



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

Wednesday, November 12, 2025 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

- I. Call To Order** Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council**
- III. Approval of Minutes**
- IV. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- V. Old Business**
 - V.a** Ordinance No. 2025-28 (**third and final reading**) (*submitted by Christine Gibboney*)
An ordinance amending and restating Chapter 557 (Grass, Weeds and Vegetation) of the Codified Ordinances of Huron, Ohio.
 - V.b** Ordinance No. 2025-30 (**second reading**) (*submitted by Christine Gibboney*)
An ordinance amending and restating Chapter 1133.02 (Determination of Required Off-Street Parking Spaces) of Chapter 1133 (Off-Street Parking) of the Codified Ordinances of Huron, Ohio.
- VI. New Business**
 - VI.a** Resolution No. 77-2025 (*submitted by Isaac Phillips*)
A resolution authorizing the annual premium payment to the Bureau of Workers Compensation for the policy period of January 1, 2026 through January 1, 2027 in the amount of \$75,790.
 - VI.b** Resolution No. 78-2025 (*submitted by Isaac Phillips*)
A resolution authorizing the annual premium payment to the Public Entities Pool of Ohio for the insurance policy period of December 1, 2025 through November 30, 2026 in the amount of \$140,344.
 - VI.c** Resolution No. 79-2025 (*submitted by Stuart Hamilton*)
A resolution authorizing Change Order #1 submitted by D.L. Smith Concrete LLC relating to the Oakhurst Drive/Wilbor Avenue Concrete Paving Project in the amount of \$7,326, bringing the total aggregate cost of the project to \$82,240.
 - VI.d** Resolution No.80-2025 (*submitted by Doug Steinwart*)
A resolution authorizing a Revocable License for Non-Federal Use of Federal Real Property relating to the sub-marine electrical cable used to power the Huron Harbor Lighthouse floodlights.
 - VI.e** Motion to set a public hearing for the proposed FY 2026 Municipal Budget for Tuesday, December 23, 2025 at 6:30pm in Council Chambers, immediately preceding the regular Council meeting.
- 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. 2025-28 **(third and final reading)** (submitted by Christine Gibboney)
DATE: November 12, 2025

Subject Matter/Background

There have been no changes made to this legislation since its first reading on October 12, 2025.

AS SUBMITTED BY CHRISTINE GIBBONEY, PLANNING & ZONING MANAGER:

With the increase in the number of grass/weed violations and mowings in the last couple of years, staff reviewed the current code language in the General Offenses Code- Chapter 557 drafting recommendations to streamline the process, reduce time and mailing costs, expedite the process for repeat offenders and increase the fees. Staff consulted with the Legal Department who have reviewed, contributed additional edits, and prepared the proposed final draft amendment for your consideration.

The current code language and process includes:

- Published notice the first two weeks of the year alerting residents of the Ordinance and their responsibility to mow & maintain grass/weeds.
- Violation determined- Violation Notice/Order to Correct mailed to owner via Certified Mail, and may be posted on door, if occupied. The code gives the owner 7 days to mow before the city has the property mowed. Currently, if the owner is a repeat offender, the city must repeat the certified mailing process each time at a cost of \$10.44 per mailing plus staff time to prepare.
- If the certified comes back undeliverable, or is not accepted by the owner, the code allows publication in the newspaper to fulfill the requirement of the notice. Generally, these notices range in cost from \$30- \$40 each. In these such instances, the code provides that if the owner has any repeat offenses, there is no need to publish any further notices within the calendar year.
- In the event the grass/weeds are not mowed by the deadline, the city has a contractor dispatched to perform the service.
- The city is invoiced by the Contractor and submits payment. Staff then prepares an invoice to the owner with additional fees as reflected in the code: *The minimum charge for all costs referenced in this Section 557.06 (a) through 557.06 (f) shall be seventy-five dollars (\$75.00) for the first hour or portion thereof, and thirty-five dollars (\$35.00) for each additional hour or portion thereof or one hundred twenty-five percent (125%) of the contractual costs whichever is greater.*

Example: \$100 invoice to the city from the Contractor, 125% of the incurred cost results in an invoice of \$125.00 to the owner. This notice is sent certified mail and provides the owner 20 days to pay.

- If the invoice is not paid, the cost is certified to the County Auditor for placement on the property tax.

Significant/Substantial proposed changes:

Change to the order of the subsections to reflect logical process order.

- Only one (1) certified Notice of Violation/Order to Correct required to an owner within a calendar year. This will save \$10 per certified mailing for repeat offenders and staff time in preparing and recording these repeat notices. We will still publish the annual notice, issue one (1) certified notice to the owner or one published notice if the certified mailed notice is returned or not signed for. No further notices for the calendar year will be required or issued; staff can dispatch the mowing contractor as needed.
- New language added to address the scenario when an owner stops the mowing contractor from performing the work. This has happened a couple times this year, when a tenant has stopped the mowing contractor and ordered them off the property, stating that they will mow. The newly drafted language provides that if the city dispatches the mowing contractor to a property, a bill shall include all costs incurred in the arranging for the abatement, including any minimum charge applied by the Contractor. These costs would be invoiced to the owner.
- Proposing an increase to the percentage fee: 150% of costs incurred for the initial invoice within the calendar year, and all subsequent invoices for that year would be 200% of incurrent costs.

Example:

Initial Invoice: \$100 invoice from the Mowing Contractor to the City, 150% of the cost incurred results in an invoice of \$150.00 to the owner.

Subsequent Invoices: \$100 invoice from the Mowing Contractor to the City, 200% of the incurrent cost results in an invoice of \$200 to the owner.

Staff would propose that this ordinance go into effect January 1, 2026.

Financial Review

These revenues and expenses will be accounted for in the Property Maintenance 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 Ordinance No. 2025-28 on its third and final reading is in order.

[Ordinance No. 2025-28 Amend Section 557 Grass Weeds and Vegetation \(2\).docx](#)

[Ordinance No. 2025-28 Exh A.pdf](#)

[Ordinance No. 2025-28 Exh B Chapter 557 Weeds.docx](#)

ORDINANCE NO. 2025-28

Introduced by Sam Artino

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

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

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

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

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

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

CHAPTER 557

Grass, Weeds, and Vegetation

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

CROSS REFERENCES

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

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

557.01 NUISANCE CONDITIONS PROHIBITED.

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

(Ord. 2021-18. Passed 5-11-21.)

557.02 DETERMINATION OF NUISANCE.

The County Health Commissioner or the City Manager or his nominee/designee are hereby authorized to determine if such weeds constitute a nuisance or endanger the public health.

(Ord. 2021-18. Passed 5-11-21.)

557.03 SERVING OF NOTICE TO ABATE NUISANCE.

(a) After a determination has been made as set forth in Section 557.02 that a nuisance exists or that the public health is endangered, then the County Health Commissioner or the City Manager or his nominee/ designee shall cause written notice to be served upon the owner of such lots or lands that such nuisance or endangering of the public health must be abated by cutting or destroying such weeds or grass as set forth in Section 557.01 within seven days from the date of the notice required herein. If the owners or other such persons are nonresidents or other persons whose address is known, notice shall be sent to such address; however, if the address of such owners, or other persons whether residents or nonresidents is unknown, then it shall be sufficient to publish such notice once in a newspaper of general circulation, which published notice shall be deemed to be effective for the then-existing violation of Section 557.01 any and all further violations of Section 557.01 for the then-existing balance of the calendar year, and no additional published notice(s) shall be required for future violations by such owner (for which notice is initially published in accordance with this Section 557.03) for any and all violations of Section 557.01 for the balance of the then-existing calendar year.

(b) In addition to the notice(s) outlined in Section 557.03(a), above, the City Manager or his nominee/designee may also cause a notice to be provided to an owner of such lots or lands that such nuisance or endangering of the public health must be abated by cutting or destroying such weeds or grass as set forth in Section 557.01 within seven days from the date of the notice required in Section 557.03(a) by posting a notice of violation in a conspicuous location on or about the lots or lands notifying the Owner of the violation(s) of Chapter 557.

(Ord. 2021-18. Passed 5-11-21.)

557.04 ADDRESS OF LOT(S) TO BE PROVIDED.

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

(Ord. 2021-18. Passed 5-11-21.)

557.05 RIGHT OF ENTRY; ABATEMENT BY CITY.

Upon the failure to abide and comply with the notice set forth in Section 557.03 within the time period stipulated (noting only one published notice to an owner in violation of this Chapter shall be required each calendar year as set forth in Section 557.03 hereof), the City Manager or his nominee/designee is authorized to enter upon such lots or lands and shall cause such weeds, vegetation of rank growth or overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass, constituting a nuisance or endangering the public health to be cut or destroyed by the direct employment of City laborers or authorize a person to cut the weeds on behalf of the City. (Ord. 2021-18. Passed 5-11-21.)

557.06 BILL TO BE SENT TO OWNER.

When the City Manager causes undesirable weeds, vegetation of rank growth or overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass to be cut and the land cleaned of debris as provided in Section 557.05, a statement of cost thereof shall be mailed to the owner of such land by certified mail, return receipt requested. Such statement of cost shall include the following:

- (a) Administration, publication, and supervision;
- (b) Transportation of equipment;
- (c) Equipment rental;
- (d) Equipment operator;
- (e) Incidental labor;
- (f) Cost of equipment damages or repairs directly related to the work performed on owner's property.

The minimum charge for all costs referenced in this Section 557.06 (a) through 557.06 (f) shall be seventy-five dollars (\$75.00) for the first hour or portion thereof, and thirty-five dollars (\$35.00) for each additional hour or portion thereof or one hundred twenty-five percent (125%) of the contractual costs whichever is greater.

(Ord. 2021-18. Passed 5-11-21.)

557.07 NONCOMPLIANCE.

Any person not complying with Section 557.06 shall be subject to all available collection procedures, including but not limited to having certified to his tax duplicate such billing with the County Auditor, in accordance with the Ohio Revised Code. (Ord. 2021-18. Passed 5-11-21.)

557.08 WEEDS TO BE CUT REGULARLY.

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

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

(c) Should any such noxious weeds, thistles, burdocks, jimson weeds, ragweeds, milkweeds, mulleins, poison ivy, poison oak, or other weeds of rank growth growing at a height of eight inches or higher, or overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass be found within the City after the foregoing publication has been completed, the City Manager or his nominee/designee may cause these to be cut at the expense of the City. Thereupon the expense of cutting shall be billed to the property owner by registered mail and upon his failure to reimburse the City, this amount within twenty days thereafter, and may cause the Director of Law shall collect the same by judicial process. Any judgment uncollected for thirty days after its date shall be recorded in the records of the Clerk of the Common Pleas Court of Erie County, as a lien upon the lands of the property owner concerned. (Ord. 2021-18. Passed 5-11-21.)

557.99 PENALTY

(a) Whoever violates any provision of this Chapter is guilty of a minor misdemeanor. Each day's violation shall constitute a separate offense.

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

(Ord. 2021-18. Passed 5-11-21.)

