thereof and shall be prepared by a competent architect or draftsman. The Plans must be furnished to the

Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. Declarant hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said right and duties as the Architectural Control Committee from time to time and for such periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument evidencing the fact of such assignment or relinquishment, signed by the Declarant or by its successors and assigns, is filed for record with the Recorder of Erie County, Ohio.

8.2 In requiring submission of the Plans and identity of contractor as herein set forth, Declarant contemplates the development of the subdivision as an architecturally harmonious and desirable residential subdivision. In approving or withholding its approval of any Plans or contractor so submitted, the Architectural Control Committee may consider the appropriateness of the contemplated improvement in relation to improvements on contiguous or adjacent residential lots, its artistic and architectural merits, its adaptability to the residential lot on which it is proposed to be constructed, the experience and reputation of the contractor, and such other matters as may be deemed to be in the interest and benefit of the owners of residential lots in the subdivision as a whole.

8.3 Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

8.4 The Architectural Control Committee shall have the sole and exclusive right to establish grades, slopes and elevations of residential lots and to fix the grade and elevation at which any structure or residence dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of the subdivision.

8.5 Before construction or remodelling begins, in addition to approval by the Architectural Control Committee, the work must be approved by the building department of the City of Huron, and, if applicable, the Ohio Department of Natural Resources, Office of Coastal Management.

8.6 In all instances where Plans are submitted to and approved by the Architectural Control Committee, if, subsequent to receiving such approval, there shall be any variance from the approved Plans in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of the Declaration.

ARTICLE IX - GENERAL PROVISIONS

9.1. Enforcement. Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event any court of competent jurisdiction finds a lot owner to have violated these covenants, condition and restrictions, the court may in addition to any other remedy order the offender to pay the reasonable attorney fees and expenses of the party bringing the action against the offender.

9.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9.3. Amendments. Unless otherwise provided herein, covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than the owners of twelve (12) subdivision lots.

9.4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Project Site or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

9.5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member

thereof for a period of fifty years from the date hereof, and thereafter shall continue automatically in effect for additional periods of twenty years, unless otherwise agreed to in writing by the then owners of at least three-quarters of the lots.

9.6 Each grantee of Declarant, by acceptance of a deed of conveyance, accepts the same subject to rules, regulations, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Declarant and the Association and its trustees, as the case may be, created or reserved by this Declaration or by the Plat of Subdivision of Turtle Bay Subdivision, and the same shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as if the provision of the Declaration were recited and stipulated in each and every deed of conveyance.

Executed the 11th day of October, 2004.

In the presence of:

Turtle Bay Limited Partnership, by and through its sole General Partner Lake Shore Ltd., by:

Richard Blitzer

Gregory L. Hill
Gregory L. Hill, its Managing Member

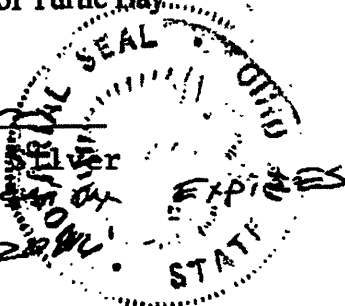
Alicia Hollinger

State of Ohio, ERIE County, SS:

The foregoing instrument was acknowledged before me 10/10/04, 2004, by Gregory L. Hill, as Managing Member of Lake Shore Ltd., sole General Partner of Turtle Bay Limited Partnership, on behalf of said Turtle Bay Limited Partnership.

James T. Silver
Notary Public James T. Silver
MY COMMISSION EXPIRES
MAY 22, 2004

This Instrument prepared by Ronald J. Mayle, Attorney



**Legal Description Common Area
(Revised Oct. 13, 2004)**

Being a parcel of land located in part of original Lots 33 and 34, Section 1, Huron Township, City of Huron, Erie County, Ohio and being more particularly described as follows;

Beginning at a P.K. nail on the centerline of Cleveland Road West where the same intersects the southerly continuation of the easterly line of B. E. Taylor's Subdivision, as recorded in Plat Book 6, Page 6 of the Erie County Plat Records.

- 1. Thence North 00° 00' 00" West along the southerly continuation of, and the easterly line of said B. E. Taylor's Subdivision, a distance of 73.76 feet to a point;**
- 2. Thence South 48° 13' 00" East parallel with the centerline of Cleveland Road West, a distance of 236.98 feet to a point;**
- 3. Thence northeasterly along an arc of a curve to the right having a central angle of 35° 11' 42", a radius of 106.75 feet, a chord of 64.54 feet, bearing North 77° 28' 38" East, an arc distance of 65.57 feet to a point;**
- 4. Thence South 81° 06' 46" East, a distance of 10.00 feet to a point;**
- 5. Thence northeasterly along an arc of a curve to the left having a central angle of 61° 56' 14", a radius of 50.00 feet, a chord of 51.46 feet, bearing North 67° 55' 07" East, an arc distance of 54.05 feet to a point;**
- 6. Thence North 36° 57' 00" East, a distance of 215.08 feet to a point;**
- 7. Thence northerly along an arc of a curve to the left having a central angle of 87° 22' 00", a radius of 25.00 feet, a chord of 34.53 feet, bearing North 06° 44' 00" West, an arc distance of 38.12 feet to a point;**
- 8. Thence North 50° 25' 00" West, a distance of 170.45 feet to a point;**
- 9. Thence westerly along an arc of a curve to the left, having a central angle of 39° 45' 16", a radius of 76.00 feet, a chord of 51.68 feet, bearing North 70° 17' 38" West, an arc distance of 52.73 feet to a point;**
- 10. Thence South 89° 49' 44" West, a distance of 132.50 feet to a point;**
- 11. Thence South 44° 49' 44" West, a distance of 35.36 feet to a point;**
- 12. Thence South 89° 49' 44" West, a distance of 15.00 feet to a point;**
- 13. Thence North 45° 10' 16" West, a distance of 35.36 feet to a point;**

14. Thence South 89° 49' 44" West, a distance of 45.00 feet to a point on the easterly line of lands now or formerly owned by Ara Lou Waldock, Trustee, as recorded in RN 200008101 of the Erie County Deed Records;
15. Thence North 00° 00' 00" West along the easterly line of said Waldock's land, a distance of 24.00 feet to a point;
16. Thence North 89° 49' 44" East, a distance of 242.43 feet to a point;
17. Thence easterly along an arc of a curve to the right having a central angle of 39° 45' 16", a radius of 100.00 feet, a chord of 68.00 feet, being South 70° 17' 38" East, an arc distance of 69.38 feet to a point;
18. Thence South 50° 25' 00" East, a distance of 240.97 feet to a point;
19. Thence North 64° 53' 11" East, a distance of 25.60 feet to a point;
20. Thence North 29° 38' 12" East, a distance of 179.56 feet to a point;
21. Thence North 50° 25' 00" West, a distance of 365.25 feet to a point;
22. Thence South 39° 35' 00" West, a distance of 10.00 feet to a point;
23. Thence North 50° 25' 00" West, a distance of 108.00 feet to a point;
24. Thence South 49° 18' 23" West, a distance of 156.53 feet to a point;
25. Thence North 90° 00' 00" West, a distance of 114.35 feet to point on the easterly line of lands now or formerly owned by Ara Lou Waldock, Trustee, as recorded in RN 200008101 of the Erie County Deed Records;
26. Thence North 00° 00' 00" West along the easterly line of said Waldock's land and the easterly line of B. E. Taylor's Subdivision, as recorded in Plat Book 6, Page 6 of the Erie County Plat Records, a distance of 183.73 feet to a point at the most southerly corner of lands now or formerly owned by Jason C. and Amy S. Cobleigh, as recorded in RN 200213608 of the Erie County Deed Records;
27. Thence North 89° 01' 27" East along the southerly line of said Cobleigh's land, a distance of 27.11 feet to a point;
28. Thence North 78° 27' 48" East continuing along the southerly line of said Cobleigh's land, a distance of 29.67 feet to a point;
29. Thence South 84° 15' 03" East continuing along the southerly line of said Cobleigh's land and the southerly line of lands now or formerly owned by Richard and Sue E. Herman, as recorded in RN 200104831 of the Erie County Deed Records, a distance of 66.13 feet to a point;

30. Thence South 59° 44' 41" East along a southwesterly line of said Herman's land, a distance of 27.50 feet to a point;
 31. Thence North 54° 30' 12" East along a southeasterly line of said Herman's and, a distance of 41.08 feet to a point;
 32. Thence South 66° 24' 31" East along a southwesterly line of said Herman's land, a distance of 86.42 feet to a point at the most southerly corner of lands now or formerly owned by Richard and Sue E. Herman as recorded in Volume 526, Page 985 of the Erie County Deed Records;
 33. Thence North 40° 05' 01" East along the southeasterly line of said Herman's land, a distance of 36.90 feet to the approximate shore line of Lake Erie as found in October, 1994;
- Thence along the approximate shore line of Lake Erie as found in October, 1994 for the following six (6) courses;
34. Thence South 20° 39' 24" East, a distance of 25.47 feet to a point;
 35. Thence South 40° 07' 52" East, a distance of 101.33 feet to a point;
 36. Thence South 48° 25' 40" East, a distance of 89.60 feet to a point;
 37. Thence South 46° 24' 24" East, a distance of 98.65 feet to a point;
 38. Thence South 50° 46' 23" East, a distance of 103.90 feet to a point;
 39. Thence South 51° 58' 29" East, a distance of 77.57 feet to a point at the most northerly corner of the Second Amendment to Turtle Bay Condominium, Building 100, as recorded in RN 200110575 of the Erie County Deed Records;
 40. Thence South 29° 38' 12" West along the northwesterly line of said Second Amendment and a northwesterly line of Turtle Bay Condominium, Building 100, as recorded in Plat Volume 40, Page 81 of the Erie County Plat Records, a distance of 247.00 feet to point;
 41. Thence South 60° 21' 48" East along a southwesterly line of said Turtle Bay Condominium, Building 100, a distance of 79.64 feet to a point;
 42. Thence South 36° 57' 00" West along a northwesterly line of said Turtle Bay Condominium. Building 100, a distance of 62.24 feet to a point at the most easterly corner of the First Amendment to Turtle Bay Condominium, Building 100, as recorded in Volume 42, Page 14 of the Erie County Plat Records;

43. Thence North $60^{\circ} 21' 48''$ West along the northeasterly line of said First Amendment, a distance of 20.40 feet to a point;
44. Thence North $36^{\circ} 57' 00''$ East, a distance of 12.61 feet to a point;
45. Thence North $53^{\circ} 03' 00''$ West, a distance of 99.22 feet to a point;
46. Thence South $37^{\circ} 37' 51''$ West, a distance of 244.12 feet to a point;
47. Thence southwesterly along an arc of a curve to the left having a central angle of $40^{\circ} 32' 39''$, a radius of 75.00 feet, a chord of 51.97 feet, bearing South $17^{\circ} 21' 32''$ West, an arc distance of 53.07 feet to a point;
48. Thence southwesterly along an arc of a curve to the right having a central angle of $28^{\circ} 34' 08''$, a radius of 90.00 feet, a chord of 44.41 feet, bearing South $11^{\circ} 22' 16''$ West, an arc distance of 44.88 feet to a point;
49. Thence South $48^{\circ} 13' 00''$ East, a distance of 105.03 feet to a point on the northwesterly line of lands now or formerly owned by Bruce W. Eaken, Jr. and Janet E. Narton, Trustees, as recorded in Official Records Volume 88, Page 853 of the Erie County Deed Records;
50. Thence South $36^{\circ} 57' 00''$ West along the northwesterly line of said Eaken and Narton lands, a distance of 55.20 feet to a mag nail set on the centerline of Cleveland Road West;
51. Thence North $48^{\circ} 13' 00''$ West along the centerline of Cleveland Road West, a distance of 440.61 feet to the place of beginning and containing 2.9255 acres of land.

Bearing are assumed and used to indicate angles only.

Legal Description Perimeter

Being a parcel of land located in part of Original Lots 33 and 34, Section 1, Huron Township, City of Huron, Erie County, Ohio and being more particularly described as follows;

Beginning at a P.K. nail on the centerline of Cleveland Road West where the same intersects the southerly continuation of the easterly line of B. E. Taylor's Subdivision, as recorded in Plat Book 6, Page 6 of the Erie County Plat Records.

