



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

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, July 28, 2026 @ 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 July 14, 2026 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)
- V. Old Business**
- VI. New Business**
 - VI.a** Resolution No. 57-2026 (**first reading**) (*submitted by Stuart Hamilton*)
A resolution withdrawing the City's participation in the Huron Joint Recreation District.
 - VI.b** Resolution No. 58-2026 (**first reading**) (*submitted by Doug Steinwart*)
A resolution establishing the Parks & Recreation Advisory Board.
 - VI.c** Resolution No. 59-2026 (*submitted by Stuart Hamilton*)
A resolution to accept the material terms of the settlement agreement among participating subdivisions and Discount Drug Mart, Inc.
 - VI.d** Resolution No. 60-2026 (*submitted by Stuart Hamilton*)
A resolution authorizing an agreement with OHM Advisors for the provision of engineering survey and design services relating to the River Road Traffic Light Project in an amount not to exceed \$42,100.
 - VI.e** Resolution No. 61-2026 (*submitted by Stuart Hamilton*)
A resolution authorizing an agreement with OHM Advisors for the provision of engineering design, construction plan and bidding services relating to the Jim Campbell Blvd Enhanced Crosswalk Project in an amount not to exceed \$39,500.
 - VI.f** Resolution No. 62-2026 (*submitted by Doug Steinwart*)
A resolution authorizing submission of a grant application to the Erie County Solid Waste Management District Recycled Materials Grant in the amount of \$9,606.50 for the replacement of six 8-foot picnic tables located in the Huron Municipal Boat Basin picnic shelters.
 - VI.g** Resolution No. 63-2026 (*submitted by Stuart Hamilton*)
A resolution authorizing a Second Amendment to Contract for Residential Waste Collection and Recycling Services with Republic Services dated June 28, 2023 for the provision of residential waste removal and recycling services for the 3-year extension period of January 1, 2027 through December

31, 2029.

VI.h Ordinance No. 2026-21 (**first reading**) (*submitted by Isaac Phillips*)

An ordinance establishing the rate to be paid by residential property owners for the period of January 2027 through December 2027 for residential solid waste collection and disposal; and further authorizing and directing the Director of Finance to certify the costs of same to the Erie County Auditor for placement on the tax duplicate for collection with other City taxes in 2027.

VI.i Ordinance No. 2026-16 (*submitted by Stuart Hamilton*)

An ordinance amending the Traffic Control Map and Traffic Control File to establish a speed limit of 35mph on US6 between Center Street and the newly constructed roundabout.

VI.j Ordinance No. 2026-19 (*submitted by Isaac Phillips*)

An ordinance determining to proceed with the improvement of certain public places in the City by lighting.

VI.k Ordinance No. 2026-20 (*submitted by Isaac Phillips*)

An ordinance levying special assessments for the improvement of certain public places in the City by lighting for the years 2027, 2028 and 2029.

VII. City Manager's Discussion

VIII. Mayor's Discussion

IX. For the Good of the Order

X. Executive Session(s)

XI. Adjournment



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 57-2026 (**first reading**) (*submitted by Stuart Hamilton*)
DATE: July 28, 2026

Subject Matter/Background

Our HJRD never really functioned as it should have as a fully independent entity. Ideally, the HJRD should have operated under its own budget and revenue sources fully independent of the City, TWP and School District, being its own tax jurisdiction and managed its own staff and equipment. Instead, it operated as a City Department with no real authority. After discussions with our partners, it was decided that disbanding HJRD and moving to a City Parks and Rec Board with representation from the same entities was the best move for the future and for legal and audit reason. After the City resigns, after the second entity resigns, the Board will cease to exist.

Financial Review

The City removing itself from the HJRD will save money currently being used for financial statement preparation and audits specific to HJRD, along with future costs associated with running a true joint rec district that would require costs for official bonding, insurance, clerk and treasurer staff, accounting software, and more. These cost savings can now be put to work in the parks and recreation system.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion placing Resolution No. 57-2026 on its first reading is in order.

[Resolution No. 57-2026 HJRD Withdrawal \(2\).docx](#)

RESOLUTION NO. 57-2026

Introduced by Mark Claus

A RESOLUTION DECLARING THE CITY OF HURON'S WITHDRAWAL OF ITS MEMBERSHIP IN THE HURON JOINT RECREATION DISTRICT ESTABLISHED PURSUANT TO RESOLUTION NO. 1995-16 ADOPTED ON JUNE 12, 1995 AND CERTIFYING SUCH WITHDRAWAL TO THE HURON JOINT RECREATION DISTRICT BOARD.

WHEREAS, the City of Huron agreed in that certain City Resolution No. 1995-16, adopted June 12, 1995 to establish the Huron Joint Recreation District ("HJRD") for the purpose of acquiring, operating and maintaining joint recreational facilities, with members of the HJRD being the City of Huron, 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; and

WHEREAS, pursuant to Ohio Revised Code § 755.181, the City of Huron may withdraw as a member of the HJRD upon certification of a resolution proclaiming a withdrawal to the HJRD's board of trustees; and

WHEREAS, the City of Huron now wishes to withdraw from the HJRD.

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

SECTION 1: That the City of Huron is now withdrawn from the HJRD.

SECTION 2: That this Council hereby authorizes and directs the City Manager to certify this Resolution to the HJRD's board of trustees.

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

SECTION 4: That 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. 58-2026 (**first reading**) (*submitted by Doug Steinwart*)
DATE: July 28, 2026

Subject Matter/Background

The previous legislation, Resolution No. 57-5056 withdraws the City of Huron's participation in the Huron Joint Recreation District pending its adoption on its third reading, leaving the City without an advisory board relating to its parks and recreation facilities. Council can establish the Parks & Recreation Advisory Board by resolution under Charter Section 3.09 ("Action by council which is not required by this charter to be taken by ordinance, or which is not of general public application or interest, may be taken by resolution") and without an ordinance, because Charter Section 3.01 states "Every action of the council establishing any misdemeanor, or providing for the imposition of any penalty, or for the levy of any tax, or the contracting of any indebtedness, or appropriating money, as well as all actions required by this charter to be taken by ordinance.... All other actions may be taken by resolution."

A copy of the proposed Parks & Recreation Advisory Board By-Laws are attached hereto as Exhibit 1.

Financial Review

No financial impact.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion placing Resolution No. 58-2026 on its first reading is in order.

[Resolution No. 58-2026 Parks & Recreation Advisory Committee By-Laws.docx](#)

[Resolution No. 58-2026 Establish Parks & Recreation Advisory Board \(1\).docx](#)



**CITY OF HURON
PARKS & RECREATION ADVISORY BOARD**

BY-LAWS

BOARD MISSION:

The City of Huron Parks and Recreation Advisory Board ("Board") shall strive to preserve, protect, maintain, improve, and enhance the City's natural resources, parkland, and recreational opportunities for all current and future generations.

ARTICLE I. PURPOSE AND RESPONSIBILITIES. These bylaws are adopted by City Council to facilitate performance of the Board's duties as outlined in the City of Huron Resolution Number 58-2026.

A. **PURPOSE.** The Board's purpose is to advise City Council on the operations of the City of Huron Parks and Recreation Department; recommend related policies to City Council; advise City Council on long-term parks and recreation needs; make recommendations to the City Council for investments in facilities or expanded operations; and elicit and take into account citizen input and community engagement regarding City parks and recreation services.

B. **RESPONSIBILITIES.** Each member shall represent and advocate for what each member believes is best for the City of Huron Parks and Recreation Department and the City as a whole, putting aside personal or special interests. The responsibilities of the Board to City Council include:

1. To advise and recommend on the initiation, planning, and design of a system of City parks, facilities, and programs that will accommodate the public's need for parks and recreation activities.
2. To assist with the preparation and development of rules and regulations by which City parks and recreation programs may operate.
3. To monitor and evaluate the effectiveness of City park and recreation programs.
4. To advise and recommend ways and means by which City parks and recreation programs may be improved or strengthened.
5. To support new City parks, programs, and activities as public need may dictate.
6. To recommend a system of fees and charges for use of City parks and recreation facilities or for participation in City parks and recreation programs, and investigate and



recommend alternate sources of funding for City parks and recreation such as grants, gifts, endowments, etc.

7. To assist with the adjudication of complaints, disputes or other grievances from the public arising out of City parks and recreation activities.

8. To evaluate City parks and recreation programs and activities which are offered from year to year.

9. To review and recommend rules and regulations for City parks and recreation facilities in the community and associated programs.

10. To promote a wide range of City parks and recreation programs that will contribute to the meaningful use of leisure time.

11. To review and recommend City parks and recreation operational policies for all properties and assets under the management of the Parks and Recreation Department.

12. To review and recommend a comprehensive plan for City parks and recreation programs.

13. To assist in identifying funding alternatives and other resources for the operation and maintenance of Parks and Recreation Department facilities and programs.

ARTICLE II. MEMBERSHIP.

A. **MEMBERSHIP COMPOSITION.** The board is composed of five (5) members that, unless otherwise specified herein, are to be appointed by Council: one (1) Council member, two (2) at-large members (each appointee must be a resident of either the City of Huron or Huron Township); one (1) member appointed by Huron Township Board of Trustees (appointee must be a resident of Huron Township); and one (1) member appointed by the Huron City Schools. Membership will be on a revolving two (2)-year term.

B. **QUALIFICATIONS.** Each member shall be between the ages of 21 and 75, inclusive, at the time he or she is appointed as a member and at the time of any reappointment of his or her membership pursuant to Article II, Section A.

C. **CHAIRPERSON.** The Board shall elect a Chairperson from among the members of the Board by a majority vote of all the members, who retains their ability to discuss, make motions and vote on issues before the Board. The Board may remove the current Chairperson with or without cause by a majority vote of all the other members of the Board and may appoint a new Chairperson. The Chairperson shall:

1. Review with the Parks & Recreation Member or staff, prior to a Board meeting, the items to be on the Board's meeting agenda;

2. Periodically meet with the Parks and Recreation Member and/or other Parks and Recreation Department staff to review Parks and Recreation Department operation, procedures, and to monitor progress on various Parks and Recreation Department projects.

3. Assist in the interview and selection process for any new Parks and Recreation Member if the need arises.

4. Perform such other duties as may be requested by the Board and serve as the liaison to the City Council/Administration.

D. REMOVAL, VACANCIES. Any member of the Board may be removed at any time for any reason, or no reason, by the entity that appointed such member. When a voluntary, involuntary, or end-of-term vacancy occurs on the Board, a new member shall be appointed in accordance with Article II, Section A.

ARTICLE III. PARKS AND RECREATION BOARD ADDITIONAL RESPONSIBILITIES.

A. The Board shall advise City Council regarding:

1. the acquisition, development, improvement, equipment, and maintenance of city parks and public playgrounds;

2. the future development of the City parks, playgrounds, and recreational facilities, and the purchase of additional land for those purposes; and

3. improvements in the maintenance, operation, and general welfare of the City's parks, playgrounds, and recreational facilities and their use by the public.

B. The Board shall promote close cooperation between the City, Huron Township, Huron City Schools and all private citizens, institutions, and agencies interested in or conducting recreational activities within the City, so that all recreational resources within the City may be coordinated to secure the greatest public welfare.

ARTICLE IV. MEETINGS.

A. REGULAR MEETINGS. Meetings of the Board shall be held the first Tuesday of every second month at 5:30 PM at the location given in the public notice of the meeting.

B. SPECIAL MEETINGS. Special Meetings shall either be called by the Chairperson, or by any two members of the Board.

C. QUORUM. Three (3) voting members of the Board, regardless if vacancies exist or not, present in-person at a meeting shall constitute quorum for the transaction of business and taking of official action for all matters before the Board.

D. MOTIONS. Motions for Board action to be considered by the Board shall be restated by the Chairperson before a vote is taken of the members.

E. VOTING. Voting by the members of the Board on any issue before the Board shall be by voice and shall be recorded as passing or failing. Roll call votes will be recorded only upon request by a member of the Board and shall be recorded by "yes" or "no". Members must be present in-person at a meeting to cast a vote. Voting by proxy shall not occur. Provided a quorum has been established at a meeting, the affirmative vote of a majority of those members present in-person at such meeting shall constitute an action of the Board, except as otherwise specifically provided for herein. If less than a quorum is present at a meeting, the meeting may be adjourned by a majority of those members present.

F. PUBLIC PARTICIPATION.

1. All regular and special meetings, hearings, records, and accounts of the Board shall be open to the public and shall be conducted according to Ohio's Open Meeting Act, ORC §121.22. The public shall be reasonably informed of all public meeting dates and locations. A meeting agenda shall be available to the public at each meeting.

2. Public comment on all non-agenda items may only be presented at the beginning of a meeting, and all public comment on agenda items may only be provided during the public comment period of such agenda item, which is immediately before Board discussion of the relevant agenda item.

3. No other public comment shall be allowed during the meeting, subject to the discretion of the Board, which may direct questions on any agenda item or non-agenda item to members of the public.

ARTICLE V. MISCELLANEOUS.

A. AMENDMENTS TO AND REVIEW OF THESE BYLAWS. These Bylaws may be amended, or new bylaws may be adopted, only by City Council. The Board shall review these Bylaws at least once every three (3) years and provide recommendations to City Council for any modifications thereto.

B. CONFLICT OF INTEREST. All members of the Board shall comply with the Ohio Ethics Law and related statutes that are found in ORC Chapter 102 and §2921.42 and §2921.43. Generally, these laws prohibit public officials and employees from misusing their official positions for their own personal benefit or the benefit of their family members or business associates. Specifically, members of the Board are prohibited from certain action, including but is not limited to:

1. Participating in their public role as a member of the Board in any action that involves the direct interests of the Member, or those of a family member, or another with whom the member has an ongoing private business relationship;

2. Authorizing, or using a public position to secure, a public contract or the investment of public funds in any security that benefits the member, a family member, or a business associate;

3. Improperly profiting from a public contract;

4. Soliciting or accepting substantial and improper things of value, including, outside employment or consultation fees, gifts, or travel, meals and lodging, from those dealing with a public agency;

5. Unauthorized disclosure or use of information deemed confidential by law; and

6. Representing others before any public agency in a matter in which the member was involved, both during, and for a period of time (at least one year) after, leaving the Board.

C. COMPENSATION. The members of the Board shall serve without compensation or remuneration.

RESOLUTION NO. 58-2026

Introduced by Mark Claus

A RESOLUTION ESTABLISHING A CITY PARKS & RECREATION ADVISORY BOARD AND VESTING IN THE CITY PARKS & RECREATION ADVISORY BOARD THE AUTHORITY TO ADVISE CITY COUNCIL ON THE SUPERVISION, MANAGEMENT AND MAINTENANCE OF THE PARKS THAT ARE SITUATED WITHIN THE CITY OF HURON.

