

RESOLUTION NO. 88-2021

Introduced by Joe Dike

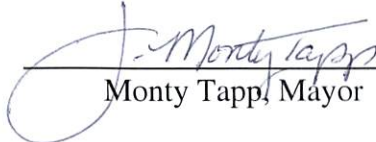
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MAINTENANCE AGREEMENT FOR PRIVATE STORM WATER MANAGEMENT SYSTEM (NORTH PORT SUBDIVISION) WITH LARRY THAXTON AND VALJEAN THAXTON RELATING TO THE DETENTION POND AREA OF NORTH PORT SUBDIVISION (PERMANENT PARCEL NO. 42-00666.039.

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


SECTION 1. That the Council of the City of Huron authorizes and directs the City Manager to enter into a Maintenance Agreement for Private Storm Water Management System (North Port Subdivision) with Larry and Valjean Thaxton relating to the Detention Pond Area of North Port Subdivision identified as Erie County, Ohio Permanent Parcel No. 42-00666.039, substantially in the form of the agreement attached hereto as Exhibit "A".

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of 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. That this Resolution shall go into effect and be in full force and effect immediately upon its passage.



Monty Tapp, Mayor

ATTEST: 

Clerk of Council

ADOPTED: 14 DEC 2021

MAINTENANCE AGREEMENT
for
Private Storm Water Management
System(North Port Subdivision)

THIS MAINTENANCE AGREEMENT ("Agreement") is made this 2 day of DECEMBER, 2021, between Larry and Valjean Thaxton ("Owner") and the City of Huron ("City"). Dec'd. 9/4/21

RECITALS

WHEREAS, Owner is the owner of certain real property located in the City of Huron, Erie County, Ohio, which real property is more particularly described in **Exhibit A** attached hereto (the "Premises"); and

WHEREAS, Owner desires to make improvements and construct a building located on the Premises (the "Property Development"); and

WHEREAS, **Chapter 1317.11 of the City of Huron codified ordinances requires maintenance and perpetual annual inspection by property owners of storm water facilities** that control storm water runoff from said property.

NOW, THEREFORE, the parties agree as follows:

1. Storm Water Management Maintenance Plan. Owner has submitted an approved StormWater Maintenance Plan for the Premises to the City (as amended from time to time, the "Plan") as more particularly described in **Exhibit B** attached hereto and incorporated herein by reference.
2. Sidewalks and Maintenance. Owner, at Owner's sole expense, shall (a) install sidewalks on the Premises per Site Plan and prior submittals to City (at time of subdivision approval) **on or before May 15, 2022**, and

(b) per Exhibit B, be responsible for maintaining storm water management practices in accordance with the Plan.

3. Inspection and Reporting. The Owner is responsible, at its sole cost and expense, for correcting all incidents of non-compliance with the Plan. The City is authorized to access the Premises, upon reasonable notice to the Owner, except in the event of an emergency when no notice is required, to confirm that Owner is maintaining the Premises in accordance with the Plan. In the event of an emergency, the City shall not need to provide the Owner with notice prior to accessing and entering onto the Premises. The City shall maintain a record of the results of any inspections of the Premises (the "Report") and shall provide Owner with a copy of the Report. The Report shall specifically indicate any incidents of non-compliance with the Plan and identify necessary corrective action to be taken by Owner. Owner shall complete, at Owner's sole cost and expense, such corrective action within ninety (90) days after Owner's receipt of the Report, or, if such corrective action is not of a type that can reasonably be completed within ninety (90) days, Owner shall promptly commence such corrective action and proceed in good faith with due diligence to complete such corrective action. If Owner fails to commence or complete such corrective action within the requisite period, the City may, but is not required to, take corrective action as described in the Report and assess the Owner for the cost of such work, plus an additional administrative fee of 25% of the total cost incurred by the City in the performance of such work.
4. Right of Owner to Premises. Owner may develop, sell, improve or subdivide the Premises, or any portion thereof, after the date of this Agreement provided Owner remains in compliance with the Plan, and both local and state storm water management regulations and provided that Owner obtains City's prior written consent to such development, sale, improvement, or subdivision of the Premises, or any portion thereof. A condition to City's aforementioned consent to any transfer of the Premises (or any portion thereof) to a third party, is the third party entering into an agreement with the City, similar to the form of this Agreement and at terms and conditions set forth by the City, regarding the third-party's maintenance of the Premises and compliance with all then-applicable storm water management practices.
5. Matters of Record. All rights granted to City herein are subject and subordinate to all covenants, restrictions, easements and other matters of record and all public rights of way and rights of applicable utility companies prior to the date of this Agreement.