CODIFIED ORDINANCES OF HURON

CHAPTER 557

Grass, Weeds, and Vegetation

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

CROSS REFERENCES

Removal of noxious weeds or litter- see Ohio R.C. 731.51
Sweeping of leaves and grass onto public way - see GEN. OFF. 521.10

557.01 NUISANCE CONDITIONS PROHIBITED.

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

557.02 DETERMINATION OF NUISANCE.

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

557.03 WEEDS TO BE CUT REGULARLY.

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

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

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

557.04 ADDRESS OF LOT(S) TO BE PROVIDED.

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

557.05 SERVING OF NOTICE TO ABATE NUISANCE.

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

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

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

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

557.06 RIGHT OF ENTRY; ABATEMENT BY CITY.

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

557.07 BILL TO BE SENT TO OWNER.

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

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

557.08 NONCOMPLIANCE.

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

557.99 PENALTY

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

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

CODIFIED ORDINANCES OF HURON



TO: Mayor Tapp and City Council
FROM: Terri Welkener , Clerk of Council
RE: Ordinance No. 2025-30 **(second reading)** *(submitted by Christine Gibboney)*
DATE: November 12, 2025

Subject Matter/Background

AS SUBMITTED BY CHRISTINE GIBBONEY, PLANNING & ZONING MANAGER:

Proposed amendment to Section 1133.02 of Chapter 1133 Off Street Parking and Loading Regulations to reflect the intent and application of the Section. See Staff Report attached hereto as Exhibit 1. Recommended changes to the first sentence of Section 1133.02 are as follows:

History (2014-2015)

In 2014-2015 a comprehensive zoning code analysis conducted in partnership with City Architecture produced code amendments and new code sections to support the city Master Plan. The code amendments included: Signage, Landscaping, Off-Street Parking, and creation of the Mixed-Use Overlay Districts. The amendments were vetted at the PC/DRB level and through 3 readings at the City Council level. References as to the purpose and reasoning for these amendments point to the Master Plan, creation of uniform standards, and code enforcement efforts, coordinated development within the downtown revitalized area, and establishing a requisite number of parking spaces.

There is a section of this Chapter (Section 1133.02 - first sentence) that staff believes to be intended for Commercial/Business, but as written, does not specify this, and raises questions with regard to interpretation:

CURRENT:

Off-street parking shall be provided as a condition precedent to the occupancy or use of any building, structure or land, and at any time a building, structure or use of land is enlarged, expanded, increased in capacity or use, in conformance with the following provisions.

PROPOSED:

Off-street parking shall be provided as a condition precedent to the occupancy or use of any building, structure or land, and at any time a commercial or business-related building or structure, or commercial or business-related use of land, is enlarged, expanded, increased in capacity or use, in conformance with the following provisions.

Financial Review

No Financial Impact.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion placing Ordinance No. 2025-30 on its second reading is in order.

[Ordinance No. 2025-30 Exh 1 PC Recommendation to Council Proposed Amendment 1133.02.docx](#)

[Ordinance No. 2025-30 Amend Section 1133.02 Determination of Required Off-Street Parking Spaces.docx](#)

[Ordinance No. 30-2025 Exh A.pdf](#)

[Ordinance No. 2025-30 Exh B Section 1133.02.docx](#)



TO: Mayor Tapp and Members of City Council
FROM: Christine Gibboney, Planning & Zoning Manager
RE: PC Recommendation: Section 1133.02 Off-Street Parking Amendment
DATE: October 16, 2025

October 15, 2025 -PLANNING COMMISSION RECOMMENDATION: The Planning Commission reviewed this proposed amendment at their regular meeting of October 15, 2025 and made recommendation to City Council in support of the proposed amendment as presented.

Subject/Background

Proposed amendment to Section 1133.02 of Chapter 1133 Off Street Parking and Loading Regulations to reflect the intent and application of the Section.

History (2014-2015)

In 2014-2015 a comprehensive zoning code analysis conducted in partnership with City Architecture produced code amendments and new code sections to support the city Master Plan. The code amendments included: Signage, Landscaping, Off-Street Parking, and creation of the Mixed-Use Overlay Districts. The amendments were vetted at the PC/DRB level and through 3 readings at the City Council level. References as to the purpose and reasoning for these amendments point to the Master Plan, creation of uniform standards, and code enforcement efforts, coordinated development within the downtown revitalized area, and establishing a requisite number of parking spaces.

There is a section of this Chapter that staff believes to be intended for Commercial/Business, but as written, does not specify this, and raises questions with regard to interpretation:

1133.02 DETERMINATION OF REQUIRED OFF-STREET PARKING SPACES.

Off-street parking shall be provided as a condition precedent to the occupancy or use of any building, structure or land, and at any time a building, structure or use of land is enlarged, expanded, increased in capacity or use, in conformance with the following provisions.

In computing the number of parking spaces required by this Ordinance, the following shall apply:

- (a) Where floor area is designated as the standard for determining parking space requirements, floor area shall be the sum of the net area of all the floors measured from the exterior faces of the building. Mechanical rooms, stairs, restrooms, cellars, unenclosed porches, attics not used for human occupancy are excluded from the count of total floor area.
- (b) Where seating capacity is the standard for determining parking space requirements, the capacity shall mean the number of seating units installed or indicated. When fixed seats are not indicated, the capacity shall be determined as being one (1) seat for each twenty (20) square feet of floor area of the assembly room.
- (c) Where employees are the standard for determining parking space requirements, employees shall mean the maximum number of employees on any two (2) successive shifts.
- (d) Fractional numbers shall be increased to the next whole number.
- (e) The parking spaces required for multiple uses shall be the sum of the parking required for each use considered separately. (Ord. 2015-10. Passed 8-25-15.)

Staff questioned the application to residential structures as it would seem unreasonable to require an applicant to become compliant with the off-street parking regulations when just proposing to enlarge, expand, etc. Staff researched the minutes and staff reports from the time this section was proposed and consulted with the Planning Commission Chairman Boyle who agreed the intent of 1133.02 was for Commercial/Business use and further noting that the subsection language itself (a thru e) is not referencing any residential based criteria, it is speaking to Commercial/Business.

Legal Counsel has advised, that as currently written, this section would be applicable to residential. It is important to note that staff **has not** applied this section to residential applications as research into the code raised questions related to the intent.

In order to clarify this section and avoid any misinterpretations in the future, we are recommending an amendment to Section 1133.02 which Legal has drafted:

1133.02 DETERMINATION OF REQUIRED OFF-STREET PARKING SPACES.

Off-street parking shall be provided as a condition precedent to the occupancy or use of any building, structure or land, **and at any time a commercial or business-related building or structure, or commercial or business-related** use of land is enlarged, expanded, increased in capacity or use, in conformance with the following provisions.

In computing the number of parking spaces required by this Ordinance, the following shall apply:

- (a) Where floor area is designated as the standard for determining parking space requirements, floor area shall be the sum of the net area of all the floors measured from the exterior faces of the building. Mechanical rooms, stairs, restrooms, cellars, unenclosed porches, attics not used for human occupancy are excluded from the count of total floor area.
- (b) Where seating capacity is the standard for determining parking space requirements, the capacity shall mean the number of seating units installed or indicated. When fixed seats are not indicated, the capacity shall be determined as being one (1) seat for each twenty (20) square feet of floor area of the assembly room.
- (c) Where employees are the standard for determining parking space requirements, employees shall mean the maximum number of employees on any two (2) successive shifts.
- (d) Fractional numbers shall be increased to the next whole number.
- (e) The parking spaces required for multiple uses shall be the sum of the parking required for each use considered separately. (Ord. 2025- XX. Passed)

ORDINANCE NO. 2025-30

Introduced by Sam Artino

AN ORDINANCE AMENDING SECTION 1133.02 (DETERMINATION OF REQUIRED OFF-STREET PARKING SPACES) OF CHAPTER 1132 (OFF-STREET PARKING AND LOADING REGULATIONS) OF THE HURON CODIFIED ORDINANCES.

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

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

Section 1. That Section 1133.02 (Determination of Required Off-Street Parking Spaces) of Chapter 1132 (Off-Street Parking and Loading Regulations) of the Codified Ordinances of the City of Huron, Ohio, which currently reads (see Exhibit "A" attached hereto and made a part hereof), shall be and hereby is amended to read as follows (see Exhibit "B" attached hereto and made a part hereof).

Section 2. That a new revised and restated Section 1133.02 (Determination of Required Off-Street Parking Spaces) of Chapter 1133 (Off-Street Parking and Loading Regulations) of the Codified Ordinance of the City of Huron shall be, and hereby is, adopted and thereafter shall be in full force and effect.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

1133.02 DETERMINATION OF REQUIRED OFF-STREET PARKING SPACES.

Off-street parking shall be provided as a condition precedent to the occupancy or use of any building, structure or land, and at any time a building, structure or use of land is enlarged, expanded, increased in capacity or use, in conformance with the following provisions.

In computing the number of parking spaces required by this Ordinance, the following shall apply:

- (a) Where floor area is designated as the standard for determining parking space requirements, floor area shall be the sum of the net area of all the floors measured from the exterior faces of the building. Mechanical rooms, stairs, restrooms, cellars, unenclosed porches, attics not used for human occupancy are excluded from the count of total floor area.
 - (b) Where seating capacity is the standard for determining parking space requirements, the capacity shall mean the number of seating units installed or indicated. When fixed seats are not indicated, the capacity shall be determined as being one (1) seat for each twenty (20) square feet of floor area of the assembly room.
 - (c) Where employees are the standard for determining parking space requirements, employees shall mean the maximum number of employees on any two (2) successive shifts.
 - (d) Fractional numbers shall be increased to the next whole number.
 - (e) The parking spaces required for multiple uses shall be the sum of the parking required for each use considered separately.
- (Ord. 2015-10. Passed 8-25-15.)

1133.02 DETERMINATION OF REQUIRED OFF-STREET PARKING SPACES.

Off-street parking shall be provided as a condition precedent to the occupancy or use of any building, structure or land, and at any time a commercial or business-related building or structure, or commercial or business-related use of land, is enlarged, expanded, increased in capacity or use, in conformance with the following provisions.

In computing the number of parking spaces required by this Ordinance, the following shall apply:

(a) Where floor area is designated as the standard for determining parking space requirements, floor area shall be the sum of the net area of all the floors measured from the exterior faces of the building. Mechanical rooms, stairs, restrooms, cellars, unenclosed porches, attics not used for human occupancy are excluded from the count of total floor area.

(b) Where seating capacity is the standard for determining parking space requirements, the capacity shall mean the number of seating units installed or indicated. When fixed seats are not indicated, the capacity shall be determined as being one (1) seat for each twenty (20) square feet of floor area of the assembly room.

(c) Where employees are the standard for determining parking space requirements, employees shall mean the maximum number of employees on any two (2) successive shifts.

(d) Fractional numbers shall be increased to the next whole number.

(e) The parking spaces required for multiple uses shall be the sum of the parking required for each use considered separately.

(Ord. 2025-30. Passed _____.)



TO: Mayor Tapp and City Council
FROM: Isaac Phillips
RE: Resolution No. 77-2025 (*submitted by Isaac Phillips*)
DATE: November 12, 2025

Subject Matter/Background

Resolution No. 77-2025 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, 2026 and ending on January 1, 2027 in the amount of \$75,790.00. While the City has the option of making monthly payments, the City will receive a 2% premium refund (\$1,515.80) for making an early payment on or before January 1, 2026 of the full premium. This premium is approximately 1.01% higher than last year's annual premium (including February True-up) of \$74,459.32.

Premium History

2020 - \$48,634
2021 - \$45,303
2022 - \$51,092
2023 - \$53,280
2024 - \$51,429
2025 - \$74,459

Financial Review

The 2026 premium payment of \$75,790.00 will be proportionately allocated amongst applicable City funds with eligible payroll expenditures, as budgeted for 2026. 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. 96-2024 on its first reading is in order.

[Resolution No. 77-2025 BWC Premium 2026 \\$75,790.docx](#)
[Resolution No. 77-2025 Exh A BWC Premium Invoice 2026.pdf](#)

RESOLUTION NO. 77-2025

Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER TO MAKE AN ANNUAL PREMIUM PAYMENT TO THE BUREAU OF WORKERS COMPENSATION FOR THE POLICY PERIOD JANUARY 1, 2026 THROUGH JANUARY 1, 2027 IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND SEVEN HUNDRED NINETY AND 00/100 DOLLARS (\$75,790.00)

WHEREAS, the City Manager has recommended payment of the full annual premium to the Bureau of Workers Compensation for the policy period January 1, 2026 through January 1, 2027 in the amount of Seventy-Five Thousand Seven Hundred Ninety and 00/100 Dollars (\$75,790.00),

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

SECTION 1. 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, 2026 through January 1, 2027 in the amount of Seventy-Five Thousand Seven Hundred Ninety and 00/100 Dollars (\$75,790.00); 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.