WHEREAS, the City of Huron agreed in that certain City Resolution No. 2025-57, adopted August 25, 2026, to withdraw from the Huron Joint Recreation District ("HJRD"), which, before such withdrawal, was responsible for the supervision, management and maintenance of the parks that are within the City of Huron; and

WEREAS, pursuant to Section 2.08(2) of the Charter of the City of Huron, the Council of the City of Huron is authorized, as it deems necessary, to create a board and determine its powers and duties; and

WHEREAS, the Council of the City of Huron wishes to create, and establish the authority of, a board to provide advice to City Council for the supervision, management and maintenance of the parks that are within the City of Huron.

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

SECTION 1. That a board is established and shall be known as the "City Parks & Recreation Advisory Board", with membership of the City Parks & Recreation Advisory Board being established as set forth in the City Parks & Recreation Advisory Board By-Laws adopted by City Council via motion immediately following adoption of this Resolution No. 58-2026, which By-Laws may be amended by a majority vote of Council from time to time as deemed necessary.

SECTION 2. That the City Parks & Recreation Advisory Board is vested with the authority to advise City Council on the supervision, management and maintenance of the parks that are within the City of Huron.

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

SECTION 4: That 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. 59-2026 (*submitted by Stuart Hamilton*)
DATE: July 28, 2026

Subject Matter/Background

A national opioid settlement has been reached with **Discount Drug Mart, Inc.**. This resolution will accept the terms of the Discount Drug Mart Settlement Agreement. The City must "opt in" to participate in the new settlement.

This settlement is another step forward in holding each company that played a role in the opioid epidemic accountable and ensuring hard-hit communities are provided with much-needed resources. The agreement with Discount Drug Mart, Inc. which is subject to final documentation expected to be completed within 30 days, is one of the smaller, regional supermarket pharmacies that still played a significant part in the opioid crisis. Given Discount Drug Mart's place in the opioid food chain, and general small footprint in the distribution of opioids, the global settlement is relatively small-- \$3.5 million for all claimants. They are essentially paying nuisance value on these claims, as all Plaintiffs are pretty much in agreement there are no viable claims to be pursued against them. Huron's portion of this settlement is \$3,375.36

Financial Review

Funds will be accounted for in the opioid settlement fund (232)

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. 59-2026 is in order.

[Resolution No. 59-2026 Opioid Settlement Agreement with Discount Drug Mart \(1\).docx](#)

[EXHIBIT 1 to resolution DDM Participation Agreement \(filled out\)\(2047826.1\).pdf](#)

[EXHIBIT A - List of Plaintiffs - Final.pdf](#)

[EXHIBIT B - DDM Participation Agreement \(1\) \(1\).pdf](#)

[EXHIBIT C - DDM Allocation Amounts \(30 April 2026\) - FINALxx \(1\).pdf](#)

RESOLUTION NO. 59-2026

Introduced by William Biddlecombe

A RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE SETTLEMENT AGREEMENT AMONG PARTICIPATING SUBDIVISIONS AND DISCOUNT DRUG MART, INC.

WHEREAS, the City of Huron, Ohio ("City") is a Charter City formed and organized pursuant to the Constitution and the laws of the State of Ohio; and

WHEREAS, the City was one of thousands of other political subdivisions across the United States which have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the City was one of thousands of other political subdivisions (collectively "Political Subdivisions") across the United States which were engaged in litigation seeking to hold Opioid Pharmaceutical Companies and their supply chains accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, some of the cases were consolidated into a single class action in the Northern District of Ohio Eastern Division styled *In re: National Prescription Opiate Litigation*, MDL 2804, Case No. 1:17-md-2804 (the "Litigation"); and

WHEREAS, a settlement agreement ("Agreement") has been reached in the Litigation to fully and finally resolve all claims between the Political Subdivisions and Defendant Discount Drug Mart, Inc. ("DDM"); and

WHEREAS, the Agreement will enable the City, as one of the Political Subdivisions, to receive funds from DDM pursuant to the terms of said Agreement as restitution and remediation for harm caused by the Defendant and others within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, to participate in the Agreement and receive a portion of said sums, the City is required to execute and return a "Discount Drug Mart Settlement Participation Agreement", a copy of which is attached hereto as Exhibit 1; and

WHEREAS, the Council wishes to agree to the material terms of the proposed Agreement with DDM and participate in the proposed settlement:

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

SECTION 1: That Council hereby authorizes the City Manager to accept on behalf of the City the terms of the Settlement Agreement Among Participating Subdivisions and Discount Drug Mart, Inc., a copy of which is on file with the City, by executing on behalf of the City all documents necessary for acceptance of the Agreement.

SECTION 2: 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.

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

EXHIBIT 1

EXHIBIT B to Discount Drug Mart Settlement Agreement

Discount Drug Mart Settlement Participation Agreement

Governmental Entity: City of Huron

State: Ohio

Authorized Official: Stuart Hamilton

Address 1: 417 Main St.

Address 2:

City, State, Zip: Huron, Ohio 44839

Phone: 419-433-5000

Email: stuart.hamilton@huronohio.us

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Discount Drug Mart Settlement Agreement (Exhibit D) and the Allocation Schedule (Exhibit C), and acting through the undersigned authorized official, hereby elects to participate in the Discount Drug Mart Settlement Agreement and release all Released Claims against all Released Entities,¹ and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Discount Drug Mart Settlement Agreement, understands all terms in the Discount Drug Mart Settlement Agreement, and agrees that by the Discount Drug Mart Settlement Agreement, the Governmental Entity elects to become a Releasor as defined therein.
2. The Governmental Entity shall promptly, and in any event within 7 business days of the Effective Date and payment of the settlement funds dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Discount Drug Mart Settlement Agreement pertaining to Releasors as defined therein.
4. The Governmental Entity has the right to enforce the Discount Drug Mart Settlement Agreement as provided therein.
5. The Governmental Entity, as a Party to the Discount Drug Mart Settlement Agreement, hereby becomes a Releasor for all purposes in the Discount Drug Mart Settlement Agreement, including but not limited to all provisions of Section 5 of the Discount Drug Mart Settlement

¹ Capitalized terms shall have the same meaning as in the Discount Drug Mart Settlement Agreement.

Agreement, and along with all departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Governmental Entity exercises governing, fiscal, or budgetary authority or control, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Discount Drug Mart Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Discount Drug Mart Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Discount Drug Mart Settlement Agreement, to which the Governmental Entity hereby agrees. To the extent this form is interpreted differently from the Discount Drug Mart Settlement Agreement in any respect, the Discount Drug Mart Settlement Agreement controls.

IN WITNESS WHEREOF, this Discount Drug Mart Settlement Participation Agreement has been read and signed by the duly authorized representative of the Governmental Entity signing below.

Signed: _____

By: Stuart Hamilton

Its: City Manager

Date: _____

EXHIBIT A - PLAINTIFFS

DDM-Pending Cases (Cities, Counties, Twps)

	Caption	MDL Case No.
1	City of Lorain v. Purdue	1:17-op-45000
2	County of Cuyahoga et al. v. Purdue	1:17-op-45004
	The State of Ohio <i>ex rel</i>	
	Michael O' Malley	
3	Ashland Cty Bd. v. AmerisourceBergen	1:18-op-45012
4	Fairfield Cty. Bd. v. AmerisourceBergen	1:18-op-45038
5	Morrow Cty. Bd. v. AmerisourceBergen	1:18-op-45059
6	Cty. of Lorain v. Purdue	1:18-op-45078
7	County of Summit et al. v. Purdue	1:18-op-45090
	Summit County Combined General Health District	
	City of Akron, Ohio	
	City of Barberton, Ohio	
	Village of Boston Heights, Ohio	
	Boston Township, Ohio	
	Village of Clinton, Ohio	
	Copley Township, Ohio	
	Coventry Township, Ohio	
	City of Cuayhoga Falls, Ohio	
	City of Fairlawn, Ohio	
	City of Green, Ohio	
	Village of Lakemore, Ohio	
	Village of Mogadore, Ohio	
	City of Monroe Falls, Ohio	
	City of New Franklin, Ohio	
	City of Norton, Ohio	
	Village of Peninsula, Ohio	
	Village of Richfield, Ohio	
	Village of Silver Lake, Ohio	
	Springfield Township, Ohio	
	City of Stow, Ohio	
	City of Tallmadge, Ohio	
	Valley Fire District	
	City of Macedonia, Ohio	
	Sherri Bevan Walsh, Summit County Prosecutor	
	Eve Belfance, Director of Law for the City of Akron	
	Lisa Miller, Director of Law for the City of Barberton	
	Ed Pullekins, Solicitor for Boston Township	
	Irv Sugarman, Law Solicitor for Copley Township, Coventry Township,Village of Lakemore	
	Russ Balthis, Law Director for the City of Cuyahoga Falls	
	Bryan Nace, Law Director for the City of Fairlawn	
	Bill Chris, Interim Law Director for the City of Green	
	Mark Guidetti, City Law Director for the City of Macedonia	
	Joel Reed, Law Director for the Village of Mogadore	
	Tom Kostoff, Law Director for the City of Monroe Falls	
	Thomas Musarra, Law Director for the City of New Franklin	
	Justin Markey, Law Director of the City of Norton	
	Brad Bryan, Solicitor for the Village of Peninsula	
	William Hanna, Law Solicitor for the Village of Richfield	
	Bob Heydorn, Solicitor for the Village of Silver Lake	
	Warren Price, Township Administrator & Legal Counsel for Springfield Township	
	Megan Raber, Director of Law for the City of Tallmadge	
	Chief Criedel, Fire Chief for Valley Fire District	
	Amber Zibritosky, Law Director for the City of Stow	
	Marshal Pitchford, Law Director for the Village of Mogadore	
8	City of Cleveland et al. v. Purdue	1:18-op-45132
	The State of Ohio <i>ex rel</i>	
	Barbara Langhenry, Director of Law for the City of Cleveland	
9	Wayne Cty. Bd. v. AmerisourceBergen	1:18-op-45150
10	Franklin Cty. Bd. v. AmerisourceBergen	1:18-op-45162
11	City of Lebanon v. AmerisourceBergen	1:18-op-45163
12	Sandusky Cty. Bd. v. Purdue	1:18-op-45254
13	Geauga Cty. Bd. v. AmerisourceBergen	1:18-op-45256
14	Delaware Cty. Bd. v. AmerisourceBergen	1:18-op-45266
15	Crawford Cty. Bd. v. AmerisourceBergen	1:18-op-45288
16	Erie Cty. Bd. v. AmerisourceBergen	1:18-op-45291
17	Huron Cty. Bd. v. AmerisourceBergen	1:18-op-45292
18	City of Barberton et al. v. Purdue	1:18-op-45767
	Village of Boston Heights, Ohio	
	Boston Township, Ohio	
	Village of Clinton, Ohio	
	Copley Township, Ohio	
	Coventry Township, Ohio	
	City of Cuayhoga Falls, Ohio	
	City of Fairlawn, Ohio	
	City of Green, Ohio	
	Village of Lakemore, Ohio	
	Village of Mogadore, Ohio	
	City of Monroe Falls, Ohio	
	City of New Franklin, Ohio	
	City of Norton, Ohio	
	Village of Peninsula, Ohio	
	Village of Richfield, Ohio	
	Village of Silver Lake, Ohio	
	Springfield Township, Ohio	
	City of Stow, Ohio	
	City of Tallmadge, Ohio	
	Summit County Public Health	
	Valley Fire District	
	State of Ohio, <i>ex rel</i>	
	Lisa Miller, Director of Law for the City of Barberton	
	Megan Raber, Director of Law for the City of Tallmadge	
	Russ Balthis, Law Director for the City of Cuyahoga Falls	
	Bryan Nace, Law Director for the City of Fairlawn	
	Bill Chris, Interim Law Director for the City of Green	
	Marshal Pitchford, Law Director for the Village of Mogadore	
	Tom Kostoff, Law Director for the City of Monroe Falls	
	Irving Sugarman, Law Solicitor for Copley Township, Coventry Township,Village of Lakemore	
	Justin Markey, Law Director of the City of Norton	
	Amber Zibritosky, Law Director for the City of Stow	
	Ed Pullekins, Solicitor for Boston Township	
	Brad Bryan, Solicitor for the Village of Peninsula	
	William Hanna, Law Solicitor for the Village of Richfield	
	Bob Heydorn, Solicitor for the Village of Silver Lake	
	Warren Price, Township Administrator & Legal Counsel for Springfield Township	
19	City of North Ridgeville v. Purdue	1:18-op-46015
20	Wyandot Cty. Bd. v. AmerisourceBergen	1:18-op-46078
21	Carroll Cty. Bd. v. AmerisourceBergen	1:18-op-46079
22	City of Ashland v. AmerisourceBergen	1:18-op-46203
23	Tuscarawas Cty. Bd. v. Purdue	1:19-op-45098
	The State of Ohio, <i>ex rel</i>	
	Ryan Syer, Prosecuting Attorney of Tuscarawas County	
24	County of Medina v. Purdue	1:19-op-45839
	The State of Ohio, <i>ex rel</i>	
	S. Forrest Thompson, Prosecuting Attorney of Medina County	
25	Village of Lexington v. Actavis LLC et al	1:2021op45109
26	City of Parma v. Purdue Pharma L.P., et al	1:17-op-45001
27	County of Lake v. Purdue Pharma L.P. et al	1:18-op-45032
28	City of Broadview Heights v. Purdue Pharma L.P. et al	1:18-op-45330
29	City of Mansfield v. Purdue Pharma L.P. et al	1:18-op-45380
30	City of North Royalton v.AmerisourceBergen Drug Corporation, et al	1:18-op-45427
31	City of Huron v. Cardinal Health Inc. et al	1:18-op-45431
32	City of East Cleveland, Ohio v.AmerisourceBergen Drug Corporation et al	1:18-op-45448
33	Village of Newburgh Heights, Ohio v. AmerisourceBergen Drug Corporation et al	1:18-op-45449
34	Village of Brooklyn Heights v.AmerisourceBergen Drug Corporation et al	1:18-op-45450
35	City of Mayfield Heights v.AmerisourceBergen Drug Corporation et al	1:18-op-45635
36	City of Lyndhurst v. AmerisourceBergen Drug Corporation et al	1:18-op-45636
37	City of Wickliffe v. AmerisourceBergenDrug Corporation et al	1:18-op-45637
38	City of Parma Heights v. Purdue PharmaL.P. et al	1:18-op-45773
39	City of Sandusky v. Purdue Pharma L.P. et al	1:18-op-45788
40	City of Garfield Heights v. Purdue Pharma L.P. et al	1:18-op-45999
41	City of North Olmsted v. Purdue PharmaL.P. et al	1:18-op-46012
42	City of Euclid v. Purdue Pharma L.P. et al	1:18-op-46013
43	City of Olmsted Falls v. Purdue PharmaL.P. et al	1:18-op-46014
44	Township of Painesville v. Purdue Pharma, L.P., et al	1:18-op-46035
45	City of Strongsville v. Purdue Pharma, L.P., et al	1:18-op-46111
46	City of Norwalk v. Purdue Pharma L.P. et al	1:18-op-46351
47	City of Seven Hills v. Purdue Pharma, L.P., et al	1:19-op-45413
48	City of Elyria v. Purdue Pharma, L.P., et al	1:19-op-45080

EXHIBIT B to Discount Drug Mart Settlement Agreement

Discount Drug Mart Settlement Participation Agreement

Governmental Entity:

State:

Authorized Official:

Address 1:

Address 2:

City, State, Zip:

Phone:

Email:

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Discount Drug Mart Settlement Agreement (Exhibit D) and the Allocation Schedule (Exhibit C), and acting through the undersigned authorized official, hereby elects to participate in the Discount Drug Mart Settlement Agreement and release all Released Claims against all Released Entities,¹ and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Discount Drug Mart Settlement Agreement, understands all terms in the Discount Drug Mart Settlement Agreement, and agrees that by the Discount Drug Mart Settlement Agreement, the Governmental Entity elects to become a Releasor as defined therein.
2. The Governmental Entity shall promptly, and in any event within 7 business days of the Effective Date and payment of the settlement funds dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Discount Drug Mart Settlement Agreement pertaining to Releasors as defined therein.
4. The Governmental Entity has the right to enforce the Discount Drug Mart Settlement Agreement as provided therein.
5. The Governmental Entity, as a Party to the Discount Drug Mart Settlement Agreement, hereby becomes a Releasor for all purposes in the Discount Drug Mart Settlement Agreement, including but not limited to all provisions of Section 5 of the Discount Drug Mart Settlement

¹ Capitalized terms shall have the same meaning as in the Discount Drug Mart Settlement Agreement.

