



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

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, July 11, 2023 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

I. Call To Order Moment of Silence followed by the Pledge of Allegiance to the Flag

II. Roll Call of City Council

III. Approval of Minutes

III.a Minutes of the May 9, 2023 regular Council meeting.

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

Presentation Update on Route 6 Phase II (*Stuart Hamilton and Russ Critelli*)

V. Old Business

V.a Ordinance No. 2023-16 (**second reading**) (Submitted by Matt Lasko)

An Ordinance to submit to the electors of the City a proposed amendment of the charter of the City of Huron, Ohio to adopt section 12.10, Periodic Charter Review

VI. New Business

VI.a Ordinance No. 2023-17 (*submitted by Cory Swaisgood*)

An appropriations ordinance.

VI.b Ordinance No. 2023-18 (*submitted by Cory Swaisgood*)

An ordinance amending the City-Wide Cash Handling Policy.

VI.c Ordinance No. 2023-20 (*submitted by Chief Terry Graham*)

An ordinance declaring a Police vehicle is no longer required for municipal purposes and making a donation of the vehicle to EHOVE Career Center.

VI.d Ordinance 2023-21 (*Submitted by Erik Engle*)

An ordinance ratifying prior approval of Two Rivers Condominium, Phase I and related Plat approval; approving Planning Commission's recommendation for the Two Rivers Condominium, Phase I project, and authorizing the City manager to execute a developer agreement with Two Rivers, LLC, at al. pertaining to same, and declaring an emergency.

VI.e Resolution No. 54-2023 (*submitted by Stuart Hamilton*)

A resolution affirming the Huron City Manager's execution of an electric service agreement with Dynegy Energy Services East, LLC to provide competitive retail electric service to certain City utility accounts served by Ohio Edison company.

VI.f Motion to refer the re-zoning application of Sawmill Creek LLC on parcels annexed into the City of

Huron from the current R-1 Single Family Residential to B-3 General Business to the Planning Commission

VII. City Manager's Discussion

VIII. Mayor's Discussion

IX. For the Good of the Order

X. Executive Session(s)

XI. Adjournment



TO: Mayor Tapp and City Council
FROM: Meredith Brownell
RE: Minutes of the May 9, 2023 regular Council meeting.
DATE: July 11, 2023

Subject Matter/Background

[Council Minutes 5-9-23.pdf](#)

THE CITY OF HURON, OHIO
Proceedings of the Huron City Council
Regular Meeting Tuesday, May 9, 2023 at 6:30pm

Call to Order

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

Roll Call

The Mayor directed the Clerk to call the roll for the regular meeting of Council. The following members of Council answered present: **William Biddlecombe, Sam Artino, Monty Tapp, Joe Dike, Matt Grieves, Joel Hagy**. Council Member not present: **Mark Claus**.

Motion by Mr. Artino to excuse Mr. Claus' absence from the meeting.

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

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

There being more than a majority in favor, the motion passed.

Staff in attendance: City Manager Matt Lasko, Assistant Law Director Gary Ebert, Service Director Stuart Hamilton, Parks and Recreation Operations Manager Doug Steinwart, Planning Director Erik Engle, Police Chief Terry Graham, Finance Director Cory Swaisgood (via Microsoft Teams), Larry Fridrich – OHM Advisors and Terri Welkener, Clerk of Council.

Oath of Office

Mr. Lasko mentioned that this is one of the things he would like to do moving forward, certainly with our safety service personnel. As much as they do get sworn in on their first day or before their first day, he thinks they want to start a tradition to do something ceremonially in front of the public and Council, and also provide an opportunity for friends and family to join in, as well. He appreciates Council's agreeance to this.

Mr. Lasko then asked Officer Travaglianti to raise his right hand and administered the Oath of Office to new full-time patrol officer Jeff Travaglianti, to which he responded, "I do." A copy of the Oath of Office is attached hereto as Exhibit "A".

(Applause) Mr. Travaglianti said that he appreciates Council letting him do this. He thanked the chief for hiring him, and said that he will do what he can to benefit the City with his position, and thanked the community for attending and welcoming him to the City.

Family members then came to the front of Council Chambers to take photographs.

Approval of Minutes

Motion by Mr. Dike to approve the minutes of the April 25, 2023 regular Council meeting, as written.

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

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

NAYS: None (0)

There being more than a majority in favor, the motion passed.

Audience Comments

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

None.

Presentations

Fabens Tennis Courts

Mr. Hamilton provided an updated regarding the Fabens Tennis Courts Project. The project bid had been released in April and closed in May. The bid award date for Council approval will be May 23rd with construction starting mid-summer to fall. Two bids had been provided, with both bids providing a pickle ball option and tree clearance. Mr. Hagy asked how many courts were utilized by the High School Tennis Team, to which Mr. Hamilton stated all five courts are used.

Mr. Hamilton detailed the bid options provided by Industrial Service Sealer with base bids at \$422,900.43 and Erie Blacktop \$484,664.00. Bid alternative I was just over \$20,000 for Industrial Service Sealer and \$17,000 for Erie Blacktop while bid alternative II for tree removal was \$21,500 for Industrial and nearly \$25,000 for Erie Blacktop. The cumulative price for the bid options is \$464,643.00 for Industrial and \$526,810 for Erie Blacktop. The City did release a survey to see what the public wanted to do with these courts, and the results showed the public believed out of 5 courts pickle ball was a clear winner. The public did not appear to care about the dedicated stripes for either tennis or pickle ball. The survey results showed that tennis was ideal for 44 and younger crowd, pickle ball was voted for the age 50+ majority. Mr. Hamilton gravitated towards the option with dual striping and the three-court system, fulfilling the option for more pickle ball and simultaneously providing the tennis courts. Staff would suggest accepting the base bid from Industrial Service Sealer, accepting bid option II and rejecting bid option I for six dedicated pickle ball courts. If we award the contract on that, the City would then request a change order to include the additional work.

Mr. Hagy asked about dual striping for legitimate competitive tennis. Mr. Steinwart stated it appears this would be a good compromise; more and more shared facilities are having dual striping. Mr. Hamilton stated the lines would be more definitive than they are currently. Mr. Artino stated we pride ourselves on community input and we did the survey to know what we should do. Mr. Lasko stated this is not dissimilar to basketball courts with volleyball striping, football fields with soccer lining as well. The definitive striping could be more beneficial. Mr. Lasko stated the change order would assist in providing more pickleball without dedicating it and causing an impact on student athletes from the district. Mayor Tapp asked if there were any additional comments, to which Mr. Artino reiterated to follow the survey. Mr. Hagy inquired why not restripe the two, to which Mr. Hamilton stated that would not provide any more pickleball via the survey. Mr. Steinwart stated the City has worked with Industrial before and they are a great company. Mr. Tapp stated the nets for pickleball are \$2,500 dollars or so, and often clubs will bring in their own nets. Mr. Steinwart stated this will be the accurate height for pickleball, having the five

tennis courts and potentially six pickle ball gives us versatility for both groups. Mr. Hamilton stated the bulk of the work is in the fencing, base, drain and surface. Mr. Biddlecomb thinks this is the best compromise, with experience with the the football program having soccer lines has not affected anything and this should be fine.

Solid Waste Disposal and Recycling Services

Mr. Tapp introduced the next presentation for the residential solid waste disposal and recycling services bid results presented by Mr. Hamilton. Mr. Hamilton stated he tried to keep the existing contract going, but the invoices we received were roughly \$9,500 dedicated to fuel recovery charges the City was paying unexpectedly. The bid closed in April 2023, once council decides we expect the first reading May 23rd. After 3 readings we would award the contract starting on July 1st. Each option came with an A and B. Option A. included monthly bulk pickup unlimited and B. with a single item bulk pickup weekly. Option 1 had year-round service for everything, option 2 was year-round garbage and recycling, with yard waste restricted April through December. Option 3 was weekly garbage and yard waste, reduced recycling bi-weekly and Option 4 was year-round dropping recycling bi-weekly with yard waste April through December. We tried to look at this every way to see how the price would come out. Republic was the single respondent. The current price is at \$21.01 compared to option 1's base at \$23.02, with nobody thinking a single bulk item a week will work, base monthly goes to \$23.64, the price for what we have right now. Option 2, with the monthly bulk \$23.78 but less service. Mr. Hamilton stated there is no logic to their pricing, they have calculations and spreadsheets, but if they do not want to do the service, they make it more expensive. Option 3, is priced at \$21.10 a month but has bi-weekly recycling. Option 4, is a cut down on all services and would be more expensive than option 2. The City paid \$117,000 in fuel adjustment charges last year, and a \$4.50 base price increase to not get stung with those costs. In the contract there is a year 1 price, with each year increasing, going until 2026. The staff is investigating charging the trash to real estate taxes in the future. The City charges an administration fee for billing and managing these services, to try and keep charges down this assessment would go against the property, which would also alleviate trying to track down the money. Mr. Hamilton stated legislation needs to follow this; as we need direction from Council what the residents would prefer.

Mr. Biddlecomb stated he has many neighbors routinely have both trash and recycling filled up, and do not agree with bi-weekly pickup. Mr. Tapp stated the cost difference is not that much and bi-weekly isn't feasible. Mr. Greives stated utilities committee has been beating their head against a wall and the reality of things for a household, is they would need option 1. Mr. Artino remembers when you wanted to buy tickets for bulk pickup and found that a fairer option. Mr. Artino stated people are paying for bulk pickup but not using it. Mr. Hamilton stated bulk adds .62 cents and tags cost more than that. Mr. Swaisgood confirmed these rates are Republic rates, there has not been a price increase since 2017. The actual customer is looking at a 2.00/month difference from 2017 to now. Mr. Artino expected more, but inquired about the fuel charges. Mr. Swaisgood stated the City paid approximately \$9,000 a month for the fuel surcharge that was not being passed on to the citizens, but came from the General Fund. Mr. Tapp stated Mr. Hamilton is looking for feedback. Mr. Biddlecomb barely fills either one of his cans but there are a lot of people who do need more, stating option 1 to keep the same service makes sense. Mr. Artino would rather less than overflowing. Mr. Hagy states it doesn't matter what you cut, there will be a reduction in service. Mr. Dike stated he agreed with option 1. Mr. Greives, agreed option 1.

Mr. Tapp thanked Mr. Hamilton.

Old Business**Resolution No. 18-2022 (Second Amended)**

Motion by Mr. Biddlecombe that the three-reading rule be suspended and second amended Resolution No. 18-2022 (RESOLUTION NO. 18-2022 ADOPTED ON JANUARY 25, 2022, AS AMENDED ON AUGUST 9, 2022, IS HEREBY FURTHER AMENDED AS FOLLOWS: A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE NEPTUNE WATER METER RADIO TRANSMITTERS FROM NEPTUNE TECHNOLOGY GROUP RELATED TO THE NEPTUNE AMR TRANSITION PROJECT FOR AN AMOUNT NOT TO EXCEED FIVE HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED EIGHTY AND 73/100 DOLLARS (\$576,180.73)) be placed on its first reading.

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

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

There being five or more votes in favor, the motion to suspend the three-reading rule passed and Second Amended Resolution No. 18-2022 was placed upon its first reading. The Law Director read the Resolution by its title only.

Mr. Evans stated the project cost went up due to inflation but we needed to add another gateway, which is the hub to get our readings. Mr. Evans stated staff is working very hard going door to door, meter to meter to pull these out and change them over to Neptune and get away from our former service of Zenner. This is a very critical point to get this wrapped up.

The Mayor asked if there were any further questions on the motion. There being none, the Mayor directed the Clerk to call the roll on final adoption of Second Amended Resolution No. 18-2022. Members of Council voted as follows:

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

There being more than a majority in favor of adoption, Second Amended Resolution No. 18-2022 was adopted. The Resolution as adopted was signed by the Mayor and Clerk of Council and will take effect immediately.

Ordinance No. 2023-10 (second reading)

Motion by Mr. Ebert hat Ordinance No. 2023-10 (AN ORDINANCE TO LEVY A PERMISSIVE MOTOR VEHICLE LICENSE TAX PURSUANT TO OHIO REVISED CODE SECTION 4504.17) be placed on its second reading.

There being more than a majority in favor, Ordinance No. 2023-10 was placed upon its second reading. The Law Director read the Ordinance by its title only.

Mr. Swaisgood stated that Ordinance 2023-10 is the vehicle registration permissive tax allowable under the Revised Code - an additional \$5 can be levied on vehicle registrations from the City. The City collected

approximately \$163,000 per year over the last six or seven years. The additional levy is expected to offset the financial burden of maintaining and paving streets, which is currently being carried by the General Fund. The levy would be an additional \$5, bringing the license registration up from \$20 to \$25, and this must be passed by July 1st and submitted to the State in order to take effect on January 1st of 2024.

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

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

NAYS: None (0)

New Business

Resolution No. 26-2023

Motion by Mr. Grieves that the three-reading rule be suspended and Resolution No. 26-2023 (A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE (1)-YEAR LEASE AGREEMENT WITH SHOWBOAT LLC, DBA OLD FISH HOUSE, FOR A PORTION OF ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-01077.000 COMPRISING APPROXIMATELY 1,701 SQUARE FEET IMMEDIATELY ADJACENT TO LESSEE'S PROPERTY LOCATED AT 30 MAIN STREET, HURON, OHIO, FOR THE ANNUAL RENTAL AMOUNT OF TWO THOUSAND FIFTY-EIGHT AND XX/100 DOLLARS (\$2,058.00)) be placed on its first reading.

Mr. Dike recused himself from this piece of legislation at 7:11pm, and left Council Chambers.

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

YEAS: Grieves, Hagy, Biddlecombe, Claus, Tapp (5)

RECUSE: Dike (1)

NAYS: None (0)

There being five or more votes in favor, the motion to suspend the three-reading rule passed and Resolution No. 26-2023 was placed upon its first reading. The Law Director read the Resolution by its title only.

Mr. Lasko apologized for the narrative, proposing a 1-year lease rather than a 2-year lease. No charge was placed under the COVID-19 restrictions, however since we are back to pre-covid years we need to reassess. The former i5's lease was based on the cost per square foot of 1,700 square feet North of the priority, at \$2,058.00 in one lump sum paid by June 1st, retroactively beginning January 1 to December 31 of 2023. Also, any parties can terminate the lease with 60-day notice without cause. However, because of the influx of business during the summer months, there is an agreement to not terminate during 4 months, without cause.

The Mayor asked if there were any further questions on the motion. There being none, the Mayor directed the Clerk to call the roll on final adoption of Resolution No. 26-2023. Members of Council voted as follows:

YEAS: Grievés, Hagy, Biddlecombe, Artino, Tapp (5)
RECUSE: Dike (1)
NAYS: None (0)

There being more than a majority in favor of adoption, Resolution No. 26-2023 was adopted. The Resolution as adopted was signed by the Mayor and Clerk of Council and will take effect immediately.

Mr. Dike returned to the meeting at 7:14 pm.

Resolution No. 30-2023

Motion by Mr. Artino that the three-reading rule be suspended and Resolution No. 30-2023 (A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT, ON BEHALF OF THE CITY OF HURON, WITH SEELEY, SAVIDGE, EBERT & GOURASH CO., LPA FOR THE PROVISION OF LEGAL SERVICES FOR A PERIOD OF ONE YEAR FROM JUNE 4, 2023 THROUGH JUNE 3, 2024 IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND AND XX/100 DOLLARS (\$150,000.00)) be placed on its first reading.

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

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

There being five or more votes in favor, the motion to suspend the three-reading rule passed and Resolution No. 30-2023 was placed upon its first reading. The Law Director read the Resolution by its title only.

Mr. Lasko purposed to do another 1-year agreement, with the current contract expiring on June 1 2023. Mr. Lasko and staff are very pleased with their services. The first-year renewal \$120,000 a year with an hour cap of 60 hours per month. This year the contract is \$12,500 a month (or 150k a year) with a release of the hour cap. Looking at this proposal we are not looking at a cost increase, no hour cap, going through June 2024. This does not include outside litigation with additional charges of \$200/hour.

The Mayor asked if there were any further questions on the motion. There being none, the Mayor directed the Clerk to call the roll on final adoption of Resolution No. 30-2023. Members of Council voted as follows:

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

There being more than a majority in favor of adoption, Resolution No. 30-2023 was adopted. The Resolution as adopted was signed by the Mayor and Clerk of Council and will take effect immediately.

Resolution No. 39-2023

Motion by Mr. Biddlecombe that the three-reading rule be suspended and Resolution No. 39-2023 (A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE

CITY OF HURON, OHIO, WITH THE HURON ROTARY CLUB TO HOLD THE HURON ROTARY FESTIVAL IN THE CITY OF HURON, OHIO ON JUNE 24, 2023) be placed on its first reading.

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

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

NAYS: None (0)

There being five or more votes in favor, the motion to suspend the three-reading rule passed and Resolution No. 39-2023 was placed upon its first reading. The Law Director read the Resolution by its title only.

Mr. Steinwart stated there are only two changes as this is now a one-day event and does not require a road closure. This is a family friendly event with food trucks and music; Wally and the Beaves, wine and liquor like previous years.

The Mayor asked if there were any further questions on the motion. There being none, the Mayor directed the Clerk to call the roll on final adoption of Resolution No. 39-2023. Members of Council voted as follows:

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

NAYS: None (0)

There being more than a majority in favor of adoption, Resolution No. 39-2023 was adopted. The Resolution as adopted was signed by the Mayor and Clerk of Council and will take effect immediately.

Resolution No. 40-2023

Motion by Mr. Tapp that the three-reading rule be suspended and Resolution No. 40-2023 (A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE ERIE COUNTY REGIONAL PLANNING COMMISSION METROPOLITAN PLANNING ORGANIZATION (ERPC MPO) TRANSPORTATION ALTERNATIVE (TA) PROJECT GRANT RELATING TO CONSTRUCTION OF A MULTI-USE PATH ALONG JIM CAMPTBELL BOULEVARD IN THE AMOUNT OF TWO HUNDRED SEVENTY THOUSAND AND XX/100 DOLLARS (\$270,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY THOUSAND AND XX/100 DOLLARS (\$270,000.00) BE SUCCESSFUL) be placed on its first reading.

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

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

NAYS: None (0)

There being five or more votes in favor, the motion to suspend the three-reading rule passed and Resolution No. 40-2023 was placed upon its first reading. The Law Director read the Resolution by its title only.

Mr. Hamilton stated the legislation lets staff apply for this grant for a proposed multi-use bike path along Jim Campbell Blvd with the Lake Erie Electric Trail. This would be submitted by May 12, 2023

The Mayor asked if there were any further questions on the motion. There being none, the Mayor directed the Clerk to call the roll on final adoption of Resolution No. 40-2023. Members of Council voted as follows:

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

There being more than a majority in favor of adoption, Resolution No. 40-2023 was adopted. The Resolution as adopted was signed by the Mayor and Clerk of Council and will take effect immediately.

Resolution No. 41-2023

Motion by Mr. Tapp that the three-reading rule be suspended and Resolution No. 41-2023 (A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE ERIE COUNTY REGIONAL PLANNING COMMISSION METROPOLITAN PLANNING ORGANIZATION (ERPC MPO) TRANSPORTATION ALTERNATIVE (TA) PROJECT GRANT RELATING TO CONSTRUCTION OF A BIKE PATH CONNECTING THE LAKE SHORE ELECTRIC TRAIL TO THE RYE BEACH CORRIDOR IN THE AMOUNT OF TWO HUNDRED THOUSAND AND XX/100 DOLLARS (\$200,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND AND XX/100 DOLLARS; AND ENTER INTO AN AGREEMENT WITH THE ERPC MCO UPON AWARD, SHOULD THE APPLICATION BE SUCCESSFUL) be placed on its first reading.

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

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

There being five or more votes in favor, the motion to suspend the three-reading rule passed and Resolution No. 41-2023 was placed upon its first reading. The Law Director read the Resolution by its title only.

Mr. Hamilton stated this resolution will allow staff to apply for this grant application not to exceed \$200,000 to Regional Planning, this would take the other end of the Lake Erie Electric Trail and tie it to the for a multipurpose path that will come with the Rye Beach Road Reconstruction Project, down the road and probably down the cul de sac behind the gas station. It would be a connection the whole way through. Mr. Hamilton expressed his gratitude for Larry Frederick, who needs the credit for chasing down these grants and does a lot of work on these.

The Mayor asked if there were any further questions on the motion. There being none, the Mayor directed the Clerk to call the roll on final adoption of Resolution No. 41-2023. Members of Council voted as follows:

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

There being more than a majority in favor of adoption, Resolution No. 41-2023 was adopted. The Resolution as adopted was signed by the Mayor and Clerk of Council and will take effect immediately.

Ordinance No. 2023-11

Motion by Mr. Dike that the three-reading rule be suspended and Ordinance No. 2023-11 (AN ORDINANCE TO REVISE THE CODIFIED ORDINANCES BY ADOPTING CURRENT REPLACEMENT PAGES; AND DECLARING AN EMERGENCY) be placed on its first reading.

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

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

There being five or more votes in favor, the motion to suspend the three-reading rule passed and Ordinance No. 2023-11 was placed upon its first reading. The Law Director read the Ordinance by its title only.

Motion by Mr. Dike to place Ordinance No. 2023-11 as an emergency measure.

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

There being five or more votes in favor of the motion, Ordinance No. 2023-11 was placed as an emergency measure.

Mr. Lasko stated there are updates to the content standpoint, with significant changes to codified ordinances at the state level. We honored and adopted as oversight of our safety forces, this has already been budgeted for.

The Mayor asked if there were any further questions on the motion. Mr. Hagy inquired if we are catching up with the State. Mr. Lasko stated we formally adopt the State's ordinance and anything we changed locally we need to adopt and change as well. Historically we do this twice a year, but we changed them in April as well. There was a lot of content that we found prudent to adopt. Mayor directed the Clerk to call the roll on final adoption of Ordinance No. 2023-11. Members of Council voted as follows:

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

There being more than a majority in favor of adoption, Ordinance No. 2023-11 was adopted. The Ordinance as adopted was signed by the Mayor and Clerk of Council and will take effect immediately.

Ordinance No. 2023-12

Motion by Mr. Dike that Ordinance No. 2023-12 (AN ORDINANCE AMENDING CHAPTER 909 (ASSESSMENTS) OF THE CODIFIED ORDINANCE OF HURON, OHIO TO ESTABLISH NEW SECTIONS 909.02

(CONSTRUCTION AND/OR REPAIR OF SIDEWALKS) AND 909.03 (MAINTENANCE, REMOVAL AND/OR REPLACEMENT OF TREES)) be placed on its first reading.

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

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

Mr. Engle stated this legislation establishes a policy to folks to assess work being done in the right-of-way. This assessment allows for residents to finance changes to the sidewalks and trees, over the course of four years. Mr. Hagy asked who the city's arborist, to which, Mr. Engle stated no one is on staff and we contract out for this service. Mr. Dike asked if this was for commercial, residential or association. Mr. Engle stated it's for any adjacent tree or sidewalk regardless of zoning.

There being five or more votes in favor, the motion to suspend the three-reading rule passed and Ordinance No. 2023-12 was placed upon its first reading. The Law Director read the Ordinance by its title only.

Ordinance No. 2023-13

Motion by Mr. Dike that the three-reading rule be suspended and Ordinance No. 2023-11 (AN ORDINANCE REPEALING AND AMENDING AND RESTATING CHAPTER 907 (TREES) OF THE HURON CODIFIED ORDINANCES) be placed on its first reading.

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

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

There being five or more votes in favor, the motion to suspend the three-reading rule passed and Ordinance No. 2023-13 was placed upon its first reading. The Law Director read the Ordinance by its title only.

Ordinance No. 2023-14

Motion by Mr. Dike that the three-reading rule be suspended and Ordinance No. 2023-14 (AN ORDINANCE AMENDING CHAPTER 521 (HEALTH, SAFETY AND SANITATION) OF THE HURON CODIFIED ORDINANCES TO ADD A NEW SECTION 521.14 (DUTY TO MAINTAIN TREES IN TREE LAWN); REPEALING, AMENDING AND RESTATING SECTION 521.06 (DUTY TO KEEP SIDEWALKS IN REPAIR AND CLEAN) OF CHAPTER 521 (HEALTH, SAFETY AND SANITATION) OF THE HURON CODIFIED ORDINANCES; AND FURTHER AMENDING CHAPTER 521 TO ADD RELATED CROSS REFERENCES) be placed on its first reading.

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

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

NAYS: None (0)

There being five or more votes in favor, the motion to suspend the three-reading rule passed and Ordinance No. 2023-14 was placed upon its first reading. The Law Director read the Ordinance by its title only.

Mr. Engle reiterated the need to cross reference, as home owners are the responsible parties even if there is no assessment, per utility code 909 and 907. Mr. Hagy asked how the payment terms were historically, and how did they jump from 4-10 years. Mr. Engle deferred to Mr. Swaisgood, who stated the reason being when the Side Walk Program was established in 2020 where there was a 5–10-year assessment. That cost was too long for the City to wait to get the money recouped. The reduction in years is making this more consistent. The amount does include interest with a prime rate, however the 5-10-year long assessments had a higher interest rate that was also accruing. The larger trees on Adams Ave are between \$3,000-\$6,000. Mr. Lasko views this as a benefit to the residents, versus the City saying to take a tree down immediately with no option, we are giving financing options. The City is going to proactively look into this with the opportunity to opt in, with their own arborist and get into the program on their own. The requirement is to re-plant to not lose the tree canopy. Mr. Artino inquired about group rates and bids, based on 10-20 trees can we do this together. Mr. Engle has put the City into quadrantes and into districts, with older neighborhoods being priority.

City Manager's Discussion

The City Manager spoke on several topics:

Real Estate updates

Con Agra: Developers will be appearing in front of the Planning Commission on Wednesday May 17th at 5:00p.m. as there was feedback from the March meeting. The developers have taken the advice and concerns under consideration and will be addressing those issues at the upcoming meeting.

Oster Mobile Home Park Purchase: Through the end of last week, the City has met with 19 households thus far with additional meetings scheduled this week. Mr. Lasko is hearing from individuals in regards to challenges, moving and economically and how they can help. Representatives from Salvation Army of Huron and Canopy Tuesday are also in attendance. Mr. Lasko stated social service agencies are collaborating bi-weekly to maximize services and assistance to property owners and renters. Decker's Mobile Home Services are coming to inspect moving trailers, we will be working with those property owners as well.

Streets and Infrastructure: As of this Monday, the temporary roadway at Sawmill Parkway is open. This is necessary as the project is 20% completed and is on schedule for this fall.

Resurfacing: The amount of potential pavement we are looking to disturb per Mr. Hamilton and OHM, there are a lot of areas of concern. Core samples were taken in places that appeared good as well as samples from problem areas. From a cost standpoint, these areas can create a massive budget issues, so it was important to be prudent with a project of this scale, they were surprised. There are places with zero base and just poured asphalt over dirt. Over 65% of the samples are considered insufficient and we are

unable to raise the level of the road without impacting driveways and aprons. There are no recommendations for 2023 without more investigation. Mr. Lasko is grateful we uncovered this prior to the contract being awarded.

The Electrical Aggregate: There is a two-year aggregate with Dynegy, which is an opt out program. Residents will be automatically enrolled unless you opt out, with opt out being May 5th through June 5th and the first billing cycle on June 26th read in July and billed in August per KWH.

The Fish cleaning station: There was testing on April 25th when issues were identified preventing opening. The manufacturer has been contacted with a soft opening being scheduled for the public soon thereafter.

624 Berlin-The barn has been removed at the park and Mr. Ed Burdue completed his work. Leimester Tree Services has cleaned scrub areas from the pond, and fresh graded soil and grass seed is down. Mr. Lasko reminded the public, fishing is catch and release only and signs are on order. On May 2nd City Architecture was in town presenting conceptual ideas to the public.

Finance –State auditor completed the 2021 financial state audit. There were no reported findings with only a few management recommendations. This was just discussed in depth at the Finance Committee Meeting. The findings should be released in July or August of this year. Also listed in the manager’s report, income tax was up 4% from the Ardagh expansion and from Sawmill Creek Resort. The unencumbered general fund balance is over 1.8 million, but there are many significant transfers to HJR and a quarterly cash transfer with 23-24% gf balance. Interest earnings are up 188% compared to last year. STAR Ohio budgeting is playing a large role in this.

Water Dept: Cleaning for the primary intake was improved at the last meeting taking 5 weeks to complete. OHM meeting is scheduled tomorrow with drawings and plan progression for South Main Street waterline, with hopes to bid in 2023.

Upcoming meetings: Planning Commission is scheduled May 17th at 5:00 p.m. City Council on May 23rd at 5:30 related to the consideration of charter review.

Mr. Dike inquired about Sawmill Parkway regarding HPP expansion. Mr. Hamilton responded, the electrical portion in Sawmill Parkway is only for impacted portions only, we are not running conduit down Sawmill but at cross points including light poles. Those businesses will not be included with HPP at this time. We will eventually go out to bid.

Mr. Dike additionally inquired about fiber being ran throughout the City. Mr. Hamilton stated fiber has three different companies here, Omni, Frontier, and Buckeye, three sets of fiber is being run throughout the city. Mr. Hamilton stated flags are only valid for 10 days per OUPS, you are welcome to move the flags after day 10. The companies are responsible for putting your property back to the way they found it, although there is an easement that allows access to your property.

Mr. Dike asked about the Con Agra project and design, and are the developers showing different concepts or plans? Mr. Lasko stated it will be another version of a site plan, typical conceptual site plans were submitted at Planning Commission, every one thought it prudent that there was high level support

from the public and private standpoint. Mr. Lasko stated this was A-typical but seeing how the project is going it's good we did it, along with the renditions provided, it's a conceptual blessing. Mr. Dike asked additionally, what streets were sampled as some residents will not want asphalt. Mr. Lasko stated the neighborhoods were Old Homestead I and II and Chaska. Per Mr. Lasko the City will not propose to do the work in 2023, we will need to minimally work with associations.

Mr. Hagy inquired about meeting with residents of Oster's. Mr. Lasko stated outreaches were made to individuals by other community programs. Candidly, there are some folks who want to do things on their own and do not want to meet with the City. Members did the best they could to meet with everyone they could, but some had opted out. Everyone is now aware that help is available and the City is aware this is not limited to one meeting per household. One conversation will not get to the bottom of all the families and households, as this requires ongoing conversations.

Conversation between members of Council and staff ensued regarding paving the streets, timeframes, which street was the worst off. Mr. Lasko wants to start setting aside funds to be able to accomplish this. No streets in 2023 unless there is an issue.

With no further discussion needed, the Mayor asked if there were any other questions. There being none.

Mayor's Discussion

Mayor Tapp gave kudos for the street due diligence and Mr. Frederick and OHM for the samples. Mr. Tapp stated staff is working really hard although this may seem boring, staff has so much going on and it's an everyday process. Mr. Tapp extended gratitude to Mr. Engle and his changes on the ordinances, God bless him because no one wants to do that. Mr. Tapp welcomed Officer Travaglianti and thanked Council for their work as well.

For the Good of the Order

All Council members welcomed our new officer Mr. Travaglianti and were all in agreeance that they enjoyed the swearing in ceremony during the meeting. All Council members extended gratitude to staff for their work and the public for attending and/or listening at home. Mr. Biddlecomb additionally congratulated Jesse Gimperling for Terrific Teacher Tuesday and several student athletes on their successes. Varsity Home games coming up:

- Boys Baseball: May 10 and 13
- Girls Softball: May 12 and 13
- Boys Tennis: May 10, 15, and 16th

Please come out and support all our student athletes, and Go Tigers!

Adjournment

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

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

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

There being a majority in favor of the motion, the regular Council meeting of May 9, 2023 was adjourned at 8:06 pm.

Terri S. Welkener, Clerk of Council

Adopted: _____



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Ordinance No. 2023-16 (**second reading**) (Submitted by Matt Lasko)
DATE: July 11, 2023

Subject Matter/Background

This legislation on its second reading is to create a charter review commission. This will need to go to the board of elections to be submitted as a ballot item in this year's November election.

Financial Review

The financial impact to the City will result in election fees from the Board of Elections, which can vary based on the election date. Costs will be minimal if the charter change is added to the ballot for the primary election in November.

Legal Review

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

Recommendation

If Council is in agreement, a motion placing Ordinance No. 2023-16 on its second reading is in order.

