

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

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, November 28, 2023 @ 6:30 PM
City Council Chambers
417 Main Street
Huron, Ohio 44839

LIVESTREAM MEETING INFORMATION

This regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live-streamed on the City of Huron's YouTube channel. The public is free to observe and hear the discussions and deliberations of all members of City Council via the following link: https://www.youtube.com/channel/UCpRAV-AnmlA6lfukQzKakQq

- I. Call To Order Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council
- III. Approval of Minutes
 - III.a Minutes of the regular Council meeting of October 10, 2023.
- **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 Ordinance No. 2023-40 (second reading) (submitted by Erik Engle)
 An ordinance authorizing rezoning of real property owned by Jan Weske Bucholz (known as Lemmy's Restaurant) PPN's 43-00306.000, 43-00305.000 & 43-00307.000 from the current R-1A (One-Family Residence District) to B-5 (General Business District).
 - V.b Ordinance No. 2023-39 (second reading) (submitted by Matt Lasko)
 An ordinance amending and restating Paragraph (b) under Section 163.04 (Paid Holidays) of Chapter 163 (Employment Provisions).
 - V.c Resolution No. 71-2023 (second reading) (submitted by Chief Terry Graham)

 A resolution authorizing the automatic one-year renewal of the City's dispatch agreement with the Erie County Sheriff's Office for the provision of emergency dispatch services for calendar year 2024.
 - V.d Resolution No. 72-2023 (second reading) (submitted by Cory Swaisgood)

 A resolution authorizing the annual premium payment to the Bureau of Workers Compensation for the policy period of January 1, 2024, through January 1, 2025, in the amount of \$51,152.
 - V.e Resolution No. 73-2023 (second and final reading) (submitted by Cory Swaisgood)
 A resolution authorizing payment of the annual premium to Public Entities Pool of Ohio ("PEP") for the policy period of December 1, 2023, through November 30, 2024, in the amount of \$105,646.53.

VI. New Business

- **VI.a** Motion approving the Main Street Corridor Plan, as presented at the Work Session preceding this meeting.
- VI.b Ordinance No. 2023-42 (first reading) (submitted by Stuart Hamilton)

A resolution authorizing executing of the 2024-2028 Landfill Energy Schedule with American Municipal Power, Inc. and taking other actions in connection therewith regarding Landfill Generated Power Purchases.

- VI.c Ordinance No. 2023-45 (first reading) (submitted by Chief Terry Graham)
 An ordinance amending Chapter 501 (General Provisions and Penalty) to establish a new Section 501.13 (Criminal Activity as a Nuisance; User Charge for Excessive Consumption of Public Services) of the Huron Codified Ordinances.
- VI.d Ordinance No. 2023-44 (first reading) (submitted by Chief Terry Graham)
 An ordinance establishing a new Section 909.04 (Criminal Activity as a Nuisance; User Charge for Excessive Consumption of Public Services) under Chapter 909 (Assessments) of the Huron Codified Ordinances.
- VI.e Resolution No. 78-2023 (presented by Cory Swaisgood)
 A resolution ratifying an agreement with TruAssure Insurance Company for provision of dental insurance coverage for City full-time employees for 2023.
- VI.f Resolution No. 79-2023 (submitted by Cory Swaisgood)

 A resolution ratifying the City Manager's acceptance of the proposal and execution of an agreement with Medical Mutual for the provision of health insurance coverage for 2024.
- VI.g Resolution No. 80-2023 (submitted by Chief Terry Graham)

 A resolution authorizing a Memorandum of Understanding with the Fraternal Order of Police/Ohio
 Labor Council Inc. representing Patrol Officers and Sergeants relating to obligations of, and benefits received by, the K-9 Officer.
- VI.h Resolution No. 82-2023 (submitted by Doug Steinwart)

 A resolution awarding the bid to Huffman Equipment Rental, Inc. for services to be performed relating to the Huron Boat Basin Maintenance Dredging Project in the amount of \$281,980.00 for the primary bid, and \$84,467.50 on the first alternate bid, for an aggregate amount not to exceed \$366,477.50.
- VI.i Ordinance No. 2023-43 (*submitted by Cory Swaisgood*)
 An appropriations and cash transfers ordinance.
- 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: Terri Welkener, Clerk of Council

RE: Ordinance No. 2023-40 (second reading) (submitted by Erik Engle)

DATE: November 28, 2023

Subject Matter/Background

The new owner of the property had reached out to the city regarding their anticipated plans for renovations and expansion of the restaurant. A review of the current zoning of all three parcels was found to be R-1A. The owner advised of their desire to acquire a liquor license, addition of an outdoor seating area, and future remodeling and expansion of the restaurant.

Staff worked with the owner to determine the appropriate zoning designation to allow for current use and future anticipated improvements and expansions.

The applicant is requesting consideration for a rezoning from the current R-1A (Single Family) to B-3 (General Business) Zone to allow for any future expansion of existing structures/uses.

2020 Master/Action Plan

The 2020 Master Plan does indicate concepts for the Western Communities. The document indicates initiatives for retail parcels located at the mobile home park, develop parcels as hospitality, restaurants, and mid-scale retail to take advantage of existing infrastructure and highway access/visibility.

The 2020 Master Plan further seeks to outline ways to support Cedar Point's attractions, which includes Sawmil Creek Resort. Lemmy's has historically served this pivotal intersection fulfilling the kind of uses outlined in the master plan.

Pursuant to Planning Commission's recommendation at its August 2023 meeting, staff recommends Counci approval of the rezoning application for parcels 43-00306.000, 43-00305.000, 43-00307.000, respectively.

No changes have been made since the first reading on November 14, 2023.

Financial Review

There is no financial impact to the City relating to this re-zoning application.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion placing Ordinance No. 2023-40 on its second reading is in order.

Ordinance No. 2023-40 Lemmy's Rezoning Ordinance - Copy.docx Ordinance No. 2023-40 Exh A Lemmy's Rezoning Application.pdf

ORDINANCE NO. 2023-40 Introduced by William Biddlecombe

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HURON TO REFLECT THE REZONING OF APPROXIMATELY 0.5597 +/- ACRES OF LAND OWNED BY JAN WESKE BUCHOLZ LOCATED ON THE NORTH SIDE OF CLEVELAND ROAD, ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 43-00306.000, 43-00305.000 & 43-00307.000 FROM THE CURRENT R-1A (ONE-FAMILY RESIDENCE DISTRICT) TO B-3 (GENERAL BUSINESS)

WHEREAS, pursuant to Section 1121.05 (a) of the Codified Ordinances, the City is divided into nine categories of zoning districts; and

WHEREAS, Section 1121.05 (b) of the Codified Ordinances prescribes that all zoning districts be duly approved and recorded on an adopted Zoning Map on file in the Office of the City Clerk; and

WHEREAS, Jan Weske Bucholz submitted an application to rezone approximately 0.5597 +/- acres of land located on the north side of Cleveland Road, Erie County, Ohio Permanent Parcel Numbers 43-00306.000, 43-00305.000 & 43-00307.000 (hereinafter the "Property"), from R-1A (One-Family Residence District) to B-3 (General Business District); and

WHEREAS, pursuant to Section 1139.03 of the Codified Ordinances, the rezoning application has proceeded through a process of public hearing review and recommendation by the Planning Commission on September 20, 2023; and

WHEREAS, the Huron City Council was advised of the Planning Commission recommendation to support the rezoning request as presented; and

WHEREAS, Huron City Council, as required by Section 1139.03 of the Codified Ordinances, held a Public Hearing on the proposed rezoning request on November 14, 2023, and finds and concludes that the rezoning application should be approved because it promotes the public necessity, convenience and general welfare, and further constitutes good zoning practice.

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

SECTION 1. That the official Zoning Map for the City of Huron previously adopted on December 27, 2016 by Ordinance 2016-33 shall be and hereby is amended to change the zoning classification of the Property on the north side of Cleveland Road, Erie County, Ohio Permanent Parcel Numbers 43-00306.000, 43-00305.000 & 43-00307.000, from R-1A (One-Family Residence District) to B-3 (General Business District) and shall supersede all previously published zoning maps for the City.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessar the immediate preservation of the public health, safety and general welfare of the residents, a ensure the sound fiscal administration of the City of Huron; WHEREFORE, this Ordinance shall take a immediately upon its adoption.		
	 Monty Tapp, Mayor	
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ATTEST:		
ADOPTED.		

Planning & Zoning Department 417 Main Street Huron, OH 44839 419-433-5000



CITY OF HURON APPLICATION TO RE-DISTRICT PROPERTY

(Type or Print)

Property Owner: JANWESEE BUCHCEZ Address: 1.15 MARINGE VILLEGE City, State, Zip: HURON 10 H 44839 Email Address: TEULIZAGE GMAIL. COM Address of Property to be Rezoned: CT CLEVELAND LOW 2029 CLEVELAND LOW Parcel Number:
Applicant: (Name & Address - if different from the property owner)
TAMMER L ZUILHOF 243 EMARKETST #3 SANDOSKY, OH 44870
Current Zoning District of Subject Property:
R-1
I-1
Explain the reason that re-districting/re-zoning is being requested: EXPANSION AND RECONFIGURIATION OF EXISTING STRUCTURE. ADDITIONAL CUIDOR DINING AND LIGUR SALES
TOTAL
Proposed Zoning District of Subject Property: R-1 □ R-2 □ R-3 □ B-1 □ B-2 □ B-3 □ I-1 □ I-2 □ Other:
Was a re-zoning request ever submitted for this property? No√Yes □: Date
Is the applicant represented by legal counsel? Yes □ No □ If Yes, Counsel's Name and Address:
Contact Number and Email

The following must be attached to this application:

1. A survey and legal description of the property.

- A map of the subject property (maximum size 11" x17")
 A map of the subject property in relation to the adjoining properties.(max size 11" x 17")
 A complete list of the names and current addresses of all property owners within 150' of the

exterior boundaries of the subject property.
 A \$250.00 non-refundable application fee, made payable to the City of Huron. (Section 1321.12 (c))
Applicant Signature: Property Owner Signature: (required)
(required)
DO NOT WRITE BELOW THIS LINE ***********************************
-1.01 22 0/MC
Date Completed Application Received:
Zoning Department Representative: 5/1/2023 My fewfin
Date Submitted to City Council: 7 25 23
Date Submitted to Planning Commission:

Bucholz Combined Acreage 0.5597 Acre

Being situated in the State of Ohio, County of Erie, City of Huron, Lots 99 & 132 Rye Beach Land Co. Subdivision (PV 8 PG 4-5) and being more definitely described as follows:

Beginning at a PK Nail, set, on the East right-of-way line of Rye Beach Road (60 Ft), marking the Southwest corner of Lot 99 in said Rye Beach Subdivision;

- (1) Thence North 01°35'23" West along the East right-of-way line of Rye Beach Road, the same being the West line of lot 99, a distance of 155.27 feet to a 1/2" iron pin & cap, set, marking the Northwest corner of Lot 99;
- (2) Thence North 88°23'27" East along the North line of Lot 99, the same being the South line of Lot 100 owned by Kenneth & Marlene Gadd (DV 360 PG 632), a distance of 81.22 feet to a 1/2" iron pin & cap, set, marking the Southwest corner of Lot 132;
- (3) Thence North 01°01'08" West along the West line of Lot 132, the same being the East line of Lot 100, a distance of 40.00 feet to a point, marking the Northwest corner of Lot 132;
- (4) Thence North 88°23'27" East along the North line of Lot 132, the same being the South line of Lot 131 owned by Thelma Meredith (RN 202206144), passing through a 1/2" iron pin & cap, set at a distance of 1.35 feet, a distance of 80.00 feet to a 1/2" iron pin & cap, set on the West right-of-way line of Atwood Place (50 Ft), marking the Northeast corner of Lot 132;
- (5) Thence South 01°01'08" East along the West right-of-way line of Atwood Place, passing through a railroad spike, found at a distance of 40.00 feet, a distance of 148.51 feet to a PK Nail, set, marking the Southeast corner of Lot 99;
- (6) Thence South 72°06'52" West along the south line of Lot 99, a distance of 166.84 feet to the point of beginning, containing 0.5597 acre, more or less, of which 0.2068 acre is in PP # 43-00307.000 and 0.2795 acre is in PP # 43-00306.000 and 0.0734 acre is in PP # 43-00305.000, but being subject to all legal highways, easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in June 2023. The bearings were based on ODOT VRS.

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the Ohio Administrative Code only. No Field Verifications
for Accuracy made.

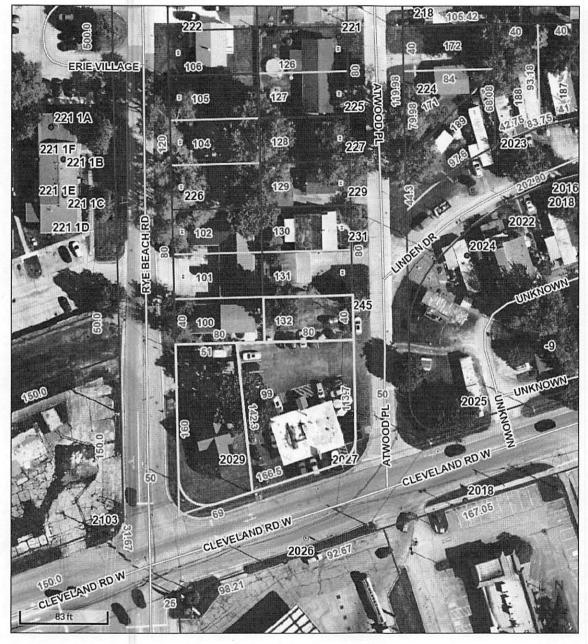
Engineer/Surveyor: Erie County Engineer's

Daniel E. Hartung Jr., PE, PS

DANIEL E. HARTUNG, JR. S-5667

ALL PARCELS ARE ZONED R-1A







Legend

Parcels
Parcel Dimensions
Parcel Dimensions
(Original)

Lot Lines

Lot Line Labels

Streets

Addresses

- 0
- 1

<all other values>

Date created: 3/16/2023 Last Data Uploaded: 3/16/2023 7:40:07 AM

Developed by Schneider

43-00306.000 43-00305.000 43-00307.000



TO: Mayor Tapp and City Council FROM: Terri Welkener, Clerk of Council

RE: Ordinance No. 2023-39 (second reading) (submitted by Matt Lasko)

DATE: November 28, 2023

Subject Matter/Background

Ordinance No. 2023-39 amends Section 163.04 (Paid Holidays) of Chapter 163 (Employment Provisions) to clarify recognition of the paid holidays of Christmas Eve and New Year's Eve when those holidays fall on a Sunday. In most instances, when a paid holiday falls on a Sunday, it is recognized on the following Monday. That works for most holidays, but because both Christmas Eve and New Year's Eve are half-days, the current ordinance language would result in a half day of work on Christmas Day, with the full day off being the day after Christmas. To avoid this situation, the new language would recognize the holidays of Christmas Eve and New Year's Eve (only when they fall on a Sunday) on the Friday preceding the paid holiday.

For example, Christmas Eve and New Year's Eve fall on Sundays this year. As currently written, Section 163.04 would force a half-day off on Christmas day and a full day off on December 26th, and a half-day off on New Year's Day and a full day off on January 2nd. This would force employees to use 4 hours of vacation or personal time in order to have Christmas Day or New Year's Day off. This Ordinance corrects this situation by recognizing those two half-days on the prior Friday. This year, that would mean Christmas Eve would be recognized on Friday, December 22nd, and New Year's Eve would be recognized on Friday, December 29th. Employees would still have a full day off on Christmas Day and New Year's Day.

REVISION SINCE FIRST READING ON NOVEMBER 14, 2023:

Ordinance No. 2023-39 has been revised to clarify what happens when Christmas Eve and New Year's Eve fall on a Friday. Because the main holidays (Christmas and New Year's Day) would fall on a Saturday, those holidays would be recognized on the Friday preceding. The current language in our Codified Ordinances remains silent on when Christmas Eve and New Year's Eve (1/2 days) would be celebrated in that instance.

This new language would have Christmas Eve and New Year's Eve observed on the Thursday preceding Christmas Eve and New Year's Eve, with Christmas Day and New Year's Day being observed on Friday.

Financial Review

There is no financial impact relating to this code amendment.

Legal Review

The matter has been reviewed, follows normal administrative procedure.

Recommendation

If Council is in agreement with the request, a motion placing Ordinance No. 2023-39 on its second reading is in order.

Ordinance No. 2023-39 Chapter 163.04(b) Christmas and NYE holidays (4).docx

ORDINANCE NO. 2023-39 Introduced by Joe Dike

AN ORDINANCE AMENDING AND RESTATING PARAGRAPH (b) UNDER SECTION 163.04 (PAID HOLIDAYS) OF CHAPTER 163 (EMPLOYMENT PROVISIONS).

WHEREAS, City Staff and counsel for City on employment law and human resource matters have evaluated Paragraph (b) under Section 163.04 (Paid Holidays) of Chapter 163 (Employment Provisions), and have determined that this provision is in need of enhancement and improvement to accurately reflect current policies and procedures, and to ensure the effective and efficient operation of the City pertaining to employment and human resources matters;

WHEREAS, the City hereby adopts a new and amended and restated Ordinance to repeal and amend and restate Paragraph (b) of Section 163.04 (Paid Holidays) of Chapter 163 (Employment Provisions) to address the concerns of the City Staff and counsel for City on employment law and human resource matters.

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

SECTION 1: That paragraph (b) under Section 163.04 (Paid Holidays) of Chapter 163 (Employment Provisions) of the Codified Ordinances of the City of Huron, Ohio, WHICH CURRENTLY READS AS FOLLOWS:

(b) In case the holiday falls on Saturday, the previous Friday shall be considered as the legal holiday. In case the holiday falls on Sunday, the following Monday shall be considered the legal holiday.

shall be and hereby is repealed.

<u>SECTION 2:</u> That paragraph (b) under Section 163.04 (Paid Holidays) of Chapter 163 (Employment Provisions) of the Codified Ordinances of the City of Huron, Ohio, is hereby amended to read as follows:

- (b) In the event the holiday falls on Saturday, the previous Friday shall be considered as the legal holiday. In the event the holiday falls on Sunday, the following Monday shall be considered the legal holiday. Notwithstanding the foregoing, should Christmas Eve and New Year's Eve fall on a Sunday, the Friday preceding shall be considered the legal holiday. Notwithstanding the foregoing, should Christmas Day and New Year's Day fall on a Saturday, the Thursday preceding shall be considered the legal holiday for observance of Christmas Eve and New Year's Eve.
- SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

	c health, safety and general welfare and it is imperative this
Ordinance be effective immediately, WHEF immediately after its adoption.	REFORE, this Ordinance shall be in full force and effect from and
	Monty Tapp, Mayor
ATTEST: Clerk of Council	
ADOPTED:	

SECTION 4: That this Ordinance is hereby declared to be an emergency measure necessary for



TO: Mayor Tapp and City Council FROM: Terri Welkener, Clerk of Council

RE: Resolution No. 71-2023 (second reading) (submitted by Chief Terry Graham)

DATE: November 28, 2023

Subject Matter/Background

This resolution authorizes a one-year renewal of the Agreement previously executed with the Erie County Sheriff's Office for the provision of emergency dispatch services. This is an automatic renewal under the same terms and conditions unless either party gives at least 60 days' written notice to terminate. The City did not receive written notice of termination from Erie County or the Sheriff's Office (60 days expired on November 1, 2023). Therefore, the contract will renew under the same terms and conditions.

History

The City's dispatch services began to transition to the Erie County Sheriff's Office in 2009 with the utilization of county dispatch during the 11:00pm-7:00am shifts. In 2012, the City formalized a two-year regionalized dispatch agreement with the Erie County Sheriff's Office for 24-hour coverage. Since that date, the Chief of Police and Fire Captains have served on the Regional Advisory Board as the City's representatives. The current agreement is set to renew automatically per its terms unless either party give at least 60 days' written notice to terminate. *Service*

Cost for Prior Years

2018 \$ 36,150

2019 - \$ 43,964

2020 - \$ 47,670

2021 - \$ 67,000

2022 - \$102,131

2023 - \$102,131

Although there was a significant increase in 2022, and that same cost is carried forward to 2023, the agreement solidifies the same level of service at a modest cost compared to housing the dispatch unit with the City. Per the agreement, the Erie County Sheriff's Office will continue to provide emergency dispatching services for both branches of the City's safety forces utilizing County employees. The annual fee for services rendered shall not exceed \$102,130.82.

There have been no changes since the first reading on November 14, 2023.

Financial Review

The annual financials are included above. The City can expect no change to the 2024 budget for dispatch services. The General Fund (78%) and Fire Levy Fund (22%) bear the cost of this service.

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. 71-2023 on its second reading is in order.

Resolution No. 71-2023 Emergency Dispatch Services Renewal.doc Resolution No. 71-2023 Exh A Emergency Dispatch Renewal 2024.pdf

RESOLUTION NO. 71-2023 Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE AUTOMATIC ONE-YEAR REWEWAL OF AN AGREEMENT WITH THE ERIE COUNTY SHERIFF FOR THE PROVISION OF EMERGENCY DISPATCH SERVICES TO THE CITY OF HURON FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED TWO THOUSAND ONE HUNDRED THIRTY AND 82/100 DOLLARS (\$102,130.82) FOR THE AGREEMENT RENEWAL TERM OF JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

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

SECTION 1. That the automatic one-year renewal of an agreement with the Erie County Sheriff for emergency dispatch services for the City of Huron for the term commencing January 1, 2024 through December 31, 2024 at an annual cost not to exceed One Hundred Two Thousand One Hundred Thirty and 82/100 Dollars (\$102,130.82) is hereby authorized. A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof.

<u>SECTION 2</u>. 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 immediately upon its adoption.

		Monty Tapp, Mayor
ATTEST:	Clerk of Council	_
ADOPTED:		_

ERIE COUNTY, OHIO SHERIFF FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES FOR THE CITY OF HURON POLICE AND FIRE DIVISIONS.

January 1, 2022 Page 1 of 5

This renewal contract is made and entered into by and between the City of Huron, a charter municipality [City], 417 Main Street, Huron, Erie County, Ohio, 44839 and the Erie County Sheriff [Sheriff] 2800 Columbus Avenue, Sandusky, Erie County, Ohio 44870 for the provision of public safety dispatching services for the City's Police and Fire Divisions by the Sheriff, pursuant to Section 311.29 of the Ohio Revised Code.

- 1. Commencing on January 1, 2022 at 12:01 A.M., the Sheriff will continue to furnish personnel for the operation of a twenty-four (24) hours a day, seven (7) days a week telephone and radio dispatching service for the City's Police and Fire Divisions, as has been the previous and customary practice; and
- 2. In addition to the above listed dispatching service, the Sheriff agrees to continue to provide the following general services to the City.
 - a) LEADS services. The Sheriff will continue to make any and all appropriate entries and cancellations in the LEADS data base of any wanted or missing persons, stolen property including motor vehicles, and any other entries and cancellations deemed necessary by the City's Police Division; and
 - b) Non-emergency telephone services. The City will make internal arrangements to address response to non-emergency telephone calls received by the City's Police and Fire Divisions. In the event that the City is unable to process non-emergency calls on a periodic or scheduled basis, the Sheriff will assume that responsibility; and
- Radio frequency. The City will continue to utilize its unique frequencies for the purpose of emergency dispatch services for its Police and Fire Divisions, and the Sheriff agrees to continue to dispatch the City's Police and Fire Divisions on those frequencies; and
- 4. Records management. The Sheriff and City agree that the Huron Police Department will continue to utilize its current records management system until it has the operational means to support the Sheriff's records management system. The Huron Fire Department does have the capability to utilize the Sheriff's records management system and is prepared to adopt the same. The City

ERIE COUNTY, OHIO SHERIFF FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES FOR THE CITY OF HURON POLICE AND FIRE DIVISIONS.

January 1, 2022 Page 2 of 5

agrees to continue to participate in training on the Sheriff's records management system; and,

- 5. The City shall continue to be represented by the Chiefs of the City's Police and Fire Departments on the Erie County Sheriff's Office Dispatch Advisory Board [Board]. Said Board is comprised of one representative of each of the public safety agencies contracting with the Sheriff for dispatching and communications services. Said Board exists to provide dispatch and communications policy input and guidance to the Sheriff. The Board also acts as a selection Board for the Sheriff's Communications Supervisor and, by simple majority vote, to provide for the master planning of communications facilities, to provide for the selection of Computer Aided Dispatch Hardware and Software, to provide for the development of a cost analysis and assessment for contracted participants and to oversee the general operation of the Sheriff's Office Communications Center. Sheriff agrees to abide by the recommendation of the Board relative to the selection or discharge of said Sheriff's Communications Supervisor, who shall be a fiduciary employee of the Sheriff; and,
- 6. Term. The term of this contract shall be for one (1) year and shall remain in effect until 12:00 midnight on December 31, 2022, and shall automatically renew under the same terms and conditions unless either party provides written notice to the other sixty (60) day prior to the expiration of the term; and,
- 7. Amendment and Termination. The terms and conditions of this Contract shall 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 evidence in writing, signed by the authorized representative of each party. This agreement may be terminated by either party by giving ninety (90) days written notice of termination by the other party's authorized representative:

For the Sheriff: Erie County Sheriff's Office Sheriff Paul Sigsworth 2800 Columbus Avenue Sandusky, Ohio 44870 For the City: City of Huron c/o City Manager 417 Main Street Huron, Ohio 44839

ERIE COUNTY, OHIO SHERIFF FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES FOR THE CITY OF HURON POLICE AND FIRE DIVISIONS

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- 8. Severability. In the event of the invalidation of any portion of this Contract, the remaining sections and subsections shall remain in effect for the duration of the Contract. The parties may meet to negotiate new terms for the invalidated section or subsection if mutually agreeable; and
- 9. In the event that this agreement is terminated pursuant to Paragraph 8 for any reason, the City shall have no further obligation to make payment to the Sheriff, except for payment for services rendered and owed at the time of the termination and the Sheriff shall have no further obligation to provide the services required by this Contract; and
- 10. The City agrees to maintain all communications, computer, and records management hardware and software currently owed by the City during the life of this contract, utilizing the City's Information Technology (IT) support staff; and,
- 11. Rate, Charges, and Payment. Sheriff shall charge City, and City shall pay the Sheriff for the services rendered pursuant to this Contract a total annual sum not to exceed One Hundred Two Thousand One Hundred Thirty and Eighty Two cents (\$102,130.82); and
- 12. The Sheriff will sign Exhibit A, Contract Limitation Certificate, as required by law as a condition precedent to entering into this Contract; and
- 13. This Contract supersedes all other oral and written agreements between the parties with respect to the services that are the subject of this Contract and contains all of the covenants and agreements between the parties; and
- 14. Each party acknowledges and agrees that each party possesses liability insurance to cover the acts of its employees, agency, and elected officials, and therefore will not indemnify or name the other as an insured within its own liability coverage; and
- 15. This agreement shall be governed and construed in accordance with the laws of the State of Ohio.

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ERIE COUNTY, OHIO SHERIFF FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES FOR THE CITY OF HURON POLICE AND FIRE DIVISIONS.

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SIGNATURE PAGE

FOR THE SHERIFF	FOR THE CITY
Paul A. Sigsworth	Matthew Lasko
Erie County Sheriff	City Manager
APPROVAL AS TO FORM	APPROVAL AS TO FORM
Gerhard R. Gross Erie County Prosecutor's Office Chief Assistant Prosecuting Attorr Civil Division	Seeley Savidge Ebert & Gourash L.P.A. Law Director
APPROVAL OF LEGISLATIVE B	ODY
Patrick Shenigo Erie County Commissioner	
Matthew Old Erie County Commissioner	
Stephen Shoffner Erie County Commissioner	

January 1, 2022 Page 5 of 5

CERTIFICATION OF AVAILABILITY OF FUNDS

I, Cory Swaisgood, Finance Director of the City of Huron, Ohio, hereby certify that the funds necessary to meet the terms of this contract have been lawfully appropriated for the purpose of this contract, and those funds are in the treasury of the City of Huron, Ohio, or are in the process of collection to the credit of that appropriation, free from prior encumbrance.

Cory Swaisgood

Finance Director



TO: Mayor Tapp and City Council FROM: Terri Welkener, Clerk of Council

RE: Resolution No. 72-2023 (second reading) (submitted by Cory Swaisgood)

DATE: November 28, 2023

Subject Matter/Background

Resolution No. 72-2023 requests the Council's authorization to pay the full Bureau of Worker's Compensation premium for the City for the policy period beginning January 1, 2024 and ending on January 1, 2025 in the amount of \$51,152. While the City has the option of making monthly payment, the City will receive a 2% premium refund (\$1,023.24) for making an early payment on or before January 1, 2024 of the full premium. This premium is approximately 4% lower than last year's annual premium (including February True-up) of \$53,280.

Premium History

2020 - \$48,634

2021 - \$45,303

2022 - \$51,092

2023 - \$53,280

There have been no changes to this legislation since the first reading on November 14, 2023.

Financial Review

The 2024 premium payment will be proportionately allocated amongst applicable City funds with eligible payroll expenditures, as budgeted for 2024. Any rebates or dividends received from BWC during the year will be receipted into these funds, as well. The majority of the premium is expensed to the General Fund.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion placing Resolution No. 72-2023 on its second reading is in order.

Resolution No. 72-2023 BWC Premium 2024 (1).docx Resolution No. 72-2023 Exh A BWC Premium Payment Schedule.pdf

RESOLUTION NO. 72-2023 Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO MAKE AN ANNUAL PREMIUM PAYMENT TO THE BUREAU OF WORKERS COMPENSATION FOR THE POLICY PERIOD JANUARY 1, 2024 THROUGH JANUARY 1, 2025 IN AN AMOUNT NOT TO EXCEED FIFTY-ONE THOUSAND ONE HUNDRED FIFTY-TWO AND 00/100 DOLLARS (\$51,152.00)

WHEREAS, the City Manager has recommended payment of the full annual premium to the Bureau of Workers Compensation for the policy period January 1, 2024 through January 1, 2025 in the amount of Fifty-One Thousand One Hundred Fifty-Two and 00/100 Dollars (\$51,152.00),

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

<u>SECTION 1</u>. That the City Manager is authorized and directed to pay the full premium payment to the Bureau of Worker's Compensation for the policy period of January 1, 2024 through January 1, 2025 in the amount of Fifty-One Thousand One Hundred Fifty-Two and 00/100 Dollars (\$51,152.00); a copy of the annual premium installment schedule is attached hereto as Exhibit "A".

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

		Monty Tapp, Mayor	
ATTEST:			
CI	erk of Council		
ADOPTED:			

Ohio Bureau of Workers' Compensation

30 W. Spring St. Columbus OH 43215-2256 Governor Mike DeWine
Administrator/CEO John Logue

www.bwc.ohio.gov 1-800-644-6292

10/30/2023 Date Mailed #BWNFVSQ

HURON 417 MAIN ST HURON OH 44839-1652

Policy Number: 32205102

Re: 2024 Policy Year Renewal, Notice of Estimated Annual Premium and Workers' Compensation Certificate

Dear Employer:

This letter is a notification of your **Estimated Annual Premium** and **Premium Installment** schedule for the renewal of your workers' compensation policy for the policy year that begins Jan. 1, 2024. This letter includes your certificate of coverage for the upcoming workers' compensation policy year.