Agreement, and along with all departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Governmental Entity exercises governing, fiscal, or budgetary authority or control, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Discount Drug Mart Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Discount Drug Mart Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Discount Drug Mart Settlement Agreement, to which the Governmental Entity hereby agrees. To the extent this form is interpreted differently from the Discount Drug Mart Settlement Agreement in any respect, the Discount Drug Mart Settlement Agreement controls.

IN WITNESS WHEREOF, this Discount Drug Mart Settlement Participation Agreement has been read and signed by the duly authorized representative of the Governmental Entity signing below.

Signed: _____

By: _____

Its: _____

Date: _____

EXHIBIT C - ALLOCATION AMOUNTS

Discount
Drug Mart
Settlement

\$3,237,500

Column1	Caption	MDL Case No.	Subdivision Name	PEC ID	One Ohio %	DDM Allocation %	Settlement Amount
1	City of Lorain v. Purdue	1:17-op-45000	Lorain city	36204700700000	0.25760000%	0.97570000%	\$31,588.91
2	County of Cuyahoga et al. v. Purdue	1:17-op-45004	Cuyahoga County	36101801800000	6.08450000%	23.04670000%	\$746,135.86
3	Ashland Cty Bd. v. AmerisourceBergen	1:18-op-45012	Ashland County	36100300300000	0.18770000%	0.71090000%	\$23,016.69
4	Fairfield Cty. Bd. v. AmerisourceBergen	1:18-op-45038	Fairfield County	36102302300000	0.56780000%	2.15060000%	\$69,626.56
5	Morrow Cty. Bd. v. AmerisourceBergen	1:18-op-45059	Morrow County	36105905900000	0.19940000%	0.75510000%	\$24,447.75
6	Cty. of Lorain v. Purdue	1:18-op-45078	Lorain County	36104704700000	1.21450000%	4.60020000%	\$148,931.84
7	County of Summit et al. v. Purdue	1:18-op-45090	Summit County	36107707700000	2.99600000%	11.34840000%	\$367,404.35
	City of Akron, Ohio		Akron city (SUMMIT)	36207700100000	0.80120000%	3.03470000%	\$98,249.81
	City of Barberton, Ohio		Barberton city (SUMMIT)	36207700200000	0.10580000%	0.40090000%	\$12,980.12
	Village of Boston Heights, Ohio		Boston Heights village (SUMMIT)	36207700300000	0.00700000%	0.02660000%	\$860.76
	Boston Township, Ohio		BOSTON TOWNSHIP (SUMMIT)	36307700200000	0.00030000%	0.00130000%	\$40.83
	Village of Clinton, Ohio		Clinton village (SUMMIT)	36207700400000	0.00100000%	0.00390000%	\$126.80
	Copley Township, Ohio		COPLEY TOWNSHIP (SUMMIT)	36307700300000	0.05860000%	0.22210000%	\$7,190.16
	Coventry Township, Ohio		COVENTRY TOWNSHIP (SUMMIT)	36307700400000	0.01020000%	0.03880000%	\$1,256.21
	City of Cuayhoga Falls, Ohio		Cuyahoga Falls city	36207700500000	0.16470000%	0.62390000%	\$20,199.30
	City of Fairlawn, Ohio		Fairlawn city (SUMMIT)	36207750200000	0.06140000%	0.23260000%	\$7,529.74
	City of Green, Ohio		Green city (SUMMIT)	36207740100000	0.07710000%	0.29190000%	\$9,450.05
	Village of Lakemore, Ohio		Lakemore village (SUMMIT)	36207700700000	0.00760000%	0.02880000%	\$931.68
	Village of Mogadore, Ohio		Mogadore village (PORTAGE, SUMMIT)	36207700800000	0.00980000%	0.03710000%	\$1,199.88
	City of Monroe Falls, Ohio		Munroe Falls city	36207700900000	0.01320000%	0.04990000%	\$1,614.05
	City of New Franklin, Ohio		New Franklin city (SUMMIT)	36207730000000	0.02670000%	0.10120000%	\$3,276.46
	City of Norton, Ohio		Norton city (SUMMIT, WAYNE)	36207750300000	0.03400000%	0.12890000%	\$4,174.00
	Village of Peninsula, Ohio		Peninsula village (SUMMIT)	36207701100000	0.00460000%	0.01740000%	\$562.02
	Village of Richfield, Ohio		Richfield village (SUMMIT)	36207780100000	0.03640000%	0.13770000%	\$4,458.52
	Village of Silver Lake, Ohio		Silver Lake village (SUMMIT)	36207701300000	0.00790000%	0.03000000%	\$971.44
	Springfield Township, Ohio		Springfield Township (SUMMIT)	36307701400000	0.04270000%	0.16170000%	\$5,236.54
	City of Stow, Ohio		Stow city (SUMMIT)	36207750100000	0.13420000%	0.50830000%	\$16,455.38
	City of Tallmadge, Ohio		Tallmadge city (PORTAGE, SUMMIT)	36207701400000	0.05280000%	0.20000000%	\$6,474.91
	City of Macedonia, Ohio		Macedonia city (SUMMIT)	36207770100000	0.04790000%	0.18150000%	\$5,875.92
8	City of Cleveland et al. v. Purdue	1:18-op-45132	Cleveland city	36201801400000	1.63710000%	6.20110000%	\$200,761.50
9	Wayne Cty. Bd. v. AmerisourceBergen	1:18-op-45150	Wayne County	36108508500000	0.20530000%	0.77750000%	\$25,171.83
10	Franklin Cty. Bd. v. AmerisourceBergen	1:18-op-45162	Franklin County	36102502500000	5.26270000%	19.93400000%	\$645,363.86
11	City of Lebanon v. AmerisourceBergen	1:18-op-45163	Lebanon city	36208300500000	0.07940000%	0.30090000%	\$9,740.13
12	Sandusky Cty. Bd. v. Purdue	1:18-op-45254	Sandusky County	36107207200000	0.27940000%	1.05830000%	\$34,261.18
13	Geauga Cty. Bd. v. AmerisourceBergen	1:18-op-45256	Geauga County	36102802800000	0.36690000%	1.38960000%	\$44,987.88
14	Delaware Cty. Bd. v. AmerisourceBergen	1:18-op-45266	Delaware County	36102102100000	0.43790000%	1.65860000%	\$53,697.69

Column1	Caption	MDL Case No.	Subdivision Name	PEC ID	One Ohio %	DDM Allocation %	Settlement Amount
15	Crawford Cty. Bd. v. AmerisourceBergen	1:18-op-45288	Crawford County	36101701700000	0.23600000%	0.89380000%	\$28,937.02
16	Erie Cty. Bd. v. AmerisourceBergen	1:18-op-45291	Erie County	36102202200000	0.41210000%	1.56090000%	\$50,534.19
17	Huron Cty. Bd. v. AmerisourceBergen	1:18-op-45292	Huron County	36103903900000	0.33080000%	1.25320000%	\$40,571.28
18	City of North Ridgeville v. Purdue	1:18-op-46015	North Ridgeville city	36204750300000	0.10000000%	0.37870000%	\$12,261.59
19	Wyandot Cty. Bd. v. AmerisourceBergen	1:18-op-46078	Wyandot County	36108808800000	0.08720000%	0.33030000%	\$10,693.96
20	Carroll Cty. Bd. v. AmerisourceBergen	1:18-op-46079	Carroll County	36101001000000	0.11590000%	0.43910000%	\$14,215.11
21	City of Ashland v. AmerisourceBergen	1:18-op-46203	Ashland city	36200300100000	0.06160000%	0.23350000%	\$7,558.87
22	Tuscarawas Cty. Bd. v. Purdue	1:19-op-45098	Tuscarawas County	36107907900000	0.33840000%	1.28170000%	\$41,494.94
23	County of Medina v. Purdue	1:19-op-45839	Medina County	36105205200000	0.71150000%	2.69500000%	\$87,252.20
24	Village of Lexington v. Actavis LLC et al	1:21-op-45109	Lexington village	36207000300000	0.00850000%	0.03210000%	\$1,039.35
25	City of Parma v. Purdue	1:17-op-45001	Parma city	36201804200000	0.14030000%	0.53140000%	\$17,204.89
26	County of Lake v. Purdue Pharma L.P. et al	1:18-op-45032	Lake County	36104304300000	1.16320000%	4.40610000%	\$142,648.85
27	City of Broadview Heights v. Purdue Pharma L.P. et al	1:18-op-45330	Broadview Heights city	36201800900000	0.02060000%	0.07810000%	\$2,528.58
28	City of Mansfield v. Purdue Pharma L.P. et al	1:18-op-45380	Mansfield city	36207000500000	0.19460000%	0.73710000%	\$23,864.35
29	City of North Royalton v.AmerisourceBergen Drug Corporation, et al	1:18-op-45427	North Royalton city	36201803700000	0.04460000%	0.16890000%	\$5,467.28
30	City of Huron v. Cardinal Health Inc. et al	1:18-op-45431	Huron city	36202200400000	0.02750000%	0.10430000%	\$3,375.36
31	City of East Cleveland, Ohio v.AmerisourceBergen Drug Corporation	1:18-op-45448	East Cleveland city	36201801700000	0.05070000%	0.19220000%	\$6,222.33
32	Village of Newburgh Heights, Ohio v. AmerisourceBergen Drug	1:18-op-45449	Newburgh Heights village	36201803400000	0.00390000%	0.01470000%	\$477.08
33	Village of Brooklyn Heights v.AmerisourceBergen Drug Corporation	1:18-op-45450	Brooklyn Heights village	36201801100000	0.00920000%	0.03480000%	\$1,125.08
34	City of Mayfield Heights v.AmerisourceBergen Drug Corporation et	1:18-op-45635	Mayfield Heights city	36201803100000	0.04180000%	0.15850000%	\$5,129.84
35	City of Lyndhurst v. AmerisourceBergen Drug Corporation et al	1:18-op-45636	Lyndhurst city	36201802800000	0.03080000%	0.11670000%	\$3,777.01
36	City of Wickliffe v. AmerisourceBergenDrug Corporation et al	1:18-op-45637	Wickliffe city	36204301400000	0.04940000%	0.18710000%	\$6,056.32
37	City of Parma Heights v. Purdue PharmaL.P. et al	1:18-op-45773	Parma Heights city	36201804300000	0.02970000%	0.11230000%	\$3,636.04
38	City of Sandusky v. Purdue Pharma L.P. et al	1:18-op-45788	Sandusky city	36202200700000	0.11470000%	0.43440000%	\$14,063.21
39	City of Garfield Heights v. Purdue Pharma L.P. et al	1:18-op-45999	Garfield Heights city	36201802000000	0.04660000%	0.17650000%	\$5,713.53
40	City of North Olmsted v. Purdue PharmaL.P. et al	1:18-op-46012	North Olmsted city	36201803500000	0.03640000%	0.13770000%	\$4,458.49
41	City of Euclid v. Purdue Pharma L.P. et al	1:18-op-46013	Euclid city	36201801800000	0.08520000%	0.32260000%	\$10,444.70
42	City of Olmsted Falls v. Purdue PharmaL.P. et al	1:18-op-46014	Olmsted Falls city	36201803900000	0.01060000%	0.04010000%	\$1,296.89
43	Township of Painesville v. Purdue	1:18-op-46035	Painesville township	36304300600000	0.03040000%	0.11510000%	\$3,726.56
44	City of Strongsville v. Purdue	1:18-op-46111	Strongsville city	36201805100000	0.06720000%	0.25460000%	\$8,243.86
45	City of Norwalk v. Purdue Pharma L.P. et al	1:18-op-46351	Norwalk city	36203900600000	0.06110000%	0.23140000%	\$7,491.66
46	City of Seven Hills v. Purdue	1:19-op-45413	Seven Hills city	36201804700000	0.01900000%	0.07180000%	\$2,325.06
47	City of Elyria	1:19-op-45080	Elyria city	36204700400000	0.23990000%	0.90850000%	\$29,413.92



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 60-2026 (*submitted by Stuart Hamilton*)
DATE: July 28, 2026

Subject Matter/Background

This legislation is for design and bidding services in the amount of \$42,100 for a proposed set of traffic lights at the River Road/Rt6 intersection. With in increased traffic at the boat ramp and River Road, and the proposed development on the Conagra site, it was deemed time to investigate adding traffic lights to this intersection. Staff carried out a traffic study with ODOT and it was deemed that a light was not warranted, which means that ODOT would not assist with the cost of design, purchase of install. The cost of this project will fall solely on the City. As part of the design proposal, we will receive an engineer's estimate for the project, and at that time it will be decided if the City has the fund to proceed.

Financial Review

Project spend will be accounted for in general capital, fund 401.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 60-2026 is in order.