[Final_Proposed_Charter_Commission_EX_A.pdf](#)

[Ord_2023-16_creating_Sec_12.10_Periodic_Charter_Review \(1\).docx](#)

Exhibit A

Amendment to Charter to add new Section 12.10 titled “Periodic Charter Review”

“Beginning in 2024, and similarly, every five (5) years thereafter, each member of City Council shall appoint one (1) citizen of the City of Huron in order to establish a Charter Review Commission of seven (7) qualified electors, which appointments shall occur no later than six (6) months prior to the date that any proposed amendments must be timely submitted to the Erie County Board of Elections for inclusion on the ballot for the next regular November election. The appointments of the seven (7) qualified electors shall be confirmed by Council, all of whom shall hold no other office or appointment within the City. To be a “qualified elector,” such persons must reside in the City of Huron and be registered to vote at the time of such appointment to the Charter Review Commission. Said seven (7) qualified electors shall serve as a Charter Review Commission. The Charter Review Commission shall recommend to Council such alterations, revisions, and amendments to the Charter to be voted on at the next regular November election, and, thereafter, Council shall choose and have final approval as to none, some, or all such alterations, revisions, and amendments to the Charter to be voted on at the next regular November election (as determined by the sole direction of Council), which Council vote (if any) shall be consistent with the Charter and Ohio law. Each said Charter Review Commission shall cease to function on the day of the next November election following its appointment. Each member of the Charter Review Commission shall serve without compensation and shall not serve on consecutive Charter Review Commissions. Meeting of the Charter Review Commission shall be open to the public.”

ORDINANCE NO. 2023-16

Introduced by: Joe Dike

AN ORDINANCE TO SUBMIT TO THE ELECTORS OF THE CITY A PROPOSED AMENDMENT OF THE CHARTER OF THE CITY OF HURON, OHIO TO ADOPT SECTION 12.10, PERIODIC CHARTER REVIEW.

WHEREAS, pursuant to Article XVIII, Section 7 of the Ohio Constitution, the City of Huron (“City”) is governed by the Charter for the City of Huron, Ohio and is entitled to exercise all powers of local self-government.

WHEREAS, the City does not currently have any regular process or procedure to review the Charter and recommend any alterations, revisions, or amendments as may be necessary or appropriate in light of changing laws, technologies, or societal standards.

WHEREAS, pursuant to Article XVIII, Section 9 of the Ohio Constitution, the City, upon a two-thirds vote of its Council, may submit proposed amendments to its Charter to the electors of the City; and

WHEREAS, pursuant to Article XVIII, Section 8 of the Ohio Constitution, the City may establish a Charter Review Commission to periodically review the Charter and recommend alterations, revisions, or amendments to the Charter to be approved by Council and voted upon by the electors of the City; and

WHEREAS, after due deliberation and consultation with the City Manager, the Law Director, and members of the public, the Council finds that the residents of the City would be well-served by amending the Charter to adopt Section 12.10, Periodic Charter Review, and to place such proposed Amendment before the electorate of the City to be voted upon at the next regularly scheduled general election in November.

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

Section 1: That Council, by at least a two-thirds vote of its members, hereby proposes to amend the Charter of the City of Huron, Ohio by adopting Section 12.10, Periodic Charter Review, which shall be as set forth in Exhibit A attached hereto and made a part hereof.

Section 2: That Counsel hereby submits to the electors of the City, the following question: shall the City Charter be amended to adopt Section 12.10, Periodic Charter Review.

Section 3: That the question set forth in Section 2 be and hereby is known as “Proposed Charter Amendment No. 1, Periodic Charter Review.”

Section 4: That upon final passage of this Ordinance, the Clerk is directed to serve a certified copy of this Ordinance, along with the text of the proposed Section 12.10 Periodic Charter Review, upon the board of elections for Erie County, Ohio.

Section 5: That the board of elections for Erie County, Ohio, is hereby requested to place the question set forth in Section 2 upon the ballot to be submitted to the electors as provided for herein.

Section 6: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Cory Swaisgood
RE: Ordinance No. 2023-17 (*submitted by Cory Swaisgood*)
DATE: July 11, 2023

Subject Matter/Background

Ordinance No. 2023-17 requests the Council's authorization for changes to the annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the detailed breakdown.

Financial Review

See Exhibit "A" for financial review and details of supplemental appropriations.

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. 2023-17 is in order.

[2023-17 Exhibit A.pdf](#)

[Ordinance_No._2023-17__Appropriations.docx](#)

CITY OF HURON
 BUDGET APPROPRIATION ADJUSTMENTS, AND CASH TRANSFERS
 SUMMARY SHEET

Exhibit A

DATE: 7/11/2023
 ORDINANCE: 2023-17

Appropriation Measure

Reason for Appropriation Measure

The appropriation measures below are necessary for the following reasons:

1. Additional appropriations are necessary in the Police Department's budget to pay for unanticipated maintenance within the station.

In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control, and cash transfers.

APPROPRIATION MEASURE

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount
GENERAL FUND	110	Police	OTHER EXPENSES	\$ 15,000

NET IMPACT ON TOTAL APPROPRIATIONS \$ 15,000

ORDINANCE NO. 2023-17
Introduced by Mark Claus

AN ORDINANCE AMENDING ORDINANCE NO. 2022-69, ADOPTED ON DECEMBER 27, 2022, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES.

WHEREAS, pursuant to Ordinance No. 2022-69, adopted December 27, 2022, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2023 for the operations of all City departments and offices; and

WHEREAS, Council has established various funds for the financial operation of the City, and through the current fiscal year certain funds have been determined to have insufficient funds and certain Funds have been determined to have excess funds; and

WHEREAS, it is necessary to amend the budget to reflect appropriation transfers and supplemental appropriations to accommodate the operational needs of certain City departments and offices and to assure all funds of the City are in proper balance.

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

SECTION 1. That Exhibit "A" of Ordinance 2022-69, adopted on the 27th day of December 2022, as amended by Ordinance No. 2023-2 adopted on January 24, 2023, as amended by Ordinance No. 2023-6 adopted on March 28, 2023, and as amended by Ordinance No. 2023-9 adopted on April 11, 2023, is hereby amended to provide for supplemental appropriations and appropriation transfers as to each fund set forth in Exhibit "A" attached hereto and made a part hereof;

SECTION 2. That the Director of Finance and the City Manager are hereby authorized to expend the funds herein appropriated for the purpose of paying the operating expenses of the City for the fiscal year ending December 31, 2023, and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized to properly balance the various funds of the City.

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

SECTION 4. That in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately; WHEREFORE, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Cory Swaisgood
RE: Ordinance No. 2023-18 (*submitted by Cory Swaisgood*)
DATE: July 11, 2023

Subject Matter/Background

A cash handling policy, which also includes setting petty cash amounts, is a Government Finance Officers Association's best practice in government finance. This policy, established in 2021, is used as a general guideline for all employees handling cash and requires employees to sign off on the policy before handling City cash. The purpose of this amendment is to establish a cash drawer in Planning & Zoning and a petty cash account in the Police Department. In addition, the City modified cash drawer amounts at the Boat Basin, Fabens Park, and Nickel Plate Beach. An increase in cash drawer amounts is needed due to more activity at these locations since 2021, when the policy was established.

Financial Review

There is no financial impact with the cash handling policy. This policy will continue to ensure adequate internal controls are in place for cash handling in locations other than the City's bank account.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Ordinance 2023-18 as an emergency measure is in order.

[Exhibit A - Cash Handling Policy AMENDED.docx](#)
[Ordinance_No._2023-18__Amending_Cash_Handling_Policy.docx](#)



CITY-WIDE CASH HANDLING POLICY

A. PURPOSE:

The Cash Handling Policy is established for the purpose of ensuring adequate internal controls to account for the handling of the City of Huron's ("City") municipal cash and to maintain public trust. The procedures to enforce and controls to ensure that this Cash Handling Policy is carried out are to include but are not limited to those outlined below:

- a. Written documentation evidencing assigned authority (see Cash Handling Policy Employee Acknowledgement Form below).
- b. Random drawer audits conducted under the direction of the Director of Finance. A requirement that any non-compliance with this policy or deviation from set procedures will be reported to the Director of Finance in the form of a memorandum outlining the non-compliant act or procedural deviation.

B. DELEGATION OF AUTHORITY:

- a. The Director of Finance is authorized to promulgate rules for establishing procedures for the receipt, handling, and deposit of municipal cash by municipal employees and persons performing cash handling functions where there are municipal operations being performed, and funds that are to be placed into the municipal treasury. For the purpose of this policy, city employees, employees of companies that perform services operating departments or facilities for the City, volunteers, and all other persons involved in cashier related functions involving municipal cash, whether the employee(s) is/are full or part-time are covered by the terms of this policy. Incorporated within the authority granted via this policy is the right to require regular reporting to the Director of Finance; inspection of departmental cash records, including overages or shortages and inspection of departmental practices and procedures in handling municipal cash. The Director of Finance may verify and inspect for compliance with promulgated policies, procedures and rules to assure that they are being adhered to through on-site inspections.
- b. The City is required by law to keep detailed records of transactions involving the receipting, retention, and disbursement of all City revenue. The Finance

Department is charged with the responsibility of overseeing the proper receipting and safeguarding of all municipal funds.

- c. Responsibility and accountability for the daily collection of funds is delegated to the principal municipal cash custodian of each operating location involved in cashiering operations along with his/her supervisor.

C. DUTIES OF CITY PERSONNEL:

Any City employee who receives municipal cash in the normal scope and course of his/her duties shall:

1. Ensure the delivery or deposit is made in compliance with ORC Section 9.38 and comply with rules promulgated by the Director of Finance for handling and processing of municipal cash.
2. Notify his/her supervisor and department head of any loss or theft of municipal money immediately upon discovery. Written notice shall be given to them no later than twenty-four hours after discovery.
3. Shall count, balance, report and relinquish cash drawer collections in excess of the cash drawer amount to the facility's principal municipal cash custodian no later than the end of his/her shift each day.
4. Each cash custodian/the department head or manager shall prepare deposit records and deposit the day's collections in accordance with the following process:
 - a. City personnel must deposit all public moneys received by that person with the Finance Department or properly designated depository (bank) on the business day next following the day of receipt, if the total amount of such moneys received exceeds one thousand dollars (\$1,000). If the total amount of the public moneys so received does not exceed one thousand dollars (\$1,000), the person shall deposit the moneys within three (3) business day next following the day of receipt, provided the person is able to safeguard the moneys until such time.
 - i. Safeguarding the public moneys include proper segregation of duties on handling the cash (signoffs, reviews); securing cash received for deposit in a locked safe within a secured area; restricted access to the safe. This process must be approved by the Finance Director.
5. Municipal employees are subject to disciplinary action for failure to comply with the duties described in the Cash Handling Policy.

D. LIABILITY FOR LOSS

Primary responsibility for care and liability for loss of municipal cash in its custody is recognized at the department/facility level until deposited with the Finance Department or bank. Compliance with the procedures approved by the Director of Finance establishes a presumption that a municipal department/facility is exercising due care in its custody and care of municipal cash.

E. ESTABLISHMENT/INCREASE OF CASH FUNDS

All requests for the establishment of cash funds, (i.e. cash drawer and petty cash funds) must be made to the Director of Finance. The Director of Finance will maintain a complete listing of all cash funds. The department/facility, custodian and the dollar value of the cash funds are to be maintained on this written listing.

1. A check request signed by the department head; specifying the type of fund (cash drawer or petty cash), the amount being requested, and an explanation describing the basis for the requested funds is required to be submitted to the Director of Finance. (Email is acceptable)
2. It is not permissible for cash funds to be established out of cash receipts by any department/facility.
3. A cash fund will not be established until a principle cash fund custodian has been designated by the department head/facility manager. Cash funds must have only one principle cash fund custodian responsible for managing cash funds. In the absence of the principle cash fund custodian, the supervisor is responsible for the control and management of cash funds.
4. Should it become necessary to change fund custodians, the supervisor must notify the Director of Finance and an audit of the cash fund be performed prior to transferring the cash fund to a new principal cash fund custodian. An audit of the cash fund will not be performed unless and until the new custodian is present.
5. Upon receipt of the cash fund money, the new custodian will sign the custodian acknowledgement form maintained by the Director of Finance.

F. TERMINATION OF CASH FUNDS

- a. When the need arises to close a municipal cash fund, the department head/facility manager shall notify the Director of Finance that the cash fund is to be closed by providing a memorandum (email is acceptable) specifying the reason for the closure. At the point funds are to be relinquished, an audit of the cash fund shall be performed in the presence of the department

head/facility manager or the municipal cash fund custodian. Any discrepancy from the proper balance shall be noted and addressed at that time. The Director of Finance shall void and return the department head and custodian's signed Cash Handling Policy Employee Acknowledgement Form.

- b. Upon completion of the cash audit and relinquishment of the funds to the Director of Finance or his designee, the cash will be deposited into the municipal depository and appropriate accounting entries recorded to reverse the recognition of the municipal cash funds on the general ledger.

G. SECURITY OF CASH FUNDS

- a. Funds must be secured in a safe when not being used operationally or receipts are not being prepared for deposit.
- b. Provisions should be made in departments where more than one cash fund exists to secure all funds that are not being currently utilized.
- c. Only the department head, principle cash fund custodian and alternates should maintain keys and have access to municipal cash funds on hand and relinquished daily receipts when they are not in operational use or being prepared for deposit.
- d. Bank bags must be locked and kept out of sight when transporting municipal funds for deposit at the municipal depository.
- e. All cash funds must be reviewed for propriety on a randomly by the department head/facility manager.
- f. Petty cash funds shall remain secured until need arises to perform a transaction involving petty cash.
- g. Cash register drawers shall not be left unattended without the cash register being locked and the register's key removed and retained on the person of the responsible employee.
- h. Cash register drawers shall be removed from each cash register before the close of business each day, relinquished to the department head/facility manager, principle municipal cash fund custodian or on duty alternate, and placed in a vault or safe.

H. CASH DRAWER GUIDELINES

- a. Cash drawers should generally be used for the following:
 - i. Making change to the public,
 - ii. Receiving payment for multiple types of transactions.
- b. Adequate receipts and documentation must be maintained to support all transactions made from the cash drawer.
- c. A cash drawer custodian may be revoked at the discretion of the Finance Director.

I. CASH DRAWER BALANCES

Department	Fund Limit
Finance Department	\$150
Boat Basin	\$300 \$200
Parks/Rec Office	\$100
Fabens Park Concessions	\$600 \$500
Nickel Plate Beach Parking	\$600 \$500
Building and Zoning	\$50
Court	\$200
Total	\$1,900

J. OVERAGES AND SHORTAGES

Both overages and shortages should be noted and tracked by the custodian and then reviewed and certified by a department supervisor. Significant amounts should be immediately reported to the department director and the Finance Director. If there appears to be a growing pattern or anything unusual or strange about the overages and shortages, that information must be disclosed immediately.

K. CASH DRAWER PROCEDURES

- a. Custodians of cash drawers shall issue a receipt to the customer for all transactions.
- b. The custodian shall for a specified period of time complete a cash reconciliation form for deposit with the Finance Department and submission to the Finance Department and recording of revenue in the City's accounting system.
- c. If a discrepancy exists between the "Total Cash on Hand" and the "Valid Cash Balance", then the custodian needs to inform his/her supervisor who then contacts the Finance Department. The discrepancy should be noted on the

reconciliation with supervisor sign-off, if the unreconciled discrepancy is not known.

- d. For seasonal cash drawers (e.g. Nickel Plate Beach), the custodian shall audit and deposit the funds with the Finance Department in the off-season.

L. REGULATION OF PETTY CASH

- a. Petty cash funds are used for expenditures of \$100 or less made by a City employee.
- b. Adequate receipts and documentation must be maintained to support all transactions made from the Petty Cash Fund.
- c. A petty cash fund or custodian may be revoked at the discretion of the Finance Director.
- d. The amount of the petty cash fund may be reduced at the discretion of the Finance Director.

M. ESTABLISHED PETTY CASH FUNDS

Department	Fund Limit
Finance Department	\$235
Police Department	\$550

N. ESTABLISHING NEW PETTY CASH FUNDS

Departments wishing to establish a new petty cash fund shall contact the Finance Director.

O. CLOSING A PETTY CASH FUND

If it is determined that an existing petty cash fund is no longer needed, the custodian must close the fund. The remaining cash and all receipts should be taken to the Finance Department for deposit.

Contact the Finance Department to obtain the appropriate account information before the deposit is made. Supporting documentation will be forwarded to the Finance Department for reconciliation.

P. PETTY CASH PROCEDURES:

- a. The requester shall complete the Petty Cash Reimbursement Form (attached). Describe the purchase/expenditure in the description/explanation area and enter the total amount requested for reimbursement. A receipt for the expenditure must be attached to this form. The form must be signed and dated by the requestor and approved by the Finance Director with his/her signature and the date.

- b. On a periodic basis, the custodian counts the currency and coins in the petty cash fund, sums the receipts in the petty cash fund file. The combined dollar value of the currency, coins and the receipts must equal the petty cash fund total assigned to the custodian. The custodian then completes a Petty Cash Reimbursement Form and a check request to reimburse the petty cash fund for the amount of the outstanding receipts.
- c. If a discrepancy exists between the total of the currency, coin and receipts and the petty cash fund total assigned to the custodian, the custodian needs to inform the Finance Department petty cash fund to ensure that sufficient currency and coin are on hand to reimburse employees for expenditures.

This policy was reviewed and adopted by the Finance Committee on February 8, 2021; and City Council on February 23, 2021; Ordinance 2021-6; **amended by City Council on July 11, 2023; Ordinance 2023-18.**

GLOSSARY

- Municipal Cash – Currency, coins, checks, charge payments, other electronic payment media, and other negotiable instruments payable as money to the municipality or to operations owned or affiliated with the municipality.
- ORC 9.38 – This Ohio Revised Code Section states, “A person who is a public official other than a state officer, employee, or agent shall deposit all public moneys received by that person with the treasurer of the public office or properly designated depository on the business day next following the day of receipt, if the total amount of such moneys received exceeds one thousand dollars. If the total amount of the public moneys so received does not exceed one thousand dollars, the person shall deposit the moneys on the business day next following the day of receipt, unless the public office of which that person is a public official adopts a policy permitting a different time period, not to exceed three business days next following the day of receipt, for making such deposits, and the person is able to safeguard the moneys until such time as the moneys are deposited. The policy shall include provisions and procedures to safeguard the public moneys until they are deposited. If the public office of which the person is a public official is governed by a legislative authority, only the legislative authority may adopt such a policy.”

CITY OF HURON
CASH HANDLING POLICY
Municipal Cash Fund Custodian
Employee Acknowledgement Form

I, _____, accept and acknowledge I am a municipal cash fund custodian for the below named department/facility of the City of Huron. I accept and understand the responsibility delegated to me. I understand and agree, as department head/facility manager/municipal cash custodian, that I may be held responsible and accountable for municipal cash that is administered under my care and authority on behalf of the City of Huron, as provided in the Cash Handling Policy of the City.

Department/Facility Name: _____

Signature: _____

Print Name: _____

Date: _____

**CITY OF HURON
CASH HANDLING POLICY
Municipal Petty Cash Reimbursement Form**

Department/Facility Name: _____
Original Petty Cash Fund Balance: _____
Amount of Requested Reimbursement: _____

Recap of Disbursements

Vendor Name	Date of Purchase	Account Code	Amount
Total:			

Requestor (Custodian) Signature: _____
Print Name: _____
Date: _____

Finance Director Signature: _____
Print Name: _____
Date: _____

ORDINANCE NO. 2023-18

Introduced by Monty Tapp

AN ORDINANCE AMENDING THE CITY-WIDE CASH HANDLING POLICY FOR THE CITY OF HURON AND DECLARING AN EMERGENCY.

WHEREAS, the City adopted a city-wide cash handling policy with Ordinance 2021-6 on February 23, 2021, to ensure adequate internal controls to account for the handling of the City's municipal cash and to maintain public trust.

WHEREAS, the City wishes to amend the city-wide cash handling policy to update cash drawer and petty cash accounts.

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

Section 1. That the policy set forth in Exhibit A attached hereto and made a part hereof shall be, and hereby is, amended as the City-Wide Cash Handling Policy of the City of Huron.

Section 2. That the various municipal officers having authority over the City's municipal cash shall, henceforth, act in accordance with such policy.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

Adopted: _____



TO: Mayor Tapp and City Council
FROM: Cory Swaisgood
RE: Ordinance No. 2023-20 (*submitted by Chief Terry Graham*)
DATE: July 11, 2023

Subject Matter/Background

The Huron Police Department would like to donate an old cruiser to EHOVE career center. With all the repairs it needs, they said we will be lucky to get \$1,500. At this price, it was deemed not worth the effort and the City's time and money to get it ready for auction. EHOVE will just take it, as is, and remove the decals themselves.

The vehicle is a 2015 Dodge Charger, 145,934 miles, with VIN: 2C3CDXAG9FH885989.

Financial Review

There is no financial impact to the City budget.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion to adopt Ordinance No. 2023-20 is in order.

[Ordinance_No._2023-20 Donate Auto to EHOVE.docx](#)

ORDINANCE NO. 2023-20
Introduced by SamArtino

AN ORDINANCE AUTHORIZING THE DONATION OF A POLICE VEHICLE THAT IS UNNEEDED, OBSOLETE, AND/OR UNFIT FOR MUNICIPAL PURPOSES TO EHOVE CAREER CENTER, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO ANY ON MORE MORE AGREEMENTS WITH EHOVE CAREER CENTER TO MEMORIALIZE, INTER ALIA, THE DONATION OF THE POLICE VEHICLE IN ITS CURRENT "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION, AND TO ENSURE EHOVE CAREER CENTER REMOVES ALL DECALS AND POLICE MARKINGS FROM THE VEHICLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City owns a 2015 Dodge Charger (VIN: 2C3CDXAG9FH885989) police cruiser that is in disrepair and, in the opinion of the Huron Police Department, is not suitable for sale or auction pursuant to Ohio Revised Code Section 721.15 given the time and expense necessary to prepare the vehicle for sale.

WHEREAS, the Huron Police Department ("HPD") estimates the current value of the vehicle to be \$1,500 or less.

WHEREAS, HPD desires to seek permission from Huron City Council to donate the police cruiser to EHOVE Career Center in its current "as is, where is, with all faults" condition, and for zero consideration, subject to any one or more agreements that may be necessary to evidence the "as is, where is, with all faults" condition of the vehicle and to ensure all police markings and decals are removed from the vehicle, and to permit EHOVE Career Center to use the referenced vehicle as it sees fit, including but not limited to for educational purposes;

WHEREAS, the City Staff and HPD have recommended approval of the donation of the police cruiser to EHOVE Career Center as outlined herein.

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

SECTION 1. That this Council hereby approves the donation of the referenced police cruiser to EHOVE Career Center in its current "as is, where is, with all faults" condition.

SECTION 2. That this Council approve the City Manager's execution of any one or more agreements that may be necessary to evidence the "as is, where is, with all faults" condition of the aforementioned vehicle, to ensure all police markings and decals are removed from the vehicle, and to permit EHOVE Career Center to use the referenced vehicle as it sees fit, including but not limited to for educational purposes.

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that they City seeks to dispose of the subject police cruiser (by donation) to benefit the City and EHOVE Career Center, it is imperative this Ordinance be effective immediately, WHEREFORE,

this Ordinance shall be in full force and effect from and immediately after its adoption in accordance with the provisions of this Ordinance.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Erik Engle
RE: Ordinance 2023-21 (*Submitted by Erik Engle*)
DATE: July 11, 2023

Subject Matter/Background

In order to complete the buildout of roughly 16.54 acres of undeveloped land (PPN: 42-00119.001) along Sheltered Brook Drive, the developer is seeking final plat approval for Phase I of the recently defunct Two Rivers Development. The buildout will see an additional 27 freestanding, single-family condominium homes completed with reserved green space/riparian buffer along the waterfront and a passive recreation space at the south entrance of Sheltered Brook Drive. Once completed, this phase will have a total of 46 single family units. The developer agreement stipulates a five (5) year build time horizon with an 80 percent unit (22 units) completion threshold before the developer may proceed with any subsequent phases.

Financial Review

There is no impact to the City budget.

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. 2023-21 is in order.

[Final Draft Developer Agreement v4.0 CLEAN Two Rivers 6-28-23.pdf](#)
[Ordinance_No_2023-21 Two Rivers Phase I.docx](#)
[7-5-23 2290 Two Rivers Condo DPE Sheet 1-5 RV04.pdf](#)
[Huron Two Rivers Corinthian Fine Homes PowerPoint 0627-2023.pdf](#)
[Two Rivers Condo Continued Existence 20021 202117904144.PDF](#)
[Two Rivers Condominium Association founded 0820-2008 200823300588.PDF](#)

DEVELOPER AGREEMENT
(Two Rivers Condominium – Phase I)

This Developer Agreement (“Agreement”), made by and among the City of Huron, an Ohio chartered municipal corporation (hereinafter referred to as the “City”), Two Rivers, L.L.C., an Ohio limited liability company (which with its successors and assigns is herein called “Two Rivers”), Tiburon Company, L.L.C., an Ohio limited liability company (which with its successors and assigns is herein called “Tiburon”), and James W. Murray, individually (who with his heirs, legal, and estate representatives is herein called “JM”) (with Two Rivers, Tiburon, and JM being individually, jointly, severally, jointly and severally, and collectively referred to herein as "Developer") is to EVIDENCE THAT:

WHEREAS, the plat for Phase I of Two Rivers Condominium Subdivision (known as Erie County Permanent Parcel No. 42-00119-001, containing approximately 16.5385 acres, and hereinafter referred to as "Subdivision") has been previously presented to the City for approval; and

WHEREAS, Part Eleven, Title One (including but not limited to Chapters 1111 through 1119, inclusive) of the Codified Ordinances of the City requires, *inter alia*, the completion of all required improvements within a subdivision, and a guarantee of completion of all improvements along with construction, maintenance and warranty bond(s) as applicable, prior to the recording of a plat for record purposes; and

WHEREAS, while some improvements in the Subdivision are completed, the Developer desires to install required improvements and has presented its improvement plans and proposed Plat to the City, a copy of which is attached hereto and marked as “Exhibit A”; and

NOW THEREFORE, the City and Developer hereby mutually promise and agree as follows:

1. Developer promises and agrees that, notwithstanding any contrary provisions of the Codified Ordinances of the City, on or before the expiration of five (5) years from the date hereof, it will construct, install and fully-complete, within the areas shown and described on “Exhibit A” hereof, at its sole expense and as applicable, and without any cost, expense or liability whatsoever to the City, all residential construction, clearing and rough and final grading of land per Exhibit A, maintenance of all vacant and unsold lands, and installation of walking trails, or like pedestrian-related improvements per plans and as platted, all in accordance with the plans and specifications approved by the City Engineer and as contained in said “Exhibit A” and in accordance with the Ordinances, regulations, and specifications of the City, currently in effect. Developer agrees to discharge all liabilities directly related to the Developer’s and/or Developer’s agents, contractors, subcontractors, employees or authorized representatives’ installation of the above-mentioned improvements.

2. Intentionally omitted.

3. Intentionally omitted.

4. Notwithstanding any contrary provision of this Agreement or the Codified Ordinances of the City, Developer:

(a) shall ensure all of Phase I is fully-completed, including but not limited to having all residential units fully-completed (as further evidenced by a certificate of occupancy being issued for all units constructed in Phase I of the Subdivision), the 2,000 square foot recreation area installed, and all final grading and landscape improvements installed, within five (5) years from the date of Huron City Council approval of the Phase I development that permits commencement of construction by Developer;

(b) shall maintain the right to proceed with Subdivision approval processes for future phases within the aforementioned five (5) year time, but Developer shall not be permitted to commence construction in future phases of the Subdivision unless or until Phase I of same is at least eighty-percent (80%) completed (as evidenced by 22 of 27 units being constructed and sold and conveyed by recorded conveyance to a third-party purchaser) to the reasonable satisfaction of the City consistent with the terms of this Agreement;

(c) further agrees that during the aforesaid five (5) year period, it shall at its sole expense, repair all faults and defects of every kind and nature, whether arising out of the defects in workmanship or defective materials or otherwise; and

(d) further acknowledges and agrees that, notwithstanding any contrary provision of this Agreement, Sheltered Brooke Drive is and shall remain a private street, and shall not be dedicated to, nor accepted by, the City.

5. Intentionally omitted.

6. Developer further agrees that a condition precedent to the acceptance by the City of the dedication to the public use of said streets and roads contained in the Subdivision overall (and as to future phase), it will furnish to the City as a surety bond in the penal sum of not less than One Thousand Dollars (\$1,000.00) per unsold lot and/or parcels retained by Developer, not to exceed \$5,000.00 per subdivision, guaranteeing that the lots and parcels are maintained pursuant to Huron Ordinances 1131.03 and 1131.06 and 1127.06 for a period of two (2) years following the acceptance of the dedication, if any, or until 100% of the subdivision building lots have been completed with residences, whichever occurs first. These funds are to be used by the City, in addition to any and all other ordinances and/or penalties, where, at the discretion of the City, Developer has failed to maintain the lots and/or parcels and despite notice has failed to comply with Sections 1126.05, 1131.06, 1113.12, and in otherwise general compliance with the Ordinances of the City.

7. Intentionally omitted

8. Developer, simultaneously with the execution of this Agreement, shall deposit Fifteen Thousand and No/100 Dollars (\$15,000.00) to the City, which is a refundable cash bond to ensure the 2,000 square foot recreation area is installed, and all final grading and landscape improvements installed, within five (5) years from the date of Huron City Council approval of the Phase I development that permits commencement of construction by Developer.

9. Developer agrees that, simultaneously with the execution of this Agreement, and before any work hereunder is commenced, it will submit evidence to the satisfaction of the City Law Director that it, or its contractors, have obtained public liability and property damage

insurance covering and insuring the City as its interests may appear against any liability whatsoever in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury or death to any one person, with a minimum aggregate limit of One Million Dollars (\$1,000,000.00), and Three Hundred Thousand Dollars (\$300,000.00) for property damage, which insurance shall be furnished and maintained at the expense of the Developer until all the work agreed to be done by the Developer has been fully completed and accepted, including the maintenance of the aforementioned improvements agreed by the Developer to be maintained. Developer may provide such insurance under a blanket type of insurance provided the City is properly named as an additional insured by endorsement thereunder in accordance with the provisions of this Agreement. Developer shall be liable for any damages, whether direct or indirect, to any underground or above ground utilities in the aforementioned Subdivision during performance of any of Developer's work, including but not limited to home construction by Developer or any one or more builders, and further agrees to comply both singularly and on behalf of the City with the provisions contained in Section 153.64 of the Ohio Revised Code and any amendments made thereof to the extent said Section shall be applicable.

10. Developer agrees to comply with Ohio Revised Code Chapter 4123.01, et. seq. (Worker's Compensation law), and any amendments made thereto, and to cause to be covered thereunder all employees working under the control of the Developer, or its agents, and the Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from all claims, demands, payments, loss and expenses, including reasonable attorney fees, suits, actions, recoveries and judgments of every kind and description, whether or not well founded in law, made, brought or recovered against it, arising from any cause relating to Developer's activities in carrying out, or for any reason whatever connected with, the performance of this Agreement by Developer or its agents, contractors, subcontractors or employees, including any of the foregoing arising in consequence of insufficient protection or of the use of any patented invention by said Developer.

11. Developer agrees that the performance of this Agreement by it shall be solely at its expense and cost, and at no expense or cost to, or liability or obligation of, the City.

12. Developer agrees, if applicable hereunder, to deliver to the City, a Title Guarantee in the fair market value as determined by the City Engineer showing title to private property conveyed to the City by easement, if any, to be vested in the City free and clear of all liens and encumbrances.

13. This Agreement shall be binding upon any successors in interest, assignee, heir, executor, administrator or trustee of Developer, and Developer agrees that prior to any voluntary or involuntary assignment of this Agreement, Developer shall obtain the prior written consent from City, which consent may be withheld by the City in its sole and absolute discretion. For avoidance of doubt, any successor to the Developer shall be bound to this Agreement without qualification, which such assignment shall require the City's prior written consent, which consent maybe withheld by the City in the City's sole and absolute discretion.

14. Notwithstanding any contrary provision of this Agreement or the Codified ordinances of the City, and while Developer shall maintain the right to proceed with Subdivision approval processes for future phases within the aforementioned five (5) year time, Developer shall

not be permitted to commence construction in future phases of the Subdivision unless or until Phase 1 of same is completed to the extent required in Section 4(b) to the reasonable satisfaction of the City consistent with the terms of this Agreement. Further, Developer acknowledges and agrees that a Developer Agreement shall be required for each future pages of work in the Subdivision, which must be finalized and executed before Developer may undertake work in any and all future phases of the Subdivision. Notwithstanding any contrary provision of this Agreement, the City shall assess a penalty if Phase I of the Subdivision is not completed in five (5) years, or if Developers deviate from plans and specifications as approved by the City (as applicable), at a rate of \$500.00 per day for each day that any such violations occur.

15. Notwithstanding any contrary provision of this Agreement, the obligations of Two Rivers and JM hereunder are individual, joint, several, and joint and several obligations of each person serving as Developer.

xx[**OPEN ISSUES: JM to send proof of Condo Ass'n formation and all Condo Ass'n docs.**]xx

IN WITNESS WHEREOF, the parties hereto have affixed their signatures upon this Agreement as of the dates set forth below.