This is not a bill; therefore, payment of the first installment is not required at this time. You will receive your first invoice for the 2024 policy year in December. Payment is due by Dec. 21. You have the option to receive a 2% discount by paying the full 12-month estimated annual premium on or before Jan. 3, 2024.

If you would like to request a change in your installment schedule, you will have until Nov. 15, 2023, or your premium installment schedule will remain the same.

How to contact us

For any questions related to this letter, your policy, or business operations that might impact your payroll, please visit bwc.ohio.gov, or call us at **1-800-644-6292**.

E-accounts and policy information

You can view your policy information on our website. To create a BWC e-account, visit bwc.ohio.gov/login, then click Create an account. Once you have an e-account, the system will direct you to the My policy page, which provides important information for managing your policy, including your estimated payroll and premium installment schedule. Please visit this page often to make sure your information is accurate and up to date.

Sincerely,

John Logue

Administrator/CEO

General Information

Payment of premium: Failure to pay premium by the installment due date will result in a lapse in coverage and penalties. If a claim occurs during this lapsed period, you will be responsible for all claim costs associated with that claim. <u>Pay all installment billings timely to avoid penalties</u>.

Policy cancellation: You must notify us in writing if you cancel your policy. When canceling your coverage, you must file a final payroll true-up report. **Important note:** Once you cancel the policy, you may be eligible for a refund. We cannot modify the name on the refund. Before closing your business bank account, we recommend you confirm with us that no additional refunds are in order.

Change in operations: If you have a significant change in operations and would like to modify your estimated premium exposure for the upcoming year, call 1-800-644-6292.

Important dates to remember:

Date	Item
November 15, 2023	Last day to change your premium installment schedule
December 2023	First installment / invoice mailed for 2024 policy year
December 21, 2023	First installment due for 2024 policy year

Policy Information

Policy number: 32205102 Employer name: HURON

Policy period is from January 1, 2024, to January 1, 2025.

Selected installments: 1

Total estimated annual premium: \$51,152.00

THIS IS NOT A BILL. DO NOT PAY AT THIS TIME. YOU WILL RECEIVE AN INVOICE.

Installment schedule		
Bill date	Amount	
December 01, 2023	\$51,152.00	



Breakdown of estimated premium calculation				
		(A)	(B)	(A x B)/100
Class code	Experience modifier (EM)	Blended rate per \$100 payroll	Estimated payroll	Estimated premium
9431	0.49	1.0566	\$4,773,692.00	\$50,439.00
9444	0.49	.1106	\$645,112.00	\$713.00
Total estimated a	nnual premium			\$51,152.00
1	For additional rating i account.	nformation, visit w	ww.bwc.ohio.gov, ar	nd sign in with your e-

Policy Information

Policy Information for the policy period beginning from 12:01 AM on 01/01/2024 to 12:01 AM on 01/01/2025.

Policy Number and Employer	MCO	
32205102 HURON 417 MAIN ST HURON OH 44839-1652	Minute Men OhioComp 3740 Carnegie Ave. CLEVELAND OH 44115	

Additional Insured's Name and Address	Effective Date	Expiration Date

Individuals Eligible for Elective Coverage			
Individuals Eligible for Elective Coverage	Covered (Yes/No)	Elective Coverage Type	
No Elective Individuals.			

^{**}Please refer to our website for reporting guidelines/requirements.

Corporate Officer	Effective Date	Expiration Date
No officers listed for this policy.		

^{**}Please refer to our website for reporting guidelines/requirements.

Employee Class Codes and Descriptions		
Class Code Class Code Description		
9431	CITY EMPLOYEES: ALL EMPLOYEES & SALESPERSONS, DRIVERS	
9444	PUBLIC EMPLOYEE CLERICAL AND CLERICAL TELECOMMUTER	

The information noted above is as of 10/28/2023. For the most current information on the policy or to update your account information, please log into your account at www.bwc.ohio.gov. You may also call 1-800-644-6292 to speak with a customer service representative.





TO: Mayor Tapp and City Council FROM: Terri Welkener, Clerk of Council

RE: Resolution No. 73-2023 (second and final reading) (submitted by Cory Swaisgood)

DATE: November 28, 2023

Subject Matter/Background

Resolution No. 73-2023 requests the Council's authorization to pay the premium for property and casualty insurance to Public Entities Pool of Ohio ("PEP") for the policy period beginning December 1, 2023, and ending November 30, 2024, in the amount of \$105,646.53. The premium paid for the prior policy period was \$98,423.00. The premium increase of approximately \$7,223 (7.34% increase) comes primarily from increasing property and auto values to insured amounts, plus reinsurance rate increases and cyber security insurance. This is a much smaller increase than last year, which was \$15,000.

There have been no changes to this legislation since its first reading on November 14, 2023. Because insurance coverage starts on November 30, 2023, this legislation must be passed on its second reading.

Financial Review

PEP's premium will be proportionately allocated amongst eligible City funds. The City requested other quotes and all declined due to the inability to be competitive with PEP's quote.

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. 73-2023 on its second and final reading is in order.

Resolution No. 73-2023 PEP Property and Liability Premium Invoice (2).docx Resolution No. 73-2023 Exh A PEP Renewal Documents.pdf

RESOLUTION NO. 73-2023 Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER'S EXECUTION OF THE PROPOSAL AND PAYMENT OF THE ANNUAL PREMIUM TO THE PUBLIC ENTITIES POOL OF OHIO ("PEP") FOR THE POLICY PERIOD DECEMBER 1, 2023 THROUGH NOVEMBER 30, 2024 IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIVE THOUSAND SIX HUNDRED FORTY-SIX AND 53/100 DOLLARS (\$105,646.53); AND DECLARING AN EMERGENCY.

WHEREAS, the City Manager has recommended payment of the full annual premium to the Public Entities Pool of Ohio ("PEP") for the policy period of December 1, 2023 through November 30, 2024 in the amount of One Hundred Five Thousand Six Hundred Forty-Six and 53/100 (\$105,646.53).

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

SECTION 1. That the City Manager's acceptance of the proposal and payment of the full annual premium to the Public Entities Pool of Ohio ("PEP") for the policy period of December 1, 2023 through November 30, 2024 in the amount of One Hundred Five Thousand Six Hundred Forty-Six and 53/100 Dollars (\$105,646.53) is hereby ratified; a copy of the premium invoice is attached hereto as Exhibit "A".

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

	Monty Tapp, Mayor
ATTEST:	
Clerk of Council	
ADOPTED:	



PUBLIC ENTITIES POOL OF OHIO Service Center 315 S. Kalamazoo Mall Kalamazoo, MI 49007-4806

INVOICE

October 13, 2023

City of Huron

417 Main Street Huron, OH 44839

Description	Amount
2023-2024 Anniversary Contribution	\$109,066.00
PEP Loyalty Credit	-\$3,419.47
Annual Contribution Due:	\$105,646.53
to calculate the final balance due:	
BALANCE DUE (if any options selected)	\$
	2023-2024 Anniversary Contribution PEP Loyalty Credit Annual Contribution Due: by of the optional quotes provided on the coverage lite the additional amount in the space provided balance due:

Payment due upon receipt



Dear PEP Member,

The PEP Board of Directors is pleased to announce that the Public Entities Pool of Ohio ("PEP") will reward its members with a Loyalty Credit to be applied to members' 2023 annual contribution.

This one-time Loyalty Credit, which will be applied in 2023, is as a result of the continued trust and confidence the membership has shown in PEP. Due to its positive claims experience, an active loss control program, and conservative investment strategies, PEP's reserve funds have grown, allowing PEP to achieve a strong capital position.

With the singular goal of serving its membership, and after consultation with PEP's service providers, the PEP Board of Directors elected to return a portion of its current reserve fund to PEP members. This is an opportunity to allow members to share in the benefits of pooling, and to help smooth out costs to members despite increases in excess insurance rates.

It is your commitment and loyalty that has helped PEP become the premier property and liability program in Ohio, which now serves over 600 Ohio public entities.

Thank YOU for your continued support!

THE PEP BOARD OF DIRECTORS



PUBLIC ENTITES POOL of OHIO 6500 Taylor Road Blacklick, OH 43004

In Recognition of Continued

PEP Loyalty: City of Huron, Erie County Credit: \$3419.47

Non-Negotiable - Loyalty Credit is applied only to 2023 year anniversary invoice

MARKETING SUMMARY

City of Huron, Ohio

CARRIER	DESCRIPTION	
PEP	Renewal \$105,646 (7.3% Increase)	
Travelers Insurance	Declined- Not competitive. Quoted 2021- \$145,000	
EMC Insurance	Declined- Not competitive. Verbally \$160,000-\$175,000+	
Liberty Mutual Insurance	Declined- Loss ratio.	
Cincinnati Insurance	Declined- No longer a market for municipalities.	



PUBLIC ENTITIES POOL OF OHIO Service Center 315 S. Kalamazoo Mall Kalamazoo, MI 49007-4806

October 13, 2023

City of Huron, Erie County 417 Main Street Huron, OH 44839

Dear Member:

I've enclosed your anniversary coverage outline and contribution invoice. To continue your membership and coverage, please return the following items in the enclosed envelope, by or prior to your anniversary date of 12/01/2023:

- Anniversary payment
- Original signed Anniversary Information Acknowledgement form
- Any schedule changes on a separate sheet of paper (required for endorsement)

Once all of the above information has been received, your anniversary agreement will be issued and mailed to you. If you have any questions, please contact your local PEP representative, or call me at 1.888.748.7966, ext. 3136.

As always, it is our pleasure serving you. Thank you for your loyalty to PEP. Together, we will continue to lead the way for Ohio Public Entities.

Sincerely,

Wendy French

undphuch

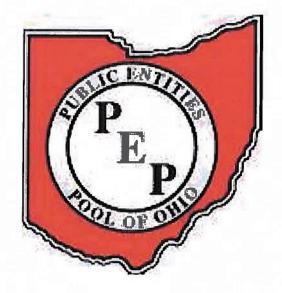
Customer Service Representative

wf/enclosures



Anniversary Information Acknowledgement

The u	indersigne	ed representative of the City of Hi	aron, Elle County acknowledges that he/she.	
	Reviewed the information provided on all Public Entities Pool Of Ohio applications and all applicable supplemental applications.			
	Reviewed all applicable property and vehicle schedules.			
	Confirms, to the best of his/her knowledge, that all information provided is complete and accurate.			
	Reviewed the optional coverage(s) offered by the Public Entities Pool Of Ohio for increased limits. After consideration of the coverage(s) offered and the contribution for same, City of Huron, Erie County has elected to:			
		Huron, Erie County understands future, it will be subject to Public underwriting guidelines at the timmade in writing. In addition, City	nd any applicable contribution charges. City of that to add increased limits coverage in the Entities Pool Of Ohio's approval and ne of the request and that such request must be of Huron, Erie County will not hold the Public e for this decision to waive optional	
		Accept the increased limits:	(Limit of Liability Accepted)	
unde	rsigned o	the day of duly authorized officer of the Gov ted below:	, in the year, by the vernmental Subdivision City of Huron, Erie	
Ву:				
Title:			_	
		City of Huron, Erie County		
		per: 0747		
Anni	Jersani D	ate: 12/01/2023		



SUMMARY OF COVERAGES

FOR

City of Huron, Erie County

PREPARED BY: UIS Insurance & Investments

Burnham & Flower of Ohio

6500 Taylor Road Blacklick, OH 43004 800.748.0554

http://www.pepohio.org

ENDORSED BY











FOR: City of Huron, Erie County

EFFECTIVE: 12/01/2023

Broad definition of a "member" which includes:

• Any member of the governing body,

Any member of boards or commissions,

Any elected or appointed official,

Any employee acting within the scope of their employment,

Any volunteer or student who performs a service for you at your request

SUMMARY OF COVERAGE LIMITS

We will pay those amounts that a member becomes legally obligated to pay as damages, caused by an occurrence to which this Agreement applies:

Legal Liability for General Liability Claims

\$10,000,000 Each occurrence

\$0 Deductible

 Advertising injury, bodily injury, personal injury, or property damage, arising out of your covered operations or premises.

Legal Liability for Automobile Claims

\$10,000,000 Each occurrence

\$0 Deductible

 Ownership, maintenance or use of an automobile in the conduct of your covered operations.

Legal Liability for Law Enforcement Claims

\$10,000,000 Each occurrence

\$2,000 Deductible

 Bodily injury, personal injury or property damage, arising out of your law enforcement operations.

Public Officials Wrongful Acts

\$10,000,000 Each occurrence

\$2,500 Deductible

A public officials wrongful act rendered in discharging duties on your behalf.

Employment Practices Liability

\$10,000,000 Each occurrence

\$2.500 Deductible

• An employment practices wrongful act rendered in discharging duties on your behalf.

No aggregate limit on any major lines of coverage unless indicated in the schedule of benefits.



FOR: City of Huron, Erie County EFFECTIVE: 12/1/2023

Property Coverages

\$31,597,693	
\$30,068,193	\$1,000 Deductible
\$1,529,500	\$1,000 Deductible
	•
\$255,000	\$1,000 Deductible
	\$33,899,528
\$3,000,000	
\$25,000	
\$31.597.693	
\$1,000	
\$2,000,000	
\$25,000	
\$100,000	
\$1,000	
	\$30,068,193 \$1,529,500 \$1,143,831 \$903,004 \$255,000 \$3,000,000 \$25,000 \$31,597,693 \$1,000 \$3,000,000 \$25,000



FOR: City of Huron, Erie County EFFECTIVE: 12/1/2023

Automobile Coverages

Liability

Legal Liability for Automobile Claims	\$10,000,000
Covered Pollution Cost or Expense for Automobiles	\$10,000,000
Medical Expenses - Automobile	\$5,000
Uninsured and Underinsured Motorist Per Person	\$100,000
Uninsured and Underinsured Motorist Per Occurrence	\$100,000

Physical Damage

Total Insured Value	\$3,280,020
Comprehensive Deductible	\$1,000
Collision Deductible	\$1,000

Cyber Coverages

Cyber Liability	\$1,000,000 occ/agg	
Cyber Breach Event Costs per Occurrence	\$250,000	\$10,000 Deductible
Cyber Breach Event Costs Aggregate	\$250,000	
Cyber Crime	\$100,000	\$10,000 Deductible
Telecommunications Fraud Per Occurrence	\$25,000	\$10,000 Deductible
Telecommunications Fraud Aggregate	\$50,000	
Post Breach Remediation Costs	\$5,000	
Reward Expenses	\$5,000	



City of Huron, Erie County Effective Date: 12/01/2023

Coverage	Contribution	Limit of Coverage
General Liability	\$23,593	\$10,000,000
Automobile Liability	\$3,773	\$10,000,000
Automobile Physical Damage	\$8,636	\$3,280,020
Law Enforcement Liability	\$2,123	\$10,000,000
Public Officials Wrongful Acts & Employment Practices	\$5,000	\$10,000,000
Excess Liability	\$16,679	Included
Property	\$49,262	\$33,899,528
Equipment Breakdown	Included	Included
Employee Dishonesty	\$0	\$100,000

Total Contribution \$109,066

Increased Limits Options

\$11,000,000	\$1,210
\$12,000,000	\$2,359
\$13,000,000	\$3,440



NOTICE

This proposal is an overview of coverages and is merely descriptive and should be used for reference purposes only. Please refer to the coverage document for specific terms, conditions and exclusions. Any questions should be referred to your Account Manager.

CONDITIONS

None



Financial Stability Rating AAA (Unsurpassed)



315 South Kalamazoo Mall Kalamazoo, MI 49007

Wendy French
Ph. 888.748.7966 Ext. 3136
Fax 269.276.4095
Email: wfrench@bfgroup.com

LOSS CONTROL

Public Entity Risk Services of Ohio (PERSO) 6500 Taylor Road, Suite B Blacklick, OH 43004

Mike Boyd
Ph. 866.907.3776
Email: mboyd@persopool.com

CLAIM SERVICE

Public Entity Risk Services of Ohio (PERSO) 6500 Taylor Road, Suite B Blacklick, OH 43004

> Brad Tucker Ph. 866.907.3776 Fax 614.729.6046

Email: Bradley.Tucker@persopool.com



6500 Taylor Road Blacklick, OH 43004 800.748.0554

http://www.pepohio.org



FOR: City of Huron, Erie County

EFFECTIV 12/1/2023

E:

Legal Defense and Claim Payment Agreement – Schedule of Coverages

Coverage	Effective Date	<u>Limit</u>	<u>Deductible</u>
Legal Liability for Automobile Claims	12/1/2023	\$10,000,000	\$0
Covered Pollution Cost or Expense for Automobiles	12/1/2023	\$10,000,000	\$0
Uninsured and Underinsured Motorist Per Person	12/1/2023	\$100,000	\$0
Uninsured and Underinsured Motorist Per Occurrence	12/1/2023	\$100,000	\$0
Medical Expenses - Automobile	12/1/2023	\$5,000	\$0
Legal Liability for General Liability Claims	12/1/2023	\$10,000,000	\$0
Active Assailant	12/1/2023	See LDCP 0500 (01 19)	\$0
Appeal Bonds	12/1/2023	Unlimited	\$0
Bail Bonds	12/1/2023	Unlimited	\$0
Bonds to Release Property	12/1/2023	Unlimited	\$0
Broad Legal Defense Fund	12/1/2023	\$5,000/\$5,000	\$0
Claim and Defense Expenses	12/1/2023	Unlimited	\$0
Cyber Breach Coverage Aggregate	12/1/2023	\$250,000	\$0
Cyber Breach Coverage Per Occurrence	12/1/2023	\$250,000	\$10,000
Cyber Crime	12/1/2023	\$100,000	\$10,000
Cyber Liability	12/1/2023	\$1,000,000	\$0
		occ/agg	
Fungi or Bacteria Clean Up	12/1/2023	\$25,000	\$0
Fungi or Bacteria Clean Up Aggregate	12/1/2023	\$50,000	\$0
Fungi or Bacteria Injury	12/1/2023	\$25,000	\$0
Fungi or Bacteria Injury Aggregate	12/1/2023	\$50,000	\$0
Good Samaritan	12/1/2023	\$10,000,000	\$0
Medical Expenses - Other than Automobile	12/1/2023	\$5,000	\$0
Medical Malpractice	12/1/2023	\$10,000,000	\$0
Member Expenses	12/1/2023	\$10,000	\$0
Moral Obligation to Pay	12/1/2023	\$2,500	\$0
Non-Monetary Relief Defense Expense	12/1/2023	\$50,000	\$0
Post-Judgment Interest	12/1/2023	Unlimited	\$0
Pre-Judgment Interest	12/1/2023	Unlimited	\$0
Stop Gap	12/1/2023	\$10,000,000	\$0
Telecommunications Fraud Aggregate	12/1/2023	\$50,000	\$0
Telecommunications Fraud Per Occurrence	12/1/2023	\$25,000	\$10,000
Pollution Liability Coverage - Pesticides	12/1/2023	\$250,000	0
Public Officials Wrongful Acts	12/1/2023	\$10,000,000	\$2,500
Employee Benefit Liability	12/1/2023	\$2,000,000	\$1,000
Employment Expense	12/1/2023	\$10,000,000	\$0
Employment Practices Wrongful Acts	12/1/2023	\$10,000,000	\$2,500

LDCP 0100 Page 1 of 2



FOR: City of Huron, Erie County

EFFECTIV

12/1/2023

E:

Legal Defense and Claim Payment Agreement – Schedule of Coverages Legal Liability for Law Enforcement Claims 12/1/2023 \$10,000,000 \$2,000

<u>Endorsements</u>	Effective Date	<u>Limit</u>	<u>Deductible</u>
Anti-skid Material Storage and Application	12/1/2023	\$10,000,000	\$0
Chlorine	12/1/2023	\$10,000,000	\$0
Fire Department Pollution Coverage	12/1/2023	\$500,000	\$0
Fire Department Training Activities	12/1/2023	\$10,000,000	\$0
Sewer Back-up	12/1/2023	\$1,000,000 /\$1,000,000	\$0
Underground Gasoline, Diesel and Fuel Oil Storage Aggregate	Tanks12/1/2023	\$55,000	\$0
Underground Gasoline, Diesel and Fuel Oil Storage Each Occurrence	Tanks12/1/2023	\$55,000	\$0



Public Entities Pool Of Ohio City of Huron, Erie County

Effective Date: 12/01/2023

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION III - PROPERTY DAMAGE		
Buildings*	\$30,068,193	\$1,000
Personal Property*	\$1,529,500	\$1,000
Accounts Receivable	\$250,000	
Animals	\$25,000	
Appearance Allowance	\$25,000	
Arson or Theft Reward	\$10,000	
Athletic Surfaces	\$50,000	
Building or Addition Under Construction	\$1,000,000	\$1,000
Building or Addition Under Construction - Frame Construction Type	Excluded	
Debris Removal	\$250,000	
Decontamination Costs	\$25,000	
Electronic Vandalism	\$250,000	
Equipment Rental Reimbursement	\$250,000	
Errors or Omissions	\$500,000	
Expediting Expenses	\$250,000	
Fine Arts - Unscheduled	\$25,000	
Fire Department Service Charge	Actual Cost	
Fire Extinguishing Systems	Actual Cost	
Fire Hydrants (Unscheduled)	\$10,000	
Golf Course Sand Traps, Tee and Greens	10,000/250,000	
Green Coverage	\$100,000	
Guide Rails	\$10,000	
Land and Water Cleanup Expense	\$10,000	
Locks and Keys	\$25,000	
Money and Securities	\$25,000	

Page 1 of 7

GPA 0600 (01-19)

Public Entities Pool Of Ohio City of Huron, Erie County

SECTION	COVERAGE LIMIT	DEDUCTIBLE
New Generation	\$10,000	
Newly Constructed or Acquired Property	\$2,000,000	\$1,000
Off-Premises Service Interuption Property Damage	\$25,000	, , , , , ,
Off-Premises Storage - Property Under Construction	\$10,000	
Ordinance or Law	\$500,000	
Outdoor Signs	\$10,000	
Outdoor Trees and Shrubs	10,000/250,000	
Parking Meters and Charging Stations	\$5,000	
Personal Prop Not at a Covered Location	\$50,000	
Personal Property at Newly Acquired or Leased Locations	\$1,000,000	\$0
Personal Property of Others	\$250,000	\$1,000
Pollution Cleanup Expense	\$100,000	i
Professional Fees	\$5,000	
Property Removed from a Covered Location	\$250,000	
Protection and Preservation of Property	\$250,000	
Terrorism	See GPA 0780	\$0
Transit Coverage	\$100,000	
Underground Fiber Optic Cable	\$10,000	
Underground Lines	\$1,000,000	
Unscheduled Misc Property	\$10,000	
Unscheduled Playground Equipment	\$25,000	
Unscheduled Property in the Open	\$100,000	\$1,000
Valuable Papers and Records	\$250,000	
Water and Sewer Backup	\$100,000	

Public Entities Pool Of Ohio City of Huron, Erie County

SECTION	COVERAGE LIMIT	DEDUCTIBLE
OFOTION BY TIME ELEMENT		
SECTION IV - TIME ELEMENT	Maximum 20 days	
Civil Authority	Maximum 30 days	
Civil Authority	\$25,000	
Computer Systems and Non-physical Damage	\$10,000	
Contingent Tax Revenue Interruption	\$25,000	
Contingent Time Element	\$10,000	
Earnings During Protection/Preservation	\$25,000	
Expenses to Reduce Loss	\$25,000	
Extended Earnings, Extra Expense and Cost	\$50,000	
Extended Gross Eamings, Extra Expense and Cost	Maximum 180 days	
Extended Period of Coverage	\$25,000	
Extra Expense and Cost	\$250,000	
Gross Earnings	\$250,000	
Leasehold Interest	\$10,000	
Rental Coverage	\$10,000	
Soft Costs	\$5,000	
Storm Debris Removal	\$5,000	

Public Entities Pool Of Ohio City of Huron, Erie County

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION V - EQUIPMENT BREAKDOWN		
Total Limit per one Breakdown*	\$31,597,693	See GPA 0644
Power Generating Equipment	Excluded	
Civil Authority	\$25,000	
Data or Media	\$250,000	
Defense	Unlimited	
Dependent Properties	\$25,000	
Earnings	\$100,000	
Electrical Surge and Electrical Disturbance	\$100,000	
Error in Description	\$500,000	
Expediting Expenses	\$250,000	
Extended Earnings and Extra Expense	\$100,000	
Extra Expense	\$100,000	
Green Alternatives	\$100,000	
Hazardous Substance	\$100,000	
New Generation	\$10,000	
Newly Acquired Locations	\$2,000,000	
Off Premises Equipment	\$50,000	
Ordinance or Law	\$500,000	
Refrigerant Contamination	\$100,000	
Service Interruption	\$100,000	
Spoilage	Included with Refrigerant Contamination	
Water Damage	\$100,000	
SECTION VI - CRIME		
Crime	\$100,000	\$1,000
Computer Fraud and Funds Transfer	\$100,000	\$1,000
Employee Theft - Per Employee	\$100,000	\$1,000
Employee Theft - Per Loss	\$100,000	\$1,000
Forgery or Alteration	\$100,000	\$1,000
nside Premises - Robbery or Safe Burglary	\$100,000	\$1,000
Money Orders and Counterfeit Money	\$100,000	\$1,000
Outside Premises	\$100,000	\$1,000
Theft, Disappearance, Destruction of Money	\$100,000	\$1,000

Public Entities Pool Of Ohio City of Huron, Erie County

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION VII - AUTOMOBILE PHYSICAL DAMAGE		
Airbags	\$5,000	
Commandeered Property	\$250,000	
Emergency Response Automobile	\$25,000	
Freezing of Equipment Coverage	\$25,000	
Hired Automobile Physical Damage	\$50,000	
Lease Gap	\$25,000	
Not At Fault Collision Deductible Waiver	\$2,500	
Personal Automobile (Deductible)	Actual Cost	
Property in an Unattended Auto	\$1,000	
Recertification	Actual Cost	
Rental Automobile Agreement	\$10,000	
Rental Reimbursement Aggregate	\$100,000	
Rental Reimbursement Per Day	\$1,000	
Roadside Assistance	\$5,000	
Temporary Substitute Automobile	\$2,500	
Terrorism	See GPA 0780	

Public Entities Pool Of Ohio City of Huron, Erie County

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION VIII - EARTH MOVEMENT		
Earthquake	\$3,000,000	\$25,000
Earth Movement Accounts Receivable	\$250,000	
Earth Movement Animals	\$25,000	
Earth Movement Athletic Surfaces	\$50,000	\$1,000
Earth Movement Debris Removal	\$250,000	
Earth Movement Decontamination Costs	\$25,000	
Earth Movement Expediting Expense	\$250,000	
Earth Movement Fine Arts - Unscheduled	\$25,000	
Earth Movement Fire Department Service Charge	Actual Cost	
Earth Movement Fire Extinguishing Systems	Actual Cost	
Earth Movement Green Coverage	\$100,000	
Earth Movement Locks and Keys	\$25,000	
Earth Movement Money and Securities	\$25,000	
Earth Movement Off-Premises Service Interruption Property Damage	\$25,000	
Earth Movement Off-Premises Storage - Property Under Construction	\$10,000	
Earth Movement Ordinance or Law	\$500,000	
Earth Movement Outdoor Signs	\$10,000	
Earth Movement Parking Meters and Charging Stations	\$5,000	
Earth Movement Personal Prop Not at a Covered Location	\$50,000	\$1,000
Earth Movement Personal Property at Newly Acquired or Leased Locations	\$1,000,000	
Earth Movement Professional Fees	\$5,000	
Earth Movement Property Removed from a Covered Location	\$250,000	
Earth Movement Protection and Preservation of Property	\$250,000	
Earth Movement Transit Coverage	\$100,000	
Earth Movement Unscheduled Misc Property	\$10,000	
Earth Movement Unscheduled Playground Equipment	\$25,000	
Earth Movement Valuable Papers and Records	\$250,000	

Public Entities Pool Of Ohio City of Huron, Erie County Effective Date: 12/01/2023

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION IX - FLOOD		
Flood	\$3,000,000	\$25,000
Flood Accounts Receivable	\$100,000	
Flood Animals	\$25,000	
Flood Athletic Surfaces	\$50,000	
Flood Debris Removal	\$250,000	
Flood Decontamination Costs	\$25,000	
Flood Expediting Expenses	\$250,000	
Flood Fine Arts - Unscheduled	\$5,000	
Flood Fire Department Service Charge	Actual Cost	
Flood Fire Extinguishing Systems	Actual Cost	
Flood Green Coverage	\$100,000	
Flood Locks and Keys	\$25,000	
Flood Money and Securities	\$25,000	
Flood Off-Premises Service Interuption Property Damage	\$25,000	
Flood Off-Premises Storage - Property Under Construction	\$10,000	
Flood Ordinance or Law	\$500,000	
Flood Outdoor Signs	\$10,000	
Flood Parking Meters and Charging Stations	\$5,000	
Flood Personal Prop Not at a Covered Location	\$25,000	
Flood Personal Property at Newly Acquired or Leased Locations	\$1,000,000	
Flood Professional Fees	\$5,000	
Flood Property Removed from a Covered Location	\$250,000	
Flood Protection and Preservation of Property	\$250,000	
Flood Transit Coverage	\$10,000	
Flood Unscheduled Misc Property	\$10,000	
Flood Unscheduled Playground Equipment	\$25,000	
Flood Valuable Papers and Records	\$100,000	



City of Huron, Erie County

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Location Description	Area	≢ of Firs	Auto Spkir	Year Bulk	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Bla Lin
						31 <u>2</u> 3					
	Value			Val	uation			Deduc	tible		
EDP - Hardware	\$255,000				RC	11104110		S	1,000		
Miscellaneous Property	\$903,004				RC				1,000		
Scheduled Miscellaneous Property Unscheduled	\$1,143,831				RC				1,000		
Total Location TIV	\$2,301,835										
- 1 417 Main Street luron, OH 44839 City Hall/Fire Dept., Signage, Flagpole, Fencing Lighting	19350	1		1974		4	5	Y	Y	Y	Y
= 7	Value			Val	uation			Deduc	tibje		
Building	\$4,941,941				RC			\$1	1,000		
Personal Property	\$1,088,000							\$1	,000		
Personal Property Total Location TIV	\$1,088,000 \$6,029,941							\$1	000,1		
			12	<u>-2</u>				\$ 1	000,1		
Total Location TIV		*1	2	1990		3	5	\$1 Y	Y	Y	
Total Location TIV - 2 417 Main Street	\$6,029,941	1	2	1990		3	5	-	_	Y	Υ
- 2 417 Main Street uron, OH 44839	\$6,029,941	1	12		uation	3		-	Y	Y	Y
- 2 417 Main Street uron, OH 44839	\$6,029, 941	1			uation RC	3		Y	Y	Y	Y