[Resolution No. 60-2026 OHM Design River Road Intersection \\$42,100.docx](#)

[Resolution No. 60-2026 Exh A OHM Advisors Proposal Design and Survey.pdf](#)

RESOLUTION NO. 60-2026

Introduced by Tom Harris

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR ENGINEERING SURVEY AND DESIGN SERVICES RELATED TO THE RIVER ROAD STREET LIGHT PROJECT IN AN AMOUNT NOT TO EXCEED FORTY-TWO THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$42,100.00)

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with OHM Advisors for engineering survey and design services for the River Road Street Light Project in an amount not to exceed Forty-Two Thousand One Hundred and 00/100 Dollars (\$42,100.00), which agreement shall be in 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 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: _____



June 5, 2026

City of Huron
Stuart Hamilton
417 Main Street
Huron, Ohio 44839

RE: Proposal for Professional Services
US-6 & River Road Traffic Signal

Dear Stu:

OHM Advisors (OHM) is pleased to submit this Proposal for Professional Services supporting the removal and relocation of the traffic signal at the intersection of US-6 and Center Street to the intersection of US-6 and River Road. We truly enjoy working with the City of Huron to improve its transportation facilities and to make the City a safer place for all residents.

Statement of Understanding

The project will consist of relocating existing span wire traffic signal elements from the intersection of US-6 and Center Street in the City of Huron to the intersection of US-6 and River Road and installing the necessary proposed traffic signal elements to ensure proper operation. The project will include installing vehicle detection along River Road. The project is expected to be funded with local funds. The scope of service will include traffic signal and traffic control construction plans prepared using ODOT design and plan preparation standards. Plans will be based on a field topo survey and alignment retracement.

Scope of Services

Our Scope of Services includes the following tasks required to complete engineering services.

Task 1 – Preliminary Analysis

1. Analyze and measure the existing strain pole signal supports at the intersection of US-6 and Center Street to determine their design information.
2. Complete a description of signal relocation work and an estimate of approximate cost to complete.

Task 2 – Preliminary Design

1. Conduct a project kick-off meeting with the City of Huron to confirm scope, schedule, and deliverables.
2. Initiate utility coordination with affected companies and document correspondence.
3. Conduct a field topo survey, Right-of-Way research, alignment retracement, monument recovery, and updated aerial imagery.
4. Prepare the Preliminary Design plans (similar to ODOT Stage 2 plans) for review by the City. The Preliminary Design plans will consist of the following:
 - a. Title Sheet



- b. General Notes
 - c. Traffic Signal Plan depicting existing & proposed signal support, signal heads, and controller location
 - d. Traffic Control Plan depicting proposed pavement markings and existing & proposed signage
5. Prepare a preliminary construction cost estimate.
6. Submit Preliminary plans to the City and utilities.

Deliverables

- Preliminary plans
- Preliminary construction cost estimate
- Preliminary utility coordination log and utility conflict spreadsheet
- Supplemental traffic signal design calculations
- Kick-off meeting minutes

Task 3 – Final Design

1. Attend a meeting with the City to discuss Preliminary Design review comments.
2. Address review comments received during the Preliminary Design plan review.
3. Continue utility coordination with affected companies and document correspondence.
4. Prepare the Final Design plans, including:
 - a. Title Sheet
 - b. General Notes
 - c. General Summary
 - d. Traffic Signal General Notes
 - e. Traffic Signal/Traffic Control Subsummary
 - f. Traffic Signal/Traffic Control Plan
 - g. Traffic Signal Details
5. Prepare a final construction cost estimate.
6. Submit Final plans to the City and utilities.

Deliverables

- Final plans
- Final cost estimate
- Final utility coordination log and updated utility conflict spreadsheet
- Responses to Preliminary Design review comments
- Preliminary Design review meeting minutes

Task 4 – Bid Process, Review, and Award

1. Addendums/Clarifications
 - a. Provide written explanations to all bidders for any questions regarding the bid documents and plans, including any necessary supporting documents, and distribute addendums/clarifications via email to plan holders.



- b. Depending on the size and complexity of the project, multiple addendums/clarifications may be required for the project.
2. Post-Bid Activities
 - a. Evaluate bids and contractor qualifications.
 - b. Attend a pre-award meeting to review all bid items with the apparent low bidder.
 - c. Provide a Summary of Bids to the City.
3. The fee provided includes one bidding process only. In the event the project requires a rebid, a contract modification will be submitted for the additional bidding services provided. Additional services will commence upon approval of the contract modification.

Deliverables

- ▼ Addendums/clarifications to bidders via email.
- ▼ Evaluation of bid and contractor qualifications
- ▼ Summary of Bids

Additional as-needed items may arise during the development of the design, which were not anticipated at the time this proposal was prepared. These efforts will not be completed until written authorization has been provided by the City agreeing to the extra work, and the budget allowance for this task will not be used without advanced authorization from the City. OHM will prepare a Scope of Services and a budget for each item for approval by the City before proceeding.

Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services for Task 1 – Task 5 will be performed on a lump sum basis.

Task	Fee
Task 1 – Preliminary Analysis	\$ 2,200
Task 2 – Preliminary Design	\$ 16,500
Task 3 – Final Design	\$ 20,400
Task 4 – Bid Process, Review, and Award	\$ 3,000
Total All Tasks	\$ 42,100

Notes:

1. Fees were determined based on the noted assumptions. OHM Advisors proposes to confirm these assumptions with the Client prior to commencing services.
2. The cost associated with each task assumes authorization and execution of all tasks.
3. The project includes one initial kick-off meeting and one plan review meeting. Any additional meetings will be discussed with the Client, and scope/fee adjustments will be negotiated prior to proceeding.
4. “**Lump Sum**” fees, as proposed, shall be invoiced at the exact number shown.



Clarifications and Assumptions

Our Proposal was prepared based on the following assumptions:

- ▶ Additional Services. If additional labor effort is required due to:
 - a. Meetings beyond those described in the Work Plan
 - b. Client-directed schedule changes
 - c. Design revisions that depart from the approved direction or require rework of completed submissions
- ▶ OHM Advisors will negotiate an amendment with the Client prior to performing such services. No Additional Services will be performed without written authorization from the Client.
- ▶ All deliverables will be submitted electronically in CADD, GIS, and/or PDF format, as applicable.
- ▶ Construction services are not included and, if required, will be addressed under a separate agreement and fee.
- ▶ Right-of-Way acquisition is not expected to be required for this project.

Client Responsibilities

- ▶ The City of Huron will provide the following, if available, to assist us with the project: prior as-builts and existing plans, plat maps, site surveys indicating existing topography, access to signal cabinets, easements, and utility line information. The City will provide these items within two (2) weeks of authorization to proceed.

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal and the Terms & Conditions will form our agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me at russ.critelli@ohm-advisors.com or 216-865-1339.

Sincerely,

Acceptance
City of Huron

Russ Critelli, PE, PMP
Principal

06/05/2026

Date

Stuart Hamilton, City Manager

Date

Attachments: Terms and Conditions

TERMS & CONDITIONS

1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. **OPINIONS OF PROBABLE COST.** OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 61-2026 (*submitted by Stuart Hamilton*)
DATE: July 28, 2026

Subject Matter/Background

This legislation is for design and bidding services in the amount of \$39,500. A high visibility crossing was suggested multiple times at the corner of JCB and Lake Erie Electric Trail. After conversations with the schools it was decided to investigate further. Staff applied for grant funding and thanks to our partners at ODOT were awarded \$163,500. This crossing will be a high visibility crossing, constructed as a multi-use crossing, making it wider than traditional crossings to accommodate various forms of traffic. It is planned to construct in 2027.

Financial Review

The crosswalk project will be accounted for through the general capital improvement account. (Fund 401)

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 61-2026 is in order.

[Resolution No. 61-2026 OHM Design Jim Campbell Blvd Enhanced Crosswalk \\$39,500 \(1\).docx](#)

[Resolution No. 61-2026 Exh A ERI Jim Campbell Blvd Enhanced Crosswalk_Proposal.pdf](#)

RESOLUTION NO. 61-2026
Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR ENGINEERING DESIGN, CONSTRUCTION PLAN AND BIDDING SERVICES RELATED TO THE ERI-JIM CAMPBELL BLVD ENHANCED CROSSWALK PROJECT (PID 125707) IN AN AMOUNT NOT TO EXCEED THIRTY-NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$39,500.00)

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with OHM Advisors for engineering design, construction plan and bidding services for the ERI-Jim Campbell Blvd Enhanced Crosswalk Project (PID 125707) in an amount not to exceed Thirty-Nine Thousand Five Hundred and 00/100 Dollars (\$39,500.00), which agreement shall be in 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 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: _____



July 8, 2026

Mr. Stuart Hamilton
City Manager
City of Huron
417 Main Street
Huron, OH 44839

RE: Proposal for Professional Services
ERI-Jim Campbell Blvd Enhanced Crosswalk
ODOT PID No. 125707

Dear Mr. Hamilton:

OHM Advisors (OHM) is pleased to submit this Proposal for Professional Services supporting the above-referenced project. Our proposal outlines the work efforts necessary to complete the design of the ERI-Jim Campbell Blvd Enhanced Crosswalk project outlined in your Request for Qualifications (RFQ).

To facilitate your review, our Proposal is organized as follows:

- Statement of Understanding
- Scope of Services
- Schedule
- Compensation
- Clarification and Assumptions
- Client Responsibilities
- Additional Services
- Authorization and Acceptance

We thank you for this opportunity and are excited to continue to work with the City of Huron to provide professional services associated with the ERI-Jim Campbell Blvd Enhanced Crosswalk project. Should you find our proposal acceptable, please sign the attached Proposal and provide a full copy to us for our files. Should you have any questions or comments, please contact me directly at 216.704.4025 or Russ.Critelli@ohm-advisors.com.

Sincerely,
OHM Advisors

A handwritten signature in blue ink, appearing to read "Russ Critelli".

Russ Critelli, PE, PMP
Principal

A handwritten signature in blue ink, appearing to read "Timothy J. Bock".

Timothy J. Bock, PE
Project Manager

Encl: Proposal



Statement of Understanding

The services include preparation of construction contract plans for an enhanced crosswalk with solar-powered RRFBs equipped with passive pedestrian detection. Pavement at the north end of the pedestrian overpass and east end of Lake Shore Drive Electric Trail will be removed and replaced with a clearly defined walkway and crosswalk. The drive on the east side of Jim Campbell Blvd. will be modified to allow for curb ramp installation and additional walk improvements that align with future multi-use paths. Advance warning signs will also be installed. The City is receiving funding through the Ohio Department of Transportation's (ODOT) Highway Safety Improvement Program (HSIP) up to \$163,800.

OHM will utilize and follow ODOT current standard documents and procedures in the performance of this scope of services. The following standard documents shall be incorporated by reference into the scope of services for the project:

- Location and Design Manual – Volume 1 – Roadway Design
- Location and Design Manual – Volume 2 – Drainage Design
- Location and Design Manual – Volume 3 – Highway Plans
- Ohio Manual of Uniform Traffic Control Devices (OMUTCD)
- ODOT Construction and Materials Specifications – 2023 Edition (including Supplemental Specifications, Supplements to the Specifications, and Proposal Notes)
- ODOT Standard Construction Drawings (including roadway, hydraulics, and traffic control)
- Traffic Engineering Manual (TEM)
- ODOT Right-of-Way Manual
- ODOT Multimodal Design Guide

The following assumptions were made to complete this scope and fee proposal:

- This proposal includes four plan submissions:
 - Stage 1 Detailed Design (Environmental Footprint Only)
 - Stage 2 Detailed Design
 - Stage 3 Detailed Design
 - Final Plan Package
- Should permanent and/or temporary right-of-way be required, a separate proposal will be provided for right-of-way plan preparation, appraisal, and acquisition services.

Scope of Services

Our Scope of Services include the tasks required to complete the design as outlined in the LPA Scope of Services dated March 25, 2026, and assist the City with the bidding of the project. Specific tasks to complete this project are as follows:

Task 1 – Topographic Survey

Conduct a topographic survey of the project area using drones and/or field crews. This information will be used to design the proposed improvements and provide the necessary right-of-way and utility information. Specific work efforts include:

1. Limits of Survey:



- Jim Campbell Blvd from 200 feet north of proposed crosswalk to 300 feet south & east of proposed crosswalk
- Lake Shore Electric trail from Jim Campbell Blvd west 150 feet
- Additional utility information as required
- 2. Project Control Benchmarks:
 - GPS Site Control Points: Ohio County Coordinate System (OCCS)
 - Vertical Benchmarks: GEOID 18 and NAD 83 (2011)
- 3. Existing Centerline and Right of Way – Monumentation Recovery:
 - Research and analysis of existing tax maps, deeds, plats, and surveys
 - Field reconnaissance and recovery of existing centerline and right-of-way monuments
 - Retrace existing centerline and right-of-way lines
- 4. Field Survey and Base-Mapping
 - Existing Conditions Survey
 - Topographic & Planimetric Features
 - Curb, walk, drive, and pavement locations and material
 - Existing building and structure locations from available GIS data
 - Existing fencing
 - Vegetation: Trees (larger than 12” in wooded areas), stumps, shrubs, flower beds, wood lines, and landscaped areas
 - Located using ODOT field codes
- 5. SUE Level C – Existing Utilities (gas, electric, telephone, water, storm, or sanitary sewer, etc.)
 - Field observation: Lines marked by the Ohio Utilities Protection Service (OUPS) Utility Members, utility poles, overhead wires, valves, hydrants, pull boxes, cleanouts, drainage, and sewer structures with invert elevations
 - Record Plan Information
 - Obtained from provided construction or as-built drawings
 - Obtained from design OUPS ticket
 - Scaled and “best-fit” into the survey base map
 - Existing Sewer Network
 - Flowline elevations and connectivity of existing storm and sanitary structures and pipes
 - Existing Surface
 - Based on spot elevations and break lines (crown/edge of pavement, curb lines, top/toe of slopes, drainage swales, retaining walls, etc.)

Exclusions:

Physical excavation and/or verification of buried utilities are not included in this survey estimate.

Deliverable

■ Base Plan

Task 2 – Stage 1 and 2 Detailed Design

Under this task, we will undertake the development of the Stage 1 and 2 components for the project. We understand that ODOT requires an environmental footprint prior to the Stage 1 and 2 submission. Specific work efforts include:



1. Stage 1 and 2 plans including title sheet, schematic plan, general notes (utility information only), plan and profile sheets, cross sections, drive details (if required), preliminary maintenance of traffic plan, and preliminary pavement marking and signing plan.
2. Utility coordination and documentation.
3. Identify construction limits.
4. Lighting plan.
5. Completion of Airway/Highway Clearance Analysis, if required.
6. Preparation of the preliminary Engineer's Opinion of Probable Cost.
7. Meeting with City officials to review Stage 1 and 2 items prior to submission to ODOT. Prepare meeting agenda and minutes with findings and action items and distribute to attendees.

