



**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, April 11, 2023 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

**LIVESTREAM MEETING INFORMATION**

*This regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live-streamed on the City of Huron's YouTube channel. The public is free to observe and hear the discussions and deliberations of all members of City Council via the following link: <https://www.youtube.com/channel/UCpRAV-AnmlA6lfukQzKakQg>*

**I. Public Hearing (CANCELLED - Developer has requested the hearing be rescheduled)**

Public Hearing on the Two Rivers Phase I - Planned Unit Development Project

**II. Call to Order**

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

**III. Roll Call of City Council**

**IV. Approval of Minutes**

**IV.a** Minutes of the March 14, 2023 regular Council meeting.

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

**VI. Old Business**

**VI.a** Resolution No. 16-2022 (Amended) (*submitted by Stuart Hamilton*)

An amended resolution authorizing Change Order No. 1 for additional engineering design services for the HPP Sawmill Parkway Conduit Infrastructure phase in the amount of \$4,550.00, increasing the three proposals of Engineered Process systems, Ltd. for the Huron Public Power Expansion Project to a combined total of \$126,490.00.

**VII. New Business**

**VII.a** Resolution No. 31-2023 (*submitted by Doug Steinwart*)

A resolution authorizing an agreement confirming the joint acquisition, operation and/or maintenance of recreational facilities and an agreement for the operation and maintenance of such facilities and programs established by the Huron Joint Recreation Program.

**VII.b** Resolution No. 32-2023 (*submitted by Chief Terry Graham*)

A resolution authorizing an agreement with Huron Township for allocation of partial funding of a

School Resource Officer position within the Huron City Schools for a period of 3 years.

**VII.c** Resolution No. 33-2023 (*submitted by Chief Terry Graham*)

A resolution authorizing an agreement with the Board of Education of the Huron City School District for allocation of partial funding of a School Resource Officer for a period of 3 years.

**VII.d** Resolution No. 34-2023 (*submitted by Stuart Hamilton*)

A resolution accepting the funding award from the Erie County Land Reutilization Corporation for reimbursement of asbestos abatement, demolition expenses and grading relating to property located at 624 Berlin Rd., Huron, OH in an amount not to exceed \$62,000.00.

**VII.e** Resolution No. 35-2023 (*submitted by Stuart Hamilton*)

A resolution authorizing a Memorandum of Understanding with the Erie County Land Reutilization Corporation relating to reimbursement of expense relating to demolition of the barn structure located at 624 Berlin Rd., Huron, OH, and further authorizing the City Manager to accept the grant funding in the amount of \$12,000.

**VII.f** Ordinance No. 2023-9 (*submitted by Cory Swaisgood*)

An appropriations ordinance.

**VII.g** Motion

Motion to reschedule the public hearing on the Two Rivers Phase I - Planned Unit Development Project for Tuesday, May 23, 2023 at 6:30pm.

**VIII. City Manager's Discussion**

**IX. Mayor's Discussion**

**X. For the Good of the Order**

**XI. Executive Session(s)**

**XII. Adjournment**



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 16-2022 (Amended) (*submitted by Stuart Hamilton*)  
**DATE:** April 11, 2023

---

### **Subject Matter/Background**

As we reached the final design phase of the HPP extension to Sawmill Parkway, it was discovered that the ROW was extremely congested. We decided to pivot and seek HPP utility easements outside of the ROW. This took some work to redesign and to figure out a pathway between existing utilities under the tracks. This project will deliver HPP power to the entrance of Sawmill Parkway.

### **Financial Review**

The City's Electric Utility has sufficient funds to accommodate the \$4,550 change order increase. The total amount of the three design proposals, approved in 2022, will be \$126,490. These proposals included design work for expanding Huron Public Power and added power capacity and redundancy at the substation.

Account Number: 655-5100-53324

### **Legal Review**

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

### **Recommendation**

If Council is in agreement with the request, a motion adopting Amended Resolution No. 16-2022 is in order.

[Resolution No. 16-2022 AMENDED EPS Change Order #1 HPP Extension to Sawmill Parkway \\$4,550.docx](#)

RESOLUTION NO. 16-2022 (AMENDED)

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THREE (3) PROPOSALS AND ENTER INTO AN AGREEMENT WITH ENGINEERED PROCESS SYSTEMS, LTD FOR THE PROVISION OF ELECTRIC ENGINEERING AND PROJECT COORDINATION SERVICES TO BE PROVIDED TO THE CITY OF HURON RELATING TO THE HURON PUBLIC POWER EXPANSION PROJECT IN A COMBINED AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-SIX THOUSAND FOUR HUNDRED NINETY AND 00/100 DOLLARS (\$126,490.00)

WHEREAS, the Huron City Council previously adopted Resolution No 16-2022 on January 11, 2022 authorizing three (3) separate proposals with Engineered Process Systems ("EPS") for the provision of engineering and project coordination service for specific phases of the Huron Public Power Expansion Project, namely, HPP Capacity and Redundancy Upgrade Engineering & Project Management (\$58,360.00), HPP Sawmill Parkway Conduit Infrastructure Design (\$17,910.00) and HPP 15-kV Expansion Design (\$45,670.00), for a grand total of \$121,940.00; and

WHEREAS, EPS has submitted Change Order #1 in the amount of \$4,550.00 relating to the HPP Sawmill Parkway Conduit Infrastructure Design phase of the project due to necessary changes to the design portion of the project, which increases the total for that phase to \$22,460.00; and

WHEREAS, the overall combined total for the three phases, including Change Order #1 as set forth above, is \$126,490.00;

WHEREAS, the City and Council believe the changes requested are reasonable and necessary for the successful completion of the project.