6. Binding Effect. The terms of this Agreement shall constitute a covenant running with the Premises until such time as it terminates by the City, in the City's sole and absolute discretion, and all such terms shall inure to the benefit of and be binding upon the undersigned parties and their respective successors and assigns. This Agreement, or a memorandum of this Agreement, may be recorded in the land records of Erie County.

7. Notices. Any notice, demand, statement and request required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served when personally delivered to the other party, or the next business day after delivery to a reputable overnight carrier, or two (2) days after deposit in the United States mail, postage prepaid, and addressed at the address set forth below:

If to Owner: ^{Dec. 9/4/21}
Larry and Valjean Thaxton
107 North Port Lane
Huron, Ohio 44839

If to City: City of Huron
Attention: Building & Zoning
417 Main Street
Huron, OH 44839
Phone No.: 419-433-5000

Either party may change the address to which notices to such party shall be sent, by written notice to the other parties given in accordance with this paragraph.

8. Amendment. This Agreement may be amended by, and only by, a written agreement signed by all the parties hereto, or their successors in interest, as the case may then be.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

10. Insurance. Owner shall carry, at Owner's expense, adequate (in the City's sole discretion) general liability and premises liability policies of insurance on the Premises, with general aggregate amount and per occurrence limits of not less than One Million Dollars (\$1,000,000.00). The policies shall name the City as an additional insured by endorsement. Owner shall immediately provide the City evidence that said insurance policies are in full force and effect. Said policies shall provide that they will not be cancelled without at least thirty (30) days prior written notice to the City.

11. Indemnity. Owner shall defend, indemnify, and save City harmless from and

against any and all actual or threatened actions, causes of actions, demands, liability, damages, fines, penalties, costs, suits, expenses and judgments (including, but not limited to, court costs and attorneys' fees) arising from or related to any damage to property or injury to any person on or about the Premises or any acts or omissions of Owner, or Owner's agents, contractors, licensees, or invitees, in carrying out duties associated with the Plan, or the Owner's breach of this Agreement.

12. Miscellaneous.

- (a) No Joint Venture. Nothing in this Agreement shall be construed to make the parties hereto partners or joint ventures, or to render any of said parties liable for the debts or obligations of any other.
- (b) Headings. Paragraph and subparagraph headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
- (c) Waiver. No delay or omission by any of the parties hereto to exercise any right or power occurring upon any non-compliance or failed performance by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement contained herein.
- (d) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application or such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the day and year first above written.

CITY:

OWNER:

THE CITY OF HURON

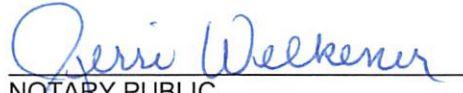
By: 
Matthew Lasko, City Manager

Dec'd 9/4/21
Larry Thaxton

Valjean Thaxton

ACKNOWLEDGEMENT

STATE OF OHIO)
)
COUNTY OF ERIE) SS:

The foregoing instrument was acknowledged before me 15th day of December, 2021 by **Matthew Lasko**, its **City Manager** for and on behalf of the City of Huron. **The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer.**


NOTARY PUBLIC
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF OHIO)
)
COUNTY OF ERIE) SS:

The foregoing instrument was acknowledged before me _____ day of _____, 2021 by the City of Huron, by **Larry Thaxton** who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed. **The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer.**

NOTARY PUBLIC

My Commission Expires: _____



TERRI S. WELKENER
Notary Public, State of Ohio
My commission expires **July 30, 2024**