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: _____



**Bureau of Workers'
Compensation**

30 West Spring Street
Columbus, Ohio 43215-2256

1-800-644-6292 BWC.Ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Stephanie McCloud, Administrator/CEO

10/23/2025
Date Mailed

#BWNFVSQ

HURON
417 MAIN ST
HURON OH 44839-1652

Policy Number: 32205102

Re: 2026 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, 2026. This letter includes your certificate of coverage for the upcoming workers' compensation policy year.

You will receive your first invoice for the 2026 policy year in December. Payment is due by Dec. 22. You have the **option to receive a 2% discount by paying the full 12-month estimated annual premium** on or before Jan. 2, 2026.

How do we estimate your premium?

We base your premium estimate on your most recent reported payroll. Please notify us if you believe the payroll estimate needs to be corrected.

If you would like to request a change in your installment schedule, you have until Nov. 15, 2025, or your premium installment schedule will remain the same.

You can view your policy information online through our website. Your online account provides important information for managing your policy, including your estimated payroll and your premium installment schedule. We encourage you to visit this page often to ensure your information is accurate and up to date.

If you have questions, visit our website, bwc.ohio.gov, or call us at 1-800-644-6292.

Sincerely,

Stephanie McCloud

Stephanie McCloud
Administrator/CEO



BWCAR1023A00159740100

General Information

Payment of premium: Failure to pay the 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. Pay all installment billings timely to avoid penalties.

Policy cancellation: You must notify us to 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.

Important dates to remember

Date	Item
Nov. 15, 2025	Last day to change your premium installment schedule
Dec. 2025	First installment / invoice mailed for 2026 policy year
Dec. 22, 2025	First installment due for 2026 policy year
Feb. 1, 2026	Summary of work-related injuries and illnesses (300AP) due to the Public Employment Risk Reduction Program (PERRP)

Policy Information

Policy number: 32205102

Employer name: HURON

Policy period is from January 1, 2026, to January 1, 2027.

Selected installments: 1

Total estimated annual premium: \$75,790.00

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

Installment schedule	
Bill date	Amount
December 01, 2025	\$75,790.00

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	0.78	1.4557	\$5,206,422.00	\$75,790.00
Total estimated annual premium				\$75,790.00
For additional rating information, visit www.bwc.ohio.gov , and sign in with your e-account.				



BWCAR1023A00159740200

Policy Information

Policy Information for the policy period beginning from 12:01 AM on 01/01/2026 to 12:01 AM on 01/01/2027.

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

The information noted above is as of 10/23/2025. 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.



BWCAR1023A00159740400



TO: Mayor Tapp and City Council
FROM: Isaac Phillips
RE: Resolution No. 78-2025 (*submitted by Isaac Phillips*)
DATE: November 12, 2025

Subject Matter/Background

Resolution No. 78-2025 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, 2025, and ending November 30, 2026, in the amount of \$140,344.00. The premium quoted for the prior policy period was \$126,839.55. The premium increase of approximately \$13,505.00 (10.65% increase) comes primarily from increasing property and auto values to insured amounts, plus reinsurance rate increases and cyber security insurance. Last year's increase was \$15,000, and 2024's increase was \$21,193.

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 approving Resolution No. 78-2025 is in order.

[Resolution No. 78-2025 PEP Property and Liability Renewal.docx](#)

[Resolution No. 78-2025 Exh A 2026 PEP Renewal Premium Property and Liability.pdf](#)

RESOLUTION NO. 78-2025

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, 2025 THROUGH NOVEMBER 30, 2026 IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY THOUSAND THREE HUNDRED FORTY-FOUR AND XX/100 DOLLARS (\$140,344.00).

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, 2025 through November 30, 2026 in the amount of One Hundred Forty Thousand Three Hundred Forty-Four and xx/100 Dollars (\$140,344.00).

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

SECTION 1. That the City Manager is hereby authorized to execute the proposal and make payment of the full annual premium to the Public Entities Pool of Ohio (“PEP”) for the policy period of December 1, 2025 through November 30, 2026 in an amount not to exceed One Hundred Forty Thousand Three Hundred Forty-Four and xx/100 Dollars (\$140,344.00); 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.

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: _____



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

INVOICE

Date: 10/30/2025

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

Effective Date	Description	Amount
12/1/2025	2025-2026 Anniversary Contribution	\$140,344

Please check the appropriate box for any options you would like to purchase and write the additional amount in the space provided to calculate your new invoice balance.

Increased Liability Limits to \$11,000,000	\$1,210	<input type="checkbox"/> _____
Increased Liability Limits to \$12,000,000	\$2,359	<input type="checkbox"/> _____
Increased Liability Limits to \$13,000,000	\$3,440	<input type="checkbox"/> _____

INVOICE BALANCE

\$ _____

Payment due upon receipt.



Anniversary Information Acknowledgement

The undersigned representative of the City of Huron, Erie 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:
 - ☐ Waive any and all coverage(s) and any applicable contribution charges. City of Huron, Erie County understands that to add increased limits coverage in the future, it will be subject to Public Entities Pool Of Ohio's approval and underwriting guidelines at the time of the request and that such request must be made in writing. In addition, City of Huron, Erie County will not hold the Public Entities Pool Of Ohio responsible for this decision to waive optional coverage(s).
 - ☐ Accept the increased limits: _____
(Limit of Liability Accepted)

Executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Subdivision City of Huron, Erie County indicated below:

By: _____

Title: _____

Member: City of Huron, Erie County

Member Number: 0747

Anniversary Date: 12/01/2025



SUMMARY OF COVERAGES

FOR

City of Huron, Erie County

PREPARED BY:

UIS Insurance & Investments

6500 Taylor Road
Blacklick, OH 43004
800.748.0554

<http://www.pepohio.org>

ENDORSED BY





FOR: City of Huron, Erie County

EFFECTIVE: 12/01/2025

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
<ul style="list-style-type: none">• <i>Advertising injury, bodily injury, personal injury, or property damage, arising out of your covered operations or premises.</i>	
Legal Liability for Automobile Claims	\$10,000,000 Each occurrence \$0 Deductible
<ul style="list-style-type: none">• <i>Ownership, maintenance or use of an automobile in the conduct of your covered operations.</i>	
Legal Liability for Law Enforcement Claims	\$10,000,000 Each occurrence \$2,000 Deductible
<ul style="list-style-type: none">• <i>Bodily injury, personal injury or property damage, arising out of your law enforcement operations.</i>	
Public Officials Wrongful Acts	\$10,000,000 Each occurrence \$2,500 Deductible
<ul style="list-style-type: none">• <i>A public officials wrongful act rendered in discharging duties on your behalf.</i>	
Employment Practices Liability	\$10,000,000 Each occurrence \$2,500 Deductible
<ul style="list-style-type: none">• <i>An employment practices wrongful act rendered in discharging duties on your behalf.</i>	

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



FOR: *City of Huron, Erie County*

EFFECTIVE: *12/1/2025*

Property Coverages

Blanket Total Insured Values	\$36,495,340	
Building	\$34,728,767	\$1,000 Deductible
Personal Property	\$1,766,573	\$1,000 Deductible
Miscellaneous Property Scheduled	\$1,240,651	\$1,000 Deductible
Miscellaneous Property Unscheduled	\$1,321,125	\$1,000 Deductible
EDP - Hardware	\$294,525	\$1,000 Deductible

Total Insured Value **\$39,351,641**

Earthquake Limit	\$3,000,000
Deductible	\$25,000

Equipment Breakdown Property Damage	\$36,495,340
Deductible	\$1,000

Flood Limit	\$3,000,000
Deductible	\$25,000

Crime Coverage

Crime Limit	\$100,000
Deductible	\$1,000



FOR: *City of Huron, Erie County*

EFFECTIVE: *12/1/2025*

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	\$4,334,397
Comprehensive Deductible	\$1,000
Collision Deductible	\$1,000

Cyber Coverages

Cyber Liability	\$1,000,000
Deductible	\$10,000
Cyber Breach Event Costs Per Occurrence	\$1,000,000
Deductible	\$10,000
Cyber Breach Event Costs Aggregate	\$1,000,000
Cyber Crime	\$200,000
Deductible	\$10,000



City of Huron, Erie County

Effective Date: 12/01/2025

<u>Coverage</u>	<u>Contribution</u>	<u>Limit of Coverage</u>
General Liability	\$29,315	\$10,000,000
Automobile Liability	\$4,306	\$10,000,000
Automobile Physical Damage	\$15,024	\$4,334,397
Law Enforcement Liability	\$2,345	\$10,000,000
Public Officials Wrongful Acts & Employment Practices	\$5,260	\$10,000,000
Excess Liability	\$19,068	Included
Property	\$65,026	\$39,351,641
Equipment Breakdown	Included	Included
Employee Dishonesty	\$0	\$100,000

Total Contribution **\$140,344**

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)



SERVICE CENTER

315 South Kalamazoo Mall
Kalamazoo, MI 49007

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

LOSS CONTROL

Public Entity Risk Services of Ohio – PERSO
300 Galleria Officentre, Suite 200
Southfield, MI 48034

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

CLAIM SERVICE

Public Entity Risk Services of Ohio – PERSO

Brad Tucker
Direct- 614.729.1604
Cell- 614.905.2571
Email: btucker@persopool.com



6500 Taylor Road
Blacklick, OH 43004
800.748.0554

<http://www.pepohio.org>



FOR: City of Huron, Erie County

EFFECTIVE: 12/1/2025

Legal Defense and Claim Payment Agreement – Schedule of Coverages

<u>Coverage</u>	<u>Effective Date</u>	<u>Limit</u>	<u>Deductible</u>
Legal Liability for Automobile Claims	12/1/2025	\$10,000,000	\$0
Covered Pollution Cost or Expense for Automobiles	12/1/2025	\$10,000,000	\$0
Uninsured and Underinsured Motorist Per Person	12/1/2025	\$100,000	\$0
Uninsured and Underinsured Motorist Per Occurrence	12/1/2025	\$100,000	\$0
Medical Expenses - Automobile	12/1/2025	\$5,000	\$0
Legal Liability for General Liability Claims	12/1/2025	\$10,000,000	\$0
Active Assailant	12/1/2025	See LDCP 0500 (01 19)	\$0
Appeal Bonds	12/1/2025	Unlimited	\$0
Bail Bonds	12/1/2025	Unlimited	\$0
Bonds to Release Property	12/1/2025	Unlimited	\$0
Broad Legal Defense Fund	12/1/2025	\$5,000/\$5,000	\$0
Claim and Defense Expenses	12/1/2025	Unlimited	\$0
Fungi or Bacteria Clean Up	12/1/2025	\$25,000	\$0
Fungi or Bacteria Clean Up Aggregate	12/1/2025	\$50,000	\$0
Fungi or Bacteria Injury	12/1/2025	\$25,000	\$0
Fungi or Bacteria Injury Aggregate	12/1/2025	\$50,000	\$0
Good Samaritan	12/1/2025	\$10,000,000	\$0
Medical Expenses - Other than Automobile	12/1/2025	\$5,000	\$0
Medical Malpractice	12/1/2025	\$10,000,000	\$0
Member Expenses	12/1/2025	\$10,000	\$0
Moral Obligation to Pay	12/1/2025	\$2,500	\$0
Non-Monetary Relief Defense Expense	12/1/2025	\$50,000	\$0
Post-Judgment Interest	12/1/2025	Unlimited	\$0
Pre-Judgment Interest	12/1/2025	Unlimited	\$0
Stop Gap	12/1/2025	\$10,000,000	\$0
Pollution Liability Coverage - Pesticides	12/1/2025	\$250,000	0
Public Officials Wrongful Acts	12/1/2025	\$10,000,000	\$2,500
Employee Benefit Liability	12/1/2025	\$2,000,000	\$1,000
Employment Expense	12/1/2025	\$10,000,000	\$0
Employment Practices Wrongful Acts	12/1/2025	\$10,000,000	\$2,500
Legal Liability for Law Enforcement Claims	12/1/2025	\$10,000,000	\$2,000
<u>Endorsements</u>	<u>Effective Date</u>	<u>Limit</u>	<u>Deductible</u>
Anti-skid Material Storage and Application	12/1/2025	\$10,000,000	\$0
Chlorine	12/1/2025	\$10,000,000	\$0
Fire Department Pollution Coverage	12/1/2025	\$500,000	\$0
Fire Department Training Activities	12/1/2025	\$10,000,000	\$0