City of Huron, Erie County

Effective Date:

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Location Description	Area	# of Firs	Auto Spkir	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blani Limi
1 - 3 417 Main Street						20	21	1221	22	520	
Huron, OH 44839	1	1		1995		3	5	Y	Y	Υ	Y
Fire Department Radio Tower #2			-			Š.			- 6		
	Value			Va	luation			Deduc	tible		
Building	\$143,576				RC	;		\$1	,000		
Total Location TIV	\$143,576										
2 - 1 Boat Basin-330 North Main Street											
Huron, OH 44839	16000	1		2000		1	5	Y	Y	Y	Y
Docks		-200	-			-				_	
	Value			Va	luation			Deduc	tible		
Building	\$1,463,685				RC	;		\$1	000,1		
Total Location TIV	\$1,463,685										
2 - 2 Boat Basin-330 North Main Street											
Huron, OH 44839	3800	2		2000		1	5	Y	Y	Y	Y
Clubhouse Rec Building, Flagpole, Signage & Lighting						-22					
	Value			Va	luation			Deduc	tible		
Building	\$1,349,722				RC	;		\$	1,000		
Personal Property	\$64,000							\$	1,000		
Total Location TIV	\$1,413,722										



City of Huron, Erie County

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Location Description	Area	# of Firs	Auto Spkir	Year Built	Year Reno	Code	Pro Class	Equip Break	FL	EQ	Blan Lim
2 - 3 Boat Basin-330 North Main Street											
Huron, OH 44839	9375	1		2000		6	5	Y	Y	Y	Υ
Amphitheater											
	Value			Val	uation			Deduct	tible		
Building	\$261,667				RC			\$1	,000		
Total Location TIV	\$261,667										
2 - 4 Boat Basin-330 North Main Street					18						
Huron, OH 44839	960	1		1977		2	5	Υ	Υ	Υ	Υ
Office & Restrooms					-						
	Value			Val	uation			Deduct	ible		
Building	\$89,388				RC			\$1	,000		
Personal Property	\$5,000							\$1.	,000		
Total Location TIV	\$94,388										
2 - 5 Boat Basin-330 North Main Street											
Huron, OH 44839 2 Picnic Areas	500	0		1998		2	5	Y	Y	Y	Y
	Value			Vale	uation			Deducti	ble	143	
Building	\$13,941				RC			\$1,	000		
Personal Property	\$2,500							\$1,	000		
Total Location TIV	\$16,441										



City of Huron, Erie County

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Location Description	Area	# of Firs	Auto Spkir	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blani Limit
2 - 6 Boat Basin-330 North Main Street Huron, OH 44839	0	1		2016		1	5	Y	Y	Y	Y
Clock Tower						2					
	Value			Va	luation			Deduct	tible		
Building	\$90,157				RC			\$1	,000		
Total Location TIV	\$90,157										
3 - 1 Andrew L. Fabens Memorial Park-One Fabens Way	15.47.57										
Huron, OH 44839	0	0		1990		2	5	Y	Y	Y	Y
Fencing, Lighting & Tennis Courts						_					
	Value			Va	luation			Deduc	tible	1100	1
Building	\$891,204				RC	- 1		\$1	000,1		
Total Location TIV	\$891,204			П							
3 - 2 Andrew L. Fabens Memorial Park-One Fabens Way											
Huron, OH 44839	740	1				2	5	Υ	Y	Y	Y
Restroom Concession				_				-		-	S.
	Value			Va	luation			Deduc	tible		
Building	\$53,852				RC			\$1	1,000		
Personal Property	\$10,000							\$1	1,000		
Total Location TIV	\$63,852										



City of Huron, Erie County

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			7.0								
Location Description	Area	# of Firs	Auto Spkir	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Bla Lin
3 - 3 Andrew L. Fabens Memorial Park-One Fabens Way			***								
Huron, OH 44839	0	0				2	5	Y	Y	Y	Y
(6) Six Dugouts						25.67	1304	188			- 12
- W	Value			Va	luation			Deduct	eldi		
Building	\$51,528				RC			\$1	,000		
Total Location TIV	\$51,528										
3 - 4 Andrew L. Fabens Memorial Park-One Fabens Way											
Huron, OH 44839	0	0		2000		2	5	Υ	Υ	Υ	Y
Batting Cages	7						920-				
	Value			Val	uation			Deduct	ible		
Building	\$27,882				RC			\$1	,000		
Total Location TIV	\$27,882										
3 - 5 Andrew L. Fabens Memorial Park-One Fabens Way											
Huron, OH 44839	0	0		2012		2	5	Y	Y	Y	Υ
Playground Equipment)123				5,000			stile!		
	Value			Vai	uation			Deducti	ble		
Building	\$107,199				RC			\$1,	000		
Total Location TIV	\$107,199										



City of Huron, Erie County

Effective Date:

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Location Description	Area	# of Firs	Auto Spkir	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blan Limi
3 - 6 Andrew L. Fabens Memorial Park-One Fabens Way											
rabens vvay Huron, OH 44839	1500	0		1997		2	5	Y	Y	Y	Y
3 Picnic Areas			-					/4-			
	Value			Va	luation			Deduc	eldii		
Building	\$41,824				RC	;		\$1	,000		
Personal Property	\$5,000							\$1	,000		
Total Location TIV	\$46,824										
3 - 7 Andrew L. Fabens Memorial Park-One Fabens Way											
Huron, OH 44839	200	0		1990		1	5	Y	Y	Y	Y
Storage Shed					-						
	Value			Va	luation			Deduc	tible		
Building	\$14,625				RC	;		\$	1,000		
Personal Property	\$10,000							\$1	,000		
Total Location TIV	\$24,625										
3 - 8 Andrew L. Fabens Memorial Park-One Fabens Way											
Huron, OH 44839	3800	1		2018		1	5	Y	Y	Υ	Y
Open Pavilion & Tables				· · · · ·	-		_				350
	Value			Va	luation			Deduc	tible		
Building	\$313,612				RO	:		\$	1,000		
Total Location TIV	\$313,612										



City of Huron, Erie County

Effective Date:

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Location Description	Area	# of Firs	Auto Spkir	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blar Lim
4 - 1 500 Cleveland Road West/10 Waterworks Drive											
Huron, OH 44839 Water Treatment Plant, Bollards, Flagpole & Fencing	20118	2		1957		6	5	Y	Y	Y	Y
	Value			Val	luation		and the second	Deduct	tible		
Building	\$10,679,321				RC			\$1	,000		
Personal Property	\$35,000							\$1	,000		
Total Location TIV	\$10,714,321										
4 - 2 500 Cleveland Road West/10 Waterworks Drive			130				Ī				
Huron, OH 44839	12000	1		1997		3	5	Y	Y	Y	Y
SVC Complex		_			450					75	5
	Value			Val	uation			Deduct	ible		
Building	\$1,457,009				RC			\$1	,000		
Personal Property	\$252,000							\$1	,000		
Total Location TIV	\$1,709,009										
4 - 3 500 Cleveland Road West/10 Waterworks Drive											
Huron, OH 44839	800	0		1980		5	5	Y	Y	Y	Y
Salt Shed				5 8		_		-	-		
	Value			Val	uation			Deducti	ible		
Building	\$88,568				RC			\$1,	000		
Personal Property	\$1,000							\$1.	000		
Total Location TIV	\$89,568										



City of Huron, Erie County

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Location Description	Area	# of Firs	Auto Spkir	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blan! Limi
5 - 1 Oklahoma Park-50 Wilder Avenue							Ш	5			
Huron, OH 44839	250	1		1988		1	5	Y	Υ	Y	Y
Picnic Shelter						- 177			-		
	Value			Va	luation			Deduc	tible		
Building	\$38,679				RC			\$1	,000		
Total Location TIV	\$38,679										
5 - 2 Oklahoma Park-50 Wilder Avenue											
Huron, OH 44839	0	0		2010		2	5	Y	Y	Y	Y
Playground Equipment			150		270						
	Value			Va	luation			Deduc	tible		
Building	\$20,911				RC	: =		\$1	,000		
Total Location TIV	\$20,911										
6 - 1 Sawmill Parkway											
Huron, OH 44839	1	1		1970		3	5	Y	Y	Y	Υ
Water Tower - 400,000 Gallon & Fencing						_					10010
	Value		2100	Va	luation			Deduc	tible		
Building	\$1,847,933				RC			\$1	,000		
Total Location TiV	\$1,847,933										



City of Huron, Erie County

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Location Description	Area	# of Firs	Auto Spkir	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Bian Limi
7 - 1 Cleveland Road East							10				
Huron, OH 44839	1	1		1960		3	5	Y	Y	Y	Y
Water Tower - 500,000 Gallon & Fencing											
	Value			Va	luation			Deduct	lible		
Building	\$2,143,097				RC			\$1	,000		
Total Location TIV	\$2,143,097							157			
8 - 1 Lakefront Park-310 Park Street			HK								(1)
Huron, OH 44839	400	0		1995		2	5	Y	Y	Y	Y
Restrooms											
	Value			Val	uation			Deduct	ible		
Building	\$62,736				RC			\$1	,000		
Total Location TIV	\$62,736				15000						
8 - 2 Lakefront Park-310 Park Street									-	72	
Huron, OH 44839	500	0		1999		1	5	Y	Υ	Y	Υ
Gazebo					3// 2/		-34				
	Value			Val	uation			Deduct	ible		
Building	\$34,854				RC			\$1,	,000		
Total Location TIV	\$34,854										



City of Huron, Erie County

Effective Date:

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Location Description	Area	# of Firs	Auto Spkir	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blan Limi
8 - 3 Lakefront Park-310 Park Street										.,	Y
Huron, OH 44839 Playground Equipment	0	0		2000		1	5	Y	Y	Y	Y
riaygiounu Equipment				31			_				853
	Value			Va	luation			Deduct	tible		
Building	\$20,911				RC			\$1	,000		
Total Location TIV	\$20,911										
9 - 1 Nickel Plate Beach-One Nickel Plate Drive											
Huron, OH 44839	200	1		1980		1	5	Y	Y	Y	Y
Vending Machine Building							418	-	-		+
	Value	-elis		Va	luation			Deduct	tible		
Building	\$39,364				RC			\$1	,000		
Personal Property	\$5,000							\$1	,000		
Total Location TIV	\$44,364									4	
9 - 2 Nickel Plate Beach-One Nickel Plate Drive											
Huron, OH 44839	0	0		2010		2	5	Y	Y	Y	Y
Playground Equipment		-	-			776		***			
	Value			Va	luation			Deduc	tible		
Building	\$20,911				RC			\$1	,000		
Total Location TIV	\$20,911										



City of Huron, Erie County

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Location Description	Area	# of Firs	Auto Spkir	Year Built	Year Reno	Con Code		Equip Break	FL	EQ	Blan Lim
9 - 3 Nickel Plate Beach-One Nickel Plate Drive											
Huron, OH 44839	25	0		1980		1	5	Y	Y	Y	Y
Ticket Booth											
	Value			Va	luation			Deduct	ible		
Building	\$6,971				RC			\$1	,000		
Personal Property	\$1,000							\$1	,000		
Total Location TIV	\$7,971										
10 - 1 Boat Ramp-41 Cleveland Road											
Huron, OH 44839	0	0				1	5	Y	Y	Y	Y
Restroom Building		277		500	-						
	Value			Val	uation			Deduct	ible		
Building	\$104,559				RC			\$1	,000		
Personal Property	\$1,000							\$1	,000		
Total Location TIV	\$105,559										
11 - 1 Throughout City of Huron											
Huron, OH 44839	0	0				1	5	Y	Y	Y	Υ
Fencing, Lights, Traffic Controls								71.			
	Value			Val	uation			Deducti	ible		
Building	\$1,394,125				RC			\$1,	000		
Total Location TIV	\$1,394,125										



City of Huron, Erie County

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Location Description	Area	# of Firs	Auto Spkir	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blar Lim
2 - 1 110 Wall Street											
Huron, OH 44839 Parks & Rec Office, Garage, Bollards, Flagpole, Lighting & Signage	2780	1		1975		1	5	Y	Y	Y	Υ
	Value			Val	luation			Deduc	tible		
Building	\$392,865				RC	;		\$1	000,1		
Personal Property	\$50,000							\$1	1,000		
Total Location TIV	\$442,865										
Huron, OH 44839 Electric Substation & Fencing with exclusions as per General Endorsement		1		2018		3	5	Υ	Y	Y	
	Value			Va	luation			Deduc	tible	s-all	
Building	\$1,716,000				RC	;		\$1	1,000		
Total Location TIV	\$1,716,000										
			Total Bla	anket Ti	V				\$31,59		
		r	Personal	Buildir	•				\$30,06	38,193 29,500	
		,	EDP - H	•	•					55,000	
	Miscellan	eous Pr			-				\$90	3,004	
	Miscellaneo	us Prop	erty Uns	chedule	ed				\$1,14	13,831	
		•	-								



Additional Property Statement of Values

City of Huron, Erie County

Effective Date:

12/01/2023

Printed on:

10/13/2023

Location Information N/A

1-00	011641-m	Description	Serial No	Coverage	** * **	
	Classification Miscellaneous Property	Unscheduled Fire Dept. Radios & Backup Center-Limit per occurrence, \$5,000 scellaneous Property maximum limit per any one		Limit	Valuation	Deductible
1	Unscheduled	item		\$378,000	RC	\$1,000
2	Miscellaneous Property Scheduled	2006 Argus Northwind 30' Fire Boat w/motor & trailer	S#C506, S#3851	\$330,000	RC	\$1,000
	Miscellaneous Property Scheduled	Sound System Peavey		\$5,384	RC	\$1,000
4	EDP - Hardware	Blanket Computer Equipment, including Software		\$255,000	RC	\$1,000
	Miscellaneous Property Unscheduled	Unscheduled Miscellaneous Property-Limit per occurrence, \$5,000 maximum limit per any one item		\$109,455	RC	\$1,000
	Miscellaneous Property	2008 JD Tractor w/ Bucket	S#6935	\$22,960		
	Miscellaneous Property Scheduled	2011 Bobcat Compact Excavator	S#2205	\$56,944	RC	
8	Miscellaneous Property Scheduled	Tractor/Loader/Backhoe	S#2607	\$82,549	RC	
9	Miscellaneous Property Scheduled	Spreader (for 15 Ford F350 S#6209)		\$4,750	RC	
	Miscellaneous Property Scheduled	Yamaha ATV	S#2154	\$4,871	RC	\$1,000
	Miscellaneous Property Unscheduled	Unscheduled Miscellaneous Fire Dept. Property-Limit per occurrence, \$5,000 maximum limit per any one item		\$137,551	RC	\$1,000
	Miscellaneous Property Scheduled	2 - 2013 Mowers Alamo Mott Flail	S#2582, S#2581	\$12,696	RC	\$1,000
3	Miscellaneous Property Scheduled	3 Salt Spreaders Under Tailgate Salt Dogg	S#6796, S#8284, S#6793	\$12,000	RC	\$1,000
4 3	Miscellaneous Property Scheduled		S#0569	\$5,000	RC	\$1,000
5	Miscellaneous Property Scheduled		S#3060	\$2,400	RC	\$1,000
	Miscellaneous Property Scheduled	1999 Boston Whaler Police Boat	S#H899	\$50,000	RC	\$1,000



Additional Property Statement of Values

City of Huron, Erie County

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Location Information N/A

	ation information is		Serial No	Coverage Limit	Valuation	Deductible
	Classification Miscellaneous Property Scheduled	Description 2015 John Deere Show Blower Attachment		\$3,500	RCRC	\$1,000
	Miscellaneous Property Scheduled	Snow Plow 10' JUDCO Amer. Road TR#32	S#3194	\$4,000	RC	\$1,000
_19	Miscellaneous Property Scheduled	2001 Bobcat 773 Skid Steer	S#9363	\$23,204	RC	\$1,000
20	Miscellaneous Property Scheduled	2001 New Holland TN70 Tractor		\$22,028	RC	\$1,000
21	Miscellaneous Property Scheduled	2 9' WesternPro Plus Plows TR31 & TR21	S#6901, S#6690	\$7,000	RC	\$1,000
22	Miscellaneous Property Scheduled	EZ Go 4x4	S#2203	\$10,048	RC	\$1,000
23	Miscellaneous Property Scheduled	2016 Toro Field Groomer	S#0775	\$12,175	RC	\$1,000
24	Miscellaneous Property Scheduled	Ford Tractor w/1996 Backhoe 555E	S#1805	\$32,781	RC	\$1,000
25	Miscellaneous Property Scheduled	1984 Ford 555A Backhoe	S#7114	\$23,153	RC	\$1,000
_26	Miscellaneous Property Unscheduled	Unscheduled Miscellaneous Police Dept. Property-Limit per occurrence, \$5,000 maximum limit per any one item		\$518,825	RC	\$1,000
27	Miscellaneous Property Scheduled	JD Zero Turn Tractor w/72" Deck	S#0008	\$10,574	RC	\$1,000
28	Miscellaneous Property Scheduled	McClean Street Roller	S#4513	\$15,200	RC	\$1,000
29	Miscellaneous Property Scheduled	Ford 545 Tractor		\$23,243	RC	\$1,000
30	Miscellaneous Property Scheduled	Snow Plow 10' Henderson TR#34	S#0841	\$5,163	RC	\$1,000
31	Miscellaneous Property Scheduled	Snow Plow (for 15 Ford F350 S#6209)		\$5,600	RC	\$1,000
32	Miscellaneous Property Scheduled	1994 Ford 4630 Tractor		\$25,429	RC	\$1,000
33	Miscellaneous Property Scheduled	2013 Wacker Neuson Roller	S#4637	\$15,000	RC	\$1,000
34	Miscellaneous Property Scheduled	2021 John Deere ZTrac 72" Mower	S#0256	\$11,895	RC	\$1,000
35	Miscellaneous Property Scheduled	Snow Plow 8' Western w/Lite Kit	S#0159	\$3,769	RC	\$1,000

GPA 0626 MP (10/99)



Additional Property Statement of Values

City of Huron, Erie County

Effective Date:

12/01/2023

Printed on:

10/13/2023

Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
36	Miscellaneous Property Scheduled	Salt Spreader Tailgate Henderson TR#34	S#0514	\$5,000	RO	\$1,000
37	Miscellaneous Property Scheduled	10' Snow Plow Henderson TR#28	S#6461	\$15,251		
38	Miscellaneous Property Scheduled	Lift Vehicle Chassis	S#5110	\$10,645		
39	Miscellaneous Property Scheduled	JD Zero Turn Tractor w/60" Deck	S#00220	\$9,817		
40	Miscellaneous Property Scheduled	Ingersol Rand Compressor	S#G362	\$15,206		
41	Miscellaneous Property Scheduled	Snow Plow 10' JUDCO Amer. Road TR#40	S#1805	\$3,769		
			Total EDP - llaneous Property : neous Property Un Property Schedu	Scheduled scheduled	\$9 \$1,1	255,000 03,004 43,831 01,835
		Grand Total Misce Grand Total Miscellar Grand Total Additional	neous Property Un	Scheduled scheduled	\$9 \$1,1	55,000 03,004 43,831 01,835



City of Huron, Erie County

Effective Date:

12/01/2023

Printed on:

#	Year	Make	Model	VIN	Туре	Value	Valuation	Comp	Ded	Coll	Ded
1_	2014	Dodge	Charger Admin Car	S#9034	Passenger Car/Vans/Pickups	32,000	ACV	Υ	\$1,000	Y	\$1,000
2	2014	Dodge	Charger Police Car	S#9035	Police	32,000	ACV	Y	\$1,000	Υ	\$1,000
3	1986	Trailer	Eager Beaver Flatbed Trailer	S#0034	Trailers	4,995	ACV	Υ	\$1,000	Y	\$1,000
4	2002	Trailer	Hudson Trailer	S#0069	Trailers	3,500	ACV	Υ	\$1,000	Υ	\$1,000
5	2000	Trailer	Mac Lander Trailer	S#1365	Trailers	3,150	ACV	Υ	\$1,000	Υ	\$1,000
6	1600	Trailer	Pioneer Trailer	S# TBD	Trailers	3,446	ACV	Υ	\$1,000	Υ	\$1,000
7	1995	Trailer	Pioneer Trailer	S# TBD	Trailers	3,015	ACV	Υ	\$1,000	Y	\$1,000
8	2012	Trailer	Trailer	S#2004	Trailers	4,495	ACV	Y	\$1,000	Υ	\$1,000
9	2012	Miscellaneou	Tymco 600 Street Sweeper	S#6665	Road Maintenance	209,471	ACV	Υ	\$1,000	Υ	\$1,000
10	2008	Ford	F4D Super Duty	S#1395	Heavy	60,541	ACV	Υ	\$1,000	Υ	\$1,000
11	2012	Ford	F550 4x4 w/Plow #34	S#8562	Heavy	83,135	ACV	Υ	\$1,000	Y	\$1,000



		City of Huron, Erie County				Effective Date		12/0		
						Printe	ed on:	10/1	3/2023	
2002	GMC	Topkick 7500 Dump Truck	S#1876	Dump Trucks	54,150	ACV	Υ	\$1,000	Υ	\$1,000
2012	Freightliner	Tanker	S#3551	Fire Trucks	200,000	SA	Υ	\$1,000	Υ	\$1,000
2012	Dodge	Charger Admin Car	S#5245	Passenger Car/Vans/Pickups	30,457	ACV	Y	\$1,000	Υ	\$1,000
2014	Ford	F150 Supercrew Pick Up	S#0443	Passenger Car/Vans/Pickups	26,000	ACV	Υ	\$1,000	Y	\$1,000
2004	Ford	F250 Pick Up	S#2342	Passenger Car/Vans/Pickups	9,000	ACV	Y	\$1,000	Y	\$1,000
2008	Ford	F250 Pick Up	S#6665	Passenger Car/Vans/Pickups	25,000	ACV	Y	\$1,000	Y	\$1,000
2011	Ford	F250 Super Duty Fire Dept. Vehicle	S#3631	Fire Trucks	24,361	ACV	Υ	\$1,000	Y	\$1,000
2003	Ford	F250 Pick Up	S#8152	Passenger Car/Vans/Pickups	19,242	ACV	Υ	\$1,000	Y	\$1,000
2003	Ford	F350 Bucket Truck #30	S#9460	Heavy	42,913	ACV	Y	\$1,000	Y	\$1,000
2012	Ford	F350 SD w/Plow #31	S#6844	Lt. Med Trucks	37,126	ACV	Υ	\$1,000	Υ	\$1,000
2001	Ford	F3D Super Duty	S#9689	Lt. Med Trucks	28,769	ACV	Υ	\$1,000	Y	\$1,000
2013	Ford	Transit Connect	S#6746	Lt. Med Trucks	22,000	ACV	Υ	\$1,000	Υ	\$1,000
	2012 2014 2004 2008 2011 2003 2003 2012 2001	2012 Freightliner 2012 Dodge 2014 Ford 2004 Ford 2008 Ford 2011 Ford 2003 Ford 2012 Ford 2001 Ford	2002 GMC Topkick 7500 Dump Truck 2012 Freightliner Tanker 2012 Dodge Charger Admin Car 2014 Ford F150 Supercrew Pick Up 2004 Ford F250 Pick Up 2008 Ford F250 Super Duty Fire Dept. Vehicle 2003 Ford F250 Pick Up 2003 Ford F350 Bucket Truck #30 2012 Ford F350 SD w/Plow #31 2001 Ford F3D Super Duty	2002 GMC Topkick 7500 Dump Truck \$#1876 2012 Freightliner Tanker \$#3551 2012 Dodge Charger Admin Car \$#5245 2014 Ford F150 Supercrew Pick S#0443 2004 Ford F250 Pick Up \$#2342 2008 Ford F250 Pick Up \$#3631 2011 Ford F250 Pick Up \$#3631 2003 Ford F250 Pick Up \$#3631 2003 Ford F250 Pick Up \$#3631 2012 Ford F350 Bucket Truck #30 \$#9460 2012 Ford F350 SD w/Plow #31 S#6844 2001 Ford F3D Super Duty \$#9689	2002 GMC Topkick 7500 Dump S#1876 Dump Trucks 2012 Freightliner Tanker S#3551 Fire Trucks 2012 Dodge Charger Admin Car S#5245 Passenger Car/Vans/Pickups 2014 Ford F150 Supercrew Pick S#0443 Passenger Car/Vans/Pickups 2004 Ford F250 Pick Up S#2342 Passenger Car/Vans/Pickups 2008 Ford F250 Pick Up S#6665 Passenger Car/Vans/Pickups 2011 Ford F250 Super Duty Fire Dept. Vehicle S#3631 Fire Trucks 2003 Ford F250 Pick Up S#8152 Passenger Car/Vans/Pickups 2004 Ford F350 Bucket Truck S#9460 Heavy 2015 Ford F350 SD w/Plow #31 S#6844 Lt. Med Trucks 2006 Ford F3D Super Duty S#9689 Lt. Med Trucks	2002 GMC Topkick 7500 Dump Truck 54,150 2012 Freightliner Tanker \$#3551 Fire Trucks 200,000 2012 Dodge Charger Admin Car \$#5245 Passenger Car/Vans/Pickups 30,457 2014 Ford F150 Supercrew Pick S#0443 Passenger Car/Vans/Pickups 26,000 2004 Ford F250 Pick Up \$#2342 Passenger Car/Vans/Pickups 9,000 2008 Ford F250 Pick Up \$#8665 Passenger Car/Vans/Pickups 25,000 2011 Ford F250 Super Duty Fire Dept. Vehicle \$#3631 Fire Trucks 24,361 2003 Ford F250 Pick Up \$#8152 Passenger Car/Vans/Pickups 19,242 2003 Ford F250 Pick Up \$#8152 Passenger Car/Vans/Pickups 19,242 2003 Ford F350 Bucket Truck #30 \$#9460 Heavy 42,913 2012 Ford F350 SD w/Plow #31 S#6844 Lt. Med Trucks 37,126 2001 Ford F3D Super Duty \$#9689	Printe	2002 GMC Topkick 7500 Dump S#1876 Dump Trucks 54,150 ACV Y	2002 GMC Topkick 7500 Dump S#1876 Dump Trucks 54,150 ACV Y \$1,000	2002 GMC Topkick 7500 Dump S#1876 Dump Trucks 54,150 ACV Y \$1,000 Y



			City of Huron	, Erie (rie County			Effective Date: Printed on:		1/2023 3/2023	
24	2001	Ford	Super Duty	S#9690	Passenger Car/Vans/Pickups	21,753	ACV	Υ	\$1,000	Y	\$1,000
25	1974	Trailer	Trailer Water Department	S#TBD	Trailers	3,009	ACV	Υ	\$1,000	Y	\$1,000
26	2014	Dodge	Charger Police	S#7720	Police	32,500	ACV	Υ	\$1,000	Y	\$1,000
27	2014	Dodge	Charger Police	S#7953	Police	32,500	ACV	Υ	\$1,000	Y	\$1,000
28	2014	Ford	Pick Up	S#7811	Passenger Car/Vans/Pickups	24,000	ACV	Υ	\$1,000	Υ	\$1,000
29	2015	Ford	F350 Pick Up	S#6209	Passenger Car/Vans/Pickups	32,000	ACV	Υ	\$1,000	Υ	\$1,000
30	2015	Ford	Dump Truck	S#9277	Dump Trucks	37,000	ACV	Y	\$1,000	Y	\$1,000
31	2015	Dodge	Charger Police Car	S#9352	Police	31,697	ACV	Υ	\$1,000	Y	\$1,000
32	2015	Dodge	Charger Police Car	S#5989	Police	31,697	ACV	Υ	\$1,000	Y	\$1,000
33	2015	Kenworth	Truck w/Henderson Body, Spreader and Plow Package	S#8148	Heavy	143,419	ACV	Υ	\$1,000	Y	\$1,000
34	2016	Ford	F150 Pickup	S#7759	Passenger Car/Vans/Pickups	36,850	ACV	Υ	\$1,000	Υ	\$1,000
35	2016	Kenworth	Dump Truck w/Plow	S#3209	Dump Trucks	143,955	ACV	Υ	\$1,000	Υ	\$1,000



		City of Huron, Erie			County	Effective Date: Printed on:		12/01/2023 10/13/2023			
36	1997	Trailer	Pioneer Trailer	S# TBD	Trailers	1,750	ACV	Y	\$1,000	Υ	\$1,000
37	2018	Ford	Explorer (Police)	S#9740	Police	35,892	ACV	Υ	\$1,000	Υ	\$1,000
38	2018	Ford	Explorer (Police)	S#9741	Police	35,892	ACV	Υ	\$1,000	Υ	\$1,000
39	2020	Freightliner	Ambulance	S#8342	Ambulances	320,000	RC	Υ	\$1,000	Υ	\$1,000
40	2020	Emergency One	Typhoon Pumper	S#3337	Fire Trucks	588,220	RC	Y	\$1,000	Y	\$1,000
41	2020	Ford	Explorer (Fire)	S#2666	Passenger Car/Vans/Pickups	49,343	ACV	Υ	\$1,000	Y	\$1,000
42	2016	Dodge	Charger	S#0061	Police	29,247	ACV	Υ	\$1,000	Υ	\$1,000
43	2018	Ford	F250 Pickup (Parks & Rec)	S#6703	Passenger Car/Vans/Pickups	29,484	ACV	Υ	\$1,000	Υ	\$1,000
44	2018	Freightliner	Extreme Vac (Street) S#7423	Extra Heavy	179,320	ACV	Υ	\$1,000	Υ	\$1,000
45	2018	Ford	F150 Service Pickup (Water)	S#7819	Passenger Car/Vans/Pickups	22,686	ACV	Υ	\$1,000	Υ	\$1,000
46	2019	Ford	F350 Pickup (Parks & Rec)	S#4700	Passenger Car/Vans/Pickups	27,719	ACV	Υ	\$1,000	Y	\$1,000
47	2016	Dodge	Charger	S#0060	Police	29,246	ACV	Υ	\$1,000	Υ	\$1,000
48	2022	Trailer	United Trailer (Fire)	S#9355	Trailers	13,000	ACV	Υ	\$1,000	Υ	\$1,000

GPA 0626 (10/1999)



City of Huron, Erie County

Effective Date: 12/01/2023

Printed on: 10/13/2023

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2021	Ford	Explorer	S#3774	Police	44,823	ACV	Υ	\$1,000	Υ	\$1,000
2021	Ford	Interceptor	S#3776	Police	44,823	ACV	Y	\$1,000	Υ	\$1,000
2021	Ford	Interceptor	S#3777	Police	44,823	ACV	Υ	\$1,000	Υ	\$1,000
2021	Ford	Explorer	S#3775	Police	44,823	ACV	Υ	\$1,000	Υ	\$1,000
2022	Ford	F-550 Dump/Plow Truck	S#6287	Dump Trucks	122,645	ACV	Υ	\$1,000	Y	\$1,000
2023	Ford	Utility Interceptor	S#3306	Police	43,569	ACV	Υ	\$1,000	Υ	\$1,000
2023	Ford	Utility Interceptor	S#2935	Police	43,569	ACV	Υ	\$1,000	Υ	\$1,000
	2021 2021 2021 2022 2023	2021 Ford 2021 Ford 2021 Ford 2022 Ford 2023 Ford	2021 Ford Interceptor 2021 Ford Interceptor 2021 Ford Explorer 2022 Ford F-550 Dump/Plow Truck 2023 Ford Utility Interceptor	2021 Ford Interceptor \$#3776 2021 Ford Interceptor \$#3777 2021 Ford Explorer \$#3775 2022 Ford F-550 Dump/Plow Truck \$#6287 2023 Ford Utility Interceptor \$#3306	2021 Ford Interceptor S#3776 Police 2021 Ford Interceptor S#3777 Police 2021 Ford Explorer S#3775 Police 2022 Ford F-550 Dump/Plow Truck S#6287 Dump Trucks 2023 Ford Utility Interceptor S#3306 Police	2021 Ford Interceptor \$#3776 Police 44,823 2021 Ford Interceptor \$#3777 Police 44,823 2021 Ford Explorer \$#3775 Police 44,823 2022 Ford F-550 Dump/Plow Truck \$#6287 Dump Trucks 122,645 2023 Ford Utility Interceptor \$#3306 Police 43,569	2021 Ford Explorer \$#3774 Police 44,823 ACV 2021 Ford Interceptor \$#3776 Police 44,823 ACV 2021 Ford Interceptor \$#3777 Police 44,823 ACV 2021 Ford Explorer \$#3775 Police 44,823 ACV 2022 Ford F-550 Dump/Plow Truck \$#6287 Dump Trucks 122,645 ACV 2023 Ford Utility Interceptor \$#3306 Police 43,569 ACV	2021 Ford Interceptor S#3776 Police 44,823 ACV Y 2021 Ford Interceptor S#3777 Police 44,823 ACV Y 2021 Ford Explorer S#3775 Police 44,823 ACV Y 2022 Ford F-550 Dump/Plow Truck S#6287 Dump Trucks 122,645 ACV Y 2023 Ford Utility Interceptor S#3306 Police 43,569 ACV Y	2021 Ford Explorer \$#3774 Police 44,823 ACV Y \$1,000 2021 Ford Interceptor \$#3776 Police 44,823 ACV Y \$1,000 2021 Ford Interceptor \$#3777 Police 44,823 ACV Y \$1,000 2021 Ford Explorer \$#3775 Police 44,823 ACV Y \$1,000 2022 Ford F-550 Dump/Plow Truck \$#6287 Dump Trucks 122,645 ACV Y \$1,000 2023 Ford Utility Interceptor \$#3306 Police 43,569 ACV Y \$1,000	2021 Ford Explorer \$#3774 Police 44,823 ACV Y \$1,000 Y 2021 Ford Interceptor \$#3776 Police 44,823 ACV Y \$1,000 Y 2021 Ford Interceptor \$#3777 Police 44,823 ACV Y \$1,000 Y 2021 Ford Explorer \$#3775 Police 44,823 ACV Y \$1,000 Y 2022 Ford F-550 Dump/Plow Truck \$#6287 Dump Trucks 122,645 ACV Y \$1,000 Y 2023 Ford Utility Interceptor \$#3306 Police 43,569 ACV Y \$1,000 Y

Total Location Vehicle Value:

3,280,020

Total ACV Value: 2,171,800

Total RC Value: 908,220

Total SA Value: 200,000

Grand Total Vehicle Value:

3,280,020



TO: Mayor Tapp and City Council

FROM: Erik Engle

RE: Motion approving the Main Street Corridor Plan, as presented at the Work Session preceding

this meeting.

