



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, August 25, 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**
- 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**
 - V.a** Resolution No. 57-2026 (**third and final reading**) (*submitted by Stuart Hamilton*)
A resolution withdrawing the City's participation in the Huron Joint Recreation District.
 - V.b** Resolution No. 58-2026 (**third and final reading**) (*submitted by Doug Steinwart*)
A resolution establishing the Parks & Recreation Advisory Board.
 - V.c** Ordinance No. 2026-21 (**third and final**) (*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.
 - V.d** Ordinance No. 2026-22 (**second reading**) (*submitted by Christine Gibboney*)
An ordinance amending and restating Chapter 557 Grass, Weeds, and Vegetation in its entirety.
 - V.e** Ordinance No. 2026-24 (**second reading**) (*submitted by Doug Steinwart*)
An ordinance amending and restating Section 385.01(a)(1) Rules; Permit and Fees of Chapter 385 Small Boat Mooring Harbor of the Huron Codified Ordinances.
 - V.f** Resolution No. 66-2026 (**second reading**) (*submitted by Isaac Phillips*)
A resolution certifying sidewalk repair and/or construction charges to the Erie County Auditor for collection in the total amount of \$7,905.81.
 - V.g** Resolution No. 67-2026 (**second reading**) (*submitted by Isaac Phillips*)
A resolution certifying tree removal and/or maintenance charges to the Erie County Auditor for collection in the total amount of \$4,310.00.
- VI. New Business**
 - VI.a** Ordinance No. 2026-25 (*submitted by Isaac Phillips*)
An appropriations and cash transfers ordinance.
 - VI.b** Ordinance No. 2026-18 (*submitted by Isaac Phillips*)

An ordinance providing for the issuance and sale of bonds in the maximum principal amount of \$1,590,000 to pay costs of constructing, resurfacing, paving, grading, draining and making other improvements to the South Main Street corridor relating to the South Main Street Streetscape Project, together with all necessary related improvements and appurtenances thereto.

VI.c Resolution No. 68-2026 (*submitted by Stuart Hamilton*)

A resolution authorizing an agreement with K.E. McCartney & Associates, Inc. for provision of construction administration and inspection services relating to the South Main Street Streetscape Project in an amount not to exceed \$261,150.62.

VI.d Ordinance No. 2026-26 (*submitted by Isaac Phillips*)

An ordinance providing for the issuance and sale of bonds in the maximum principal amount of \$800,000 for the purpose of paying the costs of improving the City's boat basin and related facilities, including replacing floating docks and decking and constructing, reconstructing and installing structural improvements related thereto, demolishing existing boat docks and related appurtenances, installing lighting, safety and other related equipment, and improving the electrical and other utility systems, together with all necessary related improvements and appurtenances thereto.

VI.e Resolution No. 69-2026 (*submitted by Doug Steinwart*)

A resolution awarding the bid and entering into a contract with Shoreline Contractors LLC relating to the Huron Boat Basin Floating Dock Replacement Project in the amount of \$750,814.57.

VI.f Ordinance No. 2026-27 (*submitted by Stuart Hamilton*)

An ordinance amending the Traffic Control Map and Traffic Control file to reflect removal of the traffic signal at the intersection of US 6 and Center Street, termination of Jim Campbell Blvd. at Center Street creating a dead end, vehicular traffic not permitted on Van Rensalaer Street, and removal/installation of traffic control signage relating to the US 6 Phase II Project.

VI.g Resolution No. 70-2026 (*submitted by Stuart Hamilton*)

A resolution authorizing a Service Agreement between the City of Huron and Huron Township for the provision of Building Official services (commercial/industrial and residential) for the period of July 26, 2026 through July 25, 2031.

VI.h Resolution No. 71-2026 (*submitted by Stuart Hamilton*)

A resolution of necessity recommending and approving of inspections of properties City-wide in anticipation of enforcement of sidewalk-related ordinances and Ohio law relating to sidewalks.

VI.i Resolution No. 72-2026 (*submitted by Stuart Hamilton*)

A resolution authorizing the City Manager's execution of a TREX Liquor License Transfer Application for Talltown Trails LLC.

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 (**third and final reading**) (*submitted by Stuart Hamilton*)
DATE: August 25, 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. There have been no changes made to the legislation since its first reading.

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 third and final 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: Doug Steinwart , Operations Manager
RE: Resolution No. 58-2026 (**third and final reading**) (*submitted by Doug Steinwart*)
DATE: August 25, 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. There have been no changes made to the legislation since its first reading.

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 third and final 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: Isaac Phillips
RE: Ordinance No. 2026-21 **(third and final)** *(submitted by Isaac Phillips)*
DATE: August 25, 2026

Subject Matter/Background

Ordinance No. 2026-21 is in front of Council for the last 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.

There have been no changes made to this legislation since its first reading on July 28, 2026.

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 third and final 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: Christine Gibboney
RE: Ordinance No. 2026-22 (**second reading**) (*submitted by Christine Gibboney*)
DATE: August 25, 2026

Subject Matter/Background

Following last year's updates to Chapter 557 relative to enforcement and penalty actions, the City received a couple inquiries relative to the listing of noxious weeds in the city ordinance. Specifically, the reference to "milkweed" as we were advised this is no longer classified as a noxious weed by the State.

Erie Conservation District also provided the following information:

Milkweed species are the only host plant for monarch caterpillars, which is currently listed as a threatened species by the US Fish and Wildlife Service. A large effort has been in progress to keep this species off the Endangered species list, which has included the promotion of planting native grasses and forbs as well as collecting milkweed pods for redistribution. Milkweed was removed from Ohio's Noxious Weed List (OAC 901:5-37-01) in September 14, 2018. Most recently House Bill 364 (signed to law in Jan 2025) further promoted the conservation of milkweed by reducing barriers to seed distribution and encouraged planting of the species. (<https://ohiodnr.gov/discover-and-learn/safety-conservation/about-ODNR/news/support-monarchbutterflies-by-gathering-milkweed-seeds>). Erie Conservation also encouraged adding language to allow for managed native landscape plantings such as small prairies, rain gardens, and pollinator gardens; but they would most likely conflict with the 6" height for vegetation. If this is something that you would like to consider adding, we can look into language and if/how staff would be able to identify and manage these types of exclusions.

In researching surrounding municipal legislation, we are proposing to eliminate the listing of specific noxious weeds throughout the Chapter, and instead make reference to the State definition "as defined by OAC 901:5-37-01".

Ordinance No. 2026-22 is on the second of three readings. A redline copy of the proposed amendments is attached hereto as Exhibit "1." There have been no changes made to this legislation since its first reading on August 11, 2026.

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 Ordinance No. 2026-22 on its second reading is in order.

[Ordinance No. 2026-22 Exh 1 \(Chapter 557 Redline\).pdf](#)

[Ordinance No. 2026-22 Amend Section 557 Grass Weeds and Vegetation \(2\).docx](#)

[Ordinance No. 2026-22 Exh A Chapter 557 \(current\).docx](#)

[Ordinance No. 2026-22 Exh B Chapter 557 \(as amended\).docx](#)

CHAPTER 557

Grass, Weeds, and Vegetation

- 557.01 Nuisance conditions prohibited.
- 557.02 Determination of nuisance.
- 557.03 Weeds to be cut regularly.
- 557.04 Address of lot(s) to be provided.
- 557.05 Serving of notice to abate nuisance.
- 557.06 Right of entry; abatement by City.
- 557.07 Bill to be sent to owner.
- 557.08 Noncompliance.
- 557.99 Penalty.

CROSS REFERENCES

Removal of noxious weeds or litter- see Ohio R.C. 731.51

Sweeping of leaves and grass onto public way - see GEN. OFF. 521.10

[Listing of Noxious Weeds – see OAC 901:5-37-01](#)

557.01 NUISANCE CONDITIONS PROHIBITED.

No owner of any lots or lands located within the City shall permit upon such lots or lands noxious weeds, ~~thistles, burdocks, jimson weeds, ragweeds, milkweeds, mulleins, poison ivy, poison oaks defined by the State of Ohio Noxious Weed List (OAC 901:5-37-01)~~, or other weeds of rank growth, exceeding eight inches in height, or overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass, exceeding six inches in height, which would constitute a nuisance or endanger the public health.

(Ord. 2026-225-28. Passed 11-12-2509-08-2026.)

557.02 DETERMINATION OF NUISANCE.

The City Manager or his nominee/designee are hereby authorized to determine if such weeds, grass, or vegetation on any lots or lands within the City exceed the heights specified in Section 557.01 and constitute a nuisance or endanger the public health.

(Ord. 2025-28. Passed 11-12-25.)

557.03 WEEDS TO BE CUT REGULARLY.

- (a) It is hereby determined that noxious weeds, ~~thistles, burdocks, jimson weeds, ragweeds, milkweeds, mulleins, poison ivy, poison oaks defined by the State of Ohio (OAC 901:5-37-01)~~, or other weeds of rank growth growing at a height of eight inches or higher, or overgrown yard grass (including in front yards, side yards, and rear yards), vegetation and/or wild grass growing at a height of six inches or higher upon any property in the City are a public nuisance and are a violation of Section 557.01.

(b) The City Manager or his nominee/designee, for the first two calendar weeks of each year, shall publish this determination in a newspaper of local circulation and shall make demand that all property owners regularly cut such weeds, grass and vegetation growing upon their properties during the ensuing months of the year.

(c) Should any such noxious weeds, ~~thistles, burdocks, jimson weeds, ragweeds, milkweeds, mulleins, poison ivy, poison oaks defined by the State of Ohio (OAC 901:5-37-01)~~, or other weeds of rank growth, or should any overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass be found on any property within the City and exceed the height restrictions in Section 557.01 after the foregoing publication has been completed, after notice to the owner has been sent in accordance with Section 557.05 and after failure of the owner to timely comply with such notice, then the City Manager or his nominee/designee may cause these to be cut at the expense of the City.

(Ord. 202~~6-225-28~~. Passed ~~11-12-25~~~~09-08-2026~~.)

557.04 ADDRESS OF LOT(S) TO BE PROVIDED.

Any resident or person making a complaint to the City that a nuisance exists on any lots or lands located within the City shall provide to the City Manager or his nominee/designee the address of such lot(s) or lands.

(Ord. 2025-28. Passed 11-12-25.)

557.05 SERVING OF NOTICE TO ABATE NUISANCE.

(a) After a determination has been made as set forth in Section 557.02 that a nuisance exists upon any lots or lands within the City or that the public health is endangered therefrom, the City Manager or his nominee/designee shall cause one (1) written notice per calendar year to be served upon the owner of such lots or lands that such nuisance or endangering of the public health must be abated by cutting or destroying such weeds, grass or vegetation as set forth in Section 557.01 within seven (7) days from the date of such notice. The notice shall also state that such weeds, grass and vegetation are to be maintained thereafter during such calendar year with sufficient frequency to prevent such weeds, grass or vegetation from exceeding the heights specified in Section 557.01.

(b) Service of the notice, described in subsection (a) hereof, shall be sent by certified mail to the owner of such lots or lands at the mailing address listed by the Erie County Auditor's tax list; and also optionally by regular mail or personal service to such owner, or by posting it at the subject lot or lands.

(c) If service by certified mail under Subsection (b) is not successful, then it shall be sufficient to publish such notice once in a newspaper of general circulation,

(d) If, after the notice has been served in accordance with this Section, the City Manager or his nominee/designee determines that a subsequent violation of Section 557.01 has occurred within the same calendar year, the City of Huron may again

EXHIBIT "B" (REDLINE COPY)

proceed with the remedy set forth in Section 557.06 for such subsequent violations without the need for giving additional notices as set forth in this Section. (Ord. 2025-28. Passed 11-12-25.)

557.06 RIGHT OF ENTRY; ABATEMENT BY CITY.

Upon the failure of an owner of such lots or lands to timely abide and comply with the notice sent in accordance with Section 557.05, the City Manager or his nominee/designee may, by the direct employment of City laborers or a contractor selected by the City, enter upon such lots or lands and abate such nuisance by causing such weeds, grass or vegetation to be cut or destroyed. (Ord. 2025-28. Passed 11-12-25.)

557.07 BILL TO BE SENT TO OWNER.

When the City Manager or his nominee/designee arranges for a nuisance to be abated in accordance with Section 557.06, the City Manager shall cause a bill for all costs related to such abatement to be mailed to the owner of such lots or land by certified mail, return receipt requested. Such bill shall include any and all costs incurred by City laborers or the city's authorized contractor in abating the nuisance. If the owner or other occupant of the lots or lands prevents or otherwise restricts the abatement of such nuisance, then the bill shall include all costs incurred in arranging for the abatement (including but not limited to a contractor's minimum charges for dispatch to the lots or lands).

The bill for a first violation of Section 557.01 within a calendar year shall be in the amount of one hundred fifty percent (150%) of the incurred costs. For any subsequent violation of Section 557.01 within the same calendar year, the bill shall be in the amount of two hundred percent (200%) of the incurred costs.

(Ord. 2025-28. Passed 11-12-25.)

557.08 NONCOMPLIANCE.

Any person failing to pay the bill set forth in Section 557.07 within twenty (20) days of being billed shall be subject to all available collection procedures and judicial processes, including but not limited to having such unpaid bill certified to the owner's tax duplicate with the County Auditor, in accordance with the Ohio Revised Code.

(Ord. 2025-28. Passed 11-12-25.)

557.99 PENALTY.

(a) Whoever violates Section 557.01 is guilty of a minor misdemeanor. Each day's violation shall constitute a separate offense.

(b) Whoever, after first being charged and convicted of a violation pursuant to Section 557.01, subsequently violates any Section 557.01 in the same calendar year, is guilty of a misdemeanor of the fourth degree. Each day's violation shall constitute a separate offense.

(Ord. 2025-28. Passed 11-12-25.)

CODIFIED ORDINANCES OF HURON

ORDINANCE NO. 2026-22

Introduced by Sam Artino

AN ORDINANCE AMENDING AND RESTATING CHAPTER 557 (GRASS, WEEDS AND VEGETATION) OF THE HURON CODIFIED ORDINANCES.

WHEREAS, this Council hereby determines the changes and amendments set forth within this Ordinance are in the best interest of the City of Huron and its citizens.

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

Section 1. That Section 557 (Grass, Weeds and Vegation) of the Codified Ordinances of the City of Huron, Ohio, which currently reads (see Exhibit "A" attached hereto an made a part hereof), shall be and hereby is, amended and restated to read as follows (see Exhibit "B" attached hereto and made a part hereof).

Section 2. That a new amended and restated Section 557 (Grass, Weeds and Vegetation) of the Codified Ordinances of the City of Huron shall be, and hereby is, adopted and thereafter shall be in full force and effect.

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

Section 3. 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:

CHAPTER 557

Grass, Weeds, and Vegetation

- 557.01 Nuisance conditions prohibited.
- 557.02 Determination of nuisance.
- 557.03 Weeds to be cut regularly.
- 557.04 Address of lot(s) to be provided.
- 557.05 Serving of notice to abate nuisance.
- 557.06 Right of entry; abatement by City.
- 557.07 Bill to be sent to owner.
- 557.08 Noncompliance.
- 557.99 Penalty.

CROSS REFERENCES

Removal of noxious weeds or litter- see Ohio R.C. 731.51

Sweeping of leaves and grass onto public way - see GEN. OFF. 521.10

557.01 NUISANCE CONDITIONS PROHIBITED.

No owner of any lots or lands located within the City shall permit upon such lots or lands noxious weeds, thistles, burdocks, jimson weeds, ragweeds, milkweeds, mulleins, poison ivy, poison oak, or other weeds of rank growth, exceeding eight inches in height, or overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass, exceeding six inches in height, which would constitute a nuisance or endanger the public health.

(Ord. 2025-28. Passed 11-12-25.)

557.02 DETERMINATION OF NUISANCE.

The City Manager or his nominee/designee are hereby authorized to determine if such weeds, grass, or vegetation on any lots or lands within the City exceed the heights specified in Section 557.01 and constitute a nuisance or endanger the public health.

(Ord. 2025-28. Passed 11-12-25.)

557.03 WEEDS TO BE CUT REGULARLY.

- (a) It is hereby determined that noxious weeds, thistles, burdocks, jimson weeds, ragweeds, milkweeds, mulleins, poison ivy, poison oak, or other weeds of rank growth growing at a height of eight inches or higher, or overgrown yard grass (including in front yards, side yards, and rear yards), vegetation and/or wild grass growing at a height of six inches or higher upon any property in the City are a public nuisance and are a violation of Section 557.01.

(b) The City Manager or his nominee/designee, for the first two calendar weeks of each year, shall publish this determination in a newspaper of local circulation and shall make demand that all property owners regularly cut such weeds, grass and vegetation growing upon their properties during the ensuing months of the year.

(c) Should any such noxious weeds, thistles, burdocks, jimson weeds, ragweeds, milkweeds, mulleins, poison ivy, poison oak, or other weeds of rank growth, or should any overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass be found on any property within the City and exceed the height restrictions in Section 557.01 after the foregoing publication has been completed, after notice to the owner has been sent in accordance with Section 557.05 and after failure of the owner to timely comply with such notice, then the City Manager or his nominee/designee may cause these to be cut at the expense of the City.

(Ord. 2025-28. Passed 11-12-25.)

557.04 ADDRESS OF LOT(S) TO BE PROVIDED.

Any resident or person making a complaint to the City that a nuisance exists on any lots or lands located within the City shall provide to the City Manager or his nominee/designee the address of such lot(s) or lands.

(Ord. 2025-28. Passed 11-12-25.)

557.05 SERVING OF NOTICE TO ABATE NUISANCE.

(a) After a determination has been made as set forth in Section 557.02 that a nuisance exists upon any lots or lands within the City or that the public health is endangered therefrom, the City Manager or his nominee/designee shall cause one (1) written notice per calendar year to be served upon the owner of such lots or lands that such nuisance or endangering of the public health must be abated by cutting or destroying such weeds, grass or vegetation as set forth in Section 557.01 within seven (7) days from the date of such notice. The notice shall also state that such weeds, grass and vegetation are to be maintained thereafter during such calendar year with sufficient frequency to prevent such weeds, grass or vegetation from exceeding the heights specified in Section 557.01.

(b) Service of the notice, described in subsection (a) hereof, shall be sent by certified mail to the owner of such lots or lands at the mailing address listed by the Erie County Auditor's tax list; and also optionally by regular mail or personal service to such owner, or by posting it at the subject lot or lands.

(c) If service by certified mail under Subsection (b) is not successful, then it shall be sufficient to publish such notice once in a newspaper of general circulation,

(d) If, after the notice has been served in accordance with this Section, the City Manager or his nominee/designee determines that a subsequent violation of Section 557.01 has occurred within the same calendar year, the City of Huron may again proceed with the remedy set forth in Section 557.06 for such subsequent violations

without the need for giving additional notices as set forth in this Section. (Ord. 2025-28. Passed 11-12-25.)

557.06 RIGHT OF ENTRY; ABATEMENT BY CITY.

Upon the failure of an owner of such lots or lands to timely abide and comply with the notice sent in accordance with Section 557.05, the City Manager or his nominee/designee may, by the direct employment of City laborers or a contractor selected by the City, enter upon such lots or lands and abate such nuisance by causing such weeds, grass or vegetation to be cut or destroyed. (Ord. 2025-28. Passed 11-12-25.)

557.07 BILL TO BE SENT TO OWNER.

When the City Manager or his nominee/designee arranges for a nuisance to be abated in accordance with Section 557.06, the City Manager shall cause a bill for all costs related to such abatement to be mailed to the owner of such lots or land by certified mail, return receipt requested. Such bill shall include any and all costs incurred by City laborers or the city's authorized contractor in abating the nuisance. If the owner or other occupant of the lots or lands prevents or otherwise restricts the abatement of such nuisance, then the bill shall include all costs incurred in arranging for the abatement (including but not limited to a contractor's minimum charges for dispatch to the lots or lands).

The bill for a first violation of Section 557.01 within a calendar year shall be in the amount of one hundred fifty percent (150%) of the incurred costs. For any subsequent violation of Section 557.01 within the same calendar year, the bill shall be in the amount of two hundred percent (200%) of the incurred costs.

(Ord. 2025-28. Passed 11-12-25.)

557.08 NONCOMPLIANCE.

Any person failing to pay the bill set forth in Section 557.07 within twenty (20) days of being billed shall be subject to all available collection procedures and judicial processes, including but not limited to having such unpaid bill certified to the owner's tax duplicate with the County Auditor, in accordance with the Ohio Revised Code.

(Ord. 2025-28. Passed 11-12-25.)

557.99 PENALTY.

- (a) Whoever violates Section 557.01 is guilty of a minor misdemeanor. Each day's violation shall constitute a separate offense.
- (b) Whoever, after first being charged and convicted of a violation pursuant to Section 557.01, subsequently violates any Section 557.01 in the same calendar year, is guilty of a misdemeanor of the fourth degree. Each day's violation shall constitute a separate offense.

(Ord. 2025-28. Passed 11-12-25.)

CODIFIED ORDINANCES OF HURON

CHAPTER 557

Grass, Weeds, and Vegetation

- 557.01 Nuisance conditions prohibited.
- 557.02 Determination of nuisance.
- 557.03 Weeds to be cut regularly.
- 557.04 Address of lot(s) to be provided.
- 557.05 Serving of notice to abate nuisance.
- 557.06 Right of entry; abatement by City.
- 557.07 Bill to be sent to owner.
- 557.08 Noncompliance.
- 557.99 Penalty.

CROSS REFERENCES

Removal of noxious weeds or litter- see Ohio R.C. 731.51
Sweeping of leaves and grass onto public way - see GEN. OFF. 521.10
Listing of Noxious Weeds – see OAC 901:5-37-01

557.01 NUISANCE CONDITIONS PROHIBITED.

No owner of any lots or lands located within the City shall permit upon such lots or lands noxious weeds, as defined by the State of Ohio Noxious Weed List (OAC 901:5-37-01), or other weeds of rank growth, exceeding eight inches in height, or overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass, exceeding six inches in height, which would constitute a nuisance or endanger the public health.

(Ord. 2026-22. Passed 09-08-2026.)

557.02 DETERMINATION OF NUISANCE.

The City Manager or his nominee/designee are hereby authorized to determine if such weeds, grass, or vegetation on any lots or lands within the City exceed the heights specified in Section 557.01 and constitute a nuisance or endanger the public health.

(Ord. 2025-28. Passed 11-12-25.)

557.03 WEEDS TO BE CUT REGULARLY.

(a) It is hereby determined that noxious weeds, as defined by the State of Ohio (OAC 901:5-37-01), or other weeds of rank growth growing at a height of eight inches or higher, or overgrown yard grass (including in front yards, side yards, and rear yards), vegetation and/or wild grass growing at a height of six inches or higher upon any property in the City are a public nuisance and are a violation of Section 557.01.

(b) The City Manager or his nominee/designee, for the first two calendar weeks of each year, shall publish this determination in a newspaper of local circulation and shall make

demand that all property owners regularly cut such weeds, grass and vegetation growing upon their properties during the ensuing months of the year.

(c) Should any such noxious weeds, as defined by the State of Ohio (OAC 901:5-37-01), or other weeds of rank growth, or should any overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass be found on any property within the City and exceed the height restrictions in Section 557.01 after the foregoing publication has been completed, after notice to the owner has been sent in accordance with Section 557.05 and after failure of the owner to timely comply with such notice, then the City Manager or his nominee/designee may cause these to be cut at the expense of the City.

(Ord. 2026-22. Passed 09-08-2026.)

557.04 ADDRESS OF LOT(S) TO BE PROVIDED.

Any resident or person making a complaint to the City that a nuisance exists on any lots or lands located within the City shall provide to the City Manager or his nominee/designee the address of such lot(s) or lands.