1. Thence North 00° 00' 00" West along the southerly continuation of, and the easterly line of said B. E. Taylor's Subdivision, a distance of 669.83 feet to the most southerly corner of lands now or formerly owned by Jason C. and Amy S. Cobleigh, as recorded in RN 200213608 of the Erie County Deed Records;
2. Thence North 89° 01' 27" East along the southerly line of said Cobleigh's land, a distance of 27.11 feet to a point;
3. Thence North 78° 27' 48" East continuing along the southerly line of said Cobleigh's land, a distance of 29.67 feet to a point;
4. Thence South 84° 15' 03" East continuing along the southerly line of said Cobleigh's land and the southerly line of lands now or formerly owned by Richard and Sue E. Herman, as recorded in RN 200104831 of the Erie County Deed Records, a distance of 66.13 feet to a point;
5. Thence South 59° 44' 41" East along a southwesterly line of said Herman's land, a distance of 27.50 feet to a point;
6. Thence North 54° 30' 12" East along a southeasterly line of said Herman's land, a distance of 41.08 feet to a point;
7. Thence South 66° 24' 31" East along a southwesterly line of said Herman's land, a distance of 86.42 feet to a point at the most southerly corner of lands now or formerly owned by Richard and Sue E. Herman, as recorded in Volume 526, Page 985 of the Erie County Deed Records;
8. Thence North 40° 05' 01" East along the southeasterly line of said Herman's land, a distance of 36.90 feet to the approximate shore line of Lake Erie as found in October, 1994;

Thence along the approximate shore line of Lake Erie as found in October, 1994 for the following six (6) courses;

9. Thence South 20° 39' 24" East, a distance of 25.47 feet to a point;
10. Thence South 40° 07' 52" East, a distance of 101.33 feet to a point;
11. Thence South 48° 25' 40" East, a distance of 89.60 feet to a point;
12. Thence South 46° 24' 24" East, a distance of 98.65 feet to a point;
13. Thence South 50° 46' 23" East, a distance of 103.90 feet to a point;
14. Thence South 51° 58' 29" East, a distance of 77.57 feet to a point at the most northerly corner of the Second Amendment to Turtle Bay Condominium, Building 100, as recorded in RN 200110575 of the Erie County Deed Records;

15. Thence South 29° 38' 12" West along the northwesterly line of said Second Amendment and a northwesterly line of Turtle Bay Condominium, Building 100, as recorded in Plat Volume 40, Page 81 of the Erie County Plat Records, a distance of 247.00 feet to point;
16. Thence South 60° 21' 48" East along a southwesterly line of said Turtle Bay Condominium, Building 100, a distance of 79.64 feet to a point;
17. Thence South 36° 57' 00" West along a northwesterly line of said Turtle Bay Condominium, Building 100, a distance of 62.24 feet to a point at the most easterly corner of the First Amendment to Turtle Bay Condominium, Building 100, as recorded in Volume 42, Page 14 of the Erie County Plat Records;
18. Thence North 60° 21' 48" West along the northeasterly line of said First Amendment, a distance of 20.40 feet to a point;
19. Thence South 36° 57' 00" West along the northwesterly line of said First Amendment, a distance of 46.93 feet to a point;
20. Thence South 48° 13' 00" East along the southwesterly line of said First Amendment, a distance of 20.31 to a point at the most southerly corner of said First Amendment;
21. Thence South 36° 57' 00" West continuing along northwesterly line of said Turtle Bay Condominium, Building 100, a distance of 34.31 feet to a point at the most westerly corner of said Turtle Bay Condominium, Building 100;
22. Thence South 48° 13' 00" East along the southwesterly line of said Turtle Bay Condominium, Building 100, a distance of 18.97 feet to a point at the most northerly corner of lands now or formerly owned by Bruce W. Eaken, Jr. and Janet E. Narton, Trustees, as recorded in Official Records Volume 88, Page 853 of the Erie County Deed Records;
23. Thence South 36° 57' 00" West along the northwesterly line of said Eaken and Narton lands, a distance of 300.00 feet a mag nail set on the centerline of Cleveland Road West, a the most westerly corner of said Eaken and Narton lands;
24. Thence North 48° 13' 00" West along the centerline of Cleveland Road West, a distance of 440.61 feet to the principal place of beginning and containing 9.5280 acres of land, but subject to all legal highways, easements and restrictions of record.

Bearings are assumed and used to indicate angles only.





TO: Mayor Tapp and City Council
FROM: Terri Welkener , Clerk of Council
RE: Ordinance No. 2024-56 (**third and final reading**) (*submitted by Todd Schrader*)
DATE: January 28, 2025

Subject Matter/Background

Ordinance No. 2024-56 establishes a new Section 1131.11 (Outdoor Lighting Regulations) that will address both existing and new outdoor lighting on residential properties. Its purpose is to address reported issues of light trespass and is not intended to regulate existing exterior fixtures.

The ordinance requires that all new and existing outdoor light fixtures installed and maintained on residential properties:

- shall not be directed at the property of another or unreasonably shine, glare, reflect or project light onto the property of another;
- an outdoor light fixture that is not shielded shall be turned off between the hours of 9pm and sunrise, except when used for security purposes or to illuminate private walkways, roads or driveways, in which case such fixture shall be equipped with a motion detector for activation and deactivation;
- the use of flashing, rotating, or moving outdoor light fixtures are prohibited, except for an outdoor light fixture used as a holiday light display (limited to 0-260 lumens).
- all new outdoor light fixtures installed after the effective date of this Ordinance shall be fully shielded.

This ordinance would NOT apply to:

- an outdoor light fixture of 1-260 lumens (does not have to be shielded);
- an outdoor light fixture of 261-1000 lumens must be at least partially shielded (opaque top and translucent sides, provided its light source is not visible);
- an outdoor light fixture used predominantly for lighting objects (facades, landscaping, displays and statuary, which shall be installed and aimed as to inhibit light projecting past the light being illuminated).

A redline markup of Chapter 1131 is attached hereto as Exhibit 1, and the Planning Commission Staff Report is attached hereto as Exhibit 2.

There have been no changes to this legislation since its first reading on December 18, 2024.

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 Ordinance No. 2024-56 on its third and final reading is in order.

[Ordinance No. 2024-56 Exh 1 REDLINE Light Trespass Chapter 1131 New Section 1131.11.pdf](#)

[Ordinance_No._2024-56_Exh_2_Planning_Commission_Staff_Report_Recommendation_to_Council.pdf](#)

CHAPTER 1131 Landscape Requirements

- [1131.01](#) Purpose.
- [1131.02](#) Landscape plan requirements.
- [1131.03](#) Selection, installation and maintenance of plant materials.
- [1131.04](#) General landscape design standards.
- [1131.05](#) Parking lot landscaping.
- [1131.06](#) Buffer yards.
- [1131.07](#) Screening requirements.
- [1131.08](#) Tree preservation.
- [1131.09](#) Approval process for required landscaping, fences and walls.
- [1131.10](#) Flexibility.

1131.11 Outdoor Lighting Regulations.

[Appendix A](#) - Buffer Yard Requirements.

CROSS REFERENCES

- Conformance with Performance Standards - see P. & Z. Chap. [1121.06](#)
- Nonconformity - see P. & Z. Chap [1121.07](#)
- Residence Districts - see P. & Z. Chap. [1123](#)
- Non-residence Districts - see P. & Z. Chap. [1125](#)
- Mixed-use Districts - see P. & Z. Chap. [1127](#)
- Sign Regulations - see P. & Z. Chap. [1131](#)
- Off-street Parking and Loading Regulations - see P. & Z. Chap. [1133](#)

1131.11 OUTDOOR LIGHTING REGULATIONS.

(a) Definitions.

- (1) "Light Source" means a component that produces light, including a light bulb.
- (2) "Light Fixture" means an assembly including a light source and a housing or other structure that holds the light source.
- (3) "Fully Shielded" means a quality of a light fixture where light emitted therefrom is projected below the horizontal plane.

(b) Purpose.

The purpose of this Section is to regulate the selection, installation, configuration, placement, and use of outdoor light fixtures to inhibit light projected from an outdoor light fixture from unreasonably shining, glaring, reflecting, or projecting onto the property of another ("Light Trespass").

(c) General Requirements.

- (1) New and Existing Outdoor Light Fixtures. All new and existing outdoor light fixtures installed and maintained upon residential properties are subject to the following requirements:

- A. An outdoor light fixture shall not be directed at the property of another or unreasonably shine, glare, reflect or project light onto the property of another.
- B. An outdoor light fixture that is not fully shielded shall be turned off between 9:00 p.m. Eastern Standard Time and sunrise, except when used for security or aesthetic purposes or to illuminate private walkways, roads or driveways, in which case such outdoor light fixture shall be equipped with a motion sensor for activation and deactivation.
- C. The use of flashing, rotating, or moving outdoor light fixtures is prohibited, except for an outdoor light fixture used as holiday light displays where each light source of such outdoor light fixture has an output of 0-260 lumens.
- D. Light trespass shall be reduced to the maximum extent feasible, and it is encouraged to project light from an outdoor light fixture downward (rather than upward or horizontal) with the intention of projecting light on the ground, and if needed to comply with this Ordinance, by using adequate shielding of light fixtures, motion sensors, light sensors, or timers.

- (2) New Outdoor Light Fixtures. All new outdoor light fixtures installed after the effective date of this Ordinance and thereafter maintained on residential property shall be fully shielded, are subject to the following requirements:

- A. An outdoor light fixture shall be fully shielded.
- B. An outdoor light fixture shall not be aimed more than 45 degrees from straight down.

(d) Exceptions.

Commented [MW1]: I removed this so that only security lights can be on after 9pm, and all other lights are off during these times.

Commented [ML2]: Are Christmas lights distinguished from this? An exception?

Commented [MW3R2]: This should address Christmas lights.

Formatted: Indent: Left: 1.25", No bullets or numbering

Commented [ML4]: If the light is fully shielded, what do we care about the angle? Item A seems to be a catch all in my opinion.

Commented [MW5R4]: Good point. 2A is now incorporated into 2. 2B now removed.

D-R-A-F-T

(+) The requirements of Section (c)(2)(A) for new outdoor light fixtures do not apply to the following:

A.(1) An outdoor light fixture where each light source of such outdoor light fixture has having a maximum output of 0-260 lumens, which may be unshielded. xx[Matt Waters comment: with reference to incandescent lights, the wattage = lumens/15. This is equivalent to about 0-17.33 watts. Christmas light bulbs are about 7 watts. I got this lumen range from another city's ordinance. This also means the lights can be unshielded, and thus you will see the light source. However since section (c)(1)A still applies, they still can't direct the lights at the property of another or unreasonably shine, glare, reflect or project light onto the property of another]xx

B.(2) An outdoor light fixture where each light source of such outdoor light fixture has having a maximum output of 261-1000 lumens xx[Matt Waters comment: equivalent to about 17.33-66.66 watt incandescent]xx, which shall be at least partially shielded by having an opaque top and translucent sides, provided its light source is not visible.

(2)(3) The requirements of Section (c)(2)(B) do not apply to an outdoor light fixture used predominantly for lighting objects including but not limited to facades, landscaping, fountains, displays and statuary, which shall be so installed and aimed as to inhibit light projecting past the object being illuminated.

(c) In addition to the requirements set forth herein, an outdoor light fixture shall be installed in conformity with all other applicable provisions of the codified Ordinances of the City of Huron, Ohio.

xx[Todd Schrader to Matt Waters: Can you please check Ordinances – it is my understanding that commercial/zoning codes already prohibit light being cast upon residential areas just to make sure nothing more needs to be added here (maybe a cross reference to the commercial sections for posterity

xx[Matt Waters comment: Here is what I found:]xx

- A. 1125.06(b)(4) - P-1 Off-Street Parking District: "All lighting used to illuminate an off-street parking area shall be arranged so as to reflect the light away from adjoining premises in any R District."
- B. 1126.15(d)(6) - Self-Service Storage and Mini-Storage; Lighting: "All lights shall be shielded to direct light onto the established buildings and away from adjacent property, but may be of sufficient intensity to discourage vandalism and theft. All lights shall be mounted at a height not exceeding that of the building."
- C. 1126.17 REGULATIONS FOR INDUSTRIAL GREENHOUSES. This is a comprehensive ordinance dealing with indoor greenhouse lighting and has many definitions relating to the shielding, lumens, etc., and requires the submission of lighting plans to city manager.
- D. 1127.05(a)(4) - Mixed Use District - DEVELOPMENT STANDARDS AND CRITERIA: "Off-street Parking. The layout of parking areas, service areas, and related entrances, exits, signs,

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Commented [MW6]: Added to take into account fixtures, such as Christmas string lights, that have multiple bulbs each less than 260 lumens, but in aggregate would be more than 260 lumens.