FOR: *City of Huron, Erie County*

EFFECTIVE: *12/1/2025*

Legal Defense and Claim Payment Agreement – Schedule of Coverages

Sewer Back-up	12/1/2025	\$1,000,000 /\$1,000,000	\$0
Underground Gasoline, Diesel and Fuel Oil Storage Tanks Aggregate	12/1/2025	\$55,000	\$0
Underground Gasoline, Diesel and Fuel Oil Storage Tanks Each Occurrence	12/1/2025	\$55,000	\$0



GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Public Entities Pool Of Ohio

City of Huron, Erie County

Effective Date: 12/01/2025

Expiration Date: 12/01/2026

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION III – PROPERTY DAMAGE		
Buildings*	\$34,728,767	\$1,000
Personal Property*	\$1,766,573	\$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	

GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Public Entities Pool Of Ohio

City of Huron, Erie County

Effective Date: 12/01/2025

Expiration Date: 12/01/2026

SECTION	COVERAGE LIMIT	DEDUCTIBLE
Money and Securities	\$25,000	
New Generation	\$10,000	
Newly Constructed or Acquired Property	\$2,000,000	\$1,000
Off-Premises Service Interruption 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	
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	

GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Public Entities Pool Of Ohio

City of Huron, Erie County

Effective Date: 12/01/2025

Expiration Date: 12/01/2026

SECTION	COVERAGE LIMIT	DEDUCTIBLE
---------	----------------	------------

SECTION IV - TIME ELEMENT

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 Earnings, 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	

GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Public Entities Pool Of Ohio

City of Huron, Erie County

Effective Date: 12/01/2025

Expiration Date: 12/01/2026

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION V - EQUIPMENT BREAKDOWN		
Total Limit per one Breakdown*	\$36,495,340	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	
Electronic Vandalism	\$100,000 Per Occurrence / \$100,000 Aggregate	
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	

GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Public Entities Pool Of Ohio

City of Huron, Erie County

Effective Date: 12/01/2025

Expiration Date: 12/01/2026

SECTION	COVERAGE LIMIT	DEDUCTIBLE
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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
Inside 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

SECTION VII - AUTOMOBILE PHYSICAL DAMAGE

Airbags	\$5,000	\$0
Commandeered Property	\$250,000	\$0
Emergency Response Automobile	\$25,000	\$0
Freezing of Equipment Coverage	\$25,000	\$0
Hired Automobile Physical Damage	\$50,000	\$0
Lease Gap	\$25,000	\$0
Not At Fault Collision Deductible Waiver	\$2,500	\$0
Personal Automobile (Deductible)	Actual Cost	\$0
Property in an Unattended Auto	\$1,000	\$0
Recertification	Actual Cost	\$0
Rental Automobile Agreement	\$10,000	\$0
Rental Reimbursement Aggregate	\$100,000	\$0
Rental Reimbursement Per Day	\$1,000	\$0
Roadside Assistance	\$5,000	\$0
Temporary Substitute Automobile	\$2,500	\$0
Terrorism	See GPA 0780	\$0

GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Public Entities Pool Of Ohio

City of Huron, Erie County

Effective Date: 12/01/2025

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SECTION	COVERAGE LIMIT	DEDUCTIBLE
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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	

GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Public Entities Pool Of Ohio

City of Huron, Erie County

Effective Date: 12/01/2025

Expiration Date: 12/01/2026

SECTION	COVERAGE LIMIT	DEDUCTIBLE
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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 Interruption 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	

CYBER BREACH AND LIABILITY AGREEMENT – SUPPLEMENTAL DECLARATIONS

Any reference to the Declarations within this Cyber Breach and Liability Agreement includes the Cyber Breach and Liability Declarations and these Cyber Breach and Liability Agreement Supplemental Declarations.

	Limit Per Coverage Agreement	Annual Aggregate Limit	Member Deductible Per Claim
THIRD PARTY LIABILITY COVERAGE AGREEMENTS			
Multimedia Liability Coverage	\$1,000,000	\$1,000,000	\$10,000
Security and Privacy Liability Coverage	\$1,000,000	\$1,000,000	\$10,000
Privacy Regulatory Defense and Penalties Coverage	\$1,000,000	\$1,000,000	\$10,000
PCI DSS Liability Coverage	\$1,000,000	\$1,000,000	\$10,000
Bodily Injury Liability Coverage	\$200,000	\$200,000	\$10,000
Property Damage Liability Coverage	\$200,000	\$200,000	\$10,000
TCPA Defense Coverage	<i>No coverage</i>	<i>No coverage</i>	<i>Not applicable</i>
FIRST PARTY COVERAGE AGREEMENTS			
Breach Event Costs Coverage	\$1,000,000	\$1,000,000	\$10,000
Post Breach Remediation Costs Coverage	<i>No coverage</i>	<i>No coverage</i>	<i>Not applicable</i>
BrandGuard® Coverage	\$1,000,000	\$1,000,000	\$10,000
System Failure Coverage	\$1,000,000	\$1,000,000	\$10,000
Dependent System Failure Coverage	<i>No coverage</i>	<i>No coverage</i>	<i>Not applicable</i>
Cyber Extortion Coverage	\$1,000,000	\$1,000,000	\$10,000
Cyber Crime Coverage	\$200,000	\$200,000	\$10,000
Bricking Loss Coverage	<i>No coverage</i>	<i>No coverage</i>	<i>Not applicable</i>
Property Damage Loss Coverage	<i>No coverage</i>	<i>No coverage</i>	<i>Not applicable</i>
Reward Expenses Coverage	<i>No coverage</i>	<i>No coverage</i>	<i>Not applicable</i>
Court Attendance Costs Coverage	<i>No coverage</i>	<i>No coverage</i>	<i>Not applicable</i>

Systemic Event Aggregate Limit of Coverage: \$2,000,000 per occurrence

Pool Maximum Aggregate Limit of Liability: \$5,000,000

Retroactive Date – Full Prior Acts
Knowledge Date – January 1, 2025

Brand Guard Coverage
Waiting Period: 2 weeks
Period of Indemnity: 180 days
Period of Restoration: N/A

System Failure Coverage:
Waiting Period: 8 hours
Period of Indemnity: N/A
Period of Restoration: 120 days



Statement of Values

City of Huron, Erie County

Effective Date: 12/01/2025

Expiration Date: 12/01/2026

Printed on: 10/30/2025

Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
-											
	Value					Valuation				Deductible	
EDP - Hardware	\$294,525					RC				\$1,000	
Miscellaneous Property Scheduled	\$1,240,651					RC				\$1,000	
Miscellaneous Property Unscheduled	\$1,321,125					RC				\$1,000	
Total Location TIV	\$2,856,301										
1 - 1 417 Main Street Huron, OH 44839 City Hall/Fire Dept., Signage, Flagpole, Fencing & Lighting	19350	1		1974		4	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$5,707,942					RC				\$1,000	
Personal Property	\$1,256,640									\$1,000	
Total Location TIV	\$6,964,582										
1 - 2 417 Main Street Huron, OH 44839 Fire Department Radio Tower #1	1	1		1990		3	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$165,831					RC				\$1,000	
Total Location TIV	\$165,831										



Statement of Values

City of Huron, Erie County

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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
1 - 3 417 Main Street Huron, OH 44839 Fire Department Radio Tower #2	1	1		1995		3	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$165,831					RC				\$1,000	
Total Location TIV	\$165,831										
2 - 1 Boat Basin-330 North Main Street Huron, OH 44839 Docks	16000	1		2000		1	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$1,690,557					RC				\$1,000	
Total Location TIV	\$1,690,557										
2 - 2 Boat Basin-330 North Main Street Huron, OH 44839 Clubhouse Rec Building, Flagpole, Signage & Lighting	3800	2		2000		1	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$1,558,929					RC				\$1,000	
Personal Property	\$73,920									\$1,000	
Total Location TIV	\$1,632,849										



Statement of Values

City of Huron, Erie County

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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
2 - 3 Boat Basin-330 North Main Street Huron, OH 44839 Amphitheater	9375	1		2000		6	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$302,226					RC				\$1,000	
Total Location TIV	\$302,226										
2 - 4 Boat Basin-330 North Main Street Huron, OH 44839 Office & Restrooms	960	1		1977		2	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$103,243					RC				\$1,000	
Personal Property	\$5,775									\$1,000	
Total Location TIV	\$109,018										
2 - 5 Boat Basin-330 North Main Street Huron, OH 44839 (2) Picnic Areas	500	0		1998		2	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$16,102					RC				\$1,000	
Personal Property	\$2,888									\$1,000	
Total Location TIV	\$18,990										



Statement of Values

City of Huron, Erie County

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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
2 - 6 Boat Basin-330 North Main Street Huron, OH 44839 Clock Tower	0	1		2016		1	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$104,132					RC				\$1,000	
Total Location TIV	\$104,132										
3 - 1 Andrew L. Fabens Memorial Park-One Fabens Way Huron, OH 44839 Fencing, Lighting & Tennis Courts	0	0		1990		2	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$1,029,340					RC				\$1,000	
Total Location TIV	\$1,029,340										
3 - 2 Andrew L. Fabens Memorial Park-One Fabens Way Huron, OH 44839 Restroom Concession	740	1				2	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$62,199					RC				\$1,000	
Personal Property	\$11,550									\$1,000	
Total Location TIV	\$73,749										



Statement of Values

City of Huron, Erie County

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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
3 - 3 Andrew L. Fabens Memorial Park-One Fabens Way Huron, OH 44839 (6) Six Dugouts	0	0				2	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$59,515					RC				\$1,000	
Total Location TIV	\$59,515										
3 - 4 Andrew L. Fabens Memorial Park-One Fabens Way Huron, OH 44839 Batting Cages	0	0		2000		2	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$32,204					RC				\$1,000	
Total Location TIV	\$32,204										
3 - 5 Andrew L. Fabens Memorial Park-One Fabens Way Huron, OH 44839 Playground Equipment	0	0		2012		2	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$123,815					RC				\$1,000	
Total Location TIV	\$123,815										



Statement of Values

City of Huron, Erie County

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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
3 - 6 Andrew L. Fabens Memorial Park-One Fabens Way Huron, OH 44839 (3) Picnic Areas	1500	0		1997		2	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$48,306					RC				\$1,000	
Personal Property	\$5,775									\$1,000	
Total Location TIV	\$54,081										
3 - 7 Andrew L. Fabens Memorial Park-One Fabens Way Huron, OH 44839 Storage Shed	200	0		1990		1	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$16,892					RC				\$1,000	
Personal Property	\$11,550									\$1,000	
Total Location TIV	\$28,442										
3 - 8 Andrew L. Fabens Memorial Park-One Fabens Way Huron, OH 44839 Open Pavilion & Tables	3800	1		2018		1	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$362,222					RC				\$1,000	
Total Location TIV	\$362,222										