(Ord. 2025-28. Passed 11-12-25.)

557.05 SERVING OF NOTICE TO ABATE NUISANCE.

(a) After a determination has been made as set forth in Section 557.02 that a nuisance exists upon any lots or lands within the City or that the public health is endangered therefrom, the City Manager or his nominee/designee shall cause one (1) written notice per calendar year to be served upon the owner of such lots or lands that such nuisance or endangering of the public health must be abated by cutting or destroying such weeds, grass or vegetation as set forth in Section 557.01 within seven (7) days from the date of such notice. The notice shall also state that such weeds, grass and vegetation are to be maintained thereafter during such calendar year with sufficient frequency to prevent such weeds, grass or vegetation from exceeding the heights specified in Section 557.01.

(b) Service of the notice, described in subsection (a) hereof, shall be sent by certified mail to the owner of such lots or lands at the mailing address listed by the Erie County Auditor's tax list; and also optionally by regular mail or personal service to such owner, or by posting it at the subject lot or lands.

(c) If service by certified mail under Subsection (b) is not successful, then it shall be sufficient to publish such notice once in a newspaper of general circulation,

(d) If, after the notice has been served in accordance with this Section, the City Manager or his nominee/designee determines that a subsequent violation of Section 557.01 has occurred within the same calendar year, the City of Huron may again proceed with the remedy set forth in Section 557.06 for such subsequent violations without the need for giving additional notices as set forth in this Section. (Ord. 2025-28. Passed 11-12-25.)

557.06 RIGHT OF ENTRY; ABATEMENT BY CITY.

Upon the failure of an owner of such lots or lands to timely abide and comply with the notice sent in accordance with Section 557.05, the City Manager or his nominee/designee may, by the direct employment of City laborers or a contractor selected by the City, enter upon such lots or lands and abate such nuisance by causing such weeds, grass or vegetation to be cut or destroyed. (Ord. 2025-28. Passed 11-12-25.)

557.07 BILL TO BE SENT TO OWNER.

When the City Manager or his nominee/designee arranges for a nuisance to be abated in accordance with Section 557.06, the City Manager shall cause a bill for all costs related to such abatement to be mailed to the owner of such lots or land by certified mail, return receipt requested. Such bill shall include any and all costs incurred by City laborers or the city's authorized contractor in abating the nuisance. If the owner or other occupant of the lots or lands prevents or otherwise restricts the abatement of such nuisance, then the bill shall include all costs incurred in arranging for the abatement (including but not limited to a contractor's minimum charges for dispatch to the lots or lands).

The bill for a first violation of Section 557.01 within a calendar year shall be in the amount of one hundred fifty percent (150%) of the incurred costs. For any subsequent violation of Section 557.01 within the same calendar year, the bill shall be in the amount of two hundred percent (200%) of the incurred costs.

(Ord. 2025-28. Passed 11-12-25.)

557.08 NONCOMPLIANCE.

Any person failing to pay the bill set forth in Section 557.07 within twenty (20) days of being billed shall be subject to all available collection procedures and judicial processes, including but not limited to having such unpaid bill certified to the owner's tax duplicate with the County Auditor, in accordance with the Ohio Revised Code.

(Ord. 2025-28. Passed 11-12-25.)

557.99 PENALTY.

(a) Whoever violates Section 557.01 is guilty of a minor misdemeanor. Each day's violation shall constitute a separate offense.

(b) Whoever, after first being charged and convicted of a violation pursuant to Section 557.01, subsequently violates any Section 557.01 in the same calendar year, is guilty of a misdemeanor of the fourth degree. Each day's violation shall constitute a separate offense.

(Ord. 2025-28. Passed 11-12-25.)

CODIFIED ORDINANCES OF HURON



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Ordinance No. 2026-24 (**second reading**) (*submitted by Doug Steinwart*)
DATE: August 25, 2026

Subject Matter/Background

The Huron Boat Basin provides seasonal dockage as part of its overall marina operations, with seasonal slips available to both Huron residents and non-residents. Seasonal dockage rates are established under Section 385.01, Rules, Permits and Fees, of Chapter 385 – Small Boat Mooring Harbor. Historically, the City has periodically reviewed seasonal dockage rates to ensure that fees remain appropriate given operating costs, facility needs and market conditions. The cost of operating and maintaining the marina has continued to increase. Marina operations require ongoing expenditures for utilities, maintenance, repairs, staffing, supplies and the upkeep of aging waterfront infrastructure. For that reason, staff reviewed the current seasonal dockage rate structure in advance of the 2027 boating season.

The proposed adjustment is intended to provide additional operating revenue while keeping increases relatively modest for individual seasonal boaters.

Proposed 2027 Rate Adjustment

For Huron residents, the proposal would increase the annual seasonal rate to:

- **20-foot slips:** \$980 to \$1,020 (increase of **\$40/year**)
- **24-foot slips:** \$1,584 to \$1,632 (increase of **\$48/year**)
- **30-foot slips:** \$2,130 to \$2,190 (increase of **\$60/year**)

For non-residents, the proposal would increase the annual seasonal rate to:

- **20-foot slips:** \$1,020 to \$1,060 (increase of **\$40/year**)
- **24-foot slips:** \$1,632 to \$1,680 (increase of **\$48/year**)
- **30-foot slips:** \$2,250 to \$2,340 (increase of **\$90/year**)

The proposed rates continue the City's practice of providing Huron residents with a discounted seasonal dockage rate.

Seasonal occupancy at the Huron Boat Basin remains strong and supports a modest adjustment to the rate structure.

During the 2026 season:

- 15 of 18 available 20-foot seasonal slips were occupied — **83.3%**

- 33 of 34 available 24-foot seasonal slips were occupied — **97%**
- All 18 available 30-foot seasonal slips were occupied — **100%**

Financial Review

The presented rate increase will provide estimated additional annual revenue of \$5,000 for the Boat Basin. This revenue increase will help the Boat Basin to catch up on needed facility maintenance items.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion place Ordinance No. 2026-24 on its first reading is in order.

[Ordinance No. 2026-24 Section 385.01\(a\)\(1\) 2026 Transient Dockage Mooring Fees.docx](#)

ORDINANCE NO. 2026-24

Introduced by Mark Claus

AN ORDINANCE AMENDING AND RESTATING SECTION 385.01(a)(1) RULES; PERMIT AND FEES OF CHAPTER 385 SMALL BOAT MOORING HARBOR OF THE HURON CODIFIED ORDINANCES.

WHEREAS, this Council hereby determines the changes and amendments set forth within this Ordinance are in the best interest of the City of Huron and its citizens.

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

Section 1. That Section 385.01(a)(1) (Rules; Permit and Fees) of Chapter 385 (Small Boat Mooring Harbor) of the Codified Ordinances of the City of Huron, Ohio, which currently reads:

(a)(1) No person shall moor a vessel at a City dock without first obtaining an official permit and berth assignment from the Dock Master, which permit shall at all times be displayed on the vessel in a manner so as to be visible from the adjoining pier or wharf. A fee shall be charged from April 1 through November 30 each year for dockage. The day period in the permit shall extend from noon to noon, and the permit shall reserve the berth for the vessel for the duration of the permit. Fees will be as follows:

Mooring Charges

Seasonal: 2026 Dockage Rates - Resident

20 ft. docks - \$48.00 per ft. = \$ 980.00

24 ft. docks - \$64.00 per ft. = \$1,584.00

30 ft. docks - \$68.00 per ft. = \$2,130.00

32 ft. docks - \$70.00 per ft. = \$2,336.00

Seasonal: 2026 Dockage Rates - Non-Resident*

20 ft. docks - \$50.00 per ft. = \$1,020.00

24 ft. docks - \$66.00 per ft. = \$1,632.00

30 ft. docks - \$72.00 per ft. = \$2,250.00

32 ft. docks - \$74.00 per ft. = \$2,464.00

Less than three (3) hours - \$10.00 flat charge (one per any 24-hour period) rate cannot be deducted for a stay lasting longer than three (3) hours,

Daily fee: \$2.00 per foot with a minimum fee of \$40.00 for dock

shall be and hereby is amended to read as follows:

(a)(1) No person shall moor a vessel at a City dock without first obtaining an official permit and berth assignment from the Dock Master, which permit shall at all times be displayed on the vessel in a manner so as to be visible from the adjoining pier or wharf. A fee shall be charged from April 1 through November 30 each year for dockage. The day period in the permit shall extend from noon to noon, and the permit shall reserve the berth for the vessel for the duration of the permit. Fees will be as follows:

Mooring Charges

Seasonal: 2027 Dockage Rates - Resident

20 ft. docks - \$51.00 per ft. = \$ 1,020.00

24 ft. docks - \$68.00 per ft. = \$1,632.00

30 ft. docks - \$73.00 per ft. = \$2,190.00

Seasonal: 2027 Dockage Rates - Non-Resident*

20 ft. docks - \$53.00 per ft. = \$1,060.00

24 ft. docks - \$70.00 per ft. = \$1,680.00

30 ft. docks - \$78.00 per ft. = \$2,340.00

Less than three (3) hours - \$10.00 flat charge (one per any 24-hour period) rate cannot be deducted for a stay lasting longer than three (3) hours,

Daily fee: \$2.00 per foot with a minimum fee of \$40.00 for dock

Section 2. That a new revised and restated Section 385.01(a)(1) (Rules; Permit and Fees) of Chapter 385 (Small Boat Mooring Harbor) of the Codified Ordinance of the City of Huron shall be, and hereby is, adopted and thereafter shall be in full force and effect.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 66-2026 **(second reading)** *(submitted by Isaac Phillips)*
DATE: August 25, 2026

Subject Matter/Background

Resolution No. 66-2026 is the final step in the Sidewalk Maintenance Program for District 2 (Oklahoma neighborhood). This resolution requests sidewalk repair or replacement charges be placed on the tax duplicate for those properties that failed to reimburse the City for tree services made relating to the Sidewalk Maintenance Program within thirty (30) days pursuant to Section 521.06 of the Huron Codified Ordinances. The property owners will be assessed the charges set forth on the resolution in addition to an administrative fee and applicable interest, to be paid in eight (8) equal installments over 4 years. Properties assessed are as follows:

Parcel Number Amount

42-01835.000	\$ 700.00
42-00610.000	\$ 349.31
42-00622.000	\$ 2,208.00
42-01738.000	\$ 759.00
42-00534.000	\$ 448.50
42-00970.000	\$ 3,061.50
42-01407.000	\$ 345.00
42-00253.000	\$ 34.50

Financial Review

Finance staff has reviewed the invoicing and collections process of the sidewalk maintenance program; the referenced parcels reflect amounts billed and unpaid to date.

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 placing Resolution No. 66-2026 on its second reading is in order.

[Resolution No. 66-2026 Certify Sidewalk Repairs Costs to Auditor \(2\).docx](#)

RESOLUTION NO. 66-2026

Introduced by Joel Hagy

A RESOLUTION CERTIFYING SIDEWALK REPAIR AND/OR CONSTRUCTION CHARGES TO THE ERIE COUNTY AUDITOR FOR COLLECTION.

BE IT RESOLVED by the Council of the City of Huron, Ohio:

SECTION 1. That, pursuant to Section 521.06 of the Codified Ordinances of the City of Huron, it is hereby determined and declared that the following list of sidewalk repair and/or construction charges is delinquent and unpaid:

Parcel Number	Amount
42-01835.000	\$ 700.00
42-00610.000	\$ 349.31
42-00622.000	\$ 2,208.00
42-01738.000	\$ 759.00
42-00534.000	\$ 448.50
42-00970.000	\$ 3,061.50
42-01407.000	\$ 345.00
42-00253.000	\$ 34.50

The Finance Director is hereby directed to do all things necessary to cause said unpaid sidewalk repair charges to be certified to the Erie County Auditor for collection as other taxes, and the Erie County Auditor is hereby requested pursuant to statute, to cause said charges to be extended starting on the 2027 tax duplicate for collection in eight semiannual installments over a period of four (4) years.

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.

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:



TO: Mayor Tapp and City Council
FROM: Isaac Phillips
RE: Resolution No. 67-2026 **(second reading)** *(submitted by Isaac Phillips)*
DATE: August 25, 2026

Subject Matter/Background

Resolution No. 67-2026 is the final step in the Tree Maintenance Program for District 2 (Oklahoma) and District 3 (Old Plat). This resolution requests tree removal and/or maintenance charges be placed on the tax duplicate for those properties that failed to reimburse the City for tree services made relating to the Tree Maintenance Program within thirty (30) days pursuant to Section 521.15 of the Huron Codified Ordinances. The property owners will be assessed the charges set forth on the resolution in addition to an administrative fee and applicable interest, to be paid in eight (8) equal installments over 4 years. Properties assessed are as follows:

Parcel Number	Location	Amount
42-00800.000	304 Brunswick Dr Huron OH 44839	\$ 50.00
42-01070.000	521 Center St Huron OH 44839	\$ 70.00
42-00780.000	330 Center St Huron 44839	\$ 100.00
42-00980.000	215 Center St Huron OH 44839	\$ 40.00
42-01257.000	206 Center St Huron OH 44839	\$ 60.00
42-00622.000	516 Adams St Huron OH 44839	\$ 1,275.00
42-00047.000	309 Williams St Huron OH 44839	\$ 150.00
42-00213.000	429 Williams St Huron OH 44839	\$ 1,400.00
42-00398.000	414 Ohio St Huron OH 44839	\$ 125.00
42-00459.000	413 Ohio St Huron OH 44839	\$ 40.00
42-01912.000	346 Main St Huron OH 44839	\$ 1,000.00

There have been no changes made to this legislation since its first reading on August 11, 2026.

Financial Review

Finance staff has reviewed the invoicing and collections process of the tree maintenance program; the referenced parcels reflect amounts billed and unpaid to date.

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 placing Resolution No. 67-2026 on its second reading is in order.

[Resolution No. 67-2026 Certify Tree Maintenance Costs to Auditor \(1\).docx](#)

RESOLUTION NO. 67-2026

Introduced by Joel Hagy

A RESOLUTION CERTIFYING TREE REMOVAL AND/OR MAINTENANCE CHARGES TO THE ERIE COUNTY AUDITOR FOR COLLECTION.

BE IT RESOLVED by the Council of the City of Huron, Ohio:

SECTION 1. That, pursuant to Section 521.15 of the Codified Ordinances of the City of Huron, it is hereby determined and declared that the following list of tree removal and/or maintenance charges is delinquent and unpaid:

Parcel Number	Location	Amount
42-00800.000	304 Brunswick Dr Huron OH 44839	\$ 50.00
42-01070.000	521 Center St Huron OH 44839	\$ 70.00
42-00780.000	330 Center St Huron 44839	\$ 100.00
42-00980.000	215 Center St Huron OH 44839	\$ 40.00
42-01257.000	206 Center St Huron OH 44839	\$ 60.00
42-00622.000	516 Adams St Huron OH 44839	\$ 1,275.00
42-00047.000	309 Williams St Huron OH 44839	\$ 150.00
42-00213.000	429 Williams St Huron OH 44839	\$ 1,400.00
42-00398.000	414 Ohio St Huron OH 44839	\$ 125.00
42-00459.000	413 Ohio St Huron OH 44839	\$ 40.00
42-01912.000	346 Main St Huron OH 44839	\$ 1,000.00

The Finance Director is hereby directed to do all things necessary to cause said unpaid tree removal and/or maintenance charges to be certified to the Erie County Auditor for collection as other taxes, and the Erie County Auditor is hereby requested pursuant to statute, to cause said charges to be extended starting on the 2027 tax duplicate for collection in eight semiannual installments over a period of four (4) years.

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.

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

William Biddlecombe, Vice-Mayor

ATTEST:

Clerk of Council

ADOPTED:



TO: Mayor Tapp and City Council
FROM: Isaac Phillips
RE: Ordinance No. 2026-25 (*submitted by Isaac Phillips*)
DATE: August 25, 2026

Subject Matter/Background

Ordinance No. 2026-25 requests the Council's authorization for changes to the annual budget appropriations and cash transfers between funds. Please refer to Exhibit "A" of the ordinance for the detailed breakdown.

Financial Review

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

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. 2026-25 is in order.

[Ordinance No. 2026-25 Supplemental Appropriations and Cash Transfers \(1\).docx](#)
[2026-25 Exhibit A.pdf](#)

ORDINANCE NO. 2026-25
Introduced by William Biddlecombe

AN ORDINANCE AMENDING ORDINANCE NO. 2025-31, ADOPTED ON DECEMBER 23, 2025, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES AND TO PROVIDE FOR CASH TRANSFERS.

WHEREAS, pursuant to Ordinance No. 2025-31, adopted December 23, 2025, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2026 for the operations of all City departments and offices; and

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

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

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

SECTION 1. That Exhibit "A" of Ordinance 2025-31, adopted on the 23rd day of December, 2026, as amended by Ordinance No. 2026-9 adopted on April 28, 2026, is hereby amended to provide for supplemental appropriations, appropriation transfers and cash transfers between funds as to each fund set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the Director of Finance and the City Manager are hereby authorized to expend the funds herein appropriated for the purpose of paying the operating expenses of the City for the fiscal year ending December 31, 2026, to make the cash transfers between and among those certain funds of the City, and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized to properly balance the various funds of the City.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

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

Exhibit A

DATE: 8/25/2026
ORDINANCE: 2026-25

Appropriation Measure

An appropriation measure is necessary to appropriately budget for additional expenses and transfer budget between line items. In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control, and cash transfers.

APPROPRIATION MEASURE

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount	Reason for Appropriation Measure
General	110	Police	OTHER EXPENSES	\$ 20,000	\$15K to replenish contract service budget used, but grant reimbursed. \$5K for repair to cruiser refunded by insurance claim.
General	110	General	TRANSFERS	\$ 357,046	Transitioning the general funds contribution from an HJRD payment to a direct fund transfer to the parks fund
General	110	General	OTHER EXPENSES	\$ (357,046)	Transitioning the general funds contribution from an HJRD payment to a direct fund transfer to the parks fund
Parks	207	Parks	OTHER EXPENSES	\$ 25,000	\$15K refund for grant / donation of boat basin shelter improvements. \$10K insurance claim refund for Fabens tennis court fence damage from wind storm
Boat Basin	210	Boat Basin	OTHER EXPENSES	\$ 10,000	\$10K refund of grant / donation for boat basin picnic table replacements.
Fire	214	Fire	OTHER EXPENSES	\$ 15,000	\$15K of added expenses to address equipment maintenance, mainly ambulance tires. Offset by sale of old ladder truck.
Fire	214	Fire	PERSONEL EXPENSES	\$ 80,000	Fire overtime budget running high due to staffing shortages and record call volumes.
Economic Development	277	Economic Development	OTHER EXPENSES	\$ 25,000	Sale of Berlin Rd Property allows for increased activity from the economic development fund
Conagra TIF	423	Conagra TIF	TRANSFERS	\$ 25,000	With the sale of the Conagra property complete the fund is able to repay the advance from the general fund from 2025 of \$25K.
Electric	654	Electric	OTHER EXPENSES	\$ 2,500,000	Increased electrical usage and sales
Developers Deposit	850	Developers Deposit	OTHER EXPENSES	\$ 5,000	Increased permitting activity
HJRD	860	HJRD	OTHER EXPENSES	\$ (480,413)	Eliminating appropriations from HJRD fund that will be inactivated

NET IMPACT ON TOTAL APPROPRIATIONS \$ 2,224,587

Cash Transfer between Funds

Reason for Cash Transfer:

The below cash transfer from the City's General Fund will replace the previous annual expense of the City that was its contribution to the Huron Joint Recreation District. Rather than an expense item to another political subdivision, this will be a transfer directly to the City's Parks Department.

CASH TRANSFER FROM:

Cash Transfer From:		Cash Transfer To:		
Fund Name	Fund Number	Fund Name	Fund Number	Amount
General Fund	110	Parks	207	\$ 357,046
Conagra Tif Fund	423	General	110	\$ 25,000

NET CASH TRANSFER \$ 382,046



TO: Mayor Tapp and City Council
FROM: Isaac Phillips
RE: Ordinance No. 2026-18 (*submitted by Isaac Phillips*)
DATE: August 25, 2026

Subject Matter/Background

A copy of the executed Fiscal Officer's Certificate is attached hereto as Exhibit 1.

Financial Review

Below are a few financial highlights of this legislation:

1. The new project debt is set at a maximum maturity of 20 years.
2. True interest cost limit of 6%.
3. Income tax, in addition to, General Obligation property tax dollars are being pledged as repayment source.
4. This ordinance authorizes a public sale offering that will go to market with the Boat Basin bond to obtain the most competitive rate and save on cost of issuance.

Legal Review

The matter has been reviewed, follows normal administrative procedure

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2026-18 as an emergency measure is in order.

[AMERICAS 1108122623 v1 - Fiscal Officer's Certificate South Main Street - new money \(2026\).doc](#)
[Ordinance No. 2026-18 Bond Ordinance South Main Street Streetscape Project \\$1,590,000 \(1\).docx](#)

FISCAL OFFICER'S CERTIFICATE

TO THE COUNCIL OF THE CITY OF HURON, OHIO:

As fiscal officer of the City of Huron, Ohio, I certify in connection with your proposed issue of bonds in the maximum principal amount of \$1,590,000 (the Bonds) to pay costs of constructing, reconstructing, resurfacing, paving, grading, draining and making other improvements to the South Main Street Corridor in the City and, in connection therewith, constructing and reconstructing curbs, gutters, sidewalks, concrete aprons, storm sewers, catch basins and related drainage facilities, parking spaces and a multi-use trail, installing or relocating utilities, and replacing or adding signage, lighting, traffic signals, pedestrian safety improvements, hardscaping and landscaping, together with all necessary related improvements and appurtenances thereto, all as designated in the plans approved or to be approved by Council (the improvement), that:

1. The estimated life or period of usefulness of the improvements is at least five years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 20 years, being my estimate of the life or period of usefulness of the improvement. If and to the extent a portion of the proceeds of the Bonds may be determined to be allocated to a class or classes having a maximum maturity of less than 20 years but in excess of five years, then the maximum maturity of the Bonds would still be at least 20 years by reason of a sufficient portion of the proceeds of the Bonds allocated to a class or classes having a maximum maturity or an estimated period of usefulness in excess of 20 years.

Dated: _____, 2026

Director of Finance
City of Huron, Ohio

ORDINANCE NO. 2026-18

Introduced by Monty Tapp

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,590,000 TO PAY COSTS OF CONSTRUCTING, RECONSTRUCTING, RESURFACING, PAVING, GRADING, DRAINING AND MAKING OTHER IMPROVEMENTS TO THE SOUTH MAIN STREET CORRIDOR IN THE CITY AND, IN CONNECTION THEREWITH, CONSTRUCTING AND RECONSTRUCTING CURBS, GUTTERS, SIDEWALKS, CONCRETE APRONS, STORM SEWERS, CATCH BASINS AND RELATED DRAINAGE FACILITIES, PARKING SPACES AND A MULTI-USE TRAIL, INSTALLING OR RELOCATING UTILITIES, AND REPLACING OR ADDING SIGNAGE, LIGHTING, TRAFFIC SIGNALS, PEDESTRIAN SAFETY IMPROVEMENTS, HARDSCAPING AND LANDSCAPING, TOGETHER WITH ALL NECESSARY RELATED IMPROVEMENTS AND APPURTENANCES THERETO, ALL AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 2 is at least five years and the estimated maximum maturity of the Bonds described in Section 2 is 20 years;

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

“Authorized Denominations” means (subject to any limitations in Section 3) the denomination of \$5,000 or any integral multiple thereof.

“Bond proceedings” means, collectively, this Ordinance, the Certificate of Award, the Continuing Disclosure Agreement and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

“Bond Register” means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“Bond Registrar” means the bank or trust company appointed pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Bond Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Bond Registrar Agreement and, thereafter, “Bond Registrar” shall mean the successor Bond Registrar.