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Commented [ML7]: Looks like this might address my concern on holiday lights.

Commented [MW8R7]: This only addresses Christmas lights not needing to be fully shielded. Flashing Christmas lights are addressed in amendments to (c)(1)C.

D-R-A-F-T

lighting, noise sources or other potentially adverse influences shall be designed and located to prevent and avoid adverse impacts to the Mixed Use Development as well as those areas adjacent to the Development.”

- E. 1127.09 (i) - Mixed Use – Granary District: “Lighting within the district shall be employed in such a manner as to prevent glare or direct light onto adjacent residential property.”
- F. 1129.06(j) - (Sign) Design and construction standards: “All signs in business and industrial districts may be illuminated provided that light sources to illuminate such signs shall be shielded from all adjacent residential buildings and streets, and shall not be of such brightness so as to cause glare hazardous to pedestrians or motorists, or as to cause reasonable objection from adjacent residential districts.”
- G. 1129.07(a)2 - Sign Illumination Standards: “Signs shall be permitted to be illuminated in compliance with the following: A. Light sources shall be shielded from all adjacent buildings and streets. B. Lights shall not be of such brightness so as to cause glare that is hazardous to pedestrians or motorists. C. Light shall be directed in a way to reduce glare and light distribution or trespass onto adjacent properties. Light intrusion and dispersion efforts shall be in effect to mitigate adverse effects of light trespass and glare onto residential properties.”
- H. 1131.07(c)(1)C and (c)(2)E - SCREENING REQUIREMENTS (Landscaping for outdoor storage and display areas for commercial building or residential subdivision) - “Lighting shall be placed and appropriately shielded as to not adversely impact adjacent properties.”
- I. 1131.07(d) - SCREENING REQUIREMENTS: “Drive-Thru drive aisles abutting residential districts. Any portion of a drive-thru facility or aisle shall be screened from view when adjacent to residential properties in order to minimize the impact of exterior site lighting...from the vantage point of the residential property”
- J. 1133.16(f) - IMPROVEMENT AND MAINTENANCE STANDARDS (off-street Parking and loading regulations) - “Wherever a parking lot or garage is to be used during darkness, lighting shall be installed to provide an adequate standard of illumination over the entire parking lot and access or drive aisles within the parking area. All lights shall be shielded as to minimize glare will extend to adjacent property.”
- K. 1139.01 PLANNING COMMISSION REVIEW - “Upon the filing of an application for a building permit for every building or structure, other than a single family or a two-family dwelling, the applicant shall also submit a site development plan...including ... G. Lighting plan for the site including style and intensity of all parking lot and building mounted lights.”

xx[Todd Schrader to Matt Waters: Chapter 1313 already requires lighting plan, so not as much of a threat on commercial – but give it a look, please.]xx – xx[Matt Waters comment: see below]xx

- L. 1313.02 MINIMUM REQUIREMENTS FOR CONSTRUCTION - “Upon the filing of an application for a building permit for every building or structure, other than a single-family or a two-family dwelling, the applicant shall also submit a site development plan to the Zoning Inspector/Building Official. The site development plan shall include the following information...G. Lighting plan for the site including style and intensity of all parking lot and building mounted lights.”



TO: City Manager Matt Lasko
FROM: Christine Gibboney, Administrative Assistant
RE: Planning Commission Recommendation on Amendment to Chapter 1131 Landscape Requirements- Outdoor Lighting Regulations/Light Trespass
DATE: November 21, 2024

Planning Commission Recommendation: Code Amendment- Chapter 1131-Landscape Requirements- New Section- 1131.11 Outdoor Lighting Regulations

At the regular meeting of November 20, 2024, the Planning Commission reviewed the proposed new section of Chapter 1131- Section 1131.11 Outdoor Lighting Regulations. Mr. Matthew Waters of SSEG was in attendance to review the proposed amendment.

Members discussed the implication of the code as it relates to existing and new exterior lighting, how the public will be made aware of this new regulation, and how the city will be enforcing same.

Staff explained by having this ordinance in place, the city will have a code that provides general requirements and standards for residential lighting in order to address reports of Light Trespass.

- While the code will apply to all new and existing outdoor lighting on residential properties, it's purpose is to address reported issues of Light Trespass, and not to regulate existing exterior fixtures.
- Staff explained that reference information on this section will be added to the Residential Zoning Application, as it will apply to those doing new builds, additions, etc. - projects that require zoning permits.
- As the Department understands the purpose, staff would not be looking for or issuing violation notices to all existing non-conforming lighting.
- There is currently no zoning permit application to add/change exterior lighting currently, nor would staff recommend there be a permit application associated with this new section.
- Staff would be referencing this section to address a neighbor complaint of light trespass and provide a Notice of Violation and Order to Correct based on the regulations. If the Notice of Violation and Order to Correct is ignored, staff would report the case to the Police Department to handle through the General Offenses Code.

The Planning Commission made a motion to recommend approval of the amendment, as proposed, to City Council.

ORDINANCE NO. 2025-3
Introduced by Sam Artino

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: Matthew Lasko
RE: Ordinance No. 2025-3 (**first reading**) (*submitted by Matt Lasko*)
DATE: January 28, 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.

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 first 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,

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

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(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: Stuart Hamilton , Service Director
RE: Resolution No. 14-2025 (*submitted by Stuart Hamilton*)
DATE: January 28, 2025

Subject Matter/Background

Exciting times for Huron Public Power (HPP). After our distribution extension to the mouth of Rye Beach Road, we received our first request for service and are due to bring on our first new customer since 2018. This contract award is the extend our service to PriPlus to enable delivery of electric to them. PriPlus will reimburse HPP \$36,800 of this cost. The remaining portion that the City will pay is the estimated revenue we expect to receive per year from this new service. For new customers, we discount this first year revenue off the connection costs.

Other quotes received were:

DRS Enterprises - \$125,954.28 (see Exh 1)

Einheit Electric Construction Co. - \$78,080.00 (See Exh 2)

Financial Review

This cost will be paid out of HPP operating fund (654), and the revenue received from PriPlus will also be accounted for in this 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 adopting Resolution No. 14-2025 is in order.

[DRS Enterprises Quote Exh 1](#)

[Einheit Quote Exh 2](#)

[Resolution No. 14-2025 Firelands Electric Inc. HPP 2 Sectionalizers \\$55,960 \(3\).docx](#)

[Resolution No. 14-2025 Exh A Firelands Electric, Inc Quote for HPP Sectionalizers.docx](#)



5339 CANAL ROAD
CLEVELAND, OHIO 44125
216.581.7771
WWW.DRSENT.COM

DATE: 10/21/24
NAME: Mike Spacek
COMPANY: Huron Public Power

QUOTE # 24-025-01 Change Order Request
PROJECT OWNER: City of Huron
PROJECT NAME: Huron Public Power System Expansion
PROJECT LOCATION: Ohio

The following prices, conditions, and requirements are submitted for approval in reference to the above project. DRS Enterprises, Inc. will furnish, upon approval and availability, the following services to complete the work scope under these terms & conditions.

SCOPE OF WORK:

- All labor and equipment for the following:
- Provide labor, equipment, and required materials per R1 on drawing E-01.
Total \$ 100,112.48
- Provide labor, equipment, and required materials for Label Aid on drawing E-01.
Total \$ 25,841.80

ASSUMPTIONS/EXCLUSIONS:

- Based on 10 hour work days.
- DRS will provide any necessary materials not provided by owner in plans/specs.
- Re mobilization \$10,000.00
- Stand-by rate \$2,500.00 per hr.

CLARIFICATIONS:

- No tax is included in the proposal price listed.
- Hidden or unforeseen conditions are not included and may be submitted to the owner in the form of a "Change Order" to this proposal.
- Engineering and permits are not included and are the responsibility of the Owner unless specified otherwise.



TOTAL ESTIMATE to provide the services as described is **\$ 125,954.28**

Thank you for the opportunity to quote this work. Please don't hesitate to call should you have any questions, comments, or concerns.

Respectfully,

PROPOSAL ACCEPTANCE:

Jon Osborn

Cell Phone: 330.608.6592

Email: JOsborn@DRSent.com

DATE: _____

By signing above, you agree to the attached "Standard Terms & Conditions"



"Established 1910"

Proposal

Huron Public Power Distribution System Expansion – Bulletin #1

1. Provide 4" fiberglass conduit with gasket joints and associated fittings per bulletin dated September 26, 2024.
2. Provide 1 sectionalizer and 1 handhole for installation by others.
3. Ground sectionalizer as shown.
4. Provide and install 15KV aluminum cable per plans. Includes cables between SC1 and SC3, SC3 and SC4, and SC4 and the new transformer. Terminate as shown in sectionalizers and new pad mounted transformer.
5. Test all cabling per specifications and turn over reports to owner.
6. Pickup and set transformer by others.
7. Only labor under this proposal is grounding, cable pulling and terminations/testing.
8. All work to occur Monday thru Friday 7a - 3:30p

EXCLUSIONS:

- Directional boring or HDPE pipe
- Auger boring
- Steel casing
- Installation of handholes
- Installation of sectionalizers
- Crane associated with transformer.
- Movement of pad-mounted transformer.
- Excavation or backfill for conduits or equipment.
- Underground locating
- Traffic control or signage
- Grouting of piping in steel casing.

We propose to furnish labor & material complete in accordance with above specifications for the sum.....\$78,080.00

Breakout for Label Aid – \$11,038.00

Labor- \$6,358.00

Material- \$4,680.00

Base C/O - \$67,042.00

Labor – \$24,670.00

Material - \$42,372.00

SUBMITTED BY: Mark Cushler Date: 10/17/2024
Mark Cushler, Division Manager (MCushler@einheitelectric.com)

ACCEPTED BY (Company/Signature/Title): _____ Date: _____

We appreciate the opportunity to quote on this project and look forward to working with you. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. If this proposal is accepted, it must be signed and become part of the contract agreement. No work shall commence until this proposal is signed and returned to Einheit Electric. This proposal may be withdrawn by Einheit Electric if not accepted within 30 days.

RESOLUTION NO. 14-2025

Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH FIRELANDS ELECTRIC, INC. FOR THE INSTALLATION OF TWO (2) SECTIONALIZERS AND RELATED CONDUIT, ONE ON RYE BEACH ROAD AND ONE ON THE SOUTH SIDE OF SAWMILL PARKWAY, RELATING TO THE HURON PUBLIC POWER EXPANSION PROJECT IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND NINE HUNDRED SIXTY AND XX/100 DOLLARS (\$55,960.00).

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 Firelands Electric, Inc. for the installation of two (2) sectionalizers and related conduit, one on Rye Beach Road and one on the south side of Sawmill Parkway, relating to the Huron Public Power Expansion Project in an amount not to exceed Fifty-Five Thousand Nine Hundred Sixty and xx/100 Dollars (\$55,960.00). A copy of the proposal 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 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: _____

FIRELANDS ELECTRIC, INC.

OH Lic #19787

"A Drug Free and OSHA Trained Company"

2721 Columbus Ave.
Sandusky, Ohio 44870
PH: 419-626-4908
FX: 419-626-4397

Quote #324-5211

To: Huron Public Power	Date: 11/18/2024
	Re: 2 Sectionalizers
Phone: 419-602-0503	ATTN: Mike Spacek

Firelands Electric, Inc. proposes to furnish labor, materials, and equipment to complete the following scope of work:

1. Includes the labor and materials to set 2 sectionalizers and run a pair of 4" PVC schedule 40 conduit from the sectionalizer SC1 that will be in place at Rye Beach to the one we are setting on the south side of Sawmill Parkway SC3. We also run a pair of 4" conduit from the south sectionalizer SC3 to the north side of the road where we will be setting another sectionalizer SC4. We will subcontract an excavation company to dig out for a designated area for a sectionalizer SC1 box at the corner of Rye Beach Road and Sawmill Parkway. Out of that box, we will run 2 4" schedule 40 PVC conduit to the location of the sectionalizer box located approximately 450' down Sawmill Parkway. This sectionalizer will be located on the south side of the road. We will utilize the existing 2 4" conduit running under the driveway of the trucking company. We will connect our conduit to the existing conduit to complete the run. Also, out of the Sawmill Parkway sectionalizer SC3, we will connect to the 2 4" conduit running under Sawmill Parkway to the north. We will use those conduits to run to the sectionalizer SC4 we are setting for the Paper Resources project. We will pull 3 4/0 15kv 133% Insulation Aluminum Jacketed 113 Concentric Neutral cables from the Rye Beach Road sectionalizer SC1 to the Sawmill Parkway sectionalizer SC3. and Next we will pull 1/0 15kv 133% Aluminum Jacketed Concentric Neutrals across the street to the Paper Resources sectionalizer SC4. The second conduit in each run shall be a spare. We will install 200-amp load break 90s on both ends of each cable.
2. Includes 4" PVC 90 stubs for future in each sectionalizer box. 2 east and west per the drawing.
3. Includes all 4" conduit to have 3' of fill above the top of each conduit.
4. Includes the use of a metallic buried line warning tape 1' below grade.
5. Includes grounding per the drawing supplied by HPP.
6. Excludes the planting of grass seed or landscaping repairs.
7. If there are not 2 conduits crossing the driveway area, there will be an additional 175' of excavation plus conduit and labor. This will be an additional \$9,225.00. This does not include any potential boring of conduit under Sawmill Parkway.
8. Includes sales tax.
9. Includes permit fee.