DATE: November 28, 2023



TO: Mayor Tapp and City Council FROM: Stuart Hamilton, Service Director

RE: Ordinance No. 2023-42 (first reading) (submitted by Stuart Hamilton)

DATE: November 28, 2023

Subject Matter/Background

This is a 60-month contract (January 1, 2024 through December 31, 2028), through American Municipal Power, Inc. to purchase up to 300kW of landfill-generated electric and receive Environmental Credits associated with this electric at a fixed rate of \$65.00 per MWh. This landfill-generated electric is generated at the Erie County Landfill keeping the generation local and minimizing the distance for transmission loss. This electric is simply a portion of our overall electric supply portfolio.

Legislation History

Ordinance No. 2022-33 (adopted 6-28-22) - \$60/MWh for 17 months.

Financial Review

This contract is for services purchased via the ELECTRIC FUND (654-5100-53352). American Municipal Power (AMP) is a strategic partner that plays a significant role in satisfying the electric capacity and energy requirements of our CUH residents and corporate constituents. The average annual expenditure for services to AMP has been between \$2.1MM and \$3.7MM over the past few fiscal years.

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. 2023-42 on its first reading is in order.

Ordinance No. 2023-42 AMP 2024-2028 Landfill Energy Schedule.doc Ordinance No. 2023-42 Exh A AMP 2024-2028 Landfill Energy Schedule.pdf

CITY OF HURON, OHIO ORDINANCE NO. 2023-42 Introduced by Joel Hagy

AN ORDINANCE TO APPROVE THE FORM AND AUTHORIZE THE EXECUTION OF THE 2024-2028 LANDFILL ENERGY SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC. AND TAKING OF OTHER ACTIONS IN CONNECTION THEREWITH REGARDING LANDFILL GENERATED ENERGY PURCHASES.

WHEREAS, the City of Huron, Ohio ("Municipality") owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, in order to satisfy the electric capacity and energy requirements of its electric utility system, Municipality has heretofore purchased, or desires to purchase in the future, economical, reliable and environmentally sound capacity and energy and related services from, or arranged by, American Municipal Power, Inc. ("AMP"), of which Municipality is a member; and

WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including Municipality, being political subdivisions that operate municipal electric utility systems; and

WHEREAS, Municipality, acting individually and through AMP with other political subdivisions of this and other states that own and operate electric utility systems, jointly, endeavors to arrange for reliable, environmentally sound and reasonably priced supplies of electric capacity and energy and related services for ultimate delivery to its customers; and

WHEREAS, it is efficient and economical to act jointly in such regard; and

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, AMP Contract No. C-3-2006-5025, which contemplates that Municipality shall enter into various schedules for the provision of capacity and associated energy and related services from AMP to Municipality; and

WHEREAS, certain Members, including the Municipality have determined that they can utilize additional sources of landfill-generated electric capacity and energy and have requested that AMP arrange for the same by purchasing from landfill energy facilities; and

WHEREAS, in furtherance of this purpose, AMP will enter into an agreement with Ohio Renewable Energy Services ("ORES") (the "2024-2028 Landfill Power Agreement") under the terms of which AMP will purchase approximately two megawatts of capacity, the associated energy and a share of Environmental Attributes (as defined therein) from the landfill generation project(s) located at the Erie County Landfill; and

WHEREAS, it is necessary and desirable for Municipality to enter into the 2024-2028 Landfill Energy Schedule to Municipality's Master Services Agreement with AMP to provide for an additional source of capacity, energy and Environmental Attributes; and

WHEREAS, after due consideration, the Municipality has determined it is reasonable and in its best interests to proceed as authorized herein below and requests and authorizes AMP to acquire

capacity, energy and Environmental Attributes from the Landfill Project(s) upon those terms and conditions set forth in the 2024-2028 Landfill Energy Schedule.

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

- SECTION 1. That the 2024-2028 Landfill Energy Schedule between Municipality and AMP, substantially in the form attached hereto, including Exhibits thereto, is approved, and the City Manager of Municipality is hereby authorized to execute and deliver the 2024-2028 Landfill Energy Schedule with such changes as the City Manager may approve as neither inconsistent with this Ordinance nor materially detrimental to the Municipality, execution of the 2024-2028 Landfill Energy Schedule to be conclusive evidence of such approval.
- SECTION 2. That the City Manager is hereby authorized to (i) acquire under the 2024-2028 Landfill Energy Schedule, authorized above, a Contract Amount as defined in that Schedule of up to 300 kilowatts with a price of \$65.00/MWh for energy, capacity and Environmental Attributes made available thereunder without bid, and (ii) make any determinations and approvals required thereunder, if any, as the City Manager shall deem necessary and advisable.
- SECTION 3. If any section, subsection, paragraph, clause or provision or any part thereof of this Ordinance shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Ordinance shall be unaffected by such adjudication and all the remaining provisions of this Ordinance shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.
- SECTION 4. That competitive bidding is not required on the Municipality's acquisition of its right to secure energy under the 2024-2028 Landfill Energy Schedule, and in the event any competitive bidding requirements are applicable, any such competitive bidding requirements that might otherwise be applicable, are hereby waived.
- SECTION 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any committees that resulted in those formal actions, were held in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
- <u>SECTION 6</u>. That this Ordinance is hereby declared to be an emergency measure to preserve the public health, safety and welfare of the City of Huron. Therefore, this Ordinance shall be in full force and effect from and immediately after passage and approval by the Mayor.

	Monty Tapp, Mayor
ATTEST: Clerk of Council	
ADOPTED:	

CITY OF HURON, OHIO 2024-2028 LANDFILL ENERGY SCHEDULE

AMP Contract No. 2024-009364-ESS

A Schedule to

American Municipal Power, Inc.

and

CITY of HURON, OHIO

Master Service Agreement No. C-3-2006-5025

WHEREAS, the City of Huron, Ohio ("Municipality") and American Municipal Power, Inc., ("AMP") have entered into a Master Services Agreement ("MSA") under which certain services may be provided, pursuant to schedules entered into between Municipality and AMP; and

WHEREAS, AMP will enter into the Erie County Landfill Energy Power Purchase Agreement with Ohio Renewable Energy Services, LLC ("ORES") (the "Landfill Power Agreement") whereby AMP will purchase up to approximately two megawatts ("MW") of capacity and associated energy for a period of sixty (60) months, pursuant to the terms and conditions set forth therein; and

WHEREAS, the Landfill Power Agreement provides, among other things, an opportunity for the Municipality to receive from AMP landfill-generated capacity, energy and Environmental Attributes (as defined therein) from the landfill gas to electricity facility located at the Erie County Landfill through this schedule to the MSA (the "2024-2028 Landfill Energy Schedule").

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, the Parties agree as follows.

SECTION 1 - TERM

The term of this 2024-2028 Landfill Energy Schedule shall be coterminous with the Landfill Power Agreement (January 1, 2024 – December 31, 2028) as defined therein, which is a sixty (60) month term; provided, however, that Municipality's obligation to purchase and AMP's obligation to deliver capacity, energy and Environmental Attributes pursuant to this 2024-2028 Landfill Energy Schedule are both contingent on the performance of ORES pursuant to the Landfill Power Agreement.

SECTION 2 - SERVICES

AMP agrees to procure as Seller, pursuant to (and its obligations hereunder are specifically dependent upon) the Landfill Power Agreement, output up to approximately 2.0 MW of capacity, associated energy in megawatt-hours ("MWh"), and one-half (50%)

of the Environmental Attributes for the benefit of the Municipality (the "Contract Amount"). Municipality agrees to take and pay for such capacity, energy and Environmental Attributes on a *pro rata* basis where and as available pursuant to the Landfill Power Agreement. Such *pro rata* amounts to be determined by multiplying the Municipality's percentage Contract Amount, as set forth on Exhibit B hereto, times the actual capacity and energy available from time to time under the Landfill Power Agreement.

SECTION 3 - DELIVERY POINT

The Delivery Point for this 2024-2028 Landfill Energy Schedule shall be the "Delivery Point" as defined in the Landfill Power Agreement, which is the point(s) where the facility connects with FirstEnergy's system at 69 kV on the high side of the ORES transformer at the Landfill, unless the same is modified in writing by the Parties. There may also be a Secondary Delivery Point, or Points of Delivery. Municipality may change the Secondary Delivery Point(s) set forth on Exhibit D with AMP's consent, such consent not to be unreasonably withheld, provided that transmission to any modified Secondary Delivery Point shall be pursuant to appropriate Federal Energy Regulatory Commission ("FERC") tariffs at Municipality's expense, including the costs of any/all required ancillary services.

SECTION 4 - SCHEDULING

- A. AMP shall cooperate with the Municipality to schedule the capacity and energy to a Secondary Delivery Point as set forth in Exhibit D.
- B. Notwithstanding any other provision of this 2024-2028 Landfill Energy Schedule and the MSA, Municipality shall, when available, take and pay for the Landfill-generated capacity, energy and Environmental Attributes.

<u>SECTION 5 - DEPENDENCE ON LANDFILL POWER AGREEMENT</u>

Municipality recognizes that AMP's ability to supply landfill-generated capacity, energy and Environmental Attributes under this 2024-2028 Landfill Energy Schedule is dependent upon AMP's ability to arrange for the same pursuant to the Landfill Power Agreement. Additionally, Municipality recognizes that AMP entered into the Landfill Power Agreement primarily for the benefit of Municipality and the other Members of AMP and that AMP, pursuant to the Landfill Power Agreement, has certain rights as well as certain obligations. Accordingly, Municipality agrees to cooperate with AMP in such a manner as to facilitate AMP's performance of its obligations thereunder and releases AMP from any liability due to ORES's failure to perform.

SECTION 6 - RATES, CHARGES AND BILLING

A. Capacity, energy and Environmental Attributes made available pursuant to this 2024-2028 Landfill Energy Schedule shall be charged at the base rates specified in the Landfill Power Agreement for the term of the Landfill Power Agreement as shown on

Exhibit A and the costs set forth in Sections 6 (B) and (C) hereof, and the Capacity and Energy Rate Schedules as the same may be modified by AMP from time to time and pursuant to the billing provisions herein and in the MSA;

- B. The net of the following costs shall be included as a component of a uniform rate adjustment to be charged hereunder for energy delivered or made available to Municipality: any ancillary service, congestion and marginal loss charges by PJM Interconnection, L.L.C. ("PJM") or any other applicable Regional Transmission Organization ("RTO"), an appropriate allocation of AMP's energy control center, metering and other common costs of AMP reasonably allocable to the Landfill Power Agreement in the rates set forth on Exhibit A ("Rate Adjustment"). This creates a Project Energy Rate for the 2024-2028 Landfill Energy Schedule consisting of the charges in Exhibit A as adjusted as set forth in this Section 6 (see Exhibit E Example Project Energy Rate Calculation). The Municipality shall also be responsible for any additional ancillary service, congestion or marginal loss charges to its Secondary Delivery Point.
- C. In addition to the other compensation to be paid to AMP pursuant to this 2024-2028 Landfill Energy Schedule, Municipality shall also pay the AMP Energy Control Center Charge and the Service Fee B specified in the MSA (currently at a rate of \$0.00058/kWh for Service Fee B).
- D. If AMP, pursuant to the Landfill Power Agreement, must pay any Capacity Performance penalties received by PJM that are attributed to the Landfill Gas Electric Facilities (as defined in the Landfill Power Agreement), AMP shall pass the cost of such penalty through to Municipality and Municipality shall pay such penalty on a *pro rata* basis. Municipality's *pro rata* amount due shall be determined by multiplying the Municipality's percentage Contract Amount times the actual penalty amount for which AMP is responsible.

If AMP, pursuant to the Landfill Power Agreement, receives any Capacity Performance bonuses received by PJM that are attributed to the Landfill Gas Electric Facilities, AMP shall pass the bonus through to Municipality on a *pro rata* basis. Municipality's *pro rata* share shall be determined by multiplying the Municipality's percentage Contract Amount times the actual bonus amount for received by AMP.

SECTION 7 - INSTALLED CAPACITY CREDIT

Municipality will receive a pro-rata share of the net available Installed Capacity/RPM credits/charges (if any) from PJM.

SECTION 8 – ENVIRONMENTAL ATTRIBUTES

All Environmental Attributes available to AMP under the Landfill Power Agreement (50% of the total amount generated) may be monetized by AMP at Municipality's direction and credited *pro rata*, to the Municipality. Such *pro rata* amounts to be determined by multiplying the Municipality's percentage Contract Amount times

the actual Environmental Attributes available to AMP from time to time under the Landfill Power Agreement. Alternatively, in the event that Municipality wishes to represent the energy supplied hereunder as "renewable," at the direction of Municipality, AMP may directly credit or retire the Environmental Attributes upon Municipality's direction.

Municipality's election of actions to be taken in regard to Municipality's pro rata share of the Environmental Attributes shall be shown on Exhibit C. Municipality may change its election at any point during the Term by providing written notice to AMP.

IN WITNESS WHEREOF, the Parties understand and agree to the terms and conditions contained herein and agree to be bound thereby.

CITY OF HURON	AMERICAN MUNICIPAL POWER, INC.	
	Jolene M. Thompson President/CEO	
DATE:	DATE:	
APPROVED AS TO FORM:	APPROVED AS TO FORM:	
Law Director	Lisa G. McAlister SVP and General Counsel for Regulatory Affairs	

EXHIBIT A

RATE SCHEDULE for LANDFILL ENERGY*

Start Date	End Date	Price (\$/MWh)
1/1/2024	12/31/2028	\$65.00

^{*}Reflects only those amounts that AMP will pay to ORES. Service fees, or other applicable charges will have to be supplied and added.

EXHIBIT B

Capacity Schedule

	<u>kW</u>	<u>%</u>
Amount Of Total Capacity Under Landfill Agreement	2,000	100%
Contract Amount Of Municipality's Capacity	300	15%

EXHIBIT C

Environmental Attributes

For the years 2024 through 2028, Municipality elects the following actions be taken in regard of the Municipality's pro-rata share of Environmental Attributes available under the Landfill Power Agreement:

 Municipality requests that AMP sell Municipality's pro-rata share Environmental Attributes and return proceeds of sale to Municipality.	of
 Municipality requests that AMP credit Municipality's pro-rata share Environmental Attributes to Municipality's PJM GATS account.	of

EXHIBIT D SECONDARY DELIVERY POINTS

[TO COME]

EXHIBIT E

EXAMPLE 2024 LANDFILL SCHEDULE RATE CALCULATION

2024 Example Rate

Base Energy, Capacity and Environmental Attributes Rate = \$65.00 / MWh

PJM Operating Reserves = \$0.10 / MWh (estimated)

AMP Energy Control Center charge = \$0.65 / MWh (estimated)

Final Project Energy Rate (example) - \$65.75 / MWh

Service Fee B = \$0.58 / MWh

4882-0158-2727, v.5



TO: Mayor Tapp and City Council

FROM: Terry Graham

RE: Ordinance No. 2023-45 (first reading) (submitted by Chief Terry Graham)

DATE: November 28, 2023

Subject Matter/Background

This summary relates to Ordinances 2023-45 and 2023-44:

Ordinance No. 2023-45 establishes an ordinance to provide another option for law enforcement to hold property owners accountable for the behavior of their tenants when it becomes a strain on safety services. This ordinance would allow assessment of fines to the property owner.

Ordinance No. 2023-44 establishes a new Section 909.04 (Criminal Activity as a Nuisance; User Charge fo Excessive Consumption of Public Services) under Chapter 909 (Assessments) of the Huron Codified Ordinances This ordinance relates to assessment of charges on the real property tax bill of the property owner.

Financial Review

The City will have the ability to recoup the City's total cost of the nuisance through the property tax assessment process, similar to the property maintenance assessment process.

Legal Review

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

Recommendation

If Council is in agreement with the request, motions placing Ordinance Nos. 2023-45 and 2023-44 on their first readings are in order.

Ordinance No. 2023-45 New Section 501.13 Criminal Nuisance.docx

ORDINANCE NO. 2023-45 Introduced by _____

AN ORDINANCE AMENDING CHAPTER 501 (GENERAL PROVISIONS AND PENALTY) OF THE HURON CODIFIED ORDINANCES TO ADD A NEW SECTION 501.13 (CRIMINAL ACTIVITY AS A NUISANCE; USER CHARGE FOR EXCESSIVE CONSUMPTION OF PUBLIC SERVICES).

WHEREAS, this Council hereby determined 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:

<u>SECTION 1</u>. That Chapter 501 (General Provisions and Penalty) of the Codified Ordinances of the City of Huron, Ohio, be amended to add a new Section 501.13 (Criminal Activity as a Nuisance; User Charge for Excessive Consumption of Public Services), which shall read as follows:

"SECTION 501.13 CRIMINAL ACTIVITY AS A NUISANCE; USER CHARGE FOR EXCESSIVE CONSUMPTION OF PUBLIC SERVICES.

1. <u>Purposes.</u> It is the intent of the City Council, by the adoption of this Section, to impose on and collect from the owner of a property the City's cost for police and health and safety-related services, which are over and above the cost of providing normal police protection and health and safety-related services City-wide, if the said excess costs are spent to abate a nuisance that has occurred, or is maintained and permitted, on the property. The collection of the costs for such excess police and health and safety-related services shall be by assessment against the property on which the nuisance, or activity constituting the nuisance, occurs, pursuant to the authority in the Ohio Constitution, Article XVIII Sections 3 and 7, the City's Charter, and the Ohio R.C. 715.44, 715.47, 3707.01 et seq., empowering the City to abate nuisances and collect the costs of such abatement by special assessment.

2. Definitions.

"BUILDING" means a structure suitable for human shelter, a commercial structure that is maintained for business activities that involve human occupation, any portion of the structure, or the real property on which the structure is located.

"EXCESSIVE POLICE AND NUISANCE ENFORCEMENT SERVICES" means those City services provided at a specific property address where a commercial building or structure is maintained for business activities that involve human occupation after four or more calls for service for separate nuisance events had occurred in a prior thirty-day time period, and a specific property address where a building or structure is maintained for human shelter after two or more calls for service for separate nuisance events had occurred in a prior thirty-day time period, and the owner was notified in writing that subsequent high levels of police and health and safety-related nuisance calls for service would result in a fee being charged for excessive consumption of such services, and where the owner has been provided with thirty days following the notice to abate the nuisance generating the high levels of calls for City services.

"INTERESTED PARTY" means any known lessee or tenant of real property or of a building thereof; any known agent of an owner, lessee, or tenant; any known person holding an unrecorded contract for deed, being a mortgage or vendee in physical possession of the real

property of a building thereon; or any other person who maintains or permits a nuisance and is known to the City.

"LAST KNOWN ADDRESS" means the address shown on the records of the Erie County Auditor or a more recent address known to the Huron Police Department. In the case of parties not listed in these records, the last known address shall be that address obtained by the Huron Police Department after a reasonable search. If no address can be found, such address shall be that of the building in which the nuisance occurred, or was maintained or permitted.

"NUISANCE". The following activities occurring in buildings and on properties in the City are declared to be a public nuisance:

- 1. Unreasonable noise, disturbance of the peace or disorderly conduct in violation of Chapter 509;
- 2. Any drug abuse offense in violation of Chapter 513;
- 3. Any offense against another person in violation of Chapter 537 including Sections 537.03 (assault), 537.04 (negligent assault), 537.05 (aggravated menacing), 537.06 (menacing), 537.07 (endangering children), 537.12 (misuse of 9-1-1);
- 4. Littering or disposition of litter in violation of Section ORC 731.51 and Ord. 521.08 and 557.01, et. seq.;
- 5. Barking or howling animals in violation of Section 505.09;
- 6. Failure to confine, restraint, or register a dangerous or vicious dog in violation of Chapter 505;
- 7. Any animal violations under Sections 505.01 (dogs and other animals running at large), 505.08 and 521.09 (noxious or offensive odors), 505.08 (nuisance conditions prohibited), 505.10 (animal bites), 505.05 (killing or injuring animals), 505.07 (cruelty to animals);
- 8. Any gambling violations under Chapter 517:
- 9. Any health, safety or sanitary violations under Chapter 521 and any public nuisance under Section 505.08 (nuisance conditions), 509.01, et. seq. (Disorderly Conduct and Peace Disturbance), 513.05 (permitting drug abuse), 517.03 (operating a gambling house), 517.04 (public gaming), and Chapter 557;
- 10. Any obstruction of official business in violation of Section 525.07;
- 11. Any alcohol violations under Chapter 529;
- 12. Any sex offenses under Section 533.07 (public indecency), 533.08 (procuring), 533.09 (soliciting), or 533.10 (prostitution);
- 13. Any offense against property under Sections 541.03 (criminal damaging or endangering) or 541.04 (criminal mischief);
- 14. Any theft violation under Sections 545.05 (petty theft), 545.08 (unauthorized use of property), or 545.19 (criminal tools);
- 15. Any weapons, explosives, firearm or handgun violation under Chapter 549;
- 16. Any noise violations under Chapter 509; and
- 17. Any fireworks violation under Chapter 1519.

"OWNER" means the person or persons in whose name or names the property is recorded with the Erie County Auditor for taxation purposes.

"SERVICE OF NOTICE". Service of the notice may be by certified mail to the owner's mailing address currently listed by the Erie County Auditor's tax lists; by ordinary mail if the certified mail is refused or unclaimed; by personal service if delivered in person to the property

owner or if the property owner cannot be located, the notice shall be deemed to be properly delivered if a copy of it is left at the property owner's usual place of abode in the presence of some competent person of suitable age and discretion. Service of the notice to an interested party may be made by the same methods.

3. Notice of Nuisance.

(1) If the Chief of Police or their designee has reason to believe that a nuisance has occurred, or is maintained or permitted in a building, or on a property, and intends to seek reimbursement for police and health and safety-related services rendered in the future in connection with such nuisance or activities creating a nuisance, they shall provide written service of notice as defined in subsection (b) hereof to the owner and each interested party known to them.

(2) The written notice shall:

- A. State that a nuisance as defined in this chapter has occurred, or is maintained or permitted in the building, and specify the kind or kinds of nuisance which has occurred, or is being maintained or permitted;
- B. Summarize the evidence that a nuisance has occurred, or is maintained or permitted in the building, including the date or dates on which nuisance-related activities have occurred or were maintained or permitted, provided, however, that one or more police reports can be used to satisfy this requirement; and
- C. Inform the recipient of the notice that:
 - 1. He or she has thirty days to abate the conduct constituting the nuisance, and to take steps to make sure that actions constituting a nuisance will not re-occur,
 - 2. If, after thirty days from the date of service of the notice, the nuisance re-occurs, or actions or conduct constituting a nuisance take place, the City may in its discretion impose the costs of police and health and safety-related services in abating or attempting to abate such nuisance or nuisance-related activities; and
 - 3. The costs will be collected by assessment against the property as defined through the Erie County Auditor to be assessed as a lien on the real property in accordance with law.

4. Subsequent Nuisance or Nuisance-Related Activity; Liability.

- (1) If, within the period commencing thirty-one days after a written notice is served pursuant to this section and continuing for one year thereafter, a nuisance occurs or is maintained or permitted on the property, and police and health and safety-related services are rendered to abate or attempt to abate such nuisance, the costs of providing such police and health and safety-related services within the said one -year shall be assessed against the property and collected as provided in this section.2
- (2) The costs for providing excess police and health and safety-related services shall include but not be limited to the gross salaries including all fringes and benefits which are paid by the City of police officers and health and safety-related forces while responding to or dealing with the nuisance or nuisance-related activities, the prorata cost of all equipment including City vehicles, the prorata cost of any additional administrative services rendered in assisting the officers, the cost of repairs to any City equipment and property damaged in responding to such nuisance or nuisance- related activities, and the cost of any medical treatment of injured police officers.
- (3) Prior to the actual certification of any law enforcement and administrative costs pursuant to this section, the Chief of Police or their designee shall give at least thirty days' advance written

notice of intent to certify such costs to the owner of the real property against which the costs are to be certified. Written notice shall be provided as defined in subsection (b) hereof. Any aggrieved owner may appeal such intended certification to the City Manager, who may affirm, reverse or modify the proposed certification. All appeals to the City Manager must be filed within fourteen days of the mailing of the notice of intended certification.

- (4) Law enforcement and related administrative costs shall not be charged against an owner who establishes both of the following:
 - A. He had no knowledge of the nuisance activities on the premises and could not, with reasonable care and diligence, have known of the nuisance activities occurring on the premises; and
 - B. Upon receipt of notice of the occurrence of nuisance activities on the premises, the owner promptly took all actions necessary to abate the nuisance including, without limitation, compliance with the requirements of Ohio R.C. 5321.17(C) and 5321.04(A)(9).
- (5) The City reserves its rights to seek reimbursement for costs and damages not recovered by assessment against the property through other legal remedies or procedures.
- (6) Nothing in this section shall be construed to require or prevent the arrest and/or citation of any person or persons for violations of federal, state, or lecal laws or ordinances.
- (7) Nothing in this section shall be construed to limit what may be deemed a nuisance under Section 1369.07 of the Codified Ordinances.

(ORC. CHAPTER 3767)	
(Ord. 2023-45. Adopted)"

and shall be, and hereby is, adopted and thereafter shall be in full force and effect.

SECTION 2. 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.

<u>SECTION 3.</u> 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.

ATTECT.	Monty Tapp, Mayor	
ATTEST:Clerk of Council	_	
ADOPTED:	_	

ORDINANCE NO. 2023-44 Introduced by _____

AN ORDINANCE AMENDING CHAPTER 909 (ASSESSMENTS) OF THE HURON CODIFIED ORDINANCES TO ADD A NEW SECTION 909.04 (CRIMINAL ACTIVITY AS A NUISANCE; EXCESS CONSUMPTION OF PUBLIC RESOURCES).

WHEREAS, this Council hereby determined 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:

<u>SECTION 1</u>. That Chapter 909 (Assessments) of the Codified Ordinances of the City of Huron, Ohio, be amended to add a new Section 909.4 (Criminal Activity as a Nuisance; User Charge for Excessive Consumption of Public Services), which shall read as follows:

"909.04 CRIMINAL ACTIVITY AS A NUISANCE; USER CHARGE FOR EXCESSIVE CONSUMPTION OF PUBLIC SERVICES.

- (a) Council hereby establishes certain policies and procedures applicable to the levy of special assessments for the cost to abate a nuisance that has occurred, or is maintained and permitted, on property. The collection of the costs for such excess police and health and safety services shall be by assessment against the property on which the nuisance, or activity constituting the nuisance, occurs, pursuant to the authority in the Ohio Constitution, Article XVIII Sections 3 and 7, the City's Charter, and the Ohio R.C. 715.44, 715.47, 3707.01 et seq., empowering the City to abate nuisances and collect the costs of such abatement by special assessment. This Council finds and determines that these policies and procedures are authorized by and consistent with the Ohio Constitution, the Ohio Revised Code and the Charter of the City, including but not limited to Sections 1.02, 1.03 and 9.03 thereof.
- (b) By resolution or ordinance, Council may levy special assessments to pay costs for the cost to abate a nuisance that has occurred, or is maintained and permitted, on property and the costs for such excess police and health and safety services in the manner set forth in Huron Ord. 2023-44, and Ohio Revised Code Sections 715.44, 715.47, 3707.01 et. seq. (RC 3767.01, et. seq.)

and shall be, and hereby is, adopted and thereafter shall be in full force and effect.

<u>SECTION 2</u>. 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.