“Bond Registrar Agreement” means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and signed by the City Manager and the Fiscal Officer in accordance with Section 4.

“Bonds” means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

“Book entry form” or “book entry system” means a form or system under which (a) the ownership of book entry interests in Bonds and the principal of and interest on the Bonds may be

transferred only through a book entry and (b) physical Bond certificates in fully registered form are issued by the City only to a Depository or its nominee as registered owner, with the Bonds “immobilized” in the custody of the Depository or its agent. The book entry maintained by others than the City is the record that identifies the owners of book entry interests in those Bonds and that principal and interest.

“Certificate of Award” means the certificate authorized by Section 6(a), to be signed by the Fiscal Officer, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

“Closing Date” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“Code” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“Continuing Disclosure Agreement” means the agreement authorized by Section 6(c), to be substantially in the form on file with the Clerk of Council, made by the City for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of book entry interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company).

“Fiscal Officer” means the Director of Finance of the City.

“Interest Payment Dates” means, unless otherwise determined by the Fiscal Officer in the Certificate of Award, June 1 and December 1 of each year that the Bonds are outstanding, commencing December 1, 2026.

“Original Purchaser” means the original purchaser of the Bonds designated by the Fiscal Officer in the Certificate of Award.

“Participant” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

“Principal Payment Dates” means, unless otherwise determined by the Fiscal Officer in the Certificate of Award, December 1 in each of the years from and including 2026 to and including 2045, provided that in no case shall the total number of Principal Payment Dates exceed the maximum maturity of the Bonds referred to in the preambles hereto.

“Rule” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

“SEC” means the Securities and Exchange Commission.

“Serial Bonds” means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“Term Bonds” means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Council determines that it is necessary and in the best interest of the City to issue bonds of the City in one lot in the maximum principal amount of \$1,590,000 (the Bonds) for the purpose of constructing, reconstructing, resurfacing, paving, grading, draining and making other improvements to the South Main Street Corridor in the City and, in connection therewith, constructing and reconstructing curbs, gutters, sidewalks, concrete aprons, storm sewers, catch basins and related drainage facilities, parking spaces and a multi-use trail, installing or relocating utilities, and replacing or adding signage, lighting, traffic signals, pedestrian safety improvements, hardscaping and landscaping, together with all necessary related improvements and appurtenances thereto, all as designated in the plans approved or to be approved by Council, including the payment of expenses related to the issuance of the Bonds.

The aggregate principal amount of Bonds to be issued shall not exceed \$1,590,000 and shall be issued in an amount determined by the Fiscal Officer in the Certificate of Award to be the aggregate principal amount of Bonds required to be issued, taking into account any premium above or discount from the aggregate principal amount of the Bonds at which they are sold to the Original Purchaser, in order to effect the purpose for which the Bonds are to be issued, including the payment of any expenses properly allocable to the issuance of the Bonds.

The proceeds from the sale of the Bonds (except any premium and accrued interest) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Bonds are being issued. Any portion of those proceeds representing premium and accrued interest (after the payment of costs of issuance) shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in the Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, provided that their dated date shall not be more than 60 days prior to the Closing Date.

(a) **Interest Rates and Interest Payment Dates.** The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of 12 30-day months) as shall be

determined by the Fiscal Officer in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on the Principal Payment Dates in principal amounts as shall be determined by the Fiscal Officer, subject to subsection (c) of this Section, in the Certificate of Award, consistent with the Fiscal Officer's determination of the best interest of and financial advantages to the City.

Consistent with the foregoing and in accordance with the Fiscal Officer's determination of the best interest of and financial advantages to the City, the Fiscal Officer shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (Mandatory Redemption Dates) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that (i) the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other such fiscal year and (ii) the true interest cost of the Bonds does not exceed 6.0%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the office of the Bond Registrar designated in the Certificate of Award or, if not so designated, then at the principal corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Fiscal Officer, in the name and on behalf of the City, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory

Redemption Dates and in the principal amounts payable on those dates, for which provision is made in the Certificate of Award (such dates and amounts being the Mandatory Sinking Fund Redemption Requirements).

The aggregate of the money to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that date the principal amount of Term Bonds payable on that date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Fiscal Officer, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Fiscal Officer, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Fiscal Officer, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Fiscal Officer, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities, if any, specified in the Certificate of Award shall be subject to redemption by and at the sole option of the City, in whole or in part in integral multiples of \$5,000, on the dates, in the years and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Fiscal Officer in the Certificate of Award; provided that the redemption price for any optional redemption date shall not be greater than 102%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Fiscal Officer to the Bond Registrar,

given upon the direction of this Council through a resolution or an ordinance. That notice shall specify the redemption date and the principal amount of each maturity of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities selected by the City. If fewer than all of the Bonds of a single maturity are to be redeemed, the selection of Bonds of that maturity to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (a) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (a) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (b) the redemption price to be paid, (c) the date fixed for redemption, and (d) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the fifteenth day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If money for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If that money shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid,

those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All money held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, provided that any interest earned on the money so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the City Manager and the Fiscal Officer, in the name of the City and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Fiscal Officer, shall be numbered as determined by the Fiscal Officer in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the provisions of Chapter 133 of the Revised Code and this Ordinance.

Argent Institutional Trust Company is appointed to act as the initial Bond Registrar; provided, however, that the Fiscal Officer is authorized to appoint a different Bond Registrar in the Certificate of Award after determining that such bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose. The City Manager and the Fiscal Officer shall sign and deliver, in the name and on behalf of the City, the Bond Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the Clerk of Council. The Bond Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Fiscal Officer on behalf of the City, all of which shall be conclusively evidenced by the signing of the Bond Registrar Agreement or amendments thereto. The Fiscal Officer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Bond Registrar Agreement from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Fiscal Officer on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) **Bond Registrar.** So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at the office satisfactory to the Fiscal Officer and the Bond Registrar. Subject to the provisions of Section 6, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid

and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the office of the Bond Registrar designated in the Certificate of Award or, if not so designated, then at the principal corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the Fiscal Officer determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book entry system and, if and so long as a book entry system is utilized, (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent which may be the Bond Registrar; (ii) the book entry interest owners of Bonds in book entry form shall not have any right to receive Bonds in the form of physical securities or certificates; (iii) ownership of book entry interests in Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of book entry interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Fiscal Officer may attempt to establish a securities depository/book entry

relationship with another qualified Depository. If the Fiscal Officer does not or is unable to do so, the Fiscal Officer, after making provision for notification of the book entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Fiscal Officer is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the Fiscal Officer determines to be necessary in connection with a book entry system for the Bonds.

Section 6. Award and Sale of the Bonds.

(a) Original Purchaser Designated in Certificate of Award. The Bonds shall be sold to the Original Purchaser at a purchase price, not less than 97% of their aggregate principal amount, to be determined by the Fiscal Officer in the Certificate of Award, plus accrued interest on the Bonds from their date to the Closing Date, and shall be awarded by the Fiscal Officer with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance. The Fiscal Officer is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The Fiscal Officer shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The City Manager, the Fiscal Officer, the Law Director, the Clerk of Council and other City officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

(b) Primary Offering Disclosure – Official Statement. The City Manager and the Fiscal Officer, on behalf of the City and in their official capacities, are authorized to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, an official statement in connection with the original issuance of the Bonds, (ii) determine, and to certify or otherwise represent, when the official statement is to be “deemed final” (except for permitted omissions) by the City or is a final official statement for purposes of SEC Rule 15c2-12(b)(1), (3) and (4), (iii) use and distribute, or authorize the use and distribution of, that official statement and any supplements thereto in connection with the original issuance of the Bonds and (iv) complete and sign that official statement as so approved together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of that official statement as they deem necessary or appropriate.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The Fiscal Officer is

authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the Clerk of Council. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this ordinance and not substantially adverse to the City and that are approved by the Fiscal Officer, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement.

The Fiscal Officer is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Fiscal Officer shall consult with and obtain legal advice from, as appropriate, the Law Director and/or bond or other qualified independent special counsel selected by the City. The Fiscal Officer, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Application for Rating or Bond Insurance; Financing Costs. If, in the judgment of the Fiscal Officer, the filing of an application for (A) a rating on the Bonds by one or more nationally-recognized rating agencies, or (B) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the Fiscal Officer is authorized to prepare and to submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent paid by the Bond Registrar in accordance with the Certificate of Award and/or the Bond Registrar Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or to be appropriated for that purpose. The Fiscal Officer is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Fiscal Officer determines to be necessary in connection with obtaining that bond insurance.

The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Bonds, except to the extent paid by the Bond Registrar in accordance with the Certificate of Award and/or the Bond Registrar Agreement, and the Fiscal Officer is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 7. Provisions for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year the amount of the tax shall be reduced by the amount of lawfully available municipal income taxes appropriated and to be applied to the payment of the debt charges on the Bonds in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Sections 133.05(B)(7) and 5705.51(A)(5) and (D) of the Revised Code, to appropriate annually from such municipal income taxes such amounts, and to continue to levy and collect such municipal income taxes in such amounts, as are necessary to meet such annual debt charges. Nothing in this section in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

Section 8. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Section 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest thereon will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Fiscal Officer, or any other officer of the City having responsibility for the issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation of the Bonds as “qualified tax-exempt obligations”), choice, consent, approval or waiver on behalf of the City with respect to the Bonds as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting the favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

Section 9. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a signed copy of the Certificate of Award to the Erie County Auditor.

Section 10. Retention of Bond and Disclosure Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond and disclosure counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Bonds and the rendering of the necessary legal opinions upon the delivery of the Bonds. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Fiscal Officer is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 11. Retention of Municipal Advisor. In connection with the issuance of the Bonds, the municipal advisory services of Sudsina & Associates, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Fiscal Officer is authorized to provide for the payment of those fees and any reimbursements from the proceeds of the Bonds to the extent available and otherwise is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 12. Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 13. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken in open meetings of this Council or committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 14. Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of this City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to enter into contracts for the improvement which is needed to eliminate existing or potential hazards to vehicular and pedestrian traffic in the City and to otherwise provide for the health and safety of the residents of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

PASSED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 68-2026 (*submitted by Stuart Hamilton*)
DATE: August 25, 2026

Subject Matter/Background

An RFQ for Inspection and Contract Administration services was issued, with 5 companies responding. KEM were picked as the most qualified for this project. This amount of \$261,150.62 is a **not to exceed amount**. So, we will only be billed for work actually carried out. This is a budgeted amount and will be paid for out of the Bond Issuance for this project.

Financial Review

Construction and administrative costs relating to the South Main Street Streetscape project will be accounted for in fund 401 and is expected to remain within the original budgeted amount for the project.

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. 68-2026 is in order.

[Resolution No. 68-2026 KEM Construction Inspection and Administration S Main Streetscape \\$261,150.62 \(2\).docx](#)
[Resolution No. 68-2026 Exh A KEM Proposal.pdf](#)

RESOLUTION NO. 68-2026

Introduced by Tom Harris

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH K.E. MCCARTNEY & ASSOCIATES, INC. FOR PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION SERVICES RELATING TO SOUTH MAIN STREET STREETScape PROJECT (PID 118507) IN THE AMOUNT OF TWO HUNDRED SIXTY-ONE THOUSAND ONE HUNDRED FIFTY AND 62/100 (\$261,150.62).

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 K.E. McCartney & Associates, Inc. for professional construction engineering and inspection services relating to the South Main Street Streetscape Project (PID 118507) in the amount of Two Hundred Sixty-One Thousand One Hundred Fifty and 62/100 Dollars (\$261,150.62), a copy of which 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 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 30, 2026

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

**RE: Fee Proposal for Construction Administration and Inspection Services
PID 118507 | ERI-Huron Main Street**

Dear Mr. Hamilton,

K.E. McCartney & Associates, Inc., is pleased to submit the following proposal to provide Construction Administration and Inspection Services for the above-referenced project. The enclosed Engineering Services Agreement includes the proposed scope of services and fee proposal.

KEM appreciates the opportunity to be considered for providing services to the City of Huron and we look forward to working with you and your staff on this project. If there are any questions or further information is required, please contact me at rsimon@kemccartney.com or (440) 323-9608.

Sincerely,
K.E. McCartney & Associates, Inc.

A handwritten signature in blue ink that reads "Ryan Simon". The signature is stylized, with the first letters of the first and last names being large and prominent.

Ryan Simon, P.E., CPESC
Director of Construction

Enclosures

Engineering Services Agreement

Engineer: K.E. McCartney & Associates, Inc.	Client: City of Huron
52 N. Diamond St.	417 Main St.
Mansfield, Ohio 44902	Huron, OH 44839
Project No. PID 118507 CM-	Date:
Project Name: ERI-Huron Main St Streetscape	Location: Huron, Ohio

Scope of Services:

K.E. McCartney & Associates, Inc., (ENGINEER) shall provide construction administration and inspection services and shall serve as the City of Huron's (CLIENT) liaison with the Contractors and assist them in understanding the detailed scope and intent of the Contract Documents. The ENGINEER shall provide an experienced licensed professional engineer to oversee all construction activities for the Project. The ENGINEER shall comply with all ODOT Local Let requirements related to construction contract administration activities.

Construction Administration

The ENGINEER will coordinate and conduct the Pre-Construction meeting.

The ENGINEER will respond to all Requests for Information submitted by the Contractor or CLIENT during construction.

The ENGINEER will schedule and conduct regular progress meetings.

The ENGINEER will be responsible for tracking the work schedule and updates.

The ENGINEER shall act as a liaison between the CLIENT and the Contractor.

The ENGINEER will assist the CLIENT in the review and negotiation of Contractor change order requests.

The ENGINEER will provide administrative support for the resident project engineer and field personnel. Clerical support is also to be provided for the field staff for the preparation of reports and other project documentation.

The ENGINEER shall supply experienced technicians to perform site inspection. These technicians shall work under the direct supervision of the registered professional engineer described above.

The ENGINEER shall perform all functions of Prevailing Wage and SBE Compliance for the CLIENT. The ENGINEER shall perform, and record prevailing wage interviews as required. Violations and/or discrepancies to be resolved prior to project closeout.

The ENGINEER shall transmit to the Contractor all clarifications and modifications to the Contract Documents as directed by the CLIENT.

The ENGINEER shall transmit to the CLIENT all reasonable requests for modifications to the Contract Documents from the Contractor.

The ENGINEER shall provide assistance to the CLIENT in coordinating and communicating the work with affected property owners.

Construction Inspection

The ENGINEER'S Inspector(s) shall be present during all critical on-site activities by the Contractor and conduct observations of the work in progress to determine compliance with contract requirements.

The ENGINEER'S Inspector shall be present during and shall verify results for all field quality control tests required by the Contract.

The ENGINEER'S Inspector shall attend all pre-construction, construction progress, post construction and other meetings between the CLIENT and the Contractor.

Reports

The ENGINEER shall furnish the CLIENT detailed and legible written and verbal daily reports detailing the progress of the work, tabulated quantity expenditures, commentary on quality control events, progress on the construction schedule, contacts with members of the public, all test data, and any other comments relative to the project.

The ENGINEER shall notify the CLIENT of proposed non-routine test, inspections, or major phases of work.

The ENGINEER'S Inspectors shall submit all reports on standard forms accepted by the CLIENT and ODOT.

The ENGINEER shall call to the attention of the Contractor any and all deviations from the Contract Documents, any shortcomings in maintenance of traffic or any unnecessary inconveniences imposed on access to private properties. Any lack of corrective action or lack of cooperation shall immediately be referred to the CLIENT for further action.

The ENGINEER shall reject non-specified materials, either during the submittal phase, or as they arrive at the project site.

The ENGINEER shall determine the accuracy of Contractor pay requests and resolve discrepancies with the Contractor as an agent of the CLIENT. Pay requests shall then be forwarded to the CLIENT with recommendations, resulting tabulated item balances, work completed, and materials and equipment delivered to the site but not incorporated in the work. All pay requests will be reviewed by the CLIENT, in correlation with the daily reports, prior to processing. All pay requests disputes between the ENGINEER and the Contractor will be resolved by the CLIENT.

Testing

The ENGINEER shall provide field quality control construction testing services of Contractor-placed materials in compliance with Contract and ODOT requirements.

Project Completion

The ENGINEER shall submit to the Contractor and the CLIENT a list of observed deficiency items that require correction.

The ENGINEER shall conduct inspections with the CLIENT, ODOT, and Contractor after the Contractor has addressed the deficiency list and prepare a new list of deficiencies, if needed.

The ENGINEER shall verify all contract items have been completed and make acceptance recommendations to the CLIENT.

The ENGINEER shall provide all required Contract Administration and supervision of the performance of its on-site personnel and shall insure that the requirements of the contract are fulfilled. The ENGINEER'S Project Manager shall be the point of contact for the CLIENT in regard to Contract performance and administration and shall act in a general consulting capacity to the CLIENT with regard to constructability issues.

The ENGINEER shall prepare all closeout documentation and files required by ODOT, including review of those files with ODOT representatives.

The authority of the ENGINEER shall have the following limitations, except as duly authorized in writing by the CLIENT and agreed upon by the ENGINEER:

- Deviations from the Contract Documents and any changes in materials or equipment shall not be authorized.
- The ENGINEER will not perform any function that is the responsibility of the Contractor or any of the Contractor's suppliers or sub-contractors.
- No directives shall be expressed to the Contractor as to the means, methods, techniques, sequences, or procedures of construction outside of those detailed in the contract documents or as directed by the CLIENT.
- No directives shall be expressed as the Contractor's safety programs or procedures.
- The ENGINEER shall not be liable for defective work, acts of omission or operating procedures of the Contractor.

General

The following items are not included with this price proposal:

- Any construction delay, extension, or unanticipated period of work that significantly extends the Construction Phase beyond the duration listed in EXHIBIT A.
- As-built drawings

Special Conditions:

1. Additional services are any services not listed in the Scope of Services; and will be billed hourly on a cost-plus basis using a labor multiplier based on Engineer's current overhead rate at the time additional services are performed plus reimbursable expenses. Additional Services will be completed following approval by the Client.
2. Subconsultants, if required, will be billed pursuant to Item 3.8 of the Standard Terms and Conditions.
3. Client signature, direction by Client to proceed with services, and/or issuance of a Purchase Order by the Client serves as acceptance of this agreement.
4. All permit fees are the responsibility of the Client.
5. Site assessments including archaeological, environmental, ecological and wetland, or other such; and site investigations such as soil borings, or other such; are the responsibility of the Client. The Client shall provide KEM with any such assessments, delineations, or investigations that may impact project design.
6. Labor rates and reimbursable expenses may be adjusted throughout the year. Engineer's labor multiplier may be adjusted annually based on changes to Engineer's overhead rate.

Fee Arrangement:

The fee will be determined by the number of hours actually worked and charged hourly on a cost-plus basis with an estimated total fee of **\$261,150.62** per the enclosed EXHIBIT A - Fee Proposal. Labor multiplier is 3.136 based on Engineer's overhead rate. Total fee is based on the following distribution of compensation:

1. Construction Admin & Inspection \$ 261,150.62

Offered by: (Engineer):**Accepted by: (Client):**

Signature

Date

Signature

Date

Ryan Simon, P.E. / Director of Construction

Printed name / title

Printed name / title

Signature indicates the authority to bind the Client to the terms herein

Agreement Documents include:

Standard Terms and Conditions, Pages 2.1 – 2.6

Reimbursable Expenses, Page 3.1

Exhibits, if provided.

STANDARD TERMS AND CONDITIONS

SECTION 1 - SCOPE

1.1 Scope of Services. The ENGINEER shall provide the services consistent with the standard of care, as identified in "Scope of Services" (SERVICES), as identified as the responsibility of the "Project Team" which shall be defined as the ENGINEER, its agents and employees.

1.2 Notice to Proceed. SERVICES required under this AGREEMENT shall not commence until the ENGINEER receives a signed AGREEMENT from the CLIENT.

1.3 Changes in the Scope of Services. The CLIENT may, at any time, by executing an "Amendment to CLIENT-ENGINEER Agreement", make changes within the general scope of the AGREEMENT or SERVICES to be performed. If such changes cause increases or decreases in the ENGINEER'S costs, an equitable adjustment shall be made and this AGREEMENT shall be amended. The costs of such changes shall be negotiated and reduced to writing prior to performance of the SERVICES and in a manner consistent with this initial agreement.

1.4 Opinion of Probable Construction Cost. CLIENT acknowledges and agrees that ENGINEER has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions. Thus, ENGINEER's estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent its professional judgment as experienced professionals, familiar with the construction industry. ENGINEER does not guarantee that proposals, bids or actual construction cost will not vary from its Opinion of Probable Construction Cost. If the CLIENT wishes an additional opinion as to the probable construction cost, the CLIENT shall employ and independent cost estimator.

1.5 Time Period. The ENGINEER shall perform its services per the standard of care within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in "ENGINEER's Scope of Services", and are hereby agreed to be reasonable. If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably. If CLIENT authorizes changes in the scope, extent, or character of the PROJECT, then the time for performance of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably. CLIENT shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER's performance of its services.

1.6 Delays. ENGINEER is not responsible for delays due to factors beyond its control. If CLIENT requests changes in project, or CLIENT (or its other contractors or consultants) engages in acts or omissions that delay the project or ENGINEER's services, then compensation for, and time of performance of ENGINEER's services shall be adjusted appropriately. CLIENT shall promptly notify ENGINEER in writing when CLIENT learns of any fact(s) or development that affects scope or timing of ENGINEER's services.

1.7 Substantial Completion. SERVICES shall be considered substantially complete for statute of limitation and statute of repose purposes on the date of the final invoice submitted by ENGINEER to CLIENT.

SECTION 2 - CLIENTS RESPONSIBILITIES

The following are the responsibility of the CLIENT, including but not limited to:

2.1 Designate in writing before ENGINEER's commencement of SERVICES CLIENT'S representative with authority to receive information and transmit instructions for CLIENT. Changes in this individual may require additional fees.

2.2 Designate in writing before ENGINEER's commencement of SERVICES CLIENT'S requirements for Project, including objectives and constraints, design and construction standards, bonding and insurance requirements and contract forms.

2.3 Provide in writing all available information pertinent to Project relevant to the SERVICES, which ENGINEER may rely upon.

2.4 Arrange for safe access by ENGINEER upon public and private property as reasonably necessary.

2.5 Examine documents presented by ENGINEER, obtain legal and other advice as CLIENT deems appropriate, and render written decisions and approvals within reasonable time.

2.6 Obtain consents, approvals, licenses, and permits necessary for project and not included in ENGINEER's Scope of Services.

2.7 Advertise for, and open, bids when scheduled. ENGINEER may assist in these procedures at the applicable rates, if requested in writing.

2.8 Provide, or arrange to have provided, other services necessary for Project but not within scope of ENGINEER's services.

STANDARD TERMS AND CONDITIONS

SECTION 3 - COMPENSATION AND PAYMENT

3.1 Basis of Compensation. The CLIENT shall pay the ENGINEER as defined in the Fee Arrangement. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total amount unless the Fee Arrangement is based on hourly work or ENGINEER gives notice to CLIENT of changes or delays per Section 1 above, or is approved in writing by the CLIENT.

3.2 Labor, Overhead, Profit. Appropriate amounts are incorporated in the Fee Arrangement to account for labor, overhead, profit, and reimbursable expenses, subject to the terms and conditions of this Agreement.