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

SECTION 1: That the City Manager be, and he hereby is, authorized to accept Change Order No. 1 in the amount of Four Thousand Five Hundred Fifty and 00/100 Dollars (\$4,550.00) to the HPP Sawmill Parkway Conduit Infrastructure Design phase proposal of Engineered Process Systems to reflect additional engineering design services relating to the Huron Public Power Expansion Project, increasing the combined engineering and project coordination service costs for the Project to an amount not to exceed One Hundred Twenty-Six Thousand Four Hundred Ninety and 00/100 Dollars (\$126,490.00).

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

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

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_



**TO:** Mayor Tapp and City Council  
**FROM:** Cory Swaisgood  
**RE:** Resolution No. 31-2023 (*submitted by Doug Steinwart*)  
**DATE:** April 11, 2023

---

### **Subject Matter/Background**

This resolution authorizes the annual agreement between the City/Huron Township related to the Huron Joint Recreation District, and confirms the joint acquisition, operation and/or maintenance of recreation facilities related to the Huron Joint Recreation District. Under the proposed agreement, the 2023 contribution rates are established as follows representing the percentage distribution authorized by the Council in previous agreements, which amounts are broken down as follows:

City of Huron:	\$320,755
Huron Township:	\$123,367
Total	\$444,122

### **Financial Review**

The amounts were determined based on the 2023 budget and were included with 2023 appropriations approved by Council with the 2023 budget in December. The City's portion will be paid from the General Fund. The Township Trustees will consider approving the agreement in May. Once all contributions are received into the HJRD Fund, a contribution will be made from the HJRD Fund to the Parks and Recreation Fund.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 31-2023 is in order.

[Resolution No. 31-2023 HJRD Agreement \(2\).docx](#)

[Resolution No. 31-2023 Exh A and B HJRD Agreement.docx](#)

RESOLUTION NO. 31-2023  
Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT CONFIRMING THE JOINT ACQUISITION, OPERATION AND/OR MAINTENANCE OF RECREATIONAL FACILITIES AND AN AGREEMENT FOR THE OPERATION AND MAINTENANCE OF SUCH FACILITIES AND PROGRAMS ESTABLISHED BY THE HURON JOINT RECREATION PROGRAM

WHEREAS, the City of Huron agreed in that certain City Resolution No. 1995-16, adopted June 12, 1995 to establish a Joint Recreation District with the Board of Trustees of Huron Township, Erie County, Ohio, a political subdivision of the State of Ohio, and the Board of Education of Huron School District, Erie County, Ohio, a political subdivision of the State of Ohio, for the purpose of acquiring, operating and maintaining joint recreational facilities.

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

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into an Agreement Confirming the Joint Acquisition, Operation and/or Maintenance of Recreational Facilities and an Agreement for the Operation and Maintenance of such Facilities and Programs Established by the Huron Joint Recreation District, which agreements shall be substantially in the form of Exhibits "A" and "B," respectively, attached hereto and made a part hereof.

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

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

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_

**AN AGREEMENT CONFIRMING THE JOINT ACQUISITION, OPERATION AND/OR MAINTENANCE OF RECREATIONAL FACILITIES THROUGH THE HURON JOINT RECREATION DISTRICT**

**THIS AGREEMENT** is hereby made and executed by and between the City of Huron, Ohio, a municipal corporation of Erie County, Ohio, [City], the Board of Trustees of Huron Township, Erie County, Ohio a political subdivision of the State of Ohio, [Township] and the Board of Education of Huron School District, Erie County, Ohio, a political subdivision of the State of Ohio, [School]”, to be effective as of the 1<sup>st</sup> day of January, 2023.

**WHEREAS**, the parties have heretofore created and funded the Huron Joint Recreation Study Committee;

**WHEREAS**, the City agreed to establish a Joint Recreation District with the Township and the School to acquire, operate and maintain joint recreational facilities in that certain City Resolution No. 1995-16, adopted June 12, 1995;

**WHEREAS**, the parties now desire to continue and confirm a joint recreation district pursuant to the O.R.C. § 755.14(C), to be known as the “Huron Joint Recreation District” [the District], which district will acquire and/or lease property to equip, operate and maintain such parks, playgrounds, playfields, gymnasiums, public baths, swimming pools and indoor recreation centers as determined by the Board of Trustees of the District to be necessary or conducive to the public welfare; and

**WHEREAS**, the parties entered into agreements similar to this Agreement and now wish to renew and modify those agreements as set forth below;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and pursuant to O.R.C.§ 755.16(A), the parties hereto agree as follows:

1. They and each of them will, or have, by appropriate Resolution, establish(ed) the Huron Joint Recreation District, consisting of all the territory of the City, Township and School, governed by the Huron Joint Recreation District Board of Trustees, consisting of nine (9) trustees residing in the District, three (3) of whom shall be appointed by each, the City, Township and School, with one (1) of each of the three (3) being an elected or appointed official of the appointing entity and with two (2) of each of the three (3) being other than elected or appointed officials of the appointing entity.