<u>SECTION 3</u>. 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: Terri Welkener, Clerk of Council

RE: Resolution No. 78-2023 (presented by Cory Swaisgood)

DATE: November 28, 2023

Subject Matter/Background

In 2021, the Administration received Council approval for a multi-year dental insurance program through TruAssure Insurance Company. After review and consultation with Gallagher & Associates, the Administration selected to continue the program through 2023 with no increase in dental insurance premiums. TruAssure has agreed to provide the same level of coverage for 2024 with no increase in premium. Resolution No. 78-2022 seeks Council's ratification of an Agreement with TruAssure Insurance Company locking in these rates for 2024.

Financial Review

The City's healthcare fund (fund 703) will continue to support the dental and vision premiums for eligible full-time employees. The City's historical annual cost for these plans are as follows:

Dental

- 2020 = \$39,120
- 2021 = \$41,659
- 2022 = \$40,524
- 2023 = \$40,134
- 2024 (estimated) \$41,000

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. 78-2023 is in order.

Resolution No. 78-2023 TruAssure Dental Premium 2024.doc City of Huron_Renewal_TruAssure_Dental_20240101_signed.pdf

RESOLUTION NO. 78-2023 Introduced by Mark Claus

A RESOLUTION RATIFYING THE CITY MANAGER'S ACCEPTANCE OF THE PROPOSAL AND ENTERING INTO AN AGREEMENT WITH TRUASSURE INSURANCE COMPANY FOR THE PROVISION OF 2024 DENTAL INSURANCE COVERAGE

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

<u>SECTION 1</u>. That the City Manager acceptance of the proposal and entering into an agreement with TruAssure Insurance Company for the provision of 2024 dental insurance coverage are hereby ratified, which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

<u>SECTION 3</u>. That this Resolution shall go into effect and be in full force and effect immediately upon its adoption.

		Monty Tapp, Mayor
ATTEST:		_
	Clerk of Council	
ADOPTED:		_



Dental Benefits Renewal PRESENTED TO

City of Huron

Effective Date January 1, 2024

Renewal letter	2
Current plan design	3
Proposed renewal	4
Underwriting considerations	4
Renewal acceptance	5

Proposal Date August 17, 2023 Linda Remington

Account Manager

630-718-4781

Iremington@truassure.com

TruAssure

Insurance Company 111 Shuman Boulevard Naperville, Illinois 60563

Your TruAssure Dental Plan Renewal

Renewal Package for City of Huron

Enclosed is TruAssure's renewal package for City of Huron, TAIC Group #20092. It includes your renewal rates and underwriting assumptions.

I welcome the opportunity to review this information with you. If you have questions or would like to discuss your renewal, please contact me.

If you have no questions once you have reviewed this renewal package, please sign and return the signature page to us. If we do not receive this notification from you at least 30 days prior to your renewal date, we will assume you agree to the proposed rates and renew your current dental plan with the rates included in this renewal package.

Non-Benefit Eligible Employees

At TruAssure, we strive to help your employees keep their teeth as healthy as possible. Good oral health is a vital part of overall well-being. For non-benefit eligible employees, TruAssure offers dental plans for individuals and their families. Please see the enclosed brochure or visit **www.truassure.com** for more details on our individual product offerings.

Reminder For Your Employees

Employees can view their benefit information online through the Member Portal at truassure.com.

TruAssure offers our members access to one of the largest dental networks nationwide through the DenteMax Plus dental network, which includes participating dentists from the DenteMax, United Concordia and Connection dental networks. With more than 360,000 dentist locations nationwide, we make it easy for members to find a network dentist. On average, members can save 20 to 40 percent on dental treatment with a network dentist.

Oral Health is Important to Overall Health

Visit **truassureblog.com/library** to find oral health resources that can answer your oral health questions and offer information to help ensure a lifetime of healthy smiles.

Thank you for choosing TruAssure Insurance Company for your dental benefit needs. The TruAssure team truly values your business and hopes to provide your employees with dental benefits for many years to come. We are dedicated to providing your employees with the coverage they need to maintain good oral health, and we are committed to delivering excellent customer service and a hassle-free experience.

2



Current Plan Design Summary for City of Huron

20092	In-Network	Out-of-Network
Annual Maximum Limit	\$1,000	\$1,000
Individual Deductible	\$25	\$25
Family Deductible	\$75	\$75
Preventive Services (Coverage A) Exams (three per benefit year) Emergency exams Cleanings (three per benefit year) Bitewing x-rays Full-mouth x-rays Fluoride treatment Space maintainers Sealants	Plan Pays 100% (Deductible does not apply)	Plan Pays 100% (Deductible does not apply)
Basic Services (Coverage B) Palliative treatment Fillings (posterior composites covered) Oral surgery - Simple extractions Oral surgery - Surgical extractions Oral surgery - All other General Anesthesia Periodontics (Gum disease treatment) Endodontics (Root canals)	Plan Pays 80% (Deductible applies)	Plan Pays 80% (Deductible applies)
Major Services (Coverage C) Denture relines and rebases; adjustments Repairs to dentures, crowns and bridges Crowns, onlays, post and core Complete and partial dentures Fixed bridge work Implants	Plan Pays 50% (Deductible applies)	Plan Pays 50% (Deductible applies)
Orthodontics (Coverage D) Dependent children eligible to age 19 Full-time students eligible to age 19 Adults are eligible for coverage	Plan Pays 50% (Deductible does not apply)	Plan Pays 50% (Deductible does not apply)
Orthodontics Lifetime Maximum	\$1,500	\$1,500

Your TruAssure group dental plan is offered in association with the DenteMax Plus dental network arrangement, which includes participating dentists from the DenteMax, United Concordia and Connection dental networks. DenteMax Plus dentists accept new patients. In-network services are paid off the PPO fee schedule. Out-of-network services are based on the 90th R&C percentile of reasonable and customary fees (90th R&C).

The information on this sheet is a brief summary of your dental plan and the services it covers. There are some limitations on the expenses for which your dental plan pays. If you have specific questions regarding benefit coverage, limitations, exclusions, or non-covered services, please refer to your certificate of coverage/dental benefit booklet or contact TruAssure.



Proposed Renewal Rates

City of Huron Renewal Plan 1						
Current Employment		Current Rates 12 Month Renewal		Increase		
EE:	20	\$27.32	\$27.32	0.0%		
EE+S	3	\$57.26	\$57.26	0.0%		
EE+C	13	\$74.23	\$74.23	0.0%		
FAM:	15	\$113.51	\$113.51	0.0%		
Annual Expense:		\$40.629.84	\$40.629.84	0.0%		

Underwriting Considerations

Census Data		
Total Current Enrollme	ent Counts	
Single	20	
Family	31	During the current experience period, City of Huron averaged 51
Total	51	enrollees.

Guarantee Terms

Policies and Claim Settlement Practices

All TruAssure standard processing policies, limitations and exclusions apply.

TruAssure reserves the right to recalculate rates in the event of any of the following:

Change in effective date.

The number of eligible or enrolled employees changes by more than 15% from that identified in this quote.

The number of enrolled employees falls below the required 5 to maintain individually underwritten status.

New or changes to legislation or regulations that affect the benefits payable, eligibility or contractual provisions.

4

Broker Compensation

Proposed rates include the following broker commissions:

Fully Insured PPO: 10.0%

UW/AS GM/22.9



Renewal Acceptance

If we do not receive notification from you at least 30 days prior to your renewal date, we will assume you agree to the proposed rates and renew your current dental benefit plan with the above noted 12 month renewal rates.

- 1. The proposed renewal rates will be in effect for the following time period: 1/1/2024 through 12/31/2024
- 2. All of our standard processing policies, limitations and exclusions apply.
- 3. Please acknowledge your acceptance of these terms and rates by signing below and returning this page. You can fax or email a copy of this letter to:

Linda Remington TruAssure 111 Shuman Boulevard Naperville, IL 60563 Phone: 630-718-4781

Fax: 630-718-4781

Iremington@truassure.com

Agreed and accepted:

City of Huron - TAIC Group #20092 -- Plan 1

By: Date: 8/25/2023

Title: ____ Finance Director





TO: Mayor Tapp and City Council FROM: Terri Welkener, Clerk of Council

RE: Resolution No. 79-2023 (submitted by Cory Swaisgood)

DATE: November 28, 2023

Subject Matter/Background

In 2022, through its close ties with Medical Mutual of Ohio ("MMO)", the City's consultant, Gallagher, was able to work with MMO to create a new plan that MMO could also act as HRA administrator for, while still providing the City with premium savings and our employees with the same level of healthcare and a much easier reimbursement process. As Council may recall, MMO's initial renewal from 2022 to 2023 was a 37% increase which would have increased the City's medical premium by over \$270,000 in 2023. The City did not have much room to negotiate due to current union contracts in place. Other providers declined to quote. The City made the only plan changes that could be made outside of the bargaining units. An increase in deductibles resulted in renewal increase of 13% in premium totaling an additional \$95,000 in medical premiums in 2022.

For 2024, the City only has two options outside of the current bargaining agreements. Both would result in premium increases over 36%. The City has elected to increase deductibles again to lower the annual premium increase. With an increase in deductibles, the City's estimated annual premium will increase by \$275,000, or 36.3%. The City's portion of the increase will be approximately \$261,000.

HRA and opt-out amounts remain the same, and there has been no change in the employee's individual out-of-pocket cost. Employees will pay 5% of the total premium in 2024.

A copy of the Summary of Coverage for the new plan contemplated by Resolution No. 79-2023 is attached heretc as Exhibit 1. The City will be exploring alternative options in 2024 for the 2025 renewal to minimize the annual renewal increase the City has experienced the last two years. An insurance advisory committee has recently been established. The committee is comprised of union and admin staff.

Financial Review

The 2024 budget includes the renewal increase on MMO's premium and potential increase in the HRA. The City's healthcare fund (Fund 703) accounts for the plan's activity.

Historical medical premiums paid to MMO:

2022 - \$746,400 2023 - \$845,000 2024 (estimated) - \$1,120,000

The above amounts do not include HRA claims, which have increased from approximately \$100,000 a year to over \$200,000 a year.

Legal Review

The matter follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Amended Resolution No. 79-2023 would be in order.

Resolution No. 79-2023 Exh 1 MMO Benefit Summary 7500 Ded Plan.pdf Resolution No. 79-2023 Medical Mutual of Ohio Renewal 2024.docx Resolution No. 79-2023 Exh A MMO Renewal Agreement for 2024.pdf

Illustrative Summary of Benefits

SuperMed® 7500 w/MMRx (R22)

Health Savings Account Compatible

	Network	Non-Network		
Benefits	Memb	er Pays		
Benefit Period	January 1st through December 31st			
Dependent Age Limit	26—Removal upon End of the Month			
Deductible - Single / Family	\$7,500 / \$15,000	\$7,500 / \$15,000		
Coinsurance Out-of-Pocket (excludes deductible) - Single / Family	\$0 / \$0	\$7,500 / \$15,000		
Maximum Out-of-Pocket - Single / Family ¹	\$7,500 / \$15,000	\$15,000 / \$30,000		
Coinsurance	0%	50%		
Physician/Office Services				
Physician Office Visit	Coinsurance after deductible	Coinsurance after deductible		
Specialist Office Visit	Coinsurance after deductible	Coinsurance after deductible		
Urgent Care Office Visit	Coinsurance after deductible	Coinsurance after deductible		
Emergency Services				
Emergency Use of an Emergency Room	0% after	deductible		
Emergency Services (expenses other than Emergency Room)	0% after	deductible		
Non-Emergency Use of an Emergency Room	Not c	overed		
Routine/Preventive Services ²				
Health Care Reform Benefits	0%	Coinsurance after deductible		
Health Care Reform Benefits for Women	0%	Coinsurance after deductible		
All Immunizations	0%	Coinsurance after deductible		
Routine Physical Exam (age 21 and over)	0%	Coinsurance after deductible		
Routine Mammogram (one per benefit period)	0%	Coinsurance after deductible		
Routine Pap Test (one per benefit period)	0%	Coinsurance after deductible		
Routine Lab, Medical Tests, and X-rays	0%	Coinsurance after deductible		
Routine Endoscopic Services	0%	Coinsurance after deductible		
Well Child Care (to age 21)		Company of the deduction		
Well Child Care Exams, Immunizations and Labs	0%	Coinsurance after deductible		
Hearing Exams	0%	Coinsurance after deductible		
Vision Exams	0%	Coinsurance after deductible		
Lenses	Not covered	Not covered		
Frames	Not covered	Not covered		
Contacts	Not covered	Not covered		
Outpatient Services	Not covered	Not covered		
Allergy Testing and Treatments	Coinsurance after deductible	Colon and the state of the stat		
Physical & Occupational Therapies (40 visits per benefit period/combined)		Coinsurance after deductible		
Speech Therapy (20 visits per benefit period)	Coinsurance after deductible Coinsurance after deductible	Coinsurance after deductible		
Chiropractic Services (12 visits per benefit period)	Coinsurance after deductible	Coinsurance after deductible		
Cardiac Rehabilitation (36 visits per benefit period)		Coinsurance after deductible		
Surgical Services	Coinsurance after deductible	Coinsurance after deductible		
	Coinsurance after deductible	Coinsurance after deductible		
Diagnostic Lab, Medical Tests, and X-rays	Coinsurance after deductible	Coinsurance after deductible		
Diagnostic Imaging	Coinsurance after deductible	Coinsurance after deductible		
Diagnostic Endoscopic Services	Coinsurance after deductible	Coinsurance after deductible		
Inpatient Services				
Institutional Services	Coinsurance after deductible	Coinsurance after deductible		
Maternity	Coinsurance after deductible	Coinsurance after deductible		
Skilled Nursing Facility (90 days per benefit period)	Coinsurance after deductible	Coinsurance after deductible		

	Network	Non-Network	
Additional Services			
Ambulance	Coinsurance after deductible	Coinsurance after deductible	
Autism Spectrum Disorders (All ages and services are covered subject to the corresponding medical benefit, except the following limits that apply to OP therapies/benefit period: Occupational 40 visits; Speech 20 visits; Physical 40 visits)	Benefits paid are based on services rendered		
Diabetic Education and Training	Coinsurance after deductible, unless the service is covered under Health Care Reform Preventive Benefits	Coinsurance after deductible	
Durable Medical Equipment	Coinsurance after deductible	Coinsurance after deductible	
DME—Wigs	Not covered	Not covered	
Home Health Care (100 visits per benefit period)	Coinsurance after deductible	Coinsurance after deductible	
Hospice	Coinsurance after deductible	Coinsurance after deductible	
Organ and Tissue Transplants	Coinsurance after deductible	Coinsurance after deductible	
Organ Transplant Services (includes travel, meals, lodging and transportation)	Not covered	Not covered	
Private Duty Nursing (90 days per benefit period)	Coinsurance after deductible	Coinsurance after deductible	
Sterilization	Coinsurance after deductible	Coinsurance after deductible	
Mental Health & Substance Abuse — Federal Mental Health Parity		10.1 遺俗。1980年前4月1日時間1月時間1月	
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on co	orresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services	Benefits paid are based on co	orresponding medical benefits	
Prescription Drug Benefits			
Retail (30-day supply)	Coinsurance after network deductible		
Home Delivery (90-day supply) (Specialty drugs limited to 30-day supply)	Coinsurance after network deductible		

National Plus Network & Basic Plus Formulary

Select Home Delivery Active Choice

Member must contact Express Scripts to indicate choice to continue to use a retail pharmacy past three refills for prescription drugs available through the home delivery program. Otherwise, members will pay 100% of the allowed amount with no accumulation to deductible or maximum out of pocket.

Specialty Drugs

Drugs and biologicals (specialty drugs and therapeutic injections). Members must use one of our dedicated pharmacies. Special rules apply to oral chernotherapy prescription drugs. The certificate booklet will have more information. Certain specialty drugs are part of a Specialty Prescription Drug Copay Offset program (SaveOnSP Exclusive) where they are considered non-essential health benefits and therefore do not apply to the out-of-pocket maximum. They will also be subject to higher cost-share if the member does not participate in SaveOnSP Exclusive. Once enrolled in the Medical Mutual health plan, call 1-800-683-1074 to enroll in copay assistance, with SaveOnSP monitoring, so that your responsibility could be as low as \$0.

- 1 Network level Out-of-Pocket includes deductible and coinsurance and flat dollar copayments.
- 2 Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations, and other screenings, as provided for in the Patient Protection and Affordable Care Act.

Authorization	
I have reviewed and agree to the above information.	
Signature	Date 11/16/23
	0

Benefits will be administered by Medical Mutual of Ohio. Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. This document is only a partial listing of benefits. This is not a contract of insurance. Only an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services. In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

RESOLUTION NO. 79-2023 Introduced by Mark Claus

A RESOLUTION RATIFYING THE CITY MANAGER'S (OR HIS AUTHORIZED CITY DESIGNEE'S) ACCEPTANCE OF THE PROPOSAL AND EXECUTION OF AN AGREEMENT WITH MEDICAL MUTUAL FOR THE PROVISION OF 2024 MEDICAL HEALTH INSURANCE COVERAGE

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

<u>SECTION 1</u>. That the City Manager's (or his authorized City designee's) acceptance of the proposal and execution of a new agreement with Medical Mutual for the provision of 2024 healthcare insurance coverage, which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof, is hereby ratified.

<u>SECTION 2</u>. 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.RC. §121.22 of the Revised Code.

<u>SECTION 3</u>. That this Resolution shall go into effect and be in full force and effect immediately upon its adoption.

		Monty Tapp, Mayor		
		·		
ATTEST:	Clerk of Council			
ADOPTED:				



PROPRIETARY & CONFIDENTIAL

Proposal For: CITY OF HURON

Effective Date: 1/1/2024 End Date: 12/31/2024 County: Erie State: Ohio

Quote ID: 0118691-01

Friday, November 3, 2023 10:32 AM



Fully Insured Proposal for CITY OF HURON

January 1, 2024 - December 31, 2024

Contract Type	Contracts
Employee	21
Employee + Spouse	2
Employee + Child	2
Employee + Children	10
Family	16

SuperMed PPO	Single	Employee + Spouse	Employee + Child	Employee + Children	Family	Total Monthly Premium	Sign Off / Initial
HSA 6750/0 (r22)	\$990.04	\$2,172.06	\$1,778.07	\$1,778.07	\$2,960.09	\$93,833.24	
HSA 7500/0 (r22)	\$954.88	\$2,094.70	\$1,714.77	\$1,714.77	\$2,854.59	\$90,492.56	
HRA 7500/0 (r22) Plan Selected	\$999.99	\$2,196.78	\$1,797.86	\$1,797.86	\$2,994.65	\$94,882.07	XII

CITY OF HURON 1/1/2024 Disclaimers & Contingencies

- 1 Proposal expires in 60 days or upon effective date.
- 2 Rates assume Medical Mutual is the only carrier, with 75% of net eligible employees enrolled.
- 3 Rates are subject to change if enrollment varies by more than 10% from 51 contracts quoted.
- 4 Ancillary coverages will be packaged with Medical coverage and not sold separately.
- 5 Disclosure of disabled participants is required.
- 6 Misrepresentation may result in rescission of coverage.
- 7 Rates include standard reporting and administration.
- 8 Employers must disclose any funding of deductibles or coinsurance provided to employees. If funding is not disclosed, Medical Mutual reserves the right to adjust rates at any time during the contract period. This may result in higher than anticipated rate adjustments.
- 9 Covered employees will automatically have access to Medical Mutual's Basics wellness program, which includes online health resources, health assessments, WW (Weight Watchers) discounts, 24/7 nurse line and tobacco cessation programs. If not already enrolled in a buy up program, additional wellness program options are available upon request for an additional fee.
- 10 Please note that this policy, Medical Mutual, or you as a Plan Sponsor may become subject to taxes, fees or other charges imposed by State, Local, or Federal governments (collectively, "fees"). Medical Mutual reserves the right to adjust your premium or funding rate (or add the fees to the invoice) consistent with the effective date of the new fees imposed by the government. Adjustments may or may not be noted in a line item on monthly invoices. All fees are subject to change during the contract period.
- 11 Change in enrollment of any one plan of more than 10% or the elimination of a plan may require rates to be adjusted.
- 12 As required by the Affordable Care Act, employees must be notified at least 60 days before the effective date of a material modification if it impacts the contents of the SBC. Please be aware of this requirement when considering an off-renewal plan change or a change in carrier.
- 13 Premiums and rates reflect 2015 ACA requirement to accumulate drug cost share to the maximum out-of-pocket (MOOP). Use of a third party Pharmacy Benefits Manager (PBM) will require additional fees and additional lead time to implement. Please contact your Medical Mutual representative for further details and explanation.
- 14 Due to a change in Ohio law, effective with the first renewal on or after January 1, 2016, all existing over-age dependent children (26 and 27 years old) will maintain coverage until they attain the limiting age of 28. No new over-age dependent children will be eligible for coverage. Please note that children with a physical or intellectual disability are not impacted by the change in Ohio law.

Rate Acceptance	
Group Official Initial: X Please initial next to the benefits that have been selected by the group. Group Official Signature: X	
Title: X Finance Director	
Date: X 11/14/d023	

		(91	



TO: Mayor Tapp and City Council

FROM: Terry Graham

RE: Resolution No. 80-2023 (submitted by Chief Terry Graham)

DATE: November 28, 2023

Subject Matter/Background

Resolution No. 80-2023 authorizes a Memorandum of Understanding to amend the current Collective Bargaining Agreements with FOP/Patrol Officers and Sergeants to provide compensation agreed upon by the bargaining unif for compensation for the K-9 Officer for housing and maintaining the dog at their personal residence outside of the officer's regularly scheduled shift. The MOU provides for an additional 1/2 hour of regular pay per day (7 hours per 2-week pay period) to compensate the K-9 Officer for his obligations in caring for the dog, including feeding, grooming and veterinary appointments. In addition, the MOU addresses the K-9 Officer's right to purchase the dog after its service life, at a price of \$1. Should a K-9 Officer leave the employ of the City prior to working in that position for 5 years, the price required to purchase the dog is adjusted pro rata. The MOU further sets forth the obligations of the K-9 Officer, as well as the City's responsibility for expenses related to care of the dog.

Financial Review

The City is anticipating a budget of approximately \$7,000 a year in personnel costs for the K-9 Officer. The City's General Fund will absorb the cost unless donations are sufficient to cover the personnel cost.

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. 80-2023 is in order.

Resolution No. 80-2023 K-9 Handler MOU.docx Resolution No. 80-2023 Exh A MOU K-9.docx

RESOLUTION NO. 80-2023 Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL INC. REPRESENTING PATROL OFFICERS AND SERGEANTS AND THE CITY OF HURON RELATING TO MODIFICATIONS TO THE CURRENT PATROL OFFICERS COLLECTIVE BARGAINING AGREEMENT ("CBA") EXPIRING ON DECEMBER 31, 2024.

WHEREAS, the Huron City Council previously authorized Collective Bargaining Agreements with the Fraternal Order of Police/Ohio Labor Council Inc. representing Patrol Officers and Sergeants in Resolutions 70-2021 and 71-2023 adopted on October 26, 2021 (hereinafter, the "CBAs"); and

WHEREAS, subsequent to the effective date of the CBAs, the Huron Police Department has established a K-9 Program, and has designated a K-9 Officer; and

WHEREAS, the parties find it necessary to set forth the additional obligations of, and benefits to be received by, the K-9 Officer.

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

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into a Memorandum of Understanding with the Fraternal Order of Police/Ohio Labor Council Inc. representing Patrol Officers and Sergeants to set forth the obligations of, and the benefits received by, the K-9 Officer in addition to the benefits currently provided in the parties' current CBAs, which Memorandum of Understanding shall be substantially in the form of Exhibit A attached hereto and made a part hereof.

<u>SECTION 2</u>: 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.

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

ATTEST:		Monty Tapp, Mayor	
ATTEST:	Clerk of Council		
ADOPTED:			

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HURON

AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. REPRESENTING

PATROL OFFICERS AND SERGEANTS

The City of Huron ("Employer" or "City") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("Union") agree to the following modifications to the current Patrol Officers Collective Bargaining Agreement ("CBA") expiring on December 31, 2024:

<u>K-9 Officer Compensation</u>. In addition to all the benefits provided in the parties' current CBA, bargaining unit employees who are assigned to the position of K-9 Officer shall have the following obligations and receive the following benefits:

- 1. The Officer shall be required to house, feed, exercise, and care for the K-9 assigned to him. Such duties shall require the Officer to perform work during his off-duty time.
- 2. In consideration for the time to execute the duties identified in numbered paragraph one (1), the Officer shall be paid the following additional compensation:
 - a. The Officer shall receive one-half (1/2) hour of regular pay for each day of the fourteen (14) day pay period, for a total of seven (7) hours of regular pay each pay period.
- 3. In addition to the duties and additional compensation identified in numbered paragraphs one (1) and two (2), it is also agreed that the K-9 Officer will be afforded at least sixteen (16) hours of organized training each month in lieu of patrol duties. Additional training may be approved as needed. Training outside the department will be at a training facility or course approved by the Chief of Police. If training cannot be completed within the Officer's regularly scheduled hours, the Officer shall be compensated overtime in accordance with Article 14, Section 14.02.
- 4. If the K-9 Officer is directed to report for duty at a time not in conjunction with the Officer's scheduled duty time, the Officer shall be compensated according to Article 14, Section 14.04.
- 4. The City shall pay for all expenses and costs related to the K-9, including, but not limited to:
 - a. The cost of the K-9;
 - b. Food and nutrition for the K-9;
 - c. Instruments, equipment, and professional services related to the health, care, grooming, housing and training of the K-9;
 - d. All medicine, immunizations, necessary appliances, and veterinary and professional care related to the K-9;

- e. All boarding fees and related costs for the K-9.
- 5. The Officer shall provide an area to house the K-9. The City shall provide all materials to maintain a home for the K-9.
- 6. Upon the recommendation of a veterinarian due to age or medical reasons, the cessation of the Officer's assignment, upon unresolved performance problems, or budgetary reasons; the K-9 may be retired by the Employer. The Officer shall be granted the option to purchase such K-9 from the Employer at such time for the price of one dollar (\$1.00).
- 7. If the K-9 Officer separates from the City's police department prior to five (5) years after the purchase of the K-9, the Officer shall have the opportunity to purchase the K-9 at a prorated amount depending on the purchase price of the K-9 and the K-9's years in service.
- 7. The City and the Union agree that if this MOU results in additional logistical problems, the parties will meet to discuss and come to a mutual agreement on how to rectify the situation. If a mutual agreement cannot be reached, the dispute may be submitted to the grievance and arbitration procedure as set forth in Article 40 of the CBA.
- 8. All other provisions of the current CBA shall be in effect.

It is so agreed:

For the Union:	For the Employer:
	CITY OF HURON
	By:
	Title: City Manager
Date:	Date:



TO: Mayor Tapp and City Council

FROM: Doug Steinwart , Operations Manager

RE: Resolution No. 82-2023 (submitted by Doug Steinwart)

DATE: November 28, 2023

Subject Matter/Background

After many years of waiting for authorization to open lake dump, the City was finally given permission. The bid to clear approximately 16 cubic tons, which will be done in an original 10 cubic ton dredge, and then a second dredge of the remaining material. This is a project of concern due to depth concerns within the basin which were getting close to minimum depth for a lot of the boats. We hope this dredge will see us through another 10+ years.

Financial Review

The 2023 budget includes \$300,000 for dredging, split between the Boat Basin Fund and Capital Improvement Fund. The total cost of the project will be \$366,470.50. On the agenda for this meeting, the City is requesting Council approval for additional budget in the Capital Improvement Fund to cover the budget gap. Additional cash transfers from the General Fund to the Capital Improvement Fund is also requested at this meeting to provide sufficient funds for the project.

Accounts

210-3800-55934 = \$150,000.00 401-3800-55102 = \$216,477.50

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution 82-2023 is in order.

Resolution No. 82-2023 Exh 1 Huron Boat Basin Maintenance Dredging_Inclusive Bid Tabulation.pdf

Resolution No. 82-2023 Exh 2 Bidding Award Letter.pdf

Resolution No. 82-2023 Huffman Bid Award Boat Basin Maint Dredging \$366,477.50 (1).docx



Job <u>18031-1 Maintenance Dredging</u>

Sheet No. <u>1 of 1</u>

Calc. By <u>MCW</u> Date <u>11/20/2023</u>

Check By <u>MPC</u> Date <u>11/20/2023</u>

	Huron Boat Basin Maintenance Dredging												
	Bid Tabulation		Estimated OPC - KS			Geo. Gradel Co. Bid			Huffman Equipment Rental & Contracting				
Base Bid	Item Description												
Item No.		Qty.	Unit	Unit Price	Item Total	Qty.	Unit	Unit Price	Item Total	Qty.	Unit	Unit Price	Item Total
1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	1	LS	\$ 24,600.00	\$ 24,600.00	1	LS	\$ 30,000.00	\$ 30,000.00
2	Temporary relocation of floating docks, anchor piles, gangways, and utilities	1	LS	\$ 30,000.00	\$ 30,000.00	1	LS	\$ 31,500.00	\$ 31,500.00	1	LS	\$ 52,480.00	\$ 52,480.00
3	Dredging, transport, and placement of dredged material	10,000	CY	\$ 20.00	\$ 200,000.00	10,000	CY	\$ 17.10	\$ 171,000.00	10,000	CY	\$ 14.95	\$ 149,500.00
4	Allowance for dock repairs, owner-directed	1	LS	\$ 50,000.00	\$ 50,000.00	1	LS	\$ 50,000.00	\$ 50,000.00	1	LS	\$ 50,000.00	\$ 50,000.00
Additive Bi	Additive Bid Item 1												
Ţ.	Dredging, transport, and placement of dredged material	5,650	CY	\$ 20.00	\$ 113,000.00	5,650	CY	\$ 17.10	\$ 96,615.00	5,650	CY	\$ 14.95	\$ 84,467.50

Project Total\$ 413,000.00Project Total\$ 373,715.00Project Total\$ 366,447.50**not including contingency + bonds**including contingency + bonds**including contingency + bonds

	Bid		Bid Delta
Geo. Gradel Co.	\$ 373,715.00	۲	7 267 50
Huffman Equipment Rental & Contracting Inc.	\$ 366,447.50	٦	7,267.50

MAINTENANCE DREDGING **HURON BOAT BASIN**

Furnish all labor, equipment, materials, and transportation for dredging approximately 2.54 acres of the existing boat basin to a proposed dredge depth of -8 LWD, 561.2 IGLD 1985 and placement of dredged materials inthe prescribed placement areas.

Base Bid: Removal of 10,000 cubic yards of material from the Huron Boat Basin. The dredged material will be placed into the approved open-lake disposal area centered at approximately 3 statute miles due north of the Huron Harbor Light.

Bid Alternate 1: Removal of up to 5,650 additional cubic yards of material from the Huron Boat Basin and placement into the approved open-lake

disposal area.

The Contractor shall be responsible for any damage to the floating docks, anchor piles, gangways, and utilities that occur during relocation for dredging operations. Bid Item 4 is an Allowance for additional repairs to the docks, as directed by the Owner. Work under the Allowance shall not be performed and will not be paid unless directed by the Owner. Work will be billed to the Allowance on a Time and Materials basis.