3.3 Invoicing. Invoices shall be submitted every 4 weeks or monthly depending on ENGINEER's current invoicing schedule.

3.4 Payment. Invoices are due and payable within thirty days of receipt by CLIENT.

3.5 Interest. If payment in full is not received by ENGINEER within thirty (30) calendar days of the due date, invoices shall bear interest at two (2) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month (twenty-four percent per annum), which shall be calculated from the invoice due date and shall be due and payable by CLIENT. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

3.6 Overtime. For hourly contracts, the ENGINEER will bill overtime hours at standard hourly rates multiplied by 1.5. Overtime will not require authorization by CLIENT as long as the Total Fee authorized in the Fee Arrangement, if any, is not exceeded.

3.7 Collection Costs. If the CLIENT fails to make payments when due and ENGINEER incurs any costs in order to collect overdue sums and/or interest from the CLIENT, then CLIENT agrees that all such collection costs incurred shall immediately become due and payable to ENGINEER. Collection costs shall include, without limitation, legal fees, collection agency fees, and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for ENGINEER's times spent in efforts to collect. This obligation of the CLIENT to pay ENGINEER's collection costs shall survive the term of this Agreement or any earlier termination by either party.

3.8 Engineer's Consultants. ENGINEER may retain such Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the SERVICES, subject to reasonable, timely, and substantive objections by CLIENT. Charges from such consultants used on the project will be billed to the CLIENT at a factor of 1.0.

3.9 Set-Offs, Backcharges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the CLIENT, unless agreed to in writing by ENGINEER. Payment to ENGINEER for services rendered and expenses incurred shall be due and payable by CLIENT regardless of any subsequent suspension or termination of this Agreement by either party.

3.10 Satisfaction with Services. Payment of any invoice by the CLIENT to ENGINEER shall constitute CLIENT's satisfaction with and acceptance of ENGINEER's SERVICES to the date of payment as fully compliant with this Agreement.

3.11 Disputed Invoice. If the CLIENT objects to any portion of an invoice, the CLIENT shall so notify ENGINEER in writing within seven (7) calendar days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in ENGINEER's favor and shall be calculated on the unpaid balance from the due date of the invoice.

3.12 Suspension of Services. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, ENGINEER may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. ENGINEER shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon payment in full by the CLIENT, ENGINEER shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for ENGINEER to resume performance.

3.13 Termination of Services. If the CLIENT fails to make payment to ENGINEER in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by ENGINEER.

STANDARD TERMS AND CONDITIONS

SECTION 4 - INSURANCE AND INDEMNIFICATION

4.1 Insurance. The ENGINEER shall provide and maintain, until this AGREEMENT is completed, the following insurance, in the amounts specified herein:

Professional Insurance:	\$1,000,000 per claim \$1,000,000 Aggregate	General Liability Insurance	\$1,000,000 per occurrence \$1,000,000 Aggregate
Worker's Compensation	Per Statute	Automobile Liability Insurance	\$1,000,000 per occurrence \$1,000,000 Aggregate

4.2 Indemnity.

Professional Liability. With regard to professional liability claims, to the fullest extent permitted by law the Consultant agrees to indemnify and hold the Client, its officers, officials, and employees (hereinafter "Client") harmless from and against losses and damages to the extent caused by the negligence of the Consultant or its employees, or anyone for whom the Consultant is legally liable, but only to the extent such losses and damages are the result of death, personal injury, or property damage (other than the Work itself) to third parties.

Non-Professional Liability (General Liability). With regard to general liability claims, to the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Client from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of the negligence of the Consultant, provided that such claim, damage loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) to third parties, but only to the extent caused by the negligence of the Consultant, any subconsultant(s) of the Consultant, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

4.3 Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the CLIENT and ENGINEER, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit ENGINEER's liability to the CLIENT for ENGINEER's negligent acts, errors or omissions to \$25,000 or amount of fee payable to ENGINEER under this Agreement for this project, whichever is greater.

SECTION 5 - ALTERNATIVE DISPUTE RESOLUTION

5.1 Dispute Resolution. If a dispute arises between the parties relating to this AGREEMENT, the parties agree to promptly schedule meetings between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

5.2 Mediation. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to this AGREEMENT or the Project shall be submitted to nonbinding mediation. If the mediation is successful in reaching a settlement in writing, such settlement is binding upon the parties to this agreement.

The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their contractors, subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method of dispute resolution among the parties to all those agreements.

If mediation is unsuccessful, and the total value of either party's claims in such dispute does not exceed \$100,000, then the parties shall resolve their respective claims by fast-track arbitration with the American Arbitration Association, which shall be final and binding, and resolved under the Construction Industry Rules of the AAA for fast-track arbitration. If either party's claims in such dispute exceed \$100,000, then the parties agree to resolve such dispute through litigation in the jurisdiction of the courts in the location of the ENGINEER's office out of which it performed the SERVICES under this Agreement. The parties agree that in either instance, the prevailing party shall be entitled to the recovery of its reasonable attorney's fees, expenses, and court costs or arbitration fees from the non-prevailing party.

SECTION 6 - TERMINATION

6.1 Termination for Cause. The ENGINEER may terminate this Agreement, or any part thereof, for cause in the event that the CLIENT defaults in performance of its payment or other duties under this Agreement or in providing the ENGINEER upon written request with adequate assurance of performance, or if the CLIENT breaches any term or condition in this Agreement, and CLIENT fails to cure said default or breach within three days of ENGINEER's written notice of the default or breach. In the event that the CLIENT is terminated for default as provided herein, the ENGINEER shall be paid for services which have been completed and that are not the reason for the termination of this Agreement, plus 15% of the then-remaining contract balance as ENGINEER's lost profit on unperformed work, plus a reasonable amount to be determined by the ENGINEER in the ENGINEER's sole discretion as a remedy the default. Notwithstanding any payment of default remedy under this paragraph, the ENGINEER reserves the right to pursue all other remedies available at law.

STANDARD TERMS AND CONDITIONS

6.2 Termination for Convenience. The ENGINEER may terminate this agreement at any time and for any reason, or any part thereof, for the sole purpose of the ENGINEER's convenience. If the ENGINEER terminates this Agreement for convenience as set forth herein, at the time specified by the ENGINEER in writing to the CLIENT, the ENGINEER and the ENGINEER's subconsultants shall cease performance of services pertaining to this Agreement. The ENGINEER shall be paid for services completed up to the point in which the termination notice is received in writing by the CLIENT.

SECTION 7 - ELECTRONIC MEDIA

7.1 File Maintenance. ENGINEER is not required to maintain copies of the electronics files beyond 60 days after project completion. Project completion is defined as final payment to the contractor(s) for all work performed.

7.2 Data Files. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

7.3 Acceptance Period. The CLIENT agrees that ENGINEER will not be held liable for the completeness or correctness of the electronic media after an acceptance period of 30 days after delivery of the electronic files. ENGINEER'S the sealed drawings that accompany submittal to the CLIENT shall govern over electronic media. During this period, the CLIENT may review and examine these files; any errors detected during this time will be corrected by ENGINEER as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at ENGINEER's cost per this Agreement plus overhead & profit.

SECTION 8 - STANDARD TERMS AND CONDITIONS

8.1 Standard of Care. The SERVICES performed by the ENGINEER under this AGREEMENT shall be performed using the care and skill ordinarily used by members of the ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no certifications, warranties or guarantees, express or implied, related to the services performed by the ENGINEER under this AGREEMENT.

8.2 Quality Control. The ENGINEER shall be responsible for the quality control of its SERVICES and shall make revisions or corrections resulting from its negligent errors, ambiguities or omissions, or will re-perform its SERVICES without additional cost to the CLIENT, but subject to the terms of this AGREEMENT.

8.3 Administration and Exchange of Information. The ENGINEER is responsible for the administration of its SERVICES. The ENGINEER is responsible for administration and exchange of information with the CLIENT. All communications and exchanges of information will be performed through the designated representative of the CLIENT unless otherwise authorized by the ENGINEER.

8.4 Ownership of Documents and Data. All tangible and electronic media items prepared by ENGINEER are instruments of service and ENGINEER retains all common law, statutory and other reserved rights, including without limitation, copyrights. CLIENT may retain copies for reference, but reuse on another project without ENGINEER's written consent is prohibited. Said items are not intended to be suitable for completion of this Project by others.

8.5 Submittal or distribution of items in connection with the Project is not publication in derogation of ENGINEER's rights.

8.6 Any use or reuse of original or altered files by the CLIENT or others without written verification by ENGINEER of CADD adaptation for the specific purpose intended shall be at the CLIENT'S risk and full legal responsibility. Any verification of such adaptation by the CLIENT will entitle ENGINEER to additional compensation at the then current rate.

8.7 It is understood that the ENGINEER is not a municipal advisor and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act to any public entity or obligated person. CLIENT should ensure that the public entity or obligated person discuss all information and material provided by the ENGINEER with any and all internal or external advisors and experts that the public entity or obligated person deems appropriate before acting on the information or material.

8.8 Responsibility. It is understood that in performing engineering services, ENGINEER is not authorized to act as CLIENT's representative in regard to contractual matters or duties with CLIENT's customer, vendor, or others who may be involved in the Project. ENGINEER is a Professional Corporation. The proposed undertaking is made solely by such Corporation and the Principals and Shareholders of the Corporation have no personal liability with respect to the proposed undertaking.

8.9 Disclaimer; Asbestos or Hazardous Substances. It is understood that the handling or removal of asbestos, asbestos products, or hazardous substances involves certain health risks which require specific safety measures on the jobs, including measures for the protection of employees of CLIENT, Contractors or Subcontractors, not for protection of the general public. Such responsibility for safety and safety measures is, and shall remain that of CLIENT or CLIENT's Contractors and Subcontractors and not the ENGINEER.

8.10 Disclaimer; ADA-Americans with Disabilities Act. ADA, a civil rights law, is a complaint driven act that will be defined through the legal court system in the coming years. ENGINEER, its principals, shareholders, and staff shall assume no legal responsibility for the accuracy of any

STANDARD TERMS AND CONDITIONS

recommendations or other information contained in its design solutions. Neither shall liability be assumed for the outcome of decisions, contracts, commitments, or obligations made on the basis of ENGINEER's recommendations or design solutions.

8.11 Prevailing Law. The construction, interpretation and performance of this AGREEMENT shall be governed by and construed in accordance with the laws of the State of OHIO.

8.12 Severability. The invalidity or unenforceability of any particular provision of this AGREEMENT shall not affect the other provisions hereof, and this AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision were omitted.

8.13 Equal Employment Opportunity. The ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, religion, color, handicap, sex, age, national origin, or status as veteran.

8.14 Taxes, Royalties and Expenses. The ENGINEER shall pay all taxes, royalties and expenses incurred in connection with its SERVICES under this AGREEMENT.

8.15 Subject Headings. The subject headings of the Sections and Subsections of this AGREEMENT are included for convenience only and shall not affect the construction or interpretation of its provisions.

8.16 Continuing Obligation. Whenever necessary or reasonable to carry out the intention of the parties, the provisions of this AGREEMENT shall survive the expiration or termination of this AGREEMENT and shall continue in full force and effect.

8.17 Successors and Assigns. Neither the CLIENT nor the ENGINEER may assign, sublet, subcontract, or transfer any rights under or interests in this AGREEMENT without the written consent of the other. Except for the nonassignability of this AGREEMENT as herein provided, it shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns, and each represents to the other that the undersigned are authorized to execute this AGREEMENT on behalf of the respective parties.

8.18 Books and Records. The ENGINEER agrees to maintain reasonably proper books, records, documents, papers and shall apply consistent accounting practices to properly reflect actual transactions on its accounting books and records in accordance with the rules and regulations of the national accounting governing board. Additionally, the ENGINEER shall use such books and records to provide accurate historical cost data as a basis for pricing this AGREEMENT. The ENGINEER agrees to save and make available all such records for audit or review by the CLIENT, or any other governmental funding agency at all reasonable times during the term of this AGREEMENT and for a period of three years after final payment is made to the ENGINEER.

8.19 Deficiencies. CLIENT shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER's services. However, CLIENT shall be diligent in its review of ENGINEER's communications and written materials, and shall promptly notify the ENGINEER of any known or suspected deficiencies by CLIENT in ENGINEER's services.

8.20 Survival. All express representations, waivers, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

8.21 Waiver of Consequential Damages. Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the CLIENT nor the ENGINEER shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

8.22 Hidden Conditions. A condition is hidden if concealed by existing conditions or structure or is not capable of investigation by reasonable visual observation. If the ENGINEER has reason to believe that a condition may exist, the CLIENT shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the CLIENT fails to authorize such investigation after such notification, or (2) the ENGINEER has no reason to believe that such a condition exists, the ENGINEER shall not be responsible for the existing conditions, hidden conditions, or any resulting damages or losses resulting therefrom.

8.23 Betterment. If a required item or component of the Project is omitted from the ENGINEER's documents, the ENGINEER shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the ENGINEER's original documents. In no event will the ENGINEER be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

8.24 Construction Activities. The ENGINEER shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the CLIENT or its representatives to anyone performing any construction Work, nor for construction means and methods or job-site safety. The ENGINEER has authority to advise the CLIENT that the contractor's Work shall be rejected for not conforming to the construction documents, but only the CLIENT has the authority to reject and/or stop the Work of the contractor(s).

STANDARD TERMS AND CONDITIONS

8.25 ENGINEER's Status during Construction. If the "ENGINEER's Scope of Services" includes Construction Phase Services, The ENGINEER shall act as the CLIENT's representative in accordance with EJCDC C-700 "Standard General Conditions of the Construction Contract" except as limited by the "ENGINEER's Scope of Services". A resident project representative will only be used if specifically included in the "ENGINEER's Scope of Services".

8.26 Design without Construction Phase Services. If the "ENGINEER's Scope of Services" does not include Construction Phase Services, it is understood that the ENGINEER's services do not include Construction Phase Services, and as such the services will be provided by the CLIENT. The CLIENT assumes all responsibility for interpretation of the ENGINEER's documents and construction observation, and CLIENT waives any claims against ENGINEER that may be in any way connected thereto.

8.27 Confidential Information. The ENGINEER agrees that CLIENT's confidential information, if designated as such by CLIENT, may not be disclosed to others. However, notwithstanding the foregoing, the disclosure of CLIENT's confidential information is permitted:

- 1) if such information has become known to the public generally through no fault of the ENGINEER
- 2) if the information is regularly given to third parties without restriction on use or disclosure
- 3) if the information was provided to the ENGINEER prior to this agreement
- 4) if the ENGINEER must comply with any law, rule or regulation
- 5) if the ENGINEER must comply with its applicable professional codes of ethics or standards and conduct
- 6) if the ENGINEER must defend itself or litigate in a lawsuit or any other dispute resolution.

8.28 Relationship of the Parties. All services provided by ENGINEER are for the sole use and benefit of the CLIENT. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the ENGINEER

REIMBURSABLE EXPENSES

Reimbursable	Rate	Note
Mileage	\$49.00 / Day	Engineer Furnished Vehicle
Mileage	Current OBM Travel Policy Rate / Mi.	
Survey Total Station	\$200 / Day	
Survey 3D Scanner	\$750.00 / Day	
Survey Lidar Drone	\$600.00 / Day	
GIS GPS Unit	\$150.00 / Day	
CCTV Truck	\$76.00 / Hr.	Includes one way travel
Imagery Drone	\$150.00 / Day	



Construction Administration & Inspection Services
Fee Proposal - EXHIBIT "A"

Client: City of Huron
Description: ERI-Huron Main Street
Project No.: PID 118507
Contractor: DL Smith
Completion Date: 3/30/2027

Preconstruction Phase:

The Preconstruction Phase will include a preconstruction conference (preparation, meeting, and minutes), submittal and shop drawing review, project & file setup.

8/16/2026 to 8/30/2026 = 2.0 Weeks

Construction Phase:

The Construction Phase involves construction administration, inspection, and materials management of the project from the first day of work through the completion date. Including weekly construction status updates, progress meetings, progress payments, contract changes, claims management, prevailing wage compliance, and SBE contract compliance.

	2026	8/30/2026	to	12/13/2026	=	15.0 Weeks
No Winter Work Anticipated:		12/13/2026	to	2/28/2027	=	11.0 Weeks
	2027	2/28/2027	to	4/4/2027	=	5.0 Weeks

Post-Construction Phase:

The Post-Construction Phase will consist of all project finalization. Including walk-thru and acceptance, reconciliation of quantities for final payment, closeout documentation and affidavits, internal file audit, and ODOT finalization audit.

4/4/2027 to 5/30/2027 = 8.0 Weeks

This fee proposal is based on the estimated construction schedule above. Any construction delay, extension, or unanticipated period of work that significantly extends the Construction Phase beyond the duration listed above may require a contract modification.

LABOR HOUR DETAILERI-Huron Main Street**PROJECT MANAGER****Preconstruction Phase:**

2026	Regular Time	2.00 Weeks	@	20.0 Hours/Week	=	40.0 Hours
------	--------------	------------	---	-----------------	---	------------

Construction Phase:

2026	Regular Time	15.00 Weeks	@	10.0 Hours/Week	=	150.0 Hours
------	--------------	-------------	---	-----------------	---	-------------

2027	Regular Time	5.00 Weeks	@	10.0 Hours/Week	=	50.0 Hours
------	--------------	------------	---	-----------------	---	------------

Post-Construction Phase:

2027	Regular Time	8.00 Weeks	@	5.0 Hours/Week	=	40.0 Hours
------	--------------	------------	---	----------------	---	------------

2026 Total - Project Manger	190.0 Hours
------------------------------------	-------------

2027 Total - Project Manger	90.0 Hours
------------------------------------	------------

PROJECT ENGINEER**Preconstruction Phase:**

2026	Regular Time	2.00 Weeks	@	40.0 Hours/Week	=	80.0 Hours
------	--------------	------------	---	-----------------	---	------------

Construction Phase:

2026	Regular Time	15.00 Weeks	@	20.0 Hours/Week	=	300.0 Hours
------	--------------	-------------	---	-----------------	---	-------------

2027	Regular Time	5.00 Weeks	@	0.0 Hours/Week	=	0.0 Hours
------	--------------	------------	---	----------------	---	-----------

Post-Construction Phase:

2027	Regular Time	8.00 Weeks	@	5.0 Hours/Week	=	40.0 Hours
------	--------------	------------	---	----------------	---	------------

2026 Total - Project Engineer	380.0 Hours
--------------------------------------	-------------

2027 Total - Project Engineer	40.0 Hours
--------------------------------------	------------

PROJECT INSPECTOR**Preconstruction Phase:**

2026	Regular Time	2.00 Weeks	@	4.0 Hours/Week	=	8.0 Hours
------	--------------	------------	---	----------------	---	-----------

Construction Phase:

2026	Regular Time	15.00 Weeks	@	45.0 Hours/Week	=	675.0 Hours
------	--------------	-------------	---	-----------------	---	-------------

2027	Regular Time	5.00 Weeks	@	40.0 Hours/Week	=	200.0 Hours
------	--------------	------------	---	-----------------	---	-------------

Post-Construction Phase:

2027	Regular Time	8.00 Weeks	@	15.0 Hours/Week	=	120.0 Hours
------	--------------	------------	---	-----------------	---	-------------

2026 Total Regular - Project Inspector	683.0 Hours
---	-------------

2027 Total Regular - Project Inspector	320.0 Hours
---	-------------

VEHICLE DETAIL**VEHICLE USE**

Project Manager	20.00 Weeks	@	60.0 Miles/Week	=	1200.0 Miles
-----------------	-------------	---	-----------------	---	--------------

Project Engineer	20.00 Weeks	@	2.5 Days/Week	=	50.0 Days
------------------	-------------	---	---------------	---	-----------

Project Inspector	20.00 Weeks	@	5.0 Days/Week	=	100.0 Days
-------------------	-------------	---	---------------	---	------------

Total - Miles	1,200.0 Miles
----------------------	---------------

Total - Days	150.0 Days
---------------------	------------



Construction Administration & Inspection Services
Fee Proposal Summary - EXHIBIT "A"

Client: City of Huron
Description: ERI-Huron Main Street
Project No.: PID 118507

LABOR

<u>Phase</u>	<u>Estimated Hours</u>			
	<u>Project Manager</u>	<u>Project Engineer</u>	<u>Project Inspector</u>	
2026				
	Total Regular Hours	190.0	380.0	683.0
	Hourly Rate \$	88.00	\$ 45.00	\$ 35.00
2027				
	Total Regular Hours	90.0	40.0	320.0
	Hourly Rate \$	91.00	\$ 46.50	\$ 36.25
	Sub Total - Labor \$	24,910.00	\$ 18,960.00	\$ 35,505.00
		Total - Labor		<u>\$ 79,375.00</u>
	Labor Multiplier 3.136	Total - Labor		<u>\$ 248,884.62</u>

Note: Labor will be billed hourly on a cost-plus basis using a labor multiplier based on KEM's ODOT approved overhead rate.

REIMBURSABLES

<u>Testing / Subconsultants</u>	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Concrete Control Testing Equipment	\$ 15.00	20	\$ 300.00
Concrete Cylinders	\$ 20.00	6	\$ 120.00
Geotech Compaction Testing	\$ 900.00	2	\$ 1,800.00
Asphalt - Plant Monitor	\$ 1,000.00	2	\$ 2,000.00
Vehicles			
Daily Vehicle (Proj. Insp. & Proj. Eng.)	\$ 49.00	150	\$ 7,350.00
Mileage for Project Manager	\$ 0.58	1,200	\$ 696.00
	Total - Reimbursables		<u>\$ 12,266.00</u>

Grand Total \$ 261,150.62



TO: Mayor Tapp and City Council
FROM: Isaac Phillips
RE: Ordinance No. 2026-26 (*submitted by Isaac Phillips*)
DATE: August 25, 2026

Subject Matter/Background

A copy of the executed Fiscal Officer's Certificate is attached hereto as Exhibit 1.

Financial Review

Below are a few financial highlights of this legislation:

1. The new project debt is set at a maximum maturity of 20 years.
2. True interest cost limit of 6%.
3. Income tax, in addition to, General Obligation property tax dollars are being pledged as repayment source.
4. This ordinance authorizes a public sale offering, that will go to market with the South Main Street Streetscape bond to obtain the most competitive rate and save on cost of issuance.

Legal Review

The matter has been reviewed, follows normal administrative procedure

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2026-26 as an emergency measure is in order.

[AMERICAS 1108394488 v1 - Fiscal Officer's Certificate Boat Basin - new money \(2026\).doc](#)

[Ordinance No. 2026-26 Bond Issuance Huron Boat Basin Reconstruction Project \\$800,000 \(1\).docx](#)

FISCAL OFFICER'S CERTIFICATE

TO THE COUNCIL OF THE CITY OF HURON, OHIO:

As fiscal officer of the City of Huron, Ohio, I certify in connection with your proposed issue of bonds in the maximum principal amount of \$800,000 (the Bonds) for the purpose of paying the costs of improving the City's boat basin and related facilities, including replacing floating docks and decking and constructing, reconstructing and installing structural improvements related thereto, demolishing existing boat docks and related appurtenances, installing lighting, safety and other related equipment, and improving the electrical and other utility systems, together with all necessary related improvements and appurtenances thereto, all as designated in the plans approved or to be approved by Council (the improvement), that:

1. The estimated life or period of usefulness of the improvements is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 20 years, being my estimate of the life or period of usefulness of the improvement. If and to the extent a portion of the proceeds of the Bonds may be determined to be allocated to a class or classes having a maximum maturity of less than 20 years but in excess of five years, then the maximum maturity of the Bonds would still be at least 20 years by reason of a sufficient portion of the proceeds of the Bonds allocated to a class or classes having a maximum maturity or an estimated period of usefulness in excess of 20 years.