Deliverables

- Environmental Footprint
- Stage 1 and 2 Plans
- Stage 1 and 2 Engineer's Opinion of Probable Cost
- Stage 1 and 2 Design Review Meeting Minutes

Task 3 – Stage 3 Detailed Design

Under this task, we will undertake development of the Stage 3 components of the project. Specific work efforts include:

1. Address comments received from the Stage 1 and 2 submission.
2. Stage 3 plans including the estimated quantities, general summary, general notes, final maintenance of traffic plan, and final pavement marking and signing plan.
3. Preparation of FAA Form for Airway/Highway Clearance, if required.
4. Update the Engineer's Opinion of Probable Cost.
5. Meeting with City officials to review Stage 3 items prior to submission to ODOT. Prepare meeting agenda and minutes with findings and action items and distribute to attendees.

Deliverables

- Stage 3 Plans
- Stage 3 Engineer's Opinion of Probable Cost
- Stage 3 Design Review Meeting Minutes
- Utility Coordination Documentation

Task 4 – Final Plan Package

Under this task, we will complete the Plans, Specifications, and Estimate package (PS&E) as required by ODOT.



Specific work efforts include:

1. Address comments from the Stage 3 submission.
2. Complete set of signed and sealed plans.
3. Contract book including legal advertisement, instructions to bidders, bid forms, contract forms and affidavits, prevailing wage (Davis-Bacon) forms, ODOT LPA forms, scope of work, schedule, and other City required forms, as well as the following:
 - LPA Federal Agreement
 - Specification Exclusionary Table
 - SBE Participation Requirements
 - ODOT LPA Template
 - FHWA 1273 Form
 - Utility Note
4. Signed and sealed estimate using ODOT estimator software.
5. Right-of-Way certification letter.

Deliverables

- ▼ PS&E Package Including the Above Items

Task 5 – Bidding Services

Under this task, OHM will assist the City with bidding of the project. Specific work efforts include:

1. Prepare and provide to the City an advertisement for bid.
2. Prepare schedule for proposed work, including construction start, substantial completion, and final completion dates.
3. Attend and plan one (1) meeting with the City to review contract documents prior to distribution for bid, if requested.
4. Attend the bid opening.
5. Prepare and evaluate a project bid tab. The bid tab shall include bidding contractors' total project bid and unit price breakdown.
6. Check references and/or qualifications for the three lowest bidding contractors.
7. Provide a recommendation of award.
8. OHM will assist in executing the Contract books including the following
 - i. Create and send out a Notice of Award letter to the awarded Contractor.
 - ii. Coordinate the execution of contract books for the City, Engineer, and contractor.
 - iii. Produce one (1) executed copy of contract documents for the City.



9. If the City does not award the contract, then OHM will communicate that information to the appropriate Contractor(s).

Deliverables

- Contract Documents
- Bid Tab
- Bid Evaluation Letter
- Executed Contract Documents

Task 6 – Construction Services (If Authorized)

1. Respond to City/ODOT/Contractor questions during construction as required.

Deliverables

- None

Additional As-Needed Services

Additional as-needed items may arise during the development of the design, which were not anticipated at the time this proposal was prepared. These efforts will not be completed until written authorization has been provided by the City of Huron agreeing to the extra work and the budget allowance for this task will not be used without advanced authorization from the City of Huron. OHM will prepare a Scope of Services and a budget for each item for approval by the City of Huron before proceeding.

Schedule

Project deliverables are based on milestones provided on ODOT's LPA Scope of Services form. The dates have been adjusted to correspond with the anticipated authorization date.

Milestone	Date
Authorized Design Consultant	August 1, 2026
Environmental Footprint	August 17, 2026
Stage 2 Plans Submitted	September 30, 2026
Preliminary R/W Plans Submitted (if needed)	September 30, 2026
Final R/W Plans Submitted (if needed)	November 30, 2026
Stage 3 Plans Submitted	November 30, 2026
PS&E Package to District	January 15, 2027
Sale	April 1, 2027
Begin Construction	June 1, 2027

We are prepared to commence work on this project upon receipt of your written authorization to proceed.



Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services will be performed on a lump-sum basis.

Task	Cost
Task 1 – Topographic Survey	\$ 4,380
Task 2 – Stage 1 and 2 Detailed Design	\$ 13,670
Task 3 – Stage 3 Detailed Design	\$ 9,110
Task 4 – Final Plan Package	\$ 4,800
Task 5 – Bidding Services	\$ 4,820
Subtotal Basic Services	\$ 36,780
Task 6 – Construction Services (If Authorized)	\$ 2,720
Total All Phases	\$ 39,500

Lump-Sum fees, as proposed, shall be invoiced at the exact number shown.

Clarifications and Assumptions

Our Scope of Services was prepared based on the following assumptions:

- ▶ If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the City of Huron. OHM Advisors will not proceed with additional services without written authorization to proceed from the City of Huron.
- ▶ Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services and will be billed on an hourly basis under the Additional Services upon agreement with the City of Huron.
- ▶ Final environmental document will be provided by ODOT.

Client Responsibilities

- ▶ The City of Huron will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- ▶ The City of Huron will provide the following, if available, to assist us with the project: (prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, existing topography, access to structures, easements and utility line information, utility availability, building information, etc.)



Additional Services

The following services are not included in our Compensation but may be desired. Fees for these services can be negotiated later if deemed necessary. Additional services that may be needed are as follows:

- Subsurface Investigation and Coordination
- Preparation of Right-of-Way Plans and/or Easements
- Environmental Studies including Public Involvement Activities
- Subsurface Utility Engineering and Coordination (in addition to Level C included in Task 1)
- Additional Meetings

Authorization and Acceptance

This document, including all Attachments, constitutes the entire Agreement between the City of Huron and OHM Advisors and shall not be amended, altered, or changed, except by written authorization executed by both parties. This proposal is valid for 30 days from date of submittal and upon expiration, OHM Advisors reserves the right to modify the proposal.

Approval and acceptance of this Proposal is effective upon the City of Huron's signature. OHM Advisors is authorized to commence services upon receipt of a signed copy of this document.

City of Huron

ERI-Jim Campbell Blvd Enhanced Crosswalk; PID No. 125707

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

Attachments: Standard Terms and Conditions

TERMS & CONDITIONS

1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
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7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. **OPINIONS OF PROBABLE COST.** OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Resolution No. 62-2026 (*submitted by Doug Steinwart*)
DATE: July 28, 2026

Subject Matter/Background

Resolution No. 62-2026 authorizes a grant application to the Erie County Solid Waste Management District Recycled Materials Grant Program to replace six aging eight-foot picnic tables located in the Boat Basin public picnic shelters. Grant funding will be used to purchase six commercial-grade picnic tables manufactured from recycled high-density polyethylene (HDPE) plastic. By replacing traditional wood tables with products made from recycled materials, the project will divert recyclable materials from landfills while providing durable, low maintenance amenities that will serve the community for decades.

Financial Review

If awarded the grant funding will be accounted for in the Boat Basin fund and used to replace picnic tables at the Boat Basin picnic shelter.

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 adopting Resolution No. 62-2026 is in order.

[Resolution No. 62-2026 ECSWMD Recycled Materials Grant Application Picnic Tables \\$9,606.50.docx](#)
[Resolution No. 62-2026 Exh A ECSWMD Grant Application \(1\).pdf](#)

RESOLUTION NO. 62-2026

Introduced by Mark Claus

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE ERIE COUNTY SOLID WASTE DISTRICT RECYCLED MATERIALS GRANT PROGRAM FOR THE REPLACEMENT OF SIX (6) 8-FOOT PICNIC TABLES LOCATED AT THE HURON MUNICIPAL BOAT BASIN PICNIC SHELTERS IN AN AMOUNT NOT TO EXCEED NINE THOUSAND SIX HUNDRED SIX AND 50/100 DOLLARS (\$9,606.50); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD(S) IN AN AMOUNT NOT TO EXCEED NINE THOUSAND SIX HUNDRED SIX AND 50/100 DOLLARS (\$9,606.50), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron desires to make a grant request to the Erie County Solid Waste Management District ("ECSWMD") Recycled Materials Grant Program to replace six (6) 8-foot picnic tables located at the Huron Municipal Boat Basin picnic shelters (the "Project"); and

WHEREAS, the City meets basic eligibility requirements for funding; and

WHEREAS, the City of Huron has the authority to apply for financial assistance and to administer the amounts received from ECSWMD; and

WHEREAS, the City of Huron must direct and authorize the City Manager, Stuart Hamilton, to act as the Authorized Representative for the application and Project, if awarded.

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

SECTION 1. That the Council of the City of Huron hereby authorizes submission of a grant application to the Erie County Solid Waste Management District Recycled Materials Grant Program to become eligible for potential funding assistance to replace six (6) new 8-foot picnic tables at the Huron Municipal Boat Basin picnic shelters in an amount not to exceed Nine Thousand Six Hundred Six and 50/100 Dollars (\$9,606.50), which application shall be substantially in the form of the Grant Application attached hereto as Exhibit "A."

SECTION 2. If grant funds are awarded, the City Manager is further authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with ECSWMD in an amount not to exceed Nine Thousand Six Hundred Six and 50/100 Dollars (\$9,606.50).

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.

SECTION 4. That this Resolution shall go into effect and be in full force and effect immediately upon its passage.

Monty Tapp, Mayor

ATTEST: _____
Council Clerk

ADOPTED: _____

**ERIE COUNTY SOLID WASTE MANAGEMENT DISTRICT RECYCLED MATERIALS GRANT
APPLICATION**

Please type:
Organization City of Huron, Ohio

Project Title Sustainable Public Shelter Improvements Project

Amount Requested \$9,606.50 **Employer Identification Number** 34-6400671

Address 417 Main Street **City, State, Zip** Huron, OH 44839

Telephone 419-433-4848 **Telefax** _____ **Email** _____

Ex. Director or Superintendent Stuart Hamilton - City Manager **Telephone** 419-433-4848

Signature _____ **Date** _____

Grant Contact Person Doug Steinwart - Parks & Rec. Director **Telephone** 419-433-4848

Recycled Materials Picnic Table Replacement Project for Huron Boat Basin

Summarize the purpose of your project and explain how this grant will be used.

The City of Huron Boat Basin is requesting funding from the Erie County Solid Waste Management District to replace six aging eight-foot picnic tables located in the Boat Basin's public picnic shelters. The shelters are among the most frequently used public gathering spaces in Huron and serve hundreds of residents and visitors each year.

Grant funding will be used to purchase six commercial-grade picnic tables manufactured from recycled high-density polyethylene (HDPE) plastic. By replacing traditional wood tables with products made from recycled materials, the project will divert recyclable materials from landfills while providing durable, low-maintenance amenities that will serve the community for decades.

This project also supports the City of Huron Boat Basin's ongoing commitment to environmental sustainability. The marina recently achieved Platinum Level certification through the Ohio Clean Marinas Program, the highest environmental recognition awarded to marinas in Ohio. The use of recycled-material furnishings aligns directly with the marina's sustainability initiatives, which include pollution prevention practices, grounds maintenance, natural habitats and public education efforts. Installing recycled-material picnic tables demonstrates our continued commitment to incorporating environmentally responsible products throughout our public facilities.

Who will this project benefit and in what ways?

Huron Boat Basin is a regional destination that welcomes thousands of visitors annually, including transient boaters, local residents, tourists, fishing groups, community organizations, families and participants attending events at the adjacent amphitheater.

The picnic shelters are reserved throughout the year for family reunions, birthday parties, fishing tournaments, educational programs, civic gatherings and community events. Replacing the deteriorated picnic tables will provide safer, more comfortable seating while eliminating concerns associated with aging wooden furniture such as splinters, cracking and frequent repairs.

The project will also benefit Erie County by showcasing the practical use of products manufactured from recycled materials in one of the county's most visible waterfront parks. Visitors will experience firsthand how recycled materials can be transformed into durable public amenities, reinforcing the importance of recycling and sustainable purchasing practices.

Funding Questions

Q. If the grant is awarded

A. Grant funds will be used to purchase six commercial-grade recycled HDPE picnic tables. Installation will be completed by City of Huron staff, minimizing project costs and allowing the improvements to be completed promptly.

Q. If the grant is denied

A. Should funding not be awarded, the City of Huron will pursue replacement of the picnic tables through future Parks and Recreation improvement funding as budget allows. However, replacement would likely occur over several years due to competing infrastructure priorities.

Q. If other funding sources are needed

A. If the grant does not fully fund the project, the City of Huron will need to review the overall cost to determine if the project can move forward or examine other grant opportunities and other available local funding sources.

Q. If only partial funding is awarded

A. Yes. The project will proceed with the purchase of as many recycled-material picnic tables as funding allows. Remaining tables will be purchased as additional funding becomes available, allowing the project to be completed in phases over several years.

A. Category	B. Total Project Cost	C. ECSWMD Grant Request List amount and items (please list the type of recycled material) to be purchased	D. Other Funding for Project List amount and items to be purchased
Services	\$1,768.50	\$786.50 - shipping costs	\$410 - disassembly cost \$468 - assembly cost \$104 - responsible disposal cost
Supplies	\$8,820	\$8,820 - six picnic tables	
Capital Improvements			
Other			
Total Project Cost [B = C + D]	\$10,588.50		



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 63-2026 (*submitted by Stuart Hamilton*)
DATE: July 28, 2026

Subject Matter/Background

Resolution No. 63-2026 amends the existing contract with Republic Services previously authorized by Council in Resolution No. 44-2023 adopted on June 27, 2023 (copy attached to the legislation as Exhibit A), as amended by Resolution No. 69-2023 adopted on October 24, 2023. That contract covered the period of July 1, 2023 through December 31, 2026, with a 3-year optional extension. The First Amendment corrected errors in the billing table relating to City location dumpster service and did not affect residential billing (copy attached to the legislation as Exhibit B). This legislation authorizes a Second Amendment to adjust the contract fees for that 3-year extension period of January 1, 2027 through December 31, 2029. Residents will continue to be charged via an assessment process and be paid through their real estate taxes. The yearly rates will be calculated by staff and approved by council prior to the assessment being sent to the County. Ordinance No. 2026-21, also on this agenda for its first reading, is the related rate ordinance certifying the 2027 residential trash rate to the County Auditor.