ACKNOWLEDGEMENT

STATE OF OHIO)
)
COUNTY OF ERIE) SS:

The foregoing instrument was acknowledged before me 8th day of December, 2021 by **Valjean Thaxton** who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed. **The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer.**

Terri Welkener
NOTARY PUBLIC

My Commission Expires: _____

This instrument was prepared by:
Todd A. Schrader, Esq.
Seeley, Savidge, Ebert & Gourash Co., LPA
26600 Detroit Rd., Suite 300
Westlake, OH 44145



TERRI S. WELKENER
Notary Public, State of Ohio
My commission expires July 30, 2024

Title to the real estate described herein has not been examined by Seeley, Savidge, Ebert & Gourash, and Seeley, Savidge, Ebert & Gourash makes no warranty, representation or opinion (either express or implied) as to the marketability or condition of the title to the subject real estate, the quantity of lands included therein, the location of the boundaries thereof, the existence of liens, unpaid taxes or encumbrances, or the conformity of this deed to agreements involving the Grantor, the Grantee, or any agreements by and between Grantor and Grantee.

EXHIBIT A REAL PROPERTY

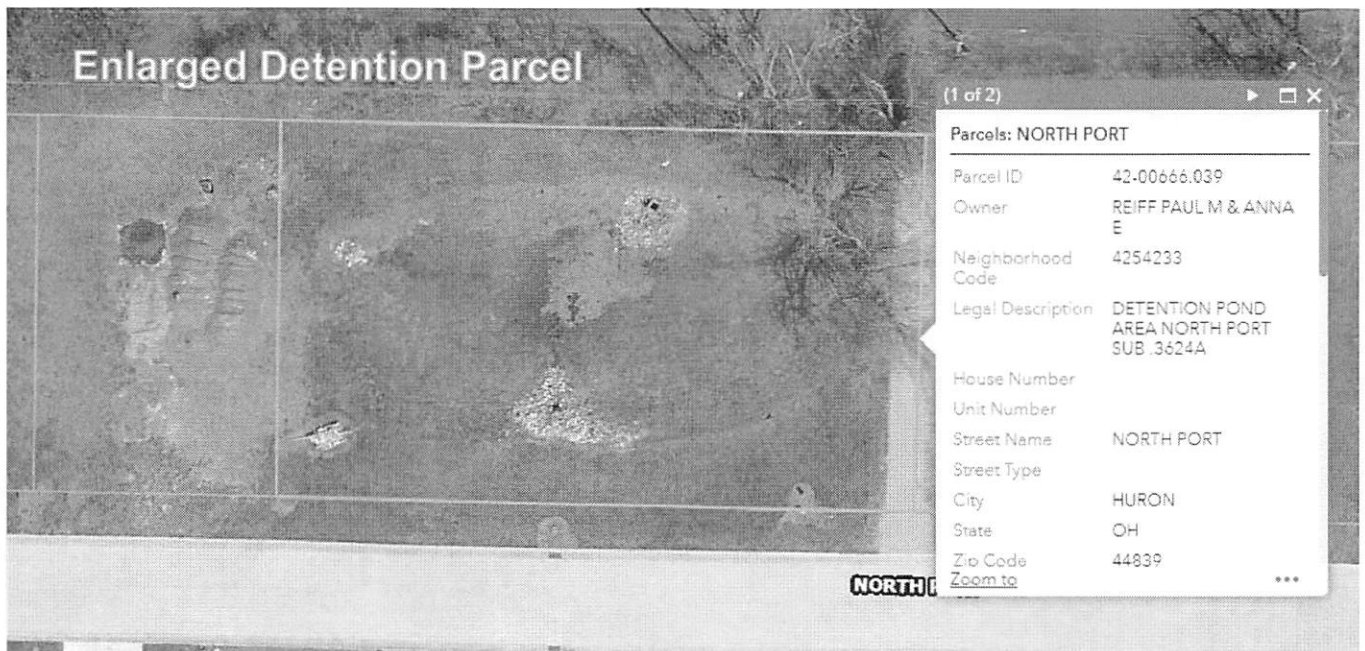
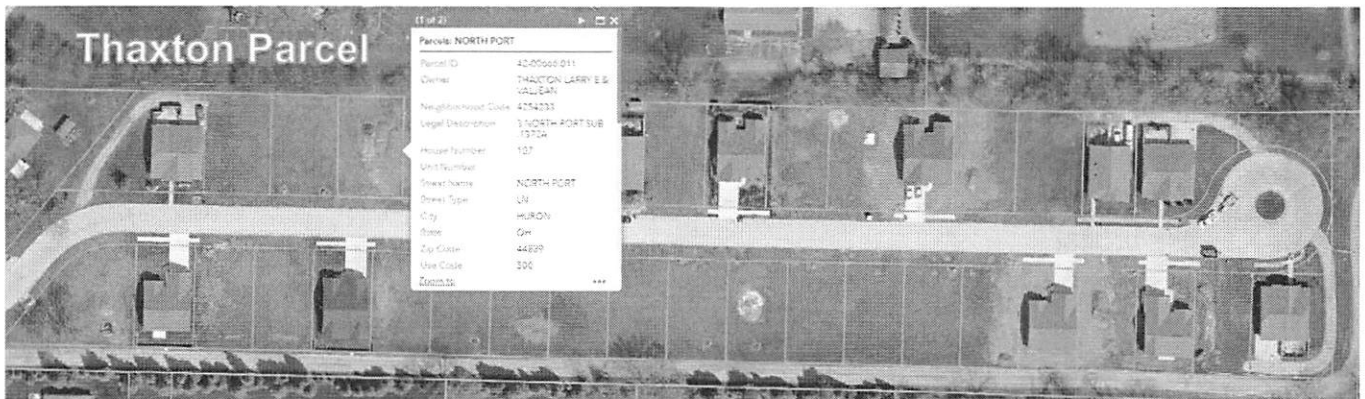