2. This Agreement shall be deemed to be in full force and effect on and after it has been executed by all Parties.

3. The monetary contributions for the year 2023 shall be as follows: the City, Three Hundred Twenty Thousand Seven Hundred Fifty-Five and 00/100 Dollars (\$320,755.00); and the Township, One Hundred Twenty-Three Thousand Three Hundred Sixty-Seven and 00/100 Dollars (\$123,367.00); with the annual total at Four Hundred Forty-Four Thousand One Hundred Twenty-Two and 00/100 Dollars (\$444,122.00). If necessary (as determined by the City), the parties shall agree on a reconciliation process of prior year actuals that may or may not result in additional monetary contributions or credits per party. Upon the City's depositing of at least Fifty Thousand Dollars (\$50,000.00) of its monetary contribution to the appropriate account or fund, the Township shall make its monetary contributions by the end of the quarter following the City's deposit or come to terms with the City on other payment terms (e.g., quarterly payments), so long as total monetary contributions for each party is deposited with the City before the end of the fiscal year. Funds thus deposited shall be used exclusively for operational and maintenance expenses for the District, including wages and fringe benefits. The City shall account for all funds deposited by the parties and shall make annual reports to the Township and School, through the Board of Trustees, for all income, expense and remaining balance of funds deposited hereunder. Any capital improvements shall be the responsibility of the party holding title to the facility at which any such improvements are to be made.

4. The District shall enter into an Agreement with the City of Huron for the maintenance of the District's recreational facilities and the establishment and management of recreational programs for the District, which Agreement shall be in the form of "Exhibit B" attached hereto and incorporated by reference.

5. The term of this Agreement shall be for one (1) year, and this Agreement may be amended from time to time in a writing signed by all parties with the appropriate approval of the entities' legislative authority.

6. The parties hereby ratify and affirm each and every act undertaken by the District pursuant to their original and subsequent agreement provided; however, this Agreement shall supersede and take the place of the parties' former agreement of similar import.

[SIGNATURES ON NEXT PAGE]



**IN WITNESS WHEREOF**, the parties have executed this Agreement, pursuant to their respective, appropriate, contracting authority procedures as below listed on the date indicated below.

**CITY OF HURON, ERIE COUNTY, OHIO**

By:     *Draft – Do not sign.*      
Matthew Lasko, City Manager

Date: \_\_\_\_\_, 2023

Approved as to form:

    *Draft – Do not sign.*      
Todd A. Schrader, Law Director

**Resolution No.** \_\_\_\_\_  
**Passed:** \_\_\_\_\_, **2023**

[SIGNATURES CONTINUE ON NEXT PAGE]

**BOARD OF TRUSTEES OF HURON TOWNSHIP, ERIE COUNTY, OHIO**

By:     *Draft – Do not sign.*    

By:     *Draft – Do not sign.*    

By:     *Draft – Do not sign.*    

Date: \_\_\_\_\_, 2023

Approved as to form:

    *Draft – Do not sign.*    

Kevin J. Baxter, Erie County Prosecutor

***Resolution No.*** \_\_\_\_\_

***Passed:*** \_\_\_\_\_, **2023**

[SIGNATURES CONTINUE ON NEXT PAGE]



**AGREEMENT PROVIDING FOR THE MAINTENANCE OF RECREATIONAL FACILITIES AND MANAGEMENT OF RECREATIONAL PROGRAMS FOR THE HURON JOINT RECREATION DISTRICT**

**THIS AGREEMENT** is hereby made and concluded by and between the City of Huron, Ohio, a municipal corporation of Erie County, Ohio [City], and the Huron Joint Recreation District, a statutory joint recreation district of Erie County, Ohio[the District], to be effective as of the date of the last party's execution hereof as follows:

**WHEREAS**, the City agreed to establish the District with Huron Township and the Huron City School District to acquire, operate and maintain joint recreational facilities in that certain City Resolution No. 1995-16, adopted June 12, 1995;

**WHEREAS**, the District is a statutory joint recreation district formed in 1995 by the City, the Board of Trustees of Huron Township, Erie County, Ohio and the Board of Education of Huron City School District, Erie County, Ohio under the authority of O.R.C.§755.16;

**WHEREAS**, the District was created to enhance the recreational opportunities for the inhabitants of the City, Huron Township and the Huron City School District by the combining of resources of the creating entities; and

**WHEREAS**, the District wishes to continue to engage the services of the City, especially its Parks and Recreation Department, to provide for the management of recreational programs to be conducted at such facilities to the benefit of the creating entities' respective citizenry;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Any funds already on deposit or hereafter deposited or paid into the City's Park and Recreation Fund as set forth in the parties' Agreement establishing a Joint Recreation District shall be separately identified in such Fund, and expenditures of such moneys in furtherance of this Agreement shall be separately recorded and tracked. Each year, the City's Parks and Recreation Department shall establish a budget for funds deposited or paid by the parties, and each party shall be provided with a copy of such budget. Each party shall review such proposed budget.

2. The City shall participate in the creation of recreational programs to be conducted at the facilities operated and maintained by the District and shall manage such programs as the District shall establish; provided, however, the Director of the City's Department of Parks and Recreation shall have the right to decline to manage a recreational program created by the District without the consent and agreement of the City.

3. Included as a common expense to be paid from such fund shall be the cost of such insurance as the City shall deem appropriate with regard to the facilities and programs covered by this Agreement.

4. This Agreement shall supersede and take the place of the parties' agreement of similar import as the same previously existed.

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement, pursuant to their respective, appropriate contracting authority procedures as below indicated, on the date indicated below.

**CITY OF HURON, ERIE COUNTY, OHIO**

By:     *Draft – Do not sign.*      
Matthew Lasko, City Manager

Date: \_\_\_\_\_, 2023

***Resolution No.*** \_\_\_\_\_  
***Adopted:*** \_\_\_\_\_, **2023**

**HURON JOINT RECREATIONAL DISTRICT**

By:     *Draft – Do not sign.*      
Huron Joint Recreation District Chairperson



**TO:** Mayor Tapp and City Council  
**FROM:** Terry Graham  
**RE:** Resolution No. 32-2023 (*submitted by Chief Terry Graham*)  
**DATE:** April 11, 2023

---

### **Subject Matter/Background**

The following summary will address Resolutions 32-2023 and 33-2023:

Resolutions 32-2023 and 33-2023 reflect a three-year renewal agreement with the Huron City Schools and Huron Township for the provision of one-third funding of the School Resource Officer for the School Resource Officer within Huron City Schools. This agreement term will be for the following school years 2023-2024, 2024-2025, and 2025-2026. The Huron Board of Education and Huron Township Trustees have adopted the agreement terms. Upon commencement of the program, the position was largely funded through grant dollars. The program's funding is now 100% financed with a 1/3 split of the SRO's wages and benefits with the City, Township, and School District. The City's General Fund pays for the cost of the SRO's training, vehicle and equipment.