NOTE: not included- charges from Ohio Edison/ First Energy if any. Labeling of circuits which are currently not labeled. Repair circuits not working before installation. Repair or replacement of any unmarked utility lines. We request an eight-hour working window, during normal working hours; some projects may be completed earlier.

The Electrical Base Bid for "2 Sectionalizers" \$46,735.00 or \$55,960.00

Please be aware that commodity prices are constantly changing and may affect the final estimate, and we are experiencing material shortages that may delay the project's completion. We thank you for your patience.

We propose hereby to provide material and labor - complete as stated above, for a sum of \$47,735.00 or \$56,960.00.

John Young
Authorized by John Young

**** Proposal is Valid for 30 Days ****

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. *Payment terms. - 50% prior to commencement of project, with 50 % balance due at time of project completion to avoid interest & collection fees.*

Date: _____ Signature: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 15-2025 (*submitted by Stuart Hamilton*)
DATE: January 28, 2025

Subject Matter/Background

This is bid number two of a total of three to purchase and install our new third transformer. We legislated the purchase of the actual transformer itself for just over \$1M in 2024. This award is for the switching gear that will connect the transformer to our existing infrastructure. These items have a long lead time, and this is why we are bidding this separately from the installation. The installation of this switchgear and integration into our SCADA will be out third bid for this project.

Bid tabulation and PEPCO bid are attached hereto as Exhibit 1.

Recommendation of Mike Spacek, PE and Jim Dinovo, PE is attached hereto as Exhibit 2.

Financial Review

For this total project that is expected to total \$2.5M, the City will issue bonds to pay for this. The Bond receipts will be accounted for in Fund 653, as will the payments out to contractors (Electric Capital Fund). The debt payment will be accounted for out of Fund 652 (Electric Debt Retirement). Fund 652 is supported by transfers out of the Electric Operating Fund (654). These funds have been properly 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. 15-2025 is in order.

[Resolution No. 15-2025 Exh 1 PEPCO Switchgear Bid for HPP Expansion Project \\$710,780.PDF](#)

[Resolution No. 15-2025 Exh 2 Spacek-Dinovo Recommendation PEPCO.pdf](#)

[Resolution No. 15-2025 HPP Pepco Switchgear Bid Award \\$710,780.doc](#)

2024 HPP SWITCHGEAR PROCUREMENT

January 6, 2025
2:00pm

[illegible]

[illegible]

PEPCO

SECTION 003113 BID FORM

BID FORM**ARTICLE 1 - BID RECIPIENT**

1.01 This Bid is submitted to:

City of Huron
417 Main Street
Huron, Ohio 44839

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

— SEE PEPCO SUMMARY OF
ISSUES ATTACHED

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

PEPCO SUMMARY OF ISSUES - HURON PUBLIC POWER RYE BEACH ROAD SUBSTATION

Note: Please review general comments below concerning the Procurement Manual for the above referenced project including the General Conditions and Supplementary Conditions (collectively, the "T&Cs"). We propose to negotiate specific language around these and less substantive issues upon notice of award. Commercial (non-legal) issues, if any, are addressed elsewhere. **If you have any questions regarding this bid please contact Chris Metzger, (330) 715-0371, Chris.Metzger@pepconet.com.**

ARTICLE	TOPIC	DESCRIPTION OF ISSUE
Sec 003113	Project Schedule	Based on manufacturer lead times, the September 30, 2025 completion date is unattainable and Seller proposes to negotiate project schedules in line with manufacturing lead times as may be adjusted from time to time by the manufacturer.
1.4, 10	Liquidated Damages	We propose to disclaim any and all liquidated damages.
3	Contract Documents	We propose to incorporate Seller's bid, including any attachments thereto, into the Contract Documents.
2.06, 5.07, 6.04, 7	Time of Completion and Progress Schedule	As a distributor with little control over manufacturer lead times, material changes to delivery schedule, including for drawings and other documentation, should be mutually agreed upon and include reasonable adjustments for schedule and cost impacts as we will have to negotiate these changes with manufacturers. Unless specifically caused by Seller's acts or omissions, Seller shall not be liable for damages related to any date for delivery or time schedule for performance.
5.03	Compliance with Laws and Regulations	We propose Seller's compliance with laws and regulations be limited to Seller's obligations, including manufacture, sale, and delivery of materials and performance of services, but exclude any laws and regulations relating to other parties' obligations, including installation and use of the the products, including any specific local building codes, unless and to the extent such codes are specifically communicated to Seller prior to the bid.
5.08	Seller's Warranties	We would use commercially reasonable efforts to obtain equal or exceeding warranties from Sub-Vendors. We would propose a commercially reasonable disclaimer and exclusive remedies provision for breach of warranty (with remedies limited to repair, replace, correct, re-perform, credit/refund or, failing the foregoing, self-cure with reasonable direct cover costs reimbursed). Our direct warranties would extend for 1 year from delivery (for goods) or performance (for services) and we otherwise assign the manufacturers' warranties and help manage any warranty claims against manufacturers.
5.09	Indemnity and Liability	We propose a mutual consequential damages waiver applicable to both parties, Seller's indemnity obligations limited to Seller's negligence and a reasonable cap on total aggregate liability.
6.03(B)	Risk of Loss	We propose that notwithstanding any Buyer acceptance or rejection, risk of loss remains with Buyer at all times after receipt of the Goods, unless Seller removes such Goods from the delivered location.
1.01(36), 7	Changes	We propose that all Changes shall result in an equitable modification to the project schedule and price of product(s) affected by the change under this Agreement.
10	Payment	Progress payments are not a normal way for a material supplier to invoice, so most of this section is not applicable. Typically, we invoice upon shipment to the site and payment is due within 30 days. For this contract, we submit the payment schedule provided by JAGG, which we will accept. We would propose to clarify withholding / set-off apply to undisputed / mutually agreed amounts only. We propose 0% retainage / all withholding and final payment within 60 days after receipt of final invoice.
10.07	Waiver of Claims	With regard to all references to waiving lien rights, and indemnifying for liens filed, we propose language to clarify that these obligations apply except in the case of Buyer's failure to pay Seller for materials or labor furnished to the job.
11	Suspension / Delay / Termination	We propose to clarify language around right to receive reasonable compensation for costs actually incurred due to Owner or Buyer's delay or cancelation. We would propose language to clarify that in the event of suspension, delay, or termination we would be paid for goods/services provided and in process through the effective date of termination and for any non-cancellable/non-returnable (e.g., custom) items in process, including any cancellation, return or restocking charges and associate freight costs.
12.01, 12.02	Intellectual Property, Infringement	We propose that Seller's obligation for license fees and royalties (if any) as well as Seller's related indemnity obligations are limited to the furnishing of the Goods and not related to the use of the Goods.
SC-4.02	Insurance	We propose to negotiate in good faith specific Insurance language acceptable to both parties. In general the limits are acceptable, but language similar to "not less than" is not.

SECTION 003113 BID FORM

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.
- D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.
- G. Bidder acknowledges the City of Huron's preference for Local Bidders as defined in Chapter 160 of the Codified Ordinances of the City of Huron, Ohio and, if qualified as a Local Bidder, has included as an attachment to this bid the required Bid Preference Affidavit to have the Bid Preference as described by the Ordinance applied to the Bid.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

SECTION 003113 BID FORM

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

- 5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price:

Lump Sum Bid Price

\$ 710,780.00

ARTICLE 6 - TIME OF COMPLETION

SEE PEPCO SUMMARY OF ISSUES

- 6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

- A. Bidder will submit Shop Drawings required by Contract Documents for Engineer's review and approval within 28-42 days after the date when the Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions and will deliver Goods to the Point of Destination within 280-294 days after receipt of Engineer's approval. *APPROXIMATE, Per Vendor*

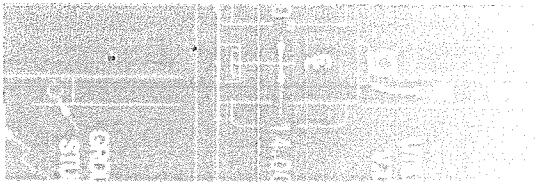
AND REMAINS SUBJECT TO CHANGE

- 6.02 Bidder accepts the provisions of the Agreement as to ~~liquidated damages~~. *negotiated in good faith by the parties hereto.*

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of BID BOND.
- B. Technical Proposal with material list, terms and conditions, exceptions and other information presented for evaluation of bid.
- C. Bidder Qualification Statement with Supporting Data.
- D. Voluntary Alternative proposal prices and information, if offered.
- E. Bid Preference Affidavit, if applicable.
- F. *VENDOR TERMS & CONDITION OF SALES & SERVICES. Apply*



QUOTATION

PROJECT:	MUCCI FARMS ADD-ON
DESCRIPTION:	METAL CLAD
PREPARED BY:	JDB
DATE:	12/18/2024

Q#: 49811224

SCOPE:
Furnish a complete custom, metal clad 15KV switchgear assembly and relaying/metering per the following quotation:

DESIGN NOTE:
THE FOLLOWING ENCLOSURE WILL BE BOLT-TOGETHER CONSTRUCTED, TESTED AND LABELED ACCORDING TO THE IEEE/ANSI STANDARD C37.20.2 FOR METAL CLAD SWITCHGEAR. RATINGS, DESIGN CHARACTERISTICS AND MAJOR COMPONENTS ARE AS FOLLOWS:

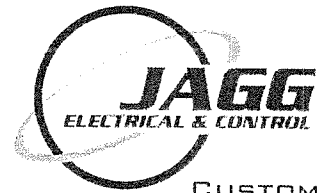
MAJOR RATINGS:		
VOLTAGE:	15	KV
AMP:	2000	AMP
KV BIL:	95	KV BIL
KA:	25	KA

DESIGN CHARACTERISTICS:	
INTENDED FOR:	OUTDOOR USE (NEMA 3R)
COLOR:	ANSI 70 - POWDER COAT
PHASE BUS:	2000A
ESTIMATED DIMS:	200"W x 96"D x 102"H

ENGINEERING PROVIDED:		
CUSTOMER DRAWING	WIRING SCHEMATICS	RECORD DRAWINGS
1-LINE DRAWING	POINT TO POINT DIAGRAM	
3-LINE DRAWING	ASSEMBLY/INSTALLATION DRAWINGS	

BILL OF MATERIAL:			
QTY (1)	Tie Breaker section to contain:		
	QTY (1)	15KV, 2000A, 95KV BIL, 25KA, ABB draw-out breaker	
	QTY (1)	15KV, 2000A, 95KV BIL, 25KA, ABB draw-out breaker cell	
	QTY (3)	CT's	
	QTY (1)	Marshalling Cabinet to contain:	
		QTY (1)	SEL-3610 port server
		QTY (Lot)	Terminal, terminal shorting and fuse blocks as required
	QTY (1)	Low voltage compartment to contain:	
		QTY (1)	SEL-751 relay
		QTY (1)	Breaker control switch with LED indicating lights
		QTY (Lot)	ABB test switches as required
		QTY (Lot)	Terminal, terminal shorting and fuse blocks as required
QTY (1)	Main Breaker section to contain:		
	QTY (3)	BOTTOM---Incoming cable termination pads (pads only-lugs & terminations by others)	
	QTY (1)	15KV, 2000A, 95KV BIL, 25KA, ABB draw-out breaker	
	QTY (1)	15KV, 2000A, 95KV BIL, 25KA, ABB draw-out breaker cell	
	QTY (6)	CT's	
	QTY (3)	Distribution class surge arrestors	
	QTY (2)	Draw-out VT drawers each to contain:	
		QTY (3)	Fused VT's with required fusing
	QTY (1)	Low voltage compartment to contain:	
		QTY (1)	SEL-751 relay
		QTY (1)	SEL-735 meter
		QTY (1)	Breaker control switch with LED indicating lights
		QTY (1)	Lock out relay
		QTY (1)	Analog voltmeter & switch
		QTY (Lot)	ABB test switches as required
		QTY (Lot)	Terminal, terminal shorting and fuse blocks as required
QTY (1)	Tie/Feeder Breaker section to contain:		
	QTY (1)	15KV, 2000A, 95KV BIL, 25KA, ABB draw-out breaker	