Dated: _____, 2026

Director of Finance
City of Huron, Ohio

ORDINANCE NO. 2026-26

Introduced by Monty Tapp

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$800,000 FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S BOAT BASIN AND RELATED FACILITIES, INCLUDING REPLACING FLOATING DOCKS AND DECKING AND CONSTRUCTING, RECONSTRUCTING AND INSTALLING STRUCTURAL IMPROVEMENTS RELATED THERETO, DEMOLISHING EXISTING BOAT DOCKS AND RELATED APPURTENANCES, INSTALLING LIGHTING, SAFETY AND OTHER RELATED EQUIPMENT, AND IMPROVING THE ELECTRICAL AND OTHER UTILITY SYSTEMS, TOGETHER WITH ALL NECESSARY RELATED IMPROVEMENTS AND APPURTENANCES THERETO, ALL AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 2 is at least five years and the estimated maximum maturity of the Bonds described in Section 2 is 20 years;

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"Authorized Denominations" means (subject to any limitations in Section 3) the denomination of \$5,000 or any integral multiple thereof.

"Bond proceedings" means, collectively, this Ordinance, the Certificate of Award, the Continuing Disclosure Agreement and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

"Bond Register" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

"Bond Registrar" means the bank or trust company appointed pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Bond Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Bond Registrar Agreement and, thereafter, "Bond Registrar" shall mean the successor Bond Registrar.

"Bond Registrar Agreement" means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and signed by the City Manager and the Fiscal Officer in accordance with Section 4.

"Bonds" means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

"Book entry form" or "book entry system" means a form or system under which (a) the ownership of book entry interests in Bonds and the principal of and interest on the Bonds may be

transferred only through a book entry and (b) physical Bond certificates in fully registered form are issued by the City only to a Depository or its nominee as registered owner, with the Bonds “immobilized” in the custody of the Depository or its agent. The book entry maintained by others than the City is the record that identifies the owners of book entry interests in those Bonds and that principal and interest.

“Certificate of Award” means the certificate authorized by Section 6(a), to be signed by the Fiscal Officer, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

“Closing Date” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“Code” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“Continuing Disclosure Agreement” means the agreement authorized by Section 6(c), to be substantially in the form on file with the Clerk of Council, made by the City for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of book entry interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company).

“Fiscal Officer” means the Director of Finance of the City.

“Interest Payment Dates” means, unless otherwise determined by the Fiscal Officer in the Certificate of Award, June 1 and December 1 of each year that the Bonds are outstanding, commencing December 1, 2026.

“Original Purchaser” means the original purchaser of the Bonds designated by the Fiscal Officer in the Certificate of Award.

“Participant” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

“Principal Payment Dates” means, unless otherwise determined by the Fiscal Officer in the Certificate of Award, December 1 in each of the years from and including 2026 to and including 2045, provided that in no case shall the total number of Principal Payment Dates exceed the maximum maturity of the Bonds referred to in the preambles hereto.

“Rule” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

“SEC” means the Securities and Exchange Commission.

“Serial Bonds” means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“Term Bonds” means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Council determines that it is necessary and in the best interest of the City to issue bonds of the City in one lot in the maximum principal amount of \$800,000 (the Bonds) for the purpose of paying the costs of improving the City’s boat basin and related facilities, including replacing floating docks and decking and constructing, reconstructing and installing structural improvements related thereto, demolishing existing boat docks and related appurtenances, installing lighting, safety and other related equipment, and improving the electrical and other utility systems, together with all necessary related improvements and appurtenances thereto, all as designated in the plans approved or to be approved by Council, including the payment of expenses related to the issuance of the Bonds.

The aggregate principal amount of Bonds to be issued shall not exceed \$800,000 and shall be issued in an amount determined by the Fiscal Officer in the Certificate of Award to be the aggregate principal amount of Bonds required to be issued, taking into account any premium above or discount from the aggregate principal amount of the Bonds at which they are sold to the Original Purchaser, in order to effect the purpose for which the Bonds are to be issued, including the payment of any expenses properly allocable to the issuance of the Bonds.

The proceeds from the sale of the Bonds (except any premium and accrued interest) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Bonds are being issued. Any portion of those proceeds representing premium and accrued interest (after the payment of costs of issuance) shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in the Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, provided that their dated date shall not be more than 60 days prior to the Closing Date.

(a) **Interest Rates and Interest Payment Dates.** The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of 12 30-day months) as shall be determined by the Fiscal Officer in the Certificate of Award. Interest on the Bonds shall be payable at such

rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on the Principal Payment Dates in principal amounts as shall be determined by the Fiscal Officer, subject to subsection (c) of this Section, in the Certificate of Award, consistent with the Fiscal Officer's determination of the best interest of and financial advantages to the City.

Consistent with the foregoing and in accordance with the Fiscal Officer's determination of the best interest of and financial advantages to the City, the Fiscal Officer shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (Mandatory Redemption Dates) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that (i) the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other such fiscal year and (ii) the true interest cost of the Bonds does not exceed 6.0%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the office of the Bond Registrar designated in the Certificate of Award or, if not so designated, then at the principal corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Fiscal Officer, in the name and on behalf of the City, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those dates, for which provision is made in

the Certificate of Award (such dates and amounts being the Mandatory Sinking Fund Redemption Requirements).

The aggregate of the money to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that date the principal amount of Term Bonds payable on that date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Fiscal Officer, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Fiscal Officer, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Fiscal Officer, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Fiscal Officer, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities, if any, specified in the Certificate of Award shall be subject to redemption by and at the sole option of the City, in whole or in part in integral multiples of \$5,000, on the dates, in the years and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Fiscal Officer in the Certificate of Award; provided that the redemption price for any optional redemption date shall not be greater than 102%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Fiscal Officer to the Bond Registrar, given upon the direction of this Council through a resolution or an ordinance. That notice shall specify

the redemption date and the principal amount of each maturity of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities selected by the City. If fewer than all of the Bonds of a single maturity are to be redeemed, the selection of Bonds of that maturity to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (a) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (a) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (b) the redemption price to be paid, (c) the date fixed for redemption, and (d) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the fifteenth day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If money for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If that money shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as

they would have borne had they not been called for redemption. All money held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, provided that any interest earned on the money so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the City Manager and the Fiscal Officer, in the name of the City and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Fiscal Officer, shall be numbered as determined by the Fiscal Officer in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the provisions of Chapter 133 of the Revised Code and this Ordinance.

Argent Institutional Trust Company is appointed to act as the initial Bond Registrar; provided, however, that the Fiscal Officer is authorized to appoint a different Bond Registrar in the Certificate of Award after determining that such bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose. The City Manager and the Fiscal Officer shall sign and deliver, in the name and on behalf of the City, the Bond Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the Clerk of Council. The Bond Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Fiscal Officer on behalf of the City, all of which shall be conclusively evidenced by the signing of the Bond Registrar Agreement or amendments thereto. The Fiscal Officer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Bond Registrar Agreement from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Fiscal Officer on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) **Bond Registrar.** So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at the office satisfactory to the Fiscal Officer and the Bond Registrar. Subject to the provisions of Section 6, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid

and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the office of the Bond Registrar designated in the Certificate of Award or, if not so designated, then at the principal corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the Fiscal Officer determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book entry system and, if and so long as a book entry system is utilized, (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent which may be the Bond Registrar; (ii) the book entry interest owners of Bonds in book entry form shall not have any right to receive Bonds in the form of physical securities or certificates; (iii) ownership of book entry interests in Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of book entry interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Fiscal Officer may attempt to establish a securities depository/book entry

relationship with another qualified Depository. If the Fiscal Officer does not or is unable to do so, the Fiscal Officer, after making provision for notification of the book entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Fiscal Officer is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the Fiscal Officer determines to be necessary in connection with a book entry system for the Bonds.

Section 6. Award and Sale of the Bonds.

(a) Original Purchaser Designated in Certificate of Award. The Bonds shall be sold to the Original Purchaser at a purchase price, not less than 97% of their aggregate principal amount, to be determined by the Fiscal Officer in the Certificate of Award, plus accrued interest on the Bonds from their date to the Closing Date, and shall be awarded by the Fiscal Officer with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance. The Fiscal Officer is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The Fiscal Officer shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The City Manager, the Fiscal Officer, the Law Director, the Clerk of Council and other City officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

(b) Primary Offering Disclosure – Official Statement. The City Manager and the Fiscal Officer, on behalf of the City and in their official capacities, are authorized to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, an official statement in connection with the original issuance of the Bonds, (ii) determine, and to certify or otherwise represent, when the official statement is to be “deemed final” (except for permitted omissions) by the City or is a final official statement for purposes of SEC Rule 15c2-12(b)(1), (3) and (4), (iii) use and distribute, or authorize the use and distribution of, that official statement and any supplements thereto in connection with the original issuance of the Bonds and (iv) complete and sign that official statement as so approved together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of that official statement as they deem necessary or appropriate.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The Fiscal Officer is

authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the Clerk of Council. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this ordinance and not substantially adverse to the City and that are approved by the Fiscal Officer, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement.

The Fiscal Officer is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Fiscal Officer shall consult with and obtain legal advice from, as appropriate, the Law Director and/or bond or other qualified independent special counsel selected by the City. The Fiscal Officer, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Application for Rating or Bond Insurance; Financing Costs. If, in the judgment of the Fiscal Officer, the filing of an application for (A) a rating on the Bonds by one or more nationally-recognized rating agencies, or (B) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the Fiscal Officer is authorized to prepare and to submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent paid by the Bond Registrar in accordance with the Certificate of Award and/or the Bond Registrar Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or to be appropriated for that purpose. The Fiscal Officer is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Fiscal Officer determines to be necessary in connection with obtaining that bond insurance.

The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Bonds, except to the extent paid by the Bond Registrar in accordance with the Certificate of Award and/or the Bond Registrar Agreement, and the Fiscal Officer is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 7. Provisions for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year the amount of the tax shall be reduced by the amount of lawfully available municipal income taxes appropriated and to be applied to the payment of the debt charges on the Bonds in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Sections 133.05(B)(7) and 5705.51(A)(5) and (D) of the Revised Code, to appropriate annually from such municipal income taxes such amounts, and to continue to levy and collect such municipal income taxes in such amounts, as are necessary to meet such annual debt charges. Nothing in this section in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

Section 8. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Section 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest thereon will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Fiscal Officer, or any other officer of the City having responsibility for the issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation of the Bonds as "qualified tax-exempt obligations"), choice, consent, approval or waiver on behalf of the City with respect to the Bonds as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting the favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

Section 9. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a signed copy of the Certificate of Award to the Erie County Auditor.

Section 10. Retention of Bond and Disclosure Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond and disclosure counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Bonds and the rendering of the necessary legal opinions upon the delivery of the Bonds. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Fiscal Officer is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 11. Retention of Municipal Advisor. In connection with the issuance of the Bonds, the municipal advisory services of Sudsina & Associates, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Fiscal Officer is authorized to provide for the payment of those fees and any reimbursements from the proceeds of the Bonds to the extent available and otherwise is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 12. Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 13. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken in open meetings of this Council or committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 14. Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of this City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to timely enter into contracts for the improvements and to otherwise provide for the health and safety of the residents of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

PASSED: _____



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Resolution No. 69-2026 (*submitted by Doug Steinwart*)
DATE: August 25, 2026

Subject Matter/Background

Resolution No. 69-2026 authorizes the City Manager to accept the Base Bid cost of \$750,814.57 from Shoreline Contractors (see bid attached hereto as Exhibit 2). The proposed project includes the demolition and removal of the existing Docks B and H and their respective anchorage systems, gangways, and utilities in the City of Huron's Boat Basin. The Base Bid includes the installation of new replacement floating docks decked with concrete pavers for transient dockage at the Huron Boat Basin. The replacement of Docks B and H includes the installation of new anchorage systems, gangways, utilities and pedestals. Five base bids were received and opened on July 15, 2026. The bid tabulation is attached hereto as Exhibit 1.

This project was awarded \$300,000 from a Boating Infrastructure Grant through ODNR and \$200,000 through HB2 One-Time Strategic Community Investment Fund.

Financial Review

To bridge the gap between the grant funding and the total cost of the project the city will look to issue a bond in conjunction with the South Main Street Streetscape project. This will allow for both projects to take advantage of tax-exempt borrowing and the added amount to the original plan of borrowing for the South Main Street Streetscape project moves the needle enough that it makes sense to pivot from a direct placement with a bank to a public sale offering to ensure the most competitive interest rate. Adding in the boat basin borrowing the estimated annual debt payment increased by \$10,000 from the original budgeted debt service for the South Main Street Streetscape project, a minor amount relative to the scope of the dock improvements to take place at the boat basin thanks to the help of \$500,000 in grant funding.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 69-2026 is in order.

[Resolution No. 69-2026 Exh 1 Bid Tabulation.pdf](#)

[Resolution No. 69-2026 Exh 2 Shoreline Contractors Bid.pdf](#)

[Resolution No. 69-2026 Shoreline Bid Award Marina Dock Replacement \\$750,814.57.docx](#)

HURON BOAT BASIN FLOATING DOCK REPLACEMENT

330 MAIN STREET, HURON, OHIO 44839

BID TABULATION

Item No.	Description	Quantity	Unit	Summerset Marine Construction	Pipe Creek Enterprises	Shoreline Contractors	Littoral Services	Huffman Equipment Rental
Base Bid								
1	Mobilization	1	LS	\$ 95,066.67	\$ 15,000.00	\$ 31,060.00	\$ 43,765.00	\$ 35,000.00
2	Demolition of Existing Docks and Appurtenances	1	LS	\$ 51,066.67	\$ 51,120.00	\$ 20,000.00	\$ 120,050.00	\$ 70,800.00
3	20'x5' Aluminum Gangway with 2' Steel Transition Plate	1	EA	\$ 44,000.00	\$ 12,110.40	\$ 21,816.65	\$ 15,660.00	\$ 30,675.00
4	16'x3' Aluminum Gangway with 2' Steel Transition Plate	1	EA	\$ 30,666.67	\$ 13,302.00	\$ 16,691.60	\$ 9,470.00	\$ 24,550.00
5	New Typical Telescoping Anchor Piles	28	EA	\$ 26,666.64	\$ 50,400.00	\$ 91,675.92	\$ 106,736.00	\$ 67,480.00
6	New Floating Docks B & H with Concrete Paver Decking	3408	SF	\$ 624,924.96	N/A	\$ 364,996.80	\$ 420,888.00	\$ 424,296.00
7	Replace Dock H Wooden Standpipe Support	1	LS	\$ 666.67	\$ 4,850.40	\$ 11,891.25	\$ 22,560.00	\$ 30,400.00
8	New Shore Power Pedestals	15	EA	\$ 60,108.00	\$ 45,081.00	\$ 47,335.05	\$ 56,145.00	\$ 40,425.00
9	New Dock Utilities (Electric & Water)	1	LS	\$ 134,152.00	\$ 75,914.00	\$ 145,347.30	\$ 99,900.00	\$ 117,615.65
Base Bid Cost				\$ 1,067,318.28	\$ 267,777.80	\$ 750,814.57	\$ 895,174.00	\$ 841,241.65

Bid Alternate 1								
1	New Floating Docks B & H with Composite Lumber Decking	3408	SF	\$ 687,938.88	\$ 315,240.00	\$ 386,467.20	\$ 427,704.00	\$ 460,080.00
Total Project Cost				\$ 1,130,332.20	\$ 583,017.80	\$ 772,284.97	\$ 901,990.00	\$ 877,025.65

Responsive Bidding Checklist								
Documents Required								
1	Signed Copy of the Bid Form			YES	YES	YES	YES	YES
2	Written Verification that All Addenda Received & Reviewed			YES	NO	YES	YES	YES
3	Affidavit as to Interested Parties			YES	NO	YES	NO	YES
4	Certificate Verifying Bidder is Authorized to Do Business in State of Ohio (for corporations not chartered in Ohio only)			YES	N/A	N/A	N/A	N/A
5	Bid Guarantee Bond			YES	NO	YES	YES	YES

Notes about Required Bidding Documents	None	2: Addenda 1-3 acknowledged. Addendum 04 not acknowledged 3: Non-Notarized Letter 5: No Bond, No Certified/Cashier's Check, No Letter of Credit Pursuant to ORC 1305	None	3: Non-Notarized Letter	3: Non-Collusion Affidavit
--	------	---	------	-------------------------	----------------------------

SECTION 00 41 00

BID FORM

HURON BOAT BASIN FLOATING DOCK REPLACEMENT
330 MAIN STREET, HURON OHIO 44839

HURON BOAT BASIN FLOATING DOCK REPLACEMENT

Item No. **Specification Section** **Description** **Estimated Quantity** **Unit** **Unit Price** **Extended Price**

Base Bid: The proposed project includes the demolition and removal of the existing Docks B and H and their respective anchorage systems, gangways, and utilities in the City of Huron's Boat Basin in Erie County, Ohio. The Base Bid includes the installation of new replacement floating docks decked with concrete pavers for transient dockage at the Huron Boat Basin. The replacement of Docks B and H includes the installation of new anchorage systems, gangways, utilities and pedestals.

Bid Alternate 1: HDPE decking shall be used in lieu of concrete pavers in Base Bid.

Base Bid

1	01 71 13	Mobilization	1	LS	31,060.00	31,060.00
2	02 06 00	Demolition of Existing Docks and Appurtenances	1	LS	20,000.00	20,000.00
3	35 51 14	20'x5' Aluminum Gangway with 2' Steel Transition Plate	1	EA	21,816.65	21,816.65
4	35 51 14	16'x3' Aluminum Gangway with 2' Steel Transition Plate	1	EA	16,691.60	16,691.60
5	35 51 14	New Typical Telescoping Anchor Piles	28	EA	3,274.14	91,675.92
6	35 51 14	New Floating Docks B & H with Concrete Paver Decking	3408	SF	107.10	364,996.80
7	-	Replace Dock H Wooden Standpipe Support	1	LS	11,891.25	11,891.25
8	-	New Shore Power Pedestals	15	EA	3,155.67	47,335.05
9	-	New Dock Utilities (Electric & Water)	1	LS	145,347.30	145,347.30
					Base Bid Cost:	750,914.57

Bid Alternate 1

1	35 51 14	New Floating Docks B & H with Composite Lumber Decking	3408	SF	113.40	386,467.20
					Total Project Cost:	1,137,381.77

SIGNATURE



PRINTED NAME

Scott Mitchell

DATE

JUN 15, 2020

END OF SECTION

CONTRACTOR NAME

Shoreline Contractors LLC

150 Erie Court

Frankfort, Ohio 44001

CONTRACTOR BUSINESS ADDRESS

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Shoreline Contractors, Inc.

150 Erie Court Amherst, OH 44001

as principal and Western Surety Company

as sureties, are hereby held and firmly bound unto City of Huron

417 Main Street Huron, OH 44839

principal to the obligee on July 8, 2026 as obligee in the penal sum of the dollar amount of the bid submitted by the
Huron Boat Basin Floating Dock Replacement to undertake the project known as

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of

(\$) dollars.

(If the foregoing blank not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for the above referred project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein:

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same to remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Signed this 8th day of July, 2026.

PRINCIPAL
Shoreline Contractors, Inc.

BY: [Signature]

TITLE: President

SURETY: Western Surety Company

BY: [Signature]
Attorney-in-Fact
Zachary Huffman



SURETY COMPANY ADDRESS:

151 N. Franklin Street

Street

Chicago, IL 60606

City

State

Zip

SURETY AGENT'S ADDRESS:

AssuredPartners of Ohio, LLC
3900 Kinross Lakes Parkway #300
Richfield, OH 44286

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Zachary Huffman, Individually

of Richfield, OH its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond and Contract Bond

Principal: Shoreline Contractors, Inc.

Obligee: City of Huron

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of February, 2026.



WESTERN SURETY COMPANY

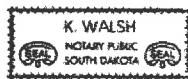
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 17th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of July, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

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

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/24/2026

Effective 04/02/2026

Expires 04/01/2027

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

WESTERN SURETY COMPANY

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

Section 3929.01 (A)

Fidelity

Other Liability

Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2025 that it has admitted assets in the amount of \$2,209,923,080, liabilities in the amount of \$724,112,270, and surplus of at least \$1,485,810,810.

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

Judith L. French

Judith French, Director



WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2025

ASSETS

Bonds	\$ 2,001,112,236
Stocks	23,674,439
Cash, cash equivalents, and short-term investments	31,569,622
Investment income due and accrued	18,609,271
Premiums and considerations	90,981,144
Amounts recoverable from reinsurers	961,708
Current federal and foreign income tax recoverable and interest thereon	2,927,740
Net deferred tax asset	19,934,710
Receivable from parent, subsidiaries, and affiliates	19,958,145
Other assets	194,065
Total Assets	<u>\$ 2,209,923,080</u>

LIABILITIES AND SURPLUS

Losses	\$ 277,849,544
Loss adjustment expense	61,153,426
Commissions payable, contingent commissions and other similar charges	17,869,837
Taxes, license and fees (excluding federal and foreign income taxes)	4,835,587
Unearned premiums	348,533,677
Advance premiums	6,351,779
Ceded reinsurance premiums payable (net of ceding commissions)	2,616,205
Amounts withheld or retained by company for account of others	3,757,322
Provision for reinsurance	1,180,112
Other liabilities	(35,219)
Total Liabilities	<u>\$ 724,112,270</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,194,914,615
Surplus as regards policyholders	<u>\$ 1,485,810,810</u>
Total Liabilities and Capital	<u>\$ 2,209,923,080</u>

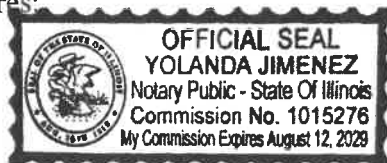
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2025, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 19th day of March, 2026.

My commission expires:



By Yolanda Jimenez Notary Public

ACKNOWLEDGMENT OF ADDENDA

Date: July 15, 2026

Project: Huron Boat Basin Floating Dock Replacement

Owner: CITY OF Huron

To Whom It May Concern:

This letter serves as written verification that Shoreline Contractors LLC has received, reviewed, and incorporated into the preparation of its bid the following addenda for the above-referenced project:

- Addendum No. 1, dated 6/5/2026
- Addendum No. 2, dated 6/30/2026
- Addendum No. 3, dated 7/6/2026
- Addendum No. 4, dated 7/14/2026

The information contained in each of the above-referenced addenda has been reviewed and considered in the preparation and submission of our bid proposal.

Respectfully submitted,

Shoreline Contractors LLC

By: 

Printed Name: Scott Mitchell

Title: President

Date: July 15, 2026

**CITY OF HURON
HURON BOAT BASIN
FLOATING DOCK REPLACEMENT**

BID DATE: July 8, 2026, at 2:00pm

DATE OF ADDENDUM: June 5, 2026

ADDENDUM NUMBER: 01

TO THE DRAWINGS AND SPECIFICATIONS FOR:

HURON BOAT BASIN FLOATING DOCK REPLACEMENT

TO ALL BIDDERS:

THIS ADDENDUM, MODIFYING THE ORIGINAL CONTRACT DOCUMENTS, SHALL BE TAKEN INTO ACCOUNT IN PREPARING PROPOSALS, AND IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS.

MODIFICATIONS TO THE CONTRACT DRAWINGS

1. SHEET 14 OF THE CONTRACT DRAWINGS HAS BEEN REVISED TO INCLUDE:
 - a. TELESCOPING ANCHOR PILE WELD DETAILS FOR DOCKS H AND B
 - b. UPDATED DETAIL NAMES FOR "TELESCOPING ANCHOR PILE DOCK H" AND "TELESCOPING ANCHOR PILE DOCK B"

END OF ADDENDUM

Preparer: KS Associates, Inc.