The contract will automatically renew for 24 months if not terminated within 90 days of the third school year, with a 4% increase to the contracted amounts.

### **Financial Review**

The City will invoice the Township and Schools, semi-annually, for actual costs paid by the City for the SRO position. The School Resource Officer Fund (Fund 220) will continue to account for contributions from the two parties and 1/3 of the actual cost of the SRO position. The Township and School will not be billed for more than \$41,333.33, each, during the 23-24 School Year. The not-to-exceed amount will increase by 4%, annually.

### **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, motions adopting Resolution Nos. 32-2023 and 33-2023 are in order.

[Resolution No. 32-2023 School Resource Officer - Township.docx](#)

[Resolution No. 32-2023 Exh A SRO Agreement - Township.docx](#)

RESOLUTION NO. 32-2023  
Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HURON TOWNSHIP, OHIO FOR THE ALLOCATION OF PARTIAL FUNDING OF A SCHOOL RESOURCE OFFICER POSITION WITHIN HURON CITY SCHOOLS FOR A PERIOD OF THREE (3) YEARS

WHEREAS, a School Resource Officer ("SRO") plays an important role in creating a positive school climate by promoting drug-use prevention education and by ensuring a safe learning environment for all children and adults who enter into a school building; and

WHEREAS, for the past 14 years, the City of Huron ("City") and the Huron School District ("School District") have entered into agreements where the City has agreed to provide a City police officer to the School District to staff the SRO position; and

WHEREAS, the City and School District desire to continue this relationship and use law enforcement personnel to staff the SRO position; and

WHEREAS, residents of both the City and Huron Township ("Township") are served by the School District and both desire to provide a safe learning environment for all students and adults; and

WHEREAS, the Township desires to provide partial funding to the City for staffing the SRO position for the benefit of its residents who attend, work, or visit School District schools.

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

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into an Agreement with Huron Township for the allocation of partial funding of a School Resource Officer position within the School District for a period of three (3) years (School Years: 2023-2024, 2024-2025 and 2025-2026), which agreement shall be substantially in the form of Exhibit A, attached hereto and made a part hereof.

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

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

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_

**AGREEMENT FOR THE PROVISION OF SERVICES AND ALLOCATION OF  
PARTIAL FUNDING OF A SCHOOL RESOURCE OFFICER POSITION**

**THIS FOR THE PROVISION OF SERVICES AND ALLOCATION OF PARTIAL FUNDING OF A SCHOOL RESOURCE OFFICER POSITION AGREEMENT (“Agreement”)** is made by and between the City of Huron, an Ohio Charter Municipality, located at 417 Main Street, Huron, Ohio 44839 (“City”) and the Board of Trustees of Huron Township, 1820 Bogart Road, Huron, Erie County, Ohio (“Township”) (collectively the “Parties”).

**WHEREAS**, a School Resource Officer (“SRO”) plays an important role in creating a positive school climate by promoting drug-use prevention education and by ensuring a safe learning environment for all children and adults who enter into a school building, and

**WHEREAS**, for the past 13 years, the City and the Huron City School District (“School District”) have entered into agreements where the City has agreed to provide a City police officer to the School District to staff the SRO position; and

**WHEREAS**, the City and School District desire to continue this relationship and use law enforcement personnel to staff the SRO position; and

**WHEREAS**, residents of both the City and Township are served by the School District and both desire to provide a safe learning environment for all students and adults, and contemporaneous with the execution of this Agreement, the City and School District have executed an agreement to share in the cost of the SRO position.

**NOW, THEREFORE**, the Parties, in exchange for consideration, the value and sufficiency of which is acknowledged, agree as follows effective July 1, 2023, (the “Effective Date”):

1. The City shall provide one (1) full-time police officer from its police department to the School District to serve as an SRO for the academic school year. The selection, appointment, and replacement of the SRO shall be done at the sole discretion of the Chief of Police or his designee, and the Parties acknowledge the officer serving as SRO may periodically change based on the needs of the Huron Police Department and personnel changes.

2. The City shall also provide to the School District the necessary personnel to satisfy core D.A.R.E. curriculum topics. Drug-use prevention education programming shall account for at least one-third (1/3) of the responsibilities of the SRO.

3. The City shall equip the SRO with a vehicle and all related and necessary law enforcement equipment to allow the SRO to fulfill his or his responsibilities.

4. The scheduling of the SRO during the academic school year shall be done at the sole discretion of the Chief of Police or his designee. Upon reasonable notification to the School District, the Chief of Police or his designee may, at their sole discretion, re-assign the SRO in the event of a disaster or emergency.



5. The Township shall be responsible for one-third (1/3) of the annual actual cost of the SRO salary<sup>1</sup>. The total amount of the SRO's salary shall include all fringe benefits (e.g., health insurance, pension) and shall be governed by the prevailing collective bargaining agreement currently in existence between the City and the Fraternal Order of Police, Ohio Labor Council. However, the total cost payable by the Township shall not exceed the amounts as set forth in Exhibit B attached hereto and expressly incorporated herein. The remaining two-thirds (2/3) annual cost of the SRO salary shall be the responsibility of the City and the School District as set forth in Exhibit A. The actual annual cost of the SRO, as it pertains to this agreement, does not include uniform allowance, training expenses, and equipment/vehicle expenses. For avoidance of doubt, the Parties intend that the City, Huron Township, and School District share equally in the actual cost of the SRO's salary during the pendency of this Agreement (as may be amended, modified, or extended as referenced in Section 11 hereof).