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**CUSTOM
SWITCHGEAR
MANUFACTURER**

	QTY (1)	15KV, 2000A, 95KV BIL, 25KA, ABB draw-out breaker cell
	QTY (1)	15KV, 1200A, 95KV BIL, 25KA, ABB draw-out breaker
	QTY (1)	15KV, 1200A, 95KV BIL, 25KA, ABB draw-out breaker cell
	QTY (6)	CT's
	QTY (3)	BOTTOM---Outgoing cable termination pads (pads only-lugs & terminations by others)
	QTY (1)	Low voltage compartment to contain:
	QTY (2)	SEL-751 relays
	QTY (2)	Breaker control switches with LED indicating lights
	QTY (Lot)	ABB test switches as required
	QTY (Lot)	Terminal, terminal shorting and fuse blocks as required
QTY (1)	Feeder Breaker section to contain:	
	QTY (2)	15KV, 1200A, 95KV BIL, 25KA, ABB draw-out breakers
	QTY (2)	15KV, 1200A, 95KV BIL, 25KA, ABB draw-out breaker cells
	QTY (12)	CT's
	QTY (6)	BOTTOM---Outgoing cable termination pads (pads only-lugs & terminations by others)
	QTY (1)	Low voltage compartment to contain:
	QTY (2)	SEL-751 relays
	QTY (2)	SEL-735 meters
	QTY (2)	Breaker control switches with LED indicating lights
	QTY (Lot)	ABB test switches as required
	QTY (Lot)	Terminal, terminal shorting and fuse blocks as required
QTY (1)	Tie Breaker section to contain:	
	QTY (1)	15KV, 2000A, 95KV BIL, 25KA, ABB draw-out breaker
	QTY (1)	15KV, 2000A, 95KV BIL, 25KA, ABB draw-out breaker cell
	QTY (3)	CT's
	QTY (1)	Draw-out VT drawer to contain:
	QTY (3)	Fused VT's with required fusing
	QTY (1)	Low voltage compartment to contain:
	QTY (1)	SEL-751 relay
	QTY (1)	Analog voltmeter & switch
	QTY (1)	Breaker control switch with LED indicating lights
	QTY (Lot)	ABB test switches as required
	QTY (Lot)	Terminal, terminal shorting and fuse blocks as required
QTY (Lot)	Warning, Mfg., Section, Danger signs as needed	
QTY (Lot)	Epoxy insulators as required	
QTY (Lot)	Epoxy coated silver plated copper phase bus	
QTY (Lot)	Silver plated ground bus	
QTY (Lot)	Bus boots as required	
QTY (Lot)	Hardware as required	
QTY (Lot)	Thermostatically controlled anti-condensation heaters wired to a terminal block in the low voltage compartment	
QTY (Lot)	Section to section bus thru bushings as required	
QTY (Lot)	SIS control wiring, opposite end tagged with insulated ring type lugs as required	
QTY (Lot)	Sheet metal enclosure as required	
QTY (Lot)	ANSI 70 Gray powder coating as required	
QTY (Lot)	GPO-3 as required	

Items to be shipped loose:

QTY (1)	Manual breaker racking crank
QTY (1)	Manual breaker lift truck

OPTION A: JAGG to supply the below equipment to be installed by others into an existing switchgear assembly:

QTY (1)	15KV, 1200A, 95KV BIL, 25KA, ABB draw-out breaker
QTY (6)	CT's
QTY (1)	SEL-751 relay
QTY (1)	SEL-735 meter
QTY (1)	Breaker control switch with LED indicating lights
QTY (Lot)	ABB test switches as required
QTY (Lot)	Terminal, terminal shorting and fuse blocks as required

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CUSTOM
SWITCHGEAR
MANUFACTURER

OPTION B: Provide a JAGG field service technician to install and wire all control components included in OPTION A.

EXCEPTIONS:

- 1.) 260010 1.7 A: Warranty will be (1) year from signed receipt of equipment.
- 2.) 261326 1.2 B 1: Modifications to existing switchgear will not be provided.
- 3.) 261326 1.2 B 4: Installation of field interconnect wiring to the pre-existing Ohio amp meter, to be performed by others.
- 4.) 261326 2.10 B 1: Circuit breaker lift truck is required for insertion/removal of circuit breakers.
- 5.) 261326 2.10 B 1: Doors will bolt closed in lieu of three point latching handles.
- 6.) 261326 3: Execution portion of specification by others.

NOTES:

- 1.) This quote is for equipment and engineering listed only. No additional equipment, testing, labor or engineering implied or included.
- 2.) Customer is responsible for confirming the BOM satisfies the project requirements.
- 3.) Relay settings and commissioning by others.
- 4.) No installation included.
- 5.) JAGG standard terms and conditions apply.
- 6.) F.O.B. Factory-Freight allowed.
- 7.) Quote valid for 21 days.
- 8.) This quote includes (1) hard copy of O&M Manual & (1) electronic copy.
- 9.) This quote is based upon design build.
- 10.) This quote includes provisions for future expansion.
- 11.) This design is setup to direct connect to existing switchgear assembly.
- 12.) 120VAC/125VDC from remote source.

JAGG ELECTRICAL & CONTROL, LLC
TERMS AND CONDITIONS OF SALES AND SERVICES

1. APPLICATION OF T&C's OF SALES

- 1.1. Sales by JAGG Electrical & Control (hereinafter the "Vendor") are governed exclusively by these terms and conditions of sales (hereinafter the "Agreement") to the customer (hereinafter the "Buyer"), to the exclusion of all other documents such as brochures, catalogues or other documentation issued by the vendor, which are only provided for the purposes of information and merely serve as a guide.

2. OFFERS/QUOTATIONS

- 2.1. Unless otherwise indicated, all offers/quotations are only valid for a period of thirty (30) days. Upon the expiry of this period, the Buyer should contact the Vendor to confirm whether such offers/quotations are still valid.
- 2.2. It is the policy of the Vendor to constantly monitor and improve its products, as such, the Vendor reserves the right to modify product (hereinafter the "Equipment") design at any time without notice.

3. ORDERS / CANCELLATION

- 3.1. Orders are placed in writing by the Buyer using any medium. The placing of an order implies acceptance of these terms and conditions. Acceptance of the order by the Vendor is effectuated by the sending of a definitive Order Acknowledgment. In the event the Buyer cancels an order for any reason, the Buyer will be responsible for payment of the accepted order based on the following events:

- | | |
|--|------|
| a.) After submittal of drawing package | 20% |
| b.) After release to manufacture | 50% |
| c.) Upon starting assembly | 100% |

4. STUDIES AND PLANS / DRAWINGS / INSTRUCTIONS

- 4.1. All studies, documents, drawings, photographs and models are the exclusive property of the Vendor. They may not be copied, reproduced, communicated or executed without written consent. They must be returned to the Vendor on demand, in the event the order is not placed with the Vendor.
- 4.2. The Buyer expressly accepts that, given the nature of the Equipment sold by the Vendor, the dimensional drawings provided and the indications and prices in our catalogues and brochures may be subject to change. Vendor shall only be bound by drawings provided after placing of an order with written confirmation of quotes relating to the assembly of the Equipment.
- 4.3. All Vendor Equipment is supplied with technical documentation consisting of an overview, a manual, a chapter on maintenance, wiring diagrams, a list of the Equipment's wearing parts and a sectional view diagram.

5. PRICES

- 5.1. Unless otherwise indicated, prices are understood to be Ex-works from the JAGG factory, for unpackaged Equipment and without any specific form of acceptance being specified.
- 5.2. Prices do not include any other service. Where applicable, any such services shall be invoiced separately.
- 5.3. Prices are set based on the economic and monetary conditions prevailing when the offer is made. Prices may be renegotiated in the event of any change in these conditions. This clause is considered an essential part of the contract and is determinative of the Vendor's obligations.
- 5.4. A release to manufacture is required within (4) weeks of original drawing submittal, if not released within four (4) weeks the project will be subject to current factory loading. If a project is not released within sixty (60) days of original drawing submittal, the project may be subject to material price adjustment.

6. CONDITIONS OF PAYMENT

- 6.1. Payment shall be made as follows:
- | |
|--|
| a.) 25% of the value of the order after submittal of drawing package |
| b.) 25% of the value of the order after release to manufacture |
| c.) 50% when the Equipment is ready to ship |

7. DELIVERY LEAD TIMES

- 7.1. While the Vendor strives to ensure that the delivery lead times provided are as accurate as possible, they are given for informational purposes only. They are contingent on the ability to source supplies and transportation. Delivery delays shall not give rise to late penalties, deductions, damages and interest, nor shall they be used as a reason to refuse or cancel the order in progress, whatever the causes or consequences of any such delays.
- 7.2. Compliance with delivery lead times presupposes that all information has been provided at the appropriate time and that the conditions of payment have been observed.
- 7.3. If delivery of the Equipment is delayed, through the fault of the Buyer, the Vendor shall handover the Equipment upon request by the Buyer. The Buyer shall be responsible for any corresponding warehousing and insurance costs.
- 7.4. Similarly, where non-completion of the Equipment is due to the non-compliance by the Buyer of its obligation to provide information, the warehousing and insurance costs associated with storage of the Equipment in its current condition shall be borne by the Buyer.

8. DELIVERY

- 8.1. Irrespective of the destination and terms and conditions of sale for the Equipment, delivery shall be made by the handover of the Equipment at our factories on the date and at the address indicated on the notice of readiness sent to the Buyer.
- 8.2. The Buyer shall be responsible for all activities relating to transport, insurance, customs, handling and for all associated risks and costs, regardless of whom arranged for such transportation of the Equipment, unless otherwise noted. The Buyer shall be responsible for making any reservation or taking any protective measures, if required, in relation to transport agents and contractors.

9. TRANSFER OF RISK

- 9.1. Risk relating to the Equipment shall pass to the Buyer at the time of handover by the Vendor as set out in Article 8.1 above. Title to the Equipment passes to Buyer at the time the Equipment is ready for shipment. Where the Buyer requests an additional service, of whatever type from the Vendor, performance of the said service shall not in any way modify the terms of the above-mentioned transfer of risk.
- 9.2. The Buyer shall be responsible for recording details of any damage, loss or missing items in writing on the delivery note provided by the transport operator, or at the latest, by registered letter with acknowledgement of receipt from the transport operator, with a copy sent to the Vendor, within a maximum period of three (3) days following delivery of the Equipment.
- 9.3. The reservation of title over the Equipment does not affect the transfer of risk.

10. RESERVATION OF TITLE

- 10.1. Failure to meet any payment deadline or pay part of any price may result in the invocation of the reservation of the title, without the need for any prior notice to be given.
- 10.2. These provisions do not pose an impediment to the transfer to the Buyer, upon delivery, of the risk of loss or deterioration of the Equipment sold, as well as any damages that they might cause.

11. FORCE MAJEURE

- 11.1. All Vendor obligations shall be suspended or cancelled in all instances where the performance of any obligation shall be the result of a case of *force majeure*.
- 11.2. It is expressly agreed that the following events shall carry the same consequences as a case of *force majeure*: strike, flood, epidemic, acts of sabotage or terrorism, disruption of supply of raw materials or sources of energy.

12. SUPPLIES NOT INCLUDED

- 12.1. The Vendor Equipment does not include either soundproofing or a dust-removal system. If specifically requested by the Buyer, a special study can be carried out for this purpose. In this case, the costs of design and construction shall be borne by the Buyer.