AS TO THE City:

DRAFT - DO NOT SIGN

By: _____
Matthew D. Lasko, City Manager
Date: _____

AS TO THE Developer:

Two Rivers, L.L.C

DRAFT - DO NOT SIGN

By: _____
(SIGNATURE)
Its: _____
Print Name: _____
Date: _____

Tiburon Company, L.L.C.

By: DRAFT - DO NOT SIGN
James W. Murray, President
Date: _____

DRAFT - DO NOT SIGN

James W. Murray, Individually
Date: _____

ORDINANCE NO. 2023-21
Introduced by _____

AN ORDINANCE RATIFYING PRIOR APPROVAL OF TWO RIVERS CONDOMINIUM, PHASE I AND RELATED PLAT APPROVAL, APPROVING PLANNING COMMISSION'S RECOMMENDATIONS FOR THE TWO RIVERS CONDOMINIUM, PHASE I PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPER AGREEMENT WITH TWO RIVERS, L.L.C., AT AL. PERTAINING TO SAME, AND DECLARING AN EMERGENCY.

WHEREAS, the owner of 16.5 acres of real estate known as Erie County Permanent Parcel No. 42-00119-001 (rear land) has proposed to complete the development of Sheltered Brook Drive (Two Rivers Phase I) with the addition of 27 free-standing single-family condominium homes on the undeveloped land surrounding and integrated with the existing and previously-approved Two Rivers PUD Development of free-standing single-family condominium homes (the "Project").

WHEREAS, Planning Commission approved the Project on February 15, 2023, subject to various conditions, many of which are embodied in a Developer Agreement relating to the project to be executed by and between the developers and the City (a copy of which is attached hereto as Exhibit A and incorporated herein by reference);

WHEREAS, a Public Hearing relating to the Project was held on Tuesday, June 27, 2023;

WHEREAS, the City Staff and relevant department heads have recommended approval of the project and Developer Agreement.

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

SECTION 1. That this Council finds that completion of the Project shall serve the best interest of the City.

SECTION 2. This Council here by ratifies the prior approval of the Two Rivers Condominium, Phase I development project and related plat approval, and this Council further approves Planning Commission's recommendations for the Two Rivers Condominium Project (Phase I), and authorizes the City Manager to execute a Developer Agreement with Two Rivers, L.L.C., et. al., substantially similar to that which is attached hereto as Exhibit A and that shall be available for public inspection in final, fully-executed form in the Office of the Clerk of Council.

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that, in order to effectively and efficiently permit improvements to the City's available housing stock, it is imperative this Ordinance be effective immediately, WHEREFORE, this Ordinance shall be in full force and effect from and immediately after its adoption in accordance with the provisions of this Ordinance.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

SECTION 1, TOWN 6 NORTH, RANGE 22 WEST, FIRELANDS OF THE CONNECTICUT WESTERN RESERVE

BOOK CREEK

MUD CREEK (REAR AREA) 7.8080 ACRES

MUD CREEK (REAR AREA) 7.8080 ACRES

ROADWAY & GREENSPACE 0.2215 ACRES

ROADWAY & GREENSPACE 0.0602 ACRES

ORIGINAL LOT 19

PARCEL 42-00118-000 10.3788 ACRES IN ORIGINAL LOT 19

DESCRIPTION
TWO RIVERS CONDOMINIUM - PHASE I DEVELOPMENT
A 22.4195-ACRE PARCEL
CITY OF HURON, ERIE COUNTY, OHIO

BEING A PARCEL OF LAND LOCATED IN PART OF ORIGINAL LOTS 19 AND 27, SECTION 1, TOWNSHIP 6 NORTH, RANGE 22 WEST, FORMERLY HURON TOWNSHIP, CITY OF HURON, ERIE COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

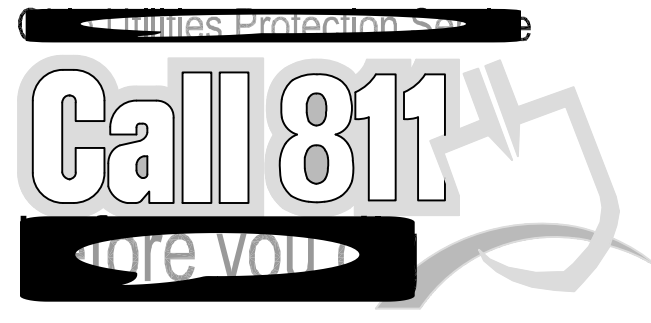
BEGINNING AT A MAG NAIL SET ON THE NORTHERLY TERMINUS OF THE CENTERLINE OF MARINA DRIVE (60 FOOT RIGHT-OF-WAY), AS RECORDED IN THE PLAT OF HURON HEIGHTS SUBDIVISION NO. 1, AS RECORDED IN PLAT VOLUME 15, PAGE 1 OF THE ERIE COUNTY PLAT RECORDS,

1. THENCE NORTH 37° 14' 50" WEST ALONG THE NORTHERLY TERMINUS OF MARINA DRIVE, A DISTANCE OF 30.14 FEET TO A 5/8" IRON PIN SET ON THE NORTHERLY RIGHT-OF-WAY OF MARINA DRIVE;
2. THENCE SOUTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY OF MARINA DRIVE AND AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 376.41 FEET, A CENTRAL ANGLE OF 4° 04' 31", A CHORD DISTANCE OF 26.77 FEET, BEARING SOUTH 56° 05' 30" WEST, AN ARC DISTANCE OF 26.77 FEET TO A 5/8" IRON PIN SET AT THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY OWNED BY RICHARD AND CAROLYN RICHARDS AS RECORDED IN RN200300630 OF THE ERIE COUNTY DEED RECORDS;
3. THENCE NORTH 42° 01' 13" WEST ALONG THE NORTHEASTERLY LINE OF SAID RICHARDS LANDS, A DISTANCE OF 185.77 FEET TO A 5/8" IRON PIN SET;
4. THENCE NORTH 38° 56' 13" WEST CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID RICHARDS LANDS, A DISTANCE OF 121.14 FEET TO A POINT ON THE CENTERLINE OF MUD CREEK, AS LOCATED BY HARTUNG AND ASSOCIATES ENGINEER AND SURVEYORS;
5. THENCE CONTINUING ALONG THE CENTERLINE OF SAID MUD CREEK, NORTH 56° 26' 00" EAST, A DISTANCE OF 428.00 FEET TO A POINT;
6. THENCE CONTINUING ALONG THE CENTERLINE OF SAID MUD CREEK, NORTH 37° 45' 00" EAST, A DISTANCE OF 1,110.00 FEET TO A POINT;
7. THENCE CONTINUING ALONG THE CENTERLINE OF SAID MUD CREEK, NORTH 55° 57' 01" EAST, A DISTANCE OF 594.51 FEET TO A POINT ON THE WESTERLY LINE OF LAND NOW OR FORMERLY OWNED BY HURON LAGOONS MARINA AS RECORDED IN DEED VOLUME 422, PAGE 35 AND DEED VOLUME 428, PAGE 967 OF THE ERIE COUNTY DEED RECORDS;
8. THENCE SOUTH 60° 58' 00" EAST, ALONG THE WESTERLY LINE OF SAID HURON LAGOONS MARINA LANDS AS RECORDED IN DEED VOLUME 422, PAGE 35 AND DEED VOLUME 428, PAGE 967 OF THE ERIE COUNTY DEED RECORDS, A DISTANCE OF 271.89 FEET TO A 5/8" IRON PIN SET;
9. THENCE SOUTH 10° 54' 23" WEST, A DISTANCE OF 184.48 FEET TO A 5/8" IRON PIN SET;
10. THENCE SOUTH 25° 17' 48" WEST, A DISTANCE OF 119.36 FEET TO A 5/8" IRON PIN SET;
11. THENCE SOUTH 47° 37' 27" WEST, A DISTANCE OF 532.76 FEET TO A 5/8" IRON PIN SET;
12. THENCE SOUTH 21° 55' 36" WEST, A DISTANCE OF 215.18 FEET TO A 5/8" IRON PIN SET;
13. THENCE SOUTH 46° 19' 59" WEST, A DISTANCE OF 222.53 FEET TO A 5/8" IRON PIN SET;
14. THENCE SOUTH 52° 37' 45" WEST, A DISTANCE OF 191.23 FEET TO A 5/8" IRON PIN SET;
15. THENCE SOUTH 42° 50' 12" WEST, A DISTANCE OF 133.76 FEET TO A 5/8" IRON PIN SET;

WEST, A DISTANCE OF 113.52 FEET TO A 5/8" IRON PIN SET;
 WESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 113.52 FEET, A CENTRAL ANGLE OF 09° 54' 22", A CHORD DISTANCE OF 99.23 FEET, BEARING SOUTH 54° 32' 39" WEST, AN ARC DISTANCE OF 99.42 FEET TO A 5/8" IRON PIN SET;
 SOUTH 28° 09' 57" EAST, A DISTANCE OF 35.40 FEET TO A 5/8" IRON PIN SET;
 SOUTH 61° 50' 03" WEST, A DISTANCE OF 50.00 FEET TO A 5/8" IRON PIN SET;
 SOUTH 28° 09' 57" WEST, A DISTANCE OF 35.52 FEET TO A 5/8" IRON PIN SET;
 WEST, A DISTANCE OF 19.53 FEET TO A 5/8" IRON PIN SET;
 WESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 19.53 FEET, A CENTRAL ANGLE OF 06° 15' 34", A CHORD DISTANCE OF 19.53 FEET, BEARING SOUTH 47° 00' 00" WEST, AN ARC DISTANCE OF 19.53 FEET TO A 5/8" IRON PIN SET;

PARENT PARCEL: HEIGHTS PARTNERSHIP DEED VOLUME 409, PAGE 248.
 BEARINGS ARE ASSUMED AND USED TO INDICATE ANGLES ONLY.
 ALL 5/8" IRON PINS SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED 'CD ENG 7072/8456'.

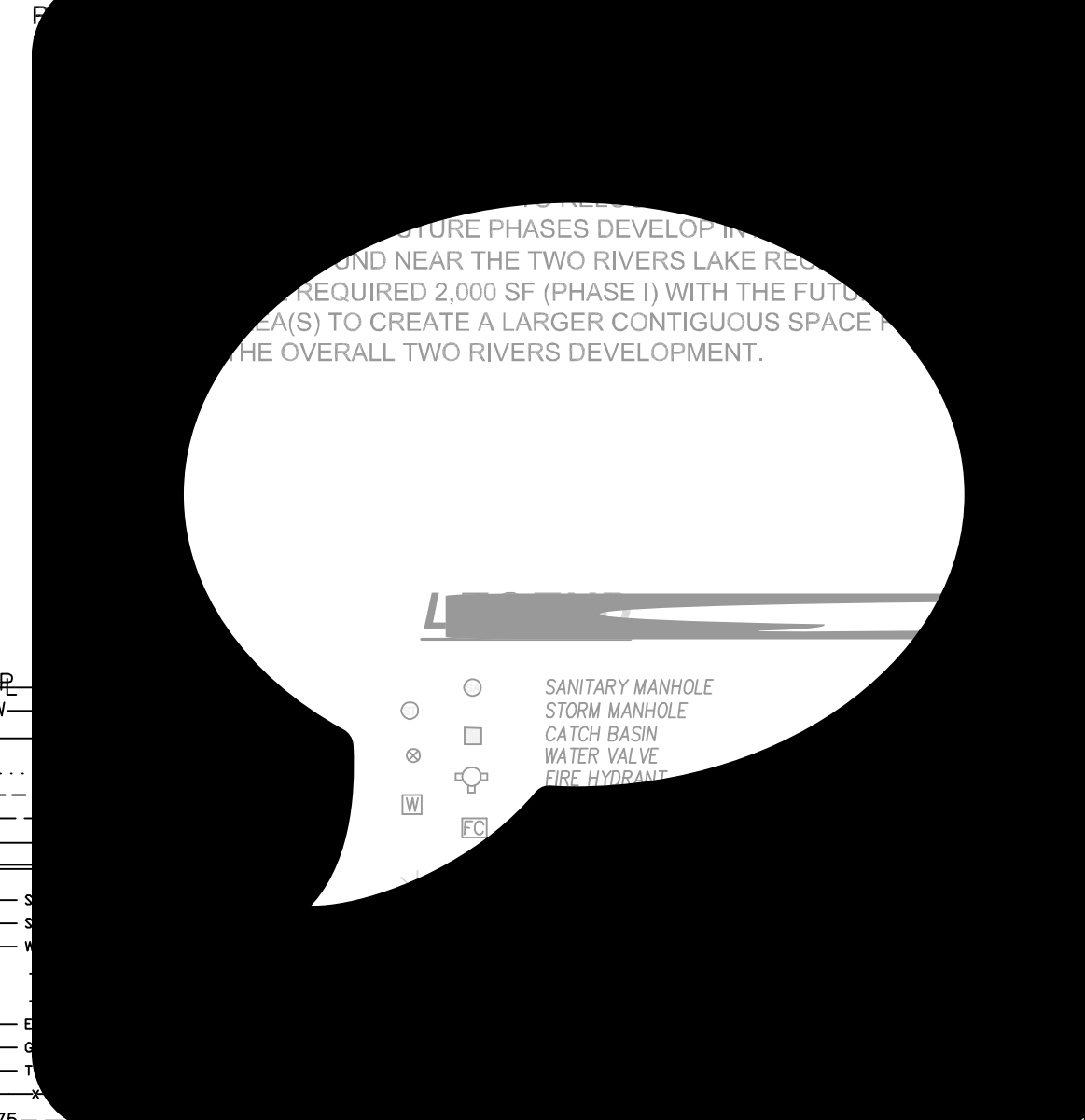
THIS DESCRIPTION WAS PREPARED BY CONTRACTORS DESIGN ENGINEERING, CONSULTING ENGINEERS AND SURVEYORS, NORWALK, OHIO IN AUGUST 2010 PER ADAM E WEAVER, REGISTERED SURVEYOR NO. 8456 FROM EXISTING RECORDS.



AMENDMENTS

- AMENDMENT PLAT - UNIT 63 & 74
- INST 2017-04307
- INITIAL CONDO PLAT - UNIT 63 & 74
- 1ST AMENDMENT PLAT - UNIT 92
- 3RD AMENDMENT PLAT - UNIT 84
- 4TH AMENDMENT PLAT - UNIT 70
- 5TH AMENDMENT PLAT - UNIT 82
- 6TH AMENDMENT PLAT - UNIT 77
- 7TH AMENDMENT PLAT - UNIT 81
- 8TH AMENDMENT PLAT - UNIT 76
- 9TH AMENDMENT PLAT - UNIT 73
- 10TH AMENDMENT PLAT - UNIT 83
- 11TH AMENDMENT PLAT - UNIT 91
- 12TH AMENDMENT PLAT - UNIT 78
- 13TH AMENDMENT PLAT - UNIT 64
- 14TH AMENDMENT PLAT - UNIT 72
- 15TH AMENDMENT PLAT - UNIT 91

LEGEND



- UNIT 80	0.3923 ACRES	(17,087.01 SF)
- UNIT 85	0.3744 ACRES	(16,310.60 SF)
- UNIT 86	0.3176 ACRES	(13,836.52 SF)
- UNIT 88	0.4741 ACRES	(20,653.71 SF)
- UNIT 89	0.3080 ACRES	(13,415.92 SF)
- UNIT 90	0.3238 ACRES	(14,106.74 SF)
- UNIT 93	0.2863 ACRES	(12,473.65 SF)
- UNIT 94	0.2904 ACRES	(12,651.18 SF)
- UNIT 95	0.2902 ACRES	(12,641.19 SF)
- UNIT 96	0.2974 ACRES	(12,954.98 SF)
- UNIT 97	0.3328 ACRES	(14,498.61 SF)
- UNIT 98	0.3406 ACRES	(14,834.87 SF)
- UNIT 100	0.2967 ACRES	(12,923.57 SF)
- UNIT 101	0.2612 ACRES	(11,379.82 SF)
- UNIT 103	0.2666 ACRES	(11,611.31 SF)
- UNIT 104	0.2754 ACRES	(11,998.82 SF)
- UNIT 105	0.2700 ACRES	(11,769.86 SF)
- UNIT 106	0.2618 ACRES	(11,393.82 SF)
- UNIT 107	0.2914 ACRES	(12,695.84 SF)
- UNIT 108	0.3052 ACRES	(13,296.19 SF)

NOTARY PUBLIC IN OHIO
 MY COMMISSION EXPIRES ON _____

OF _____ DAY OF _____, 20____,
 JAMES W. MURRAY, TWO RIVERS, LLC
 JAMES W. MURRAY

Call 811

dig before you dig

MUDBROOK CREEK

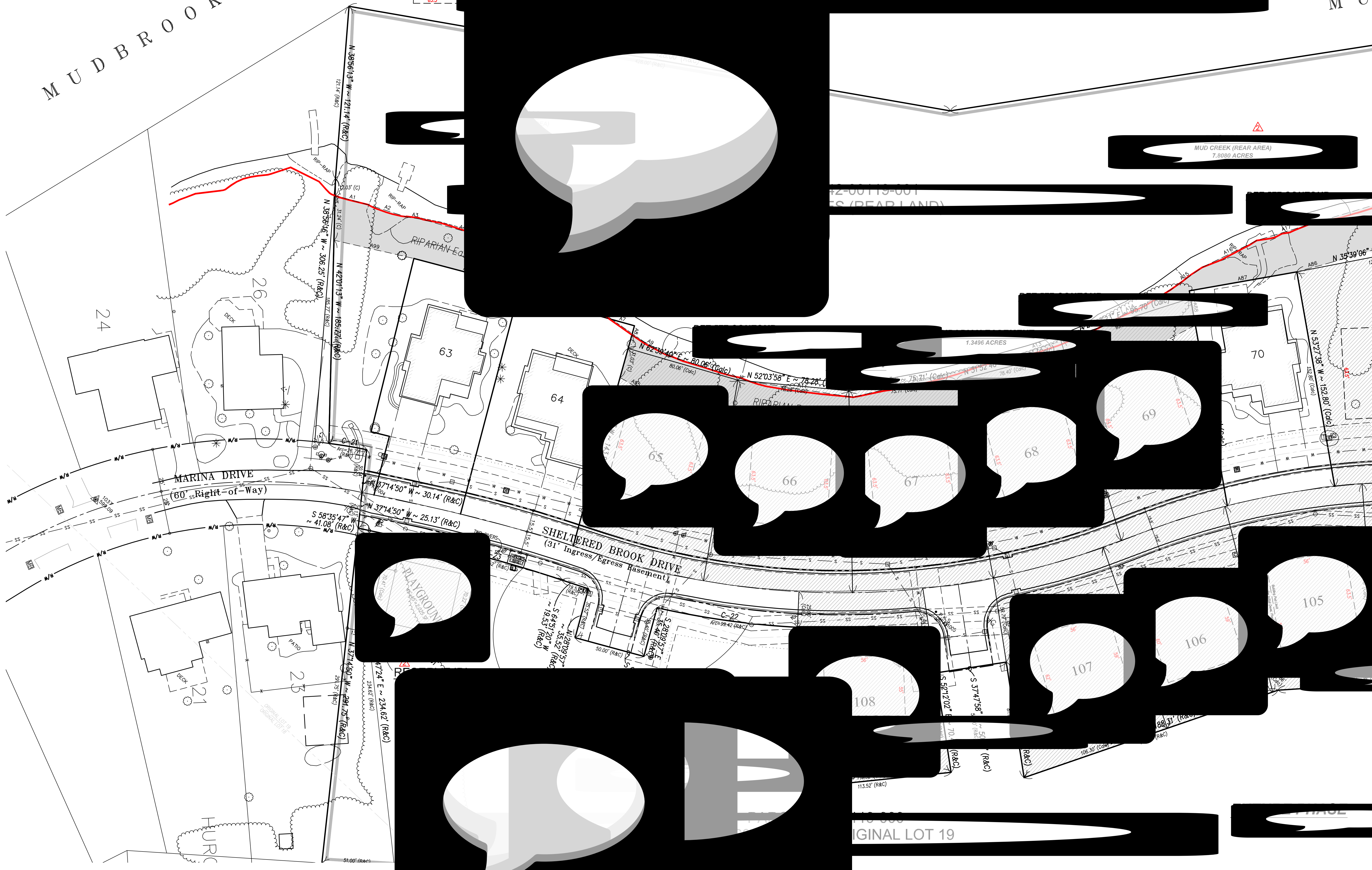
DECLARED PARCEL EXHIBIT

DOMINIUM ~ PHASE I

GRAPHIC SCALE

0 30 45 60

M U



ORIGINAL LOTS 19 & 27
TOWN 6 NORTH, RANGE 22 WEST,
CONNECTICUT WESTERN RESERVE

12-00119-001
EAS (REAR LAND)

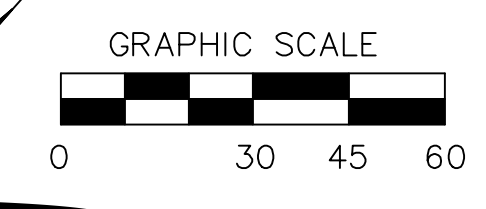
MUD CREEK (REAR AREA)
7,800 ACRES

1.3496 ACRES

ORIGINAL LOT 19

64
63.5'
63.5'

WILLOW RIVERS CONDOMINIUM - PHASE 1



ORIGINAL LOTS 19 & 27
SECTION 14 TOWN OF NORTH HAVEN
FIRELANDS OF THE CONNECTICUT WESTERN

PARCEL #2-00115-001
16.5385 ACRES (REAR LAND)

1.3496 ACRES

N 35°44'37" E ~ 100.88' (Calc)
100.88' (Calc)

N 35°44'37" E ~ 114.93' (Calc)
114.93' (Calc)

MUD CREEK (REAR AREA)
7.8080 ACRES

79
80

SHELTERED BROOK DRIVE
(31' Ingress/Egress Easement)

106
105
104
103
102
101
100

97
96
95

WATER LEVEL
ELEV=584.50

118-000
ACRES IN
ORIGINAL LOT 27

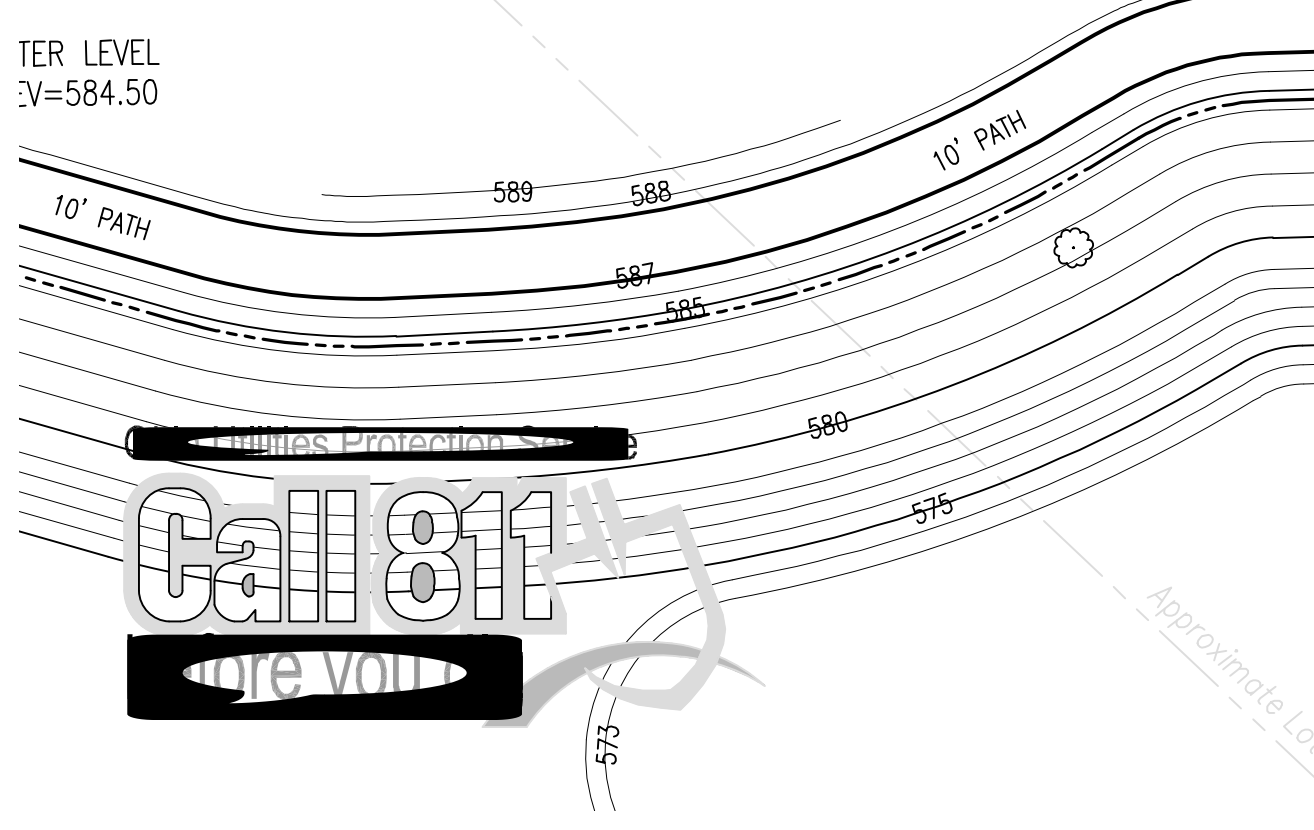
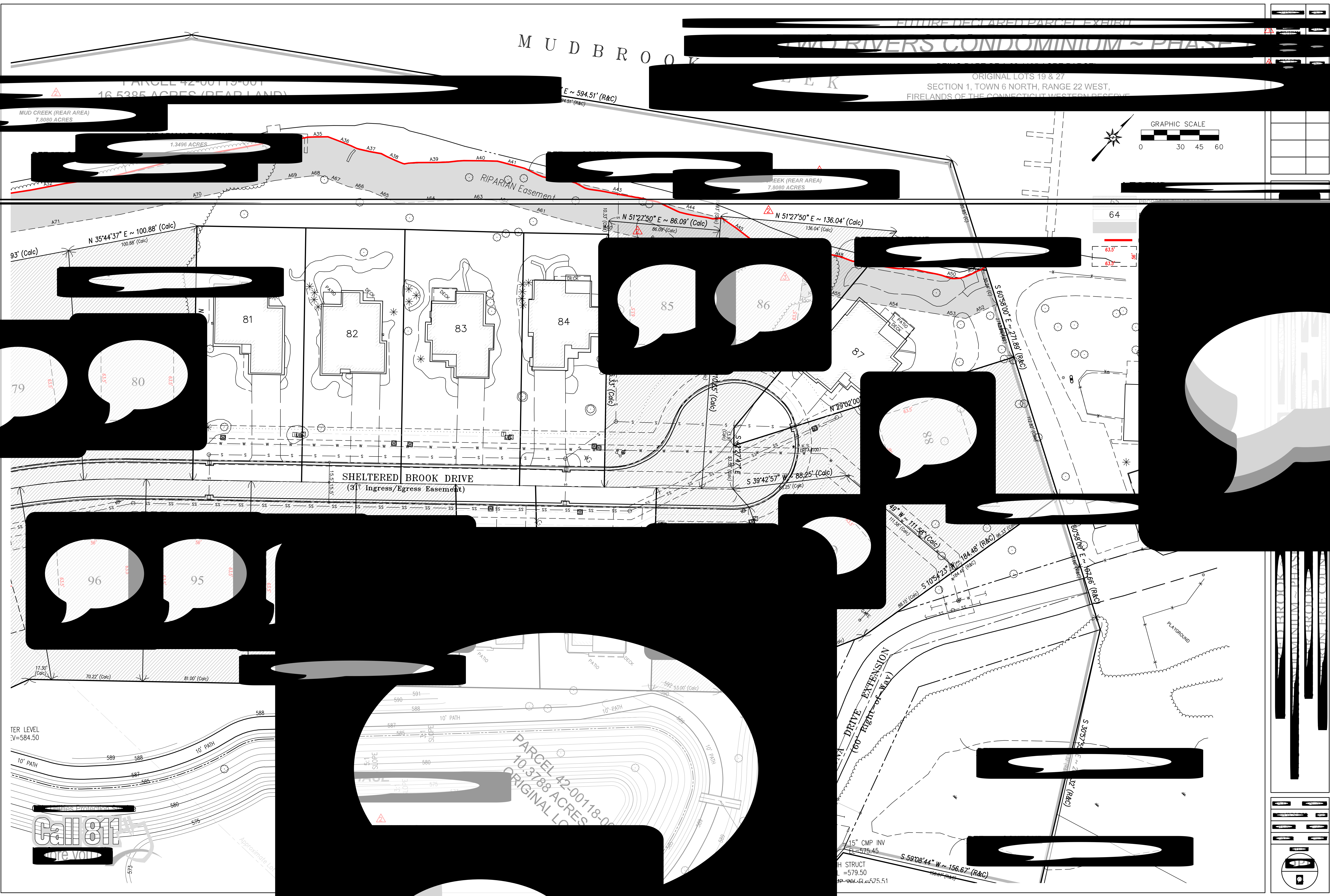
Call 811
before you dig

10.2163 ACRES IN ORIGINAL LOT 19

M U D B R O O K

SHeltered Brook Condominium - Phase I

ORIGINAL LOTS 19 & 27
SECTION 1, TOWN 6 NORTH, RANGE 22 WEST,
FIRELANDS OF THE CONNECTICUT WESTERN RESERVE



Call 811
before you dig

CONDOMINIUM EXHIBIT

SECTION 1, TOWN 6 NORTH, RANGE 22 WEST, FIRELANDS OF THE CONNECTICUT WESTERN RESERVE

BOOK CREEK

CREEK

MUD BROOK

24

10.2163 ACRES IN ORIGINAL LOT 19

PARCEL 42-00118-000
10.3788 ACRES IN ORIGINAL LOT 19

LINE	BEARING	DISTANCE
A1	N 61°43'23" E	23.62'
A2	N 64°18'32" E	28.02'
A3	N 56°04'24" E	12.69'
A4	N 62°32'20" E	55.83'
A5	N 81°57'00" E	43.60'
A6	N 81°48'39" E	49.80'
A7	N 62°08'58" E	18.72'
A8	S 27°53'39" E	6.64'
A9	N 76°54'04" E	27.51'
A10	N 64°13'26" E	61.82'
A11	N 55°15'05" E	73.37'
A12	N 32°43'45" E	93.86'
A13	N 29°18'39" E	80.13'
A14	N 18°43'47" E	62.07'
A15	N 11°14'13" E	27.31'
A16	N 20°18'22" E	42.60'
A17	N 29°34'26" E	44.76'
A18	N 29°58'31" E	108.17'
A19	N 28°21'35" E	34.29'
A20	N 38°18'57" E	106.67'
A21	N 44°43'01" E	55.82'
A22	N 87°27'37" E	13.54'
A23	N 60°30'51" E	18.97'
A24	N 26°15'42" E	46.59'
A25	N 35°52'27" E	27.09'
A26	N 40°16'46" E	47.79'
A27	N 38°02'22" E	35.25'
A28	N 35°16'51" E	60.78'
A29	N 28°21'23" E	17.29'
A30	N 33°49'55" E	84.55'
A31	N 33°08'12" E	42.57'
A32	N 37°21'55" E	101.16'
A33	N 34°11'27" E	122.91'
A34	N 39°28'50" E	30.24'
A35	N 45°31'56" E	15.69'
A36	N 68°01'25" E	26.18'
A37	N 57°56'57" E	17.11'

LINE	BEARING	DISTANCE
A38	N 70°24'16" E	19.53'
A39	N 43°26'09" E	45.78'
A40	N 47°35'16" E	25.92'
A41	N 61°08'19" E	21.87'
A42	N 62°34'29" E	40.68'
A43	N 59°37'48" E	65.29'
A44	N 60°45'07" E	50.87'
A45	N 82°47'38" E	30.07'
A46	N 63°32'32" E	41.48'
A47	N 27°34'11" E	11.29'
A48	N 60°28'35" E	31.54'
A49	N 55°39'50" E	65.37'
A50	N 55°37'28" E	14.23'
A51	N 21°46'42" E	21.50'

LINE	BEARING	DISTANCE
A52	S 21°46'42" W	26.81'
A53	S 55°37'28" W	23.37'
A54	S 55°39'50" W	66.64'
A55	S 60°28'35" W	23.94'
A56	S 27°34'11" W	12.17'
A57	S 63°32'32" W	4.01'
A57A	N 35°59'21" W	23.24'
A57B	S 54°33'58" W	56.00'
A57C	S 35°59'21" E	12.69'
A58	S 82°47'38" W	24.27'
A59	S 60°45'07" W	44.74'
A60	S 59°37'48" W	65.77'
A61	S 62°34'29" W	41.08'
A62	S 61°08'19" W	17.93'
A63	S 47°35'16" W	21.27'
A64	S 43°26'09" W	51.88'
A65	S 70°24'16" W	23.45'
A66	S 57°56'57" W	16.48'
A67	S 68°01'25" W	22.86'
A68	S 45°31'56" W	8.14'
A69	S 39°28'50" W	27.27'
A70	S 34°11'27" W	122.36'
A71	S 37°21'55" W	100.88'
A72	S 33°08'12" W	41.64'
A73	S 33°49'55" W	83.29'
A74	S 28°21'23" W	17.67'
A75	S 35°16'51" W	63.32'
A76	S 38°02'22" W	36.56'
A77	S 40°16'46" W	47.22'
A78	S 35°52'27" W	23.41'
A79	S 26°15'42" W	53.31'
A80	S 60°30'51" W	35.40'
A81	S 87°27'37" W	8.98'
A82	S 44°43'01" W	42.41'
A83	S 38°18'57" W	102.38'
A84	S 28°21'35" W	32.10'
A85	S 29°58'31" W	108.49'
A86	S 31°25'28" W	24.19'
A87	S 36°32'22" W	76.50'
A88	S 53°27'38" E	24.12'

Call 811
before you dig

	PROPERTY LINE		SANITARY MANHOLE		POWER POLE
	RIGHT-OF-WAY LINE		STORM MANHOLE		LIGHT POLE
	LOT LINE		CATCH BASIN		EXISTING SPOT ELEVATION
	SETBACK LIMIT		WATER VALVE		PROPOSED SPOT GRADE
	EASEMENT		FIRE HYDRANT		MAILBOX
	CENTERLINE		WATER METER		MONUMENT SIGN
	EDGE OF ASPHALT		FIRE CONNECTION		HIGHWAY SIGN
	CURB		PINE TREE		SOIL BORING
	SANITARY SEWER		DECIDUOUS TREE		IRON PIPE FOUND
	STORM SEWER		IRON PIPE FOUND		IRON PIN FOUND
	WATER LINE		IRON PIN FOUND		IRON PIN SET
	CABLE		IRON PIN SET		HUB SET
	FIBER OPTIC		HUB SET		DRILL HOLE SET
	ELECTRIC LINE		TELEPHONE PEDESTAL		
	GAS LINE		ELECTRIC METER		
	TELEPHONE LINE		UNDERGROUND ELECTRIC DROP		
	FENCE		FULL BOX		
	CONTOUR				

Builder *Update*



p4
20 Years of
Workmanship
and Innovation
Corinthian Fine Homes

also in this issue:

p8
Product Synergy
Ferguson Enterprises

p12
Creativity Meets Function
TriAd Marketing & Media

www.biaohio.builders.com





Corinthian
FINE HOMES

Established In 1994



Celebrating 20 Years

Corinthian Fine Homes

~ A Place To Call Home ~

The Greater Columbus Area has a lot to offer a homeowner. Culture, Education, Sports, Nature. It has all the ingredients for a well rounded lifestyle contributing to the prairie capital spirit and creating the ideal community for owning your New Corinthian Fine Home.