6. The City is solely responsible for paying the SRO's overtime compensation and shall not invoice the Township for any overtime compensation accrued by the SRO.

7. All parties are encouraged to pursue applications for grant awards to offset the costs of the SRO's salary. All grant award proceeds shall be divided in direct proportion to the actual amount that both the City and Township contribute to the SRO's salary and the annual portion of the SRO's salary shall be offset in equal portions by the receipt of any grant funding received.

8. The Township shall submit its portion of the SRO's salary to the City in biannual installments. The City shall invoice the Township for actual SRO wages and fringe benefits in January and July for the prior six months of services. However, the failure of the City to timely invoice the Township does not relieve the Township from its payment obligations. Township payments shall be due on or before March 1 and September 1 of each contract year.

9. Amendments or modifications to this Agreement shall be set forth in writing and executed by all Parties to the Agreement.

10. This Agreement constitutes the sole agreement of the Parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. However, the parties stipulate that this Agreement shall not preclude the City from seeking alternative funding agreements to offset the remaining two-thirds of the SRO's salary.

11. This Agreement shall be effective upon execution of the Parties and shall continue for a term of three (3) years (School Years: 2023-2024, 2024-2025, and 2025-2026) and shall automatically renew for a period twenty-four (24) months (School Years: 2026-2027 and 2027-

---

<sup>1</sup> Through a separate agreement, the City has entered into an agreement with the School District to share in the cost of the SRO position. Under the terms of that Agreement, the School District is responsible for one-third (1/3) of the annual cost of the SRO salary. A copy of the Agreement between the City and School District is attached as Exhibit A hereto and expressly incorporated herein.

2028) unless earlier terminated in writing within 90 days from the expiration of the Agreement. Consistent with the costs shown in Exhibit B, the Township's portion of the cost for any renewal term shall not exceed an increase by four percent (4%) for each renewal year.

12. Either party shall have the right to terminate this Agreement upon providing written notice to the other party within 90 days prior to the desired date of termination. Upon termination of the Agreement, the Parties agree that the rate for services received to the end of the 90 day period shall be invoiced with payment due within 30 days of the date of invoice.

13. The invalidity or unenforceability of any term, provision or condition of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable), and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. This Agreement is entered into pursuant to the provisions of all applicable sections of the Ohio Revised Code, and as authorized by resolution adopted by the Huron City Council and the Board of Trustees of Huron Township.

**IN WITNESS WHEREOF** the parties have hereunto set their names, the City by the signature of the City Manager, and the Township by the signature of the Trustees to be effective as of the Effective Date.

**CITY OF HURON**

By: \_\_\_\_\_  
City Manager

**HURON TOWNSHIP**

By: \_\_\_\_\_  
Trustee

By: \_\_\_\_\_  
Trustee

By: \_\_\_\_\_  
Trustee

**APPROVED AS TO FORM**

Kevin J. Baxter  
Erie County Prosecutor

By: \_\_\_\_\_  
Assistant Prosecuting Attorney

Todd A. Schrader  
Law Director

---

CERTIFICATION BY FISCAL OFFICER

I, as the Finance Director for the City of Huron, Ohio, certify that the money required for the within Agreement is in the treasury, to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

---

Cory Swaisgood, Finance Director

CERTIFICATION BY FISCAL OFFICER

I, as the Fiscal Officer of Huron Township, Ohio, certify that the money required for the within Agreement is in the treasury, to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

---

Matthew Dewey, Fiscal Officer

**EXHIBIT B**

<b>2023-2026 Contract</b>			
<b>SRO Breakdown between School and TWP</b>			
	23-24 SY	24-25 SY	25-26 SY
Total Cost	\$ 124,000	\$ 128,960	\$ 134,118
<b>Township</b>	<b>\$ 41,333.33</b>	<b>\$ 42,986.67</b>	<b>\$ 44,706.13</b>
<b>School</b>	<b>\$ 41,333.33</b>	<b>\$ 42,986.67</b>	<b>\$ 44,706.13</b>
City	\$ 41,333.33	\$ 42,986.67	\$ 44,706.13

RESOLUTION NO. 33-2023  
Introduced by \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF EDUCATION OF THE HURON CITY SCHOOL DISTRICT FOR THE ALLOCATION OF PARTIAL FUNDING OF A SCHOOL RESOURCE OFFICER POSITION WITHIN HURON CITY SCHOOLS FOR A PERIOD OF THREE (3) YEARS

WHEREAS, a School Resource Officer ("SRO") plays an important role in creating a positive school climate by promoting drug-use prevention education and by ensuring a safe learning environment for all children and adults who enter into a school building; and

WHEREAS, for the past 14 years, the City of Huron ("City") and the Huron School District ("School District") have entered into agreements where the City has agreed to provide a City police officer to the School District to staff the SRO position; and

WHEREAS, the City and School District desire to continue this relationship and use law enforcement personnel to staff the SRO position; and

WHEREAS, residents of both the City and Huron Township ("Township") are served by the School District and both desire to provide a safe learning environment for all students and adults; and

WHEREAS, the Board of Education of the Huron City Schools desires to provide partial funding to the City for staffing the SRO position for the benefit of its residents who attend, work, or visit School District schools.