Statement of Values

City of Huron, Erie County

Effective Date: 12/01/2025

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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
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					Valuation				Deductible	
Building	\$12,334,616					RC				\$1,000	
Personal Property	\$40,425									\$1,000	
Total Location TIV	\$12,375,041										
4 - 2 500 Cleveland Road West/10 Waterworks Drive Huron, OH 44839 SVC Complex	12000	1		1997		3	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$1,682,846					RC				\$1,000	
Personal Property	\$291,060									\$1,000	
Total Location TIV	\$1,973,906										
4 - 3 500 Cleveland Road West/10 Waterworks Drive Huron, OH 44839 Salt Shed	800	0		1980		5	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$102,296					RC				\$1,000	
Personal Property	\$1,155									\$1,000	
Total Location TIV	\$103,451										



Statement of Values

City of Huron, Erie County

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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
5 - 1 Oklahoma Park-50 Wilder Avenue Huron, OH 44839 Picnic Shelter	250	1		1988		1	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$44,674					RC				\$1,000	
Total Location TIV	\$44,674										
5 - 2 Oklahoma Park-50 Wilder Avenue Huron, OH 44839 Playground Equipment	0	0		2010		2	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$24,152					RC				\$1,000	
Total Location TIV	\$24,152										
6 - 1 Sawmill Parkway Huron, OH 44839 Water Tower - 400,000 Gallon & Fencing	1	1		1970		3	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$2,134,362					RC				\$1,000	
Total Location TIV	\$2,134,362										



Statement of Values

City of Huron, Erie County

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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
7 - 1 Cleveland Road East Huron, OH 44839 Water Tower - 500,000 Gallon & Fencing	1	1		1960		3	5	Y	Y	Y	Y
	Value					Valuation					Deductible
Building	\$2,475,277					RC					\$1,000
Total Location TIV	\$2,475,277										
8 - 1 Lakefront Park-310 Park Street Huron, OH 44839 Restrooms	400	0		1995		2	5	Y	Y	Y	Y
	Value					Valuation					Deductible
Building	\$72,461					RC					\$1,000
Total Location TIV	\$72,461										
8 - 2 Lakefront Park-310 Park Street Huron, OH 44839 Gazebo	500	0		1999		1	5	Y	Y	Y	Y
	Value					Valuation					Deductible
Building	\$40,256					RC					\$1,000
Total Location TIV	\$40,256										



Statement of Values

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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
8 - 3 Lakefront Park-310 Park Street Huron, OH 44839 Playground Equipment	0	0		2000		1	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$24,152					RC				\$1,000	
Total Location TIV	\$24,152										
9 - 1 Nickel Plate Beach-One Nickel Plate Drive Huron, OH 44839 Vending Machine Building	200	1		1980		1	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$45,465					RC				\$1,000	
Personal Property	\$5,775									\$1,000	
Total Location TIV	\$51,240										
9 - 2 Nickel Plate Beach-One Nickel Plate Drive Huron, OH 44839 Playground Equipment	0	0		2010		2	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$24,152					RC				\$1,000	
Total Location TIV	\$24,152										



Statement of Values

City of Huron, Erie County

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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
9 - 3 Nickel Plate Beach-One Nickel Plate Drive Huron, OH 44839 Ticket Booth	25	0		1980		1	5	Y	Y	Y	Y
	Value					Valuation			Deductible		
Building	\$8,051					RC			\$1,000		
Personal Property	\$1,155								\$1,000		
Total Location TIV	\$9,206										
10 - 1 Boat Ramp-41 Cleveland Road Huron, OH 44839 Restroom Building	0	0				1	5	Y	Y	Y	Y
	Value					Valuation			Deductible		
Building	\$120,766					RC			\$1,000		
Personal Property	\$1,155								\$1,000		
Total Location TIV	\$121,921										
11 - 1 Throughout City of Huron Huron, OH 44839 Fencing, Lights, Traffic Controls	0	0				1	5	Y	Y	Y	Y
	Value					Valuation			Deductible		
Building	\$1,610,215					RC			\$1,000		
Total Location TIV	\$1,610,215										



Statement of Values

City of Huron, Erie County

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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
12 - 1 110 Wall Street Huron, OH 44839 Parks & Rec Office, Garage, Bollards, Flagpole, Lighting & Signage	2780	1		1975		1	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$453,760					RC				\$1,000	
Personal Property	\$57,750									\$1,000	
Total Location TIV	\$511,510										
13 - 1 1100 Rye Beach Road Huron, OH 44839 Electric Substation & Fencing with exclusions as per General Endorsement	1	1		2018		3	5	Y	Y	Y	Y
	Value					Valuation				Deductible	
Building	\$1,981,980					RC				\$1,000	
Total Location TIV	\$1,981,980										
										Total Blanket TIV	\$36,495,340
										Building	\$34,728,767
										Personal Property	\$1,766,573
										EDP - Hardware	\$294,525
										Miscellaneous Property Scheduled	\$1,240,651
										Miscellaneous Property Unscheduled	\$1,321,125
										Total TIV	\$39,351,641
										APD TIV	\$4,334,397
										Grand Total TIV	\$43,686,038



Additional Property Statement of Values

City of Huron, Erie County

Effective Date: 12/01/2025 Expiration Date: 12/01/2026

Printed on: 10/30/2025

Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
1	Miscellaneous Property Scheduled	2 9' WesternPro Plus Plows TR31 & TR21	S#6901, S#6690	\$8,085	RC	\$1,000
2	Miscellaneous Property Scheduled	2025 John Deere Zero Turn 60"	S#0161	\$14,000	RC	\$1,000
3	Miscellaneous Property Scheduled	2011 Bobcat Compact Excavator	S#2205	\$65,770	RC	\$1,000
4	Miscellaneous Property Unscheduled	Unscheduled Miscellaneous Police Dept. Property-Limit per occurrence, \$5,000 maximum limit per any one item		\$599,243	RC	\$1,000
5	Miscellaneous Property Unscheduled	Unscheduled Fire Dept. Radios & Backup Center-Limit per occurrence, \$5,000 maximum limit per any one item		\$436,590	RC	\$1,000
6	Miscellaneous Property Scheduled	2008 John Deere Tractor w/ Bucket	S#6935	\$26,519	RC	\$1,000
7	Miscellaneous Property Scheduled	2021 Toro Workman	S#6773	\$16,000	RC	\$1,000
8	Miscellaneous Property Scheduled	Salt Spreader Tailgate Henderson TR#34	S#0514	\$5,775	RC	\$1,000
9	Miscellaneous Property Scheduled	Snow Plow 10' JUDCO Amer. Road TR#32	S#3194	\$4,620	RC	\$1,000
10	Miscellaneous Property Scheduled	2021 John Deere ZTrac 72" Mower	S#0256	\$13,739	RC	\$1,000
11	Miscellaneous Property Scheduled	2020 John Deere 3046R Tractor	S#5356	\$25,000	RC	\$1,000
12	Miscellaneous Property Scheduled	John Deere Zero Turn Tractor w/60" Deck	S#00220	\$11,339	RC	\$1,000
13	EDP - Hardware	Blanket Computer Equipment, Including Software		\$294,525	RC	\$1,000
14	Miscellaneous Property Scheduled	1994 Ford 4630 Tractor		\$29,371	RC	\$1,000
15	Miscellaneous Property Scheduled	2017 New Holland B95CSCP Tractor/Loader/Backhoe	S#2607	\$95,344	RC	\$1,000
16	Miscellaneous Property Scheduled	2001 New Holland TN70 Tractor		\$25,443	RC	\$1,000
17	Miscellaneous Property Scheduled	Snow Plow 10' Henderson TR#34	S#0841	\$5,963	RC	\$1,000



Additional Property Statement of Values

City of Huron, Erie County

Effective Date: 12/01/2025 Expiration Date: 12/01/2026

Printed on: 10/30/2025

Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
18	Miscellaneous Property Scheduled	Snow Plow 10' JUDCO Amer. Road TR#40	S#1805	\$4,353	RC	\$1,000
19	Miscellaneous Property Scheduled	(3) Salt Spreaders Under Tailgate Salt Dogg	S#6796, S#8284, S#6793	\$13,860	RC	\$1,000
20	Miscellaneous Property Scheduled	Lift Vehicle Chassis	S#5110	\$12,296	RC	\$1,000
21	Miscellaneous Property Scheduled	2015 John Deere Snow Blower Attachment	S#0830	\$4,043	RC	\$1,000
22	Miscellaneous Property Scheduled	2025 John Deere XUV 845 Gator	S#1116	\$18,500	RC	\$1,000
23	Miscellaneous Property Scheduled	1984 Ford 555A Backhoe	S#7114	\$26,741	RC	\$1,000
24	Miscellaneous Property Scheduled	1999 Boston Whaler Police Boat	S#H899	\$57,750	RC	\$1,000
25	Miscellaneous Property Scheduled	2001 Bobcat 773 Skid Steer	S#9363	\$26,800	RC	\$1,000
26	Miscellaneous Property Unscheduled	Unscheduled Miscellaneous Fire Dept. Property-Limit per occurrence, \$5,000 maximum limit per any one item		\$158,871	RC	\$1,000
27	Miscellaneous Property Scheduled	2015 John Deere Rotary Attachment	S#3060	\$2,772	RC	\$1,000
28	Miscellaneous Property Scheduled	10' Snow Plow Henderson TR#28	S#6461	\$17,615	RC	\$1,000
29	Miscellaneous Property Scheduled	2024 John Deere Zero Turn 60"	S#0056	\$14,000	RC	\$1,000
30	Miscellaneous Property Scheduled	EZ Go 4x4	S#2203	\$11,606	RC	\$1,000
31	Miscellaneous Property Scheduled	2013 Wacker Neuson Roller	S#4637	\$17,325	RC	\$1,000
32	Miscellaneous Property Scheduled	Snow Plow 8' Western w/Lite Kit	S#0159	\$4,353	RC	\$1,000
33	Miscellaneous Property Scheduled	2016 Toro Field Groomer	S#0775	\$14,063	RC	\$1,000
34	Miscellaneous Property Scheduled	Salt Spreader Tailgate Henderson TR#21	S#0569	\$5,775	RC	\$1,000
35	Miscellaneous Property Scheduled	Spreader (for 15 Ford F350 S#6209)		\$5,486	RC	\$1,000



Additional Property Statement of Values

City of Huron, Erie County

Effective Date: 12/01/2025 Expiration Date: 12/01/2026

Printed on: 10/30/2025

Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
36	Miscellaneous Property Scheduled	2025 Alukin 750 CW 26' Boat w/Emergency equipment and Accessories, including Mercury 250HP Motor	S#H324	\$200,000	RC	\$1,000
37	Miscellaneous Property Scheduled	Snow Plow (for 15 Ford F350 S#6209)		\$6,468	RC	\$1,000
38	Miscellaneous Property Scheduled	Ingersol Rand Compressor	S#G362	\$17,563	RC	\$1,000
39	Miscellaneous Property Scheduled	2006 Argus Northwind 30' Fire Boat w/motor & trailer	S#C506, S#3851	\$381,150	RC	\$1,000
40	Miscellaneous Property Scheduled	2019 Toro Sandpro	S#8902	\$16,500	RC	\$1,000
41	Miscellaneous Property Unscheduled	Unscheduled Miscellaneous Property-Limit per occurrence, \$5,000 maximum limit per any one item		\$126,421	RC	\$1,000
42	Miscellaneous Property Scheduled	(2) 2013 Mowers Alamo Mott Flail	S#2582, S#2581	\$14,664	RC	\$1,000