EXHIBIT A (Continued)
(Legal Description)

Erie County Permanent Parcel No. 42-00666.039

EXHIBIT B MAINTENANCE PLAN

The proposed development was designed with a detention basin as part of the overall storm water management system, which will require routine maintenance. The following details the schedule and type of work to be performed in order to maintain the facility's proper functioning.

Inspection of the detention basin shall occur semi-annually using the attached checklist. In the event that maintenance or restorative measures are found to be necessary (see below), such actions shall be undertaken within 30 calendar days, weather permitting, of the identification of such, unless otherwise identified as requiring immediate action (see below). Keep all inspection and maintenance reports.

Detention Basin - Purpose and Maintenance

The purpose of the detention basin is to hold back stormwater during rain events, and release storm water slowly into the municipal system. The detention basin achieves water quality benefits from an 8" orifice in the outlet structure, allowing sediment to settle to the bottom of the basin in larger storm events while slowly releasing it. Maintenance tasks are as follows:

1. The basin shall be inspected at minimum, semi-annually, and any time standing water is observed on the surface of the basin 48 hours after a rainfall event. *(Standing water 48 hours or greater after a rain event indicates the need for immediate maintenance.)*
2. Debris and litter shall be removed from the detention basin immediately when found and keep outlet structure clean and free of debris.
3. Keep grass areas of the basin mowed; grass should be kept between 2"-5" tall.
4. Bag all grass clippings in the basin area to prevent clogging of outlet.
5. Address any accumulation of hydrocarbons. *(Temporarily plug the outlet to prevent hydrocarbons discharging into the public storm system and remove plug once release/spill has been remedied.)*
6. Inspect wet areas for invasive plants and remove if present.
7. Reseed/plant any bare areas of the basin to prevent erosion.
8. Check the outlet **MONTHLY** to ensure it is functioning properly.

Contact Erie Soil and Water Conservation District with any routine maintenance questions or guidance at 419-626-5211.

Maintenance Reporting and Documentation

The owner shall keep a log of inspections and maintenance activities, including the date and type of maintenance performed along with copies of inspection checklist completed

for each inspection. Log of activities and inspection checklists shall be kept for two years, and shall be furnished to City officials upon request. An example log and inspection checklist is included.