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

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into an Agreement with the Board of Education of the Huron City School District for the allocation of partial funding of a School Resource Officer position within the School District for a period of three (3) years (School Years: 2023-2024, 2024-2025 and 2025-2026), which agreement shall be substantially in the form of Exhibit A, attached hereto and made a part hereof.

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

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

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_

**AGREEMENT FOR THE PROVISION OF SERVICES AND ALLOCATION OF  
PARTIAL FUNDING OF A SCHOOL RESOURCE OFFICER POSITION**

**THIS FOR THE PROVISION OF SERVICES AND ALLOCATION OF PARTIAL FUNDING OF A SCHOOL RESOURCE OFFICER POSITION AGREEMENT (“Agreement”)** is made by and between the City of Huron, an Ohio Charter Municipality, located at 417 Main Street, Huron, Ohio 44839 (“City”) and the Board of Education of the Huron City School District, located at 712 Cleveland Road East, Huron, Ohio 44839 (“School District”) (collectively the “Parties”).

**WHEREAS**, a School Resource Officer (“SRO”) plays an important role in creating a positive school climate by promoting drug-use prevention education and by ensuring a safe learning environment for all children and adults who enter into a school building, and

**WHEREAS**, for the past 13 years, the City and the School District have entered into agreements where the City has agreed to provide a City police officer to the School District to staff the SRO position; and

**WHEREAS**, the City and School District desire to continue this relationship and use law enforcement personnel to staff the SRO position; and

**WHEREAS**, residents of both the City and Huron Township are served by the School District and both desire to provide a safe learning environment for all students and adults, and contemporaneous with the execution of this Agreement, the City and Huron Township have executed an agreement to share in the cost of the SRO position.

**NOW, THEREFORE**, the Parties, in exchange for consideration, the value and sufficiency of which is acknowledged, agree as follows effective July 1, 2023, (the “Effective Date”):

1. The City shall provide one (1) full-time police officer from its police department to the School District to serve as an SRO for the academic school year. The selection, appointment, and replacement of the SRO shall be done at the sole discretion of the Chief of Police or his designee, and the Parties acknowledge the officer serving as SRO may periodically change based on the needs of the Huron Police Department and personnel changes.
2. The City shall also provide to the School District the necessary personnel to satisfy core D.A.R.E. curriculum topics. Drug-use prevention education programming shall account for at least one-third (1/3) of the responsibilities of the SRO.
3. The City shall equip the SRO with a vehicle and all related and necessary law enforcement equipment to allow the SRO to fulfill his or his responsibilities.
4. The scheduling of the SRO during the academic school year shall be done at the sole discretion of the Chief of Police or his designee. Upon reasonable notification to the School

District, the Chief of Police or his designee may, at their sole discretion, re-assign the SRO in the event of a disaster or emergency.

5. The School District shall be responsible for one-third (1/3) of the annual actual cost of the SRO salary<sup>1</sup>. The total amount of the SRO's salary shall include all fringe benefits (e.g. health insurance, pension) and shall be governed by the prevailing collective bargaining agreement currently in existence between the City and the Fraternal Order of Police, Ohio Labor Council. However, the total cost payable by the School District shall not exceed the amounts as set forth in Exhibit B attached hereto and expressly incorporated herein. The remaining two-thirds (2/3) annual cost of the SRO salary shall be responsibility of the City and Huron Township as set forth in Exhibit A. The actual annual cost of the SRO, as it pertains to this agreement, does not include uniform allowance, training expenses, and equipment/vehicle expenses. For avoidance of doubt, the Parties intend that the City, Huron Township, and School District share equally in the actual cost of the SRO's salary during the pendency of this Agreement (as may be amended, modified, or extended as referenced in Section 11 hereof).

6. The City is solely responsible for paying the SRO's overtime compensation and shall not invoice the School District for any overtime compensation accrued by the SRO.

7. All parties are encouraged to pursue applications for grant awards to offset the costs of the SRO's salary. All grant award proceeds shall be divided in direct proportion to the actual amount that both the City and School District contribute to the SRO's salary and the annual portion of the SRO's salary shall be offset in equal portions by the receipt of any grant funding received.

8. The School District shall submit its portion of the SRO's salary to the City in biannual installments. The City shall invoice the School District for actual SRO wages and fringe benefits in January and July for the prior six months of services. However, failure of the City to timely invoice the School District does not relieve the School District from its payment obligations. School District payments shall be due on or before March 1 and September 1 of each contract year.

9. Amendments or modifications to this Agreement shall be set forth in writing and executed by all Parties to the Agreement.

10. This Agreement constitutes the sole agreement of the Parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. However, the parties stipulate that this Agreement shall not preclude the City from seeking alternative funding agreements to offset the remaining two-thirds of the SRO's salary.

---

<sup>1</sup> Through a separate agreement, the City has entered into an agreement with Huron Township to share in the cost of the SRO position. Under the terms of that Agreement, Huron Township is responsible for one-third (1/3) of the annual cost of the SRO salary. A copy of the Agreement between the City and Huron Township is attached as Exhibit A hereto and expressly incorporated herein.



11. This Agreement shall be effective upon execution of the Parties and shall continue for a term of three (3) years (School Years: 2023-2024, 2024-2025, and 2025-2026) and shall automatically renew for a period twenty-four (24) months (School Years: 2026-2027 and 2027-2028) unless earlier terminated in writing within 90 days from the expiration of the Agreement. Consistent with the costs shown in Exhibit B, the School's portion of the cost for any renewal term shall not exceed an increase by four percent (4%) for each renewal year.

12. Either party shall have the right to terminate this Agreement upon providing written notice to the other party within 90 days prior to the desired date of termination. Upon termination of the Agreement, the Parties agree that the rate for services received to the end of the 90 day period shall be invoiced with payment due within 30 days of the date of invoice.