ATTACHMENTS

SHEET 14: 25141-ADDENDUM_01_CONSTRUCITON-2026-06-05.pdf

**CITY OF HURON
HURON BOAT BASIN
FLOATING DOCK REPLACEMENT**

BID DATE: July 8, 2026, at 2:00pm

DATE OF ADDENDUM: June 30, 2026

ADDENDUM NUMBER: 02

TO THE DRAWINGS AND SPECIFICATIONS FOR:

HURON BOAT BASIN FLOATING DOCK REPLACEMENT

TO ALL BIDDERS:

THIS ADDENDUM, MODIFYING THE ORIGINAL CONTRACT DOCUMENTS, SHALL BE TAKEN INTO ACCOUNT IN PREPARING PROPOSALS, AND IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS.

QUESTIONS FROM BIDDERS

1. Can copies of all permits obtained for this project be provided?
There are no permits for this project. It is an in-kind replacement.
2. Can the geotechnical report associated with this project be provided?
There is not a geotechnical report for this project.
3. Are there any constraints associated with the construction start date? What is the earliest date that work may commence?
The construction start date is December 1, 2026.
4. Please confirm that the existing electrical panels and associated breakers have adequate capacity for the proposed electrical improvements and will not require modification?
Landside electrical service improvements will be a separate project.
5. Is there a minimum pile driving energy or specific pile driving equipment for this project?
Piles must be driven to the depth shown in the Plans.
6. Will any adjacent City of Huron properties be available for contractor use during the construction for material staging, loading/unloading, equipment mobilization, or demolition debris handling? Specifically, can the Municipal Boat Launch property or the City-owned property located north of the boat launch be utilized?
Please refer to Section 01 30 00 Subsection 1.4.1.
7. For water-based construction activities, are contractors required to carry marine general liability insurance and specialized workers' compensation coverable applicable to operations subject to the Jones Act and the US Longshore and Harbor Workers' Compensation Act (USL&H)?
Please refer to Section 01 60 00 Subsection 1.5.
8. Please clarify retainage and liquidated damages for the project.
Retainage will be 10% of the Contract Amount. There are no liquidated damages for the project.
9. The drawings/specifications do not indicate ground fault protection at the panel serving the marina electrical system. Please confirm whether a Bender monitoring system or equivalent ground fault protection device is required to protect the feeder circuits.
Landside electrical service improvements will be a separate project.

10. The plans reference an emergency stop (E-Stop) button. Please clarify whether the E-Stop can be integrated into a standard power pedestal or if a dedicated emergency/fire pedestal is required.
An emergency/fire pedestal is not required. The E-stop button referenced in the Typical Mounting Stanchion Detail on Sheet 15 must be integrated into the standard power pedestals, must be a feature from the manufacturer, and may not be retrofitted.
11. Can you clarify the intended routing for power to the new power pedestal located on shore to the west of Dock B. Is any concrete removal required or modification to existing conditions required in this area for installation of the new pedestal.
The power pedestal on shore to the west of Dock B is to be replaced per the callout in the Proposed Site Plan Sheet 7. Landside electrical service improvements will be a separate project. No concrete removal is required.
12. Can you confirm that no concrete removal or shore modifications will be required for installation of the new SOOW cable and termination into existing panels.
No concrete removal is a part of this contract. Landside electrical service improvements will be a separate project.
13. Is 6x6 pressure treated lumber acceptable for the standpipe fender? Should bidders assume that the existing hardware can be reused? If not, what is the requirement for drilling new anchors?
6"x6" pressure treated lumber is acceptable. Bidders should not assume the existing hardware can be reused. The standpipe and anchoring hardware should be replaced in kind.

***REMAINING QUESTIONS ASKED TO DATE WILL BE ADDRESSED IN AN
ADDITIONAL ADDENDUM.***

END OF ADDENDUM

Preparer: KS Associates, Inc.

ATTACHMENTS

- None

**CITY OF HURON
HURON BOAT BASIN
FLOATING DOCK REPLACEMENT**

BID DATE: July 15, 2026, at 2:00pm

DATE OF ADDENDUM: July 6, 2026

ADDENDUM NUMBER: 03

TO THE DRAWINGS AND SPECIFICATIONS FOR:

HURON BOAT BASIN FLOATING DOCK REPLACEMENT

TO ALL BIDDERS:

THIS ADDENDUM, MODIFYING THE ORIGINAL CONTRACT DOCUMENTS, SHALL BE TAKEN INTO ACCOUNT IN PREPARING PROPOSALS, AND IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS.

QUESTIONS FROM BIDDERS

The following questions have been received from bidders as of July 6, 2026, at 12:00 pm.

1. The plans note a top-of-anchor-pile elevation of 571.0. However, the sections shown on Sheets 10-12 depict the top of pile at approximately Elevation 562.5. Please confirm the correct top-of-anchor-pile elevation.

Response: The top of the inside anchor piles in the telescoping pile assembly shall be at elevation 571 feet IGLD 1985.

2. Can specifications for the pile removal chain, including chain size, material requirements, and attachment details to the anchor pile be provided?

Response: The pile removal chain shall 3/8-inch open link hot dipped galvanized Grade 70 steel chain with minimum working load limit of 5,000 lbs.

3. Is there a basis of design for the HDPE decking material?

Response: The HDPE decking shall be composite plastic lumber, manufactured with structural grade HDPE and wood flour, and extruded to the sizes and shapes required. The material shall include a UV inhibitor and be flame resistant.

4. Are piles 27 and 28 shown on Dock A in the project scope?

Response: Dock A modifications have been removed from the project scope. No work at Dock A is included in this contract. The locations for Piles 27 and 28 have been corrected to be shown at the ends of the landward fingers on Dock B. A revised Sheet 8 is attached to this addendum.

5. The pedestals shown on sheet 15 note 1 show a E-stop button tied to the main breaker panel. No wiring is shown for this. Is this something that needs to be clarified and added to this quote or will this wiring be included in the land package?

Response: E-stops are not required at each pedestal. They will be included at the panel under a separate contract.

6. I received a quote back from my supplier from Eaton. They do not offer an E-Stop for these products despite it being shown on the figure in the electrical plans. Please advise.

Response: E-stops are not required at each pedestal. They will be included at the panel under a separate contract.

7. The detail shown on sheet 15 note 3 shows a separate redundant grounding electrode conductor being pulled alongside of the SOOW cable for code compliance. The note says to refer to grounding riser detail which does not exist on the prints provided. Can we get that detail for sizing and connections. Also, on past projects we have used a G-GC cable that has the redundant ground in the cable itself, is this acceptable?

Response: G-GC cable with integral ground is acceptable.

8. On sheet 7 of the drawings, it breaks down the circuiting for H dock as (3) 100amp circuits, 3 pedestals per circuit. There is no breakdown for B dock, these are also higher amperage pedestals due to the 50-amp plugs required. Please advise to the circuiting details of these 5 pedestals.

Response: Dock H shall have three (3) 175-amp circuits with 3 pedestals per circuit. Dock B shall have three (3) 175-amp circuits with 2 pedestals per circuit. An updated Sheet 7 is attached to this Addendum.

9. Are we sure of the pipe pile size spec ASTM A252 Grade 3? Most places do not appear to offer anything smaller than 6-5/8" O.D. I've spoken with Nucor to verify this. All pipe sizes are available in A500 Grade B.

Response: ASTM A500 Grade B pipe piles are acceptable.

10. Can you provide the prevailing wage rates in effect for this project?

Response: 2026 Prevailing Wage Rates for Ohio can be found on the Ohio Department of Commerce webpage: <https://pwr.com.ohio.gov/>

11. Is there a design or specific requirements for the wooden standpipe support, per Item 7 in the Bid Form?

Response: The wooden standpipe support is to be replaced in-kind. Pressure treated 6x6 lumber is acceptable. See response to Question 13 on Addendum 02.

12. Can you clarify the exact limits of demolition for Docks B and H? Are there any existing utilities, piles, or appurtenances that are not to be removed?

Response: All existing docks, gangways, piles and utilities on the floating docks shall be removed at Docks B and H. No landside utilities or utilities that are not on the floating docks shall be removed under this contract.

13. Are there any known obstructions, siltation, or debris in the basin that could affect pile driving or dock installation?

Response: The contractor shall be responsible for clearing any obstructions or debris from the pile locations prior to pile installation. The marina basin was last dredged in 2023.

14. The standard telescoping pilings we see would be unable to be utilized at the lengths drawn on the plans. The possible 18 feet depth from OHW to the bottom elevation of the pilings would make the specified 15 feet telescoping piling too short. Could you provide more details or specifications for the telescoping piling?

Response: The inside (smallest diameter pile) shall be 15 feet long with a top elevation of 571 feet IGLD 1985 and a tip elevation of 556 feet IGLD 1985. The center pile will cover the inside pile at the range of water levels anticipated at the marina basin.

15. What electrical scope should we include for this bid?

Response: Utilities to be installed on the floating dock (including pedestals and associated wiring and plumbing) are included in this contract starting at the gangway/shore connection. All utility work landward of the gangway/shore connection is to be performed under a separate contract.

16. What is the scope breakdown between landside electrical and dock replacement electrical?

Response: Utilities to be installed on the floating dock (including pedestals and associated wiring and plumbing) are included in this contract starting at the gangway/shore connection. All utility work landward of the gangway/shore connection is to be performed under a separate contract.

17. The budget design included E-stops at the panelboards. Are E-stops required at the pedestals?

Response: E-stops are not required at each pedestal. They will be included at the panel under a separate contract.

18. What are the wiring requirements for the dock pedestals?

Response: Dock pedestals shall be wired in accordance with the manufacturer's specifications and the requirements of NEC.

19. Can you provide grounding details for the grounding riser?

Response: The grounding riser will be installed under a separate contract.

20. Is a grounding electrode conductor required or will type G-GC cable be acceptable for wiring to dock pedestals?

Response: G-GC cable with integral ground is acceptable.

21. Is there any demo and/or replacement of the existing standpipe system? If so, can you please provide the specs for the piping and connections?

Response: There is to be no demolition or replacement to the existing standpipe system.

22. Can someone please confirm that only the following documents are required as bid documents: bid form, bid guaranty/bond, affidavit as to interested parties (stated in the legal advertisement as a bid submission requirement, however, I do not see a form/template provided in the spec book).

Response: Bids are required to include a signed copy of the bid form, written verification that three (3) bid addenda were received and reviewed while preparing the bid, an affidavit as to interested parties, certificate verifying the bidder is authorized to do business in the State of Ohio (for corporations not chartered in Ohio), and a Bid Guarantee Bond.

For the affidavit as to interested parties: In Ohio, public entities require that any bid submitted for a municipal or government contract contain a sworn affidavit disclosing all individuals and entities financially interested in the proposal. This is to ensure transparency and prevent fraud, collusion, or conflicts of interest. There is no formal template for the affidavit but it must include the full names of bidding parties, names of any partners or stakeholders, and confirmation that no public officials hold a prohibited interest.

23. Can you confirm there is no work associated with Dock A? Sheet 8 calls out piles 27 and 28 at Dock A, I assume these labels should be for the unlabeled piles at the end of the first two fingers from shore on Dock B.

Response: Dock A modifications have been removed from the project scope. No work at Dock A is included in this contract. The locations for Piles 27 and 28 have been corrected to be shown at the ends of the landward fingers on Dock B. A revised Sheet 8 is attached to this addendum.

24. Addendum 2 indicates a December 1 start date for this project. We are concerned about unknown ice conditions. Is it possible to start construction earlier, or at least demo of the existing docks?

Response: The marina is open through November. Boats are typically docked at H dock until the conclusion of the Walleye Slam/Lake Erie Fall Brawl fishing tournaments, which ends Sunday, November 29, 2026. Demolition of the existing docks cannot begin until December 1.

25. Can the Bid Date be moved to accommodate timelines for bids not yet received from floating dock manufacturers?

Response: The Bid Date has been changed to July 15, 2026, at 2:00pm.

Specification Section 00 21 13 Instructions to Bidders requires that all questions be submitted a minimum of 72 hours prior to the bid opening. The Bid Date has been changed to July 15, 2026, at 2:00pm.

MODIFICATIONS TO THE CONTRACT DRAWINGS

1. Sheet 16 is to be added to the Construction Drawings to provide details for the Pile Removal Chain and Anti-Binding Pin.

END OF ADDENDUM

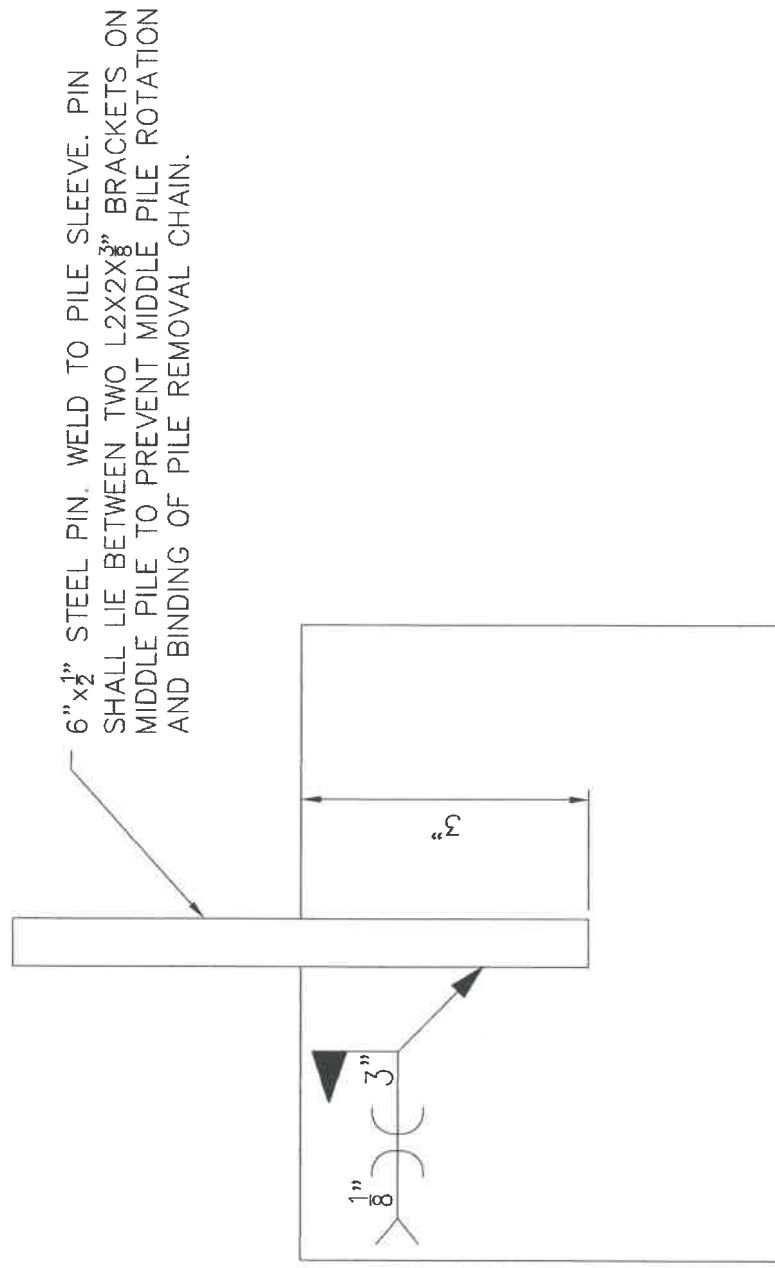
Preparer: KS Associates, Inc.

ATTACHMENTS

- Revised Sheet 7
- Revised Sheet 8
- Sheet 16 to be added to the Contract Documents







ANTI-BINDING PIN DETAIL

NO SCALE

**CITY OF HURON
HURON BOAT BASIN
FLOATING DOCK REPLACEMENT**

BID DATE: July 15, 2026, at 2:00pm

DATE OF ADDENDUM: July 14, 2026

ADDENDUM NUMBER: 04

TO THE DRAWINGS AND SPECIFICATIONS FOR:

HURON BOAT BASIN FLOATING DOCK REPLACEMENT

TO ALL BIDDERS:

THIS ADDENDUM, MODIFYING THE ORIGINAL CONTRACT DOCUMENTS, SHALL BE TAKEN INTO ACCOUNT IN PREPARING PROPOSALS, AND IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS.

QUESTIONS FROM BIDDERS

The following questions have been received from bidders as of July 13, 2026, at 12:00 pm.

1. Are the 175-amp breakers existing in the panels?

Response: The existing breakers are to be upgraded under a separate contract.

2. Should the size 2/0 wire be used instead of #2 for the 175-amp circuits?

Response: The wire shall be 2 AWG – 4 Conductor – 600V – Stranded Conductor – SOOW.

3. Is the highlighted pedestal on the attached drawing to be included in the proposal?

Response: There was no attached drawing to this question. Shore power pedestals to be included are only for Docks B and H. No pedestals at Dock A are to be included.

4. Are there separate plumbing drawings? Sheet 15 says 'refer to plumbing drawings', but I did not find a separate plumbing drawing set.

Response: There are not a separate plumbing drawing set. The only plumbing details are shown on Sheet 15. The dock water lines are to be replaced in kind.

5. Confirm quantity of water-fed hose bibbs. Bid form has 15 shore power pedestals; should all 15 receive water?

Response: All 15 utility pedestals will have water service. The pedestals shall have one ¾" inlet that divides into two ¾" hose bibbs. Each power pedestal will have two (2) hose bibb water outlets.

6. Confirm existing water tie-in location, size, condition, shutoff, backflow, and whether any shore-side work is required.

Response: The pedestals and water lines on the dock are to be replaced under this contract. No shore-side work is required.

7. Confirm dry standpipe responsibility: support only, reconnect existing, or furnish/install new standpipe and hose connections.

Response: This contract only includes replacement of the standpipe support/fender. The existing standpipe is to remain.

8. Confirm required plumbing permit, inspections, pressure testing, disinfection, and winterization requirements.

Response: No plumbing permits are required for this contract. Plumbing permits, inspection, pressure testing, disinfection, and winterization requirements will fall under the landside contract.

9. The breaker size changed from 100 amp to 175 amp, but wire is still being shown as a 4 conductor #2 SOOW cable that is not large enough to carry that ampacity. Please advise on the wire size that has been approved for this larger breaker. We recommend using a 1/0 GG-C cable which is rated at 186 amps per conductor.

Response: The wire shall be 2 AWG – 4 Conductor – 600V – Stranded Conductor – SOOW.

10. Is your team keeping a bidders list for the project? If so, could you share it with us?

Response: A plan holders list will not be released until after bid opening. A copy of the sign-in sheet from the Pre-Bid Meeting is attached to this addendum.

MODIFICATIONS TO THE CONTRACT DRAWINGS: None

END OF ADDENDUM

Preparer: KS Associates, Inc.

ATTACHMENTS

- Pre-Bid Meeting Sign-In Sheet

CITY OF HURON

PRE-BID MEETING ATTENDANCE

PROJECT: HURON BOAT BASIN FLOATING DOCK REPLACEMENT

DATE: JUNE 24, 2026

LOCATION: HURON B

KS PROJECT NUMBER: 25141

TIME: 1:00 PM

OWNER: CITY OF HUF

NAME OF REPRESENTATIVE	COMPANY NAME	STREET ADDRESS / CITY, STATE, ZIP	TELEPHONE EMAIL ADDRESS
MARK CENCER	KS ASSOCIATES	260 BURNS ROAD, SUITE 100 ELYRIA, OHIO 44035	CENCERM@KSASSOC (419)239-5935
MAX WILLIAMS	KS ASSOCIATES	260 BURNS ROAD, SUITE 100 ELYRIA, OHIO 44035	WILLIAMSM@KSASSOC (440)610-9887
Doug STEINWART	City of Huron	417 MAIN ST.	
Bryan Edwards	City of Huron	Huron OH 44839	Bryan.Edwards 419-435-4
Garrett Derry	Littoral	417 Main St	garrett@littoral 419-435-4
Jake Dunfee	Littoral Services	Huron OH 44839	Jake.Dunfee@littoral 419-435-4
Nick Palmer	NJM C excavating	PO Box 178 536 Hidden Beach Morblehead, Oh 44840	Nick.palmer@njmc 419-435-4
Ed Riley	Shoreline	3975 E Kirk Rd Port Clinton, Oh	info@shoreline 419-435-4
Brandon Bess	Pipe Creek	150 EEE CT Amherst, OH	info@pipecreek 419-435-4
Mike Pagnoli	All-Phase Power & Lighting	1031 First St Sandusky OH 44870	info@allphase 419-435-4
Ron Baum	All Phase Power & Lighting	3501 Cleveland Rd Sandusky OH 44870	ron@allphase 419-435-4

AFFIDAVIT AS TO INTERESTED PARTIES

STATE OF OHIO

COUNTY OF Lorain

Before me, the undersigned authority, personally appeared Scott Mitchell, who, being first duly sworn, deposes and states as follows:

1. Affiant

I am the President (Title) of Shoreline Contractors LLC (Company Name), the bidder submitting a proposal for the following project:

Project: Huron Boat Basin Floating Dock Replacement
Owner: City of Huron

I am authorized to execute this Affidavit on behalf of the bidder and have personal knowledge of the matters contained herein.

2. Financially Interested Parties

The following individuals and/or entities constitute all persons or entities having a financial ownership or beneficial interest in the bidder:

Name	Position/Relationship	Nature of Financial Interest
<u>Scott Mitchell</u>	<u>President</u>	<u>owner</u>
<u>Thomas Mitchell</u>	<u>Chairman</u>	<u>owner</u>
<u>Clinton Pelfrey</u>	<u>Treasurer</u>	<u>owner</u>

3. Business Organization

The bidder is organized as (check one):

☐ Sole Proprietorship

☐ Partnership

☒ Limited Liability Company (LLC)

☐ Corporation

☐ Other: _____

If the bidder is a partnership, corporation, limited liability company, or other business entity, the individuals and/or entities identified in Section 2 constitute all partners,

members, shareholders, owners, or other persons holding a financial ownership interest in the bidder.

4. Certification

The undersigned certifies that:

- The information contained in this Affidavit is true, accurate, and complete.
- No public official, public employee, or elected representative of the contracting authority has any prohibited direct or indirect financial interest in this bid or in any contract that may result from this proposal, except as disclosed below.

Exceptions (if any):

If none, state: None.

Further Affiant sayeth naught.

Bidder: Shoreline Contractors LLC

By: [Signature]

Printed Name: Scott Mitchell

Title: President

Date: July 15, 2026

NOTARY ACKNOWLEDGMENT

STATE OF Ohio
COUNTY OF Lorain

Subscribed and sworn before me on this 15th day of July, 2026, by
Scott Mitchell

[Signature]

Notary Public

My Commission Expires: 08-23-27



ALYSSA M PILZ
Notary Public, State of Ohio
Commission #: 2022-RE-852072
My Commission Expires 08-23-27

RESOLUTION NO. 69-2026

Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BASE BID AND ENTER INTO AN AGREEMENT WITH SHORELINE CONTRACTORS LLC FOR PROFESSIONAL CONSTRUCTION SERVICES RELATING TO THE HURON BOAT BASIN FLOATING DOCK REPLACEMENT PROJECT IN THE AMOUNT OF SEVEN HUNDRED FIFTY THOUSAND EIGHT HUNDRED FOURTEEN AND 57/100 (\$750,814.57).

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 award the base bid and enter into an agreement with Shoreline Contractors LLC for professional construction services relating to the Huron Boat Basin Floating Dock Replacement Project in the amount of Seven Hundred Fifth Thousand Eight Hundred Fourteen and 57/100 Dollars (\$750,814.57), a copy of which agreement is on file with the Clerk of Council.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2026-27 (*submitted by Stuart Hamilton*)
DATE: August 25, 2026

Subject Matter/Background

Drawings depicting proposed changes are attached hereto as Exhibit 1.

Financial Review

There is no financial impact relating to this legislation other than the purchase of street signs, which is included in the 2026 budget.

Legal Review

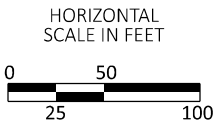
The matter has been reviewed, follows normal legislative procedure and is properly before you.