Total EDP - Hardware	\$294,525
Total Miscellaneous Property Scheduled	\$1,240,651
Total Miscellaneous Property Unscheduled	\$1,321,125
Total Location Additional Property Scheduled Value	\$2,856,301

Grand Total EDP - Hardware	\$294,525
Grand Total Miscellaneous Property Scheduled	\$1,240,651
Grand Total Miscellaneous Property Unscheduled	\$1,321,125
Grand Total Additional Property Scheduled Value	\$2,856,301



Schedule of Covered Vehicles

City of Huron, Erie County

Effective Date: 12/01/2025

Expiration Date: 12/01/2026

Printed on: 10/30/2025

#	Year	Make	Model	VIN	Type	Value	Valuation	Comp	Ded	Coll	Ded
1	2014	Dodge	Charger Admin Car	S#9034	Passenger Car/Vans/Pickups	32,000	ACV	Y	\$1,000	Y	\$1,000
2	2014	Dodge	Charger Police Car	S#9035	Police	32,000	ACV	Y	\$1,000	Y	\$1,000
3	2002	Trailer	Hudson Trailer	S#0069	Trailers	3,500	ACV	Y	\$1,000	Y	\$1,000
4	2000	Trailer	Mac Lander Trailer	S#1365	Trailers	3,150	ACV	Y	\$1,000	Y	\$1,000
5	1995	Trailer	Pioneer Trailer	S# TBD	Trailers	3,015	ACV	Y	\$1,000	Y	\$1,000
6	2012	Trailer	Trailer	S#2004	Trailers	4,495	ACV	Y	\$1,000	Y	\$1,000
7	2012	Miscellaneous	Tymco 600 Street Sweeper	S#6665	Road Maintenance	209,471	ACV	Y	\$1,000	Y	\$1,000
8	2008	Ford	F4D Super Duty	S#1395	Heavy	60,541	ACV	Y	\$1,000	Y	\$1,000
9	2012	Ford	F550 4x4 w/Plow #34	S#8562	Heavy	83,135	ACV	Y	\$1,000	Y	\$1,000
10	2002	GMC	Topkick 7500 Dump Truck	S#1876	Dump Trucks	54,150	ACV	Y	\$1,000	Y	\$1,000
11	2012	Dodge	Charger Admin Car	S#5245	Passenger Car/Vans/Pickups	30,457	ACV	Y	\$1,000	Y	\$1,000



Schedule of Covered Vehicles

City of Huron, Erie County

Effective Date: 12/01/2025

Expiration Date: 12/01/2026

Printed on: 10/30/2025

12	2014	Ford	F150 Supercrew Pick Up	S#0443	Passenger Car/Vans/Pickups	26,000	ACV	Y	\$1,000	Y	\$1,000
13	2008	Ford	F250 Pick Up	S#6665	Passenger Car/Vans/Pickups	25,000	ACV	Y	\$1,000	Y	\$1,000
14	2011	Ford	F250 Super Duty Fire Dept. Vehicle	S#3631	Fire Trucks	24,361	ACV	Y	\$1,000	Y	\$1,000
15	2003	Ford	F350 Bucket Truck #30	S#9460	Heavy	42,913	ACV	Y	\$1,000	Y	\$1,000
16	2012	Ford	F350 SD w/Plow #31	S#6844	Lt. Med Trucks	37,126	ACV	Y	\$1,000	Y	\$1,000
17	1974	Trailer	Trailer Water Department	S# TBD	Trailers	3,009	ACV	Y	\$1,000	Y	\$1,000
18	2014	Dodge	Charger Police	S#7720	Police	32,500	ACV	Y	\$1,000	Y	\$1,000
19	2014	Dodge	Charger Police	S#7953	Police	32,500	ACV	Y	\$1,000	Y	\$1,000
20	2014	Ford	Pick Up	S#7811	Passenger Car/Vans/Pickups	24,000	ACV	Y	\$1,000	Y	\$1,000
21	2015	Ford	F350 Pick Up	S#6209	Passenger Car/Vans/Pickups	32,000	ACV	Y	\$1,000	Y	\$1,000
22	2015	Ford	Dump Truck	S#9277	Dump Trucks	37,000	ACV	Y	\$1,000	Y	\$1,000
23	2015	Kenworth	Truck w/Henderson Body, Spreader and Plow Package	S#8148	Heavy	143,419	ACV	Y	\$1,000	Y	\$1,000



Schedule of Covered Vehicles

City of Huron, Erie County

Effective Date: 12/01/2025

Expiration Date: 12/01/2026

Printed on: 10/30/2025

24	2016	Ford	F150 Pickup	S#7759	Passenger Car/Vans/Pickups	36,850	ACV	Y	\$1,000	Y	\$1,000
25	2016	Kenworth	Dump Truck w/Plow	S#3209	Dump Trucks	143,955	ACV	Y	\$1,000	Y	\$1,000
26	2018	Ford	Explorer (Police)	S#9740	Police	35,892	ACV	Y	\$1,000	Y	\$1,000
27	2018	Ford	Explorer (Police)	S#9741	Police	35,892	ACV	Y	\$1,000	Y	\$1,000
28	2020	Ford	Explorer (Fire)	S#2666	Passenger Car/Vans/Pickups	49,343	ACV	Y	\$1,000	Y	\$1,000
29	2016	Dodge	Charger	S#0061	Police	29,247	ACV	Y	\$1,000	Y	\$1,000
30	2018	Ford	F250 Pickup (Parks & Rec)	S#6703	Passenger Car/Vans/Pickups	29,484	ACV	Y	\$1,000	Y	\$1,000
31	2018	Freightliner	Extreme Vac (Street)	S#7423	Extra Heavy	179,320	ACV	Y	\$1,000	Y	\$1,000
32	2018	Ford	F150 Service Pickup (Water)	S#7819	Passenger Car/Vans/Pickups	22,686	ACV	Y	\$1,000	Y	\$1,000
33	2019	Ford	F350 Pickup (Parks & Rec)	S#4700	Passenger Car/Vans/Pickups	27,719	ACV	Y	\$1,000	Y	\$1,000
34	2016	Dodge	Charger	S#0060	Police	29,246	ACV	Y	\$1,000	Y	\$1,000
35	2022	Trailer	United Trailer (Fire)	S#9355	Trailers	13,000	ACV	Y	\$1,000	Y	\$1,000
36	2021	Ford	Explorer	S#3774	Police	44,823	ACV	Y	\$1,000	Y	\$1,000



Schedule of Covered Vehicles

City of Huron, Erie County

Effective Date: 12/01/2025

Expiration Date: 12/01/2026

Printed on: 10/30/2025

37	2021	Ford	Interceptor	S#3776	Police	44,823	ACV	Y	\$1,000	Y	\$1,000
38	2021	Ford	Interceptor	S#3777	Police	44,823	ACV	Y	\$1,000	Y	\$1,000
39	2021	Ford	Explorer	S#3775	Police	44,823	ACV	Y	\$1,000	Y	\$1,000
40	2022	Ford	F-550 Dump/Plow Truck	S#6287	Dump Trucks	122,645	ACV	Y	\$1,000	Y	\$1,000
41	2023	Ford	Utility Interceptor	S#3306	Police	43,569	ACV	Y	\$1,000	Y	\$1,000
42	2023	Ford	Utility Interceptor	S#2935	Police	43,569	ACV	Y	\$1,000	Y	\$1,000
43	2024	Chevrolet	Tahoe Police	S#2597	Police	52,160	ACV	Y	\$1,000	Y	\$1,000
44	2024	Ford	F250 Pickup (Parks)	S#4141	Passenger Car/Vans/Pickups	54,050	ACV	Y	\$1,000	Y	\$1,000
45	2025	Ford	Interceptor	S#7391	Police	62,563	ACV	Y	\$1,000	Y	\$1,000
46	2025	Ford	Interceptor	S#1076	Police	62,563	ACV	Y	\$1,000	Y	\$1,000
47	2020	Emergency One	Typhoon Pumper	S#3337	Fire Trucks	750,000	RC	Y	\$1,000	Y	\$1,000
48	2024	Freightliner	Ambulance	S#6593	Ambulances	360,900	RC	Y	\$1,000	Y	\$1,000
49	2020	Freightliner	Ambulance	S#8342	Ambulances	360,900	RC	Y	\$1,000	Y	\$1,000



Schedule of Covered Vehicles

City of Huron, Erie County

Effective Date: 12/01/2025

Expiration Date: 12/01/2026

Printed on: 10/30/2025

50	2024	Freightliner	Ambulance	S#6594	Ambulances	360,900	RC	Y	\$1,000	Y	\$1,000
51	2023	Ford	F350 Service Body Truck (Water)	S#3095	Lt. Med Trucks	60,000	ACV	Y	\$1,000	Y	\$1,000
52	2019	Trailer	American Trailer (Parks & Rec)	S#2724	Trailers	20,000	ACV	Y	\$1,000	Y	\$1,000
53	2022	Trailer	Sure-Trac Trailer (Parks & Rec)	S#2068	Trailers	20,000	ACV	Y	\$1,000	Y	\$1,000
54	2017	Trailer	Tilt Deck Trailer for Roller (Water)		Trailers	20,000	ACV	Y	\$1,000	Y	\$1,000
55	0	Trailer	Enclosed Equipment Trailer		Trailers	20,000	ACV	Y	\$1,000	Y	\$1,000
56	2000	Trailer	Mowing Trailer (Streets)	S#3668	Trailers	10,000	ACV	Y	\$1,000	Y	\$1,000
57	2026	Mack	MD7 Dump Truck	S#8456	Dump Trucks	122,910	ACV	Y	\$1,000	Y	\$1,000

Total Location Vehicle Value: 4,334,397

Total ACV Value: 2,501,697 **Total RC Value:** 1,832,700 **Total SA Value:** 0 **Grand Total Vehicle Value:** 4,334,397



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 79-2025 (*submitted by Stuart Hamilton*)
DATE: November 12, 2025

Subject Matter/Background

Council previously adopted Resolution No. 62-2025 on September 23, 2025 authorizing acceptance of a quote from D.L. Smith Concrete LLC to perform concrete repairs relating to the Oakhurst Drive/Wilbor Avenue Repaving Project in the amount of \$74,914 (see copy of Res 62-2025 attached hereto as Exhibit 1).

Resolution No. 79-2025 requests acceptance of Change Order #1 submitted by D.L. Smith Concrete LLC in the amount of \$7,326 for excavation of subgrade and installation of 99 tons of 304 aggregate 6" thick under all pavement replacements.

Financial Review

The referenced legislation is required to allow for the initial change order increasing the original cost by \$7,325. The change order allows the project to stay within appropriated parameters.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 79-2025 is in order.

[Exh 1 Res 62-2025 \(adopted 9-23-25\) DL Smith Concrete Oakhurst and Wil \(1\).pdf](#)
[Resolution No. 79-2029 DL Smith Paving CO 1 Oakhurst Wilbor \\$7,326 \(1\).docx](#)
[Resolution No. 79-2025 Exh A CO #1 DL Smith Paving \\$7,326.pdf](#)

RESOLUTION NO. 62-2025

Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE QUOTE AND ENTER INTO AN AGREEMENT WITH D.L. SMITH CONCRETE LLC FOR CONSTRUCTION SERVICES RELATING TO CONCRETE PAVEMENT REPAIRS TO BE COMPLETED ON OAKHURST COURT AND WILBOR AVENUE IN THE CITY OF HURON, OHIO IN THE AMOUNT OF SEVENTY-FOUR THOUSAND NINE HUNDRED FOURTEEN AND 00/100 DOLLARS (\$74,914.00).

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


SECTION 1. That the Interim City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with D.L. Smith Concrete LLC for construction services relating to concrete pavement repairs to be completed on Oakhurst Court and Wilbor Avenue in the City of Huron, Ohio in the amount of Seventy-Four Thousand Nine Hundred Fourteen and 00/100 Dollars (\$74,914.00), which Proposal is attached hereto as Exhibit "A."