6719













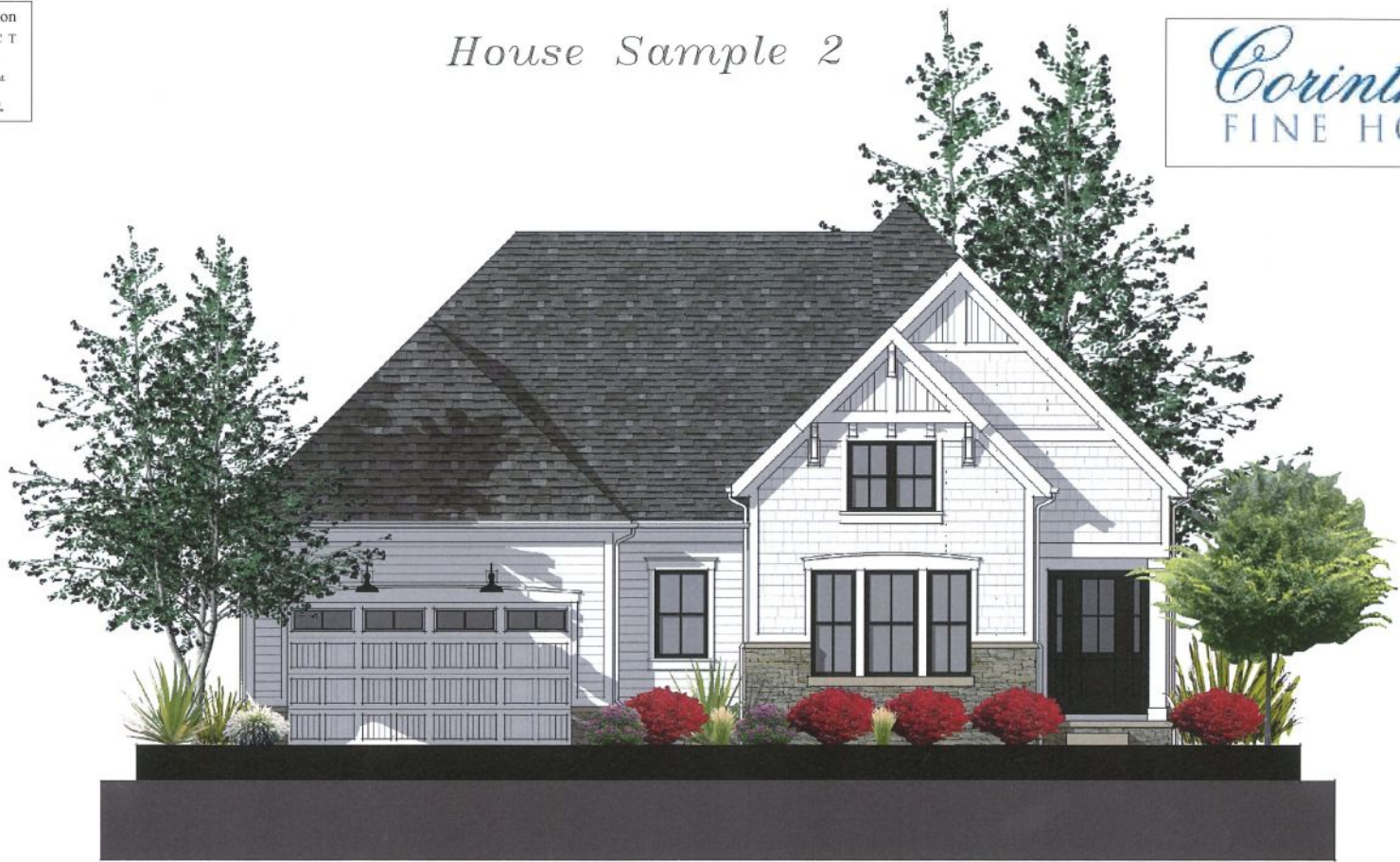




C. David Johnson
& I.A.
ARCHITECT
Cottage to Estate
email: cdjohnson@aol.com
cell: 614-230-5266
studio: 311 W. Henderson Rd.
Columbus, Ohio 43214
Architectural Design, Land Planning,
Remodeling, New Build and Renovation

House Sample 2

Corinthian
FINE HOMES



















DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/28/2021	202117904144	NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00				0

Receipt

This is not a bill. Please do not remit payment.

**KAMAN & CUSIMANO
50 PUBLIC SQUARE
SUITE 2000
CLEVELAND, OH, 44113**

**S T A T E O F O H I O
C E R T I F I C A T E**

**Ohio Secretary of State, Frank LaRose
1799840**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
TWO RIVERS CONDOMINIUM OWNERS ASSOCIATION, INC.
and, that said business records show the filing and recording of:

Document(s)
NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE
Effective Date: **06/28/2021**

Document No(s):
202117904144



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 28th day of June, A.D. 2021.

Frank LaRose
Ohio Secretary of State

Form 522 Prescribed by:

Date Electronically Filed: 6/28/2021



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Statement of Continued Existence

Filing Fee: \$25

Form Must Be Typed

CHECK ONLY ONE (1) Box

(1) Statement of Continued Existence (163-CCE)
(Domestic Nonprofit Corporation)

(2) Verification of Foreign Nonprofit (173-FCE)
(Foreign Nonprofit Corporation)

By submitting this form the corporation is verifying with the secretary of state's office that it is still actively engaged in exercising its corporate privileges

Name of Corporation

Charter or License Number

Complete the information in this section if box (1) is checked

Location of Principal Office
City County

Date of Incorporation
Date

Complete the information in this section if box (2) is checked

Date of Qualification in Ohio
Date

Jurisdiction of Formation
Jurisdiction

Location of Office NOT in Ohio
Mailing Address

City State Zip Code

Location of Office IN Ohio
Mailing Address

City State Zip Code

All Corporations must complete this section

Current Statutory Agent's Name and Address

K&C SERVICE CORPORATION

Name of Agent

50 PUBLIC SQUARE

Mailing Address

CLEVELAND

City

OH

State

44113

Zip Code

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

The statement must be signed by a director, officer, or three members in good standing.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

MARK FLOCK, PRESIDENT

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
08/20/2008	200823300588	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

SEITZ DESIGN & CONSTRUCTION INC
49 BENEDICT AVE
NORWALK, OH 44857

STATE OF OHIO
CERTIFICATE
 Ohio Secretary of State, Jennifer Brunner

1799840

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
TWO RIVERS CONDOMINIUM OWNERS ASSOCIATION, INC.

and, that said business records show the filing and recording of:

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200823300588



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 14th day of August, A.D.
2008.

Ohio Secretary of State



Prescribed by:

The Ohio Secretary of State
 Central Ohio: (614) 466-3910
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
 e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216
*** Requires an additional fee of \$100 ***	
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION
 (For Domestic Profit or Nonprofit)
 Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

<input type="checkbox"/> (1) Articles of Incorporation Profit (113-ARF) ORC 1701	<input checked="" type="checkbox"/> (2) Articles of Incorporation Non-Profit (114-ARN) ORC 1702	<input type="checkbox"/> (3) Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
--	---	--

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation Two Rivers Condominium Owners Association, Inc.

SECOND: Location Huron Erie
 (City) (County)

Effective Date (Optional) _____ *Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.*
 (mm/dd/yyyy)

Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

To promote, maintain, protect, insure and otherwise deal with the common elements of Two Rivers

Condominium as an owners association in accord with the by-laws. No part of earnings shall inure to any

owner.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(Refer to instructions if needed) _____ (No. of Shares) _____ (Type) _____ (Par Value)

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Two Rivers Condominium Owners Association, Inc. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Jim Seitz, Jr.

(Name)

49-A Benedict Drive

(Street)

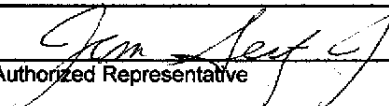
NOTE: P.O. Box Addresses are NOT acceptable.

Norwalk, Ohio 44857

(City)

(Zip Code)

Must be authenticated by an authorized representative



Authorized Representative

8-13-08

Date

Authorized Representative

Date

Authorized Representative

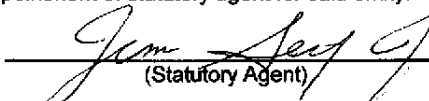
Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, Jim Seitz, Jr., named herein as the

Statutory agent for, Two Rivers Condominium Owners Association, Inc.

, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: 
(Statutory Agent)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(State)

(Zip Code)

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(State)

(Zip Code)

(Name)

(Street)


NOTE: P.O. Box Addresses are NOT acceptable.

(City)

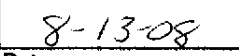
(State)

(Zip Code)

REQUIRED
Must be authenticated
(signed) by an authorized
representative
(See Instructions)



Authorized Representative



Date

Jin Seitz, Jr.

(Print Name)

Authorized Representative

Date

(Print Name)

Authorized Representative

Date

(Print Name)



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 54-2023 *(submitted by Stuart Hamilton)*
DATE: July 11, 2023

Subject Matter/Background

In 2020, Staff took the Municipal electrical load out to auction to try to attain a better rate than the local utility could provide. They signed a three-year agreement at that time which consequently expired this month. We put our current load back out to bid again and received time sensitive load pricing at auction (see attached for results). Staff selected the Dynegy two-year option which unfortunately needed to be signed same day, but will lock in good rates in the mid-term while not ever committing in the long term. This will give us a rate of \$0.05630 per kWh billed directly through our current electrical invoicing.

Financial Review

This expense has been properly budgeted.

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. 54-2023 is in order.

[Huron Resolution No. 54-2023 Affirming Execution of Dynegy Standard Large Stable electric agreement.docx](#)
[STANDARD LARGE STABLE.pdf](#)

RESOLUTION NO. 54-2023
Introduced by Matt Greives

A RESOLUTION AFFIRMING THE HURON CITY MANAGER'S EXECUTION OF AN ELECTRIC SERVICE AGREEMENT WITH DYNEGY ENERGY SERVICES EAST, LLC TO PROVIDE COMPETITIVE RETAIL ELECTRIC SERVICE TO CERTAIN CITY UTILITY ACCOUNTS SERVED BY OHIO EDISON COMPANY

WHEREAS, the City of Huron, Ohio (the "City") has various facilities and/or locations that currently receive electric distribution utility service from the Ohio Edison Company ("Ohio Edison");

WHEREAS, Dynegy Energy Services East LLC ("Dynegy") is certified with the Public Utilities Commission of Ohio to provide competitive retail electric service ("CRES") to electric utility customers throughout Ohio, including customers in Ohio Edison's service territory;

WHEREAS, the City desires to purchase competitive electric generation service from a CRES provider for the City's accounts with Ohio Edison which are listed in the Electric Service Agreement attached hereto as Exhibit A.

WHEREAS, City Council gave the City Manager permission to negotiate and execute an agreement for electric generation service.

WHEREAS, the City manager negotiated and executed the Electric Service Agreement with Dynegy to provide electric generation service to the City's accounts with Ohio Edison listed in Electric Service Agreement; and

WHEREAS, it was necessary to timely execute the Electric Service Agreement prior to City Council approval to lock in a favorable electric generation price for the City's accounts with Ohio Edison.

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

SECTION 1. The City Manager's execution of the Electric Service Agreement, attached hereto as Exhibit A and incorporated by reference, is hereby affirmed.

SECTION 2. City Council finds and determines that all formal actions of this Council of the City of Huron, Ohio concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in full compliance with all legal requirements.

SECTION 3. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

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: _____



**ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Standard Large Stable
Issued: June 29, 2023**

This offer is presented to **CITY OF HURON, OHIO** (“Customer”) by **DYNEGY ENERGY SERVICES EAST, LLC** (“Supplier”) and represents a price for Customer’s full requirement retail power (“Retail Power”) needs at the service location(s) listed in Table 2, each service location referred to as an (“Account”). Upon acceptance, this offer will become Exhibit A of Supplier’s Electric Service Agreement Terms and Conditions (“Agreement”), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility (“Utility”) noted in Table 1.

Table 1						
Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):	Voluntary REC Quantity (%):	Voluntary EFEC Quantity (%):
	Q-02390106	August 2023	August 2025	\$0.05630	N/A	N/A
Utility:			First Energy			
Regional Transmission Organization (RTO):			PJM			
Broker Consultant (If blank, N/A):			ENERCONNEX			

MC
MC

Power Price: Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Table 1 includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the state-mandated Renewable Portfolio Standards (“RPS”) requirements, if applicable, the charge for additional voluntary RECs, or Voluntary EFECs, and scheduling and load forecasting associated with the delivery of Customer's Retail Power.

Voluntary REC Quantity: If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary REC Quantity requested by Customer. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer’s obligation under the RPS of this Agreement, shall equal the Voluntary REC Quantity (%) selected in Table 1.

The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

Voluntary EFEC Charge: If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary EFEC Quantity requested by Customer.

Emission Free Energy Certificates: Supplier agrees to provide emission free energy supply based on Customer’s specified percentage as set forth herein. Emission free energy supply may be provided through an Emission Free Energy Certificate (“EFEC”), an Alternative Energy Certificate (“AEC”), a Zero Emission Certificate (“ZEC”), or any other recognized instrument representing emission free energy, collectively a “Certificate.” Each Certificate represents the environmental and fuel diversity attributes of one megawatt-hour of electricity generated by an eligible emission free source. Certificates will be provided in an amount equivalent to the value shown in Table 1 of the Customer’s actual net usage over the term of the Agreement. Upon written request from Customer, Supplier will provide Customer with an attestation that (a) Certificates were generated in an amount equivalent to the percentage of Customer’s actual net usage as provided herein, and (b) each Certificate has not been previously contracted and cannot be claimed by any other customer. The Certificate may be provided from the obligation year or an earlier vintage year. Customer shall be entitled to (i) identify, and (ii) make marketing claims regarding the purchase of Certificates under this Agreement only after Supplier has reviewed and provided its written consent. Notwithstanding the foregoing, Customer understands the physical output and associated electrons from the generation source of the Certificates may not be generated on the same electric grid as the Customer’s premises.

Customer will incur additional service and delivery charges from the Utility, and Customer is solely responsible for payments of all charges related to the delivery of electricity from the Utility.

Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Ohio. Notwithstanding any language in this Agreement to the contrary, the electricity sold by Supplier to Customer is deemed to be "a good" for purposes of the Uniform Commercial Code of Ohio, and the parties agree that the provisions of the Uniform Commercial Code of Ohio shall apply to this Agreement.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.

IN WITNESS WHEREOF, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

DYNEGY ENERGY SERVICES EAST, LLC By: <u>Katherine Kiefer</u> Name: <u>Katherine Kiefer</u> (Jun 29, 2023 15:35 EDT) Title: <u>Director, Retail East</u> Date: <u>Jun 29, 2023</u>	CITY OF HURON, OHIO By: <u>Matthew Lasko</u> Name: <u>Matthew Lasko</u> (Jun 29, 2023 13:59 EDT) Title: <u>City Manager</u> Date: <u>Jun 29, 2023</u> **Signatory certifies authorization to enter in to this Agreement
--	---

MC
MC

BILLING AND NOTICE INFORMATION

FEIN or DUNS#: _____

Check here if you are a local government entity subject to the Ohio Prompt Payment Requirements Act as defined by ORC 126.30/OAC 126-3- 01.

If applicable, see Section 4 of the Terms & Conditions for below:

Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.

Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.

Invoices

(Complete below section)

Notices

Attn: Accounts Payable
Address: 417 Main Street
Huron
OH 44839
E-mail: _____
Phone: _____

Attn: Mike Stafford
Address: 417 Main St
Huron, OH 44839
E-mail: citymanager@huronohio.us
Phone: (419) 433-5000 x 102

Sales Contact

Notices/Inquires

Name: Aaron Bohnert
Address: 312 Walnut Street, Ste 1500
Cincinnati
OH 45202
E-mail: aaron.bohnert@dynegy.com
Phone: (614) 365-0404

Attn: Customer Care
Address: 6555 Sierra Drive
Irving
TX 75039
E-mail: DESBusinessCare@vistraenergy.com
Phone: 800-920-5039

Upon dual execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to Supplier. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT
ACCOUNT INFORMATION SHEET FOR
CITY OF HURON, OHIO AS OF 06/29/2023

TABLE 2			
Utility: First Energy			
	Account #	Bill Group	Service Location
1	08007718170000583869	18	
2	08007718170000594262	8	
3	08007718170000595461	6	
4	08007718170000596674	8	
5	08007718170000597698	8	
6	08007718170000597699	8	
7	08007718170000598078	8	
8	08007718170000598122	8	
9	08007718170000598123	8	
10	08007718170001411738	8	
11	08007718175000228693	6	
12	08007718175000228695	6	
13	08021809320001321991	5	
14	08028570670000598174	8	
15	08028570670001371477	8	
16	08028570670001453334	6	

Signature: Mariana Cardozo
Mariana Cardozo (Jun 29, 2023 13:33 CDT)

Email: contractlegal12@txu.com

**ELECTRIC SERVICE AGREEMENT
GENERAL TERMS AND CONDITIONS**

This Electric Service Agreement (“Agreement”) is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility’s (“Utility”) distribution system (“Delivery Point”). Customer’s Utility will be responsible for delivery of Retail Power to Customer’s meter from the Delivery Point. The delivery of Retail Power over the Utility’s distribution system is subject to the terms and conditions of the Utility’s tariff relating to delivery and metering. Customer’s Utility will send Customer a notice confirming the switch to Supplier for electricity (the “Confirmation”). Customer shall provide written notice as soon as practicable of any changes to Customer’s Account and meter numbers and/or billing locations associated with Customer’s delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

After Supplier and the Utility process Customer’s enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under “Delivery Term Begins” in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under “Delivery Term Ends” in Table 1 on Exhibit A (“Term”). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. MONTHLY RENEWAL

This Agreement shall automatically continue on a monthly basis (“Renewal Term”) at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or

Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. PAYMENTS/INVOICES

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within twenty-one (21) Calendar Days following the issue date of each invoice, the “Due Date”. Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility’s delivery service charges, in which case the Due Date shall be twenty-one (21) days. All payments shall be made via an electronic method or check to the account specified on each invoice. Should the Utility fail to provide the customer’s usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance (“Interest Rate”). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, “Business Day” shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and “Calendar Day” shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

Alternatively, if eligible, Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility’s billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility’s standard service and forfeiture of Customer’s right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility’s business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier’s invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make

payments to Supplier in the terms described above in Supplier billing.

If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. CUSTOMER INFORMATION

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

6. TAXES

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

7. CREDIT

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

8. CONFIDENTIALITY

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

10. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming

Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

11. CHANGE IN LAW OR REGULATORY EVENT

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), or any new or increased charges to maintain system reliability affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion (a "Change in Law"), Supplier shall 1) provide written notice to Customer of the change, 2) specify the effect on price necessary to accommodate the Change in Law, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

12. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

13. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. EVENTS OF DEFAULT

Definition: An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of

any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus the positive difference (if any) of the Power Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Power Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this

Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

16. FORWARD CONTRACT/NON-UTILITY

ACKNOWLEDGEMENT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

17. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the

terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

18. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

19. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

20. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.



TO: Mayor Tapp and City Council
FROM: Erik Engle
RE: Motion to refer the re-zoning application of Sawmill Creek LLC on parcels annexed into the City of Huron from the current R-1 Single Family Residential to B-3 General Business to the Planning Commission
DATE: July 11, 2023

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

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



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

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

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

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



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

Date : June 27, 2023

Property Owner: Sawmill Creek, LLC
Address: PO Box 543185
City, State, Zip: Dallas, TX 75354
Email Address: bwitherow@cedarfair.com

Address of Property to be Rezoned:
Shall be per all owned by "Sawmill Creek LLC" properties and as per the Signed Annexation Document attached.

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

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

Fox Architectural Design, LLC- Joshua Fox RA
3105 Huron Avery Rd, Huron, OH 44839

Current Zoning District of Subject Property:

R-1 R-2 R-3 B-1 B-2 B-3

I-1 I-2 Other: _____

Explain the reason that re-districting/re-zoning is being requested: Pursuant to the previous site jurisdiction (Huron Township), all uses were conditional, however, upon the annexation of Sawmill Creek, LLC into the City of Huron, Ohio limits, the codified ordinances automatically revert the zoning back to a R-1 Single Family zoning District, which does not currently allow for the non-conforming uses as they exist presently.

Proposed Zoning District of Subject Property:

R-1 R-2 R-3 B-1 B-2 B-3

I-1 I-2 Other: _____

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


Is the applicant represented by legal counsel? Yes No

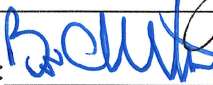
If Yes, Counsel's Name and Address: Majeed G. Makhoulf- Berns, Ockner & Greenberger, LLC
3733 Park East Dr. Suite 200, Beachwood, OH 44122

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

The following must be attached to this application:

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

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

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

DO NOT WRITE BELOW THIS LINE

Date Completed Application Received: _____

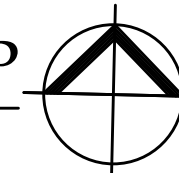
Zoning Department Representative: _____

Date Submitted to City Council: _____

Date Submitted to Planning Commission: _____



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



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

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

REVISIONS	

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

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

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

JUNE 27, 2023

JOB NO.

SKI.0

ORIGINAL DRAWING SIZE 24"x36"



LIST OF ADJACENT PROPERTIES

Date: June 27, 2023

Project: Sawmill Creek Properties- Rezoning

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

1. **39-61002.000**
STATE OF OHIO DEPT OF NAT RESOURCES
2045 MORSE ROAD
COLUMBUS OH 43229

2. **39-61008.000**
STATE OF OHIO DEPT OF NAT RESOURCES
2045 MORSE ROAD
COLUMBUS OH 43229

3. **39-00054.000**
POKORNY DONALD & ANN
5665 GRACE WOODS DRIVE
WILLOUGHBY OH 44094

4. **39-00053.001**
HURON ECONO LODGE LP 3/4 & RAF DEVELOPMENT CO INC 1/4
C/O DENNIS MICHELSON
6322 146TH ST S.W.
EDMONDS WA 98026

5. **39-00052.000**
HILL GREGORY L & THOMAS G BLEILE
609 MARINER VILLAGE
HURON OH 44839

LIST OF ADJACENT PROPERTIES

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



LIST OF ADJACENT PROPERTIES

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

- 18. 39-01076.028**
MOLNAR PETER MICHAEL & KRISTINE L TRUSTEES
4703 SE 17TH PLACE # 505
CAPE CORAL FL 33904
- 19. 39-01076.023**
MERRELL DANNY W & DENISE M PAJER-MERRELL
324 SAWMILL CREEK DR
HURON OH 44839
- 20. 39-01077.002**
CLARK JUDITH A TRUSTEE
402 TECUMSEH PLACE
HURON OH 44839
- 21. 39-01077.008**
YANUS GARY D
14436 TRISKETT RD
CLEVELAND OH 44111
- 22. 39-00986.000**
VERMEEREN BARRY W & DIXIE A
501 MARINER VILLAGE DR
HURON OH 44839
- 23. 39-01026.002**
VISCI JACQUELINE H TRUSTEE
506 MARINER VILLAGE
HURON OH 44839



LIST OF ADJACENT PROPERTIES

- 24. 39-01026.007**
511 MARINER VILLAGE LLC
6572 BALLANTRAE PL
DUBLIN OH 43016

- 25. 39-01026.096**
BRIAN GARY S & VICTORIA
51 MARINER VILLAGE
HURON OH 44839

- 26. 39-0126.096**
PARKER TONIA F & STEVEN L CONKLIN
514 MARINER VILLAGE DR
HURON OH 44839

- 27. 39-01026.023**
523 MARINER VILLAGE LLC
31108 HUNTINGTON WOODS PKWY
BAY VILLAGE OH 44140

- 28. 39-01026.016**
RUBICK WILLIAM D TRUSTEE
525 MARINER VILLAGE
HURON OH 44839

- 29. 39-01026.011**
VOIGT CHERYL A TRUSTEE
530 MARINER VILLAGE
HURON OH 44839

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

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

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

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

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

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



LIST OF ADJACENT PROPERTIES

- 36. 39-01076.031**
DORANCE JOHN W JR & MARTHA J TRUSTEES
9965 CALLAWOODS DR
CANFIELD OH 44406
- 37. 39-01026.081**
COFFEY JOE A AND KAREN H TRUSTEES
638 MARINER VILLAGE
HURON OH 44839
- 38. 43-00221.000**
RITTER DAVID L & DAYLE
23 RYE BEACH RD
HURON OH 44839
- 39. 43-00385.000**
KERSTON JAMI S & DAVID E SHOCKLEY
5779 PLANK DR
HILLIARD OH 43026
- 40. 43-00143.000**
TORQUATUS PROPERTIES LLC
7255 CROSSLEIGH CT
TOLEDO OH 43617
- 41. 43-00080.000**
DEWITT LLAH E C/O TIM DEWITT
106 FINAL TURN CR
GEORGETOWN KY 40324

42. 43-00162.000

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

43. 43-00152.000

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

44. 43-00269.000

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

45. 43-00038.000

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

46. 43-00198.000

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

47. 43-00365.000

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



LIST OF ADJACENT PROPERTIES

48. 43-00128.000
TODD JAMES A & REBECCA D
746 TOWNSHIP ROAD 2475
LOUDONVILLE OH 44842

49. 43-00304.000
HARWOOD DAVID W
37 OAKWOOD AVE
HURON OH 44839

50. 43-00463.000
NORTON JENNIFER
47 OAKWOOD AVE
HURON OH 44839-1138

51. 43-00022.000
BARONE DONALD C
104 RYE BEACH RD
HURON OH 44839

52. 43-00348.000
SELKA TRICIA RENEE
108 RYE BEACH RD
HURON OH 44839

53. 43-00132.000
GLEASON BENJAMIN D
4808 TIMBERVIEW DR
VERMILION OH 44089



LIST OF ADJACENT PROPERTIES

54. 43-00249.000

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

55. 43-00131.000

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

56. 43-00399.000

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

57. 39-00060.000

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

58. 39-60930.000

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

59. 43-62002.000

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



LIST OF ADJACENT PROPERTIES

60. 39-01076.007

RUSSIN JEAN L TRUSTEE

704 MARINER VILLAGE DR

HURON OH 44839

ALTA/NSPS LAND TITLE SURVEY FOR SAWMILL CREEK

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

PLAT REFERENCES

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

SURVEY REFERENCES

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

ROADWAY PLANS REFERENCES

State Route 6, Huron Twp., Sec. F & S Plans
Dated: 1932
ERJ-6-14-93 Plans
Erie County Rye Beach Road Plans
Dated: 1997
City of Huron Rye Beach Road Plans
HUR 057-24-05
Dated: 1992

ROADWAY 'A' CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	115.43	212.00	31° 11' 44"	N 22° 01' 18" E	114.01'
C2	187.43	348.00	30° 51' 33"	N 22° 07' 11" E	185.17'
C3	99.56	93.06	61° 17' 53"	N 37° 17' 43" E	94.88'
C4	44.76	88.51	28° 58' 36"	N 82° 20' 08" E	44.29'
C5	77.49	148.00	30° 00' 00"	N 81° 55' 26" E	76.61'
C6	236.88	523.00	26° 00' 00"	N 79° 58' 26" E	234.85'
C7	191.00	213.00	51° 22' 39"	N 67° 14' 06" E	184.66'
C8	43.85	50.00	50° 15' 04"	N 16° 25' 15" E	42.46'
C9	79.20	434.20	10° 27' 05"	N 13° 55' 50" W	79.09'
C10	39.09	162.00	13° 49' 31"	N 12° 14' 37" W	39.00'
C11	14.71	488.00	01° 43' 38"	N 06° 11' 40" W	14.71'
C12	29.41	212.00	07° 56' 51"	N 48° 42' 41" W	29.38'
C13	65.39	138.00	27° 08' 55"	N 58° 18' 43" W	64.78'
C14	41.78	100.00	23° 56' 11"	S 08° 47' 42" W	41.47'
C15	227.04	318.00	40° 54' 28"	S 25° 10' 44" W	222.25'
C16	98.30	88.00	64° 00' 08"	S 27° 16' 34" E	93.27'
C17	10.04	288.00	01° 59' 53"	S 08° 22' 01" E	10.04'
C18	36.06	512.00	04° 02' 06"	S 07° 20' 54" E	36.05'
C19	33.30	138.00	13° 49' 31"	S 12° 14' 37" E	33.22'
C20	83.58	458.20	10° 27' 05"	S 13° 55' 50" E	83.47'
C21	64.90	74.00	50° 15' 04"	S 16° 25' 15" W	62.84'
C22	212.52	237.00	51° 22' 39"	S 67° 14' 06" W	205.47'
C23	225.99	498.00	26° 00' 00"	S 79° 58' 26" W	224.05'
C24	90.06	172.00	30° 00' 00"	S 81° 55' 26" E	89.03'
C25	96.32	191.49	28° 49' 16"	S 82° 24' 29" W	95.31'
C26	27.29	85.89	18° 14' 50"	S 88° 58' 54" E	27.17'
C27	78.05	128.00	24° 56' 10"	S 24° 14' 13" W	76.84'
C28	200.35	372.00	30° 51' 31"	S 22° 07' 28" W	197.94'
C29	102.36	188.00	31° 11' 44"	S 22° 01' 18" W	101.10'

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

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

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

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

ROADWAY 'A' LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 83° 13' 52" E	18.00(D)
L2	N 06° 25' 26" E	221.19(D)
L3	N 06° 46' 08" E	95.11'
L4	N 68° 04' 07" E	30.00(D)
L5	S 83° 04' 34" E	320.94'
L6	N 66° 55' 26" E	73.02'
L7	S 87° 04' 34" E	100.00(D)
L8	N 41° 32' 47" E	25.37(D)
L9	N 05° 19' 51" W	222.91(D)
L10	N 54° 37' 47" W	98.93'
L11	N 56° 51' 06" W	128.97'
L12	N 72° 42' 13" W	28.69'
L13	N 06° 08' 37" E	386.44'
L14	N 16° 33' 19" E	171.73'
L15	N 29° 56' 01" E	120.11'
L16	N 41° 04' 34" W	75.00'
L17	N 78° 44' 34" W	217.26'
L18	N 45° 15' 45" E	49.49'
L19	N 44° 44' 15" W	106.11'
L20	N 71° 53' 10" W	37.94'
L21	S 43° 55' 26" W	24.84'
L22	N 46° 04' 34" W	140.00'
L23	N 39° 02' 50" W	111.19'
L24	S 28° 55' 26" W	36.10'
L25	S 39° 02' 50" E	110.21'
L26	S 41° 40' 56" E	57.50'
L27	S 58° 51' 27" E	81.90'
L28	S 71° 53' 10" E	28.14'
L29	S 66° 47' 59" E	43.25'
L30	S 57° 08' 18" E	30.49'
L31	S 45° 14' 53" E	137.07'
L32	S 62° 15' 35" E	81.65'
L33	S 78° 00' 31" E	107.19'
L34	S 49° 46' 04" E	134.32'
L35	S 20° 45' 48" W	69.24'
L36	S 45° 37' 58" W	28.29'
L37	S 04° 43' 30" W	267.25'
L38	S 59° 16' 38" E	174.56'
L39	S 05° 19' 51" E	222.91(D)
L40	N 41° 32' 47" E	25.37(D)
L41	S 87° 04' 34" E	100.00(D)
L42	S 66° 55' 26" W	78.02(D)
L43	N 83° 04' 34" W	251.02(D)
L44	S 68° 04' 07" W	30.00(D)
L45	S 06° 46' 08" W	50.00(D)
L46	S 06° 25' 26" W	221.34(D)
L47	S 83° 13' 52" E	17.47(C) 18.00(D)



VICINITY MAP
NOT TO SCALE

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

NOTES PERTAINING TO ALTA/NSPS TABLE A ITEMS

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

LEGEND

SET	FOUND	DESCRIPTION
●	○	IRON PIN (ROD)
●	○	IRON PIPE
+	+	MAG NAIL
⊕	⊕	MAG SPIKE
⊠	⊠	MONUMENT BOX
(D)	(M)	DEED MEASURED
(P)	(C)	PLATTED CALCULATED
	(S)	SURVEY

ALL 5/8" IRON PINS SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED "C.D. ENG 8456 & 8512"

ZONING INFORMATION

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

PARCELS WITHIN THE TOWNSHIP OF HURON, OHIO:
Based on the Township of Huron, Ohio Zoning resolved by the Board of Township Trustees of Huron Township, Erie County, State of Ohio found at hurontpw.org/PDF/hurontpw-zoningcode.pdf for the Township of Huron, Ohio

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

ZONING REGULATIONS:

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

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

PARCELS WITHIN THE CITY OF HURON, OHIO:
Based on the City of Huron, Ohio Zoning resolved by the City of Huron Council, Erie County, State of Ohio found at cityofhuron.org/government/departments/building-zoning-departments for the City of Huron, Ohio

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

ZONING REGULATIONS:

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

OWNERSHIP TABLE

	PROPERTIES OWNED BY OTHERS
	PROPERTIES OWNED OR RETAINED BY GREGORY L. HILL & SAWMILL CREEK DEVELOPMENT, CO. LIMITED PARTNERSHIP

FLOOD ZONE CLASSIFICATION

Subject property is within Zone AE and Zone X. Zone AE is WITHIN a Special Flood Hazard Zone. Zone X is NOT a special Flood Hazard Zone.