13. The invalidity or unenforceability of any term, provision or condition of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable), and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. This Agreement is entered into pursuant to the provisions of all applicable sections of the Ohio Revised Code, and as authorized by resolution adopted by the Huron City Council and the School District's Board of Education.

**IN WITNESS WHEREOF** the parties have hereunto set their names, the City by the signature of the City Manager, and the School District by the signature of the Superintendent to be effective as of the Effective Date.

**CITY OF HURON**

By: \_\_\_\_\_  
City Manager

**HURON CITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Superintendent

**APPROVED AS TO FORM**

Todd A. Schrader  
Law Director

---

CERTIFICATION BY FISCAL OFFICER

I, as the Finance Director for the City of Huron, Ohio, certify that the money required for the within Agreement is in the treasury, to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

---

Cory Swaisgood, Finance Director

**EXHIBIT B**

<b>2023-2026 Contract</b>			
<b>SRO Breakdown between School and TWP</b>			
	23-24 SY	24-25 SY	25-26 SY
Total Cost	\$ 124,000	\$ 128,960	\$ 134,118
<b>Township</b>	<b>\$ 41,333.33</b>	<b>\$ 42,986.67</b>	<b>\$ 44,706.13</b>
<b>School</b>	<b>\$ 41,333.33</b>	<b>\$ 42,986.67</b>	<b>\$ 44,706.13</b>
City	\$ 41,333.33	\$ 42,986.67	\$ 44,706.13



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No . 34-2023 (*submitted by Stuart Hamilton*)  
**DATE:** April 11, 2023

---

### **Subject Matter/Background**

Resolution 62-2022 authorized the MOU between the City and the Erie County Land Reutilization Corporation to fund the demolition of 624 Berlin Road in the Amount of \$62,000. This legislation is to accept this funding in an amount not to exceed \$62,000.

### **Financial Review**

If accepted, the City will request reimbursement from the Land Bank after paying the contractor for services rendered (resolution 82-2022), totaling \$62,000. Transactions will be recorded in the City's Capital Improvement Fund (Fund 401).

### **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. 34-2023 is in order.

[Resolution No. 34-2023 ECLRC Acceptance \\$62,000 Berlin Rd \(1\).docx](#)

RESOLUTION NO. 34-2023  
Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE FUNDING AWARD FROM THE ERIE COUNTY LAND REUTILIZATION CORPORATION PURSUANT TO A MEMORANDUM OF UNDERSTANDING AUTHORIZED BY RESOLUTION NO. 68-2022 ADOPTED ON AUGUST 9, 2022, FOR REIMBURSEMENT OF EXPENSES RELATED TO ASBESTOS ABATEMENT, DEMOLITION OF THE RESIDENCE STRUCTURE AND GRADING AT 624 BERLIN ROAD, HURON, OHIO IN AN AMOUNT NOT TO EXCEED SIXTY-TWO THOUSAND AND 00/100 DOLLARS (\$62,000.00)

WHEREAS, the Huron City Council previously authorized a Memorandum of Understanding ("MOU") between the Erie County Land Reutilization Corporation and the City of Huron (the "City") through Resolution No. 68-2022 adopted on August 9, 2022; and

WHEREAS, at the time the original MOU was executed, the scope of work necessary for asbestos abatements, demolition of the residence, grading and seeding on the property located at 624 Berlin Rd., Huron, Ohio (the "Property") had not yet been determined, and no dollar amount was included as the Erie County Lane Reutilization Corporation's obligation under Paragraph II of the MOU ; and

WHEREAS, the residence at the Property have now been demolished and the costs associated with asbestos abatement, demolition of the residence and regrading of the site have been determined to be in the amount of Sixty-Two Thousand and 00/100 Dollars (\$62,000.00); and

WHEREAS, the Erie County Land Reutilization Corporation has agreed to reimburse the City for its expenses as set forth above in the amount of Sixty-Two Thousand and 00/100 Dollars (\$62,000.00).

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

SECTION 1: That the City Manager be, and he hereby is, authorized to accept the funding award from the Erie County Land Reutilization Corporation pursuant to the Memorandum of Understanding authorized by Resolution No. 68-2022 adopted on August 9, 2022, in an amount not to exceed Sixty-Two Thousand and 00/100 Dollars (\$62,000.00).

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

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

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 35-2023 (*submitted by Stuart Hamilton*)  
**DATE:** April 11, 2023

---

### **Subject Matter/Background**

The original hope was to retain the barn structure for use in the new park – however, we recognized additional structural investigation was needed.

Unfortunately, there was little good news, and so it was decided that the most prudent course of action at this point is to have Ed Burdue (who did the initial demolition) tear the structure down, and remove concrete pad and footers while he still has equipment onsite. This was an additional cost of \$12,000. The County Landbank graciously agreed to fund this additional work and this MOU in front of you tonight is the agreement authorizing this funding.

### **Financial Review**

If accepted, the City will request reimbursement from the Land Bank after paying the contractor for services rendered (resolution 82-2022), totaling \$12,000. Transactions will be recorded in the City's Capital Improvement Fund (Fund 401).