	SPECIFICATION		Ĥ		UNIT	
I EIVI NO.	SEC.	II EINI DESCRIPTIOIN	۲ کا		PRICE	ITEM TOTAL
Base Bid						
1	01 71 13	Mobilization	-	ST	\$ 24,600.00	\$ 24,600.00 \$ 24,600.00
2	35 20 23	Temporary relocation of floating docks, anchor piles, gangways and utilities.	_	ST	\$ 31,500.00	\$31,500.00 \$ 31,500.00
ĸ	35 20 23	Dredging, transport and placement of dredge material	10,000	ζ	\$ 17.10	\$ 17.10 \$ 171,000.00
4	Allowance	Allowance for Dock Repairs directed by Owner	-	ST	\$50,000	\$50,000
			Total for Base Bid:	lase Bid:		\$ 277,100.00
Additive Bid Item 1	I Item 1					
ß	35 20 23	Dredging, transport and placement of dredge material	5,650	СУ	\$ 17.10	\$ 17.10 \$ 96,615.00
			Total Additive Bid	itive Bid		\$ 96.615.00

\$373,715.00 Toledo, Ohio 43605 Geo. Gradel Co. CONTRACTOR NAME 3135 Front Street Total Project Cost: Alan R. Raven, Treasurer November 17, 2023 DATE PRINTED NAME SIGNATURE

ADDRESS

Legal Advertisement

Sealed bids will be received by the City of Huron ("Owner"), at the office of the City Manager, Huron City Hall, 417 Main Street, Huron, OH 44839 on the 17th day of November, 2023 until 2:00 pm current local time for the:

"Huron Boat Basin Maintenance Dredging"

and will be publicly opened and read immediately thereafter. Each bid must contain the full names of the party or parties making the same, with an affidavit as to interested parties, and in the case of a corporation not chartered in Ohio, with a proper certificate that such corporation is authorized to do business in Ohio, and shall be accompanied by a Bid Guaranty Bond for the full amount (100%) of the Bid, in favor of the "Owner" or a certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of 10% of the Bid, payable to the "Owner".

It is agreed that the bid guaranty shall be for the benefit of the "Owner" pursuant to Section 153.54 of the Ohio Revised Code if the undersigned fails to execute the Contract in conformity with the Form of Contract incorporated in the contract documents and furnish Bond and insurance certificates within ten (10) days after the notification of the award of the Contract to the undersigned.

 Copies of the Contract Documents are on file at KS Associates Inc. and may be obtained (1) by email to <u>cencerm@ksassociates.com</u> or, (2) in person at 260 Burns Road, Suite 100, Elyria, Ohio 44035.

Please note that in order to be considered as a "responsive bidder" for this project, you must purchase a set of plans and bid documents, and follow all instructions provided. Bids from contractors who are not on the Plan Holders List will be disqualified. A pre-bid meeting will be held on the 13th day of November, 2023 at 11:00 am at the Huron Boat Basin, 330 Main Street, Huron, OH 44839.

The "Owner" reserves the right to reject any and all bids, to waive any informalities in the bids received, and to accept any bid which it deems most favorable.

The "Owner" is an Equal Opportunity Employer and does not discriminate against the handicapped.

Matt Lasko, City Manager City of Huron

Publish Dates: Sandusky Register Week of October 30th, 2023 Week of November 6th, 2023

FOR CITY OF HURON 330 MAIN STREET, HURON, OHIO 44839

PREPARED BY:



KS Project #18031-1

KS Associates, Inc.
Civil Engineers + Surveyors
260 Burns Road, Suite 100
Elyria, Ohio 44035
P 440 365 4730
P 419 239 5935
www.ksassociates.com

10/27/2023



OCTOBER 2023

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DRAWINGS AND BID ITEMS REFERENCE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, CONSTRUCTION AND MATERIAL SPECIFICATIONS, JANUARY 1, 2019.

ATTACHMENTS

EJCDC NO. C-700	STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
EJCDC NO. C-520-2013	AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

U.S. ARMY CORPS OF ENGINEERS PERMIT

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

1. DEFINED ITEMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EJCDC No. C-700) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a subbidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (based on Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids). The term "Owner" refers to the City of Huron, Huron, Ohio.

2. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS

Copies of complete plans and specifications are available at KS Associates, 260 Burns Road, Suite 100, Elyria, Ohio 44035. Electronic copies in pdf format can be requested by email to cencerm@ksassociates.com.

3. BID DEPOSITORY

Hand carried bids must be deposited, prior to the time set for submittal of bids, at the office of the City Manager, Huron City Hall, 417 Main Street, Huron, Ohio 44035.

4. PLACE OF BID SUBMITTAL AND OPENING

Bids shall be submitted to the City of Huron at 417 Main Street, Huron, Ohio 44035, no later than 2:00 p.m. on Friday, November 17, 2023.

5. ARITHMETIC DISCREPANCIES

- 5.1. For initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:
 - 5.1.1. Obviously misplaced decimal points will be corrected,
 - 5.1.2. In case of discrepancy between unit price and extended price, the unit price will govern.

6. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the Engineer of all conflicts, errors or discrepancies in the Contract Documents.

7. PRE-BID SITE VISIT

A Pre-Bid Site Visit will be held at 11:00 AM on Monday, November 13th, 2023 at the Huron Boat Basin 330 Main Street, Huron, Ohio. The Engineer is Mark Cencer P.E., of KS Associates, Inc., 260 Burns Road, Suite 100, Elyria, OH 44035, phone: 440-365-4730 ext. 395; email: cencerm@ksassociates.com.

8. COMPLETION TIME

All contract work shall be completed by Monday, April 15th, 2024. A waiver of in-water work restrictions will be required from the Ohio Department of Natural Resources prior to the performance of any work between April 15 and June 30.

9. GENERAL CONDITIONS

EJCDC Document No. C-700, "Standard General Conditions of the Construction Contract", shall be a part of this contract.

10. CONSTRUCTION CONTRACT

EJCDC Document C-520-2013, "Agreement Between Owner and Contractor For Construction Contract (Stipulated Price)", shall be completed and signed by the Owner and Contractor who is awarded the contract and shall become a part of this contract.

11. SOLICITATION DEFINITIONS - SEALED BIDDING

- 11.1. "Offer" means "bid" in sealed bidding.
- 11.2. "Solicitation" means an invitation for bids in sealed bidding.

12. ACKNOWLEDGMENT OF AMENDMENTS TO INVITATIONS TO BID

Bidders shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment, (b) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, or (c) by letter or telegram. Owner must receive the acknowledgement by the time and at the place specified for receipt of bids.

13. SUBMISSION OF BIDS

- 13.1. Bids and bid modifications shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the project name, and the name and address of the bidder.
- 13.2. Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice, if such notice is received by the time specified for receipt of bids.

14. EXPLANATION TO PROSPECTIVE BIDDERS

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing a minimum of 72 hours prior to the bid opening to allow a reply to reach all prospective bidders before submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

15. PREPARATION OF BIDS - CONSTRUCTION

- 15.1. Bids must be submitted on the forms furnished by the Owner or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.
- 15.2. The bid form may require bidders to submit bid prices for one or more items on various bases, including:
 - 15.2.1. Lump sum bidding,
 - 15.2.2. Alternate prices,
 - 15.2.3. Units of construction or
 - 15.2.4. Any combination of subparagraphs (1) through (3) above.
- 15.3. If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- 15.4. Please be advised this is a prevailing wage contract.

16. CONTRACT AWARD - SEALED BIDDING - CONSTRUCTION

- 16.1. Owner and the Engineer will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to Owner.
- 16.2. Owner may reject any or all bids and waive informalities or minor irregularities in bids received.
- 16.3. Bids shall be valid for a period of 90 days after bid opening.

END OF SECTION

DOCUMENT 004313 - BID GUARANTY AND CONTRACT BOND

(Section 153.571 Ohio Revised Code)

KNOW A	LL PERSONS BY THESE PRESENTS, that we, the undersigned	
	Geo. Gradel Co., 3135 Front Street, Toledo, OH 4 (Name and Address)	13605
as Principal and	Western Surety Company	
	Principal and Western Surety Company P. O. Box 5077, Souix Falls, SD 57117-5077 hereby held and firmly bound unto the City of Huron ne penal sum of the dollar amount of the bid submitted by the Principal to the Oble November 17, 2023 to undertake the project known as: Huron Basin Maintenance Dredging The penal sum referred to herein shall be the dollar amount of the principal on the obligee, which are accepted by the Obligee. In no case shall the penal sur	as Surety,
are hereby held a	Other of Harris	
in the penal sum o	of the dollar amount of the bid submitted by the Principal to the O	bligee on
November	17, 2023 to undertake the project known as:	
	Huron Basin Maintenance Dredging	
the obligee, which dollar (If the ab-	P. O. Box 5077, Souix Falls, SD 57117-5077 as Surety, re hereby held and firmly bound unto the City of Huron as Obligee the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on November 17, 2023 to undertake the project known as:	
successors, and a	e made, we hereby jointly and severally bind ourselves, our heirs assigns.	, executors, administrators
submitted a bid or	NUTTION OF THE ABOVE OBLIGATION IS SUCH, that the and the above referred to project;	ibove named principal has

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 will pay 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 null and 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 awarding 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; and

IF THE SAID principal shall well and faithfully perform each and every condition of such contract; and indemnify the obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall 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 of in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This	15th	day of November , 20	23	
PRINCIPAL:				
Geo. Gradel Co.	_			
BY:	_			
Alan R. Raven TITLE: Treasurer	- -			
SURETY: Western Surety Company		SURETY COMPANY A	DDRESS:	
		P O BOX 5077		
		Street		
BY: Jackson		Sioux Falls, SD 5711	7-5077	
Attorney-In-Fact Fravis Spitnale		City	State	Zip
		800-331-6053	11	
		Telephone	191=	
		SURETY AGENT'S AD	DRESS:	
		Knight Insurance Gro	ир	
		Agency Name		
		22 N. Erie Street		
		Street		
		Toledo,	ОН	43604
		City	State	Zip
		419-241-5133		
		Telephone		

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.

END OF DOCUMENT 004313

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

Ronald James Carter, Kenneth P Knight, Travis Spitnale, Individually

of Toledo, 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 -

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 By-Law printed on the reverse hereof, 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 25th day of May, 2021.

With the second of the second

WESTERN SURETY COMPANY

aul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

} ;

On this 25th day of May, 2021, before me personally came Paul T. Bruflat, 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 the 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

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, 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-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this SH day of November 2000.



WESTERN SURETY COMPANY

M Bent

L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

1 1 1

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.

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





Issued 03/14/2023 Effective 04/02/2023 Expires 04/01/2024

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, 2022 that it has admitted assets in the amount of \$2,105,593,621, liabilities in the amount of \$589,010,150, and surplus of at least \$1,516,583,471.

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

Judith French, Director

Sudith L. French



CITY OF HURON HURON BOAT BASIN MAINTENANCE DREDGING

BID DATE: November 17, 2023, at 2:00pm

DATE OF ADDENDUM: November 14, 2023

ADDENDUM NUMBER: 01

TO THE DRAWINGS AND SPECIFICATIONS FOR:

HURON BOAT BASIN MAINTENANCE DREDGING

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.

RESPONSES TO QUESTIONS FROM BIDDERS

1. Please provide any available photos of the docks, dock connections, utility connections, telescoping anchors, etc.

Response: Photos are available at:

https://drive.google.com/drive/folders/18JQZKiX6uswYVCxkiJv7L8ZjvY Fg - c?usp=drive link

2. Please provide any schematic drawings available of the telescoping anchors.

Response: KS reviewed available files from Matrix Engineering Inc. and could not locate record drawings of the telescoping anchors. Record drawings are not available.

3. Will the City release a copy of the plan holders list?

Response: The following firms have requested copies of the bid documents:

- Builders Exchange
- Construct Connect
- Geo. Gradel Co.
- Huffman Equipment Rental & Contracting, Inc.
- Littoral Services, LLC
- PWXPress
- Ryba Marine Construction Co.
- Veit

Huron Boat Basin Maintenance Dredging Addendum No. 01 – Page 2

4. Is there an engineer's opinion of probable cost?

Response: An engineer's cost opinion of probable construction costs is not available.

5. Is the in-water work waiver going to be handled by the city or does the contractor need to obtain?

Response: The City of Huron has applied for a waiver of in-water work restrictions. The request is under review by the ODNR Division of Wildlife.

6. Are there any as-built drawings of the existing docks and pilings?

Response: KS reviewed available files from Matrix Engineering Inc. and could not locate record drawings of the existing docks or pilings. Record drawings are not available.

7. Is the \$50,000 allowance for the owners use for a third party contractor or will the winning contractor be performing the dock repairs?

Response: The intent of the allowance is for the winning contractor to perform the dock repairs, if directed by the owner. The contractor may utilize subcontractors to perform the work at their discretion.

8. Is the project funded by the America Rescue Plan, Stimulus Money, or Build Back Better Plan?

Response: No federal funding will be utilized for the project.

END OF ADDENDUM

Preparer: KS Associates, Inc.

ATTACHMENTS

None



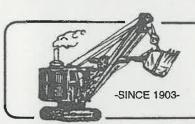
GEO. GRADEL CO.

A SITE DEVELOPMENT & MARINE CONTRACTOR 3135 Front St. • Toledo, Ohio 43605 Phone: 419-691-7123, Fax 419-691-0877

Equal Opportunity Employer

ATTACHMENTS:

- Affidavit
- ODOT Pre-Qualification
- Proof of Insurance
- Bureau of Workers' Compensation Certificate
- BWC Drug-Free Safety Program (DFSP)
- EEO Certificate of Compliance
- Affirmative Action Program Verification (AAPV)
- Experience / Project List
- Equipment List
- Letter of Surety
- Certified Search of Unresolved Findings



GEO. GRADEL CO.

A SITE DEVELOPMENT & MARINE CONTRACTOR 3135 Front St. • Toledo, Ohio 43605 Phone: 419-691-7123, Fax 419-691-0877

Equal Opportunity Employer

AFFIDAVIT

I, Josephine L. King, being duly sworn, depose and says that she is Secretary of the Geo. Gradel Co., Contractor, and that the Geo. Gradel Co. has no affiliates with interest pertaining to the work to be performed.

The following list sets forth the names of all Corporate Officers and others that have been duly authorized to sign official documents pertaining to the work to be performed.

> Mark N. Gradel. Josephine L. King Alan R. Raven

President Secretary Treasurer



Subscribed and sworn to before me, a notary public, in and for <u>Lucas</u> County, Ohio, on this <u>seventeenth</u> day of <u>November</u> , 20 23 .

KIMBERLY A. MORRISON **NOTARY PUBLIC - OHIO** MY COMMISSION EXPIRES 01-09-28

My commission expires: January 9, 2028



Home (/s/) Company Profile (/s/account-redirect) Personnel (/s/contact/008t0000000TmtuEAC) Support (/s/contactsupport)...

Ala

Company Profile GEO GRADEL CO

Edit Company Profile

Address

3135 FRONT ST

419-691-7123

419-691-0877

TOLEDO, Ohio 43605

GEO GRADEL CO Pre-Qualification Application

Application Name APP-08425

Certification Date

Expiration Date

Prequalification Amount

\$59,753,120.00 7/31/2024

Approved

GEO GRADEL CO Work Type Applications

Create Work Type Application

Work Type	~	,	Number of Projects	~	Status
1. Clearing and Grubbing				0	Approved
2. Building Removal				0	Approved
4. Roadway Excavation and Embankment Construction				0	Approved
6. Incidental Grading				0	Approved
7. Soil Stabilization				0	Approved
8. Temporary Soil Erosion & SedIment Control				0	Approved
9. Aggregate Bases				0	Approved
10. Flexible Paving				0	Approved
11. Apply Bituminous Treatments				0	Approved
15. Sawing				0	Approved
19. Structure Removal				0	Approved
20. Level 1 Bridge				1	Approved
21. Level 2 Bridge				1	Approved
35. Drainage (culvert, misc.)				0	Approved
39. Maintenance of Traffic				0	Approved
40. Waterproofing				0	Approved
52. Tunneling				0	Approved
53. Piling				0	Approved



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	NAME: Jane Crispen	
Knight Insurance Group 22 North Erie Street	PHONE (A/C, No. Ext): 419-254-2482 FAX (A/C, No): 84	14-201-0753
Toledo OH 43604-6943	E-MAIL ADDRESS: insurance@knightinsurance.com	
	INSURER(8) AFFORDING COVERAGE	NAIC#
	INSURER A : Liberty Mutual	24066
INSURED	INSURER B : Crum & Forster	44520
Geo. Gradel Co. Gradel Rental, Inc.	INSURER C : Evanston insurance Company	35378
3135 Front Street	INSURER D : Acceptance Indemnity	20010
Toledo OH 43605	INSURER E : FCCI Insurance Group	10178
	INSURER F: Venture Insurance Programs	42480

COVERAGES

CERTIFICATE NUMBER: 666577520

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	TYPE OF INSURANCE	ADDL SU	VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
3	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		EPK139146	3/31/2023	3/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 50,000
[X Ohio Stop Gap			1)	MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO- X LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:					Project Agg	\$ 5,000,000
	AUTOMOBILE LIABILITY	1	CA100012159	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO			ĺ		BODILY INJURY (Per person)	\$
1	OWNED SCHEDULED AUTOS		7.			BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB X OCCUR		EFX120041 MKLV3EFX101190	3/31/2023 3/31/2023	3/31/2024 3/31/2024	EACH OCCURRENCE	\$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE		MMCA2ELX101180	3/3/1/2023	3/3/1/2024	AGGREGATE	\$ 10,000,000
1	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC539S389979	3/31/2023	3/31/2024	X PER OTH-	MI
1	ANYDROPRIETOR/DARTNER/EYECUTIVE	N/A		8		E.L. EACH ACCIDENT	\$ 1,000,000
1	(Mandatory In NH)					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
1	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	
ш	Pollution & Prof Liab Hired Car Phys Dam Leased/Rent Equip		EPG07230 CA100012159 IMP0000005	3/31/2023 3/31/2023 3/31/2023	3/31/2024 3/31/2024 3/31/2024	\$1MM Per Occurrence Limit Leased/Rented Equip.	\$1MM Aggregate Unlimited \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Verification of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
`	AUTHORIZED REPRESENTATIVE
9	Kemith D. Knight



Bureau of Workers' Compensation

30 W. Spring St. Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer 00008103

GEO GRADEL CO 3135 FRONT ST TOLEDO OH 43605-1009

www.bwc.ohio.gov Issued by: BWC



Period Specified Below 07/01/2023 to 07/01/2024

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

Policy number: 8103

Company name: GEO GRADEL CO

RE: Drug-Free Safety Program Enrollment approval

Dear Employer:

Congratulations! We approved your participation in our Drug-Free Safety Program (DFSP) at the *Advanced* level for the program year beginning July 1, 2023. In addition, please note all of the important DFSP requirements below, along with their due dates.

The DFSP requires your company to:

- Submit an online <u>Accident Report (DFSP-1)</u> within 30 days of an accident or learning of an accident for BWC- allowed claims that occur during the program year (Basic and Advanced levels).
- Submit an online <u>Safety Management Self-Assessment (SH-26)</u>, within 30 days from the start of the program year if not done at the time of the online submission of the application or annual report (Basic and Advanced levels).
- Provide accident-analysis training for all supervisors within 30 days from the start of the program year (First year Basic or Advanced level DFSP participants only).
- Submit an online <u>Safety Action Plan</u>, (DFSP-5) within 60 days from the start of the program year (Advanced level only).
- Submit an online DFSP Annual Report by the last business day in March for private employers and the last business day in September for public employers.

Please keep in mind, your participation in the program may or may not result in a bonus. If you participate at the Basic or Advanced level, your involvement in other BWC-rating programs could affect your eligibility for a bonus. You can find out which BWC program bonuses are compatible with the DFSP bonus along with program information and documents by clicking here. You can find basic DFSP information by clicking <a href=here. We applaud your commitment to the safety and well-being of your workers, their families and your community. If you have questions, call the BWC representative listed below. To learn more about our other program options, please visit www.bwc.ohio.gov, call 614-441-0745, or send an email to <a href=here EmployerProgramUnit@bwc.state.oh.us. Thank you for your attention to this matter.

Sincerely, Michael Sendelbach Supervisor, Employer Program Unit

BWC Representative: Pam Briggs (419) 245-2538

BWC Customer Service Office: TOLEDO (800) 644-6292



Mike DeWine, Governor Jon Husted, Lt. Governor Lydia Mihalik, Director

October 5, 2023

Alan Raven, Accounting Manager Geo. Gradel Co. 3135 Front Street Toledo, OH 43605

SUBJECT: Certificate of Compliance Certification

Status: In Compliance

Effective Dates: October 5, 2023 - April 5, 2024

Dear Alan Raven:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues Geo. Gradel Co. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for Geo. Gradel Co. to maintain certification status, Geo. Gradel Co. must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which Geo. Gradel Co. has agreed.

Sincerely,

Monica L. Womack

Chief



Mike DeWine, Governor

Lydia L. Mihalik, Detector

April 4, 2023

Alan Raven, ACCOUNTING MANAGER Geo. Gradel Co. 3135 Front Street Toledo, OH 43605

SUBJECT: Affirmative Action Program Verification (AAPV)

Effective Dates: April 4, 2023 - April 4, 2024

Dear Alan Raven:

A business desiring to participate in the State of Ohio procurement process must demonstrate to the Ohio Department of Development, Minority Business Development Division (MBDD) that the company has complied with all applicable federal and state affirmative action programs for at least the last year.

After careful review of the provided affirmative action documentation, MBDD has determined that Geo. Gradel Co. satisfactorily meets the requirements set forth in Section 125.111(B) of the Ohio Revised Code as is required for participation in the State of Ohio procurement process. This letter shall serve as the State's official certification.

Please note that the MBDD may conduct an audit of Geo. Gradel Co. affirmative action program to determine the company's continued compliance with Section 125.111 of the Ohio Revised Code.

As the Affirmative Action Program Verification indicates, the State of Ohio values diversity among its business partners and their employees and hopes to see them grow and prosper. Consequently, MBDD was delighted to be able to assist your company by approving your affirmative action program efforts. If you need any assistance or have questions about the Affirmative Action Program Verification, its objectives, or its operation, please contact the MBDD at 614.466.8380

Sincerely,

Monica L. Womack

Almer Homel

Chief

GEO. GRADEL CO.

GEO. GRADEL CO.

OWNER / CLIENT	PROJECT DESCRIPTION	FINAL CONTRACT AMOUNT	% COMPLETE T DATE COMPLETED	CONTRACT RELATION	ARCHITECT / ENGINEER	CONTRACT REFERENCE
MIDWEST TERMINALS 3518 ST. LAWRENCE DR. TOLEDO, OHIO 43605	FACILITY ONE DREDGING	\$188,000	100% JUN 2022	PRIME	IN-HOUSE	MARK HALL 419-787-7173
ES WAGNER 840 PATCHEN ROAD OREGON, OHIO 43616	MAT'I SUPPLIER AND MARINE EQUIPMENT RENTAL PERRY'S MONUMENT PUT-IN-BAY	\$720,801	100% MAY 2023	SUBCONTRACTOR	IN-HOUSE	MARK REITER 419-691-8651
USACE 1776 NIAGARA STREET BUFFALO, NY 14207-3199	ASHTABULA HARBOR DREDGING	\$736,980	100% OCT 2022	PRIME	IN-HOUSE	JOESPH KOLAT 216-685-1213
SCHIRMER CONSTRUCTION LLC 31350 INDUSTRIAL PARKWAY NORTH OLMSTED, OHIO 44070	CLEVELAND METROPARKS BOAT SLIPS DREDGE, PILE DRIVING, FLOATING DOCKS	\$743,500	100% DEC 2022	SUBCONTRACTOR	IN-HOUSE	BRETT IAFIGLIOLA 440-821-9123
ZENITH ENERGY 3900 ESSEX LANE HOUSTON, TX 77027	ZENITH MOBILE TERMINAL DOCK DREDGING	\$628,225	100% DEC 2021	PRIME	IN-HOUSE	JAKE CHAPMAN 312-358-8591
OWENS CORNING SALES, LLC 1 OWENS CORING PARKWAY TOLEDO, OHIO 43659	REPAIR SEAWALL	\$332,266	100% MAR 2022	PRIME	IN-HOUSE	BILL LONG 419-248-6454
DTE 3500 E. FRONT STREET MONROE, MI 48161	REPAIR SEAWALL	\$224,850	100% NOV 2021	PRIME	IN-HOUSE	JIALI LI 313-235-5081
USACE 1776 NIAGARA STREET BUFFALO, NY 14207-3199	INSTALL NEW STEEL SHEET PILING and REPAIR ROCK BREAKWATER	\$1,787,408	100% DEC 2021	PRIME	. IN-HOUSE.	TOM MULLENHOUR 216-685-1207
J.F. BRENNAN 818 BAINBRIDGE STREET LaCROSSE, WI 54603	EXCAVATION, SITE PREP, BARGE AND TUG RENT	\$1,506,839	100% SEP 2021	SUBCONTRACTOR	IN-HOUSE	LUCAS McCOY 608-519-5284
WALTER ZAREMBA 1780 E. CENTURY OAKS DRIVE WESTLAKE, OH 44145	FURNISH and INSTALL TOE and ARMOR ROCK	\$205,475	100% NOV 2020	PRIME	IN-HOUSE	WALTER ZAREMBA 216-533-4323
ODNR - DIVISION OF ENGEERING 2045 MORSE ROAD E-3 COLUMBUS, OH 43229	DEMPSEY FISHING ACCESS DREDGING MARBLEHEAD, OHIO	\$461,025	100% SEP 2020	PRIME	RMF ENGINEERING	KYLE RUHA 614-265-6977
THE SHELLY LIQUID DIVISION 101 MAHONING AVENUE CLEVELAND, OH 44113	DREDGING SHELLY'S CLEVELAND DOCK	\$125,000	100% JUL 2020	PRIME	IN-HOUSE	TRAVIS DELEON 216-781-9264
FIRST ENERGY CORPORATION 76 SOUTH MAIN AKRON, OH 44308	FURNISH and INSTALL ROCK BREAKWATER at DISCHARGE CHANNEL EASTLAKE, OHIO	\$1,452,435	100% DEC 2020	PRIME	IN-HOUSE	ROBERT DICOLA 330-255-1793

GEO. GRADEL CO.

OWNER / CLIENT	PROJECT DESCRIPTION	FINAL CONTRACT AMOUNT 9% COMPLETED	% COMPLETE DATE COMPLETED	CONTRACT RELATION	ARCHITECT / ENGINEER	CONTRACT REFERENCE
HLI RAIL & RIGGING 8900 EASTLOCH DRIVE SPRING, TX 77379	PROVIDE TUG and BARGE	\$138,000	100% NOV 2019	SUB	IN-HOUSE	SHELLY MAYNARD 215-350-6581
MIDWEST TERMINAL 3518 ST. LAWRENCE DRIVE TOLEDO, OHIO 43605	FACILITY 1 DREDGING	\$110,000	100% DEC 2019	PRIME	IN-HOUSE	DREW JOHNSON 614-323-8973
ODNR - DIVISION OF PARKS & REC 2045 MORSE ROAD E-3 COLUMBUS, OH 43229	NORTH BASS ISLAND STEEL RAMP REPLACEMENT	\$169,500	100% SEP 2019	PRIME	IN-HOUSE	PHILL MILLER 614-265-6511
KIRK BROS. CO., INC. 11942 W. US-224 ALVADA, OH 44802	PUT-IN-BAY, OHIO REVETMENT - EXCAVATION, GRADING and ROCK PROTECTION	\$181,755	100% July 2019	SUB	IN-HOUSE	JEREMY EVERHART 419-595-4020
THE RUHLIN COMPANY 6931 RIADGE ROAD SHARON CENTER, OH 44274	BULK TERMINAL MARITIME REHAB DREDGING AND OBSTRUCTION REMOVAL	\$236,800	100% MAY 2019	SUBCONTRACTOR	IN-HOUSE	RUSSELL GREGORY 330-239-2800
BOWIE - DANEY SHORELINE PROTECTION 2044 - 2030 DRIFTWOOD LANE OREGON, OH 43616	SHORELINE PROTECTION	\$113,340	100% Mar 2019	PRIME	IN-HOUSE	CRAIG BOWIE 419-351-9912
BBC CHARTERNG - VESSEL OFF LOADING JESSIE STREET DOCK TOLEDO, OHIO 43605	PROVIDE LABOR TO UNLOAD MATERIAL FOR IRONUNITS	\$311,912	100% Dec - 2018	PRIME	IN-HOUSE	IVO DAMMAN 713-668-4020
MONROE DTE 3500 EAST FRONT STREET MONROE, MI 48161	SEAWALL REPAIR	\$665,470	100% DEC - 2018	PRIME	IN-HOUSE	WILLAIM CASEY 734-384-7705
MIDWEST TERMINALS 3518 ST. LAWRENCE DRIVE TOLEDO, OH 43605	DREDGE APPROXIMATELY 20,000 CUBIC YARDS	\$202,710	100% OCT - 2018	PRIME	IN-HOUSE	BRAD HENDRICKS 419-698-8171
IRON UNITS LLC 200 PUBLIC SQUARE, STE 200 CLEVELAND, OH 44114	DREDGE AND DISPOSE OF 17,000 CY OF MATERIAL	\$165,900	100% OCT - 2018	PRIME	IN-HOUSE	RYAN PAWLINSKI 567-202-1332
ODNR MAUMEE BAY STATE PARK 1750 STATE PARK ROAD OREGON, OH 43616	INSTALL NEW PILING, REPAIR CONCRETE WALK, ABUTMENTS AND FLOATING DOCKS	\$625,376	100% DEC 2018	PRIME	IN-HOUSE	TED WELSH 614-265-6715

GEO. GRADEL CO.