COMMUNITY PANEL NO.: 39043C0111D
EFFECTIVE DATE: August 28, 2008
COMMUNITY PANEL NO.: 39043C0112E
EFFECTIVE DATE: November 19, 2014

	FLOODWAY AREAS IN ZONE AE: The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.
	ZONE AE: Base flood elevations determined.
	ZONE X: Areas of 0.2% annual chance flood; area of 1% annual chance flood with average depths less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
	ZONE X: Areas determined to be outside the 0.2% annual chance floodplain.

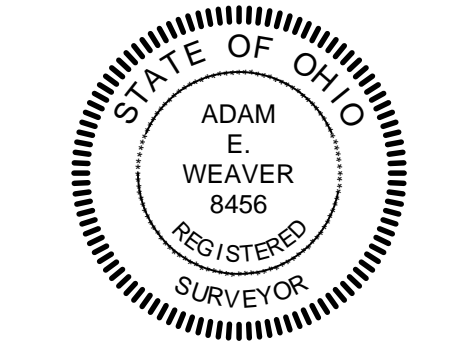
SURVEYOR'S CERTIFICATE

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

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

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

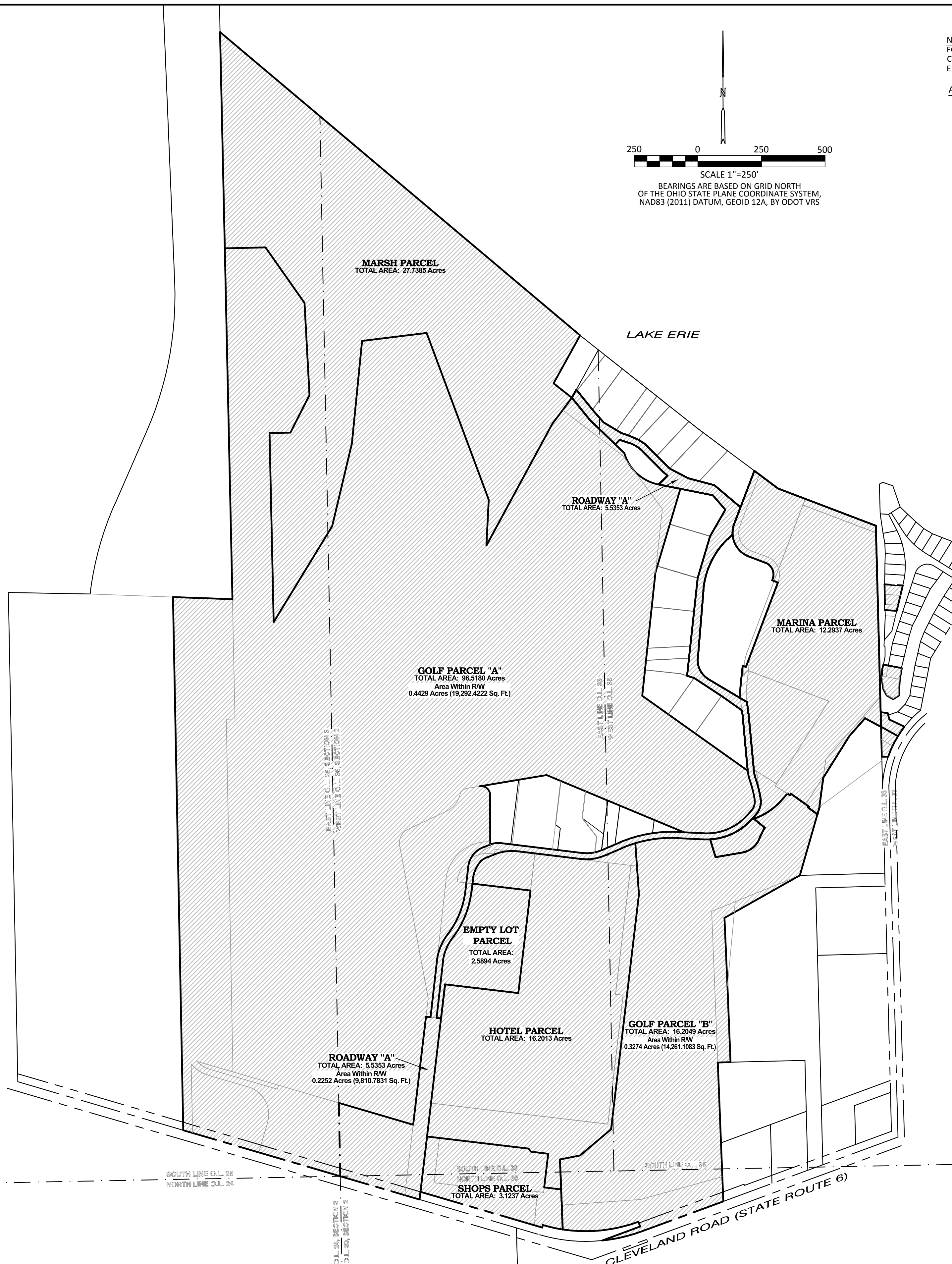
Adam E. Weaver
Registered Surveyor #8456



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

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE:	DATE:	CK'D BY:	AEW	PROJECT NO.
NTS	JULY, 2019	DMM		18-435



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

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

NOTES

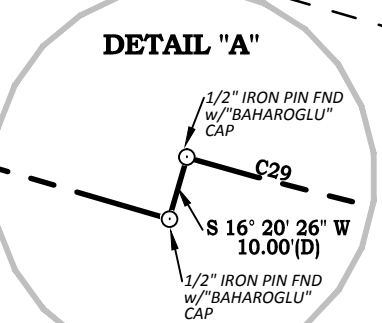
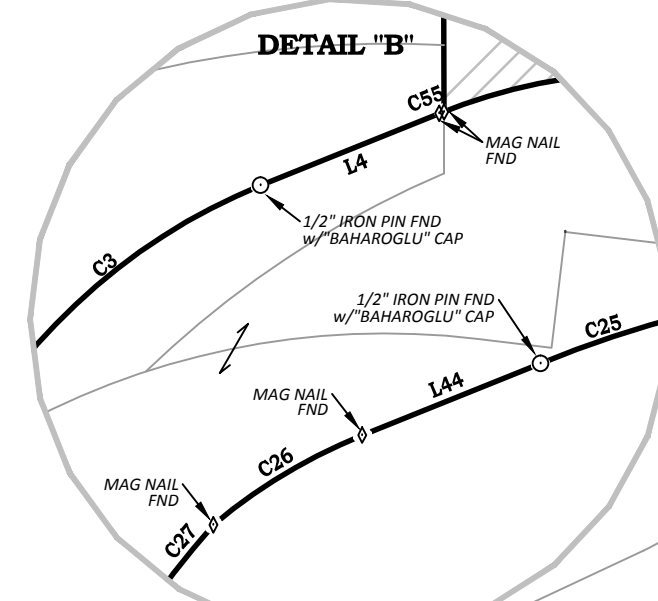
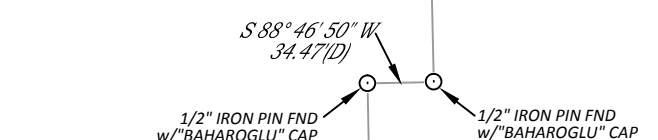
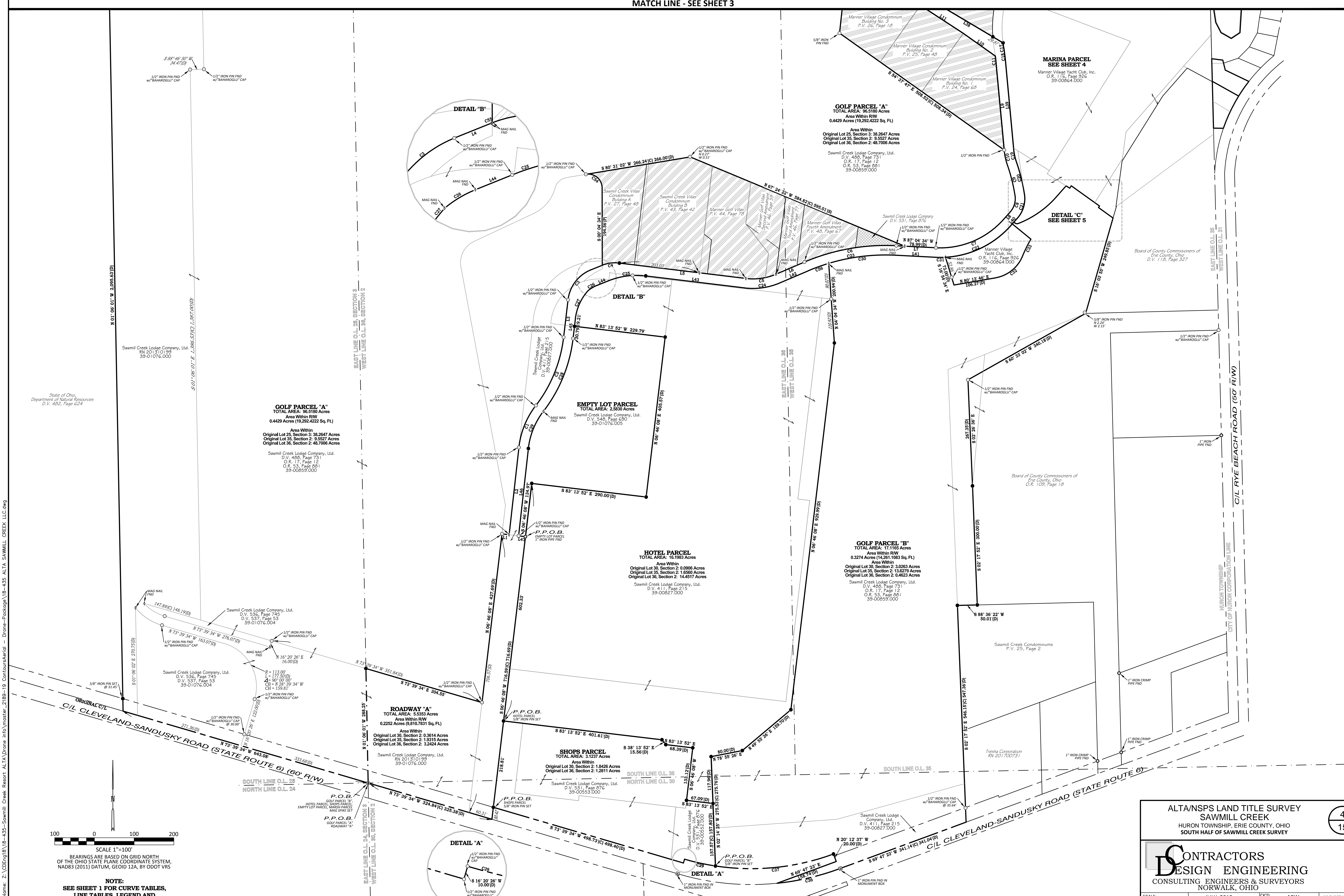
- The legal description printed hereon describes the same property as described in those certain deeds recorded as Quit-Claim/Warranty Deed Nos. RN 200207993, RN 201310199, RN 201310200, Official Records Book 116, Page 926, and Volume 411, Page 215, Volume 548, Page 686, Volume 531, Page 876, Volume 831, Page 881, Volume 536, Page 745, Volume 537, Page 53, Volume 488, Page 731, Volume 488, Page 747, Volume 017, Page 12, Volume 053, Page 981, and is the same property described in Schedule A of Title Commitment No. 19-134, dated effective June 10, 2019, as prepared by Old Republic National Title Insurance Company, and that all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.
- This survey is based on a title commitment prepared by Old Republic National Title Insurance Company Commitment File No. 19-134, date effective June 10, 2019. Only those easements and that information listed in Old Republic National Title Insurance Commitment No. 19-134, dated effective June 10, 2019, and re-listed below were considered for this Survey, and are shown on this Survey. Items not listed under Schedule B-II hereon are standard title exceptions and/or are not matters of issues that pertain to this Survey.
- Tax Parcel Code Nos.: 39-00864.000, 43-00358.000, 43-00359.000, 43-00360.000, 43-00361.000, 43-00362.000, 43-00363.000, 43-00959.000, 39-00827.000, 39-01076.005, 39-00552.000, 39-00553.000, 39-01076.004, 39-00859.000 and 39-01076.000. Shown on Survey.
- North adjainer's deck, breakwall and concrete sidewalk encroach upon Lot 19, Torquatus Beach Subdivision (see sheet 7). South adjainer's breakwall, concrete sidewalk and gravel drive encroach upon the north half of Lot 38, Torquatus Beach Subdivision (see sheet 7). No other encroachments were found on the subject's property at the time of the Survey.
- Subject Property has direct access to Cleveland Road (State Route 6), a public right-of-way.
- At the time the field work for the Survey was done, there were no observed addresses. The addresses on the Subject Property are 400 Cleveland Road and 2401 Cleveland Road.
- Survey performed October, 2018 on the premises and there is no observable evidence of the locations of cemeteries or burial grounds.
- Property as described hereon is contiguous, with no gaps and/or gores.
- Legal description of the property has a 1:10,000 error of closure.

SCHEDULE B - SECTION II		DEED/LEASE		REMARKS	
NO.	TYPE OF EASEMENT	WIDTH	GRANTEE	TYPE	DEED/LEASE
9	OHIO EDISON COMPANY EASEMENT	----	OHIO EDISON COMPANY	DEED	333 61 SHOWN ON SURVEY
10	WATER MAIN EASEMENT - PARCEL 1	30.00'	COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	306 227 SHOWN ON SURVEY
10A	WATER MAIN EASEMENT - PARCEL 2	60.00'	COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	306 227 SHOWN ON SURVEY
11	OHIO EDISON COMPANY EASEMENT	45.00'	OHIO EDISON COMPANY	DEED	320 425 SHOWN ON SURVEY
12	SANITARY SEWER EASEMENT - PARCEL 1	45.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	410 626 SHOWN ON SURVEY
12A	SANITARY SEWER EASEMENT - PARCEL 2	30.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	410 626 SHOWN ON SURVEY
13	ROADSIDE RIGHT-OF-WAY (GAS EASEMENT)	15.00'	COLUMBIA GAS OF OHIO, INC.	DEED	417 743 SHOWN ON SURVEY
14	SANITARY SEWER EASEMENT - PARCEL 1	100.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	438 947 SHOWN ON SURVEY
14A	SANITARY SEWER EASEMENT - PARCEL 2	30.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	438 947 SHOWN ON SURVEY
15	SANITARY SEWER EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424 759 SHOWN ON SURVEY
15A	STORM SEWER EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424 759 SHOWN ON SURVEY
15B	SERVICE ROAD EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424 759 SHOWN ON SURVEY
15C	SERVICE ROAD EASEMENT	20.00'	SAWMILL CREEK LODGE COMPANY	DEED	424 759 SHOWN ON SURVEY
15D	FIRE LINE EASEMENT - PARCEL 1	15.00'	SAWMILL CREEK LODGE COMPANY	DEED	424 759 SHOWN ON SURVEY
15E	FIRE LINE EASEMENT - PARCEL 2	15.00'	SAWMILL CREEK LODGE COMPANY	DEED	424 759 SHOWN ON SURVEY
15F	ELECTRIC LINE EASEMENT	8.00'	SAWMILL CREEK LODGE COMPANY	DEED	424 759 SHOWN ON SURVEY
15G	GAS LINE EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424 759 SHOWN ON SURVEY
15H	TELEPHONE LINE EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424 759 SHOWN ON SURVEY
15I	WATER LINE EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424 759 SHOWN ON SURVEY
16	OHIO EDISON EASEMENT	----	OHIO EDISON COMPANY	DEED	448 768 NOT SHOWN ON SURVEY
17	EASEMENT & RIGHT-OF-WAY	----	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	448 848 SHOWN ON SURVEY
18	EASEMENT & RIGHT-OF-WAY	----	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	448 851 SHOWN ON SURVEY
19	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 1 - MARINA PARCEL	----	SAWMILL CREEK MARINA, INC.	DEED	449 417 SHOWN ON SURVEY
19A	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 2 - PARKING LOT	----	SAWMILL CREEK MARINA, INC.	DEED	449 417 SHOWN ON SURVEY
19B	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 3 - 60' ROADWAY	60.00'	SAWMILL CREEK MARINA, INC.	DEED	449 417 SHOWN ON SURVEY
19C	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 4 - 24' ROADWAY	24.00'	SAWMILL CREEK MARINA, INC.	DEED	449 417 SHOWN ON SURVEY
19D	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 5 - 6' WALKWAY	6.00'	SAWMILL CREEK MARINA, INC.	DEED	449 417 SHOWN ON SURVEY
20	EASEMENT - PARCEL 1	----	SAWMILL CREEK MARINA, INC.	DEED	488 748 SHOWN ON SURVEY
20A	EASEMENT - PARCEL 2	----	SAWMILL CREEK MARINA, INC.	DEED	488 748 SHOWN ON SURVEY
20B	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 3 - 6' WALKWAY	6.00'	SAWMILL CREEK MARINA, INC.	DEED	488 748 SHOWN ON SURVEY
20C	EASEMENT - RESERVATION OF EASEMENT OVER PARCEL 1	----	SAWMILL CREEK MARINA, INC.	DEED	488 748 SHOWN ON SURVEY
21	EASEMENT & RIGHT-OF-WAY - PARCEL 1 - 24' ROADWAY	24.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503 49 SHOWN ON SURVEY
21A	EASEMENT & RIGHT-OF-WAY - PARCEL 2 - 60' ROADWAY	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503 49 SHOWN ON SURVEY
22	EASEMENT & RIGHT-OF-WAY - PARCEL 1 - 24' ROADWAY	24.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503 223 SHOWN ON SURVEY
22A	EASEMENT & RIGHT-OF-WAY - PARCEL 2 - 60' ROADWAY	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503 223 SHOWN ON SURVEY
22B	EASEMENT & RIGHT-OF-WAY - PARCEL 1 - 24' ROADWAY	24.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	527 709 SHOWN ON SURVEY
22C	EASEMENT & RIGHT-OF-WAY - PARCEL 2 - 60' ROADWAY	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	527 709 SHOWN ON SURVEY
22D	EASEMENT & RIGHT-OF-WAY - PARCEL 1 - 24' ROADWAY	24.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	535 104 SHOWN ON SURVEY
22E	EASEMENT & RIGHT-OF-WAY - PARCEL 2 - 60' ROADWAY	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	535 104 SHOWN ON SURVEY
22F	EASEMENT & RIGHT-OF-WAY - EXHIBIT 3 - 4.275 ACRE PARCEL	----	SAWMILL CREEK ASSOCIATION, ETC.	DEED	535 104 SHOWN ON SURVEY
24	SANITARY SEWER EASEMENT	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503 270 SHOWN ON SURVEY
25	SANITARY SEWER EASEMENT	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503 634 SHOWN ON SURVEY
25A	SANITARY SEWER EASEMENT	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503 634 SHOWN ON SURVEY
26	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 1	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534 209 SHOWN ON SURVEY
26A	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 3	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534 209 SHOWN ON SURVEY
26B	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 4	VARIES	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534 209 SHOWN ON SURVEY
27	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 5	VARIES	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534 225 SHOWN ON SURVEY
28	ROAD MAINTENANCE AGREEMENT - PARCEL 2 - 60' ROADWAY	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	RN	200808756 SHOWN ON SURVEY
28A	ROAD MAINTENANCE AGREEMENT - 24' ROADWAY	24.00'	SAWMILL CREEK LODGE COMPANY, ETC.	RN	200808756 SHOWN ON SURVEY
29	ACCESS EASEMENT & AGREEMENT - IRRIGATION LINE EASEMENT	----	MARINER VILLAGE CONDOMINIUM, INC.	RN	201702985 SHOWN ON SURVEY
30	WARRANTY DEED	----	ANNA B. BUTTS	DEED	170 457 SHOWN ON SURVEY
31	RIGHT-OF-WAY AND EASEMENT FOR ACCESS & UTILITIES - PARCEL 1	----	SAWMILL CREEK ASSOCIATION, ETC.	DEED	411 215 SHOWN ON SURVEY
31A	RIGHT-OF-WAY AND EASEMENT FOR ACCESS & UTILITIES - PARCEL 2	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	411 215 SHOWN ON SURVEY
32	SANITARY SEWER EASEMENT	60.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	410 623 SHOWN ON SURVEY
32A	SANITARY SEWER EASEMENT	60.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	410 623 SHOWN ON SURVEY
32B	SANITARY SEWER EASEMENT	20.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	472 72 SHOWN ON SURVEY
32C	SANITARY SEWER EASEMENT	20.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	479 604 SHOWN ON SURVEY
32D	SANITARY SEWER EASEMENT	20.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	503 449 SHOWN ON SURVEY
33	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES	24.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK MARINA, INC.	DEED	486 226 SHOWN ON SURVEY
34	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES	----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	486 287 SHOWN ON SURVEY
35	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - PARCEL 1 - BATH HOUSE	----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK MARINA, INC.	DEED	488 436 SHOWN ON SURVEY
35A	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - PARCEL 2 - 24' ROADWAY	24.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK MARINA, INC.	DEED	488 436 SHOWN ON SURVEY
36	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - SCHEDULE I-A - REVISED GOLF COURSE PARCEL 1	----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488 731 SHOWN ON SURVEY
36A	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - SCHEDULE I-A - REVISED GOLF COURSE PARCEL 2	----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488 731 SHOWN ON SURVEY
36B	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - SCHEDULE I-B	----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488 731 SHOWN ON SURVEY
36C	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - SCHEDULE I-C	----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488 731 SHOWN ON SURVEY
36D	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - SCHEDULE I-D	----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488 731 SHOWN ON SURVEY
36E	PEDESTRIAN/VEHICLE EASEMENT - SCHEDULE I-E - EASEMENT 1	6.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488 731 SHOWN ON SURVEY
36F	PEDESTRIAN/VEHICLE EASEMENT - SCHEDULE I-E - EASEMENT 2	6.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488 731 SHOWN ON SURVEY
36G	PEDESTRIAN/VEHICLE EASEMENT - SCHEDULE I-E - EASEMENT 3	6.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488 731 SHOWN ON SURVEY
36H	ROADWAY EASEMENT - SCHEDULE I-F - PARCEL 1	24.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488 731 SHOWN ON SURVEY
36I	RIGHT-OF-WAY ADJACENT TO EASEMENT - SCHEDULE I-F - PARCEL 2	----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488 731 SHOWN ON SURVEY
36J	EASEMENT FOR GOLF TEE - SCHEDULE I-G	----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488 731 SHOWN ON SURVEY
37	APPURTENANT RIGHTS TO RIGHT-OF-WAY AND EASEMENT FOR INGRESS/EGRESS & UTILITIES	----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK DEVELOPMENT CO.	DEED	503 218 SHOWN ON SURVEY
38	WATER MAIN EASEMENT - PARCEL 1	20.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	503 455 SHOWN ON SURVEY
38A	WATER MAIN EASEMENT - PARCEL 2	30.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	503 455 SHOWN ON SURVEY
39	SANITARY SEWER EASEMENT	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503 270 SHOWN ON SURVEY
39A	SANITARY SEWER EASEMENT	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503 276 SHOWN ON SURVEY
40	RIGHT-OF-WAY FOR GAS PIPELINE	15.00'	COLUMBIA GAS OF OHIO, INC.	DEED	507 204 SHOWN ON SURVEY
41	APPURTENANT EASEMENT - GOLF COTTAGES - PARCEL 1	----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	521 26 SHOWN ON SURVEY
41A	APPURTENANT EASEMENT - GOLF COTTAGES - PARCEL 2	----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	521 26 SHOWN ON SURVEY
42	APPURTENANT EASEMENT - 4.275 ACRE PARCEL	----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK DEVELOPMENT CO.	DEED	523 580 SHOWN ON SURVEY
49	EASEMENT FOR UTILITY PURPOSES	----	SAWMILL CREEK DEVELOPMENT COMPANY	DEED	523 585 SHOWN ON SURVEY
50	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 1	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534 209 SHOWN ON SURVEY
50A	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 3	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534 209 SHOWN ON SURVEY
50B	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 4	VARIES	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534 209 SHOWN ON SURVEY
50C	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 2	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534 218 SHOWN ON SURVEY
50D	EASEMENT FOR UTILITY PURPOSES	----	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534 218 SHOWN ON SURVEY
51	EASEMENT FOR UTILITY PURPOSES & ACCESS	24.00'	SAWMILL CREEK DEVELOPMENT COMPANY	DEED	535 124 SHOWN ON SURVEY
52	GAS EASEMENT	10.00'	COLUMBIA GAS OF OHIO, INC.	DEED	539 617 SHOWN ON SURVEY
52A	GAS EASEMENT	10.00'	COLUMBIA GAS OF OHIO, INC.	DEED	539 619 SHOWN ON SURVEY
53	RIGHT-OF-WAY FOR ACCESS & UTILITIES - GOLF COTTAGE PARCEL 4 - 0.7239 ACRES	----	SAWMILL CREEK LODGE COMPANY	DEED	548 686 SHOWN ON SURVEY
53A	RIGHT-OF-WAY FOR ACCESS & UTILITIES - GOLF COTTAGE PARCEL 3 - 0.9295 ACRES	----	SAWMILL CREEK LODGE COMPANY	DEED	548 686 SHOWN ON SURVEY
53B	RIGHT-OF-WAY FOR ACCESS & UTILITIES	----	SAWMILL CREEK LODGE COMPANY	DEED	548 686 SHOWN ON SURVEY
54	PERPETUAL USE RESTRICTIONS	----	SAWMILL CREEK LODGE COMPANY	O.R.	17 12 SHOWN ON SURVEY
55	PERPETUAL USE RESTRICTIONS	----	SAWMILL CREEK LODGE COMPANY	O.R.	53 881 SHOWN ON SURVEY
56	PERMANENT & PERPETUAL EASEMENT FOR ACCESS & UTILITIES	----	SAWMILL CREEK LODGE ASSOCIATION	O.R.	300 30 SHOWN ON SURVEY
57	APPURTENANT EASEMENT FOR UTILITIES	30.00'	SAWMILL CREEK ASSOCIATION	O.R.	315 666 SHOWN ON SURVEY
58	EASEMENT & RIGHT OF ENTRY	----	ERIE COUNTY CABLEVISION, INC.	RN	200315055 SHOWN ON SURVEY
59	EASEMENT & RIGHT-OF-WAY	----	ERIE COUNTY CABLEVISION, INC.	RN	200323844 SHOWN ON SURVEY
60	MEMORANDUM OF LEASE - PARCEL I - 1.119 ACRES	----	SAWMILL CREEK LODGE COMPANY, LTD., ETC.	RN	201807571 SHOWN ON SURVEY
60A	MEMORANDUM OF LEASE - PARCEL II - 1.657 ACRES	----	SAWMILL CREEK LODGE COMPANY, LTD., ETC.	RN	201807571 SHOWN ON SURVEY
60B	MEMORANDUM OF LEASE - PARCEL III - 0.349 ACRES	----	SAWMILL CREEK LODGE COMPANY, LTD., ETC.	RN	201807571 SHOWN ON SURVEY
62	GAS EASEMENT	15.00'	COLUMBIA GAS OF OHIO, INC.	DEED	531 476 SHOWN ON SURVEY
63	EASEMENT FOR UTILITY PURPOSES - EASEMENT 6	20.00'	SAWMILL CREEK DEVELOPMENT CO. & MARINER VILLAGE CONDO.	DEED	534 237 SHOWN ON SURVEY
63A	EASEMENT FOR UTILITY PURPOSES - EASEMENT 7	20.00'	SAWMILL CREEK DEVELOPMENT CO. & MARINER VILLAGE CONDO.	DEED	534 237 SHOWN ON SURVEY
63B	EASEMENT FOR UTILITY PURPOSES - EASEMENT 9	----	SAWMILL CREEK DEVELOPMENT CO. & MARINER VILLAGE CONDO.	DEED	534 237 SHOWN ON SURVEY
64	GAS EASEMENT	15.00'	COLUMBIA GAS OF OHIO, INC.	DEED	544 136 SHOWN ON SURVEY
65	PERPETUAL FOR INGRESS, EGRESS & UTILITIES	----	MARINER VILLAGE CONDOMINIUM OWNER'S ASSOCIATION	O.R.	191 306 SHOWN ON SURVEY
66	PERPETUAL FOR INGRESS, EGRESS & UTILITIES	----	MARINER VILLAGE CONDOMINIUM OWNER'S ASSOCIATION	O.R.	196 250 SHOWN ON SURVEY
67	EASEMENT FOR SANITARY SEWER & WATER MAIN	30.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	O.R.	199 664 SHOWN ON SURVEY
68	EASEMENT FOR SANITARY SEWER & WATER MAIN	----	GREGORY L. HILL	O.R.	218 901 SHOWN ON SURVEY
69	WARRANTY DEED	----	CLARA D. COROGIN, TRUSTEE	O.R.	288 401 SHOWN ON SURVEY

ALTA/NSPS LAND TITLE SURVEY
 SAWMILL CREEK
 HURON TOWNSHIP, ERIE COUNTY, OHIO
 OVERALL SURVEY & SCHEDULE B TABLE

CONTRACTORS
DESIGN ENGINEERING
 CONSULTING ENGINEERS & SURVEYORS
 NORWALK, OHIO

SCALE: NTS DATE: JULY, 2019 DR: DMM CK'D BY: AEW PROJECT NO. 18-435



GOLF PARCEL "A"
TOTAL AREA: 96,5180 Acres
Area Within RW
0.4429 Acres (19,292,4222 Sq. Ft.)
Area Within
Original Lot 25, Section 3: 38.2647 Acres
Original Lot 35, Section 2: 8.5527 Acres
Original Lot 36, Section 2: 48.7006 Acres
Sawmill Creek Lodge Company, Ltd.
D.V. 409, Page 731
O.R. 17, Page 12
O.R. 53, Page 861
39-00859'000