### **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. 35-2023 is in order.

[Resolution No. 35-2023 ECLRC MOU \\$12,000 Acceptance Berlin Rd \(1\).docx](#)

[Resolution No. 35-2023 Exh A ECLRC MOU \\$12,000.pdf](#)

RESOLUTION NO. 35-2023

Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE ERIE COUNTY LAND REUTILIZATION CORPORATION AND THE CITY OF HURON RELATING TO REIMBURSEMENT OF EXPENSES FOR DEMOLITION OF THE BARN STRUCTURE LOCATED AT 624 BERLIN ROAD, HURON, OHIO; AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT THE FUNDING AWARD IN AN AMOUNT NOT TO EXCEED TWELVE THOUSAND AND 00/100 DOLLARS

WHEREAS, the Huron City Council previously authorized a Memorandum of Understanding ("MOU") between the Erie County Land Reutilization Corporation ("ECLRC") and the City of Huron (the "City") through Resolution No. 68-2022 adopted on August 9, 2022; and

WHEREAS, at the time the August 9, 2022 MOU was executed, the City had not yet determined that it would also be necessary to demolish the barn structure located on property located at 624 Berlin Rd., Huron, Ohio (the "Property"); and

WHEREAS, the Erie County Land Reutilization Corporation has agreed to reimburse the City for the additional expense incurred by the City for demolition of the barn structure located on the Property in the amount of Twelve Thousand and 00/100 Dollars (\$12,000.00);

WHEREAS, ECLRC and the City wish to memorialize their agreement by executing the MOU attached hereto as Exhibit "A" and to further authorize the City Manager's acceptance of the grant funds on behalf of the City.

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

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to, enter into a Memorandum of Understanding with the Erie County Land Reutilization Corporation relating to reimbursement of expenses for demolition of the barn structure located at 624 Berlin Rd., Huron, OH in an amount not to exceed Twelve Thousand and 00/100 Dollars (\$12,000.00), which Memorandum of Understanding shall be substantially in the form of Exhibit A attached hereto and made a part hereof.

SECTION 2: That the City Manager is hereby authorized to accept the funding award from the Erie County Land Reutilization Corporation in amount not to exceed Twelve Thousand and 00/100 Dollars (\$12,000).

SECTION 3: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.



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

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_

## **Memorandum of Understanding**

This Memorandum of Understanding ("MOU") is made on and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, ("Effective Date") between the Erie County Land Reutilization Corporation, an Ohio non-profit corporation, ("County") located at 247 Columbus Ave., Sandusky, Ohio, 44870, and The City of Huron ("City") located at 417 Main Street, Huron, Ohio, 44839.

WHEREAS the City plans to demolish the property at 624 Berlin Road, Huron, Ohio; Parcel No: 39-00529.000 ("Property"), and

WHEREAS the County has allocated funding to demolish the structure located on the Property through Delinquent Tax and Assessment Collection funds, and

WHEREAS the Parties' MOU will allow The City of Huron to continue their blight and nuisance abatement efforts

THEREFORE, in consideration of the mutual covenants herein set out, the City and the County agree as follows:

**I. City's Obligations**

- a. The City shall bid and manage the entire demolition project, which shall include but is not limited to all asbestos surveying and mitigation needs, as well as grading and reseeding the Property.
- b. The City shall complete the entire demolition project of the Property by no later than December 31, 2023.
- c. The City shall provide the County with documentation of the demolition project of the Property, including bids and invoices no later than January 31, 2024.

**II. Land Bank's Obligations**

- a. The Land Bank shall reimburse the City for all costs not exceeding \$12,000.00 in the demolition of the structure on 624 Berlin Rd, Huron, Ohio, 44839.

**III. Term**

- a. This MOU shall become effective on the Effective Date and shall expire on the completion of the demolition project.

**IV. Modifications**

- a. This MOU may be amended by either party. All amendments must be in writing and signed by both parties.

**V. Governing Law**

- a. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question between the City, its agents and employees, and the County, its contractors, subcontractors and agents arising out of or relating to this MOU or its breach will be decided in a court of competent jurisdiction within the County of Erie, State of Ohio.

**VI. Merger.**

- a. The provisions of this MOU shall supersede all previous agreements and understandings between the Parties concerning the subject matter hereof.

Erie County Land Reutilization Corporation  
MOU for The City of Huron – 624 Berlin Rd, Huron, Ohio, 44839

**VII. Severability**

- a. If any of the provisions of this MOU are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

**SIGNATURE PAGE TO FOLLOW**

Erie County Land Reutilization Corporation  
MOU for The City of Huron – 624 Berlin Rd, Huron, Ohio, 44839

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be duly executed  
in their respective names, all as of the date hereinbefore written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

City of Huron:

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

Erie County Land Reutilization Corporation:

\_\_\_\_\_



**TO:** Mayor Tapp and City Council  
**FROM:** Cory Swaisgood  
**RE:** Ordinance No. 2023-9 (*submitted by Cory Swaisgood*)  
**DATE:** April 11, 2023

---

### **Subject Matter/Background**

Ordinance No. 2023-9 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. 2023-9 is in order.

[Ordinance No. 2023-9 Appropriations.docx](#)

[2023-9 Exhibit A.pdf](#)

ORDINANCE NO. 2023-9  
Introduced by Joel Hagy

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 27<sup>th</sup> day of December 2022, as amended by Ordinance No. 2023-2 adopted on January 24, 2023, and as amended by Ordinance No. 2023-6 adopted on March 28, 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: \_\_\_\_\_

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

**Exhibit A**

DATE: 4/11/2023  
 ORDINANCE: 2023-9

**Appropriation Measure**

---

**Reason for Appropriation Measure**

The appropriation measures below are necessary for the following reasons:

1. Although the City will receive 100% reimbursement on the demolition of property at the Berlin Road Park for \$12,000 from the Land Bank, supplemental appropriations are necessary to pay the contractor. The transactional activity will be recorded in the Capital Improvement Fund.

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
CAPITAL IMPROVEMENT FUND	401	Buildings	OTHER EXPENSES	\$ 12,000

**NET IMPACT ON TOTAL APPROPRIATIONS** \$ 12,000