OWNER / CLIENT	PROJECT DESCRIPTION	# COMPLETE # COMPLETE # COMPLETE # PINAL CONTRACT AMOUNT DATE COMPLETED	*** COMPLETE AT DATE COMPLETED	CONTRACT RELATION	ARCHITECT / ENGINEER	CONTRACT REFERENCE
ODNR CATAWBA ISLAND STATE PARK 4049 E MOORE'S DOCK ROAD PORT CLINTON, OH 43452	REMOVE AND REPLACE BOAT DOCKS AND CONCRETE RAMP	\$1,182,425	100% DEC 2019	PRIME	IN-HOUSE	KEITH VanDEUSEN 614-265-6715
GREAT LAKES CONSTRUCTION CO. 2608 GREAT LAKES WAY HINKLEY, OHIO 44233	REMOVE DAMAGED WOOD PILING	\$183,692	100% APR - 2018	PRIME		PAUL STANARD 330-220-3988
DTE 3500 Front Street Monroe, MI 48161	PHASE II SEAWALL REPAIR	\$308,114	100% APR - 2018	PRIME	IN-HOUSE	BILL CASEY 734-384-7705
PORT OF MONROE 10 PORT AVENUE MONROE, MI 48161	RIVER RAISIN MARINE TERMINAL WHARF	\$2,064,988	100% MAY - 2018	PRIME	JOHNSON & ANDERSON INC	PAUL LAMARRE 734-241-6480
U.S. ARMY CORPS OF ENGINEERS 1776 NIAGARA STREET BUFFALO, NY 14207	DREDGE WEST HARBOR CHANNEL	\$747,650	100% SEPT - 2018	PRIME	U.S. ACOE	Tyrone Palaganas 716-879-421
ODNR 1889 STATE ROUTE 163 PORT CLINTON, OHIO 43452	PORTAGE RIVER DREDGING PROJECT	\$336,185	100% NOV - 2017	PRIME	U.S. ACOE	MIKE WILKERSON 419-424-6855
U.S. ARMY CORPS OF ENGINEERS 1776 NIAGARA STREET BUFFALO, NY 14207	HURON HARBOR CDF - REBUILD WIER, INSTALL CONCRETE WALK, REMOVE TREES HURON, OHIO	\$459,424	100% APR - 2018	PRIME	U.S. ACOE	FRANK D'ANDREA 716-879-4232
PORT OF MONROE 10 PORT AVENUE MONROE, M! 4816	RIVER RAISIN MARINE TERMINAL DREDGING	\$842,737	100% MAY - 2017	PRIME	JOHNSON & ANDERSON INC	PAUL LAMARRE 734-241-6480
U.S. ARMY CORPS OF ENGINEERS 1776 NIAGARA STREET BUFFALO, NY 14207	FY 16 ISLAND 18 SITE WORK & STONE PLACEMENT ISLAND 18 CDF TOLEDO HARBOR	7 \$358,005	100% JAN - 2017	PRIME	U.S. ACOE	THOMAS MULLENHOUR 216-685-1207
NRG ENERGY INC 112 TELLY STREET NEW ROADS, LA 70760	INTAKE CHANNEL DREDGING 2016 AVON LAKE STATION POWER PLANT DREDGE APPROX. 20,000 CY	\$184,400	100% NOV - 2016	PRIME	IN-HOUSE	MIRIAM JONES 724-597-8092
CLEVELAND METROPOLITAN PARK DISTRICT 1410 FULTON PKWY CLEVELAND, OHIO 44144	EUCLID BEACH VILLA ANGELA SHORELINE IMPROVEMENT FURNISH & INSTALL CORE AND ARMOR STONE	\$375,000	100% JUN - 2016	SUBCONTRACTOR NERONE & SONS INC	KS ASSOCIATES	JOHN BENNETT
U.S. ARMY CORPS OF ENGINEERS 1776 NIAGARA STREET BUFFALO, NY 14207	PORT CLINTON HARBOR EAST JETTY REPAIRS OTTAWA COUNTY, OHIO	\$375,243	100% DEC - 2016	PRIME	U.S. ACOE	JOSEPH KOLAT 216-685-1213

Date: 10/04/22 - Tues

Flat Scow "717" 500 Tons

001023

ON1043140

1956

009122

4º Oiesel Pump - Gorman R 883557

Time: 07:41:20

GEO. GI BQUIRNENT Date : 10/04/22 - Tues

Time: 07:41:20

Description Serial Homber Search Equip. Description Serial Number Equip. Seam 000899 Mack Water Truck 1997 1M1AA08Y1VW009144 4000 001024 Deck Barge "Moby Dick" 87 ON578009 1952 000300 Kubota Rtv 4 Seater 900968 001025 Soud Barge Derrick # 1 ON503934 1945 000901 Jlg Telehandler G12-55A 0150054045 2013 001026 Spud Barge # 21 Derrick 2 0N956318 1924 001027 Norman G 000902 Ingersoll Rand 175 Air Co 32571 ON1269702 2016 Schramm 300A 001028 Deck Barge "King" 000903 Schramm R-107973 001029 Deck Barge Material # 17 000904 1929 000905 585E Forlift 17020196 001030 Deck Barge "Qb 101" V400 ForkLift 3FC05411 Deck Barge #114 New York 000905 001031 7410 John Deere Mower RW7410R036981 Deck Barge #351 0009907 00.1.032 800000 Rc60 Cat Forklift 001033 Deck Barge Greenie 2003 Wirtgen W100L Asphal 07.05.12031660.0473 ASPAHL ON274244 009909 001034 Dump Scort #32 550Cy 1957 Lay Mor 88 Broom 25246-001 0000310 001035 Dump Scow #33 550Cy ON270904 1956 4200 International Broom 1HTMPAFN47H358769 2007 000911 091036 Spud Barge "Relief" 90 To ON169061 1924 International 2400 Broom 2230135U203908 000912 001037 Dump Scow #281 290Cy ON271307 1956 000913 Indersoll Rand 85 Air Co 001038 Dump Scow #282 2900y 0N271308 1956 .000914 Steiger 270 Tractor Gr 143-00051 001039 Spud Barge "Mobro 2000" 1 0N613897 1979 000915 Ford 4000 Wheel Tractor 302588 BROOM 001040 Spud Barge "Mobor 2001" 1 ON625266 1980 000916 Rw196 Blaw Knox Road Wide 586001 001041 Barge "141" 1200Tons 170011 1928 Half Round End Dump Trail 30G1V3427NG000413 2021 001042 Barge "140" 1200Tons 000917 170010 1928 Gator Vibrating Grizzly 1998 001,043 Johnson Barge 000913 000919 2000 Waldon Sweepmaster 27893011 001044 Drill Barge 40x14 SPUD: Lay-Mor 6Hc Broom 000920 28589005 2003 001945 The Boat 0HZ71826B918 000921 Ice Vibro GREEN GREEN 001046 Dump Scow #3 2000y 1958 Derrick Barge 400 Tons Asphalt Distributor 29-14283R 000922 001.047 46 X 129 Spud Bare "Ark" 290 Tons 000923 Leeboy 8500 Paver 8500T-48294 001048 38 x 110 000924 H&M VIbro YELLOW YELLOW 001.049 Spud Barge 200 Tons 38 X 75 000925 Blaw-Knox Fp-5510 Paver 551029-68 001050 12Ft Flatbottom Boat Sonic Side Grip Hammer G 100353 16" Flat Bottom Boat 000926 2010 001051 RHL542911984 000927 001052 Material Barge 210 Tons 30 X 1.00 Drill Ecm370 Ingersoll Ra R9869BE DRILL 001053 Material Barge 210 Tons 30 X 100 000928 2007 3" Gas Pump Gorman-Rupp 846851 000929 Bobcat 5600 Buggy ABWILL1492 009100 Mighty Jake 318Hp 34Ft OV518990 1969 009101 2" Electric Sub Pump 001001 G-R 1208844 009102 3" Gas Pump - Tsurumi 0616230 001.002 Mighty Mike 200Hp 24 Ft .001.003 009103 3" Electric Sub Pump G-R Mighty John III 500Ph 44F ON1076925 1962 001004 009104 2" Gas Pump - Wacker 5212649 John Francis 1800Hp 75Ft ON298942 1965 2" Gas Pump - Tsurumi 001005 009105 0807100 001006 Josephine 500Hp 87Ft 1956 009106 3" Electric Sub Pump G-R 001007 George Gradel 2400Hp 84Ft 0N272543 1956 2" Electric Sub Pump G-R 009107 1131558 001009 270401507 1977 Monark Workboat 26' 009108 2" Electric Sub Pump G-R 001010 Bessie 8 500thp 52Ft 252213 1947 009109 Waterline Tester - Rice 001011 Mighty Jimmy 440Hp 54Ft 1945 ON248308 009110 4" Gas Pump - Gorman Rupp 639062 001012 Mighty Jessie 400Hp 61Ft ON538487 1954 009111 6" Diesel Pump - Gorman R 503727 001013 Pioneerland 900Hp 60Ft ON243809 1943 4" Diesel Pump - Gorman R 1127157 009112 2" Gas Pump - Tsurumi -001014 Prairieland 535Hp 51Ft 1955 ON270614 609113 1209497 001015 Timberland 300Hp 41Ft ON251131 1946 009114 4" Electric Sub Pump G-R 1177668N 001016 Derrick Boat "Crow" 1955 009115 16" Camel Back Pump ON276784 001017. ON171366 1931 009116 8" Diesel Pump 641675 Dump Scow #29 5000y 001018 ON925782 1937 009117 4" Diesel Pump Dump Scow #528 350Cy 001019 Dump Scow #529 350Cy ON925783 1937 009118 12" Straight Pump 6" Straight Tractor Pump 001.020 Drillboat "Int" ON168914 1924 009119 001021 Flat Scow "Clyde" 800Tons ON168680 1922 009120 16" Home Built Pump 001022 Flat Scow "G1-170" 600Ton ON292035 1956 009121 12" Camel Back Pump

GEO **EQUIPE** Date : 10/04/22 - Tues Time : 07:41:20 GEO. (EQUIPMENT Qate : 10/04/22 - Tues Fine : 07:41:20

11:20

GEO

EQUIPM

Equip.	Description	Serial Number	Search		Equip.	Description	Serial Number	Sear
000101	30-B B.E. Craile 35 Ton	117974	1957		000221	750 Ford Backhoe Gr	and the state of t	1979
000102	30-8 B.E. Crane 35 Ton	126901	1965		000222	755B Ford Backhoe	D1.00	4212
000103	30-8 8.E. Crame 35 Ton	129897	1968		000223	320 Cat Long Stick	9KK00161	1993
000104	Linkbelt Truck Crane 50	91.GH3445	1967	•	000224	916 Kobelco		2333
000105	2000C Lima	3566-1	1969		000225		C780028	1.938
000107	71B 8.E. Crane	131.996	1970		000225	4268 Cat Backhoe Gr	EK100220	1994
000108	8030 Linkbelt Picker	5819-200	1989		000227	225 Cat Excavator	5103260	1979
000109	30-B B.E. Crane 35 Ton	130497	1.968		000228	42.60 Cat Backhoe Gr	6XN03625	1998
000110	38-8 B.E. Crane 75 Ton	121781	1960		000229	2360 Cat Excavator Gr	8KJ00155	1993
000111	61-B B.E. Crane 75 Ton	128672	1967		000230	235C Cat Excavator	5AF00088	1988
000112	30-B B.F. Crane 35 Ton	131823	1970		000231	315Bl Cat Excavator Gr	3AW01017	1998
000113	388m B.F. Crane 42 Ton	132547	1970		000232	6644-7 Koehring Excavator		1991
000114	9				000233	245 Cat Excavator	95400866	1980
000115	0		₹		000234	3300 Cat Excavator Gr	CAP00420	2002
000116	25 Bucyrus Erle Crane	125468	1964		000235	0		m4 • m
000117	10-B Bucyrus Erie Crane J				000236	320 Cat Excavator Gr	PAB05435	2006
.000118	38-B B.E. Crane	132546	1970		900237	235 Cat Excavator	32KØ4166	1985
000119	15-8 Bucyrus Erie Crane		. 1		000238	33001 Cat Excavator Gr	0DKY03479	2005
000120	3900 Manitowac 100 Ton	39692	1967		000239	416C Cat Backhoe Gr	1WR04398	1999
000121	3000 Manitowoc 50 Ton	3257			000240	32101 Cat Excavator Gr	0MCF00682	2005
000122	L820 Lorain 65 Ton	27874	1966		000241	303Cr Cat Excavator Gr	CDMA05150	2006
000123	30-B Bucyrus Erie Crane	126616	1.965		000242	0		
000124	88-B Bucyrus Erie Crane	t39289	1979		000243	320Cl To Cat Excav Gr	0PAB06411	2006
000125	Tm400 Grove Truckcrane	5/046	1970		0002.44	Kobelco Sk80 Gr	LF05-04300	2009
000126	308-Hd B.E. Crane	126896	1965 :		000245	3050 Cr 2 Cat Excavator G		2011
000132	Be Truck Crane 60Tn	128722	:		000246	225 Cat Exc/Gen/Mag	5113273	1979
000133	Rt48 Grove Truck Crane	36286	1976		000247	2258 Cat Excavator	27000800	1987
000134	375Bc American Crane 20To	949	1969		000248	290 D John Deere Excavato		40.41
000135	388 B.E. Crane 35 Ton	51073	1947		000249	345 Ol Cat Excavator Gr	0RAJ00387	2011
000136	38Bs B.E. Crane 50 Ton	124334	1963		000250	Kobelco Sk250Vi Gr	1109-01268	2006
000137	38Bsii B.E. Crane 50 Ton	124856	1963		000251	308E Cat Excavator Gr	TMX00759	2013
000138	888 B.E. Crane 100 Ton	118307	1957		000252	4470 Telescoping Excavato		
000139	660 PSH Truck Crane	24026	1961		000301	D&K Cat Dozer	77\14763	1980
000201	308 Cr Cat Excavator	00801825	2020		000302	D8K Cat Dozer	77V1.62.10	1980
000202	336Fl Cat Excavator	ORKB2.1339	2018		000303	550 G Case Rubber Track G		1999
000203	305EZ Cat Excavator Gr	CH5M01912	2016		000304	DGR Cat Dozer Gr	ADE001.75	2003
600204	166 Koehring (Piggy)	60845	1979		000305	D6C Cat Dozer Gr	10K74306C	1963
000205	375 Cat Excavator Gr	01.1/100394	1998		000305	D6D Cat Dozer	4X5194	1975
0000206	33501 Cat Excavator Gr	0W3K00413	2009		000 307	DSK2 Cat Dozer Gr	OKYY00976	2014
.000207	4300 Cat Backhoe Gr	BML03512	2003		000308	D7G Cat Dozer	92V13015	1987
000208	2458hl Cat Excavator	941.00733	1985		000309	Td-8 International Dozer	44200150010143	1985
600269	1066 Koehring Excavator	19107	1930		000310	D8T Cat Dozer	KPZ02873	2006
000210	0				000311	D9G Cat Dozer	66410647	1971
0000211	225 Cat Excavator	5104373	1981		000312	D8N Cat Dozer	5TJ75007	2008
000212	32901 Cat Excavator	PHX02063	2009		000313	Td-15E Dresser Dozer	8132	1988
000213	4300 Cat Backhoe Gr	0BNK07294	2006		000314	D5C Cat Dozer	6P30076	1993
000214	235 Cat Excavator	32K1642	1978		000315	850 D Case Dozer Gr	JAK0001889	1988
000215	566 Koehring Excavator	20090	1983		00031,6	D8H Cat Dozer	46A-1 3991	1966
900216	166 Koehring Excavator	69650	1978		000317	Td-12C Dresser Dozer	20630	1993
- 000217	Cx75Sr Case Excavator Gr	DAC071298	2005		000318	D8K Cat Dozer	77\ 2 537 +	1975
000218	Pc1000 Komatsu Material H		1997		000319	9		and t
000219	792 John Deere Excavator		1987		000320	850G Case Dozer Gr	JJ60217162	1994
000220	755A Ford Backhoe Gr	C748814	1985		00032.L	0		-
					and an allegate	-		

Date : 10/04/22 - Tues Wine: 07:41:20

GEO. C EQUIPMENT

Date: 10/04/22 - Tues Time : 07:41:20

GEQ EQUIPM

Equip.	Description	Serial Mumber	Search	Eq
000322	0	(000
00032,3	550E Case Dozer Gr	JJG0214815	1999	00
000324	0		:	000
000325	O5H Cat Oozer	8RC001148	1987	00
000326	D6H Lgp Cat Dozer With Ca		1993	000
000327	DGH Lgp Cat Dozer-Canopy		1996	00
000328	DSCxl Iii Cat Dozer Gr		1998	90)
000329	DSM Lgp Cat Dozer	03CR00307	1997	00
000330	850H Lgp Case Dozer Gr	JJG0296659	2003	966
000331	0			00
000401.	980 C Cat Loader	63X05493	1984	900
	1770 Bobcat Skid Loader G		2020	00
000403	977 Cat Loader	11K3301	1971	000
		76J1352	1968	90
000405				000
	2990 Cat Skid Loader Gr	GTCM0302	2013	60
006007	544 John Deere Loader	999616T	. 2,000	00
ananaa	544 John Deere Loader 977 Cat Loader	11K6778	1974	80
000409	988 Cat Loader	8700600	1976	
MORALO	988 Cat Loader 988 Cat Loader	11K6778 87A9699 87A4§76	1971	00
ONDALI ONDALI	938 G Cat Loader Gr	0/145/0	2007	90
000411	262 D3 Skid Steer	707000707	2022	00
	966A Cat Lift W/ Forks		1961	90
			ž į	900
	930H Cat Loader Gr		2010	90
000415		TIME ALCO	1005	901
	990 Cat Loader	7HK00168	1995	00
0000417		OSVIDOTO	1976	000
	763 Bobcat Skid Loader Gr		1994	00
	983F Cat Loader		1996	00
		63X07873	1988	90
000421				00
	.5850 14 Bobcat Skidloader		2.018	90
	9660 Cat Loader	76J11750	1976	90
7-1	의 경영 전 경영 등 경영 기계 기계 경영 등 기계	87A889	1966	00
		87A9788	1976	00
000426		504994	1997	90
- A R. W. Market - Miles of the Party in such in war	9888 V43 Forks	62Y00682	1989	900
000428		076J03462	1970	90
		87A8436	1975	990
1.00		04YG00909	1991	00
000431		36701011/004200	1988	00
000432	930K Cat Loader	RHN01.787	2013	00
	S185 Bobcat Skid Loader G	519035489	2003	90
000434	9888 Cat Loader	50M09R90	1989	00
000435	9888 Cat Loader	50W00966	1997	90
900436	966F Ii Cat Loader Gr	ISLA1866	1996	00
000437		7MJ00338	1994	90
600 438	1770 Bobcat Skid Loader G		2016	00
000439		04700139	1980	90
00050j	815 Cat Sheepfoot Roller		1981	90
000502	0	- 1000	described.	00
	400 Raygo Roller - E.O.	1800169		90
000503				

Equip.	Description	Serial Number	Sean
000505	0		
00050 6	220A Raygo Roller	V010740211	
000507	815 Cat Sheepfoot Roller	917201	1971
000508	Cs563E Cat Roller Gr	0CNG01030	2905
000509	0		
000510	825 Cat Compactor	431480	1970
000511	400A Raygo Roller	0160593	
000512	224C Cat Vibratory Roller	3AL01339	2002
000513	Asphalt Roller		
000514	30" Roller Srhi50	SRH7764	
000515	0		
000516	Dd-24 Ingersoll Rand	1.85033	2005
000517	400 Raygo Roller		1968
000518	Cp 563F Cat Roller Gr	OCNT01286	2006
000519	Cat Cs56B Roller	0L8H00776	2014
000520	Wacker Neuson Rtsc3 Vib F	R 24232946	2015
000601	613 Water Wagon Gr	8LJ02217	2001
000602	0		
000603	0		
000604	613 Cat Scraper Pan	384472 8	1977
000695	613 Cat Scraper Pan	7.1M3966	1976
000606	0		
000607	0		
000 508	0		
000609	9		
000610	0		
000611	9		
000612	613 Cat Water Wagon	3814/352	5000
000513	Ts-14 Terex Water Wagon	58090	7900
000614	627 Cat Scraper	15501215	1979
000615	627B Cat Scraper	14500190	1975
000616	0		40.00
000617	o o		
000618	Ø		
000619	0		
000620	627 Cat Scraper	68400841	1,973
000621	627 Cat Scraper	68M00837	1973
000622	627 Cat Scraper	68142332	7310
000623	Ø	OCH ROCKE	
000624	637 Cat Scraper Pan	65M00261	1972
000625	637 Cat Scraper Pan	65M00210	1971
000701	Galion Grader 7-800	7.46Z	T31.7
000702	Galion Grader 320	- 102	
000703	Fg65C Grader	85SØ5292	
900704	Galion Grader T500	3179	1000
000705	8	ari a	1968
909796	Cat 16-G Grader	93102000	1001
000707	Cat 10-0 Grader		1981
		5N96U2596	1977
900708	Cat 12-G Grader Gr	61M1.1926	1985
000789	F350 Red 2006	1FTW/33P05ED13225	DUMP
000790	Cat 350E Haul Truck	9LR00543	1998
000791,	Cat D350E	2XW00177	35 T
000792	Ford F350 Super Outy	1FDWP36F8XEF00907	SHIF

Date : 10/04/22 - Tues

Time : 07:41:20

GEO. E

Date: 10/04/22 - Tues

Time: 07:41:20

Description Serial Number Forip. Search Description Egyáp. Serial Number Sear 000793 2500 Chevy White 2020 1600HLE78LF242316 MOHN Terex Ta30 000846 A7751292 000794 Ford F250 2015 White 1FT7X2A65FEC92250 ST.JOH 000847 Ford F250 2008 1FTSX20538EE55144 BP 000795 7738 Haul Truck 63400844 1981 000848 Tahoe 2015 1GNSKBKC7FR597715 KENN Cat D350E Haul Truck 000796 9LR00612 1998 000849 3500 Chevy Truck 2003 1GRJC34UX3E2125763 WELD Chevy C8C 2005 000797 1GVP8C1C25F500106 SALT 000859 F250 White 2015 000798 LFT7X2A62FEB50874 ROY B Intl Boom Truck 1989 000861 JHTLCZWPØKH61,925J **BOOM** F250 White 2014 000799 1FD8FZA69EEB82082 SAAM Cat D350E Haul Truck 1998 9LR00607 0000552 35 Ti 000800 F250 2008 1.FTSH20568EA94396 OUARRY 000853 Ford F150 2008 Black 1FTRF12W980096300 WOOD 000801 1994 talbert drop deck 40FL0482XR1011005 000854 16KKRFK\$86J314771 000802 Omc Acadia 2016 FIELDS 000855 Ford Escape 2009 1FMCU03639KA15616 BP C 000803 Tractor/Talbert Trailer 100TN 000856 Euclid R-50 3011d 66289 000804 Dodge 3500 Quad Silver 307ML48A47G813897 SANDWI 000857 Cat 03500 9FR445 35 T 000805 Gnc 3500 1987 1G0JR34J0H522238 WATERT 000858 F650 Xlt 2005 3FRNF65H96Y112160 PHIL 000806 Chevy 350 Gas 2005 1GBJK34U15F288073 PLOW 000859 2500 Chevy 2011 16020X069B7237019 BP C 000807 Ford F150 White 2013 1FTEX1CHXDF835931 MISC 000860 Chevy White 2500 2021 16C4YME75MF300935 HOHT 000888 F450 Flatbed 2005 1FDXW/6F15FC12310 TRC 000861 Chevy 2500 2017 1GC2KUEG2HZ210008 HOLL 000809 Euclid 5 U.D. End Dump 60-E1-792 15 TON Ford Escape 2010 Blue 000362 1FMCU9D71AKA44969 PETR Chevy 2500 White 2020 000810 10C4YLE7XLF169820 YOUNG Ford Super Duty 2005 000863 JFDXX46P25ED07438 SMIT 000811 Talbert Trailer 2008 40FSK53348L029784 F750 Mechanic 2008 000864 3FRWF75T08V695929 MINK 000812 1600 Kenworth Send 1XKAÜR9X3NU569959 1992 Ford F800 1998 000865 1FDNF80C8NVA31.727 DAY1 000813 F350 Diesel 1999 Plow 1FTSX31F3XED49638 TRC 000866 Cat 0350C Haul Truck 8XC902.72 35 T 000814 Euclid R-35 74Td 51641 35 TON : 000867 Cat 3500 Haul Truck 9RF355 35 1 000315 Peterbilt 369 Tractor 201 1XPXP4EX3GD346603 000868 Ford F150 2001 1FTRW07W11K072162 BP 0 000816 Terex 74Td End Dump C1671 35 TON Chevy 2500 2018 Silver 000869 1GC1CUEG13F185120 MOOL 000817 Chevy 2509 2017 1GC2KUEGXHZ298340 DWIGHT 000870 Chevy 1500 2016 3GCUKR2C7GGL01755 MOON Euclid R-35 300Td 69605 818900 Peterbilt Water Truck 199 1XPFDU8X2VN436896 000871 40000 000819 2003 White Dodge 1500 Far 107HU180X3J579958 TRC 000872 Chevy 1500 2014 1GCRCREC2E7129432 PCHIL. 1997 F800 Dump Truck 000820 1FDXF80EZVVA08808 WHITE 000873 Cat 740 B1P00591 200€ Gmc Stake Truck 000321 MICH77259 OUARRY 000874 Ford F550 2020 1FDUF5GN5LEC12863 J BC 2015 Tahoe Lt 00/0822 1GNSKEKC1FR579629 GREG 000875 Cat 740 B1P01098 200€ Ford F150 2009 White 1FTRF12W29KB72187 000823 000876 Terex 3309 End Dump 68110 000824 Chevy Blue 1500 2021 3GCUYAEF7NG287304 CATHY 000877 F450 2001 1FDXF47FX1ED00885 SALT 000825 Chevy 3500 Flatbed 2017 1GH3CTCGXHF151713 CRUZ Ford L8000 Dump Truck LFDXR8E4VVAL6638 9000878 1997 000826 Gmc Yukon XI. 1GKS2KE36BR224927 SR 000879 Ford Water Truck 00982.7 2012 Freightliner Cal25Oc 1FUJGEDR7C38R7839 000880 1500 Chevy 2022 1GCUYEEL3NZ216714 **JOKI** 000828 Mack Rolloff Truck . -1M2B209C7XM024438 ROLLOF 000381 TEREX TA30 Gr TA7751012 000829 Dodge 2500 2009 307KR28A18G237018 QUARRY 0008832 Ø 000630 Ford Ln7000 Dump 1FD7R72C7VVA27100 SALT 000883 1500 Chevy 2017 1GCRCRECXH2146242 YAR 000831 FORD SINGLE AXLE 2004 3FRXF76464V589670 BP ASP Ford Water Truck 1975 0000884 Y890VV91098 2500 000832 Chevy Equinox 2018 3GNAXJEV3JS573549 MORRIS 000895 Chevy Silver 2500 2021 16C2YLE71MF258233 MAR(000833 Ford F350 2008 Dumo 1FDWM36Y8EA70356 HITE 000886 F250 White 2014 1FDBF2AS0EEA93551 JOHN 000834 Ford F150 2008 1FTRX12998FA19116 000887 Cat 7730 Haul Truck 7ER00407 199; 000835 Ford F800 Distributor Tru 1FDXX84A0NVA01732 1992 000833 2016 2500 Dodge 3C5LR5KL66GL44404 SR 000836 Euclid R-50 305Ld 72741 000889 Ford F150 2008 Elack 1FTRW12W38KC50913 BP (000337 Cat 03500 SRF444 35 TON 000890 Ford F150 2008 Black 1FTRW12W83FB94041 BP (Single Axle 000838 100M7H1J6TJ502086 Ford F150 2008 Silver 000891 1FTRW12W58FA37809 BP (000839 Euclid 5 U.D. 60-E1-529 15 TON Ford F150 2007 White 000892 1FTRF12W17KC32991 892 000340 4V5DC9GG44N353972 Volvo Rolloff Truck 2004 000893 Ford F250 2008 1FTSX21R98FD35821 MULI 000841 Euclid R-35 74Td 51642 35 TON 000894 Cat 740 B1P00829 200£ 000842 Terex Ta30 Gr A8941274 2007 35 1 000895 Cat 0350E Haul Truck 2000 2XW00258 000843 F750 Mechanic 2007 3FRWF75S97V474187 SHIFFE 000896 000844 a 000897 Cat D350E Hau). Truck Gr 9LR00486 000845 Military Water Truck 2393740 WATER 1000838 Ford F-550 2000 1FDAF5679YEE41190 WELL

GEO **EQUIPM**





January 23, 2023

Re: Geo. Gradel Co.

To Whom It May Concern:

Western Surety Company, is licensed to transact business in Ohio, and is listed on the Federal Treasury List of Approved Sureties. Western Surety Company has an A.M. Best Rating of "A" (Excellent) with a Financial Size Category of (XV).

The undersigned has written bonds for Gradel since September, 2009, and has bonds placed through Western Surety Company. During this time we have approved bonds in excess of \$7,000,000 with backlogs approaching \$15,000,000 Geo. Gradel Co.is in good standing with Western Surety Company. They are a valued client and our experience with this contractor has been excellent.

This letter is not an assumption of liability, nor is it a performance bond. We have issued it only as a bonding reference requested by our client. The approval of bonds are a matter between Geo. Gradel Co. and Western Surety Company and are subject to applicable underwriting considerations including acceptable contract terms and bond forms, confirmation of satisfactory financing, and a favorable review of current underwriting information at the time of the bond request.

We are proud to recommend this fine organization to you. Should you require additional information regarding Geo. Gradel Co. bond program please feel free to contact me at 419-254-2402.

Ronald J. Carter, CPCU, AFSB, ARM, CRIS

Bond Manager

Best Regards

carter@knightinsurance.com



Keith Faber Ohio Auditor

Certified Search for Unresolved Findings for Recovery



88 East Broad Street Post Office Box 1140 Columbus, OH 43216-1140

> (614) 466-4514 (800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: **geo. gradel co.**Date: 11/17/2023 8:28:15 AM

This search produced the following list of 6 possible matches:

Name/Organization	Address
George, Cecelia	1405 East 94th Street
George, Katherine	
George, Willie	
George Washington Carver Preparatory Academy	11260 Chester Road, Suite 260
George Washington Carver Preparatory Academy	2283 Sunbury Road
George-Zwack, Rebecca	23200 West 23rd Street

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(F)

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

MAINTENANCE DREDGING **HURON BOAT BASIN**

Furnish all labor, equipment, materials, and transportation for dredging approximately 2.54 acres of the existing boat basin to a proposed dredge depth of -8 LWD, 561.2 IGLD 1985 and placement of dredged materials inthe prescribed placement areas.

Base Bid: Removal of 10,000 cubic yards of material from the Huron Boat Basin. The dredged material will be placed into the approved open-lake disposal area centered at approximately 3 statute miles due north of the Huron Harbor Light.

Bid Alternate 1: Removal of up to 5,650 additional cubic yards of material from the Huron Boat Basin and placement into the approved open-lake

disposal area.

The Contractor shall be responsible for any damage to the floating docks, anchor piles, gangways, and utilities that occur during relocation for dredging operations. Bid Item 4 is an Allowance for additional repairs to the docks, as directed by the Owner. Work under the Allowance shall not be performed and will not be paid unless directed by the Owner. Work will be billed to the Allowance on a Time and Materials basis.

ITEM NO.	SPECIFICATION	ITEM DESCRIPTION	VTO	LIND	TINO	
	SEC.		ŕ		PRICE	ITEM TOTAL
Base Bid						
1	01 71 13	Mobilization	-	ST		\$30,000,00
2	35 20 23	Temporary relocation of floating docks, anchor piles, gangways and utilities.	-	S		\$52.480.00
8	35 20 23	Dredging, transport and placement of dredge material	10.000	ò	\$14.95	\$149,500.00
4	Allowance	Allowance for Dock Repairs directed by Owner	_	r _S	\$50,000	\$50.000
			Total for Base Bid:	Base Bid:		\$281,980.00
Additive Bid Item 1	i Item 1					
5	35 20 23	Dredging, transport and placement of dredge material	5,650	λS	\$14.95	\$84.467.50
			Total Additive Bid	itive Bid		84,467.50

Addendum #1 Dated November 14, 2023 Acknowledged

Total Project Cost:

\$366,447.50

Huffman Equipment Rental, Inc.