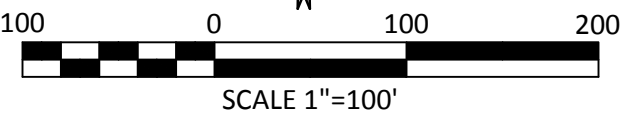
EMPTY LOT PARCEL
TOTAL AREA: 2,8630 Acres
Sawmill Creek Lodge Company, Ltd.
D.V. 540, Page 630
39-01076'000

HOTEL PARCEL
TOTAL AREA: 16,1983 Acres
Area Within
Original Lot 35, Section 2: 0.0986 Acres
Original Lot 35, Section 2: 1.6560 Acres
Original Lot 36, Section 2: 14.4517 Acres
Sawmill Creek Lodge Company, Ltd.
D.V. 411, Page 215
39-00827'000

GOLF PARCEL "B"
TOTAL AREA: 17,1165 Acres
Area Within RW
0.3274 Acres (14,281,1083 Sq. Ft.)
Area Within
Original Lot 30, Section 2: 3.0263 Acres
Original Lot 35, Section 2: 13.6279 Acres
Original Lot 36, Section 2: 0.4623 Acres
Sawmill Creek Lodge Company, Ltd.
D.V. 480, Page 731
O.R. 17, Page 12
O.R. 53, Page 861
39-00859'000

ROADWAY "A"
TOTAL AREA: 5,5353 Acres
0.2252 Acres (9,810,7831 Sq. Ft.)
Area Within
Original Lot 30, Section 2: 0.3614 Acres
Original Lot 35, Section 2: 1.9315 Acres
Original Lot 36, Section 2: 3.2424 Acres
Sawmill Creek Lodge Company, Ltd.
RN 201510139
39-01076'000

SHOPS PARCEL
TOTAL AREA: 3,1237 Acres
Area Within
Original Lot 30, Section 2: 1.8426 Acres
Original Lot 35, Section 2: 1.2811 Acres
Sawmill Creek Lodge Company, Ltd.
D.V. 531, Page 676
39-00553'000



SCALE 1"=100'
BEARINGS ARE BASED ON GRID NORTH OF THE OHIO STATE PLANE COORDINATE SYSTEM, NAD83 (2011) DATUM, GEOID 12A, BY ODOT VRS

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

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

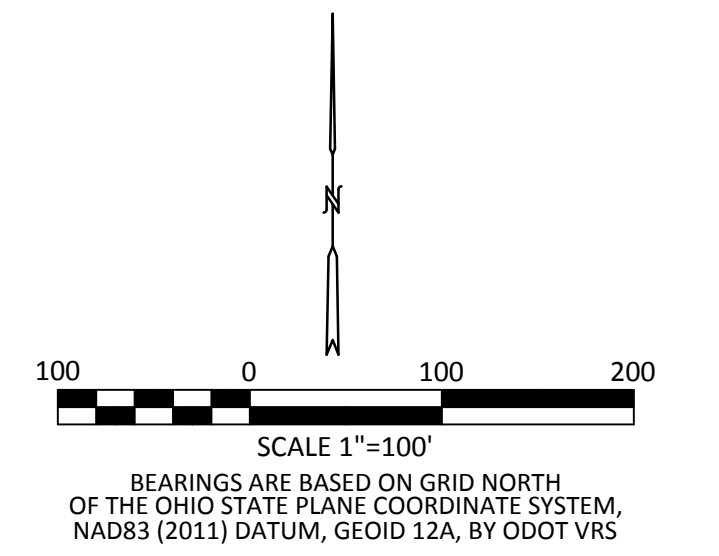
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15

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

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

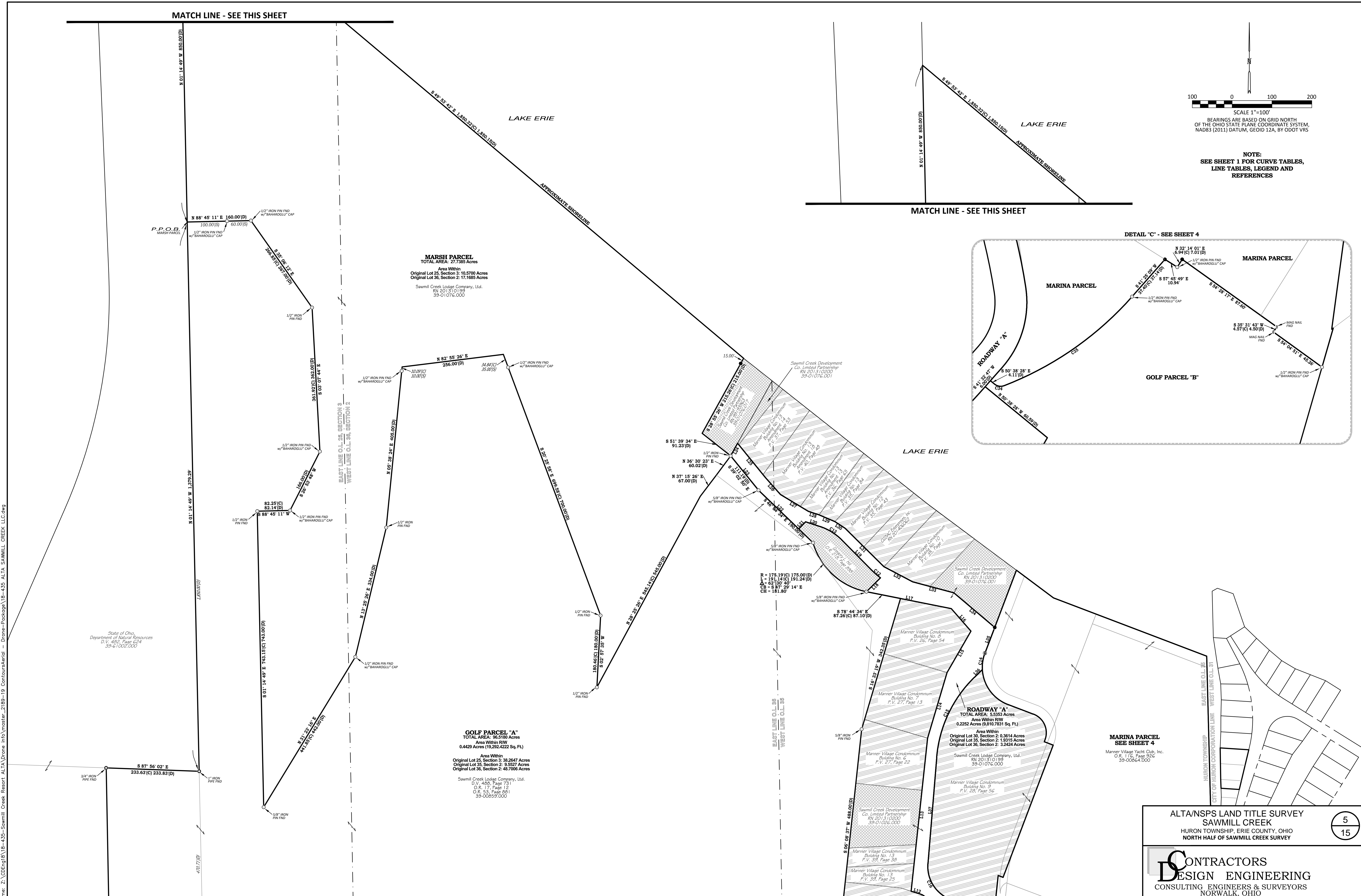
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MATCH LINE - SEE THIS SHEET



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

MATCH LINE - SEE THIS SHEET



MATCH LINE - SEE SHEET 2

ALTANSPS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIE COUNTY, OHIO
NORTH HALF OF SAWMILL CREEK SURVEY

**CONTRACTORS
DESIGN ENGINEERING**
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

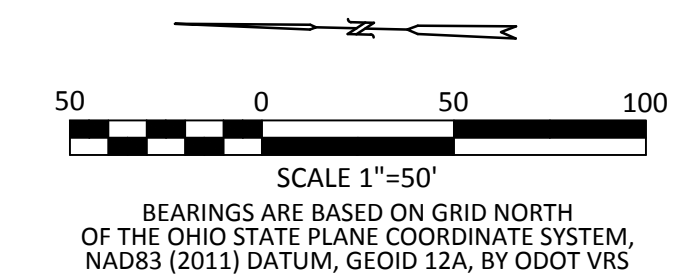
SCALE: 1" = 100'
DATE: JULY, 2019
DR: DMM
BY: AEW

CK'D: AEW
REV'D: BY:

PROJECT NO. 18-435

File Name: Z:\CD\Eng\18-435-Sawmill Creek Resort\ALTA\Drone\Info\Master-2189-19\Contour\Aerial - Drone-Package\18-435-ALTA SAWMILL CREEK LLC.dwg

MARINA PARCEL CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CURVE LENGTH
CS2	34.37	488.00	04° 02' 06"	N 07° 20' 54" W	34.36
CS3	29.28	312.00	05° 22' 36"	N 06° 40' 39" W	29.27
C38	187.24	237.00	45° 15' 56"	N 64° 10' 45" E	182.41
C39	47.79	350.00	07° 49' 22"	S 26° 13' 30" W	47.75
C40	90.97	90.00	57° 54' 57"	S 51° 16' 17" W	87.15
C41	64.90	74.00	50° 15' 04"	N 16° 25' 15" E	62.84
C42	83.58	458.20	10° 27' 05"	N 13° 55' 50" W	83.47
C43	33.30	138.00	13° 49' 31"	N 12° 14' 37" W	33.22
C44	36.06	512.00	04° 02' 06"	N 07° 20' 54" W	36.05
C45	10.04	288.00	01° 59' 53"	N 08° 22' 01" W	10.04
C46	55.14	312.00	10° 07' 30"	N 01° 04' 24" E	55.06
C47	61.78	226.00	15° 39' 48"	N 12° 55' 54" E	61.59
C48	78.54	50.00	90° 00' 00"	N 24° 14' 12" W	70.71
C49	157.08	100.00	90° 00' 00"	N 24° 14' 12" W	141.42
C50	118.89	247.00	27° 30' 36"	S 55° 10' 27" W	117.46
CS1	7.53	7.14	60° 25' 47"	N 80° 51' 22" W	7.19



NOTE:
SEE SHEET 1
FOR LEGEND AND REFERENCES



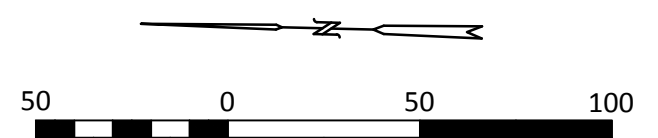
ALTA/NSPS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIC COUNTY, OHIO
MARINA SURVEY

6

15

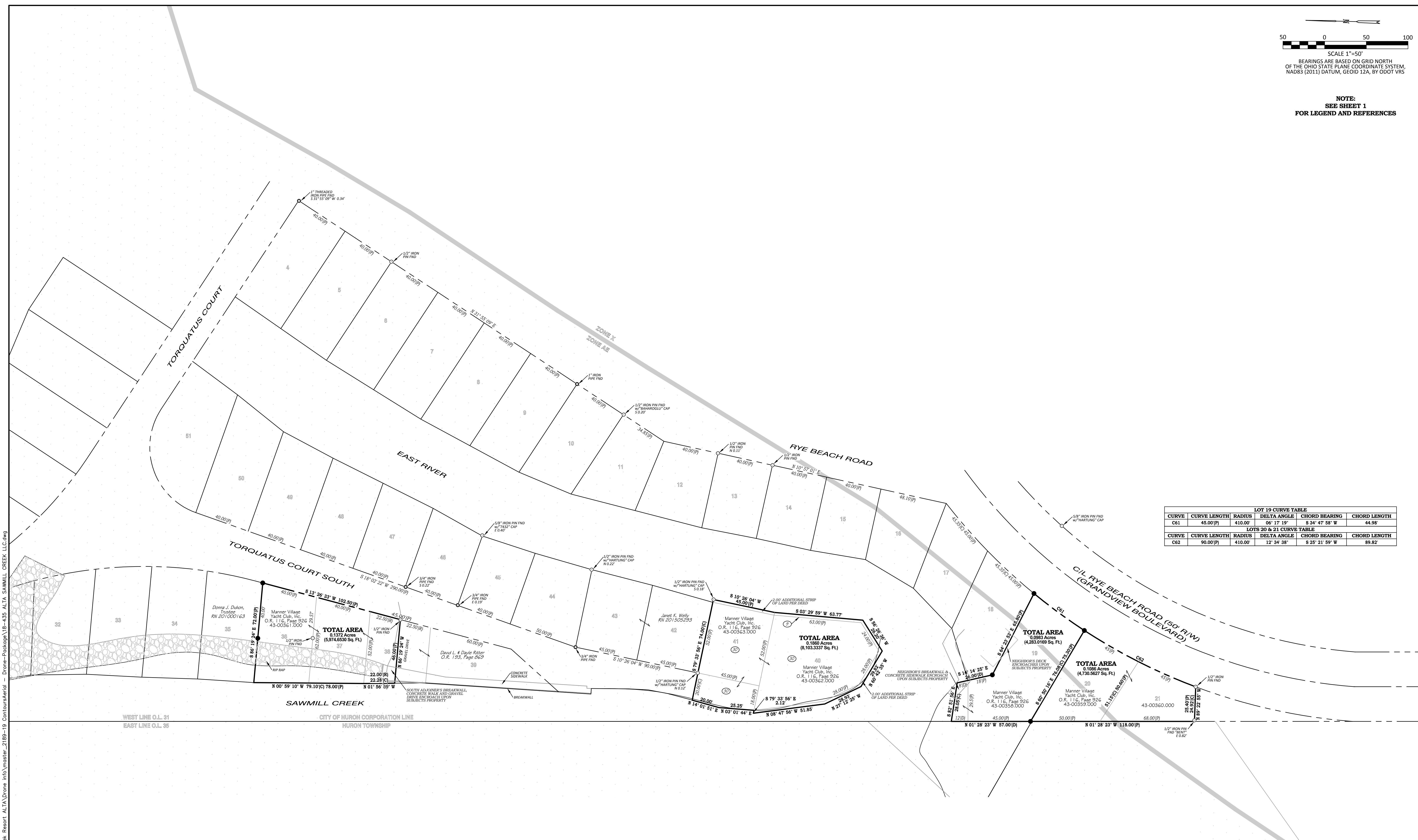
CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE: 1" = 50'	DATE: JULY, 2019	CK'D. BY: DMM	AEW	PROJECT NO. 18-435
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SCALE 1"=50'
 BEARINGS ARE BASED ON GRID NORTH
 OF THE OHIO STATE PLANE COORDINATE SYSTEM,
 NAD83 (2011) DATUM, GEOID 12A, BY ODOT VRS

NOTE:
 SEE SHEET 1
 FOR LEGEND AND REFERENCES



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

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

Dorey J. Dixon, Trustee
 RN 2010000163
 O.R. 116, Page 326
 43-00361000

TOTAL AREA
 0.1372 Acres
 (5,974.6530 Sq. Ft.)

Janet K. Welby
 RN 2015029293
 O.R. 116, Page 326
 43-00363000

TOTAL AREA
 0.1860 Acres
 (8,103.3337 Sq. Ft.)

TOTAL AREA
 0.0583 Acres
 (4,283.0169 Sq. Ft.)

TOTAL AREA
 0.1086 Acres
 (4,739.5627 Sq. Ft.)

WEST LINE O.L. 31
 EAST LINE O.L. 35

SAWMILL CREEK
 CITY OF HURON CORPORATION LINE
 HURON TOWNSHIP

ALTANSPPS LAND TITLE SURVEY
 SAWMILL CREEK
 HURON TOWNSHIP, ERIE COUNTY, OHIO
 MARINA SURVEY

7
 15

CONTRACTORS
DESIGN ENGINEERING
 CONSULTING ENGINEERS & SURVEYORS
 NORWALK, OHIO

SCALE: 1" = 50'	DATE: JULY, 2019 DR: DMM	CK'D. BY: REV'D BY:	AEW	PROJECT NO. 18-435
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File Name: Z:\CD\Eng\18-435-Sawmill Creek Resort\ALTA\Drone\Info\Master-2189-19 Contour\Aerial - Drone\Package\18-435 ALTA SAWMILL CREEK LLC.dwg

GOLF PARCEL "A"
TOTAL AREA: 96.5186 Acres
Area Within R/W: 0.4429 Acres (19,292.4222 Sq. Ft.)

EMPTY LOT PARCEL
TOTAL AREA: 2.5894 Acres

HOTEL PARCEL
TOTAL AREA: 16.2013 Acres

SHOPS PARCEL
TOTAL AREA: 3.1237 Acres

GOLF PARCEL "B"
TOTAL AREA: 16.2649 Acres
Area Within R/W: 0.3274 Acres (14,261.1053 Sq. Ft.)

DETAIL "C"
SEE SHEET 9

State of Ohio
Department of Natural Resources
D.V. 482, Page 624
39-01006.000

Exhibit B
Parcel V
39-01076.000

Exhibit B
Parcel III
39-00659.000

Exhibit B
Parcel V
39-01076.000

Exhibit B
Parcel I
39-00659.000

Board of County Commissioners of
Erie County, Ohio
O.R. 109, Page 18

Sawmill Creek Condominiums
P.V. 25, Page 2

Treska Corporation
R.N. 201700731
39-00534.000

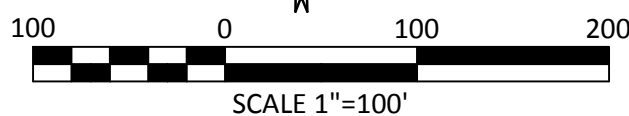
NOTE: REFERENCED EASEMENT
TO TERMINATE AT SAWMILL
CREEK BUT DISTANCE GIVEN
IS SHORT OF CREEK.

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

8
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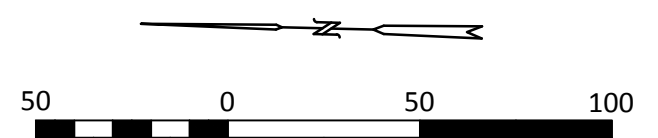
CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

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



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

File Name: Z:\CE\Eng\18-435-Sawmill Creek Resort\ALTA\Drone\Info\Master-2189-19 Contour\Aerial - Drone-Package\18-435-ALTA SAWMILL CREEK LLC.dwg



SCALE 1"=50'
 BEARINGS ARE BASED ON GRID NORTH
 OF THE OHIO STATE PLANE COORDINATE SYSTEM,
 NAD83 (2011) DATUM, GEOID 12A, BY ODOT VRS

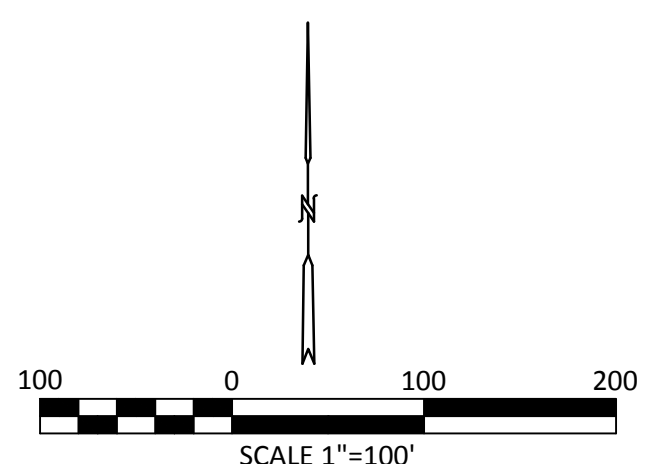


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ALTANSPS LAND TITLE SURVEY SAWMILL CREEK HURON TOWNSHIP, ERIE COUNTY, OHIO MARINA EASEMENTS				<div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> 10 15 </div>
CONTRACTORS DESIGN ENGINEERING CONSULTING ENGINEERS & SURVEYORS NORWALK, OHIO				
SCALE: 1" = 50'	DATE: JULY, 2019	CK'D. BY: AEW	PROJECT NO. 18-435	
	DR. BY: DMM	REV'D BY:		



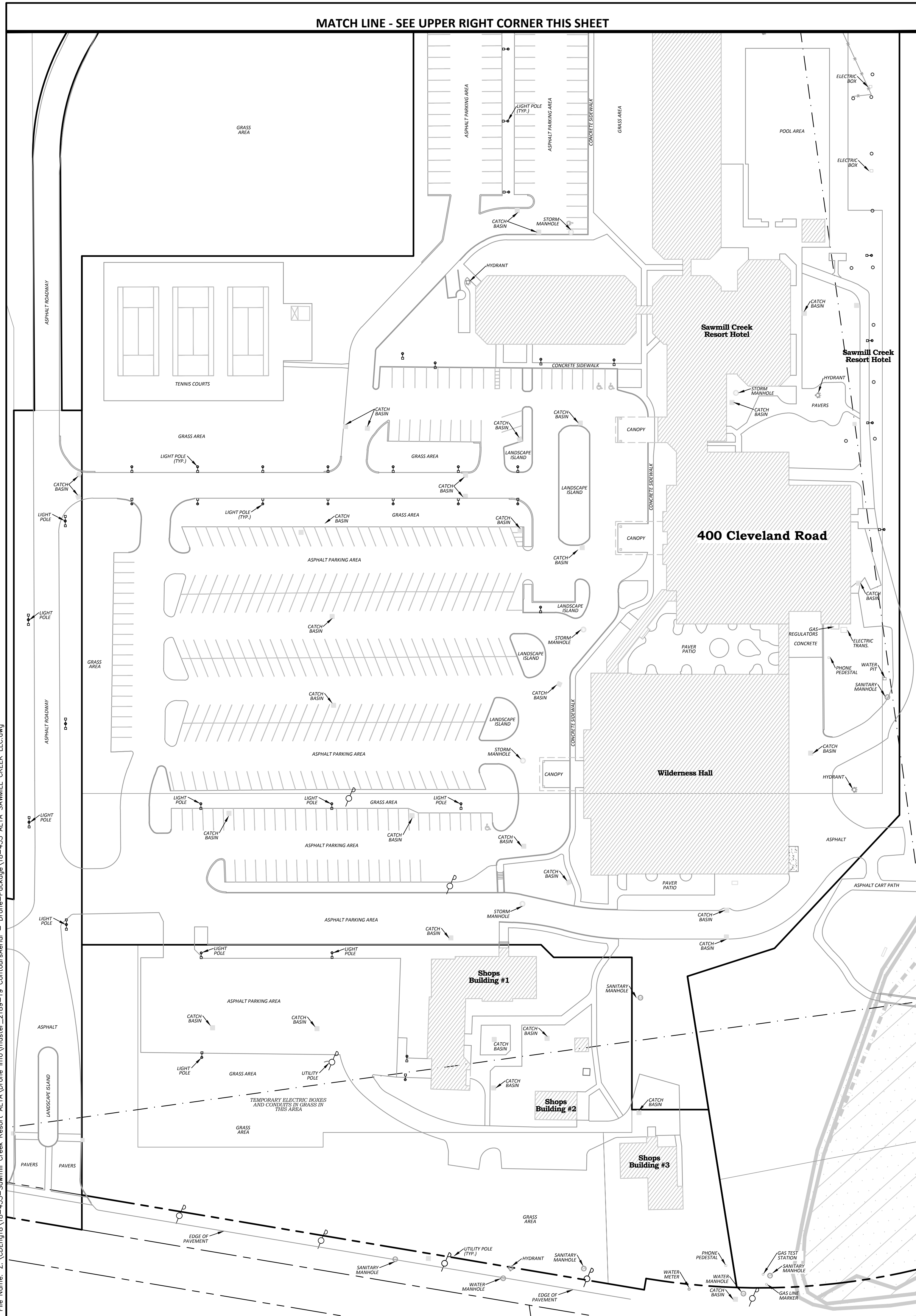
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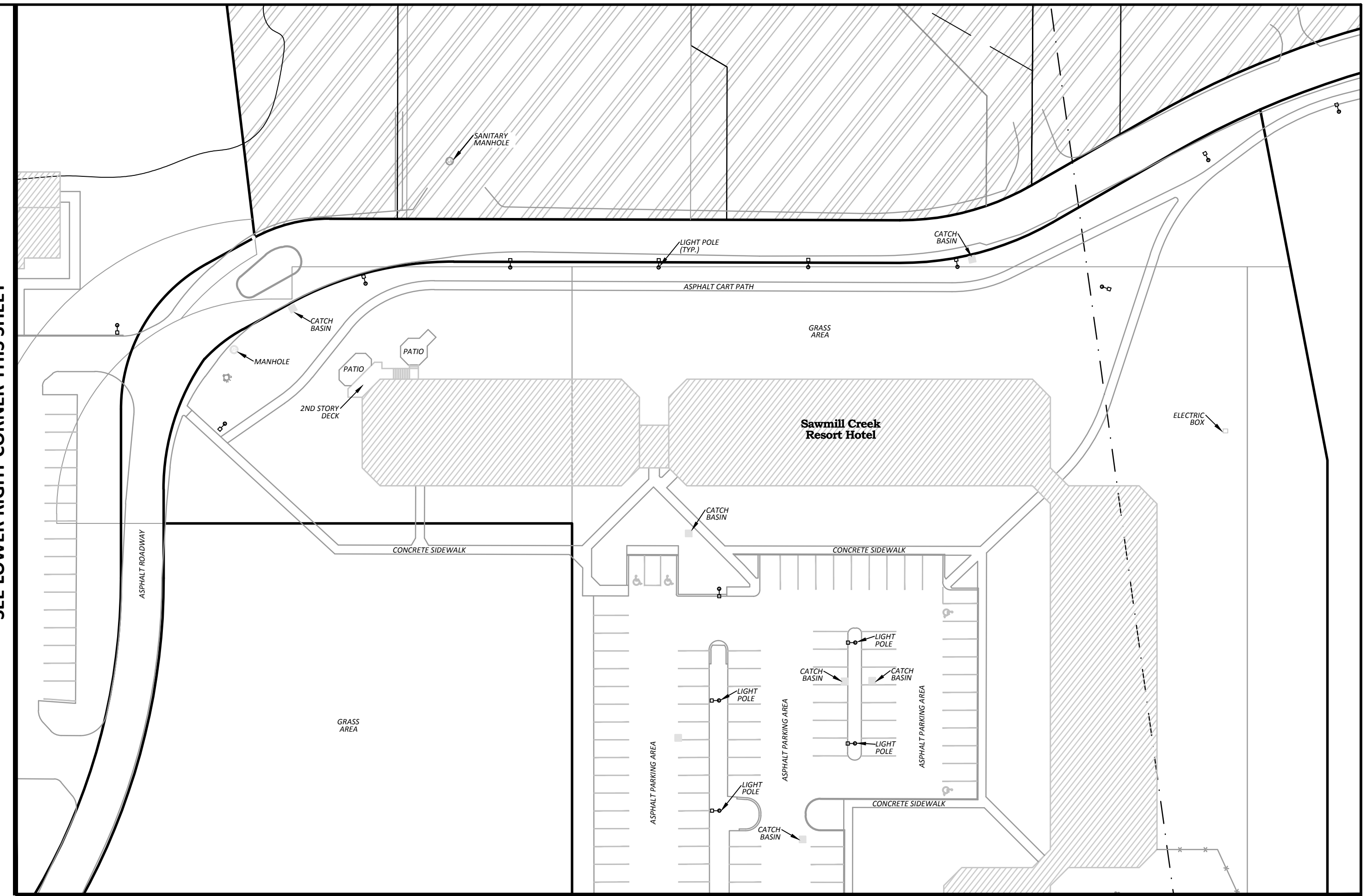
BEARINGS ARE BASED ON GRID NORTH OF THE OHIO STATE PLANE COORDINATE SYSTEM, NAD83 (2011) DATUM, GEOID 12A, BY ODOT VRS

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

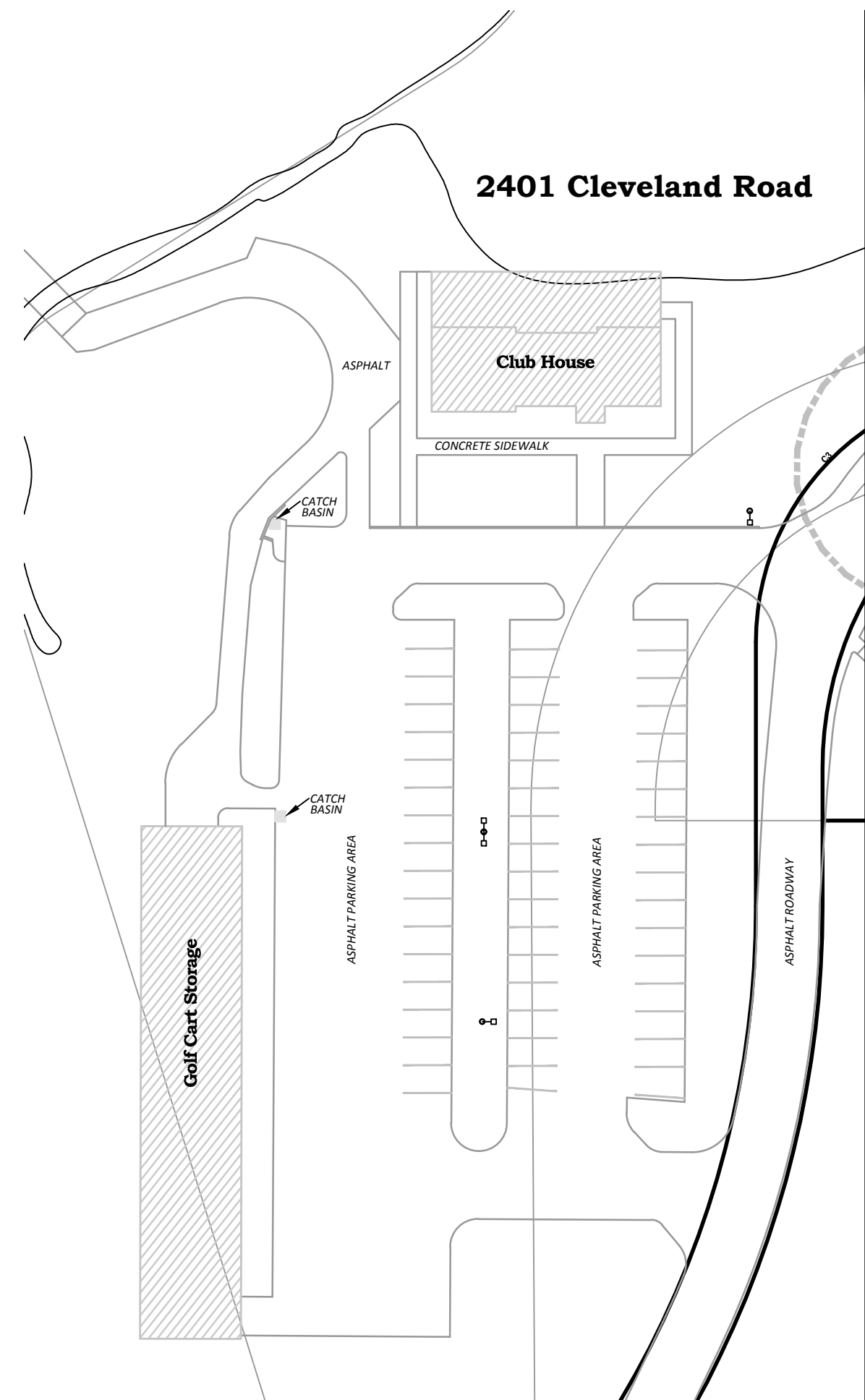
MATCH LINE - SEE UPPER RIGHT CORNER THIS SHEET



SEE LOWER RIGHT CORNER THIS SHEET



MATCH LINE - SEE UPPER LEFT CORNER THIS SHEET



SEE UPPER RIGHT CORNER THIS SHEET

HOTEL PARKING TABLE

Handicap Parking Spaces: 8 Spaces
 Regular Parking Spaces: 463 Spaces
 Total Parking Spaces: 471 Spaces