Specifically, amendments are being made to the table titled "Priced to Provide Waste, Recycling and Yard Collection on sections options below:" in Article IV, Section 1, as follows:

Year 1	Year 2	Year 3
1/1/27 – 12/31/27	1/1/28 – 12/31/28	1/1/29 – 12/31/29
\$26.00	\$27.30	\$28.67
unit/month x collected units	unit/month x collected units	units/month x collected units

Financial Review

This legislation is amending the City's original contract with Republic Services for the collection of garbage, recycling, and yard waste for City residents. The City is entering the optional extension years of the contract and was able to negotiate a 10% reduction from the original contract price for 2027. This reduction will be a 4% reduction from the current price paid by residents in 2026.

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. 63-2026 is in order.

[Resolution No. 63-2026 Republic Services Contract First Amendment 2027-2029 \(1\).docx](#)
[Exh A Resolution No. 44-2023 \(adopted 6-27-23\) Republic Svcs Contract \(2\).pdf](#)

[Exh B Res 69-2023 \(adopted 10-24-23\) Republic Services First Amendment \(1\).pdf](#)

[Resolution No. 63-2026 Exh C First Amendment.docx](#)

RESOLUTION NO. 63-2026

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER’S EXECUTION OF A SECOND AMENDMENT TO THE CONTRACT FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES BETWEEN THE CITY OF HURON, OHIO AND REPUBLIC SERVICES DATED JUNE 28, 2023, FOR THE PROVISION OF RESIDENTIAL WASTE REMOVAL AND RECYCLING SERVICES FOR THE 3-YEAR EXTENSION PERIOD OF JANUARY 1, 2027 THROUGH DECEMBER 31, 2029.

WHEREAS, the Huron City Council previously authorized execution of a Contract for Residential Waste Collection and Recycling Services with Republic Services through Resolution No. 44-2023 adopted on June 27, 2023, a copy of which is attached hereto as Exhibit “A”, as amended by a First Amendment to Form of Contract for Residential Waste Collection and Recycling Services through Resolution No. 69-2023 adopted on October 24, 2023, a copy of which is attached hereto as Exhibit “B” (collectively, the “Contract”); and

WHEREAS, the terms of the Contract included an optional 3-year extension period from January 1, 2027 through December 31, 2029 (the “Extension Period”); and

WHEREAS, both parties desire to amend the Contract to amend the terms of the Extension Period; and

WHEREAS, Council has determined that the amendment of the Contract is in the best interest of the City of Huron and its residents.

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

SECTION 1: That the City Manager is authorized and directed to execute a Second Amendment to the Contract for Residential Waste Collection and Recycling Services with Republic Services dated June 28, 2023, for and on behalf of the City of Huron, Ohio, for the 3-year extension period from January 1, 2027 through December 31, 2029. Said Second Amendment to Contract is to be substantially in the form of Exhibit “C” 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:

RESOLUTION NO. 44-2023

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND ENTER INTO AN AGREEMENT WITH REPUBLIC SERVICES INC. FOR THE PROVISION OF RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES FOR THE PERIOD OF JULY 1, 2023 THROUGH DECEMBER 31, 2026.

WHEREAS,

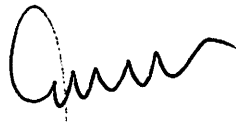
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: That the City having advertised for bids for residential waste collection and recycling services, the Council finds Republic Services Inc. To be the lowest and best bidder for such work. Therefore, the City Manager is authorized and directed to award the bid and enter into an agreement with Republic Services Inc., of 4005 Tiffin Ave., Sandusky, OH 44870, for the provision of residential waste collection and recycling services as set forth in the bid package for the period of July 1, 2023 through December 31, 2026; a copy of the 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 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.

ATTEST:



Clerk of Council

ADOPTED:

JUNE 27 2023

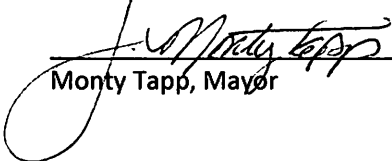

Monty Tapp, Mayor

EXHIBIT B:
FORM OF CONTRACT FOR RESIDENTIAL WASTE COLLECTION
AND RECYCLING SERVICES

THIS AGREEMENT (the "Agreement") for Residential Waste Collection and Recycling Services is entered into by and between the City of Huron, a City in the County of Erie, State of Ohio (the "City") with its offices located at 417 Main Street Huron Ohio 44839 and Republic Services (the "Contractor").

WITNESSETH

WHEREAS, following publication of the Invitation to Bid in the Newspaper on, April 5th, 2023, and the opening and consideration of the Bids received for the Residential Waste Collection and Recycling Services, the Bid of the Contractor has been determined to be lowest, responsive and responsible; and,

WHEREAS, the City has considered the Bid; and the City, pursuant to **Resolution 44-2023** which approved the Contract and authorized the City Manager to execute the Contract by and on behalf of the City, and the City has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

ARTICLE I-- DEFINITIONS

The capitalized terms used herein are defined in the Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services Exhibit A: Definitions

ARTICLE II – TERM AND RENEWAL TERMS

1. Term

This Agreement will be effective upon the date last signed below. The Commencement Date for Residential Waste Collection and Recycling Services is July 1, 2023, and will terminate on December 31, 2026, unless renewed as provided herein.

2. Renewal Terms

The City will have the option to renew this Agreement for three (3) additional one-year terms each. The City may renew each of the one (1) year terms, if at all, in writing and in advance no less than one-hundred eighty (180) days prior to the expiration of the then existing term. The City reserves the right to utilize less than all of the renewal terms in the City's sole and absolute discretion. All renewals must be executed in writing and authorized by legislative concurrence by the Huron City Council.

ARTICLE III – STATEMENT OF WORK

1. During the term of this Agreement, the Contractor will perform the services set forth in this Article III of this Agreement and also set forth in the Contractor's Bid which is incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, facilities scales, record keeping and billing related to the provision of services. Such services will be performed throughout the term of this Agreement.

2. **Solid Waste and Recycling Collection**

The Contractor shall collect, on a scheduled basis, Residential Solid Waste and Recyclables from each Residential Unit defined as all single-family dwellings and all multiple family dwellings of three units or less which share a common entrance within the corporate limits of the City of Huron. The total estimated number of Residential Units to receive curbside collection will be determined during the reconciliation process on June 15th of each year. Seasonal collection numbers will be given to the Contractor on a monthly basis to keep billing numbers as accurate as possible. All collection is to be made at the curb.

The Contractor shall provide automated curbside collection of Solid Waste and Recyclables from each Residential Unit. The Contractor shall provide all labor, vehicles, and carts. The Contractor would provide each Residential Unit with one 96-Gallon Wheeled Cart to be used to collect Solid Waste and one 64-Gallon Wheeled Cart to be used to collect Mixed Recyclables. At the request of a resident, following a 60-day period, the Contractor would provide a 64-Gallon Wheeled Cart for solid waste if a smaller cart is desired. All carts must be either new or in good repair and clean. The Contractor shall be responsible to repair or replace any broken carts caused by the Contractor's negligence. The Contractor would be responsible for distributing the carts to each Residential Unit with advance approval by the City and notification to residents as to the distribution date.

The Contractor will supply an extra Solid Waste or Recycle cart to any resident that requests an additional cart. The cost for the cart will be paid for by the resident to the Contractor. Residents will be instructed to contact the Contractor to request and pay the Contractor for the additional cart. Contractor will invoice the resident on a yearly basis for any additional carts.

The Contractor must provide an adequate number of collection vehicles to provide for the timely and efficient collection of Solid Waste. All vehicles must be kept in good repair and appearance and in a clean and sanitary condition at all times. All vehicles must be clearly marked with the identity and telephone number of the Contractor. This information must be visible on the back and on the sides of the vehicle. All vehicles must be designed for capture of liquids to prevent any liquids from leaking from the vehicle and onto City streets.

Solid Waste Collection will be provided on a scheduled basis to each Residential Unit each Monday between the hours of 7:00 a.m. and 6:00 p.m. If for any reason the Contractor is not able to collect Solid Waste on the scheduled day, the Contractor will notify the Service Director orally and via email of the reason and the anticipated length of the delay. If at any time the Contractor falls behind the regular collection for more than one (1) day the City will, at its discretion, cause waste to be collected by any means that is available. Full cost of such collection will be paid by the Contractor within thirty (30) days of receipt of invoice therefor.

The Contractor may develop its own collection routes and schedule, subject to approval by the City. Upon the City's approval, the Contractor will provide written notice of the collection day schedule to all Residential Units. Collection of all Solid Waste, Recyclables, and Yard Waste must take place on the same day. The City prefers the collection days to remain one day per week on Mondays.

The following will be holidays for the purposes of the Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor may observe any of these holidays by suspending collection service on the holiday and resuming collection service the following day.

The Contractor is responsible for collecting all bulky wastes and excess bagged waste set out on the curb. Bulky wastes may include but are not limited to stoves, water tanks, washing machines, furniture, mattresses and other large household items and appliances. Bulky items will be collected by the Contractor on the first Monday of each month.

The Contractor is not required to remove construction debris as a result of repair implemented by private contractors hired by the resident/homeowner. If the resident is doing small remodeling work and the construction debris is average in nature, the Contractor is responsible to collect said materials on the regularly scheduled collection day the first Monday of each month

3. Solid Waste Transfer and Disposal Services:

The Contractor shall deliver all solid waste to the Erie County Sanitary Landfill.

4. Recycling Services

The Contractor shall deliver all Mixed Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility shall have the ability to recycle the following materials at a minimum: mixed paper; cardboard; aluminum, steel and bi-metal cans; glass bottles and jars; PET and HDPE plastic bottles and containers, #3-7 rigid plastic containers, and cartons. The Contractor may add additional materials to the recycling list or remove items from the list as may be necessary. City agrees that Contractor in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge City for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Residents shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use its best efforts to not place items in the container that may result in a decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

5. Container Service

The Contractor shall provide and service containers to collect and dispose of Solid Waste and Recyclables at the locations and frequency requested by the City.

6. Yard Waste Service

The Contractor shall provide separate collection of source separated Yard Waste from each Residential Unit on a scheduled basis on the same day that solid waste and recyclables are collected. This service would take place from January 1 to December 31. The Contractor would be responsible for delivering the Yard Waste to a registered Composting Facility. This service will apply to all Yard Waste that is placed in compostable brown (kraft) bags or if loose in a container not bigger than 32 gallons nor exceed 35 lbs. in weight or bundles that are tied securely and do not exceed 3 foot in length nor exceed 35 lbs. in weight.

7. Customer Education:

The Contractor shall prepare and annually distribute a brochure to each Residential Unit, containing the City requirements for Residential Waste Collection and Recycling Services. The brochure shall include the Contractor's phone number; solid waste collection information; recycling instructions; holiday schedule; and any other information relevant to the services provided.

8. Customer Service and Notification:

The Contractor shall maintain a local office and local phone number to receive and respond to questions or complaints. The office must be staffed from 8:00 a.m. to 5:00 p.m. on regular collection days. All resident questions or complaints must be given prompt and courteous attention. In the case of any alleged missed collection, the Contractor will investigate and if such allegation is verified, will arrange for collection within 24 hours after the complaint is received.

ARTICLE IV: PRICE, INVOICE AND PAYMENT

1. Price for Residential Waste Collection and Recycling Services.

During the term, the City agrees to pay the Contractor for the Residential Waste Collection and Recycling Services, the following amounts according to the following schedule. The price per ton for Residential Solid Waste Collection, Disposal and Recycling Services includes all direct and indirect costs, including but not limited to the costs of disposal of the Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste in the State of Ohio. These prices include Governmental Fees assessed on solid waste disposed in a sanitary landfill in Ohio as of December, 2022. Should any Governmental Fees increase during the term of the Contract, the Contractor may add the amount of the increase to the per ton disposal cost charged to the City via an agreed upon written proposed change order and, in the event the parties are unable to agree to the terms of any such proposed change order, the City shall promptly confirm its rejection of the proposed change order in writing to Contractor (the "Rejection Notice"). Thereafter, all existing written terms of this Agreement shall remain in full force and effect and the City may voluntarily and unilaterally terminate this Agreement within one hundred twenty (120) days of the Rejection Notice. In the event the City fails to timely terminate this Agreement within one hundred twenty (120) days of the Rejection Notice, the terms of the proposed change order shall take effect on the date that is one hundred twenty-one (121) days after the date of the Rejection Notice.

Price to Provide Waste, Recycling and Yard Collection on selected Options below:	
• Waste Schedule: January 1st through December 31st. • Recycle Schedule: January 1st through December 31st. • Yard Water Schedule: January 1st through December 31st.	
Year 1: 7/1/23 – 12/31/23	\$ 23.64 unit/month x collected units
Year 2: 1/1/24 – 12/31/24	\$ 24.82 unit/month x collected units
Year 3: 1/1/25 – 12/31/25	\$ 26.06 unit/month x collected units
Year 4: 1/1/26 – 12/31/26	\$ 27.37 unit/month x collected units
Option Year 1: 1/1/27 – 12/31/27	\$ 28.73 unit/month x collected units

<i>Option Year 2: 1/1/28 – 12/31/28</i>	\$ 30.17 unit/month x collected units
<i>Option Year 3: 1/1/29 – 12/31/29</i>	\$ 31.68 unit/month x collected units

Price for Additional Cart	
Indicate the price to be charged if a resident requests an additional cart. Resident to request additional cart via contractor and is to be billed via contractor for any additional carts.	
96-gallon wheeled cart Price Per Month	64-gallon wheeled cart Price Per Month
\$8.93 + \$7.88 Rental	\$8.93 + \$7.88 Rental

City Location Pricing

Location	Address	Container	Duration	Lift Cycle	Year 1	Year 2	Year 3	Year 4	Year 5
Huron Pier	10 N Main St	1x 2 Cu Yd	12 Month	Once week	\$34.09	\$40.99	\$43.04	\$45.19	\$47.45
Parks and Rec	110 Wall St	1x 6 Cu Yd	12 Month	Once week	\$117.12	\$122.97	\$129.12	\$135.58	\$142.36
Fabens Park	Adams and Taylor	2x 6 Cu Yd	Apr 1st to Oct31 st	Once week	\$303.25	\$318.41	\$334.33	\$351.05	\$368.60
Nickel Plate Park	100 Nickel Place Dr	1x 6 Cu Yd	Apr 1st to Oct31 st	Once week	\$303.25	\$318.41	\$334.33	\$351.05	\$368.60
Boat Basin	330 Main St	2x 6 Cu Yd	Apr 1st to Oct31 st	Once week	\$303.25	\$318.41	\$334.33	\$351.05	\$368.60
Boat Ramp	47 Cleveland Rd E	1x 6 Cu Yd	12 Month	Once week	\$151.63	\$159.21	\$167.17	\$175.53	\$184.31
Service Complex	10 Waterworks Dr	2x 6 Cu Yd	12 Month	Twice week	\$303.25	\$318.41	\$334.33	\$351.05	\$368.60
City Hall	417 Main St	1x 6 Cu Yd	12 Month	Once week	\$151.63	\$159.21	\$167.17	\$175.53	\$184.31

2. **Record Keeping.**

Monthly Reports and Annual Report

The Contractor must submit a monthly record of the total customers of Solid Waste, Recyclable Materials and Yard Waste collected for the preceding month and submit this with the monthly invoice to the City. The Contractor shall also submit a year-end annual report. The report will be due within 30-days of the end of the reporting year and include a month-by-month collection, accounting of the tonnage of Solid Waste, Recyclable Materials, and Yard Waste collected and disposed or recycled (as the case may be).