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

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

23 SEP 2025



585 Old State Road
Norwalk, Ohio 44857
Office: 419.499.9000
dlsmithconcrete@yahoo.com

Proposal

Date:	Estimate No.
9-17-25	

Job Name:
Huron Wilbur & Oakhurst

Name/ Address
City of Huron

Line Item	Description	Units	Quantity	Rate:	Total:
	<p>Wibur Ave</p> <p>Full Depth Pavement Removal and Rigid Replacement, 8" Thick Class QCMS per ODOT 452 incl. Hook Bolts and Dowel Bar Baskets</p>	SY	277.00	\$128.00	\$35,456.00
	<p>Oakhurst</p> <p>Full Depth Pavement Removal and Rigid Replacement, 8" Thick Class QCMS per ODOT 452 incl. Hook Bolts and Dowel Bar Baskets</p>	SY	315.00	\$122.00	\$38,430.00
	Remove and Replace 24" Roll Curb	FT	29.00	\$45.00	\$1,305.00
	Excavate subgrade and install compacted 304 aggregate (Contingency)	CY		\$74.00	
	<p>Price includes excavation for line items listed. Concrete forming, pouring, finishing, curing, and cutting. Price does not include bond, surveying and grade staking, permits, any winter pouring provisions, or concrete testing. Payment due within 30 days after D. L. Smith Concrete, LLC completes scope of work.</p> <p>Project bid from estimated quantities. Actual quantities installed will be billed.</p>				
					\$75,191.00

We Appreciate the opportunity to quote the above mentioned project. If you have any questions regarding this quotation, please contact **Derek Smith** at (419)-706-3298 or **derek.dlsmithconcrete@gmail.com**

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

x
Signature of Acceptance _____ Date _____

RESOLUTION NO. 79-2025

Introduced by Sam Artino

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FROM D.L. SMITH CONCRETE LLC FOR THE PROVISION OF CONSTRUCTION SERVICES RELATED TO CONCRETE PAVING ON OAKHURST DRIVE AND WILBOR AVENUE IN THE CITY OF HURON, OHIO, IN AN AMOUNT NOT TO EXCEED SEVEN THOUSAND THREE HUNDRED TWENTY-SIX AND XX/100 DOLLARS (\$7,326.00), BRINGING THE AGGREGATE AMOUNT OF THE CONTRACT TO EIGHTY-TWO THOUSAND TWO HUNDRED FORTY AND XX/100 DOLLARS (\$82,240.00)

WHEREAS, Council previously adopted Resolution No. 62-2025 on September 23, 2025, authorizing an Agreement with D.L. Smith Concrete LLC for the provision of construction services related to concrete repaving on Oakhurst Drive and Wilbor Avenue in the amount of Seventy-Four Thousand Nine Hundred Fourteen and xx/100 (\$74,914.00); and

WHEREAS, D.L. Smith Concrete LLC has submitted Change Order #1 in the amount of Seven Thousand Three Hundred Twenty-Six and xx/100 (\$7,326.00) due to addition of excavation of subgrade and installation of compacted 304 aggregate necessary for proper completion of the project, which increases the total to Eighty-Two Thousand Two Hundred Forty (\$82,240.00); and

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

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

SECTION 1: That the City Manager be, and he hereby is, authorized to accept Change Order No. 1 in the amount of Seven Thousand Three Hundred Twenty-Six and xx/100 Dollars (\$7,326.00) from D.L. Smith Concrete LLC to reflect additional excavation and installation of compacted 304 aggregate necessary to properly complete the concrete repaving of Oakhurst Drive and Wilbor Avenue, bringing the total to an amount not to exceed Eighty-Two Thousand Two Hundred Forty and xx/100 Dollars (\$82,240.00). A copy of Change Order #1 is attached hereto as Exhibit "A."

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

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

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:



Concrete LLC
585 Old State Road
Norwalk, OH 44857
Phone: (419) 499-9000
Fax: (419) 499-9001

Invoice

Invoice Number
1546
Invoice Date
10/24/2025

Bill To: City of Huron

Re: Huron Wilbur & Oakhurst

Job No	Customer Job No	Customer PO	Payment Terms		Due Date
2025105			Net 30 Days		11/23/2025
Quantity	Description		U/M	Rate/Unit	Price
	Wilbor Ave				
277.00	Full Depth Pavement Removal and Rigid Replacement, 8" Thick Class QCMS per ODOT 452 incl. Hook Bolts and Dowel Bar Baskets			127.00	35,179.00
	Oakhurst				
315.00	Full Depth Pavement Removal and Rigid Replacement, 8" Thick Class QCMS per ODOT 452 incl. Hook Bolts and Dowel Bar Baskets			122.00	38,430.00
29.00	Remove and Replace 24" Roll Curb			45.00	1,305.00
99.00	Excavate subgrade and install compacted 304 aggregate 6" thick under all pavement			74.00	7,326.00

Subtotal	\$	82,240.00
Sales Tax (if applicable)	\$	0.00

Total Due \$ 82,240.00

Thank you for your business!



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No.80-2025 (*submitted by Doug Steinwart*)
DATE: November 12, 2025

Subject Matter/Background

Resolution No. 80-2025 authorizes a Revocable License for Non-Federal Use of Federal Real Property relating to the sub-marine electrical cable previously used to power the Huron Harbor Lighthouse. Prior to 2020, the Coast Guard solarized the lighthouse light several years ago and no longer required commercial power. The cable had been de-energized and the meter turned off. In May of 2020 the City executed a Revocable License with the Coast Guard to re-energize the cable and have the meter billed to the City's account to illuminate the lighthouse with floodlights. That agreement expired on April 30, 2025.

The City wishes to continue powering the lighthouse floodlights using the cable owned by the Coast Guard and this agreement will allow it to do so through March 31, 2029. This agreement will also allow the City of Huron to utilize the electrical switchgear located within the lighthouse.

Financial Review

Finance review included insurance investigation related to the lighthouse, general liability and BWC coverages are required to be in place. Although the City does not specifically insure the lighthouse / lighthouse property, the City and its staff are covered regarding BWC and general liability coverage for any work performed on the property.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 80-2025 is in order.

[Resolution No. 80-2025 Coast Guard License Agreement Huron Lighthouse Sub-Marine Power Cable.docx](#)

[Resolution No. 80-2025 Exh 1 Agreement with Coast Guard for Lighthouse Power Cable Use.pdf](#)

RESOLUTION NO. 80-2025

Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A REVOCABLE LICENSE FOR NON-FEDERAL USE OF FEDERAL REAL PROPERTY WITH THE UNITED STATES COAST GUARD FOR USE OF A SUB-MARINE ELECTRICAL CABLE AND ELECTRICAL SWITCHGEAR TO POWER THE HURON HARBOR LIGHTHOUSE FLOODLIGHTS THROUGH MARCH 30, 2029.

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

SECTION 1: That the Huron City Council authorizes the City Manager to execute the attached written Revocable License for Non-Federal use of Federal Real Property identified as Exhibit "A" on behalf of the City of Huron for the lease of a certain sub-marine electrical cable and related electrical switchgear to power the Huron Harbor Lighthouse floodlights through March 30, 2029.

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

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

Mark Claus, Vice-Mayor

ATTEST:

Clerk of Council

ADOPTED:

U.S. DEPARTMENT OF HOMELAND SECURITY - U.S. COAST GUARD Form SILC-1100 (05/2021)	REVOCABLE LICENSE FOR NON-FEDERAL USE OF FEDERAL REAL PROPERTY	LICENSE NUMBER:
Pursuant to 14 U.S.C. § 504(a)(14), the United States of America, acting by and through the Commandant of the U.S. Coast Guard, grants to the Licensee named herein a non-exclusive and revocable license, at will, affecting the property described and for the purpose designated below, subject to all of the general conditions and special conditions as set forth herein.		
1. COAST GUARD ACTIVITY <i>(Property location)</i>	2. LICENSE EFFECTIVE TERM <i>(Inclusive)</i> FROM: _____ TO: _____	
3. DESCRIPTION OF PROPERTY AFFECTED <i>[the "Premises"]</i> <i>RPUID Number(s)</i> As shown on Exhibit _____, attached hereto and made a part hereof.		
4. PURPOSE OF LICENSE <i>(Specific use)</i>		
5. CONSIDERATION <i>(Check here if applicable)</i> The Licensee shall pay a fee of \$ _____ per _____, payable in advance, which is based on Fair Market Value for the use of the Premises. Payments shall reference the License No. above and be sent to: Bank of America, Lockbox 530249 (ART/OTHERS), 1075 Loop Rd., Atlanta, GA 30337-6002.		
6. LICENSOR U.S. Department of Homeland Security – U.S. Coast Guard	NAME AND OFFICIAL TITLE <i>(Type)</i> Real Estate Contracting Officer DATE	SIGNATURE
PRIMARY POINT OF CONTACT	TELEPHONE	EMAIL
7. LICENSEE** <i>(Give Full Name and Address)</i>	NAME AND OFFICIAL TITLE <i>(Type)</i> DATE	SIGNATURE
PRIMARY POINT OF CONTACT	TELEPHONE	EMAIL

****If Licensee is other than an individual:** I certify that I am an officer or managing member of the entity named herein as Licensee and that the person who accepted this License was duly authorized by the Licensee's governing body to accept this License on behalf of the Licensee.

SPECIAL AND GENERAL CONDITIONS

8. SPECIAL CONDITIONS. By the acceptance of this license, the Licensee agrees to abide and be bound by the following SPECIAL CONDITIONS:

As shown on Exhibit , attached hereto and made part hereof. No Special Conditions.

9. GENERAL CONDITIONS. By the acceptance of this license, the licensee agrees to abide and be bound by the following:

a) **COMPLIANCE WITH LAWS AND ORDINANCES.** In the exercise of any privilege granted by this License, Licensee, its agents, employees, guests, or invitees, shall, at no cost to the Licensor, comply with all applicable federal, state, tribal, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, security, and accessibility of the Premises. The Licensor may inspect the premises as needed to confirm Licensee's compliance. In particular:

- (1) The Licensee shall comply and ensure its agents, employees, guests, or invitees comply with 41 C.F.R. 102-74 Subpart C "Conduct on Federal Property".
- (2) Licensee is responsible for obtaining any necessary licenses, permits and other permissions, including without limitation for fire and life safety requirements, to engage in its activities. Licensor is not responsible for obtaining such licenses, permits and other permissions for Licensee or for allowing Licensee to use Licensor's licenses, permits and other permissions for Licensee's activities.
- (3) The Licensee agrees that no person will be discriminated against in connection with the use made by the Licensee of the property on the grounds of age, sex, handicap, religion, race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the Licensee in that any activity, program or use made of the property by the Licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 and all other applicable regulations. The Licensee will obtain from each person or firm, who through contractual or other arrangements with the Licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the Licensee by law and will furnish a copy of such agreement to the Licensor.
- (4) In its access and use of the Premises, Licensee shall comply with all applicable environmental requirements including requirements concerning regulating the quality of the environment and the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Licensee, including liability for any fines, penalties, or other similar enforcement costs. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (5) In its access and use of the Premises, Licensee shall comply with all applicable laws regarding occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances. Responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances discovered on the Premises, including those hazardous wastes and hazardous substances generated by the Licensee, is governed by applicable law. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in Federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation, and Liability Act of 1980, Solid Waste Disposal Act, the Clean Air Act, and Toxic Substances Control Act, and their implementing regulations, as they have been or may be amended from time to time. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (6) The Licensee shall use all required means to protect the environment and natural resources from any damage arising from the Licensee's use of the premises and activities incident to such use. The Licensee may not unlawfully pollute the air, ground, or water, nor create a public nuisance. If any damage results to the environment or natural resources, the Licensee shall restore the environment or damaged resources. The Licensee shall be solely responsible for all environmental cleanup cost and any claims for damage done to any natural resources, resulting from the Licensee's use of the premises and activities incident to such use. The Licensee shall indemnify the Licensor and hold it harmless from any claims for environmental cleanup or natural resource damage that may be made against the Licensor resulting from the Licensee's use of the premises and activities incident to such use. Except as agreed upon by the Licensor and the Licensee or reasonably demonstrated by appropriate investigation and analysis, all contamination, degradation or other damage to the environment or natural resources at the premises will be presumed to be the responsibility of the Licensee, including any contamination, degradation or other damage existing at the time this License becomes effective. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (7) In its access and use of the Premises, Licensee shall not remove or disturb, or cause or License to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event Licensee discovers such items on the Premises, Licensee shall cease its activities at the site and immediately notify the Installation Commander and protect the site and the material from further disturbance until the Installation Commander gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Licensee. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (8) If the term of this License is greater than one (1) year, the Licensee shall provide reports to the Licensor, on an annual basis on the anniversary date of the commencement of this License, demonstrating that Licensee is in compliance with all statutory and regulatory requirements such as: the National Environmental Policy Act, 42 U.S.C. §§ 4321 et seq.; Federal Water Pollution Control Act (aka the Clean Water Act), 33 U.S.C. §§ 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Solid Waste Disposal Act, as amended (aka Resource Conservation and Recovery Act), 42 U.S.C. §§ 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Coastal Zone Management Act, 16 U.S.C. §§ 1445 et seq.; the Federal Insecticide Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; the