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

CLUBHOUSE PARKING TABLE

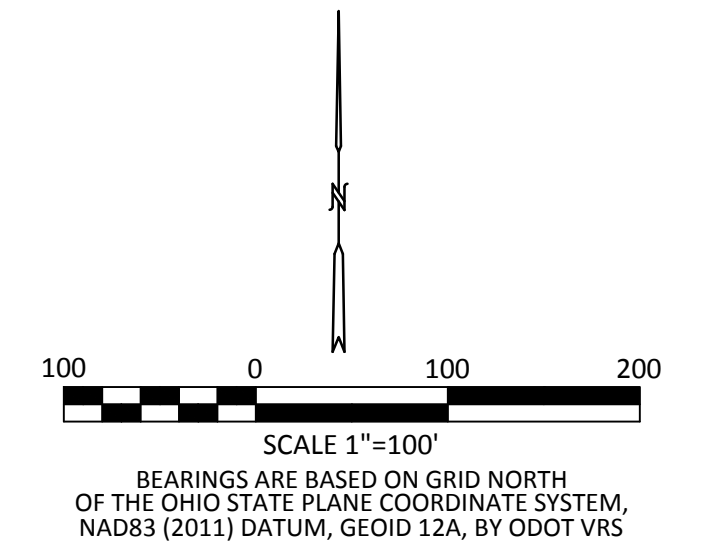
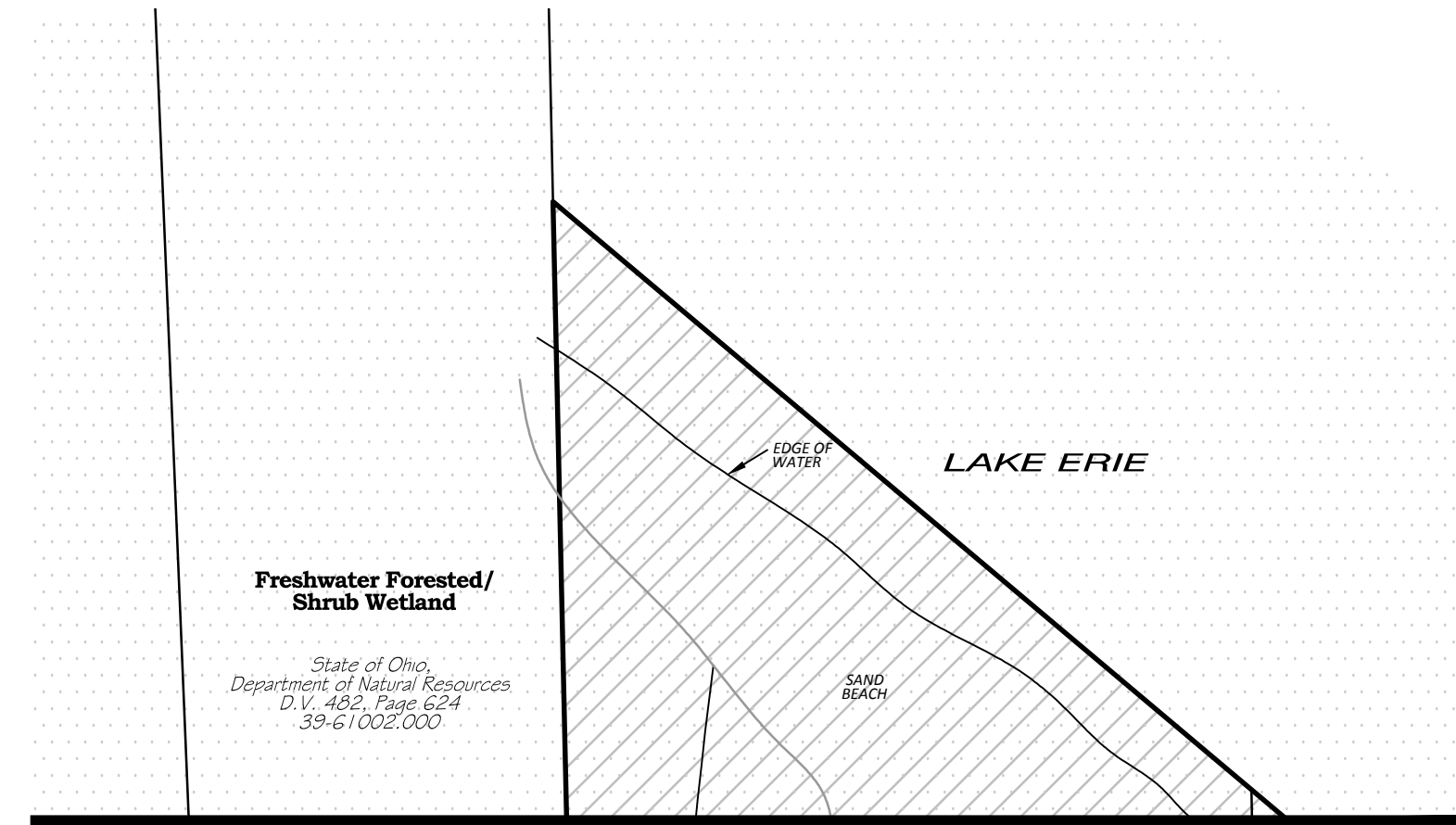
Handicap Parking Spaces: 0 Spaces
 Regular Parking Spaces: 51 Spaces
 Total Parking Spaces: 51 Spaces

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

File Name: Z:\CD\Eng\18-435-Sawmill Creek Resort ALTA\Drone info\master_2189-19 Contour\Aerial - Drone-Package\18-435 ALTA SAWMILL CREEK LLC.dwg

ALTA/NSPS LAND TITLE SURVEY SAWMILL CREEK HURON TOWNSHIP, ERIE COUNTY, OHIO HOTEL ALTA/NSPS LAND SURVEY				12 15	
CONTRACTORS DESIGN ENGINEERING CONSULTING ENGINEERS & SURVEYORS NORWALK, OHIO					
SCALE: 1" = 100'	DATE: JULY, 2019	CK'D. BY: AEW	PROJECT NO. 18-435		
	DR. BY: DMM	REV'D BY:			

MATCH LINE - SEE THIS SHEET



MATCH LINE - SEE THIS SHEET

Freshwater Emergent Wetland

MARSH PARCEL
TOTAL AREA: 27.7385 Acres

Freshwater Forested/
Shrub Wetland

Freshwater Pond

Freshwater Emergent
Wetland

LAKE ERIE

ROADWAY "B"
TOTAL AREA: 1.3332 Acres

GOLF PARCEL "A"
TOTAL AREA: 98.5159 Acres
Area Within RW
0.6266 Acres (27,293,8897 Sq. Ft.)

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

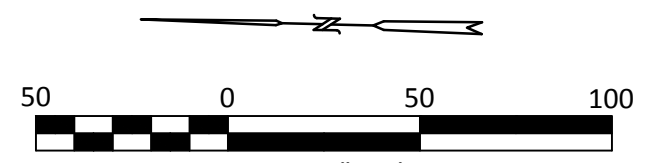
ALTA/NSPS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIE COUNTY, OHIO
NORTH HALF OF SAWMILL CREEK ALTA/NSPS LAND TITLE SURVEY

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15

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

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

MATCH LINE - SEE SHEET



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

MARINA PARKING TABLE

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

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



C/I RYE BEACH ROAD (50' R/W)

LAKE ERIE Lake

MARINA PARCEL
TOTAL AREA: 12.4885 Acres
Freshwater Pond

GOLF PARCEL "B"

BATH HOUSE PARCEL
TOTAL AREA: Acres

GOLF PARCEL "A"

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

14
15

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

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

File Name: Z:\CDE\18-435-Sawmill Creek Resort ALTA Drone info\master_2188-19 Contours\erial - Drone Package\18-435 ALTA SAWMILL CREEK LLC.dwg

Sawmill Creek Development Co.
Limited Partnership
RW 201310200
39-01 (076.00)

Manner Village Condominium
Building No. 6
P.V. 26, Page 54

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

Manner Village Condominium
Building No. 5
P.V. 27, Page 22

Sawmill Creek Development Co.
Limited Partnership
RW 201310200
39-01 (026.00)

Manner Village Condominium
Building No. 1
P.V. 25, Page 35

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

Manner Village Condominium
Building No. 3
P.V. 26, Page 18

Manner Village Condominium
Building No. 9
P.V. 28, Page 5C

Manner Village Condominium
Building No. 7
P.V. 24, Page 6B

Manner Village Condominium
Building No. 2
P.V. 25, Page 4B

**EXPEDITED TYPE 1 PETITION FOR THE ANNEXATION OF CERTAIN
TERRITORY IN HURON TOWNSHIP, ERIE COUNTY, OHIO, TO THE CITY OF
HURON, ERIE COUNTY, OHIO UNDER THE SPECIAL ANNEXATION PROCEDURE
PURSUANT TO SECTIONS 709.021 AND 709.022 OF THE OHIO REVISED CODE**

SUBMISSION DATED July 21, 2022

TO: BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO

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

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

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

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

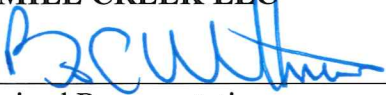
Attached to this Petition as Exhibit 3 is list of all parcels within the Territory proposed for annexation and all tracts, lots, or parcels located adjacent to the Territory or directly across the road from it when the road is adjacent to it, including the name and mailing address of the owner of each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

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

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

Name and Signature

SAWMILL CREEK LLC

By: 
Authorized Representative

Date 7.21.22

EXHIBIT 1

Legal Description and Four Exceptions

(Commencing on following page)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

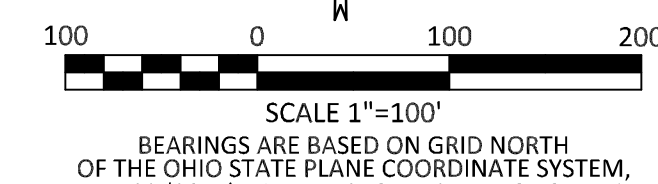
This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in July, 2022 per Adam E. Weaver, Registered Surveyor No. 8456 from an actual survey performed October, 2018 on the premises by Contractors Design Engineering.

EXHIBIT 2

Map of the Territory to be Annexed

(Commencing on following page)

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



SCALE 1"=100'

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

ANNEXATION CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	160.41	639.59	17° 21' 45"	S 75° 55' 15" W	159.99
C2	381.73	699.58	36° 27' 20"	S 69° 03' 03" W	375.32
C3	68.59	138.07	27° 08' 55"	S 85° 18' 43" E	64.78
C4	29.41	212.00	07° 56' 51"	S 49° 42' 41" E	29.38
C5	14.71	488.07	01° 43' 38"	S 00° 11' 40" E	14.71
C6	55.14	312.00	09° 07' 30"	S 01° 04' 24" W	55.06
ANNEXATION CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C7	133.88	523.00	14° 41' 41"	S 74° 18' 11" W	133.51
C8	77.49	145.00	30° 00' 00"	S 81° 55' 20" W	75.51
C9	43.96	88.51	28° 27' 27"	S 82° 41' 42" W	43.51
C10	65.72	38.00	09° 24' 24"	S 49° 46' 46" W	63.39

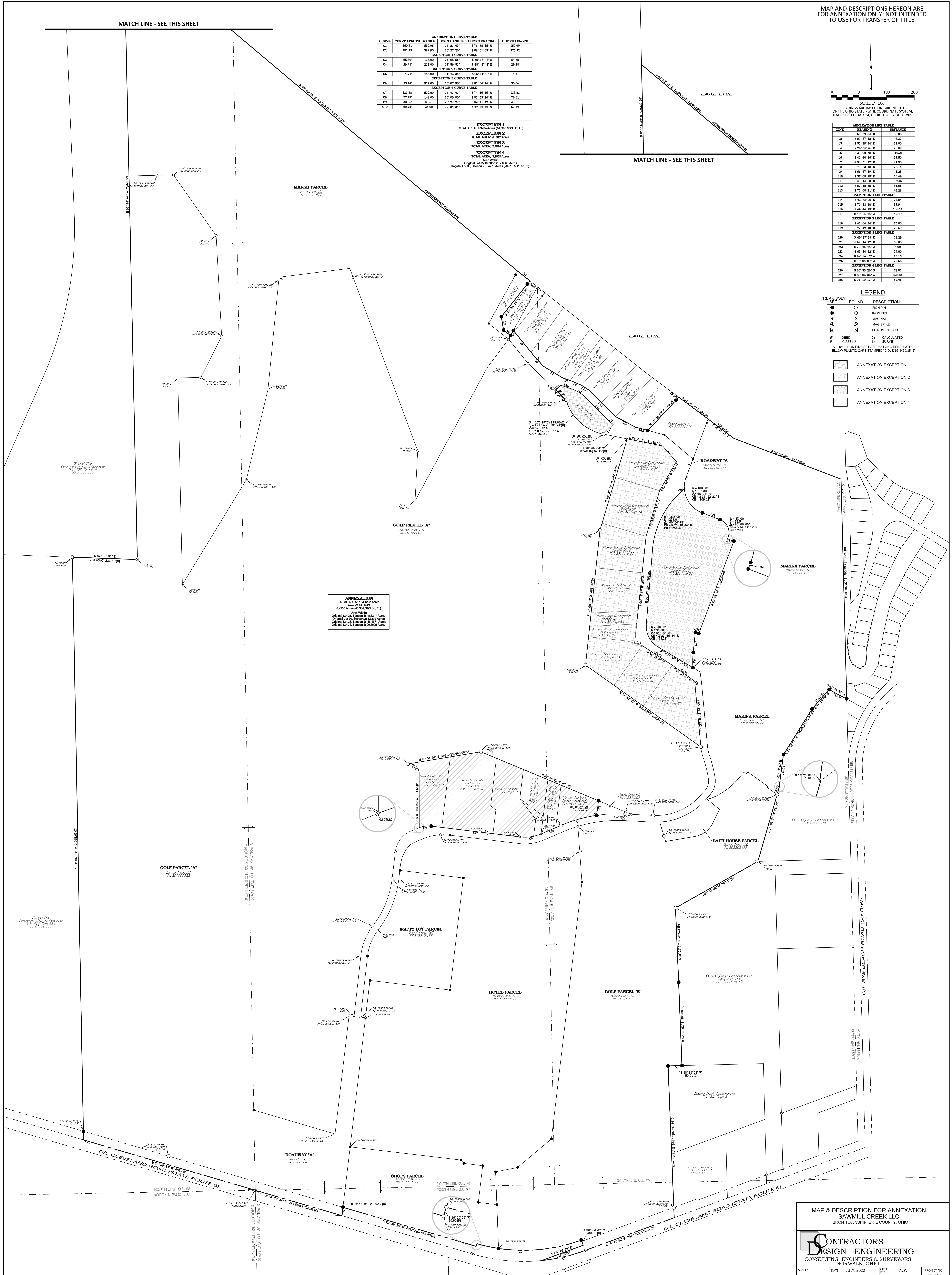
EXCEPTION 1	
TOTAL AREA	0.3284 Acres (0.361821 Sq. Ft.)
EXCEPTION 2	
TOTAL AREA	4.8384 Acres
EXCEPTION 3	
TOTAL AREA	2.7754 Acres
EXCEPTION 4	
TOTAL AREA	1.1039 Acres
Original Lot 25, Section 2, 2.9980 Acres	
Original Lot 26, Section 2, 1.4779 Acres (25.114529 sq. ft.)	

ANNEXATION	
TOTAL AREA	10.1222 Acres
ANNEXED AREA	0.9555 Acres (10,364,902 Sq. Ft.)
AREA HEREIN	Original Lot 25, Section 2, 46,5347 Acres
	Original Lot 26, Section 2, 5,2329 Acres
	Original Lot 28, Section 2, 46,9377 Acres
	Original Lot 29, Section 2, 26,0000 Acres

LINE	BEARING	DISTANCE
L1	S 81° 39' 34" E	56.35
L2	S 69° 27' 12" E	46.37
L3	S 81° 29' 34" E	29.99
L4	S 38° 58' 26" E	20.87
L5	S 39° 02' 30" E	110.31
L6	S 41° 48' 30" E	59.80
L7	S 85° 51' 27" E	11.90
L8	S 71° 58' 10" E	28.18
L9	S 50° 47' 59" E	33.25
L10	S 87° 06' 18" E	30.49
L11	S 49° 14' 53" E	137.07
L12	S 62° 19' 38" E	61.45
L13	S 79° 09' 31" E	65.29
EXCEPTION 1 LINE TABLE		
L14	N 43° 58' 26" E	24.84
L15	S 71° 58' 10" E	27.94
L16	S 44° 44' 15" E	196.11
L17	S 45° 18' 47" W	79.49
EXCEPTION 2 LINE TABLE		
L18	S 41° 04' 34" E	78.00
L19	S 72° 42' 13" E	28.69
EXCEPTION 3 LINE TABLE		
L20	N 45° 37' 58" E	28.29
L21	S 60° 14' 12" E	68.00
L22	S 20° 48' 48" W	8.00
L23	S 69° 14' 12" E	24.00
L24	N 69° 14' 12" W	13.15
L25	S 00° 00' 00" W	72.65
EXCEPTION 4 LINE TABLE		
L26	S 68° 58' 26" E	76.03
L27	N 83° 04' 34" W	330.84
L28	S 67° 10' 12" W	52.95

LEGEND

- PREVIOUSLY SET FOUND DESCRIPTION
- IRON PIN
 - IRON PIPE
 - MAG NAIL
 - MAG SPIKE
 - MONUMENT BOX
 - SEED
 - PLATTED
 - CALCULATED SURVEY
- ALL 1/2" IRON PINS SET ARE 37" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED "C.E. INC. 48488817"
- ANNEXATION EXCEPTION 1
 - ANNEXATION EXCEPTION 2
 - ANNEXATION EXCEPTION 3
 - ANNEXATION EXCEPTION 4



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

CONTRACTORS DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE: 1" = 100' DATE: JULY, 2022 DCD: AEW PROJECT NO: 18-435
DR: BLS REVD: 07

EXHIBIT 3

LIST OF PARCELS WITHIN THE TERRITORY PROPOSED FOR ANNEXATION

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

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

LIST OF ADJACENT TRACTS

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

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

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

39-01076.016
LANGE TODD
19 LINCOLN AVE
CROMPOND NY 10517

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

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

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

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

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

39-00060.000
BENNETT DANIEL F & KRISTINE M
2408 CLEVELAND ROAD W
HURON OH 44839

39-00052.000
HILL GREGORY L & THOMAS G BLEILE
609 MARINER VILLAGE
HURON OH 44839

39-60930.000
ERIE COUNTY BOARD OF COUNTY COMMISSIONERS
247 COLUMBUS AVE.
RM. 210
SANDUSKY, OH 44870-2635

39-01002.000
SAWMILL HURON LLC
911 TAYLOR AVE
HURON OH 44839

Parcel No. 39-00534.000
TRESHA CORPORATION
2314 TROY RD
DELAWARE OH 43015

39-01091.000
LJJ OHIO LLC
132 SHEPPARD AVE
NY ONTARIO M2N 1M5

39-01089.000
EISENBERG BURT E TRUSTEE
7935 AIRPORT RD
NAPLES FL 34109

39-01076.031
DORRANCE JOHN W JR & MARTHA J TRUSTEES
9965 CALLAWOODS DR
CANFIELD OH 44406

39-01076.014
INGLEY DAVID & LINDA
269 SOUTHARD ST
KEY WEST FL 33040

39-01076.019
PUHALA PHILIP & BARBARA
708 MARINERS VILLAGE
HURON OH 44839

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

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

39-01076.007
RUSSIN JEAN L TRUSTEE
704 MARINER VILLAGE DR
HURON OH 44839-1034

39-01076.013
OZZIAC ENTERPRISES INC
380 E PARK
NORWALK OH 44857

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

39-01076.002
HILL GREGORY L
626 MARINER VILLAGE
HURON OH 44839

39-01026.010
BROWN NANCY L TRUSTEES
529 MARINER VILLAGE
HURON OH 44839

39-01026.016
RUBICK WILLIAM D TRUSTEE
525 MARINER VILLAGE
HURON OH 44839

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

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

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

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

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

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

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

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

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

39-00054.000
POKORNY DONALD & ANN
711 MARINER VILLAGE
HURON OH 44839

39-00053.001
HURON ECONO LODGE LP 3/4 & RAF DEVELOPMENT CO INC 1/4
C/O DENNIS MICHELSON
6322 146TH ST S.W.
EDMONDS WA 98026

39-00052.000
HILL GREGORY L & THOMAS G BLEILE
609 MARINER VILLAGE
HURON OH 44839

39-00060.000
BENNETT DANIEL F & KRISTINE M
2408 CLEVELAND ROAD W
HURON OH 44839

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

43-00131.000
DOUBLER DAVID & TRACY
2420 HOLLYLANE DR
BROADVIEW HEIGHTS OH 44147

EXHIBIT 4

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

(Commencing on following page)

CERTIFICATION

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

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



Terri S. Welkener
Clerk of Council



RESOLUTION NO. 42-2021

Introduced by Monty Tapp

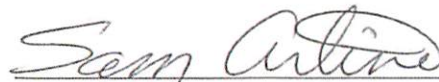
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000,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

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

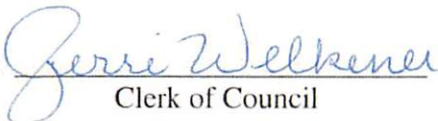
SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to enter into an agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000,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

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

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



Sam Artino, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 13 JUL 2021

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

**Dated as of
August 31, 2021**

ANNEXATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1

ANNEXATION OF ANNEXATION PARCELS AND LIMITATIONS

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

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

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

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

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

ARTICLE 2

GOVERNMENT SERVICES AND TAXES

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

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

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

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

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

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

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

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

d. The City and Township agree that for the term of this Agreement, and for any renewal thereof, the Township shall receive from the City, in the form of a semiannual service payment ("Service Payment"), the equivalent of the amount of any real property tax revenue shortfall to the Township generated as a result of the City's annexation of the Annexation Parcel and application of Section 2.3 of the Agreement. Unless the Service Payment is paid directly to the Township through the Erie County Auditor, the City shall tender the Service Payment directly to the Township and such payment shall be made within fifteen (15) days after the Erie County Auditor settles real property taxes with the City. The Parties agree that the Erie County Auditor's calculation of the Township's shortfall in the Township's real property tax revenue, by applying the following allocation of inside (unvoted) and outside (voted) property tax revenue, shall be deemed by the Parties to be the amount of the Service Payment owed to the Township:

- i. Base value: Township receives full tax amount on Township's unvoted and voted levies imposed on territory post-annexation.
- ii. Triennial and sexennial increases to base: Township receives full amount on Township's unvoted and voted levies imposed on territory post-annexation.
- iii. In application of subsections (i) and (ii) immediately above, Township receives, in the form of the semi-annual Service Payment, full amount from the City, relating to base and sexennial increases, that will not be received by the Township, for Township's unvoted and voted levies because of the annexation (cemetery, library, road and bridge, and fire & EMS).

e. For the avoidance of doubt, the Parties acknowledge and agree that the annexation contemplated hereunder shall not result in the removal of any existing or future Township levies with respect to the Annexation Parcels.

f. Any real property tax payments received after the expiration of the TIF and during the term of this Agreement shall be allocated in accordance with subsections 2.3(C)(i)(ii) hereof.

D. Effect of Tax Abatement on Township: Except with respect to the TIF, if, during the term of this Agreement, the City with respect to any property comprising any portion of the Annexation Parcels grants any exemption, deferral, or abatement of any residential, commercial or industrial, real, personal or public utility real and personal property taxes pursuant to Sections 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.62 or 5709.88 of the Revised Code (or any future or similar statute(s) of like tenor or effect) with respect to any such property, then, beginning on January 1 thereafter, the City shall pay the Township a sum equal to the difference between (1) the tax revenue received by the Township during the previous calendar year with respect to the property on which such exemption, deferral or abatement was granted, and (ii) the tax revenue that the Township would have received during such

previous year with respect to such property had such exemption, deferral or abatement not been granted by the City.

- E. The Parties agree that, during the Term of this Agreement, new taxes may be authorized by the Ohio General Assembly and some current taxes may be reduced or eliminated by the Ohio General Assembly. The Parties therefore agree to meet and discuss if any new tax(es) involving the land described in Section 1.1 arise(s) during the Term of this Agreement, or if local government or current tax forms change. The Parties also agree to negotiate in good faith to rework the financial terms of this Agreement, if necessary, to equitably divide the new or modified tax revenue in a manner consistent with the original terms of this Agreement.

Nothing in this Agreement shall be construed to require non-uniform taxation within the City or the Township, in violation of Article XII, Section 2 of the Ohio Constitution.

ARTICLE 3

TERM OF AGREEMENT

Section 3.1. Term and Renewal.

The initial term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date (the "Initial Term"). Unless one or both legislative authority(ies) of a/the Party(ies) affirmatively act(s) to terminate this Agreement within six (6) months prior to the expiration of the Initial Term or any subsequent ten (10)-year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of ten (10) years, and this Agreement shall continue to be automatically renewed thereafter for similar ten (10)-year periods at the end of each renewal period with no limit upon the number of such renewals. The "Term" of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

Notwithstanding the foregoing, the Parties agree to meet and confer at any time within the Initial Term and/or any subsequent ten (10)-year Term if one of the Parties reasonably determines that there has been a significant change in circumstances such that the Parties should consider amending the terms of this Agreement.

ARTICLE 4

GENERAL PROVISIONS

Section 4.1. Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

During the Term(s) of this Agreement, if any proceedings or other effort is initiated or made that seeks to initiate change to the Township boundaries in order to exclude all or any portion of the Annexation Parcels from the Township, the City and the Township shall exercise their best efforts in resisting such proposed change, including, without limitation, denying any petition seeking such change; refraining from supporting such change; vigorously resisting, in both administrative and judicial forums, and with the assistance of the City's and the Township's respective legal counsel, any effort or action seeking such change; and otherwise undertaking such actions as may be reasonably required by either Party which will be detrimental to the success of any effort seeking such change.

Section 4.2. Signing Other Documents. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

Section 4.3. Mediation. In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any Party filing a lawsuit. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

Section 4.4. Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both; or the non-defaulting party may pursue such other remedies as may be available.

Section 4.5. Character of Payments. Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy or any other revenue by and between any Parties except as

is explicitly set forth in Section 2.3. Any language within this Agreement which employs an amount of any tax to be collected as part of a calculation for determining a sum to be paid by one Party to the other Party is intended, and therefore to be interpreted, as a reasonable, practical and convenient mechanism which the Parties have agreed to use to compute, in a less controversial manner, the payments to be made by one Party to another for services and other items of value to be received by the paying Party. No payments to be made under this Agreement are intended to be a sharing of proceeds of any tax levy proscribed by Section 709.192(D) of the Ohio Revised Code.

Section 4.6. Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of each of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

Section 4.7. Immunities Preserved. By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

Section 4.8. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 4.9. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Constitution or of the Ohio Revised Code.

Section 4.10. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 4.11. Agreement. The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 4.12. Liberal Construction. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into annexation agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the

desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

Section 4.13. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

(a) The Township at: Huron Township Board of Trustees, 1820 Bogart Road, Huron, Ohio 44839 Attention: Fiscal Officer, with a copy simultaneously sent or delivered to: The Erie County Prosecutor's Office.

(b) The City at: City of Huron, 417 Main Street, Huron, Ohio 44839 Attention: City Manager, with a copy simultaneously sent or delivered to: Rob McCarthy, Bricker & Eckler LLP, 100 S. Third Street, Columbus, Ohio 43215.

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

Section 4.14. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.


Section 4.15. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 4.16. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

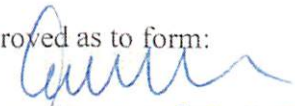
Section 4.17. Effective Date. This Agreement is effective upon each Party's formal acceptance thereof by its respective legislative authority, and the Effective Date is the date on which the last Party's authorized representative/officer signs the Agreement.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on the respective date(s) written below.

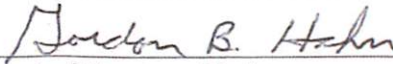
THE CITY OF HURON, ERIE COUNTY, OHIO

By: 
Its: Matthew Lasko, City Manager
Date: 8/25/21

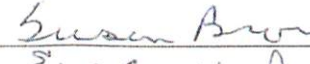
Approved as to form:

By: 
Todd A. Schrader, Law Director

HURON TOWNSHIP, ERIE COUNTY, OHIO

By: 
Its: Board of Trustees Chairman
Date: 8-9-2021

Approved as to form:


By: , Assistant Prosecutor
Erie County Prosecutor's Office

ATTACHMENTS: Attachment A – Annexation Parcel Numbers/County Tax ID Numbers

PROPERTY OWNER'S CONSENT AND AGREEMENT

The Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to effect the annexation contemplated herein. The Property Owner agrees to reimburse the Township for any costs incurred by the Township in connection with the annexation and the Development Agreement contemplated herein.

SAWMILL CREEK LLC

By: 
Authorized Representative
Date: 8-31-2021

ATTACHMENT A

The Annexation Parcel consists of the following parcels as numbered and in the records of the County Auditor of Erie County, Ohio, and as further depicted and shown on the Annexation Parcel Map attached as Attachment B:

Parcel Numbers:

39-01076.029

39-01076.004

39-01076.000

39-01076.005

39-00553.000

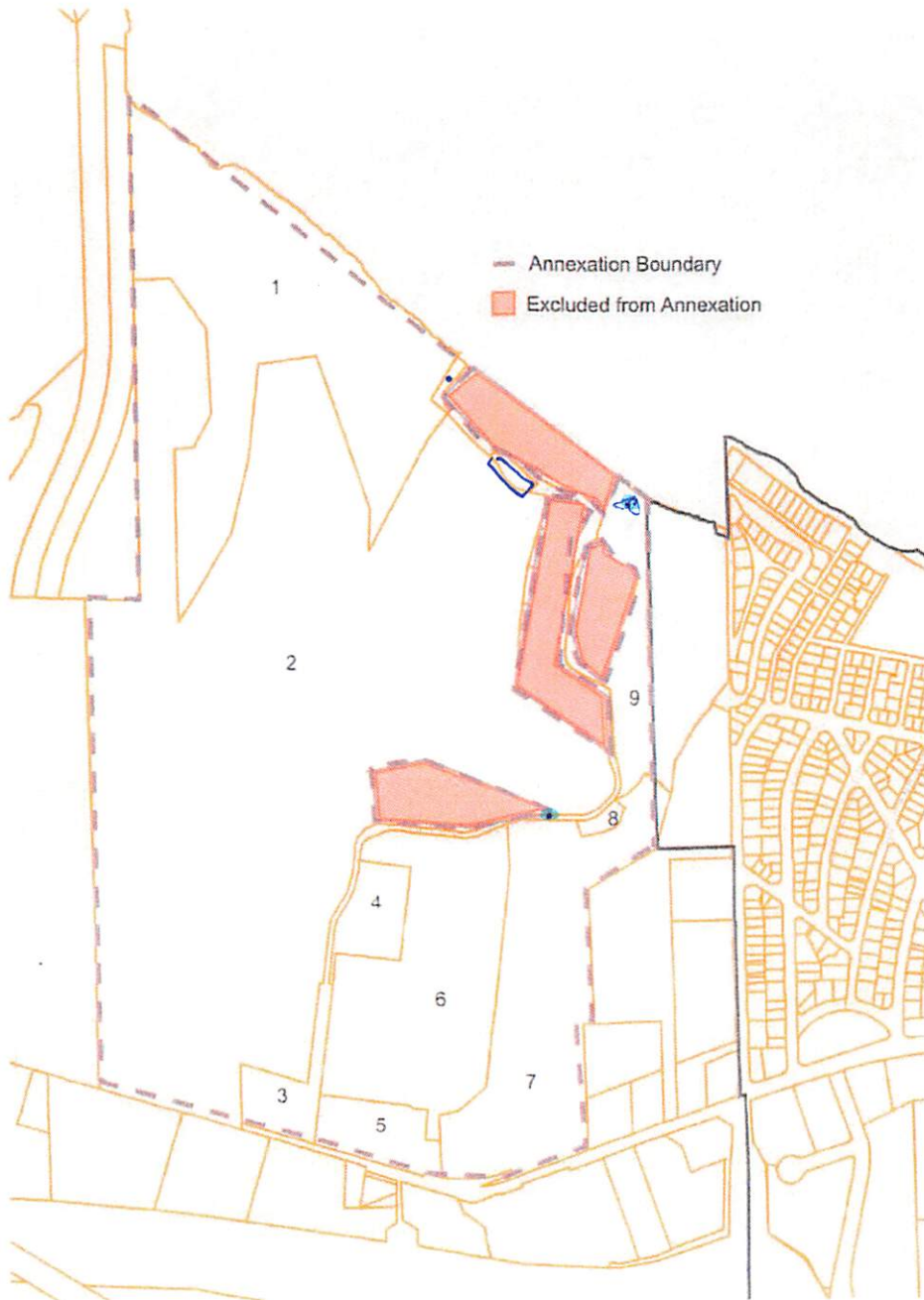
39-00827.000

39-00859.000

39-00864.000

39-00864.001

ATTACHMENT B



RESOLUTION NO 2021-13

RESOLUTION OF THE HURON TOWNSHIP TRUSTEES, ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH THE CITY OF HURON, ERIE COUNTY, OHIO, RELATED TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO, PERMANENT PARCEL NUMBERS 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001

The Board of Trustees of Huron Township, Erie County, Ohio, met this 9th day of August, 2021, at the Township Office Building, 1820 Bogart Road, Huron, Ohio, in special session with the following members present:

Mr. Hahn
Mr. Enderle
Ms. Schlessman

Mr./Ms. SCHLESSMAN introduced the following resolution and urged its adoption.