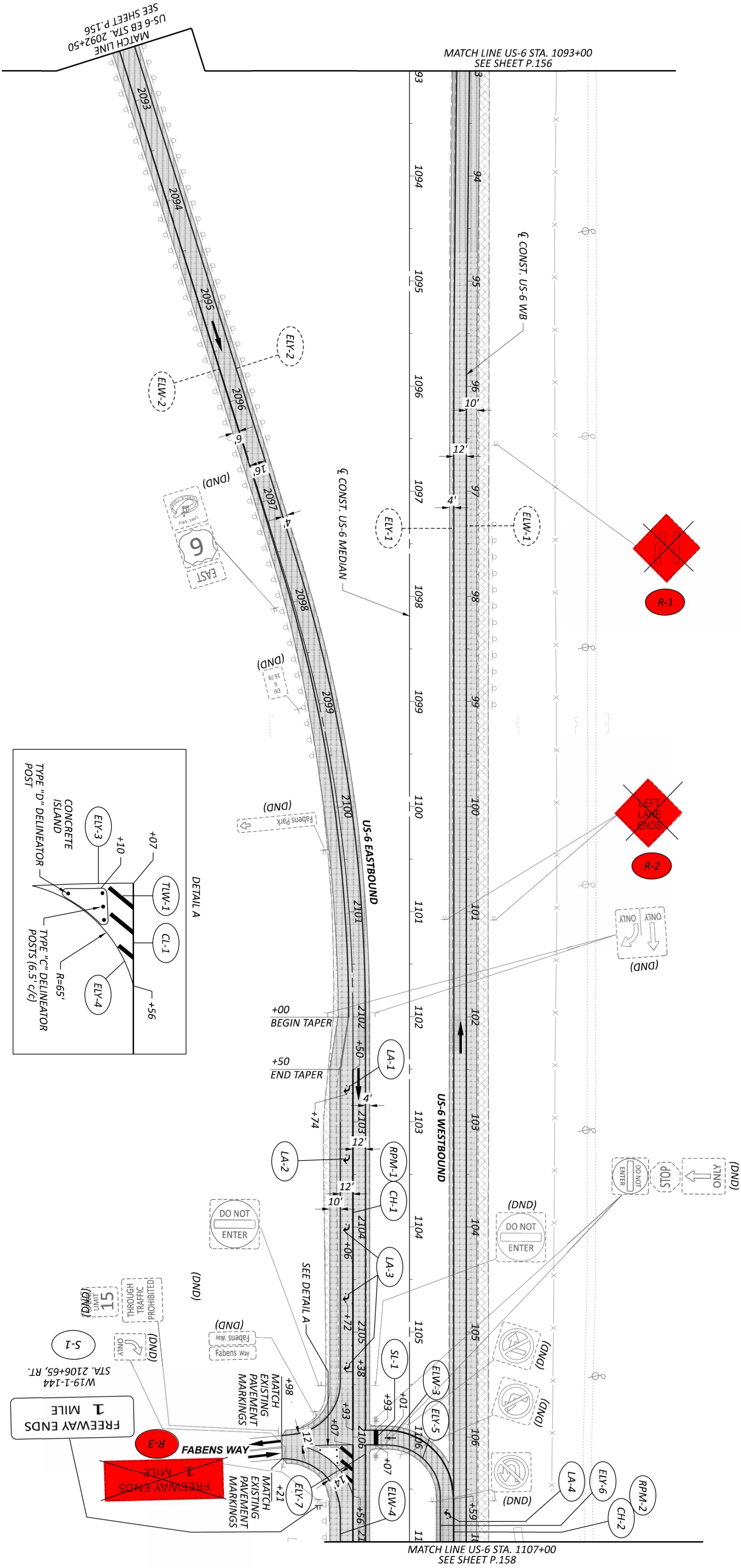
Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2026-27 as an emergency measure is in order.

[Ordinance No. 2026-27 Exh 1 Signage Changes.pdf](#)

[Ordinance No. 2026-27 Traffic Control Map and File US 6 Phase II Stop Signs \(1\).docx](#)

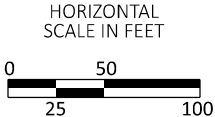




FOR TRAFFIC CONTROL LEGEND, SEE SHEET P.156

DESIGN AGENCY		TRANSYSTEMS	
400 W. NATIONWIDE BLVD., STE 225		COLUMBUS, OHIO 43215	
DESIGNER		FLK	
REVIEWER		SS 09/01/25	
PROJECT ID		107223	
SHEET TOTAL		P.157 186	

TRAFFIC CONTROL PLAN
US-6 MEDIAN - STA. 1093+00 TO STA. 1107+00

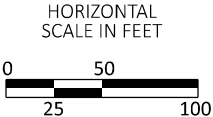


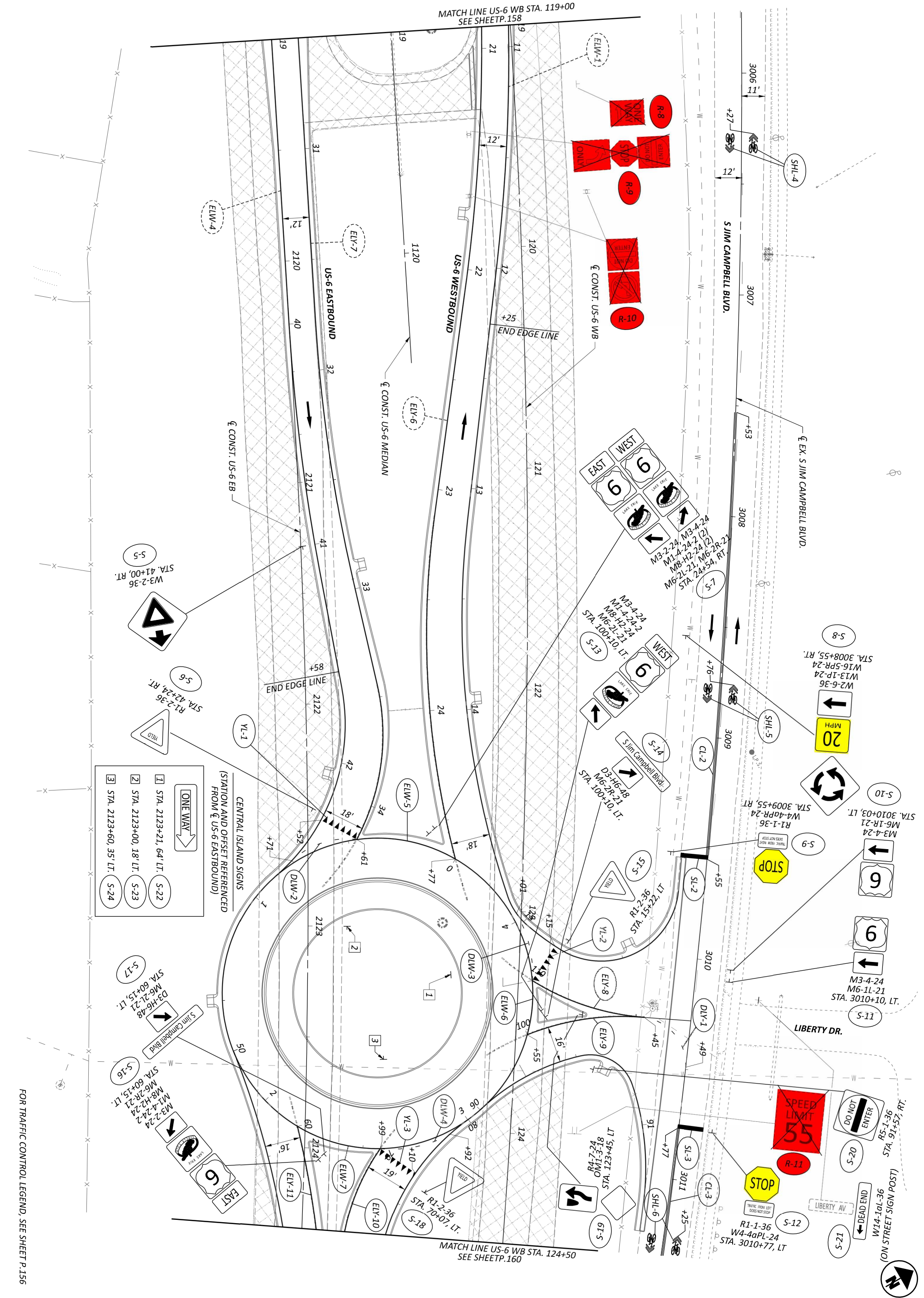


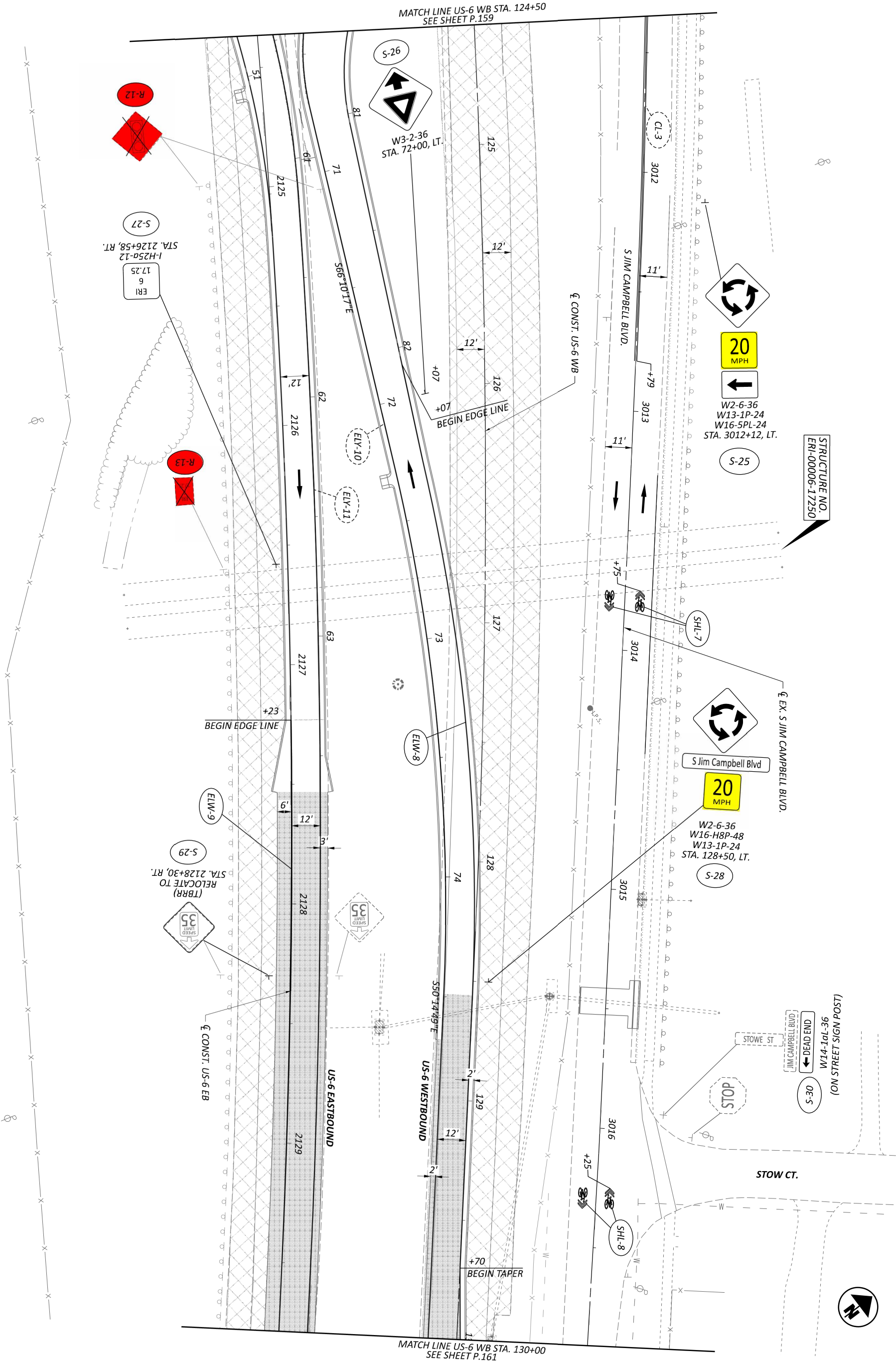
FOR TRAFFIC CONTROL LEGEND, SEE SHEET P.156

DESIGN AGENCY		TRANSYSTEMS 400 W. NATIONWIDE BLVD., STE 225 COLUMBUS, OHIO 43215	
DESIGNER		FLK	
REVIEWER		SS 09/01/25	
PROJECT ID		107223	
SHEET	TOTAL		
P.158	186		

TRAFFIC CONTROL PLAN
US-6 MEDIAN - STA. 1107+00 TO STA. 1119+00





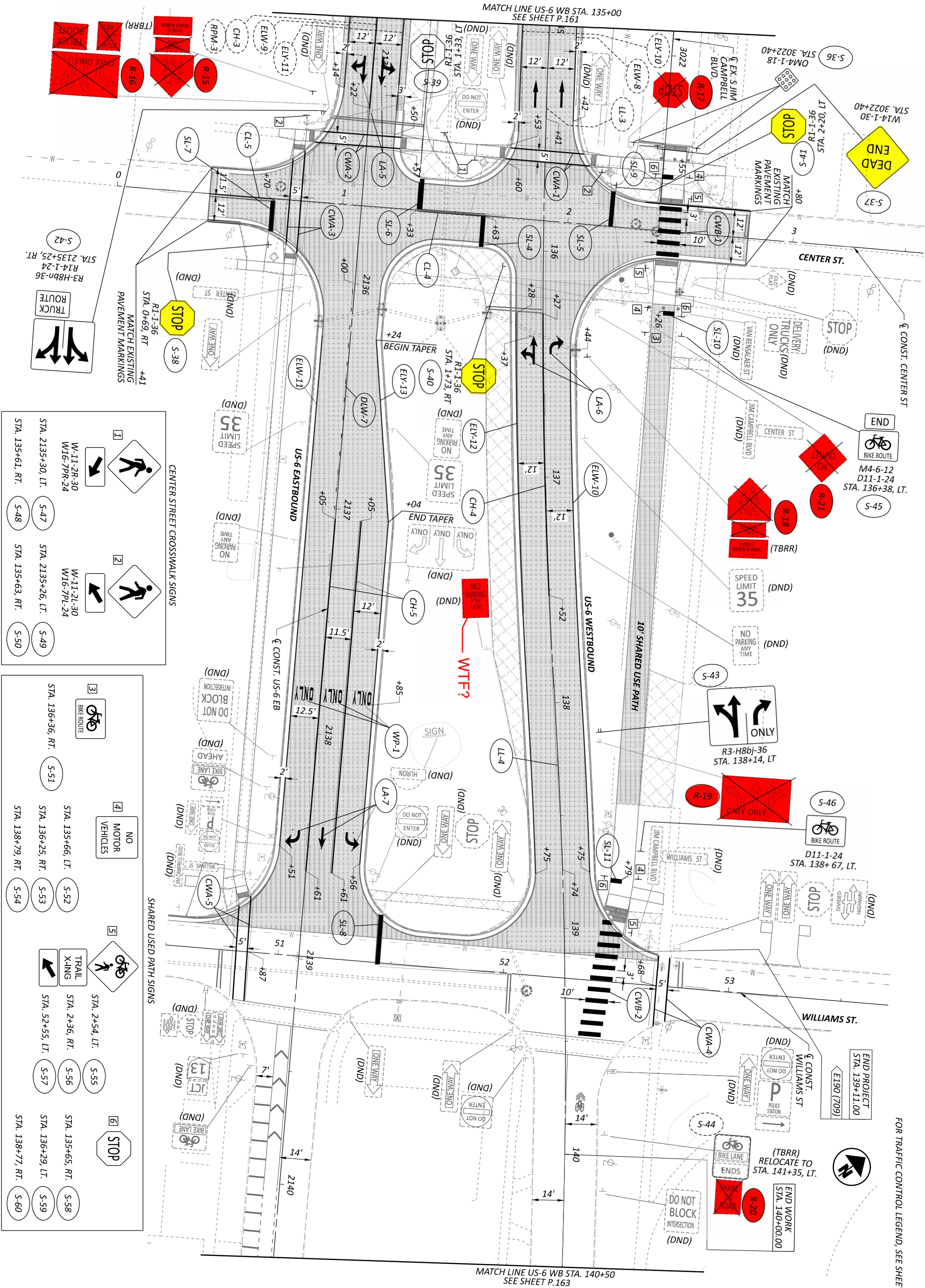




DESIGN AGENCY		DESIGNER	
TRANSYSTEMS		FLK	
400 W. NATIONWIDE BLVD., STE 225 COLUMBUS, OHIO 43215		REVIEWER	
		SS 09/01/25	
		PROJECT ID	
		107223	
SHEET		TOTAL	
P.161		186	

HORIZONTAL
SCALE IN FEET

0 10 20 40



CENTER STREET CROSSWALK SIGNS

1

2

3

4

5

6

STOP

W-11-2R-30
W16-7PR-24

W-11-2L-30
W16-7PL-24

STA. 2135+30, LT.

STA. 2135+26, LT.

STA. 135+61, RT.

STA. 135+63, RT.

STA. 135+36, RT.

STA. 136+25, RT.

STA. 138+79, RT.

NO MOTOR VEHICLES

BIKE ROUTE

TRAIL X-ING

STA. 2+54, LT.

STA. 2+36, RT.

STA. 135+65, RT.

STA. 136+29, LT.

STA. 138+77, RT.

SHARED USED PATH SIGNS

1

2

3

4

5

6

STOP

W-11-2R-30
W16-7PR-24

W-11-2L-30
W16-7PL-24

STA. 2135+30, LT.

STA. 2135+26, LT.

STA. 135+61, RT.

STA. 135+63, RT.

STA. 135+36, RT.

STA. 136+25, RT.

STA. 138+79, RT.

NO MOTOR VEHICLES

BIKE ROUTE

TRAIL X-ING

STA. 2+54, LT.

STA. 2+36, RT.

STA. 135+65, RT.

STA. 136+29, LT.

STA. 138+77, RT.

ORDINANCE NO. 2026-27

Introduced by Joe Dike

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 305.01, TRAFFIC CONTROL MAP, AND CODIFIED ORDINANCE SECTION 305.02, TRAFFIC CONTROL FILE, TO REFLECT: (1) REMOVAL OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF US 6 AND CENTER STREET; (2) TERMINATION OF JIM CAMPBELL BOULEVARD AT CENTER STREET CREATING A DEAD END; (3) VEHICULAR TRAFFIC NOT PERMITTED ON VAN RENSALAER STREET; (4) REMOVAL AND INSTALLATION OF TRAFFIC CONTROL SIGNS RELATING TO THE US 6 PHASE II PROJECT; AND DECLARING AN EMERGENCY

WHEREAS, The US-6 Phase II Project (ERI-6-16.06; PID 107223) construction commenced on June 8, 2026 and was substantially completed on or around August 17, 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, as part of the Project, the traffic signal at the intersection of US-6 and Center Street was removed; and

WHEREAS, as part of the Project, Jim Campbell Boulevard was terminated at its intersection with Center Street; and

WHEREAS, as part of the Project, vehicular traffic is no longer permitted on Van Rensalaer Street; and

WHEREAS, it is necessary to remove existing signage and install new signage to reflect the new traffic patterns created by the Project.

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:

- (a) **Removal of the traffic signal at the intersection of US 6 and Center Street;**
- (b) **Termination of Jim Campbell Boulevard at its intersection with Center Street to create a dead end;**
- (c) **Vehicular traffic is not allowed on Van Rensalaer Avenue;**
- (d) **Removal of existing traffic control signs:**
 - (i) **"Freeway Ends 1 Mile" sign near intersection of US 6 (eastbound) and Fabens Way;**
 - (ii) **"Left Lane Ends" and graphic merge signs on westbound US 6 west of Fabens Way;**
 - (iii) **3-Lane control and "No U-Turn" signs on US 6 (westbound) west of the US 6 walk bridge;**
 - (iv) **3-Lane control sign on US 6 (eastbound) east of the US 6 walk bridge approaching Center Street;**
 - (v) **"Traffic Signal Ahead" sign on US 6 (eastbound) west of the US 6 walk bridge;**
 - (vi) **"Do Not Enter" (x2), "Stop", "One Way", no right turn lane control, and left turn only lane control signs on US 6 (westbound) located west of the roundabout;**
 - (vii) **"Speed Limit 55" sign on westbound US 6 at the northerly entrance/exit to the roundabout;**
 - (ix) **"ERI 17.25" and graphic traffic signal signs on US 6 east of US 6 roundabout;**
 - (x) **3-Lane control sign on eastbound US 6 west approaching Center Street;**

- (xi) 3-Lane control, “Stop Here on Red”, “Truck Route”, “School Xing” and crosswalk graphic signs on US 6 (eastbound) at its intersection with Center Street;
 - (xii) 3-Lane control, crosswalk designation and “School Xing” signs on US 6 (westbound) between Williams Street and Center Street;
 - (xiv) “No Outlet” sign on Van Rensalaer Street (eastbound) north of Center Street;
 - (xv) “Stop” sign on Van Rensalaer Street (eastbound) at its intersection with Center Street;
 - (xvi) “No Parking at Any Time” sign in median of US 6 (westbound between Williams Street and Center Street.
- (e) Installation of traffic control signs:
- (i) “Stop” sign (x4) placement on Center Street at the northbound and southbound median intersections with US 6;
 - (ii) “Stop” and “Dead End” sign placement at the eastern termination of Jim Campbell Boulevard at its intersection with Center Street;
 - (iii) “Stop” sign (x2) placement on Jim Campbell Boulevard at its eastbound and westbound intersection with the entrance/exit to the US 6 roundabout and Liberty Drive;
 - (iv) “Dead End” (x2) signs on Jim Campbell Boulevard (eastbound) east of Ohio Street and at its terminus at Center Street.

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: Stuart Hamilton , Service Director
RE: Resolution No. 70-2026 (*submitted by Stuart Hamilton*)
DATE: August 25, 2026

Subject Matter/Background

Resolution No. 70-2026 authorizes a 5-year Service Agreement with Huron Township for provision of Building Official services for the City of Huron. As consideration for the services provided, Huron Township will receive the building permit fees for the services provided. The City will provide monthly reconciliation reports based on the collected sums of the building permit fees. This Agreement has an effective date of July 26, 2026 and shall continue for a period of 5 years. Either party may terminate this agreement upon giving six months' notice. The Huron Township Trustees authorized execution of this Service Agreement through Resolution No. 2026-9 adopted on August 3, 2026.

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, a motion adopting Resolution 70-2026 is in order.

[Resolution No. 70-2026 Building Official Service Agreement with Huron Township 5 Yrs \(1\).docx](#)
[Resolution No. 70-2026 Exh A Huron Township Res 2026--09](#)

RESOLUTION NO. 70-2026

Introduced by Sam Artino

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE HURON TOWNSHIP BOARD OF TRUSTEES FOR THE SERVICES OF THE HURON TOWNSHIP BUILDING DEPARTMENT TO EXERCISE ENFORCEMENT AUTHORITY AND ACCEPT AND APPROVE PLANS AND SPECIFICATIONS AND MAKE ALL NECESSARY INSPECTIONS UNDER THE COMMERCIAL, INDUSTRIAL AND RESIDENTIAL (ONE, TWO AND THREE-FAMILY) CODES OF OHIO WITHIN THE CITY OF HURON

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

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to enter into an agreement with the Huron Township Board of Township Trustees for the services of the Huron Township Building Department, which agreement shall be in substantially the form of Exhibit "A" attached hereto and made part hereof.

SECTION 2. That this Council 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 its committees, if any, which resulted in formal actions, were taken in meetings open to the public in full compliance with the law, including Section 121.22 of the Revised Code.