CONTRACTOR NAME

SIGNATURE

Michael Huffman - President PRINTED NAME

11/17/23

DATE

1662 East 361st St. Unit #10 huffman2770@aol.com ADDRESS Eastlake, Ohio 44095 (440) 951-2770

Selective Insurance Company of America 40 Wantage Avenue Branchville, New Jersey 07890 973-948-3000

Bond No. B 1296115

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That		Huffm	an Equipment Rental, Inc.		
	1662 East 361st Str			`	ed the Principal)
	ipal, and the SELECTIVE				
	of the State of New Jersey				called the Surety),
	y, are held and firmly bound	d unto <u>City of Huror</u>	- Office of the City Manager -		11 1.1 01.11
	treet Huron, OH 44839	00.00		(hereinafter	called the Obligee)
		00 % Percent of T			Dollars
(\$	100 %) good vell and truly to be made, t		of the United States of A		
	rators, successors and assign				ir neirs, executors,
acminist	rators, successors and assig	gus, jointry and set	relatiy, thiniy by these pre	Actitis.	
Signed,	sealed and dated this	15th day of	November	A.D.	
THE CO	ONDITION OF THIS OB	LIGATION IS S	UCH, That, if the Obligee	shall make any award	within 60 days to
	Soat Basin maintenance Dre	dging			
	ng to the terms of the propo				
	o a contract with the Oblig				
	the faithful performance				
	of failure so to do, pay to the				
force an	g the penalty of this bond,	, men mis oongan	on shan be nun and void;	omerwise it shan be	and remain in 1011
TOICE and	u eneci.				
When th	is Bond has been furnished	to comply with a s	statutory, regulatory or other	er legal requirement in	the location where
	struction is to be performe				
	ent shall be deemed delet				
	uirement shall be deemed		ein. The intent is that this	Bond shall be constr	ued as a statutory
bond and	l not as a common-law bon	d.			
r m .:	wa ca n	1 10 1	1.1	11 ' 1 1 1	1
in Testin	nony Whereof, the Principa	u and Surety have	caused these presents to b	e duly signed and seal	ea.
			Huffman Equipment R	lental, Inc.	
WITNE	SS:			1	, PRINCIPAL
Kal	Aloos		MI		
1/00	arrivers	By:			(SEAL)
(1	f individual or firm)		Michael Huffman - Pro	esident	
ATTEST	Γ.				
WIIESI	01 %				
1	ane soll				
(If Corporation)	==			
,	- •				
	THE ANCE C	OWNER			
	ORPO!	SELECT	TVE TYPURANCE COM	YANY OF AMERICA	A, SURETY
	当 192	D	www (ye	lay	
	* JE	ву:	<i>U</i>	Attornay in	-fact
			Micha	iel J Perry, Attorney-in	-iact



Selective Insurance Company of America 40 Wantage Avenue Branchville, New Jersey 07890 973-948-3000

BondNo.B 1296115

B91 (4-14)

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint Michael J Perry

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings
and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully
as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or
penalties not exceeding the sum of: 6000000

-		
Signed this 15th day of	November , 2023	
		SELECTIVE INSURANCE COMPANY OF AMERICAN
		By:
		Its SVP, Strategic Business Units, Commercial
STATE OF NEW JERSEY	Y:	*
	:ss. Branchville	
COUNTY OF CHECKY		

COUNTY OF SUSSEX

On this 15th day of November 2023 before me, the undersigned officer, personally appeared Brian Gu Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the composition by him as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

> Charlene Kimble NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES 6/2/26

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION	MANCE COMPANY
I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.	0
Signed this 15th day of November, 2023.	SEAL 1926
Whichart 1255/2	JERSE T
Michael H. Lanza, SICA Corporate Secretary	*

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

HURON BOAT BASIN MAINTENANCE DREDGING FOR

CITY OF HURON
330 MAIN STREET, HURON, OHIO 44839

PREPARED BY:



KS Project #18031-1

KS Associates, Inc. Civil Engineers + Surveyors 260 Burns Road, Suite 100 Elyria, Ohio 44035 P 440 365 4730 P 419 239 5935

www.ksassociates.com

OCTOBER 2023



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DRAWINGS AND BID ITEMS REFERENCE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, CONSTRUCTION AND MATERIAL SPECIFICATIONS, JANUARY 1, 2019.

ATTACHMENTS

EJCDC NO. C-700 STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION

CONTRACT

EJCDC NO. C-520-2013 AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR

CONSTRUCTION CONTRACT (STIPULATED PRICE)

U.S. ARMY CORPS OF ENGINEERS PERMIT

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

1. DEFINED ITEMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EJCDC No. C-700) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a subbidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (based on Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids). The term "Owner" refers to the City of Huron, Huron, Ohio.

2. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS

Copies of complete plans and specifications are available at KS Associates, 260 Burns Road, Suite 100, Elyria, Ohio 44035. Electronic copies in pdf format can be requested by email to cencerm@ksassociates.com.

3. BID DEPOSITORY

Hand carried bids must be deposited, prior to the time set for submittal of bids, at the office of the City Manager, Huron City Hall, 417 Main Street, Huron, Ohio 44035.

4. PLACE OF BID SUBMITTAL AND OPENING

Bids shall be submitted to the City of Huron at 417 Main Street, Huron, Ohio 44035, no later than 2:00 p.m. on Friday, November 17, 2023.

5. ARITHMETIC DISCREPANCIES

- 5.1. For initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:
 - 5.1.1. Obviously misplaced decimal points will be corrected,
 - 5.1.2. In case of discrepancy between unit price and extended price, the unit price will govern.

6. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the Engineer of all conflicts, errors or discrepancies in the Contract Documents.

7. PRE-BID SITE VISIT

A Pre-Bid Site Visit will be held at 11:00 AM on Monday, November 13th, 2023 at the Huron Boat Basin 330 Main Street, Huron, Ohio. The Engineer is Mark Cencer P.E., of KS Associates, Inc., 260 Burns Road, Suite 100, Elyria, OH 44035, phone: 440-365-4730 ext. 395; email: cencerm@ksassociates.com.

8. COMPLETION TIME

All contract work shall be completed by Monday, April 15th, 2024. A waiver of in-water work restrictions will be required from the Ohio Department of Natural Resources prior to the performance of any work between April 15 and June 30.

9. GENERAL CONDITIONS

EJCDC Document No. C-700, "Standard General Conditions of the Construction Contract", shall be a part of this contract.

10. CONSTRUCTION CONTRACT

EJCDC Document C-520-2013, "Agreement Between Owner and Contractor For Construction Contract (Stipulated Price)", shall be completed and signed by the Owner and Contractor who is awarded the contract and shall become a part of this contract.

11. SOLICITATION DEFINITIONS - SEALED BIDDING

- 11.1. "Offer" means "bid" in sealed bidding.
- 11.2. "Solicitation" means an invitation for bids in sealed bidding.

12. ACKNOWLEDGMENT OF AMENDMENTS TO INVITATIONS TO BID

Bidders shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment, (b) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, or (c) by letter or telegram. Owner must receive the acknowledgement by the time and at the place specified for receipt of bids.

13. SUBMISSION OF BIDS

- 13.1. Bids and bid modifications shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the project name, and the name and address of the bidder.
- 13.2. Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice, if such notice is received by the time specified for receipt of bids.

14. EXPLANATION TO PROSPECTIVE BIDDERS

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing a minimum of 72 hours prior to the bid opening to allow a reply to reach all prospective bidders before submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

15. PREPARATION OF BIDS - CONSTRUCTION

- 15.1. Bids must be submitted on the forms furnished by the Owner or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.
- 15.2. The bid form may require bidders to submit bid prices for one or more items on various bases, including:
 - 15.2.1. Lump sum bidding,
 - 15.2.2. Alternate prices,
 - 15.2.3. Units of construction or
 - 15.2.4. Any combination of subparagraphs (1) through (3) above.
- 15.3. If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- 15.4. Please be advised this is a prevailing wage contract.

16. CONTRACT AWARD - SEALED BIDDING - CONSTRUCTION

- 16.1. Owner and the Engineer will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to Owner.
- 16.2. Owner may reject any or all bids and waive informalities or minor irregularities in bids received.
- 16.3. Bids shall be valid for a period of 90 days after bid opening.

END OF SECTION

CITY OF HURON HURON BOAT BASIN MAINTENANCE DREDGING

BID DATE:

November 17, 2023, at 2:00pm

DATE OF ADDENDUM:

November 14, 2023

ADDENDUM NUMBER:

01

TO THE DRAWINGS AND SPECIFICATIONS FOR:

HURON BOAT BASIN MAINTENANCE DREDGING

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.

RESPONSES TO QUESTIONS FROM BIDDERS

1. Please provide any available photos of the docks, dock connections, utility connections, telescoping anchors, etc.

Response: Photos are available at:

https://drive.google.com/drive/folders/18JQZKiX6uswYVCxkiJv7L8ZjvY Fg - c?usp=drive link

2. Please provide any schematic drawings available of the telescoping anchors.

Response: KS reviewed available files from Matrix Engineering Inc. and could not locate record drawings of the telescoping anchors. Record drawings are not available.

3. Will the City release a copy of the plan holders list?

Response: The following firms have requested copies of the bid documents:

- Builders Exchange
- Construct Connect
- Geo. Gradel Co.
- Huffman Equipment Rental & Contracting, Inc.
- Littoral Services, LLC
- PWXPress
- Ryba Marine Construction Co.
- Veit

4. Is there an engineer's opinion of probable cost?

Response: An engineer's cost opinion of probable construction costs is not available.

5. Is the in-water work waiver going to be handled by the city or does the contractor need to obtain?

Response: The City of Huron has applied for a waiver of in-water work restrictions. The request is under review by the ODNR Division of Wildlife.

6. Are there any as-built drawings of the existing docks and pilings?

Response: KS reviewed available files from Matrix Engineering Inc. and could not locate record drawings of the existing docks or pilings. Record drawings are not available.

7. Is the \$50,000 allowance for the owners use for a third party contractor or will the winning contractor be performing the dock repairs?

Response: The intent of the allowance is for the winning contractor to perform the dock repairs, if directed by the owner. The contractor may utilize subcontractors to perform the work at their discretion.

8. Is the project funded by the America Rescue Plan, Stimulus Money, or Build Back Better Plan?

Response: No federal funding will be utilized for the project.

END OF ADDENDUM

Preparer: KS Associates, Inc.

ATTACHMENTS

None

Acknowledged;

Huffman Equipment Rental, Inc. By Michael Huffman - President

Date November 17, 2023

Huffman Equipment Rental & Contracting Inc.

1662 East 361st St. • Unit #10, Eastlake, Ohio 44095 • (440) 951-2770 • Fax (440) 951-2797

E-mail huffman2770@aol.com

MAJOR OWNED EQUIPMENT LIST

PILE DRIVING

<u>Crawler Cranes</u> 1992 LS 108 (50 ton) 2011 Terex HC-60 (60 ton) 2005 CK 850II (85 ton)

Rough Terrain Cranes Grove RT522B (22 ton) Galion 150A (15 ton) (2) Galion 150F (15 ton)

Hammers
Air Hammers
Vulcan 50-C (15,100 ftlbs)
Vulcan 0-6 (19,500 ftlbs)
Conmaco 80-C (26,000 ftlbs)

Diesel Hammers
Delmag D19-42 (48,500 ftlbs)
MKT DE 30/20B (23,800 ftlbs)

Vibratory Hammers
MKT V5C (53 ton driving force)
MKT V5E (53 ton driving force)
MKT V-20B (98.5 ton driving force)
APE 200T (201 ton driving force)

SITEWORK

CAT D4G, D5K2, D6R Dozers T-500 Galion grader IR SD115D Vibratory Compactor HAMM 2410SD Vibratory Compactor New Holland LS170 Skid Steer Komatsu SK 1026-5n Skid Steer Komatsu CK30-1 Skidsteer

MARINE WORK

Tugs

"Benjamin Ridgway" 50'

"Paddy Miles" 48'

"Bert Huffman" 38''

"Mojave" 30'

"Tom Huffman" 26'

"Michaela Huffman" 26'

"Monarch" 24'

Barges

"975" (Loadlined, deck/spud) 135' x 35'

"Army" (deck) 125' x 35'

"D-1" (spud) 79' x 34'

"Jessie" (spud) 32' x 50'

EXCAVATION EQUIPMENT

PC 750 Excavator
PC 650 long reach Excavator with grapple
PC 650 Excavator with grapple
(4) PC 450/490 Excavators with grapple
(2) PC 350/360 Excavator with grapple
PC 238 Excavator
PC 55 Excavator
Texoma 700 Crawler Drill Rig
988 Wheel Loader
WA 380 Wheel Loader
WA 420 Wheel Loader
WA 470 Wheel Loader
(4) D350E Articulated Dump Trucks
8 Tractors with 20 ton Stone Dump Trailers

DREDGING

Hydraulic Clam Shell & Orange Peel for Excs. Clam Shell & Dragline Buckets for Cranes 3-75 CY Bottom Dumping Scows 1-130 CY Bottom Dumping Scow 25. TITLE AND LOCATION (City and State)

Painesville Twp - Lake County Raw Water Pump Station Lake County, Ohio

26. YEAR COMPLETED

DESIGN (if applicable)

CONSTRUCTION (if applicable)

2020

27. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER US Army Corps of Engineers

b. POINT OF CONTACT NAME Thomas Mullenhour Contracting Officer

c. POINT OF CONTACT PHONE NUMBER (216) 685-1207

d. POINT OF CONTACT E-MAIL ADDRESS Thomas.e.mullenhour@usace.ar my.mil

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



This major \$3.4 million project involved Excavation and disposal of approximately 11,125 cuyds embankment and Quarrying, Trucking and Placing approximately 21,650 tons of limestone Armor Stone, Underlayer Stone and Bedding Stone to reshape, stabilize and protect the deteriorated embankment adjacent to one of Lake County's water intake structures. Additional work included new cast in place concrete manhole and construction of a new access road.

Contract Amount: \$3,358,489

(2) FIRM LOCATION (City and State) Eastlake, Ohio (3) ROLE (1) FIRM NAME Prime Contractor Huffman Equipment Rental & Contracting, Inc.

25. TITLE AND LOCATION (City and State)

DESIGN (if applicable)

26. YEAR COMPLETED CONSTRUCTION (if applicable)

2018

The Black River AOC Remediation and Restoration Program: Fish Shelves and Bulkhead Replacement Project, Lorain, Lorain County, Ohio

27. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Lorain

b. POINT OF CONTACT NAME John Matricardi KS Associates

c. POINT OF CONTACT PHONE NUMBER (440) 365-4730

d. POINT OF CONTACT E-MAIL ADDRESS

(None)

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)







This two and one half million dollar project involved rehabilitation of 685 linft of steel sheet pile bulkhead by demolition of existing deteriorated concrete & asphalt pavement and concession building, excavation to allow installation of new bulkhead and tie back system and required utilities including fuel supply and sanitary pumpout. A major component of the work was construction and installation of specially designed fish habitat structures attached to the face of the new sheet pile bulkheads.

Construction Cost: \$2,415,000

(1) FIRM NAME Huffman Equipment Rental & Contracting, Inc.

(2) FIRM LOCATION (City and State) Eastlake, Ohio

25. TITLE AND LOCATION (City and State)

Painesville Township Park - New Armor Stone Revetment, Pier and Access Path - Lake Metroparks, Lake County, Ohio

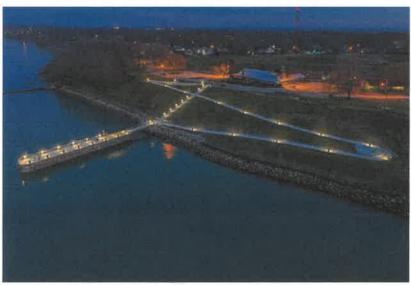
27. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER b. POINT OF CONTACT NAME Lake Metroparks Larry Elswick - Lake Metroparks Project Manager c. POINT OF CONTACT PHONE NUMBER

(440) 639-7275

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)





This major \$2.575 million project involved construction of 800 linft of a new limestone armor stone revetment to stabilize the shoreline and construction of a new 200 foot long steel crib fishing pier 9,550 sqft of ADA compliant concrete access path, site lighting, storm sewer and drainage improvements and general site restoration.

Contract Amount: \$2,575,197

25. TITLE AND LOCATION (City and State)

26. YEAR COMPLETED

CONSTRUCTION

CONSTRUCTIO

Lake County, Ohio

SIGN (if applicable) CONSTRUCTION (if applicable) 2016

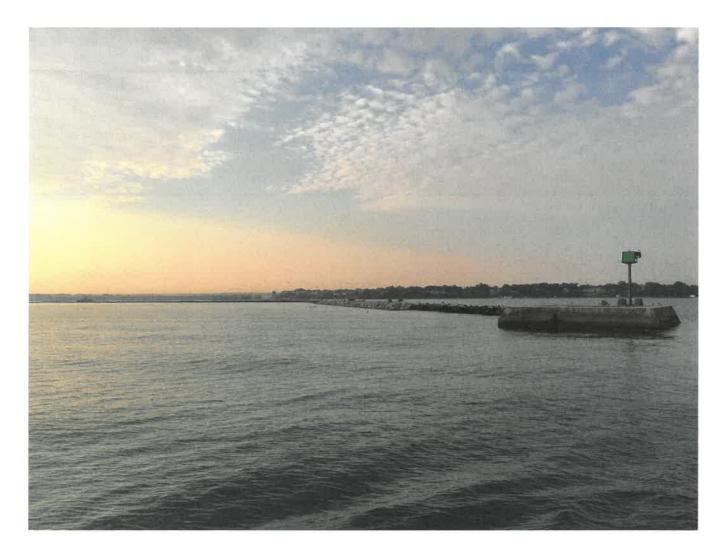
27. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER
US Army Corps of
Engineers

b. POINT OF CONTACT NAME
David E. Bala
Contracting Officer

c. POINT OF CONTACT PHONE NUMBER
David.E. Bala@usace.army.mil

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



This major \$5.5 million project involved Quarrying, Trucking, Barging and Placing approximately 66,000 tons of limestone Armor Stone, Underlayer Stone and Bedding Stone to reconstruct sections of the Fairport Harbor East Breakwater that had been damaged by Superstorm Sandy. Additional work included foundation construction and relocation of two navigation lights.

Contract Amount: \$5,574,915

a. (1) FIRM NAME Huffman Equipment Rental & Contracting, Inc.		(2) FIRM LOCATION <i>(City and State)</i> Eastlake, Ohio		(3) ROLE Prime Contractor	
25. TITLE AND LOCATION (City and State)				26. YEAR	COMPLETED
	Cleveland Lakefront State Park – Edgewater Marina Rehabilitation, Cleveland, Cuyahoga County, Ohio			N (if applicable)	CONSTRUCTION (if applicable) 2015

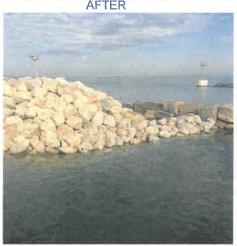
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT PHONE NUMBER	d. POINT OF CONTACT E-MAIL ADDRESS
Ohio Department of Natural	Cihangir Calis, ODNR Project	(614) 265-6970	Cihangir.Calis@dnr.state.oh.us
Resources (ODNR)	Manager		

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)









This major \$1.9 million project involved reconstructing a deteriorating damaged rubblemound breakwall structure in Lake Erie. Repair work consisted of reconstruction of rubblemound structure utilizing existing displaced materials along with import and placement of approximately 13,700 ton Armor Stone, 4,300 ton underlayer stone and 3,200 ton bedding stone.

Contract Amount: \$1,872,545

a. (1) FIRM NAME
Huffman Equipment Rental & Eastlake, Ohio
Contracting, Inc.

(3) ROLE Prime Contractor

25. TITLE AND LOCATION (City and State)

Great Lakes Towing Co. - Shipyard Improvements, Cleveland, Cuyahoga County, Ohio (Partial Design-Build)

26. YEAR COMPLETED

DESIGN (if applicable) CONSTRUCTION (if applicable) 2010 2011

27. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER
Great Lakes Towing Co.

b. POINT OF CONTACT NAME Joe Starck, President c. POINT OF CONTACT PHONE NUMBER (216) 367-8126

d. POINT OF CONTACT E-MAIL ADDRESS ips@thegreatlakesgroup.com

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)





BEFORE









EXCAVATION

This project involved construction of a new steel sheet pile bulkhead in multiple phases; construction of a new berthing slip and travelift piers to accommodate a new 700-ton marine Travelift — the largest Travelift on the Great Lakes; and installation of new engineered fill on the five-acre project site to support 2,800,000-pound combined loading of marine Travelift and vessel.

Huffman Equipment Rental & Contracting Value Engineered the original designer's sheet pile bulkhead tie-back system to reduce construction costs, due to existing timber crib foundations within the project limits (Design-Build).

Contract Amount: \$3,894,587

a. (1) FIRM NAME (2) FIRM LOCATION (City and State) (3) ROLE
Huffman Equipment Rental & Eastlake, Ohio Prime Contractor
Contracting, Inc.

25. TITLE AND LOCATION (City and State)

Middle Bass Island State Park - Marina Basin, Middle Bass Island, Ottawa County, Ohio

26. YEAR COMPLETED

DESIGN (if applicable) CONSTRUCTION (if applicable)
2007 2009

27. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT PHONE NUMBER	d. POINT OF CONTACT E-MAIL ADDRESS
Ohio Department of Natural	David Kieffer, ODNR Project	(614) 265-6972	dave.kieffer@dnr.state.oh.us
Resources (ODNR)	Manager	· '	

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)





BEFORE





This major \$6.7 million project involved constructing a new entrance to the north, expanding the existing marina basin to 21.4 acres, and installing 360 boat slips. The new 125-foot-wide entrance was created by constructing two rubblemound breakwaters (north breakwater is 500 LF; south breakwater is 300 LF) and dredging to a minimum elevation of 557.9 FT. IGLD. The project also included construction of a new 93-foot-long x 30-foot-wide concrete boat ramp with a gas dock and pumpout station, 10 feet wide and 110 feet long; and a 2,600 LF revetment of ODOT Type C Stone and a 670 LF reconstructed revetment.

Contract Amount: \$7,357,960

DESIGN (if applicable) 2008

CONSTRUCTION (if applicable) 2009

27. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER North Perry Village b. POINT OF CONTACT NAME Dwayne Bailey, Service Director c. POINT OF CONTACT PHONE NUMBER (440) 339-2000

d. POINT OF CONTACT E-MAIL ADDRESS dwayne1015@live.com

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)







Construction of new recreational marina for the Village of North Perry, Ohio. Manufacture and placement of 39,900 tons of stone to construct two (2) aggregate breakwaters and one (1) aggregate groin. Construction of steel bin wall piers with Cast In Place concrete decks, new floating docks, Cast-In-Place concrete sidewalks, asphalt pavement parking lot, storm sewers, lighting and landscaping.

Contract Amount: \$4,363,620

(1) FIRM NAME Huffman Equipment Rental & Contracting, Inc.

(2) FIRM LOCATION (City and State) Eastlake, Ohio

(3) ROLE **Prime Contractor**

25. TITLE AND LOCATION (City and State)

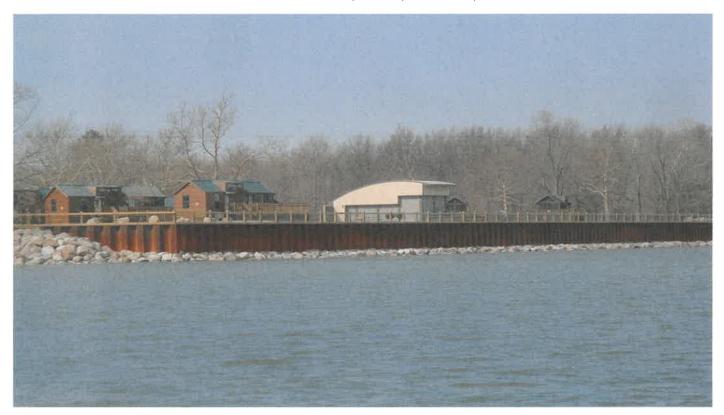
Geneva State Park – Shoreline Improvements Phase 1 & 2, Ashtabula County, Ohio

27. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER
Ohio Department of Natural
Resources (ODNR)

b. POINT OF CONTACT NAME
Justin Gardner, ODNR
(614) 265-6717

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)







This major \$2.9 million project involved removal of 800 linft of failed steel sheet pile retaining wall and existing tieback system and replace with a new steel sheet pile retaining wall, soldier pile and deadman tie-back systems, Armor stone toe-protection, perimeter fabricated wooden fencing storm sewer and drainage improvements and general site restoration.

Contract Amount: \$2,895,060



November 20, 2023

Stuart Hamilton Service Director City of Huron 417 Main Street Huron, Ohio 44839 Engineers + Surveyors

260 Burns Road, Suite 100 Elyria, Ohio 44035 P 440 365 4730

ksassociates.com

RE: Recommended Bidder Award Letter – Huron Boat Basin Maintenance Dredging KS Project #18031-1

Dear Mr. Hamilton:

The City of Huron received two qualified, sealed bid packages from Geo. Gradel Co. and Huffman Equipment Rental & Contracting, Inc. for opening at the Public Bid Opening at 2:00pm on November 17, 2023, for the Maintenance Dredging of Huron Boat Basin.

KS has reviewed both bids and determined them each to be qualified, responsible, and responsive. KS recommends Huffman Equipment Rental & Contracting, Inc. as the bid awardee due to their lower total bid price, while being qualified to execute the project as described in the bidding documents.

Sincerely,

KS ASSOCIATES, INC.

The Com

Mark P. Cencer, P.E.

Director of Coastal Engineering Services

RESOLUTION	NO. 82-2023
Introduced by	

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH HUFFMAN EQUIPMENT RENTAL, INC. FOR DREDGING SERVICES RELATED TO THE HURON BOAT BASIN MAINTENANCE DREDGING PROJECT IN THE AMOUNT OF TWO HUNDRED EIGHTY-ONE THOUSAND NINE HUNDRED EIGHTY AND XX/100 (\$281,980.00) ON THE PRIMARY BID, AND EIGHTY-FOUR THOUSAND FOUR HUNDRED SIXTY-SEVEN AND 50/100 DOLLARS (\$84,467.50) ON THE FIRST ALTERNATE BID, FOR AN AGGREGATE AMOUNT NOT TO EXCEED THREE HUNDRED SIXTY-SIX THOUSAND FOUR HUNDRED SEVENTY-SEVEN AND 50/100 DOLLARS (\$366,477.50)

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 Huffman Equipment Rental, Inc. for dredging services relating to Huron Boat Basin Maintenance Dredging Project in the amount of Two Hundred Eighty-One Thousand Nine Hundred Eighty and xx/100 Dollars (\$281,980.00) on the primary bid, and Eighty-Four Thousand Four Hundred Sixty-Seven and 50/100 Dollars (\$84,467.50) on the first alternate bid, for the aggregate amount not to exceed Three Hundred Sixty-Six Thousand Four Hundred Seventy-Seven and 50/100 Dollars (\$366,477.50), which agreement shall be in substantially in the form of Exhibit "A" attached hereto and made a part hereof.

<u>SECTION 2</u>. 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: Terri Welkener, Clerk of Council

RE: Ordinance No. 2023-43 (submitted by Cory Swaisgood)

DATE: November 28, 2023

Subject Matter/Background

Ordinance No. 2023-43 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. 2023-43 is in order.

Ordinance No. 2023-43 Appropriations.docx 2023-43 Exhibit A.pdf

ORDINANCE NO. 2023-43 Introduced by Mark Claus

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

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

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

WHEREAS, it is necessary to amend the budget to reflect supplemental appropriations, appropriation 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 2022-69, adopted on the 27th day of December 2022, as amended by Ordinance No. 2023-2 adopted on January 24, 2023, as amended by Ordinance No. 2023-6 adopted on March 28, 2023, as amended by Ordinance No. 2023-9 adopted on April 11, 2023, as amended by Ordinance No. 2023-17 adopted on July 11, 2023, as amended by Ordinance No. 2023-33 adopted on September 26, 2023, as amended by Ordinance No. 2023-36 adopted on October 10, 2023, and as amended by Ordinance No. 2023-38 adopted on October 24, 2023, 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, 2023, 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.

<u>SECTION 3</u>. 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.

<u>SECTION 4</u>. 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: 11/28/2023 ORDINANCE: 2023-43

Appropriation Measure

Reason for Appropriation Measure

An appropriation measure is necessary as the City begins the process of cleaning up the books for year end. The appropriation measures below are necessary for the following reasons:

- 1. Additional appropriations are necessary for a casht ransfer to the Capital Improvement Fund to reserve for upcoming projects and increased costs to capital projects, such as the dredging project; and cash transfer to the employee benefit fund to reserve for future termination and retirement payouts.
- 2. Additional appropriations are necessary in various General Fund accounts to account for annul expenses, such as the Township payment for building receipts.
- 3. Additional appropriations are necessary in the Capital Improvement Fund for the dredging project, which the lowest and best bid was \$67,000 over the 2023 budget.

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

APPROPRIATION MEASURE

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount
General Fund	110	Transfers Out	TRANSFERS OUT	\$ 340,000
General Fund	110	Building/Zoning	OTHER EXPENSES	\$ 5,000
General Fund	110	Human Resources	PERSONNEL SERVICES	\$ 13,600
General Fund	110	Human Resources	OTHER EXPENSES	\$ (13,600)
General Fund	110	Admin Support	PERSONNEL SERVICES	\$ 1,000
General Fund	110	Admin Support	OTHER EXPENSES	\$ (1,000)
Property Maintenance Fund	202	Property Maint.	OTHER EXPENSES	\$ 2,000
Marine Patrol Grant	225	Police	PERSONNEL SERVICES	\$ 1,800

Employee Benefit Reserve	298	Admin	PERSONNEL SERVICES	\$ 12,000
Healthcare Fund	703	Admin	OTHER EXPENSES	\$ 155
Capital Improvement Fund	401	Boat Basin	OTHER EXPENSES	\$ 67,000

NET IMPACT ON TOTAL APPOPRIATIONS \$ 427,955

Cash Transfer between Funds

Reason for Cash Transfer:

These additional cash transfers were discussed during the 2024 budget meetings with the Finance Committee Meeting. Cash transfers are necessary to sufficiently fund and reserve for future increased costs in capital improvements and future retirement payouts.

CASH TRANSFER FROM:

Cash Transfer From:		Cash Tra	ansfer To:	
Fund Name	Fund Number	Fund Name	Fund Number	Amount
GENERAL FUND	110	CAPITAL IMPR FUND	401	\$ 300,000
GENERAL FUND	110	EMPLOYEE BENEFIT FD	298	\$ 40,000