WHEREAS, the Huron Township, Erie County, Ohio ("Township") and the City of Huron in Erie County, Ohio ("City") are political subdivisions located adjacent and contiguous to each other within Erie County, Ohio; and

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

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

WHEREAS, a certain landowner, Sawmill Creek LLC ("Property Owner"), has expressed a desire to pursue annexation of certain parcels that are located within and around the Sawmill Creek Golf Club, Resort, and Conference Center area, which parcels are described as PARCELS #39-01076.029, #39-01076.004, #39-01076.000, #39-01076.005, #39-00553.000, #39-00827.000, #39-00859.000, #39-00864.000, & #39-00864.001 ("Annexation Parcels"), in connection with a planned redevelopment of the Annexation Parcels; and

WHEREAS, the Annexation Parcels in Huron Township, Erie County, Ohio, are contiguous to the City of Huron and solely owned by Sawmill Creek LLC.; and

WHEREAS, the Board of Trustees of Huron Township have been notified that pursuant to Ohio Revised Code Section 709.021 & 709.022, the Property Owner will be filing with the Board of County Commissioners of Erie County, Ohio ("County Commissioners") a Petition for Annexation of the contiguously situated Annexation Property to the City of Huron; and

WHEREAS, the Board of Trustees of Huron Township have been notified that the Petition will be filed with the Erie County Commissioners in accordance with the provisions of the Expedited Type 1 procedures set forth in Ohio Revised Code Sections 709.021 and 709.022, and other applicable laws of the State of Ohio, and is being requested by unanimous agreement of all the owners of the affected parcels and that no hearing is required under Ohio Revised Code Section 709.22 (A); and

WHEREAS, by authority of ORC § 709.192, the Board of Trustees of Huron Township desires to enter into an annexation agreement with the City under terms substantially consistent with the attached Annexation Agreement (Exhibit A) to outline the procedures under which the annexation of the Annexation Property to the City would occur, if annexation is successful, and to set forth the obligations and entitlements of the parties to the Annexation Agreement; and

WHEREAS, under the terms of the proposed Annexation Agreement, after the annexation, if successful, the Annexation Parcels will remain in the Township and remain subject to Township property taxes; and

WHEREAS, the Board of Trustees of Huron Township deems it to be in the best interest of the Township and its residents to enter into an annexation agreement substantially in the form of the attached Annexation Agreement with The City of Huron, related to the City of Huron's annexation of the Annexation Parcels.

NOW, THEREFORE, BE IT RESOLVED BY THE HURON TOWNSHIP TRUSTEES, HURON TOWNSHIP, ERIE COUNTY, OHIO:

SECTION 1. The Huron Township Board of Trustees hereby authorizes and directs Chairman Gordon Hahn to enter into an annexation agreement with The City of Huron, in representative capacity on behalf of the Huron Township Board of Trustees, related to the City of Huron's annexation of Erie County, Ohio, permanent Parcel Numbers 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001 (Annexation Parcels), which agreement shall be substantially in the form of the Annexation Agreement attached and marked EXHIBIT A.

SECTION 2. The Huron Township Board of Trustees consents to the annexation of the aforementioned Annexation Parcels in Huron Township, Erie County, Ohio, to the City of Huron under such terms as are substantially consistent with the terms of the attached Annexation Agreement;

SECTION 3. The Huron Township Board of Trustees finds and determines that all formal actions relative to the adoption of this resolution were taken in open meetings of the Board as required by law; that notice of each meeting was duly published; that all deliberations of this Board that resulted in formal action were taken in meetings open to the public in compliance with Ohio Revised Code Section 121.22.

Mr./Ms. Enderle seconded the motion, and the roll call being called upon its adoption, resulted as follows:

	YES	NO
Mr. Hahn	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ms. Schlessman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Enderle	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Adopted: August 9, 2021

CERTIFICATE

I, Matthew Dewey, Fiscal Officer of the Huron Township Board of Trustees, Erie County, Ohio, hereby do certify that the above is a true and correct copy of a resolution adopted by said Board under said date as same appears in the Huron Township Record of Proceedings under Minutes of Meeting held on August 9, 2021



Matthew Dewey, Fiscal Officer
Huron Township

EXHIBIT 5

First Amendment to Annexation Agreement
by and Between Huron Township, Erie County, Ohio and the City of Huron, Erie County, Ohio

(Commencing on following page)

CERTIFICATION

I, Terri S. Welkener, Clerk of the Council of the City of Huron, Ohio, do hereby certify that the attached is a true and correct copy of Resolution No. 65-2022 adopted at a regular meeting of the Council of the City of Huron, Erie County, Ohio which was held on July 12, 2022.

Given under my hand and seal this 13th day of July, 2022.



Terri S. Welkener
Clerk of Council



RESOLUTION NO. 65-2022

Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, 39-01076.001, 39-01076.017 and 39-01076.003.

WHEREAS, the City of Huron and Huron Township previously entered into a Annexation Agreement for Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000 and 39-00864.001, which agreement was executed on August 25, 2021 following adoption of Resolution No. 42-2021 by Huron City Council on July 13, 2021 (the "Annexation Agreement", a copy of which is attached hereto as Exhibit "A"); and

WHEREAS, following execution of the Annexation Agreement, Sawmill Creek LLC obtained ownership of three additional parcels, namely Erie County, Ohio Permanent Parcel Number 39-010076.001, 39-01076.017 and 39-01076.003 (collectively, the "Additional Parcels"; and

WHEREAS, Sawmill Creek LLC has requested that the Additional Parcels be included in the property annexed to the City of Huron; and

WHEREAS, the Additional Parcels total less than one acre in area, are landlocked and unbuildable, and the Huron Township Trustees have adopted a resolution approving the First Amendment to the Annexation Agreement to add the Additional Parcels to the property annexed by the City of Huron. A copy of the First Amendment to Annexation Agreement is attached hereto as Exhibit "B"; and

WHEREAS, the Huron City Council wishes to include the Additional Parcels in the property annexed, as set forth the First Amendment to Annexation Agreement.


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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to enter into a First Amendment to Annexation Agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, 39-01076.001, 39-01076.017 and 39-01076.003 which agreement shall be substantially in the form of the First Amendment to Annexation Agreement attached hereto as Exhibit "B" and made a part hereof by reference.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that

all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

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



Monty Tapp, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 12 JUL 2022



RESOLUTION NO. 42-2021

Introduced by Monty Tapp

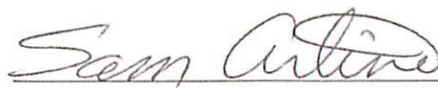
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000,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

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

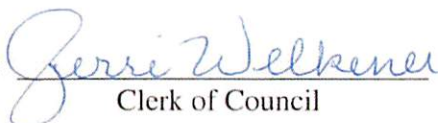
SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to enter into an agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000,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

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

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



Sam Artino, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 13 JUL 2021

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

**Dated as of
August 31, 2021**

ANNEXATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1

ANNEXATION OF ANNEXATION PARCELS AND LIMITATIONS

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

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

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

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

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

ARTICLE 2

GOVERNMENT SERVICES AND TAXES

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

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

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

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

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

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

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

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

- d. The City and Township agree that for the term of this Agreement, and for any renewal thereof, the Township shall receive from the City, in the form of a semiannual service payment (“Service Payment”), the equivalent of the amount of any real property tax revenue shortfall to the Township generated as a result of the City’s annexation of the Annexation Parcel and application of Section 2.3 of the Agreement. Unless the Service Payment is paid directly to the Township through the Erie County Auditor, the City shall tender the Service Payment directly to the Township and such payment shall be made within fifteen (15) days after the Erie County Auditor settles real property taxes with the City. The Parties agree that the Erie County Auditor’s calculation of the Township’s shortfall in the Township’s real property tax revenue, by applying the following allocation of inside (unvoted) and outside (voted) property tax revenue, shall be deemed by the Parties to be the amount of the Service Payment owed to the Township:
 - i. Base value: Township receives full tax amount on Township’s unvoted and voted levies imposed on territory post-annexation.
 - ii. Triennial and sexennial increases to base: Township receives full amount on Township’s unvoted and voted levies imposed on territory post-annexation.
 - iii. In application of subsections (i) and (ii) immediately above, Township receives, in the form of the semi-annual Service Payment, full amount from the City, relating to base and sexennial increases, that will not be received by the Township, for Township’s unvoted and voted levies because of the annexation (cemetery, library, road and bridge, and fire & EMS).
- e. For the avoidance of doubt, the Parties acknowledge and agree that the annexation contemplated hereunder shall not result in the removal of any existing or future Township levies with respect to the Annexation Parcels.
- f. Any real property tax payments received after the expiration of the TIF and during the term of this Agreement shall be allocated in accordance with subsections 2.3(C)(i)(ii) hereof.

D. Effect of Tax Abatement on Township: Except with respect to the TIF, if, during the term of this Agreement, the City with respect to any property comprising any portion of the Annexation Parcels grants any exemption, deferral, or abatement of any residential, commercial or industrial, real, personal or public utility real and personal property taxes pursuant to Sections 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.62 or 5709.88 of the Revised Code (or any future or similar statute(s) of like tenor or effect) with respect to any such property, then, beginning on January 1 thereafter, the City shall pay the Township a sum equal to the difference between (1) the tax revenue received by the Township during the previous calendar year with respect to the property on which such exemption, deferral or abatement was granted, and (ii) the tax revenue that the Township would have received during such

previous year with respect to such property had such exemption, deferral or abatement not been granted by the City.

- E. The Parties agree that, during the Term of this Agreement, new taxes may be authorized by the Ohio General Assembly and some current taxes may be reduced or eliminated by the Ohio General Assembly. The Parties therefore agree to meet and discuss if any new tax(es) involving the land described in Section 1.1 arise(s) during the Term of this Agreement, or if local government or current tax forms change. The Parties also agree to negotiate in good faith to rework the financial terms of this Agreement, if necessary, to equitably divide the new or modified tax revenue in a manner consistent with the original terms of this Agreement.

Nothing in this Agreement shall be construed to require non-uniform taxation within the City or the Township, in violation of Article XII, Section 2 of the Ohio Constitution.

ARTICLE 3

TERM OF AGREEMENT

Section 3.1. Term and Renewal.

The initial term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date (the "Initial Term"). Unless one or both legislative authority(ies) of a/the Party(ies) affirmatively act(s) to terminate this Agreement within six (6) months prior to the expiration of the Initial Term or any subsequent ten (10)-year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of ten (10) years, and this Agreement shall continue to be automatically renewed thereafter for similar ten (10)-year periods at the end of each renewal period with no limit upon the number of such renewals. The "Term" of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

Notwithstanding the foregoing, the Parties agree to meet and confer at any time within the Initial Term and/or any subsequent ten (10)-year Term if one of the Parties reasonably determines that there has been a significant change in circumstances such that the Parties should consider amending the terms of this Agreement.

ARTICLE 4

GENERAL PROVISIONS

Section 4.1. Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

During the Term(s) of this Agreement, if any proceedings or other effort is initiated or made that seeks to initiate change to the Township boundaries in order to exclude all or any portion of the Annexation Parcels from the Township, the City and the Township shall exercise their best efforts in resisting such proposed change, including, without limitation, denying any petition seeking such change; refraining from supporting such change; vigorously resisting, in both administrative and judicial forums, and with the assistance of the City's and the Township's respective legal counsel, any effort or action seeking such change; and otherwise undertaking such actions as may be reasonably required by either Party which will be detrimental to the success of any effort seeking such change.

Section 4.2. Signing Other Documents. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

Section 4.3. Mediation. In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any Party filing a lawsuit. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

Section 4.4. Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both; or the non-defaulting party may pursue such other remedies as may be available.

Section 4.5. Character of Payments. Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy or any other revenue by and between any Parties except as

is explicitly set forth in Section 2.3. Any language within this Agreement which employs an amount of any tax to be collected as part of a calculation for determining a sum to be paid by one Party to the other Party is intended, and therefore to be interpreted, as a reasonable, practical and convenient mechanism which the Parties have agreed to use to compute, in a less controversial manner, the payments to be made by one Party to another for services and other items of value to be received by the paying Party. No payments to be made under this Agreement are intended to be a sharing of proceeds of any tax levy proscribed by Section 709.192(D) of the Ohio Revised Code.

Section 4.6. Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of each of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

Section 4.7. Immunities Preserved. By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

Section 4.8. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 4.9. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Constitution or of the Ohio Revised Code.

Section 4.10. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 4.11. Agreement. The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 4.12. Liberal Construction. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into annexation agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the

desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

Section 4.13. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

(a) The Township at: Huron Township Board of Trustees, 1820 Bogart Road, Huron, Ohio 44839 Attention: Fiscal Officer, with a copy simultaneously sent or delivered to: The Erie County Prosecutor's Office.

(b) The City at: City of Huron, 417 Main Street, Huron, Ohio 44839 Attention: City Manager, with a copy simultaneously sent or delivered to: Rob McCarthy, Bricker & Eckler LLP, 100 S. Third Street, Columbus, Ohio 43215.

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

Section 4.14. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.


Section 4.15. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 4.16. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

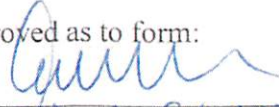
Section 4.17. Effective Date. This Agreement is effective upon each Party's formal acceptance thereof by its respective legislative authority, and the Effective Date is the date on which the last Party's authorized representative/officer signs the Agreement.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on the respective date(s) written below.

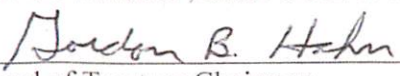
THE CITY OF HURON, ERIE COUNTY, OHIO

By: 
Its: Matthew Lasko, City Manager
Date: 8/25/21


Approved as to form:

By: 
Josh A. Schratka, Law Director

HURON TOWNSHIP, ERIE COUNTY, OHIO

By: 
Its: Board of Trustees Chairman
Date: 8-9-2021

Approved as to form:


By: , Assistant Prosecutor
Erie County Prosecutor's Office

ATTACHMENTS: Attachment A – Annexation Parcel Numbers/County Tax ID Numbers

PROPERTY OWNER'S CONSENT AND AGREEMENT

The Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to effect the annexation contemplated herein. The Property Owner agrees to reimburse the Township for any costs incurred by the Township in connection with the annexation and the Development Agreement contemplated herein.

SAWMILL CREEK LLC

By: 
Authorized Representative
Date: 8-31-2021

ATTACHMENT A

The Annexation Parcel consists of the following parcels as numbered and in the records of the County Auditor of Erie County, Ohio, and as further depicted and shown on the Annexation Parcel Map attached as Attachment B:

Parcel Numbers:

39-01076.029

39-01076.004

39-01076.000

39-01076.005

39-00553.000

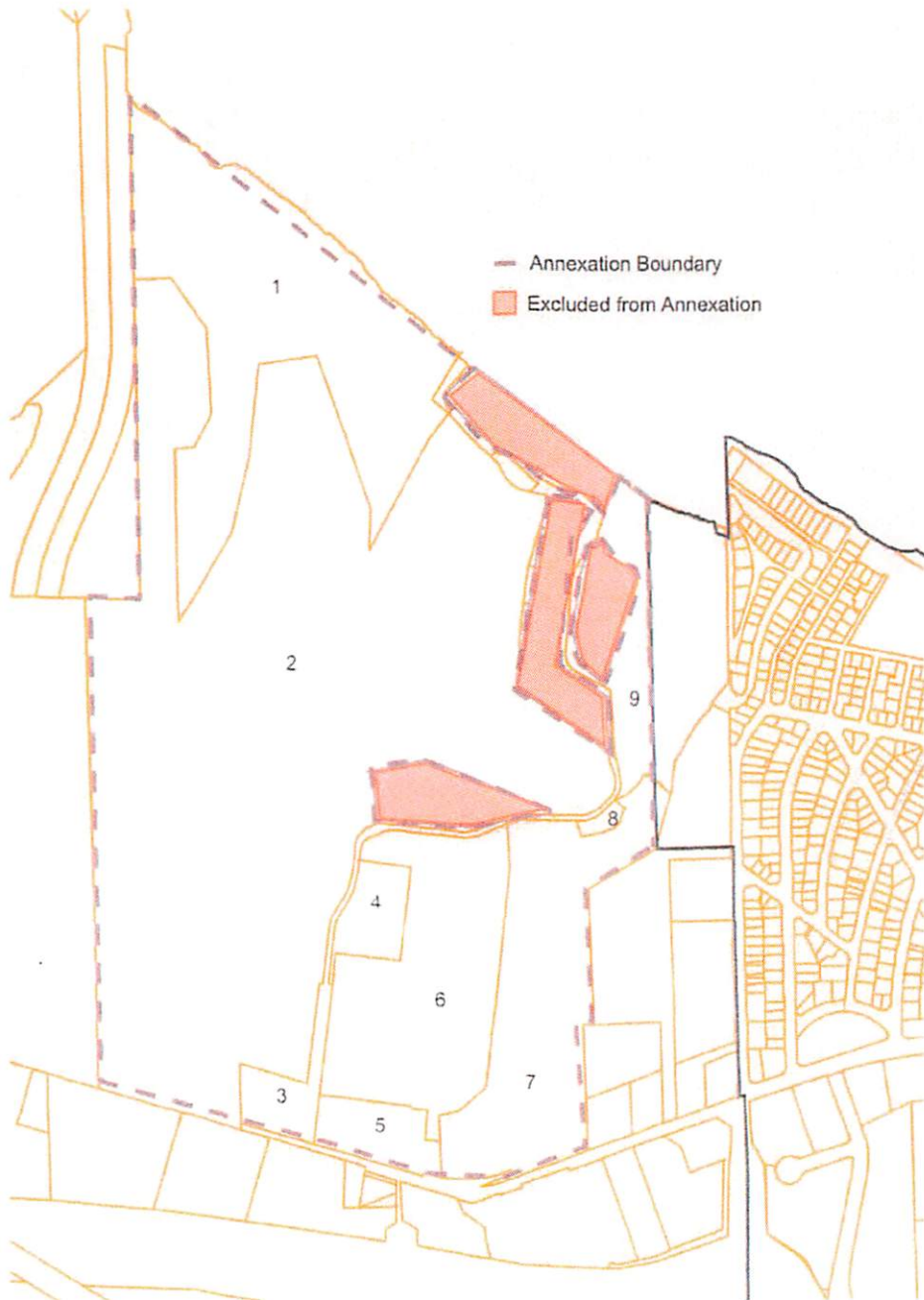
39-00827.000

39-00859.000

39-00864.000

39-00864.001

ATTACHMENT B



RESOLUTION NO 2021-13

RESOLUTION OF THE HURON TOWNSHIP TRUSTEES, ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH THE CITY OF HURON, ERIE COUNTY, OHIO, RELATED TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO, PERMANENT PARCEL NUMBERS 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001

The Board of Trustees of Huron Township, Erie County, Ohio, met this 9th day of August, 2021, at the Township Office Building, 1820 Bogart Road, Huron, Ohio, in special session with the following members present:

Mr. Hahn
Mr. Enderle
Ms. Schlessman

Mr./Ms. SCHLESSMAN introduced the following resolution and urged its adoption.

WHEREAS, the Huron Township, Erie County, Ohio ("Township") and the City of Huron in Erie County, Ohio ("City") are political subdivisions located adjacent and contiguous to each other within Erie County, Ohio; and

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

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

WHEREAS, a certain landowner, Sawmill Creek LLC ("Property Owner"), has expressed a desire to pursue annexation of certain parcels that are located within and around the Sawmill Creek Golf Club, Resort, and Conference Center area, which parcels are described as PARCELS #39-01076.029, #39-01076.004, #39-01076.000, #39-01076.005, #39-00553.000, #39-00827.000, #39-00859.000, #39-00864.000, & #39-00864.001 ("Annexation Parcels"), in connection with a planned redevelopment of the Annexation Parcels; and

WHEREAS, the Annexation Parcels in Huron Township, Erie County, Ohio, are contiguous to the City of Huron and solely owned by Sawmill Creek LLC.; and

WHEREAS, the Board of Trustees of Huron Township have been notified that pursuant to Ohio Revised Code Section 709.021 & 709.022, the Property Owner will be filing with the Board of County Commissioners of Erie County, Ohio ("County Commissioners") a Petition for Annexation of the contiguously situated Annexation Property to the City of Huron; and

WHEREAS, the Board of Trustees of Huron Township have been notified that the Petition will be filed with the Erie County Commissioners in accordance with the provisions of the Expedited Type 1 procedures set forth in Ohio Revised Code Sections 709.021 and 709.022, and other applicable laws of the State of Ohio, and is being requested by unanimous agreement of all the owners of the affected parcels and that no hearing is required under Ohio Revised Code Section 709.22 (A); and

WHEREAS, by authority of ORC § 709.192, the Board of Trustees of Huron Township desires to enter into an annexation agreement with the City under terms substantially consistent with the attached Annexation Agreement (Exhibit A) to outline the procedures under which the annexation of the Annexation Property to the City would occur, if annexation is successful, and to set forth the obligations and entitlements of the parties to the Annexation Agreement; and

WHEREAS, under the terms of the proposed Annexation Agreement, after the annexation, if successful, the Annexation Parcels will remain in the Township and remain subject to Township property taxes; and

WHEREAS, the Board of Trustees of Huron Township deems it to be in the best interest of the Township and its residents to enter into an annexation agreement substantially in the form of the attached Annexation Agreement with The City of Huron, related to the City of Huron's annexation of the Annexation Parcels.

NOW, THEREFORE, BE IT RESOLVED BY THE HURON TOWNSHIP TRUSTEES, HURON TOWNSHIP, ERIE COUNTY, OHIO:

SECTION 1. The Huron Township Board of Trustees hereby authorizes and directs Chairman Gordon Hahn to enter into an annexation agreement with The City of Huron, in representative capacity on behalf of the Huron Township Board of Trustees, related to the City of Huron's annexation of Erie County, Ohio, permanent Parcel Numbers 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001 (Annexation Parcels), which agreement shall be substantially in the form of the Annexation Agreement attached and marked EXHIBIT A.

SECTION 2. The Huron Township Board of Trustees consents to the annexation of the aforementioned Annexation Parcels in Huron Township, Erie County, Ohio, to the City of Huron under such terms as are substantially consistent with the terms of the attached Annexation Agreement;

SECTION 3. The Huron Township Board of Trustees finds and determines that all formal actions relative to the adoption of this resolution were taken in open meetings of the Board as required by law; that notice of each meeting was duly published; that all deliberations of this Board that resulted in formal action were taken in meetings open to the public in compliance with Ohio Revised Code Section 121.22.

Mr./Ms. Enderle seconded the motion, and the roll call being called upon its adoption, resulted as follows:

	YES	NO
Mr. Hahn	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ms. Schlessman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Enderle	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Adopted: August 9, 2021

CERTIFICATE

I, Matthew Dewey, Fiscal Officer of the Huron Township Board of Trustees, Erie County, Ohio, hereby do certify that the above is a true and correct copy of a resolution adopted by said Board under said date as same appears in the Huron Township Record of Proceedings under Minutes of Meeting held on August 9, 2021

Matthew Dewey
Matthew Dewey, Fiscal Officer
Huron Township

ORDINANCE NO. 2022-37

Introduced by Sam Artino

AN ORDINANCE AUTHORIZING THE CITY MANAGER'S EXECUTION OF AN AGREEMENT TO PURCHASE REAL PROPERTY LOCATED AT 624 BERLIN ROAD AND 729 BERLIN ROAD IN THE CITY OF HURON, ERIE COUNTY, OHIO, PARCEL NUMBERS 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000 IN THE AMOUNT OF ONE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$174,500.00), AND DECLARING AN EMERGENCY

WHEREAS, the property located at 624/729 Berlin Road, Parcel Numbers 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000, Huron, Ohio was listed for public sale by the Estate of Charles F. Ross, III at a list price of One Hundred Seventy-Four Thousand Five Hundred and 00/100 Dollars (\$174,500.00); and

WHEREAS, the bid of the City of Huron was accepted in the amount of One Hundred Seventy-Four Thousand Five Hundred and 00/100 Dollars (\$174,500.00) on July 5, 2022.

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

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to authorize a purchase agreement with the Estate of Charles F. Ross, III for the purchase of property located at 624/729 Berlin Road, Huron, OH; Parcel Numbers 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000 in the amount of One Hundred Seventy-Four Thousand Five Hundred and 00/100 (\$174,500.00). A copy of said Purchase Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

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

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that the orderly development of property within the City will be adversely affected in the event of delay in the effective date of this Ordinance; **WHEREFORE** this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

ORDINANCE NO. 2022-37

Introduced by Sam Artino

AN ORDINANCE AUTHORIZING THE CITY MANAGER’S EXECUTION OF AN AGREEMENT TO PURCHASE REAL PROPERTY LOCATED AT 624 BERLIN ROAD AND 729 BERLIN ROAD IN THE CITY OF HURON, ERIE COUNTY, OHIO, PARCEL NUMBERS 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000 IN THE AMOUNT OF ONE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$174,500.00), AND DECLARING AN EMERGENCY

WHEREAS, the property located at 624/729 Berlin Road, Parcel Numbers 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000, Huron, Ohio was listed for public sale by the Estate of Charles F. Ross, III at a list price of One Hundred Seventy-Four Thousand Five Hundred and 00/100 Dollars (\$174,500.00); and

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Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

FIRST AMENDMENT
TO
ANNEXATION AGREEMENT

This First Amendment to Annexation Agreement (“Amendment”) is entered into as of this 13th day of July, 2022 (the “Effective Date”) by and between the Council of the City of Huron, Ohio, the legislative authority of and for the city of Huron, Ohio, a municipal corporation duly organized and validly existing under its Charter and the Constitution and the laws of the state of Ohio (the “City”), and the Board of Trustees of Huron Township, the legislative authority of and for Huron Township, a political subdivision duly organized and validly existing under the laws of the state of Ohio (the “Township”) (City and Township being sometimes referred to herein collectively as the “Parties” and individually as a “Party”), in order to amend certain provisions of that Annexation Agreement between the Parties dated as of August 25, 2021 (the “Original Agreement”). All words and terms used herein with initial capitalization that are not otherwise defined herein shall have the meanings assigned to such words and terms in the Original Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. Relationship to Original Agreement. The Parties hereby ratify, confirm and reconfirm the Original Agreement as continuing in full force and effect in accordance with its terms except as specifically amended pursuant to this Amendment. The Parties agree that, to their respective knowledge, neither Party is in default under the Original Agreement, and there has been full compliance with the Original Agreement to date. From and after the execution and delivery of this Amendment, the Original Agreement shall be read and construed as amended hereby and the Original Agreement and this Amendment shall constitute one integrated document.
2. Amendments to the Original Agreement. The following amendments to the Original Agreement are hereby agreed to by the Parties:
 - (a) Attachment A of the Original Agreement is hereby amended and restated to read in its entirety as follows (with added text underlined):

“The Annexation Parcel consists of the following parcels as numbered and in the records of the County Auditor of Erie County, Ohio, and as further depicted and shown on the Annexation Parcel Map attached as Attachment B:

Parcel Numbers:
39-01076.029
39-01076.004
39-01076.000

39-01076.005
39-00553.000
39-00827.000
39-00859.000
39-00864.000
39-00864.001
39-01076.001
39-01076.017
39-01076.003”

(b) Attachment B of the Original Agreement is hereby amended and replaced with the map attached as Exhibit A to this Amendment.

3. Execution and Delivery. This Amendment may be executed and delivered in multiple counterparts and by electronic signature.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the Effective Date.

CITY:

By: _____

Name: Matthew Lasko

Title: City Manager

Approved as to Form:

By: _____

STATE OF OHIO)
) SS
COUNTY OF ERIE)

On this 13th day of July, 2022, before me, a Notary Public in and for said County and State, personally appeared Matthew Lasko, the City Manager of the City of Huron who acknowledged that he or she did sign the foregoing instrument for and on behalf of said City. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

TERRI WELKENER
Notary Public



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

TOWNSHIP:

By: Gordon B. Hahn

Name: GORDON B HAHN

Title: CHAIRMAN TRUSTEES

STATE OF OHIO)
) SS
COUNTY OF ERIE)

On this 12 day of July, 2022, before me, a Notary Public in and for said County and State, personally appeared Gordon B Hahn, the Trustee of Huron Township, who acknowledged that he or she did sign the foregoing instrument for and on behalf of said Ohio Political Subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.



Jammy Boo
Notary Public

This instrument was prepared by:

**My Commission Expires:
September 17, 2023**

Robert F. McCarthy, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215

Approved as to form:




by Susan Ryan Brown

Susan Ryan Brown
Attorney for Huron Township
Assistant Erie County Prosecutor

**ATTACHMENT A
ANNEXATION PARCEL MAP**

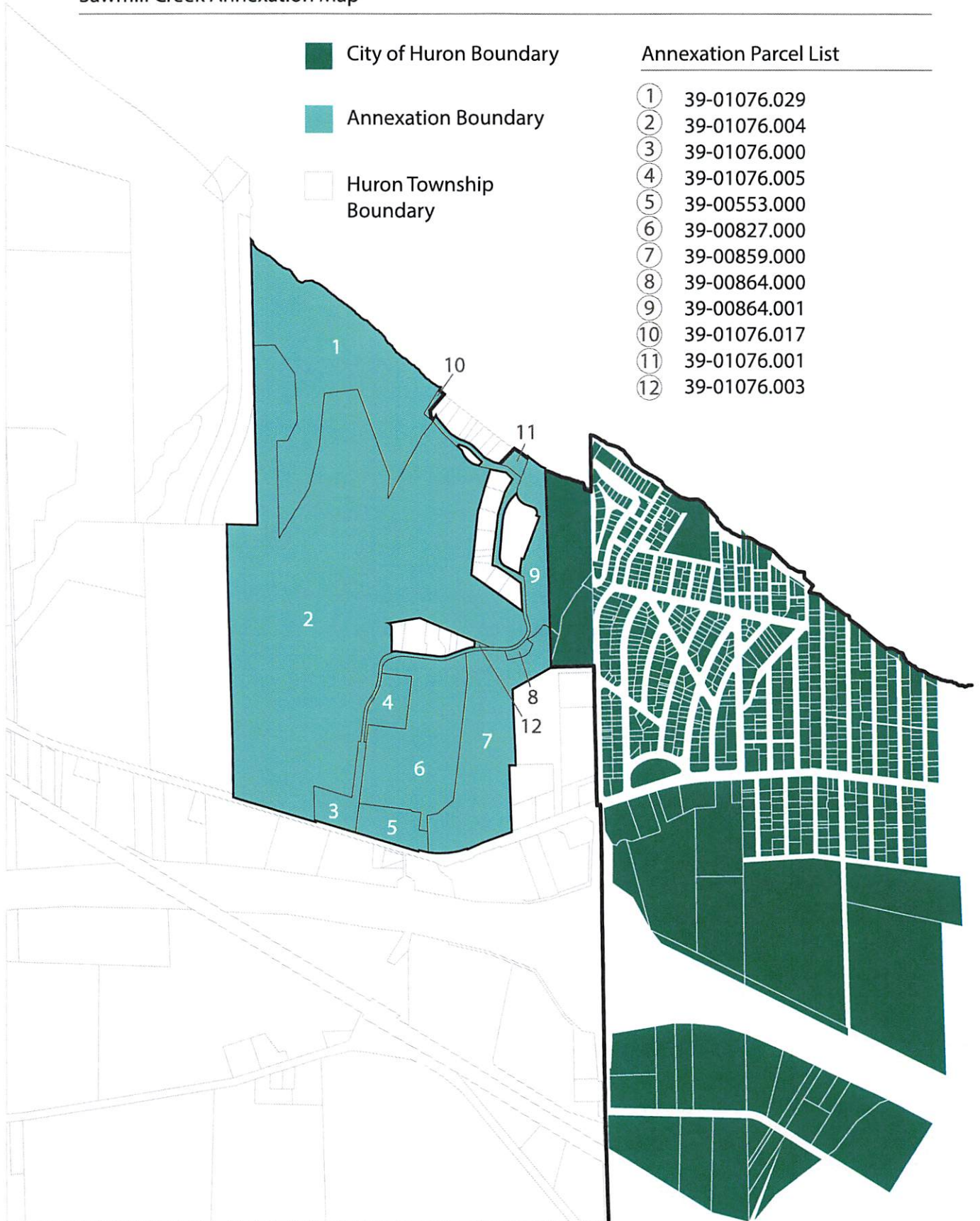
(Attached)

Sawmill Creek Annexation Map

-  City of Huron Boundary
-  Annexation Boundary
-  Huron Township Boundary

Annexation Parcel List

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



**CONSENT OF PROPERTY OWNER
TO AMENDMENT OF ANNEXATION AGREEMENT**

The Property Owner, Sawmill Creek LLC, hereby consents to the First Amendment to Annexation Agreement entered as of July 13, 2022, by and between the Council of the City of Huron, Ohio, and the Board of Trustees of Huron Township, amending certain provisions of the Annexation Agreement entered between them as of August 25, 2021.

SAWMILL CREEK LLC

By: 
Authorized Representative

Date: 7.21.22