SECTION 3. That this Resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

RESOLUTION # 2026-09

RESOLUTION OF THE BOARD OF TRUSTEES OF HURON TOWNSHIP, ERIE COUNTY, OHIO, TO ENTER INTO A AGREEMENT WITH THE CITY OF HURON, ERIE COUNTY, OHIO, FOR THE PURPOSE OF PROVIDING THE CITY OF HURON BUILDING DEPARTMENT WITH BUILDING INSPECTION SERVICES FOR THE ENFORCEMENT OF APPLICABLE BUILDING CODES.

The Board of Trustees of Huron Township, Erie County, Ohio, met in regular session on the 3rd day of August, 2026, at the Offices of the Board of Trustees of Huron Township, 1820 Bogart Road, Huron, Ohio, with the following members present:

Mr. Edward Wimmer
Mr. Gordon Hahn
MR. Raymond Enderle

Mr. Enderle introduced the following resolution and urged its adoption.

WHEREAS, the Board, under Resolution 98-11, adopted 10/14/98, established a Township Building Department and position of Building Official, and adopted the most current edition of the Ohio Building Code and the Residential Code of Ohio as adopted by the Ohio Board of Building Standards;;

WHEREAS, the Board, under Resolution 98-12, adopted 10/14/98, requested the Ohio Board of Building Standards to certify the Township Building Department, which was certified May 21, 1999; and,

WHEREAS, The City of Huron, Erie County, Ohio, seeks to enter into a contract with this Board for the provisions of building code enforcement services (both commercial/industrial and residential) within its jurisdictional boundaries,

NOW THEREFORE BE IT RESOLVED, That the Board of Trustees of Huron Township, Erie County, Ohio, hereby enters into a contract with the City of Huron, Erie County, Ohio, herein attached as Exhibit A, for the provision of building code services, for the purpose of

RESOLUTION 2026-9

#2

enforcement of applicable Ohio building codes, for a period of five (5) years; and,

FURTHER, that this Board requests that the Township Fiscal Officer send a certified copy of this resolution and a copy of the executed contract to the City Manager of the City of Huron within ten (10) days of the passage of this resolution; and

FURTHER, that this Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board, and 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 Ohio Revised Code Section 121.22.

Mr. Hahn seconded the motion and the roll call being called upon resulted as follows:

	AYE	NAY
Mr. Edward Wimmer	X	☐
Mr. Gordon Hahn	X	☐
Mr. Raymond Enderle	X	☐

Adopted this 3rd day of August, 2026

CERTIFICATION

I, Matthew S. Dewey, Fiscal Officer of the Board of Trustees of Huron Township, hereby do certify that the above is a true and correct copy of the Resolution adopted by said Board of Trustees under said date and as the same appears in the minutes of the regular meeting of the Board of Trustees of Huron Township, duly called and held on the 3rd day of August, 2026


Matthew S. Dewey, Fiscal Officer
Board of Township Trustees
Huron Township, Erie County, Ohio

HURON TOWNSHIP/CITY OF HURON
BUILDING DEPARTMENT
SERVICE AGREEMENT

THIS SERVICE AGREEMENT, entered into this ____ day of _____, 2026, by and between Huron Township, Erie County, Ohio, hereinafter referred to as "the Township" and the City of Huron a municipal corporation of Erie County, Ohio, hereinafter referred to as "the City",

WHEREAS, the Township has, as one of its administrative departments, the Huron Township Building Department, which department is certified by the Ohio Board of Building Standards ("Board") to exercise enforcement authority with regard to the Ohio Building Code and the Residential Code of Ohio;

WHEREAS, in order to enforce the Ohio Building Code and the Residential Code of Ohio within its jurisdiction, the City needs to be certified, and to do so, it must arrange for inspections and the exercise of all enforcement authority by a building department certified by such Board;

WHEREAS, Huron Township is willing to have its Building Department perform such services for the City as are necessary to enforce the Ohio Building Code, the Residential Code of Ohio, and the Huron Codified Ordinances within the corporate limits of the City in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Services. The Huron Township Building Department, by and through its building official ("Building Official") will receive, review and approve all plans, issue building permits and conduct all inspections and perform all other enforcement actions, needed to enforce the Ohio Building Code, the Residential Code of Ohio, and the Huron Codified Ordinances within the corporate limits of the City. In addition, the Building Official will work in conjunction with the City Planning and Zoning Manager, or their designated representative, to make joint recommendations to the Planning Commission and the Board of Zoning Appeals, and confer with the City Administration and City Council as needed. Furthermore, Huron Township will comply with the City's adopted Records Retention Schedule for any and all documents and plans retained by Huron Township

2. Costs. The Township agrees to issue building permits applying fees for such services pursuant to Huron Codified Ordinance Chapter 1321. The City shall collect the building permit fees for the services contemplated by this Agreement. The City shall prepare monthly reconciliation reports based on the collected sums of the building permit fees to be used as the invoice by which the Finance Department will pay Huron Township for the General Fee portion of the building permits. Invoices shall be paid within thirty (30) days of receipt pursuant to the payment policy of the Finance Department.

3. Term. This Agreement shall be effective upon the signing of all parties. This Agreement shall commence on July 26, 2026 and remain in effect for a period of five (5) years.

4. Amendment and Termination. This Agreement may be amended upon providing written notice of amendment to the other party's authorized representative. Any modification of this Agreement shall be binding only if evidenced in writing and signed by the authorized representative of each party. This Agreement may be terminated by either party by giving six (6)

months written notice of termination to the other party. In the event this agreement is terminated pursuant to this section, the City shall have no further obligation to make payment to the Township, except for payment for services rendered and owed at the time of the termination and the Township shall have no further obligation to provide the services required by this Agreement.

5. Severability. In the event of the invalidation of any portion of this Agreement, the remaining sections and subsections shall remain in effect for the duration of the Agreement. The parties may meet to negotiate new terms for the invalidated section or subsection if mutually agreeable.

6. Liability.

(a) The parties agree that the Building Official is solely the employee of the Township, and not an employee of the City. The Township agrees that it is solely responsible for all compensation and benefits (and attendant state, local and federal taxes or pension obligations) to which the Building Official may be entitled by virtue of the services performed under this Agreement. Further, the Township agrees that it is the sole employer of the Building Official for all legal purposes, including without limitation, for purposes of any workers' compensation, unemployment and/or administrative claims, and/or claims asserted under Chapter 4112 of the Ohio Revised Code that may be asserted by the Building Official. The Township further waives and fully releases the City from any claim of liability or contribution related to all matters pertaining to the Building Official's continuing status as an employee of the Township, to the extent allowed by law.

(b) At execution of this Agreement, and as may be periodically requested by the City, the Township shall provide a Certificate of Insurance ensuring the City is identified as "additional named insured" on the Township's insurance policies for any acts or omissions of the Township and/or the Building Official in performing the services required hereunder.

IN WITNESS WHEREOF, the parties have set their hands to duplicates hereof on the date first written above, Huron Township by its Board of Trustees pursuant to Resolution 2026-09, and the City of Huron by its City Manager acting pursuant to Resolution ___-2026.

CITY OF HURON

Stuart Hamilton, City Manager

APPROVED AS TO FORM:

Todd A. Schrader, Law Director

HURON TOWNSHIP

Trustee

Trustee

Trustee

Charles Bennett,
Office of Erie County Prosecutor



TO: Mayor Tapp and City Council
FROM: Christine Gibboney
RE: Resolution No. 71-2026 (*submitted by Stuart Hamilton*)
DATE: August 25, 2026

Subject Matter/Background

Resolution 71-2026 will authorize city-wide inspections of sidewalks for individual properties reported outside of the Sidewalk Maintenance Program. Upon adoption, administration will proceed with the assessment process as outlined in the ORC. As with all assessment projects, notification and due process rights are required prior to the consideration of the subsequent legislative steps that must be adopted before the assessment list can be certified to the County Auditor.

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 adopting Resolution No. 71-2026 is in order.

[Resolution No. 71-2025 Resolution of Necessity Sidewalks.docx](#)

RESOLUTION NO. 71-2026

Introduced by Sam Artino

A RESOLUTION OF NECESSITY RECOMMENDING AND APPROVING OF INSPECTIONS OF PROPERTIES CITY-WIDE IN ANTICIPATION OF ENFORCEMENT OF SIDEWALK-RELATED ORDINANCES AND OHIO LAW RELATING TO SIDEWALKS.

WHEREAS, Section 521.06 of the Codified Ordinances of the City of Huron ("City") requires owners and or persons in charge of property within the City to construct, repair, and maintain sidewalks for the safe usage by pedestrians in accordance with City standards and as set forth in the Codified Ordinances; and

WHEREAS, the Codified Ordinances of the City permit the City to order the construction, maintenance, or repair of sidewalks not conforming with City standards and for the enforcement thereof; and

WHEREAS, City-wide property inspections shall be undertaken to investigate the condition of sidewalks within the City to ensure compliance with existing Codified Ordinances and Ohio law;

WHEREAS, the City will pursue enforcement efforts, including but not limited to, later legislation requiring maintenance, repair, or replacement of sidewalks and certification of actual charges to ensure compliance to the Erie County Auditor at a later date if and as applicable.

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

SECTION 1. That this Council hereby recommends and approves City-wide property inspections to investigate the condition of sidewalks within the City of Huron to ensure compliance with existing Codified Ordinances and Ohio law, and in anticipation of enforcement of said Ordinances and Ohio law.

SECTION 2. That the condition of sidewalks pertaining to certain properties in the City of Huron may require remediation of noncompliant conditions to ensure the health and safety of the citizens of the City of Huron, Ohio.

SECTION 3. The Building and Zoning Department shall advise relevant property owners in writing, when and as required by City Ordinances, of any noncompliance after such inspection(s) are performed, and an opportunity to remedy any violations shall be afforded consistent with relevant City Ordinances.

SECTION 4. 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 5. 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. 72-2026 (*submitted by Stuart Hamilton*)
DATE: August 25, 2026

Subject Matter/Background

The owner of Talldown Trails LLC at 356 Main St., Huron, OH (former I-5's property), is requesting the City of Huron's approval of a transfer of a D-1 /D-2 / D-3 liquor permit to this site. The property is not currently actively operating as a business. The property owner has submitted a letter of explanation with its TREX transfer setting forth its intentions for the property/license (see Exhibit A to legislation). The D-1 / D-2 / D-3 Permits will allow beer sales for on-premises consumption, wine and mixed beverages for on-premises consumption and carryout in sealed containers; and spiritous liquor for on premises consumption.

Because D-1, D-2 and D-3 Liquor Permits are regulated by the State of Ohio by a population quota, and the area within the City of Huron has no more quota permits available, Talldown Trails LLC is seeking to use the State's TREX, Economic Development Transfer process to obtain the necessary liquor permit.

A TREX liquor permit is exempt from the population quota.

Financial Review

There is no financial impact to the City relating to this legislation.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 72-2026 is in order.

[Resolution No. 72-2026 Talldown Trails TREX Transfer \(1\).docx](#)

[Resolution No. 72-2026 Exh A](#)

RESOLUTION NO. 72-2026

Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC DEVELOPMENT (TREX) TRANSFER FORM FROM THE DIVISION OF LIQUOR CONTROL FOR TALLTOWN TRAILS LLC.

WHEREAS, Talltown Trails LLC (“Applicant”) has requested that the City of Huron accept the transfer of a D-1 / D-2 / D-3 liquor permit through the Division of Liquor Control Economic Development Program (TREX); and

WHEREAS, the Applicant filed an application certifying that the project will be an economic development project for the City of Huron; and

WHEREAS, Council finds that based on a review and analysis by City staff, the Applicant has plans for the project, and that the costs of the investment, number of jobs created and projected tax revenues to the City are realistic and accurate estimates of the Applicant’s plans for this economic development project.

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

SECTION 1: That the City Manager is hereby authorized to execute an Economic Development (TREX) Transfer Form from the Ohio Department of Commerce – Division of Liquor Control for Talltown Trails LLC, a copy of which is attached here to and incorporated herein 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.

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:

Talltown Trails LLC
P.O. Box 2144 Sandusky, OH 44870
Talltown1@gmail.com
419-656-0141

TO: Huron City Council and City Manager
FROM: Talltown Trails LLC
DATE: July 30, 2026
RE: Request for TREX Liquor Permit Transfer Authorization (DLC Form 4244)

To the Huron City Council and City Manager:

The intent of this letter is to form a critical baseline for the City of Huron to certify an Economic Development Project (TREX) transfer and expansion per Ohio Municipal Code Section 4303.29 and the Ohio Division of Liquor Control Form 4244.

The applicant, Talltown Trails LLC, is the property owner of the commercial real estate located at 356 N. Main St, Huron, Ohio. The subject location is a physical turnkey bar and grill with a commercial kitchen and commercial space within the Huron business community.

To maximize the economic output of this specific property and attract a highly qualified, permanent operator, the applicant is seeking to attach D1, D2, and D3 liquor permits currently held in a separate business location. The transfer of these active permits from Sandusky to Huron will directly support local economic development by:

- **Commercial Property Revitalization:** The project directly targets the reactivation of a structural restaurant asset. While the space is fully equipped, the historical lack of an attached liquor license has been a primary market barrier. By securing this transfer, the commercial real estate becomes an instantly viable, attractive turnkey package for incoming permanent buyers. To ensure swift execution, the owner will actively utilize professional commercial real estate channels, local broker networks, and her own background as a licensed real estate agent to aggressively market the facility to active operators.
- **Operational Contingency Plan:** In the event a third-party buyer is not secured by the time the license transfer is finalized, the ownership team has established a strict contingency plan to ensure the building does not sit vacant. Under this plan, the applicant will immediately open and operate the Huron venue directly. The applicant is an experienced commercial property investor and highly successful serial entrepreneur with a multi-decade track record of building and sustaining small businesses in Erie County. Her active local background includes owning and operating a successful downtown Sandusky bar since 2017, previously owning and operating a busy Sandusky pizza shop for several years, and owning a long-standing hair salon in the city for many years. This diverse

management experience guarantees the exact operational and food-service expertise required to bring this asset back to life seamlessly.

- **Job Creation:** Finishing the permit transfer unlocks the physical ability to build a hiring baseline context, which is projected to generate and maintain over 10+ full-time and part-time jobs and professional hospitality staff.
- **Local Revenue Growth:** Commercial occupancy directly drives local property value, sales tax, and physical liquidity. Existing active revenues generated by this specific project at the Huron site are currently evaluated at \$0 due to its vacant status. The following figures represent conservative, standard hospitality industry baselines for an active neighborhood bar and grill reopening under a new buyer or direct management:

Tax Type	Existing	Estimated Annual
Ohio Sales Tax	\$0	\$27,000 (Based on food/beverage baseline projections at 6.75% Erie County rate)
Property Tax	\$3,191	\$4,500 (Attaching license stabilizes real estate asset and tax base)
State Withholding Tax	\$0	\$2,700 (Calculated on standard projected baseline staff payroll)
Ohio Unemployment Tax (SUTA)	\$0	\$1,500 (Calculated on a baseline operational crew of 5-6 employees)

This transfer structurally creates a strategic capital connection into an underutilized asset in the Huron business district. With the property stabilized, the capacity to market the facility to operators at full commercial capacity is unlocked, releasing the property's full economic potential.

We respectfully request that the Huron City Council pass a resolution certifying this property and location as an Economic Project and authorize the approval of the respective permit transfer of Form DLC 4244.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jami Tallman-Townsend', written over a horizontal line.

Jami Tallman-Townsend
Managing Member, Talldown Trails LLC



Department of Commerce

Division of Liquor Control

Division Use Only	
Check #: _____	Permit # _____
# of Checks: _____	
Check Amt: _____	

ECONOMIC DEVELOPMENT TRANSFER FORM (TREX)

Ohio Revised Code 4303.29(B)(2)(b)

READ BEFORE YOU START THIS APPLICATION

Certain permits in Ohio are subject to a quota based upon a formula that factors in the total population of the city, village, or township where the permit will be issued and a ratio, specific to particular permit classes, as set forth in Ohio law (Learn more in our [Quota Resource Guide](#)). When transferring a specific quota permit (i.e., D-1, D-2, etc.) that will move locations to a NEW city, village, or township from where it is currently issued, there must be available spots in that new quota before the Division can process the transfer. If, for a particular quota permit class, there are **NO** spots available in the new quota, then the applicant has a few choices as discussed in our [Trex Resource Guide](#). This form covers the specific permit classes that can be TREX'd under the Ohio law provision noted at the top of this application. A few things to understand before proceeding with the TREX option are that:

- The Division can **ONLY** process the TREX transfer application if the city, village, or township where the permit will transfer to **APPROVES** the transfer as an economic development project. The city, village, or township can document its approval by signing our form below in Section E.
- **ONLY** after we receive this completed form with the transfer application will the Division Superintendent review it for processing.
- The city, village, or township, despite approving the TREX transfer can still object to the issuance of your permit at the applied for location and the applicant must still be WET (Review our [Local Option Election Guide](#) for more information) for the requested sales at that address and meet all other rules and regulations before the permit(s) can be issued at that new location.

For this form to be deemed complete, you must fully and legibly complete this application, including:

- Answering all required questions ("*" indicates a required field);
- Submitting this application with your Transfer Application; and
- Securing signatures from the appropriate local government officials listed below.

SECTION A – Issued Permit Holder Information (i.e. Seller)

* This section **MUST** be completed.

* Issued Permit Holder's Business Name as on File with the Division:

Jami S. Tallman LTD

* Issued Permit Holder #:

4235201-0005

SECTION B – New Business Owner's Information (i.e., Buyer) ☐ N/A-Seller REMAINS the owner and is **ONLY** moving locations.

* **ONLY** fill out this section if the ownership and location is changing.

* Business Entity or Sole Proprietor Name ("Applicant") (**MUST** match name listed on transfer application):

Talltown Trails LLC

Section C – New Permit Premises Address Information

* This section **MUST** be completed.

* New Permit Premises Address:

356N Main Street Huron OH, 44839

* New Township (if outside city limits):

* New City:

Huron

* New County:

Eric

SECTION D – Transferred Permits subject to TREX

- * This section identifies the permit classes that are being transferred into a **NEW** city, village, or township, consistent with the Transfer Application, that **REQUIRE** TREX sign-off from the local government official that signed below.

- * Select the Permit Type(s) being transferred that need to be TREX'd:

☐ C-1 ☐ C-2 ☒ D-1 ☒ D-2 ☒ D-3 ☐ D-5

- * Note – there may be other permit types, like a C-2X, D-3A, or D-6, that are also part of your transfer that are not listed above. Your complete transfer listing needs to be identified on your transfer application (DLC 4120) that you must send with this signed TREX form.

Remember this form is **ONLY** for those permit classes that are subject to the quota and would require TREX sign-off because there are no permits available for the given class in the NEW locality when the transfer is filed. For example, you can be transferring a D-1, D-2, D-3 permit from City A to City B. In City B, there are D-1 and D-3 permits available, but no D-2 permits. In this situation, the only permit class that would **REQUIRE** TREX sign-off is the D-2.

Section E – Information that MAY be Used to Determine if the Transfer is an Economic Development Project

R.C. 4303.29(B)(2)(b)(ii) lists several factors the local legislative authority (City, Village or Township) can use when determining if it should approve this transfer as an Economic Development Project. While the law provides broad discretion to the legislative authority when making this decision, **SOME** factors that may be useful to the legislative authority in making its decision, include the:

- Total amount invested in this project: \$ 50,000
- Total number of jobs that will be created by this project: 10
- Existing or estimated Tax Revenue generated by this project:
 - Ohio Unemployment Tax \$ 1500
 - Property Tax \$ 1595.50 current 6 months
 - Sales Tax \$ 27,000
 - State Withholding Tax \$ 2700
 - Other: _____ \$ _____

You may also be asked to provide a projected earnings statement (brand new business), or a profit and loss statement (existing business), or a copy of building plans/drawings outlining any construction plans.

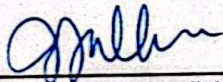
Section F – Applicant Signature

* This section **MUST** be signed by either the applicant in:

- Section A if the seller **REMAINS** the owner of the permit and is **ONLY** moving the permit address to a **NEW** city, village, or township from where it is currently issued; **OR**
- Section B if the ownership of the permit is changing **AND** the new permit address will be in a **NEW** city, village, or township from where the permit is currently issued.

By signing below, I certify and understand that:

- I have authority to execute this document;
- The information provided is true, correct, and complete to the best of my knowledge and belief;
- Failing to complete this form, consistent with the above listed instructions, will result in this form and/or transfer application being returned to me, unprocessed, until a corrected, complete application is received by the Division;
- During the review of this form and/or my transfer application, further documentation may be needed, and I agree to comply timely and understand that failure to comply could delay the processing of my application;
- Even if the city, township, or village approves my TREX transfer application, the Division **MUST** still notify the applicable legislative authority about your transfer application and that legislative authority has the right to object to the issuance of the permit even for those permit classes that it approved as part of this TREX process; **AND**
- If this TREX form is required, the Division **CANNOT** process the transfer application until it is submitted with this completed (in its entirety) and signed form.



(Signature of Individual, Partner, Officer, Managing Member, or 5% or more Shareholder or Member)

Jami Tallman

(Please Print Name)

owner

(Title)

7/30/26

(Date)

4208 Walnut Creek Ln Sandusky Oh 44870

(Street Address, City, State, Zip Code)

419.656.0141

(Telephone with Area Code)

SECTION G – NEW City, Village, or Township Signature

* This section **MUST** be completed by the City, Village or Township in which this Economic Development Project (TRES) will be located. Legislative officials who can sign this section are, as applicable, the/a:

- Mayor,
- City Council Member,
- Law Director,
- Clerk of Council,
- Township Fiscal Officer,
- County or Township Trustee Board Member; or
- Other legislative office holder not specified with the authority to act on behalf of the applicable jurisdiction where the permit will be located.

THE APPLICANT MUST PROVIDE AN EXECUTED COPY OF THIS FORM WITH ITS TRANSFER APPLICATION.

The City, Village or Township of _____ has considered the above-named applicant's TRES application consistent with the factors outlined in R.C. 4303.29(B)(2)(b) and hereby agrees and accepts that this transfer will be an economic development project within its jurisdiction.

By signing this form, I, the city, village, or township official listed below, acknowledges and understands that:

- I have the authority on behalf of my local government to sign this form;
- My signature, on behalf of my jurisdiction, means the Division can continue to process the applicant's transfer application for the applicable TRES'd permit classes;
- The city, village, or township will still be notified about the potential issuance of this permit and that it retains the right to object to this transfer for any and all permit classes applied for by the applicant;
- Once the applied for permit classes are transferred to the applicant within the city's, village's, or township's jurisdiction, the permit can then be transferred to other owners at the same location or to other locations within the city, village, or township by either the current or future owners subject to notice and hearing provisions under R.C. 4303.26;
- The TRES process **ONLY** contemplates the Division's ability to start processing the applicant's transfer application for the affected permit classes, the applicant **MUST** still meet any rules and regulations before the permit can be issued and the new location must also be wet for the type of permit classes that the applicant seeks to operate at the new location; and
- It is within the city, village, or township's sole discretion, consistent with Ohio law, to decide whether to approve the applicant's TRES application as an economic development project.

(Signature of Local Official specified above)

(Please Print Name)

(Title)

(Date)

(Government Email Address)

(Telephone with Area Code)

Applicant **MUST** submit the transfer application, this TRES form, and any other required forms to:

Ohio Department of Commerce – Division of Liquor Control
c/o Licensing New & Transfer Section
6606 Tussing Road
Reynoldsburg, OH 43068-9005

For Questions call (614) 644-3155
Or email fileinquiry@com.ohio.gov

Office Hours: 8:00 a.m. - 5:00 p.m. EST