13. LIMITED WARRANTY

- 13.1. The Vendor guarantees solely to Buyer that the Equipment conforms to the standard legal safety regulations in compliance with the ANSI standard safety regulations. The guarantee is limited to the Equipment itself and does not cover any machines installed upstream (loading) and downstream (unloading).
- 13.2. Unless otherwise provided or subject to any specific conditions, we guarantee our equipment for a period of twelve (12) months from the date of signed receipt of the Equipment (based on normal use of the Equipment) excluding wearing parts and standard parts covered by the component manufacturer's warranty. It is expressly agreed that where servicing is carried out within the aforementioned warranty period, such servicing shall not cause a new warranty period to run, with the effect that any event occurring after the expiry of the aforementioned warranty periods shall not be covered under such warranties.
- 13.3. For the purposes of implementing the warranty provided for in Article 13.2 above, the Vendor shall supply, as soon as possible, the parts required to replace those deemed defective by virtue of a defect in materials, manufacture or assembly (and only where such assembly is carried out by the Vendor), without any obligation on our part to do anything other than supply new replacement parts without compensation for any party.
- 13.4. Any modification or repair carried out by the Buyer or by a third party without the Vendor's written approval, is not covered by and shall have the effect of voiding the warranty.
- 13.5. As an essential condition of sale, it should be noted that the Buyer is solely responsible, inter alia, for use of the Equipment supplied by the Vendor and the suitability of said Equipment to the purpose for which it is used. The Buyer is solely responsible for ensuring, that the Equipment purchased is compatible with the products with which it must be in direct or indirect contact, that it is used according to best practice and for the conditions under which the Equipment will be used. The Buyer is solely responsible for observance of appropriate safety conditions.
- 13.6. The Buyer expressly acknowledges that the Equipment ordered is intended for industrial use. In this regard, it is likely to generate nuisances which are inherent to its operation, in particular, and without this list being seen as exhaustive, noise pollution and emissions of dust. The Vendor therefore declines any responsibility and guarantee for any event associated with nuisances generated by the operation of the ordered Equipment.
- 13.7. This Limited Warranty does not cover any of the following:
- a.) Equipment defects due to improper handling, installation, maintenance or reasonable care, improper use, use for any purpose or application for which it was not designed or intended, abuse or neglect, by Buyer or any other Person.
 - b.) Due to alteration, modification, connection or repair of any kind by Buyer or any other person.
 - c.) Due to improper environment, poor air quality, excessive or inadequate heating or other environmental irregularity.
- 13.8. The Vendor shall not be responsible for any unsuitability, defects or deteriorations in, or caused by the Equipment, arising from natural wear and tear of the Equipment, from unsuitable storage conditions, from any unusual, or improper or inappropriate use of the Equipment, from usage which is not compatible with the Equipment, from the use of unsuitable or non-standard parts, modification of the Equipment, negligence, lack of supervision or maintenance, or from incorrect assembly by the Buyer or any third party. Any such unsuitability, defects or deteriorations are not covered by any warranty.
- 13.9. Under no circumstances shall the Vendor guarantee any warranty or indirect and/or consequential damages of any type that might be caused by the Equipment whether to the Buyer or any third party.

14. NO REMOVAL OF SAFETY DEVICES

14.1. The Buyer covenants that under no circumstances will the Buyer remove any safety equipment, devices, guards or any warning/safety label or notice from the Equipment while the Equipment is in operation.

15. INDEMNIFICATION

15.1. The Buyer agrees to indemnify, defend, and hold harmless the Vendor and its affiliates and their respective directors, members, officers, employees shareholders and agents (collectively, the "Vendor Indemnitees") with respect to the aggregate of any and all claims, losses, costs, judgements, deficiencies, penalties, obligations, liabilities, damages, fines and expenses of any kind (including, without limitation, any special, incidental, consequential, punitive or any other indirect damages, and all reasonable attorneys' fees and disbursement), (collectively "Damages"). With respect to the aggregate of all Damages incurred or suffered by any Vendor Indemnitees arising out of or relating to:

- a.) Any breach of, or default in the observance or performance of any agreement made by Buyer in the Agreement or the failure of Buyer to fulfill any other obligation that it is required to perform or observe in this the Agreement.
- b.) Any breach of or false or fraudulent, representation or warranty made by the Buyer in the Agreement.
- c.) Any improper handling, installation, maintenance or care, improper use, use for any purpose or application for which it was not designed or intended, abuse or neglect, of the Equipment, by the Buyer or any other person.
- d.) Any removal of any necessary safety equipment, device or guard or any warning/safety label or notice from the Equipment by the Buyer or any other person.
- e.) Any alteration, modification, connection or repair of the Equipment by the Buyer or any other person.
- f.) Any addition of any part, component, or repair of the Equipment by the Buyer or any other person
- g.) Any use or operation of the Equipment by the Buyer or any other person not in accordance with any Equipment storage, operation, maintenance or repair instructions furnished by the Vendor.
- h.) Any generally accepted industry practice.
- i.) The Buyer's failure to adequately train its staff in the operation and maintenance of the Equipment.

16. COLLECTION COST

16.1. The Buyer shall be liable for all the Vendor's collection cost (including reasonable attorney fees and costs).

17. LAW

17.1. The Agreement shall be governed by and construed in accordance with the laws of the State of New York, U.S. without reference to principle of conflicts of law.

18. LIMITATION ON ACTION

18.1. No action at law or in equity shall be brought by the Buyer against the Vendor, unless it is commenced within one (1) year from the date of delivery of the Equipment by the Vendor to the Buyer, or from the date any alleged claim accrued, whichever is earlier.

SECTION 003113 BID FORM

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Partnership

Partnership Name: _____

(SEAL)

By: _____

(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, other): _____

By: _____

(Signature - attach evidence of authority to sign)

SECTION 003113 BID FORM

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

(Signature of Corporate Secretary)

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Limited Liability Company (LLC)

LLC Name: PROFESSIONAL ELECTRIC PRODUCTS CO., LLC

State in which organized: OHIO

By: Don Haines

(Signature - attach evidence of authority to sign)

Name (typed or printed): DON HAINES

Title: VP OF FINANCE

Business address: 33210 LAKELAND BLVD

EASTLAKE, OHIO 44095

Phone: 440-946-3790 Facsimile: 440-946-7547

E-mail address: don.haines@peppco.net

A Joint Venture

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

SECTION 003113 BID FORM

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

Phone and Facsimile Number, and Address for receipt of official communications to Joint Venture: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation, and limited liability company that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION 003113

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Professional Electric Products Co.
1140 E Waterloo Rd., Akron, Ohio 44306

SURETY (Name, and Address of Principal Place of Business):

Harco National Insurance Company
4200 Six Forks Road, Raleigh, NC 27609

OWNER:

City of Huron
417 Main Street
Huron, Ohio 44839

BID

Bid Due Date: 01/06/2024

Description: 15 kV Switchgear at Huron Public Power Substation, 1156 Rye Beach Road, Huron, Ohio

BOND

Bond Number: N/A

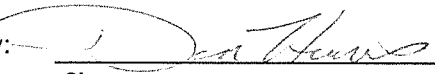
Date: 12/19/2024

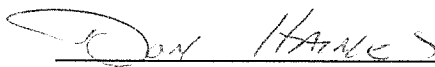
Penal sum	Ten Percent of Amount Bid	\$ 10% of Amount Bid
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.


BIDDER

Professional Electric Products Co. (Seal)
Bidder's Name and Corporate Seal

By: 
Signature


Print Name

VP OF FINANCE
Title

Attest: 
Signature

Director of Business
Title

SURETY

Harco National Insurance Company (Seal)
Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

Anne Potter
Print Name

Attorney-in-Fact
Title

Attest: 
Signature Frances Rodriguez

Surety Analyst
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # N/A

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

PETER HEALY, SANDRA DIAZ, ANNE POTTER, BEVERLY A. WOOLFORD, FRANCESCA KAZMIERCZAK, VILMA GONZALEZ, DEBRA A. DEMING, FRANCES RODRIGUEZ, SUSAN A. WELSH, AKLIMA NOORHASSAN, VALORIE SPATES

New York, NY

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

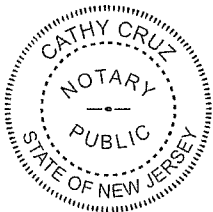
STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, December 19, 2024

B36759

Irene Martins, Assistant Secretary

HARCO NATIONAL INSURANCE COMPANY
1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS
AT DECEMBER 31, 2023

ASSETS

Bonds (Amortized Value)	\$128,504,641
Stocks (Preferred Stocks)	5,530,123
Stocks (Common Stocks)	928,601,943
Cash, Bank Deposits & Short-Term Investments	36,972,198
Other Invested Assets	0
Unpaid Premiums & Assumed Balances	161,876,881
Deferred Premiums, Agents Balances & Installments booked	12,594,152
Reinsurance Recoverable from Reinsurers	167,607,854
Reinsurance - Funds Held by or deposited with reinsured companies	10,183,247
Current Federal & Foreign Income Tax Recoverable & Interest	0
Investment Income Due and Accrued	1,750,941
Receivables from Parent Subsidiaries & Affiliates	9,354,321
Other Assets	1,294,111
TOTAL ASSETS	<u>\$1,464,270,412</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$208,245,433
Reinsurance payable on paid losses & loss adjustment expense	9,146,173
Loss Adjustment Expenses	44,566,466
Commissions Payable, Contingent Commissions & Other Similar Charges	1,568,736
Other Expenses (Excluding Taxes, Licenses and Fees)	0
Taxes, Licenses & Fees (Excluding Federal Income Tax)	3,784,674
Current federal and foreign income taxes	496,806
Net Deferred Tax Liability	9,048,374
Unearned Premiums	155,713,778
Advance Premium	391,769
Ceded Reinsurance Premiums Payable	95,106,803
Funds held by Company under reinsurance treaties	18,342,649
Amounts Withheld by Company for Account of Others	53,853,412
Payable to Parent Subsidiaries & Affiliates	3,771,943
Other Liabilities	4,754,724
TOTAL LIABILITIES	<u>\$608,791,740</u>
 Common Capital Stock	 \$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	181,196,834
Surplus as Regards Policyholders	<u>\$855,478,672</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$1,464,270,412</u>

I, John Mruk, Treasurer of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2023, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the
seal of the Company, this 11th day of March, 2024.
HARCO NATIONAL INSURANCE COMPANY

John M. Mruk

SIGNED AND SWORN to before me on this 11th day of March, 2024.

Conor D. O'Brien
NOTARY PUBLIC, STATE OF North Carolina



Effective Date: April 14, 1959

Expiration Date: April 1, 2025

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

HARCO NATIONAL INSURANCE COMPANY

NAIC No. 26433

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines	Private Passenger Auto - Liability
Boiler & Machinery	Private Passenger Auto - No Fault
Burglary & Theft	Private Passenger Auto - Physical Damage
Commercial Auto - Liability	Surety
Commercial Auto - No Fault	Workers Compensation
Commercial Auto - Physical Damage	
Credit	
Earthquake	
Fidelity	
Fire	
Glass	
Inland Marine	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	
Multiple Peril - Homeowners	
Ocean Marine	
Other Liability	

This Certificate of Authority is subject to the laws of the State of Ohio



Mike DeWine, Governor

Judith L. French

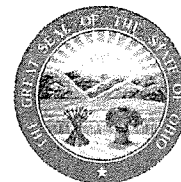
Judith French, Director

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director



Certificate of Compliance

Issued 03/18/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

HARCO NATIONAL INSURANCE COMPANY

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines	Private Passenger Auto - Liability
Boiler & Machinery	Private Passenger Auto - No Fault
Burglary & Theft	Private Passenger Auto - Physical Damage
Commercial Auto - Liability	Surety
Commercial Auto - No Fault	Workers Compensation
Commercial Auto - Physical Damage	
Credit	
Earthquake	
Fidelity	
Fire	
Glass	
Inland Marine	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	
Multiple Peril - Homeowners	
Ocean Marine	
Other Liability	

HARCO NATIONAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$1,370,736,999, liabilities in the amount of \$633,861,592, and surplus of at least \$736,875,407.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



SECTION 004513 BID PREFERENCE AFFIDAVIT

BIDDER'S AFFIDAVIT

(Bid Preference Affidavit pursuant to Chapter 160 of the Codified Ordinances of Huron, OH)

STATE OF OHIO :
COUNTY OF _____ : SS

I, _____, am over the age of eighteen, competent to testify, and being first duly sworn and cautioned, state as follows:

1. I make this Bidder's Affidavit on behalf of _____ ("Bidder") for a bid preference in accordance with Chapter 160 of the Codified Ordinances of Huron, Ohio.