GENERAL CONDITIONS CONTINUED

National Historic Preservation Act, 16 U.S.C. §§ 470 et seq.; the Endangered Species Act, 16 U.S.C. §§ 1531 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq.; and the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. §§ 2641 et seq. Such reports shall include copies of Licenses, consultation records and other appropriate documentation. In addition, upon request by the Licensor, the Licensee shall provide the Licensor with copies of any documentation or other records reasonably necessary to ensure compliance with the Licensee's obligations under this License. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.

(b) **CONDITION OF PREMISES.** Licensee has inspected and knows the condition of the Premises. The Premises are granted in an "as is, where is" condition without any warranty, representation, or obligation on the part of Licensor to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. At such times and for such part of the Premises as Licensor may determine, the Licensee shall execute a Physical Condition Report to reflect the condition of the Premises prior to the Premises being disturbed by the activities of Licensee, which shall be used to indicate the condition of the Premises prior to the activities of the Licensee in comparison with the condition of the Premises subsequent to the activities of Licensee to ensure Licensee returns the Premises to the condition required by this License.

(c) **RESTORATION OF PREMISES.** On or before the date of expiration of this License or within 30 days after its abandonment by the Licensee or termination by the Licensor, Licensee shall vacate the Premises, remove its property therefrom, and restore the Premises to their original condition without expense to the United States. Such restoration shall include, if applicable, removal of contamination caused by Licensee. The obligations of Licensee, including those regarding remediation of environmental damage and removal of any structures, facilities, and equipment installed by Licensee, shall remain in effect after the termination of this License, until restoration has been completed to the satisfaction of the Licensor.

(d) **PREMISES SUBJECT TO LICENSOR CONTROL.** The Licensee's use of the Premises shall be subject to the control of and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Homeland Security, the Commandant of the U.S. Coast Guard, or by any designated military commander or other official responsible for the Premises (the "Installation Commander"). Violation of any such regulations, orders, or conditions may result in the termination of this License. The Licensee's rights shall be subject to such rules and regulation as may be promulgated by the Licensor to ensure that the exercise of such rights shall not unreasonably interfere with the Licensor's activities or security on Licensor's Property.

(e) **OTHER GRANTS OF ACCESS.** This License is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. Licensor reserves the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make additional uses with respect to the Premises without regard to this License.

(f) **PROTECTION OF PREMISES.** In the exercise of the privileges pursuant to this License, Licensee shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to Licensor. Licensee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, environmental damage or contamination, or other causes related to Licensee's activities. If this License gives possession of United States property, the Licensee shall at all times keep the Premises in a sanitary condition satisfactory to Licensor.

(g) **DAMAGE.** Licensee shall not destroy, displace or damage United States property in the exercise of the privilege granted by this License without the prior written consent of the Licensor and the express agreement of the Licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to the Licensor upon demand. Any interference with the use of or damage or destruction to property under control of the Licensor, incident to the exercise of the rights and privileges herein granted shall be promptly corrected by Licensee to the satisfaction of Licensor. If Licensee fails to promptly correct such damage or destruction within a reasonable time after being notified to do so by Licensor, the Licensor may correct such damage or destruction and Licensee shall be liable for the costs of such correction.

(h) **ALTERATIONS TO PREMISES.** The Licensee shall not make any substantive alterations, additions, improvements, construction or destruction to, upon, over or under the Premises of any kind or character, except such as are specifically authorized herein.

(i) **LICENSOR PROPERTY.** Any United States property which must be removed by the Licensee in the exercise of the privilege granted by this License shall be stored, relocated or removed from the site, and returned to its original location upon termination of this License, at the sole cost and expense of the Licensee, only as approved and directed in writing by the Licensor.

(j) **LICENSEE PROPERTY.** Any property of the Licensee installed or located on the property affected by the Licensee shall be removed upon thirty (30) days written notice from Licensor.

(k) **OPERATION.** The Licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of United States business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

(l) **INTERFERENCE.** In the exercise of the rights granted by this License, the Licensee shall not in any way interfere with: operation and equipment under the control of the Licensor; navigational aids or equipment; or equipment or other property authorized, installed, and operated in the vicinity. The equipment, property, or fixtures installed and operated by Licensee pursuant to this License shall not in any way pose any hazard to life, health, or safety. The Licensee shall at no time permit or allow: any interference with the Licensor's operations or access rights; or access to any Licensor equipment or facilities, including but not limited to aids to navigation or radio beacons.

(m) **CONTROLLED SUBSTANCES AND ALCOHOLIC BEVERAGES.** Licensee shall not permit or allow any controlled substances or any alcoholic beverages to be brought onto, possessed, used, solicited, transferred, or sold on the installation, except for evidence seized during performance of official law enforcement duties.

(n) **SOLICITATIONS.** Licensee, its officers, employees, contractors, agents and guests and the participants in its activities may not engage in any activities while on the Premises that may reasonably be construed as the solicitation of funds for private or commercial interests, including fund raising for nonprofit organization or causes.

(o) **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the Licensee. The Licensee's use and occupancy of the premises shall be without cost or expense to the Licensor.

(p) **INSURANCE.** At all times this License shall be in effect, the Licensee, at no expense to the Licensor, shall carry and maintain, and require its contractors, if any, of any tier performing work on the Premises to carry and maintain, the following insurances, which shall name the Licensor as an additional insured:

GENERAL CONDITIONS CONTINUED

(1) Comprehensive general liability insurance on an "occurrence basis" against claims for "personal injury," including without limitation, bodily injury, death, or property damage, occurring upon, in, or about the Premises including any buildings thereon and adjoining sidewalks, streets, and passageways, such insurance to afford immediate minimum protection at all times during the term of this License, with limits of liability in amounts approved from time to time by Licensor, but not less than ONE MILLION DOLLARS (\$1,000,000) in the event of bodily injury and death to any one or more persons in one accident, and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for property damage. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of Licensee by an invitee or any other person or organization, or involving any owned, non-owned, or hired automotive equipment in connection with Licensee's activities.

(2) If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

All policies of insurance which this License requires Licensee to carry and maintain or cause to be carried or maintained pursuant to this License shall be affected under valid and enforceable policies, in such forms and amounts as may be required under this License, issued by insurers of recognized responsibility. All such policies of insurance shall be for the mutual benefit of Licensor and Licensee. Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Licensee or Licensor or any other person; provided that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by Licensor of written notice thereof; provided that the insurer shall have no right of subrogation against Licensor; and be reasonably satisfactory to Licensor in all other respects. In no circumstances will Licensee be entitled to assign to any third party rights of action which Licensee may have against Licensor. The foregoing notwithstanding, any cancellation of insurance coverage based on nonpayment of the premium shall be effective after fifteen (15) days written notice to Licensor. Licensee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by Licensee under this Section will constitute a failure to comply with the terms of the License.

Licensee shall deliver or cause to be delivered upon execution of this License, and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this paragraph, to Licensor a certificate of insurance evidencing the insurance required by this License.

(q) **LIABILITY AND INDEMNIFICATION.** Licensor shall not be responsible for damage to property or injuries to persons which may arise from or be attributable or incident to, the condition or state of repair of the Premises, due to its use and occupation by Licensee. Licensee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors or any tier, agents, invitees, or others by reason of or incident to Licensee's use of the Premises, and its activities conducted under this License. Licensee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises. Licensee shall indemnify and hold Licensor harmless against any and all judgments, expenses, and taxes. Liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of Licensee, whether tortious, contractual, or other, except to the extent such claim or charges is cognizable under the Federal Tort Claims Act. The Licensee shall save, hold, indemnify and keep harmless the United States, its agents, and employees from and against any and all payments, expenses, costs, attorney's fees, and from and against any and all claims and liability for losses or damage to property or injuries to persons or death, directly or indirectly due to the exercise by the Licensee, its agents, employees, guests, or invitees, of the privilege granted by this License, or any other act or omission of Licensee, including failure to comply with the obligations of this License.

(r) **TRANSFER, ASSIGNMENT, LEASING OR DISPOSAL.** Licensee shall not transfer, permit, license, assign, lease, or dispose of in any way (including, but not limited to, sale, merger, consolidation, receivership, or other means) this License or any interest therein or the Premises or any portion thereof, or otherwise create any interest therein.

(s) **LIENS AND MORTGAGES.** Licensee shall not engage in any financing or other transaction creating any mortgage upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance or suffer any levy or attachment to be made on Licensee's interest in the Premises under this License. On the date of the execution or filing of record of any such mortgage, encumbrance, or lien, regardless of whether or when it is foreclosed or otherwise enforced, this License shall terminate without further action by Licensor.

(t) **GUARANTEE DEPOSIT / BOND.** Any deposit which may be required to guarantee compliance with the terms and conditions of this License shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to Licensor. Any bond required by this License shall be in the amount designated above, executed in manner and form and with sureties satisfactory to Licensor.

(u) **AVAILABILITY OF FUNDS.** The obligations of Licensor under this License shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License.

(v) **VARIATIONS AND MODIFICATIONS.** The Licensee shall promptly comply with such further conditions and requirements as Licensor may hereafter prescribe in writing. The Licensee shall not vary or depart from the terms of this License without prior written consent of Licensor. This License may only be modified or amended in writing, which shall be duly executed by the authorized representatives of the parties.

(w) **TERMINATION.** This License may be terminated at will and in the Licensor's sole discretion and such termination shall not create any liability on the part of Licensor for Licensee's costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities, or any other costs, profits, or fees, and any such costs and anticipated profits or fees will not be recoverable from Licensor.

(x) **ENTIRE AGREEMENT.** It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Licensee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein.

(y) **SECTION AND PARAGRAPH HEADINGS.** The headings containing in this License, its Attachments, and Exhibits are to facilitate reference only and shall not in any way conflict with the construction or interpretation of the rest of the text and meaning of the License.

(z) **CONFLICT BETWEEN GENERAL AND SPECIAL CONDITION(S).** If any special condition(s) conflict with any general condition(s), then the general condition(s) shall be null and void to the minimum extent necessary to give effect to the special condition(s).

(aa) No advertisements, commercial, political or otherwise, will be placed by Licensee or allowed on the Licensor's property.

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