Inspection Checklist

Pond: _____ Date: _____ Inspected by: _____ Type of Inspection: ☐ Routine ☐ Storm Event _____
 (# days since event)

General Observations:

Is water flowing? ☐ Yes ☐ No Standing water? ☐ Yes ☐ No Depth: _____ Comments: _____

Any evidence of obstructions or erosion in vicinity of the pond that could affect performance? ☐ Yes ☐ No _____

Pond Conditions:

Does the pond sides/slopes/bottom show signs of settling, cracking, sloughing or other problems? ☐ Yes ☐ No _____

Do the embankments, emergency spillway (if applicable), or side slopes show any erosion or instability? ☐ Yes ☐ No _____

Is there any evidence of animal burrowing or other activity that could contribute to instability or increased erosion? ☐ Yes ☐ No _____

Is there evidence of encroachment into the pond or improper use of the pond? ☐ Yes ☐ No _____

Do vegetated areas need mowing? ☐ Yes ☐ No Are there areas that need to be re-vegetated? ☐ Yes ☐ No
☐ Mowed today ☐ Will schedule mowing ☐ Will schedule re-vegetation activities

Do vegetated areas need thinning, i.e. cattails, willows, trees? ☐ Yes ☐ No ☐ Thinned today ☐ Will schedule thinning

Is there accumulation of trash, debris and/or litter to be removed? ☐ Yes ☐ No ☐ Removed today ☐ Will schedule removal

Any signs of vandalism or other activity that could affect performance of the pond? ☐ Yes ☐ No _____

If permanent pool, any visible pollution? ☐ Yes ☐ No Erosion at high water mark? ☐ Yes ☐ No _____

Abnormally high water level? ☐ Yes ☐ No Unusual Algae blooms? ☐ Yes ☐ No
(May indicate obstruction at orifice, or trash rack, verify outlet structure operating properly.) (May signal too many nutrients in runoff, identify dog activity and droppings management; will need monitoring)

Structural Components:

Are the pipes/inlets going into or out of the pond clogged or obstructed? ☐ Yes ☐ No _____

Is the outfall channel from the pond functioning appropriately? ☐ Yes ☐ No _____

Is the inflow trickle channel working properly? ☐ Yes ☐ No _____

Is the orifice and/or trash rack obstructed? ☐ Yes ☐ No _____

Is the outfall channel, trickle channel or other conveyance in need of repair? ☐ Yes ☐ No _____

Are the manholes, frames, and covers associated with the outfall channel in appropriate condition? ☐ Yes ☐ No _____

Do any safety features, such as fences, gates or locks need repair or replacement? ☐ Yes ☐ No _____

Plan of Action:

If answered YES to any of the above, the following is an anticipated *Maintenance Needs Action List*:

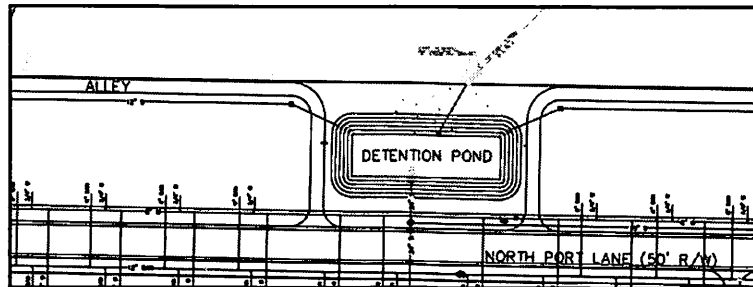
Total number of concerns: _____ Need more monitoring (Anticipated schedule to re-visit; identify what will trigger action)
 (Yes answers) _____ Need routine repair (Approximate schedule for repairs; date of follow-up to re-inspect)
 _____ Need immediate repair (Take action if correct equipment on site; or contact supervisor)