3. **Billing Service and Payment.**

The Contractor will invoice the City for services rendered at the close of each month and the City will pay the Contractor within thirty days of invoice. All unpaid invoices shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full.

4. **Fuel Adjustments**

The Contractor will apply a fuel adjustment to each monthly invoice if the price of diesel fuel increases or decreases over or under the established *base price* during the term of this contract. The established base price of diesel fuel is **\$4.50** per U.S. gallon. This was the negotiated projected base price of diesel for the term of the contract.

Any fuel adjustment shall be applied as either a credit or a charge as a separate line item on the invoice, using the following Fuel Adjustment Table. To determine if a fuel adjustment is warranted, the Contractor and the City will use the price index published on the US Department of Energy website www.eia.doe.gov. The price to be used is the EIA *Midwest On-Highway Retail Diesel Price*.

The fuel adjustment may only be applied to the difference in the base price of **\$4.50** per gallon as posted for the last week of the billing period. The adjustment equals 0.5% for every \$.10 increase or decrease in the per gallon price of fuel above or below the base price. To calculate the adjustment, multiply the applicable adjustment percentage as shown in the following table to the total monthly invoice and, in the event, the price per gallon increases or decreases beyond the figures in the Fuel Adjustment Table below, the same 0.5% for every \$.10 increase or decrease in the price per gallon of fuel shall determine the requisite adjustment. This amount should be applied as a credit on the invoice if the price of fuel decreases from the base price; alternately, this amount should be applied as a charge on the invoice if the price of fuel increases over the base price.

The following table is governed by the fuel cost listed weekly on the EIA Midwest On-Highway Retail Diesel Price (average all types). This table is not exhaustive and will continue in \$.10 cost increments, with additional 0.5% changes in the plus and minus'.

Fuel Adjustment Table	
\$4.20-\$4.29	-1.5%
\$4.30-\$4.39	-1.0%
\$4.40-\$4.49	-0.5%
\$4.50-\$4.59	Sample Base Price
\$4.60-\$4.69	+0.5%
\$4.70-\$4.79	+1.0%
\$4.80-\$4.89	+1.5%

ARTICLE V: PERFORMANCE BOND AND INSURANCE

1. Performance Bond

The Contractor after receiving a Notice of Award, will furnish a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. The Performance Bond will be issued annually for each contract year during the term of the contract, including any option years, in the amount equal to the total annual cost of collection for Contract Year 1. The entire cost of the bond(s) will be paid for by the Contractor.

2. Insurance

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits reasonably acceptable to the City, and Contractor will furnish certificates of insurance to the City evidencing the required insurance has been procured and is in force.

The City and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 2010 0704 for General Liability and Umbrella/Excess Liability, ISO Form DA 9U74b 0614 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverage's provided under said Insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate. \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate

Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage will include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract

ARTICLE VI: INDEMNIFICATION

1. General Indemnity

The Contractor will defend, indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each a City Indemnity) harmless from and against any and all actual or threatened liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), for any indemnifiable event which may hereafter occur resulting from the performance of the Residential Waste Collection and Recycling Services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property to the extent caused by Contractor's breach of this Agreement or any negligent act or willful misconduct of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within ten (10) days will submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute, additional, or replacement sources for the delivery of all or a portion of the Residential Waste Collection and Recycling Services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement, and take any and all such action the City deems necessary to assure that the Residential Waste Collection and Recycling Services will be available to the City and its Residents, including but not limited to terminating this Agreement.

2. Contractor Breach: Opportunity to Cure and Termination.

Upon the material failure by the Contractor to comply with the terms and conditions of the Agreement, the City will provide written notice to the Contractor of any such material failure and demand that any such material failure be cured by the Contractor. The Contractor will have ten (10) days to provide the City with written assurance to the reasonable satisfaction of the City, which shall be substantiated by reasonable proof, that the material failure to comply with the Agreement has been cured. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) days, the City may terminate this Agreement. In the event the City notifies the Contractor of its intent to terminate the Agreement, the Contractor's surety, if any, will have the right to take over and perform the Agreement, provided, however, that if the surety does not commence performance thereof by the effective date of the termination of the Agreement, the City may prosecute the same by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to obtain cover, the effective date of the termination may be delayed by the City until it will have completed the process of obtaining a substitute service provider to provide the Residential Waste Collection and Recycling Services required herein. In such event, the Contractor will continue to perform its responsibilities under this Agreement until the effective date of termination. Notwithstanding any other provision herein, the City retains all other rights and remedies available at law against the Contractor by reason of such alleged breach of the Agreement. This Agreement may be terminated by the Contractor if City breaches a material provision of this Agreement that is not remedied by City within ten (10) business days following delivery of a written notice of breach from the Contractor to City.

ARTICLE VIII. MISCELLANEOUS

1. Entire Agreement

This Agreement, the Invitation to Bid, Bidder's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

2. Notices

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by recognized overnight courier or by certified mail with return receipt requested with proper postage to the Contractor, attention Heather Brown, and to the City, attention City Manager, at their respective addresses set forth above. Any change in address must be given in like manner.

3. Waiver.

No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Agreement by the City or the Contractor will be effective unless in writing signed by the City and the Contractor.

4. Applicable Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. The parties hereto agree that venue for any and all disputes arising from or relating to this Agreement shall be exclusively venued in the State Courts of Erie County, Ohio.

5. Unenforceable Provision

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

6. Binding Effect

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

7. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

ARTICLE IX. ACCEPTABLE WASTE; UNACCEPTABLE WASTE; TITLE;

Waste Materials mean non-hazardous waste (including Recyclable Materials (as defined in the Contract), but does not include Unacceptable Waste (as defined below).

The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Unacceptable Waste"), each as defined by applicable federal, state or local laws, regulations or permits (collectively, "Applicable Laws"). Contractor may, in its sole discretion, reject any Unacceptable Waste provided by City. City upon receiving a notice of rejection from Contractor shall immediately remove such Unacceptable Waste from Contractor's collection vehicle or premises.

Contractor shall acquire title to Waste Materials when they are loaded into Contractor's truck or, if Contractor is providing disposal services only and not collection services, when they are delivered to Contractor's premises. Title to and liability for any Unacceptable Waste shall remain with City and shall at no time pass to Contractor. City shall indemnify and hold harmless Contractor from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Unacceptable Waste in the Waste Materials.

ARTICLE X. FORCE MAJEURE

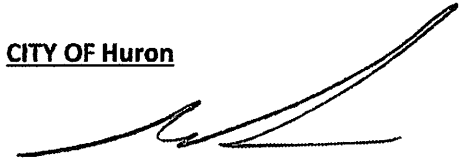
Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God, shall not constitute a breach of this Agreement. The collection or disposal of any increased volume of Waste Materials resulting from a natural disaster or terrorist act shall be included as part of Contractor's services under this Agreement. In the event of such a natural disaster or terrorist act, Contractor and City will negotiate the payment to be paid to Contractor. Further, when the parties reach such an agreement, the City shall grant Contractor variances in routes and schedules, as deemed necessary, of Contractor.

ARTICLE XI. EXCLUSIVITY

City grants Contractor the exclusive right to provide the services under this Agreement during the term hereof, including renewal terms to the extent same are exercised by City.

IN WITNESS WHEREOF, the City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

CITY OF Huron



Name

June 28, 2023
Date

Republic Services

Heather Brown

Name, Title

Heather Brown GM

June 28, 2023
Date

Contract Attachment A: Definitions
Attach Here

Contract Attachment B: Performance Bond

RESOLUTION NO. 44-2023

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND ENTER INTO AN AGREEMENT WITH REPUBLIC SERVICES INC. FOR THE PROVISION OF RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES FOR THE PERIOD OF JULY 1, 2023 THROUGH DECEMBER 31, 2026.

WHEREAS,

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

SECTION 1: That the City having advertised for bids for residential waste collection and recycling services, the Council finds Republic Services Inc. To be the lowest and best bidder for such work. Therefore, the City Manager is authorized and directed to award the bid and enter into an agreement with Republic Services Inc., of 4005 Tiffin Ave., Sandusky, OH 44870, for the provision of residential waste collection and recycling services as set forth in the bid package for the period of July 1, 2023 through December 31, 2026; a copy of the agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

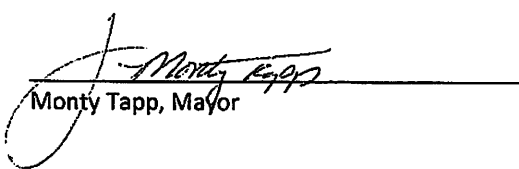
SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open 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.

ATTEST:



Clerk of Council



Monty Tapp, Mayor

ADOPTED:

JUNE 27 2023

RESOLUTION NO. 69-2023

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO FORM OF CONTRACT FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES WITH REPUBLIC SERVICES INC., WHICH ORIGINAL AGREEMENT WAS AUTHORIZED BY HURON CITY COUNCIL IN RESOLUTION NO. 44-2023 ADOPTED ON JUNE 27, 2023, IN ORDER TO CORRECT SCRIVENER'S ERRORS CONTAINED IN THE ORIGINAL CONTRACT.

WHEREAS, the Huron City Council previously adopted Resolution No 44-2023 on June 27, 2023 authorizing an Agreement with Republic Services Inc. dated June 28, 2023 for the provision of residential waste collection and recycling services for the period of July 1, 2023 through December 31, 2026 (hereinafter, the "Original Agreement"); and

WHEREAS, subsequent to execution of the Original Agreement, a rate audit of the Original Agreement determined that scrivener's errors are contained in portions of the City Location Pricing table contained in Article IV, Section 1 of the Original Agreement pertaining to "Parks and Rec" and "Nickel Plate Park;" and

WHEREAS, the First Amendment of Contract includes revisions to the City Location Pricing table to reflect proper pricing relating to "Parks and Rec" and "Nickel Plate Park;" and

WHEREAS, the City and Council believe the changes requested are reasonable, necessary and beneficial to the City of Huron.

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

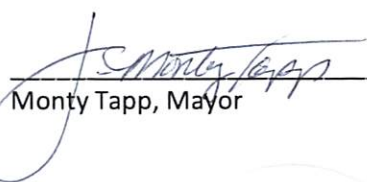
SECTION 1: That the City Manager be, and he hereby is, authorized to enter into a First Amendment to Form of Contract for Residential Waste Collection and Recycling Services to reflect corrections made to scrivener's errors made in Article IV, Section 1 of the Original Agreement. A copy of said First Amendment to Form of Contract for Residential Waste Collection and Recycling Services is attached hereto as Exhibit "A."

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of 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.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

24 OCT 2023

**FIRST AMENDMENT TO FORM OF CONTRACT FOR RESIDENTIAL WASTE
COLLECTION AND RECYCLING SERVICES**

This First Amendment to the Form of Contract for Residential Waste and Recycling Services (herein called the "First Amendment"), made by and between the **City of Huron**, an Ohio chartered municipality (herein called the "City") and **Republic Services** (who is herein called "Vendor") (with the City and Vendor being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS the Parties entered in that certain Form of Contract for Residential Waste and Recycling Services on June 28, 2023 (the "Agreement");

WHEREAS the Parties desire to amend the Agreement to modify certain rates due to scrivener's error;

NOW, THEREFORE, pursuant to Article VIII, Section 1 of the Agreement, the Agreement is hereby amended as follows, effective as of the date that this First Amendment is approved by the Huron City Council (the "Effective Date"):

1. All capitalized terms herein shall have the same meaning and effect as such capitalized terms in the Agreement.

2. As of the Effective Date, portions of the City Location Pricing table contained in Article IV, Section 1 of the Agreement pertaining to "Parks and Rec" and "Nickel Plate Park" shall be eliminated in their entirety and shall be replaced with the following:

Location	Address	Container	Duration	Lift Cycle	Year 1	Year 2	Year 3	Year 4	Year 5
Parks and Rec	110 Wall St	1x 6 Cu Yd	12 Month	Once week	\$151.63	\$159.21	\$167.17	\$175.53	\$184.31
Nickel Plate Park	100 Nickel Place Dr	1x 6 Cu Yd	Apr 1 st to Oct 31 st	Once week	\$151.63	\$159.21	\$167.17	\$175.53	\$184.31

3. In all other respects, the provisions of the Agreement not modified by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the Effective Date herein.

[SIGNATURE PAGE FOLLOWS]

City of Huron

Date: October 26, 2023

By: 
Matthew D. Lasko, City Manager

"City"

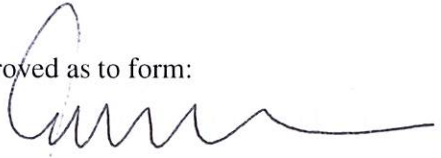
Republic Services

Date: _____

By: _____
Heather Brown, General Manager

"Vendor"

Approved as to form:



Todd A Schrader, Esq., Law Director



Sustainability in Action

AMENDMENT TO FORM OF CONTRACT FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES

City of Huron, Ohio

This amendment (the "Amendment") is made by City of Huron, a City in the County of Erie, State of Ohio (the "City") and Browning-Ferris Industries of Ohio, Inc., doing business as Republic Services of Sandusky (the "Collector"), parties to the Form of Contract for Residential Waste Collection and Recycling Services with a commencement date of July 1, 2023 (the "Contract").

The Contract is amended as follows:

1. The City and the Collector agree to extend the Contract term in Article II, Section 1 to include the period beginning on January 1, 2027, and set to end on December 31, 2029.
2. The table titled "Priced to Provide Waste, Recycling and Yard Collection on selections Options below:" in Article IV, Section 1 of the Contract is amended to replace the entries below that heading entirely with the following rows:

Year 1 1/1/27 – 12/31/27	Year 2 1/1/28 – 12/31/28	Year 3 1/1/29 – 12/31/29
\$26.00 unit/month x collected units	\$27.30 unit/month x collected units	\$28.67 units/month x collected units

3. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

[Signatures on the following page.]



Sustainability in Action

This Amendment is accepted by both parties to become active on the contract year starting January 1, 2027.