2. Bidder is an individual or business entity which at the time of the award of a Contract (as such term is defined in Section 160.01 of the Codified Ordinances of Huron, OH) pursuant to a Bid (as such term is defined in Section 160.01 of the Codified Ordinances of Huron, OH) that:

- a. has an actual physical location with actual operations related to Bidder's business taking place at such physical location located in _____ (*choose: Erie County, Huron Township, or City of Huron*), which is also Bidder's principal place of business;
- b. as required by law, has filed an income tax return for the year preceding the award of the Contract with an Erie County taxing authority; and
- c. as required by law, is paid in full or is current and not otherwise delinquent in the payment of City of Huron, Ohio income taxes.

FURTHER AFFIANT SAYETH NAUGHT.

[Entity Name]

By: _____
Printed Name: _____
Title: _____

Sworn to and affirmed and subscribed before me by _____
on this _____ day of _____, _____.

Notary Public

My commission expires: _____

AGREEMENT

THIS AGREEMENT is by and between _____ ("Buyer")
and _____ ("Seller").

Buyer and Seller hereby agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

- 1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows: 15 kV Switchgear Expansion at Huron Public Power, 1156 Rye Beach Road, Huron Ohio 44839.

ARTICLE 3 – ENGINEER

- 3.01 The Contract Documents for the Goods and Special Services have been prepared by Engineered Process Systems ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Seller's furnishing of Goods and Special Services.

ARTICLE 4 – POINT OF DESTINATION

- 4.01 The Point of Destination is designated as:

Huron Public Power Substation
1156 Rye Beach Road
Huron, Ohio 44839

ARTICLE 5 – CONTRACT TIMES

- 5.01 *Time of the Essence*

- A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Contract Documents, are of the essence of the Contract.

- 5.02 *Milestones*

- A. Days for Submittal of Shop Drawings and Samples: Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's review and approval within the number of days specified in project schedule in Section 003113 after the date when the Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions. It is the intent of the parties that (1) Engineer conduct such review and issue its approval, or a denial accompanied by substantive

comments regarding information needed to gain approval, within 10 calendar days of Seller's submittal of such Shop Drawings and Samples; and (2) resubmittals be limited whenever possible. If more than one resubmittal is necessary for reasons not the fault and beyond the control of Seller, then Seller shall be entitled to seek appropriate relief under Paragraph 7.02.B of the General Conditions.

- B. *Days to Achieve Delivery of Goods:* The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery within number of days specified in project schedule in Section 003113 after the date when Shop Drawings and Submittals are approved by Engineer.
- C. *Days for Furnishing Special Services:* The furnishing of Special Services to Buyer for modifications to existing switchgear will be coordinated with the Buyer and executed at times approved by the Buyer.

5.03 *Buyer's Final Inspection*

- A. Days to Achieve Final Inspection: Buyer shall make its final inspection of the Goods pursuant to Paragraph 8.01.C of the General Conditions within (14) days after Buyer's acknowledgement of receipt of delivery of the Goods and Seller's completion of furnishing Special Services, if any.

5.04 *Bonus and Liquidated Damages*

- A. The project schedule in Section 003113 indicates the latest date the Buyer would like the Goods delivered at the Point of Destination. The Buyer will pay a bonus of \$200 per day, 30 days maximum, for the number of days prior to this date the Goods are delivered and exact a prorated penalty in the like sum for every day of delay beyond the date less any extensions allowed in accordance with Article 7 of the General Conditions.

ARTICLE 6 – CONTRACT PRICE

- 6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:
 - A. A Lump Sum of \$_____.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 *Progress Payments; Retainage*

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:

1. Upon receipt of the first Application for Payment submitted in accordance with Paragraph 10.01.A.1 of the General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.02.A of the General Conditions, an amount equal to 10 percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.
2. Upon receipt of the second and subsequent Applications for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.01.A.2 of the General Conditions, an amount sufficient to increase total payments to Seller to 90 percent of the pro rata Contract Price for goods delivered to the Point of Destination, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay Seller the amount recommended by Engineer, plus any bonus for early delivery less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 8 – INTEREST

- 8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the statutory rate.

ARTICLE 9 – SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:
 - A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.
 - B. If required by the Bidding Documents to visit the Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any local condition may affect cost, progress, or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, and the furnishing of the Goods and Special Services.
 - C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.
 - D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if

any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.

- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive);
 - 2. Performance Bond (pages 1 to 4, inclusive);
 - 3. Payment Bond (pages 1 to 3, inclusive);
 - 4. General Conditions (pages 1 to 31, inclusive);
 - 5. Supplementary Conditions (pages 1 to 4, inclusive);
 - 6. Specifications as listed in table of contents of the Project Manual;
 - 7. Addenda (Numbers ____ to ____, inclusive);
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Seller prior to Notice of Award (pages ____ to ____, inclusive);
 - b. _____ ;
 - 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Order(s);
 - c. Work Change Directive(s).

- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

11.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

11.06 *Limitations*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.
- B. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Seller's liability, and upon Seller with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

Buyer: _____

Seller: _____

By: _____
[Corporate Seal]

By: _____
[Corporate Seal]

Attest: _____

Attest: _____

Address for giving notice:

Address for giving notice:

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

Agent for service of process:

(If Seller is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

PERFORMANCE BOND FOR PROCUREMENT CONTRACTS

Any singular reference to Seller, Surety, Buyer, or other party shall be considered plural where applicable.

SELLER (Name and Address):

SURETY (Name and Address of Principal
Place of Business):

BUYER: City of Huron
417 Main Street
Huron, Ohio 44839

CONTRACT

Date:

Amount:

Description: 15 kV Switchgear at Huron Public Power Substation, 1156 Rye Beach Road, Huron, OH
44839

BOND

Date (Not earlier than Contract Date):

Bond Number:

Amount:

Modifications to this Bond Form:

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Seller as Principal

Company: (Corp. Seal)

Signature:

Name and Title:

Surety

Company: (Corp. Seal)

Signature:

Name and Title:

(Attach Power of Attorney)

Address:

Telephone Number:

(Space is provided below for signatures of additional parties, if required.)

Seller as Principal

Company: (Corp. Seal)

Signature:

Name and Title:

Surety

Company: (Corp. Seal)

Signature:

Name and Title:

Address:

Telephone Number:

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer for the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. If Seller performs the Contract, Surety and Seller have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Buyer Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Buyer has notified Seller and Surety pursuant to Paragraph 10 that Buyer is considering declaring a Seller Default and has requested and attempted to arrange a conference with Seller and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. (If Buyer, Seller, and Surety agree, Seller shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Buyer's right, if any, subsequently to declare a Seller Default); and
 - 3.2. Buyer has declared a Seller Default and formally terminated Seller's right to complete the Contract. Such Seller Default shall not be declared earlier than 20 days after Seller and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Buyer has agreed to pay the Balance of the Contract Price to:
 - a. Surety in accordance with the terms of the Contract;
 - b. Another seller selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Buyer has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Seller, with consent of Buyer, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified sellers acceptable to Buyer for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Buyer and a seller selected with Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to Buyer the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Buyer resulting from Seller Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances, either:
 - a. determine the amount for which it may be liable to Buyer and, as soon as practicable after the amount is determined, tender payment therefor to Buyer; or

- b. deny liability in whole or in part and notify Buyer citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Buyer to Surety demanding that Surety perform its obligations under this Bond, and Buyer shall be entitled to enforce any remedy available to Buyer. If Surety proceeds as provided in paragraph 4.4, and Buyer refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Buyer shall be entitled to enforce any remedy available to Buyer.
 6. After Buyer has terminated Seller's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3, then the responsibilities of Surety to Buyer shall not be greater than those of Seller under the Contract, and the responsibilities of Buyer to Surety shall not be greater than those of Buyer under the Contract. To a limit of the amount of this Bond, but subject to commitment by Buyer of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. the responsibilities of Seller for correction or replacement of defective Goods and Special Services and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Seller's Default, and resulting from the actions of or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Seller.
 7. Surety shall not be liable to Buyer or others for obligations of Seller that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Buyer or its heirs, executors, administrators, successors, or assigns.
 8. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location of the Point of Destination, and shall be instituted within two years after Seller Default or within two years after Seller ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to Surety, Buyer or Seller shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1. *Balance of the Contract Price*: The total amount payable by Buyer to Seller under the Contract after all proper adjustments have been made, including allowance to Seller of any amounts received or to be received by Buyer in settlement of insurance or other Claims for damages to which Seller is entitled, reduced by all valid and proper payments made to or on behalf of Seller under the Contract.
- 12.2. *Contract*: The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. *Seller Default*: Failure of Seller, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4. *Buyer Default*: Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND FOR PROCUREMENT CONTRACTS

Any singular reference to Seller, Surety, Buyer or other party shall be considered plural where applicable.

SELLER (Name and Address):

SURETY (Name and Address of Principal
Place of Business):

BUYER: City of Huron
417 Main Street
Huron, Ohio 44839

CONTRACT

Date:

Amount:

Description: 15 kV Switchgear at Huron Public Power Substation, 1156 Rye Beach Road, Huron, OH 44839

BOND

Date (Not earlier than Contract Date):

Bond Number:

Amount:

Modifications to this Bond Form:

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Seller as Principal

Company: _____ (Corp. Seal)

Signature:

Name and Title:

Surety

Company: _____ (Corp. Seal)

Signature:

Name and Title:

(Attach Power of Attorney)

Address:

Telephone Number:

(Space is provided below for signatures of additional parties, if required.)

Seller as Principal

Company: _____ (Corp. Seal)

Signature:

Name and Title:

Surety

Company: _____ (Corp. Seal)

Signature:

Name and Title:

Address:

Telephone Number:

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. With respect to Buyer, this obligation shall be null and void if Seller:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless Buyer from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided Buyer has promptly notified Seller and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Seller and Surety, and provided there is no Buyer Default.
3. With respect to Claimants, this obligation shall be null and void if Seller promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Seller have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Seller:
 - a. Have furnished written notice to Seller and sent a copy, or notice thereof, to Buyer, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - b. Have either received a rejection in whole or in part from Seller or not received within 30 days of furnishing the above notice any communication from Seller by which Seller had indicated the claim will be paid directly or indirectly; and
 - c. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Seller.
5. If a notice required by Paragraph 4 is given by Buyer to Seller or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Buyer to Seller under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By Seller furnishing and Buyer

accepting this Bond, they agree that all funds earned by Seller in the performance of the Contract are dedicated to satisfy obligations of Seller and Surety under this Bond, subject to Buyer's priority to use the funds for the completion of the furnishing the Goods and Special Services.

9. Surety shall not be liable to Buyer, Claimants or others for obligations of Seller that are unrelated to the Contract. Buyer shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Goods relevant to the claim are located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Buyer or Seller shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Buyer or Seller, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Seller shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

- 15.1 *Claimant*: An individual or entity having a direct contract with Seller or with a Subcontractor of Seller to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for furnishing the Goods and Special Services by Seller and Seller's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. *Contract*: The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. *Buyer Default*: Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

From: Michael Spacek <Mike@thenexusofenergy.com>

Sent: Tuesday, January 21, 2025 3:01 PM

To: Stuart Hamilton <stuart.hamilton@huronohio.us>; Jim Dinovo <jdinovo@dinovoassociates.com>

Subject: Re: Pepco Switchgear Bid

Stu

We have reviewed the Pepco bid. The technical description of the switchgear to be furnished appears to conform to what is required by the drawings and specifications issued for bids.

Included with their submitted bid form are comments regarding administrative items in the General Conditions section of the Procurement Manual, such as project schedule, warranty, payment terms, insurance, etc. These comments qualify their bid to having some of the terms and language of these items modified by negotiation in good faith. These items appear to be reasonable requests to be incorporated in the final contract documents.

We recommend that the City award the contract to Pepco.

Mike Spacek and Jim Dinovo.