 Signature

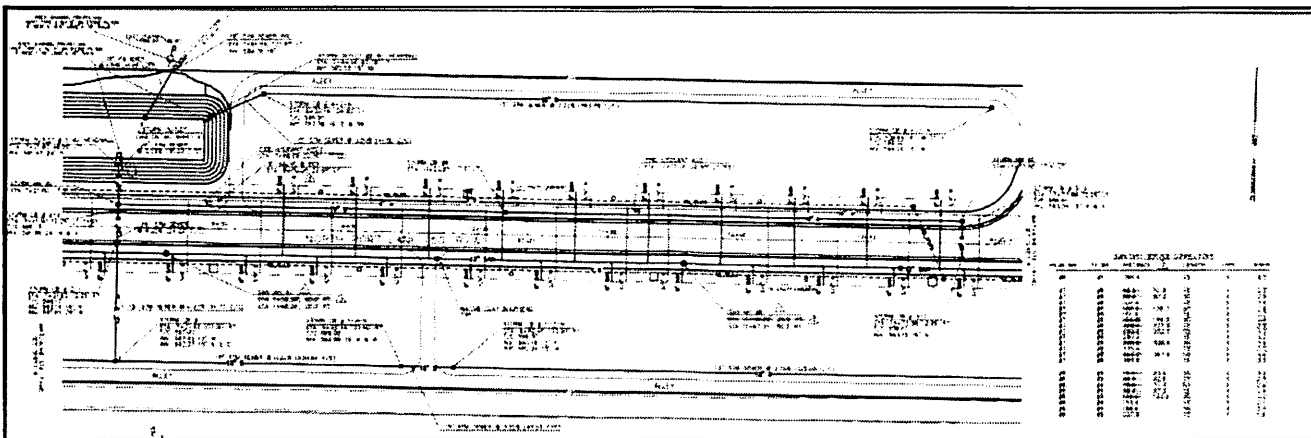
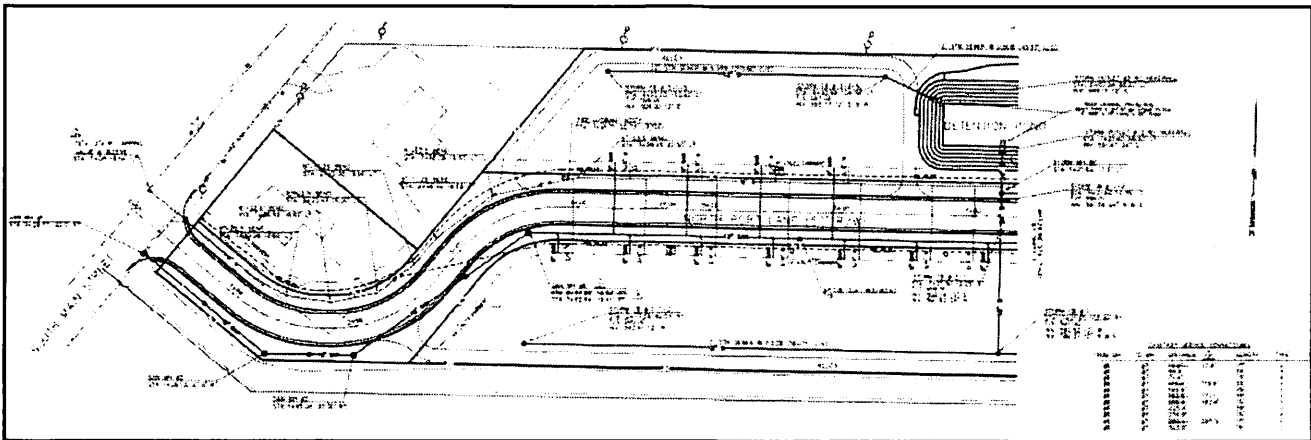
Inspection Log