CITY OF HURON

NAME

DATE

BROWNING-FERRIS INDUSTRIES OF OHIO, INC. DBA
REPUBLIC SERVICES OF SANDUSKY

NAME

DATE



TO: Mayor Tapp and City Council
FROM: Isaac Phillips
RE: Ordinance No. 2026-21 (**first reading**) (*submitted by Isaac Phillips*)
DATE: July 28, 2026

Subject Matter/Background

Ordinance No. 2026-21 is in front of Council for the first of three readings. This ordinance will allow the City to certify the garbage rates to be charged to residents for garbage, yard waste, recycling, and bulk pick-up to the Erie County Auditor. The County will then include the amount on the tax duplicate per eligible parcel (all residential units as defined in the Republic Services contract) for 2027.

In 2024, Council adopted Ordinance No. 2023-19 to set residential garbage rates and to certify them to the Erie County Auditor for collection on property tax bills for the current year. Council is to set the rate in July of each for the following year. The monthly rate for 2026 will be \$26 (\$312 annualized), to be collected in bi-annually.

Financial Review

The City is currently charging \$27.07 a month (\$324.84 annualized) through December 31, 2026. If this legislation is approved on third reading, the new rate charged to residents of \$26 a month per eligible residential unit for 2027 will be included on the property tax bill (assessed semi-annually). The City will not charge additional administrative fees.

Legal Review

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

Recommendation

If Council is in agreement with the same, a motion placing Ordinance No. 2026-21 on its first reading is in order.

[Ordinance No. 2026-21 Assessment of Trash Rates to Auditor \(1\).docx](#)

ORDINANCE NO. 2026-21

Introduced by Joel Hagy

AN ORDINANCE ESTABLISHING THE RATE TO BE PAID BY RESIDENTIAL PROPERTY OWNERS FOR THE PERIOD OF JANUARY 2027 THROUGH DECEMBER 2027 FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL; AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE TO CERTIFY THE COSTS OF SAME TO THE ERIE COUNTY AUDITOR FOR PLACEMENT ON THE TAX DUPLICATE FOR COLLECTION WITH OTHER CITY TAXES IN 2027.

WHEREAS, the Huron City Council adopted Ordinance No. 2023-15 on June 27, 2023 enacting new Codified Ordinance 931.04 (Rates for Collection and Disposal), for the collection method for solid waste collection fees by certification of the amounts due for same onto the residential real property tax duplicate for collection by the County Auditor on an annual basis, and

WHEREAS, pursuant to Huron Codified Ordinance Section 931.04, Council seeks to assess the costs of solid waste collection and disposal within the City by certifying said amounts to the County Auditor for collection in 2027; and

WHEREAS, annually, Council is to set the rate to be paid for solid waste collection and disposal pursuant to Codified Ordinance Section 931.04.

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

SECTION 1. For the period of January 2027 through December 2027 each dwelling unit shall be charged the amount of \$26.00 per dwelling unit (\$312.00 per month) for solid waste collection and disposal;

SECTION 2. The Director of Finance is hereby authorized and directed to certify to the County Auditor for each dwelling unit within the City of Huron as determined in the solid waste collection and disposal contract with Republic Services, the assessment shown therein, to be collected in 2027, and the same is hereby ratified and affirmed;

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

SECTION 4. In accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2026-16 (*submitted by Stuart Hamilton*)
DATE: July 28, 2026

Subject Matter/Background

With the construction of the new roundabout and the transition to single lane traffic between the roundabout and Center St, reducing the speed limit to 35MPH was always planned for both safety and for emphasizing the fact that you have entered the City of Huron and are not still on the freeway. All relevant signage and enforcement will follow passage.

Financial Review

There is no financial impact to this legislation.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2026-16 as an emergency measure is in order.

[Ordinance No. 2026-16 Traffic Control Map and File 35 mph Speed Limit Exiting US 6 Roundabout \(2\).docx](#)

ORDINANCE NO. 2026-16

Introduced by Sam Artino

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 305.01, TRAFFIC CONTROL MAP, AND CODIFIED ORDINANCE SECTION 305.02, TRAFFIC CONTROL FILE, REGARDING ESTABLISHING SPEED LIMIT OF 35 MPH ON US-6 FROM THE EASTBOUND EXIT OF THE ROUNDABOUT TO THE CENTER STREET INTERSECTION; AND FURTHER ESTABLISHING SPEED LIMIT OF 35 MPH ON US 6 WESTBOUND FROM CENTER STREET TO THE ENTRANCE OF THE ROUNDABOUT; AND DECLARING AN EMERGENCY

WHEREAS, The US-6 Phase II Project (ERI-6-16.06; PID 107223) construction commenced on June 8, 2026 and is expected to be completed on or around August 15, 2026; and

WHEREAS, as part of the Project, a roundabout was constructed on US-6 between Center Street and the US-6 terminus; and

WHEREAS, due to removal of the traffic signal at the intersection of US-6 and Center Street, it is necessary to establish a reduced speed limit of 35 mph on US-6 between the roundabout and Center Street to match the current speed limit on US-6 east of Center Street.

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

SECTION 1. That pursuant to Codified Ordinance Section 305.03(b), amendments are hereby made to Codified Ordinance 305.01, Traffic Control Map, and Codified Ordinance Section 305.02, as follows:

Establishing a speed limit of 35 mph on US-6 from the eastbound exit of the roundabout to its intersection with Center Street; and

Establishing a speed limit of 35 mph on US-6 from Center Street westbound to the entrance of the roundabout.

SECTION 2. That the Service Manager shall oversee the erection, removal and maintenance of only those authorized traffic control signals and devices as necessary to regulate, warn or guide traffic in accordance with the provisions of this Ordinance.

SECTION 3. That the Division of Police shall amend the Traffic Control Map and Traffic Control File in accordance with the provisions of this Ordinance.

SECTION 4. 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 5. 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 control traffic within the municipality, it is imperative this Ordinance be effective immediately; WHEREFORE, this Ordinance shall be in full force and effect from and immediately after its adoption and upon posting of the authorized traffic control signals and devices to regulate, warn or guide traffic in accordance with the provisions of this Ordinance.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Isaac Phillips
RE: Ordinance No. 2026-19 (*submitted by Isaac Phillips*)
DATE: July 28, 2026

Subject Matter/Background

Ordinance Nos. 2026-19 and 2026-20 relate to the 2027, 2028 and 2029 Public Lighting Assessment and have been prepared by Bond Counsel following the required publication and noticing period. A total of nine (9) properties were notified by certified mail as required for estimated assessments of \$500.00 or more. The noticing period for the publication and individual mailings has expired with no appeal letters received; therefore, the legislative process can move forward with the final two ordinances for Council adoption. The Administration has directed bond counsel to prepare legislation based on an anticipated millage of 0.45% (lower than the 2021/2022/2023 and 2024/2025/2026 millages of 0.73% and 0.65%, respectively). The proceeds of the lighting assessment are anticipated to fund the annual liabilities associated with existing street, traffic and facility lighting and maintenance as well as various capital improvement lighting projects.

Ordinance No. 2026-19 provides authorization to proceed with the project as prepared.

Ordinance No. 2026-20 will authorize the assessment as prepared and is the final legislative step in the assessment process.

Adoption of these ordinances will allow Administration to prepare the final legal notice for publication and certify the legislation for submission to the County Auditor for placement and collection of the assessment on property tax records.

Financial Review

The proposed millage of .45% to be collected in 2027, 2028 and 2029 is expected to generate approximately \$140,795 annually over the 3-year time frame and will accommodate the expense related to public lighting costs and the specified capital lighting projects identified. The City accounts for the street lighting assessment collections in the Street Lighting Assessment Fund (Fund 215).

The Street Lighting Assessment is utilized to fund utility costs, maintenance, and administration of street lighting within the City. The proposed millage is 0.45%, a reduction of 0.20% from the current three-year assessment. To determine the annual amount for each property, multiply the millage by the assessed valuation (35% of the total valuation) according to the Erie County Auditor's valuation.

For example, a home valued at \$200,000 (\$70,000 assessed valuation) would pay approximately \$31.50 a year ($\$70,000 \times 0.00045$), whereas on the current assessment a \$200,000 home would have paid \$45.50 per year.

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. 2026-19 as an emergency measure is in order.

[Ordinance No. 2026-19 Ordinance to Proceed with Lighting Assessment.docx](#)

ORDINANCE NO. 2026-19

Introduced by: Monty Tapp

AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF CERTAIN PUBLIC PLACES IN THE CITY BY LIGHTING, AND DECLARING AN EMERGENCY.

WHEREAS, this Council has adopted Resolution No. 56-2026 on June 23, 2026 (the Resolution), declaring the necessity of making the improvement described in Section 1;

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

Section 1: It is determined to proceed with and complete the improvement of certain public places in the City by lighting in accordance with Ordinance No. 2005-39, passed by Council on July 25, 2005.

Section 2: The improvement shall be made in accordance with the provisions of the Resolution and with the plans, specifications, profiles and estimate of cost previously approved and now on file in the office of the Clerk of Council.

Section 3: All claims for damages resulting from the improvement that have been legally filed shall be inquired into prior to completion of the improvement, and the Director of Law is authorized and directed to institute legal proceedings in a court of competent jurisdiction to inquire into those claims, if any.

Section 4: The portion of the cost of the improvement to be assessed in accordance with the Resolution shall be assessed in the manner and pursuant to the payment schedules set forth, and on the lots and lands described, in the Resolution.

Section 5: The estimated special assessments previously prepared and filed in the office of the Clerk of Council are adopted.

Section 6: The Clerk of Council shall deliver a certified copy of this ordinance to the County Auditor within 15 days after its passage.

Section 7: Subject to the provisions of Section 727.24 of the Revised Code, the City Manager is authorized and directed to make and sign (or to confirm) a contract for the improvement, as applicable, and such contract is ratified and approved.

Section 8: This Council finds and determines that all formal actions of this Council and any of its committees 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 those formal actions were in meetings open to the public, all in compliance with the law.

Section 9: This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, safety and welfare of the City and for the further reason that this ordinance is required to be immediately effective so that it may be timely certified to the County Auditor so as to permit collection starting next year to meet the costs of the improvement, which is needed to reduce or eliminate hazards to pedestrian and vehicular traffic and to provide safe conditions for use of the public places by the residents of the City and service departments of the City; wherefore, this ordinance shall be in full force and effect immediately upon its passage.

ADOPTED: _____

Monty Tapp, Mayor

ATTEST: _____

Clerk of Council



TO: Mayor Tapp and City Council
FROM: Isaac Phillips
RE: Ordinance No. 2026-20 (*submitted by Isaac Phillips*)
DATE: July 28, 2026

Subject Matter/Background

Ordinance Nos. 2026-19 and 2026-20 relate to the 2027, 2028 and 2029 Public Lighting Assessment and have been prepared by Bond Counsel following the required publication and noticing period. A total of nine (9) properties were notified by certified mail as required for estimated assessments of \$500.00 or more. The noticing period for the publication and individual mailings has expired with no appeal letters received; therefore, the legislative process can move forward with the final two ordinances for Council adoption. The Administration has directed bond counsel to prepare legislation based on an anticipated millage of 0.45% (lower than the 2021/2022/2023 and 2024/2025/2026 millages of 0.73% and 0.65%, respectively). The proceeds of the lighting assessment are anticipated to fund the annual liabilities associated with existing street, traffic and facility lighting and maintenance as well as various capital improvement lighting projects.

Ordinance No. 2026-19 provides authorization to proceed with the project as prepared.

Ordinance No. 2026-20 will authorize the assessment as prepared and is the final legislative step in the assessment process.

Adoption of these ordinances will allow Administration to prepare the final legal notice for publication and certify the legislation for submission to the County Auditor for placement and collection of the assessment on property tax records.

Financial Review

The proposed millage of .45% to be collected in 2027, 2028 and 2029 is expected to generate approximately \$140,795 annually over the 3-year time frame and will accommodate the expense related to public lighting costs and the specified capital lighting projects identified. The City accounts for the street lighting assessment collections in the Street Lighting Assessment Fund (Fund 215).

The Street Lighting Assessment is utilized to fund utility costs, maintenance, and administration of street lighting within the City. The proposed millage is 0.45%, a reduction of 0.20% from the current three-year assessment. To determine the annual amount for each property, multiply the millage by the assessed valuation (35% of the total valuation) according to the Erie County Auditor's valuation.

For example, a home valued at \$200,000 (\$70,000 assessed valuation) would pay approximately \$31.50 a year ($\$70,000 \times 0.00045$), whereas on the current assessment a \$200,000 home would have paid \$45.50 per year.

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. 2026-20 as an emergency measure is in order.

[Ordinance No. 2026-20 Levying Special Assessment for Lighting 2027, 2028, 2029.docx](#)

ORDINANCE NO. 2026-20

Introduced by: Monty Tapp

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE IMPROVEMENT OF CERTAIN PUBLIC PLACES IN THE CITY BY LIGHTING, AND DECLARING AN EMERGENCY.

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

Section 1: The special assessments for the cost and expense of improving certain public places in the City by lighting in accordance with Ordinance No. 2005-39 passed by Council on July 25, 2005, pursuant to Resolution No. 56-2026 adopted June 23, 2026, to be levied annually at the rate of 0.45% of the tax value of the property assessed, which special assessments were filed and are on file with the Clerk of Council, are adopted and confirmed. Those special assessments are levied and assessed upon the lots and lands provided for in Resolution No. 56-2026 in the respective amounts set forth in the schedule of special assessments on file, which special assessments are in proportion to the special benefits and are not in excess of any statutory limitation.

Section 2: This Council finds and determines that the special assessments are in the same proportion to the estimated special assessments as the actual cost of the improvement is to the estimated cost of the improvement as originally filed.

Section 3: The special assessment against each lot or parcel of land shall be payable in three annual installments to be collected in the years 2027, 2028 and 2029. All special assessments shall be certified by the Clerk of Council to the County Auditor as provided by law to be placed on the tax duplicate and collected as taxes are collected.

Section 4: The Clerk of Council shall cause a notice of the passage of this ordinance to be published once in a newspaper of general circulation in this City and shall keep the special assessments on file in the office of the Clerk of Council.

Section 5: The Clerk of Council shall deliver a certified copy of this ordinance to the County Auditor within 20 days after its passage.

Section 6: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 7: This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, safety and welfare of the City and for the further reason that the levy of the special assessments may be immediately effective so that it may be timely certified to the County Auditor so as to permit collection starting next year to meet the costs of the improvement, which is needed to reduce or eliminate hazards to pedestrian and vehicular traffic and to provide safe conditions for use of the public places by the residents of the City and service departments of the City; wherefore, this ordinance shall be in full force and effect immediately upon its passage; wherefore, this ordinance shall be in full force and effect immediately upon its passage.

ADOPTED: _____

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council