Michael D. Spacek, PE
419-602-0503
mike@thenexusofenergy.com

James F. Dinovo, P.E.
330-618-7150
jdinovo@dinovoassociates.com

RESOLUTION NO. 15-2025

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID AND ENTER INTO A CONTRACT WITH PEPCO FOR THE PROCUREMENT OF THE 15 KV SWITCHGEAR PORTION OF THE SUBSTATION EXPANSION PROJECT FOR THE HURON PUBLIC POWER SUBSTATION AT 1156 RYE BEACH ROAD, IN THE CITY OF HURON, OHIO AT A COST NOT TO EXCEED SEVEN HUNDRED TEN THOUSAND EIGHT HUNDRED AND XX/100 DOLLARS (\$710,800.00)

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

SECTION 1. That the City Manager is authorized and directed to accept the proposal and enter into a contract with PEPCO for the procurement of the 15 kV switchgear portion of the Substation Expansion Project for the Huron Public Power substation at 1156 Rye Beach Road, Huron, Ohio, at a cost not to exceed Seven Hundred Ten Thousand Seven Hundred Eighty and xx/100 Dollars (\$710,780.00), which contract shall be substantially in the form on file in the office of the Clerk of Council.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Doug Steinwart , Operations Manager
RE: Resolution No. 16-2025 (*submitted by Doug Steinwart*)
DATE: January 28, 2025

Subject Matter/Background

America 250-Ohio:

America 250-Ohio is an opportunity to amplify the stories of Ohio's contributions to the U.S. for the past 250+ years.

The Ohio Commission for the U.S. Semi quincentennial (also referred to as America 250-Ohio) was formed through the [OH. Rev. Code § 149.309](#) and announced on March 1, 2022, on Ohio's Statehood Day by Governor Mike DeWine. The 29-member commission is charged with preparing the state to participate in the United States of America's 250th anniversary which culminates on July 4, 2026.

By registering as an America 250 -Ohio community it enables the City and other local entities to apply for money to support an event in celebration of the 250th anniversary.

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. 16-2025 is in order.

[Resolution No. 16-2025 Resolution of Support Ohio Commission for US Semiquincentennial \(America250-OH\) \(2\).docx](#)

RESOLUTION NO. 16-2025
Introduced by William Biddlecombe

WHEREAS, the Ohio legislature and the Governor created AMERICA250-OH in 2021 to plan, encourage, develop and coordinate the commemoration of the 250th anniversary of the United States and Ohio's integral role in that event and the role of its people on the nation's past, present and future; and

WHEREAS, AMERICA250-OH hopes to engage ALL Ohioans and ALL 88 counties through their many signature and officially recognized programs, projects and events over the next several years by inspiring future leaders and celebrating all Ohioans contributions to the nation over the last 250 years; and

WHEREAS, by adoption of this AMERICA250-OH Resolution we hope to educate, preserve, innovate, and celebrate.

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

SECTION 1. That the City of Huron hereby endorses AMERICA250-OH and their mission to educate, preserve, innovate and celebrate EVERY Ohioan in EVERY county.

SECTION 2. That a copy of this resolution be sent to the Municipal legislative delegation and AMERICA250-OH Commission.

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: Terri Welkener , Clerk of Council
RE: Amended Resolution No. 11-2025 (*submitted by Chief Terry Graham*)
DATE: January 28, 2025

Subject Matter/Background

Amended Resolution No.11-2025 seeks to amend Resolution No. 11-2025 adopted by Council on January 14 2025. The original resolution identified the two police cruisers as Chevrolet Tahoes, while the vehicles actually being purchased are Ford Explorers. The amended Resolution corrects the scrivener's error in Section 1 to properly identify the vehicles being purchased as Ford Explorer SUVs.

In the 2025 City of Huron Budget, the Police Department was appropriated funds to Lease/Purchase two (2) new police cruisers. We have secured a Lease/Purchase Agreement quote with state pricing from Statewide Municipal Leasing. The Lease/Purchase Agreement Quote includes a three (3) year payment plan, after which, the City of Huron will take ownership of the two (2) cruisers for a dollar. We are requesting that Council approve the Quote and Lease/Purchase Agreement. The Quote is attached as Exhibit 1. These new cruisers will replace two cruisers with high mileage and high annual maintenance costs per the Capital Equipment Replacement Schedule. This purchase will be for two (2) Ford Explorer SUV's providing the department with additional All Wheel Drive vehicles which can be used in winter weather conditions. This Lease/Purchase continues the cruiser replacement program started in 2012. We are requesting council's approval of this Lease Purchase Agreement.

Financial Review

The lease/purchase of 2 new police cruisers was included in the 2025, 2026 and 2027 budget and will be paid out of the Police Capital Equipment Fund (403-1010-55210). The Chief utilized the City's option to use State pricing or the lease to own so competitive bidding was not necessary, and utilizing this vendor maintains consistency in the Police Department's fleet.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Amended Resolution No. 11-2024 is in order.

[Resolution No. 11-2025 \(AMENDED\) Exh 1 2 Ford Explorer Cruisers Quote.pdf](#)

[Resolution No. 11-2025 \(AMENDED\) 2 Police Cruisers Lease-Purchase Agreement \\$140,316 \(1\).docx](#)

Sales Representative Name		Steve Rick		Reference Number		241632SR		Number Of Vehicles		2	
Statewide Ford 1108 W. Main Street Van Wert, Ohio 45891			Revision Level		Revision 2		Quote Or Package Number:				
			Date		12/20/2024		Utility Quote Or Package Number		Utility Ohio Soundoff		
			Vehicle		2025 Utility		Durango Quote Or Package Number				
			Status		Quote Valid 30 Days		F-150 Quote Or Package Number				
Customer Billing Information								Tahoe Quote Or Package Number			
Purchaser Name		Huron Police Department						Title Information Or Customer Shipping Information			
Contact Name		Chief Terry Graham						Lienholder			
Contact Email		terry.graham@huronohio.us						Company Name			
Contact Number		419-433-4114						Attention To			
Mailing Address		417 Main Street						Street Address			
City, State & Zip		Huron, Ohio 44839						City, State & Zip			
Lightbar Color:		All Blue		Exterior Lighting:		All Blue		Special Instructions			
Custom Discription:								Purchase Order Number			
Warranty Statement:		Installation And Wiring Are Covered Under A Lifetime Warranty And Emergency Products Are Covered During The Period Of The Manufacturers Warranty. Parts And Labor Warranty Are Subject To An Inspection									
<u>QTY</u>	<u>Manufacturer</u>	<u>Part Number</u>	<u>Part Description</u>				<u>Unit Price</u>	<u>Extended Price</u>	<u>PO</u>	<u>No</u>	
								\$ -			
								\$ -			
								\$ -			
2	Statewide Ford	Ready For Patrol	2025 Utility Stock Program From Statewide Ford				\$59,464.00	\$ 118,928.00			
2	Ford	K8A-Black	Utility Interceptor, All Wheel Drive, V6 Engine					\$ -			
	Ford		LED Ready Headlamps					\$ -			
2	Ford	17T	Red/Clear Dome Light In Cargo Area					\$ -			
2	Ford	549	Heated Mirrors					\$ -			
2	Ford	43D	Courtesy Lamps Inoperative					\$ -			
2	Ford	18D	Global Unlock					\$ -			
2	Ford	68G	Rear Door Handles And Windows Inoperative					\$ -			
2	Ford	59B	Keyed Alike (1284X)					\$ -			
2	Ford	17A	Rear A/C					\$ -			
2	Ford	76R	Reverse Sensing					\$ -			
2	Ford	55B	Blis Blind Spot Monitoring					\$ -			
2	Ford	86T	Taillight Prep					\$ -			
2	Ford	19V	Rear Camera On Demand					\$ -			

Customer	Huron Police Department		Reference Number	241632SR	Revision Level	Revision 2	Sales Representative Name	Steve Rick	
QTY	Manufacturer	Part Number	Part Description			Unit Price	Extended Price	PO	No
2	Ford	68B	Police Perimeter Alarm				\$ -		
2	Ford	76P	Pre-Collision Assist With Pedestrian Detection				\$ -		
2	Ford	593	Anti Theft Alarm				\$ -		
2	Ford	47A	Police Engine Idle				\$ -		
2	Ford	19K	AGM Heavy Duty Battery				\$ -		
2	Ford	Hitch	Class IV Hitch With Wiring Harness				\$ -		
2	Ford	IDS	8" Intergrated Display Screen				\$ -		
2	Ford	85R	Tunnel Mount				\$ -		
2	Ford	RKE	Remote Keyless Entry				\$ -		
2	Ford	Delivery	Delivery To Your Department (Included In package Pricing)				\$ -		
			The Following Equipment Is Included In Package Price:				\$ -		
			Tall Man Recessed Partition With Center Sliding Window				\$ -		
			Expanded Metal Rear Partition				\$ -		
			Replacement Seat With Outboard Seat Belts				\$ -		
			Vertical Steel Window Guards				\$ -		
			Dual Weapon Mount With Universal Locks				\$ -		
			Vehicle Specific Console With Cup Holder And Armrest				\$ -		
			Magnetic Mic				\$ -		
			Dome Light Between Front Driver And Passenger Seat				\$ -		
			The Following Warning Equipment Is Included In Package Price:				\$ -		
			nForce NXT Tri Color Lightbar				\$ -		
			481 Siren And Switch Controller				\$ -		
			100 Watt Speaker And Mounting Bracket				\$ -		
			Single Color LEDs For Side Cargo Window				\$ -		
			Tri Color Grille Lights				\$ -		
			Tri Color Mid Hatch Lights				\$ -		
			Single Color Under Hatch Lights				\$ -		
			Flashing Taillights				\$ -		
			The Following Equipment To Be Added To The Vehicle:				\$ -		
2	MPH	CRB	MPH Radar Brackets			\$ 167.00	\$ 334.00		
2	Lind	ASMTL-00332	Power Supply Bracket			\$ 50.00	\$ 100.00		
2	AutoTrim	Decals-42046	Reflective Decals			\$ 600.00	\$ 1,200.00		

[illegible]

Customer	Huron Police Department		Reference Number	241632SR		Revision Level	Revision 2		Sales Representative Name	Steve Rick	
Labor And Materials Section:											
Strip And Transfer Equipment Needed											
	<u>Radio #1</u>			<u>Radio #2</u>			<u>Radio #3</u>				
	2 Piece Radio			No			No				
Comments											
	<u>Scanner</u>			<u>Repeater</u>			<u>Preemption</u>				
	No			No			No				
Comments											
	<u>Camera System</u>			<u>Single Antenna Radar</u>			<u>Dual Antenna Radar</u>				
	No			Yes			No				
Comments				Python Single Antenna Radar							
	<u>Computer System</u>			<u>Computer Power Supply</u>			<u>Modem With Antenna</u>				
	No			Yes			No				
Comments											
	<u>Printer</u>			<u>Flashlight</u>			<u>Miscellaneous</u>				
	No			No			No				
Comments											
Notes Section:											
<u>Special Quote</u>						SubTotal	\$123,886.00				
		<u>QTY</u>	2	<u>Installation Per Unit</u>	\$620.00	Installation	\$1,240.00				
		<input type="checkbox"/> Check if Actual Shipping is to be Charged				Shipping					
<input type="checkbox"/> Split Bill Between SFL/Greve/ECT With SEP		Tax Rate				\$-					
<input type="checkbox"/> Equipment To Be Shipped Loose						Total	\$125,126.00				
Color Of Vehicle:						Customer Signature:					

AMENDED
RESOLUTION NO. 11-2025
Introduced by Sam Artino

AN AMENDED RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER, ON BEHALF OF THE HURON POLICE DEPARTMENT, TO ENTER INTO A THREE (3)-YEAR AGREEMENT WITH STATEWIDE EMERGENCY PRODUCTS, LLC DBA STATEWIDE MUNICIPAL LEASING FOR THE LEASE-PURCHASE OF TWO (2) POLICE CRUISERS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY THOUSAND THREE HUNDRED SIXTEEN AND 00/100 DOLLARS (\$140,316.00)

WHEREAS, Resolution No. 11-2025 was adopted by Huron City Council on January 14, 2025; and

WHEREAS, subsequent to adoption, it was determined that due to a scrivener's error, the make and model of the vehicles being purchased were misstated in Section 1 of the Resolution; and

WHEREAS, Council desires to correct the scrivener's error to properly reflect the make and model of the vehicles purchased to be two (2) Ford Explorer SUVs.

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

SECTION 1. That the Council of the City of Huron authorizes and directs the City Manager, on behalf of the Huron Police Department, to enter into a three-year lease-purchase agreement with Statewide Emergency Products, LLC dba Statewide Municipal Leasing for the purchase of two (2) new police cruisers, specifically, two (2) Ford Explorer SUVs, as further described in Exhibit "A" attached hereto, in an amount not to exceed One Hundred Forty Thousand Three Hundred Sixteen and 00/100 Dollars (\$140,316.00).

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

SECTION 3: 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: Motion
DATE: January 28, 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			

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.