Date	Findings	Actions Taken	Inspected By

Detention Pond Details



Basin and Outlet Details



DECEDENT	1. Decedent's Legal Name (First, Middle, Last, Suffix) (Include AKA's if any) LARRY THAXTON						2. Sex MALE	3. Date of Death (Mo/Day/Year) SEPTEMBER 04, 2021
	4. Social Security Number 298-46-7792		5a. Age (Years) 70	5b. Under 1 Year Months	5c. Under 1 day Hours	5d. Under 1 day Minutes	6. Date of Birth (Mo/Day/Year) OCTOBER 12, 1950	7. Birthplace (City and State or Foreign Country) FREMONT, OHIO
	8a. Residence State OHIO		8b. County ERIE			8c. City or Town HURON		
	8d. Street Address and Zip Code 107 N PORT LN 44839						9. Ever in US Armed Forces? YES - ARMY	
DISPOSITION	10. Marital Status at Time of Death MARRIED						11. Surviving Spouse's Name (If wife, give name prior to first marriage) VALJEAN LINK	
	12. Decedent's Education COLLEGE, BUT NO DEGREE				13. Decedent of Hispanic Origin NO		14. Decedent's Race WHITE	
	15. Father's Name O'DERRALE THAXTON						16. Mother's Name (prior to first marriage) MARJORIE REESE	
	17a. Informant's Name VALJEAN THAXTON						17b. Relationship to Decedent WIFE	
	17c. Mailing Address (Street and Number, City, State, Zip Code) 107 N PORT LN HURON, OHIO 44839							
	18a. Place of Death HOSPITAL - INPATIENT							
	18b. Facility Name (If not Institution, give street & number) CLEV CLINIC CHILDREN'S HOSP FO						18c. City or Town, State and Zip Code CLEVELAND, OH 44104	
	18d. County of Death CUYAHOGA							
	19. Funeral Service Licensee or Other Agent VINCENT R MANNINO						20. License Number (of licensee) 10079	
	21. Name and Complete Address of Funeral Facility FOSTER FUNERAL HOME 410 MAIN STREET HURON, OH 44839							
CERTIFIER	22. Method and Place of Disposition CREMATION - NORTH COAST CREMATORY, HURON, OH							
	23. Local Registrar ANDREA KACINARI						24. Date Filed (Month/Day/Year) SEPTEMBER 13, 2021	
	25a. Certifier (Check only one) <input checked="" type="checkbox"/> Certifying Physician: To the best of my knowledge, death occurred at the time, date, and place; and due to the cause(s) and manner stated. <input type="checkbox"/> Coroner or Medical Examiner: On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place; and due to the cause(s) and manner stated.							
	25b. Time of Death 20:05		25c. Date Pronounced Dead (Month/Day/Year) SEPTEMBER 04, 2021				25d. Was Case Referred to Medical Examiner or Coroner? NO	
CAUSE OF DEATH	25e. Certifier Name and Title BAHAR LADERIAN MD		25f. License number 35.139891		25g. Date Signed (Month/Day/Year) SEPTEMBER 10, 2021			
	27. Name and Address of Person who Completed Cause of Death BAHAR LADERIAN, 9500 EUCLID AVE, CLEVELAND, OH 44195							
	28. Part I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.							
	Immediate Cause (Final disease or condition resulting in death)		a. RENAL FAILURE AND GASTROINTESTINAL BLEED					Approximate Interval: Onset and Death DAYS TO WKS
	Sequentially list conditions, if any, leading to immediate cause.		b. Due to (or as Consequence of) CANCER					
			c. Due to (or as Consequence of)					
	Enter Underlying Cause (Disease or injury that initiated events resulting in a death)		d. Due to (or as Consequence of)					
	Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.							
	29a. Was An Autopsy Performed? NO						29b. Were Autopsy Findings Available Prior To Completion Of Cause of Death? NOT APPLICABLE	
	30. Did Tobacco Use Contribute to Death? UNKNOWN		31. If Female, Pregnancy Status NOT APPLICABLE.				32. Manner of Death NATURAL	
33a. Date of Injury (Mo/Day/Year)		33b. Time of Injury		33c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)			33d. Injury at Work?	
33e. Location of Injury (Street and Number or Rural Route Number, City or Town, State)								
33f. Describe How Injury Occurred:						33g. If Transportation Injury, Specify:		

HEA 2724 Rev. 08/18

Andrea Kacinari, Registrar

SEP 24 2021

Andrea Kacinari