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

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, December 9, 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**
 - III.a** Minutes of the September 9th and September 23rd regular Council meetings, and minutes of the September 23rd Council work session.
- 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. 2025-31 **(second reading)** *(submitted by Isaac Phillips)*
An ordinance adopting the 2026 Municipal Budget.
 - V.b** Motion
Motion to affirm compliance with Section 7 of Ordinance No. 2022-50, with no changes.
- VI. New Business**
 - VI.a** Resolution No.82-2025 *(submitted by Chief Terry Graham)*
A resolution authorizing a memorandum of agreement with the Board of Education of the Huron City School District outlining duties, rights and expectations of the parties, and for allocation of partial funding of a School Resource Officer for a period of 1 year.
 - VI.b** Resolution No. 87-2025 *(introduced by Stuart Hamilton)*
A resolution accepting the bid and entering into an agreement with Thayer Power & Communications for professional construction services related to the HPP Substation Expansion Project in the amount of \$431,600.
 - VI.c** Resolution No. 88-2025 *(submitted by Jack Evans)*
A resolution authorizing the expenditure of funds to Kleinfelder Group Inc. for construction observation and specialty tank inspection services in the amount of \$82,490 relating to the 2 MG Elevated Water Tower Project.
 - VI.d** Resolution No. 89-2025 *(submitted by Capt. Mike Hohler)*
A resolution of necessity to place an additional 1.5 mill fire tax levy and requesting certification by the Erie County Auditor of the total current tax valuation of the City and revenue that would be generated by that additional levy.
 - VI.e** Resolution No. 90-2025 *(submitted by Isaac Phillips)*

A resolution authorizing an agreement with Software Solutions for the annual software contract for Visual Intelligence software in the amount of \$25,174.90.

VI.f Ordinance No. 2025-32 (*submitted by Isaac Phillips*)

An ordinance establishing Huron Codified Ordinance Section 161.04(A) Exhibit "A" Position and Salary Schedule.

VI.g Ordinance No. 2025-33 (*submitted by Isaac Phillips*)

An ordinance amending Section 161.04.1 of the Administrative Code of the Codified Ordinances establishing the salaries of the Law Director, Finance Director, Service Director, Fire Chief, and Police Chief.

VI.h Ordinance No. 2025-34 (*submitted by Stuart Hamilton*)

An ordinance amending the Asset Purchase Agreement dated February 1, 2021 between the City of Huron and AMP Transmission, LLC to extend the date for AMP's return of the transmission assets to the City and the City's obligation to enter into a lease agreement if AMPT is unable to recover its costs from the FERC, as well as completion of the second delivery point project, to December 31, 2026.

VI.i Ordinance No. 2025-35 (*submitted by Todd Schrader*)

A resolution authorizing an Amended and Restated Employment Agreement with Stuart Hamilton, City Manager, for a period of five (5) years.

VI.j Motion

Motion appointing Robert Lippert to the Erie County Board of Health for a five-year term ending December 31, 2030.

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. 2025-31 **(second reading)** *(submitted by Isaac Phillips)*
DATE: December 9, 2025

Subject Matter/Background

In accordance with the Municipal Charter, the FY 2026 City Manager's Recommended Budget was distributed for your review on November 21, 2025. This action follows the Annual Tax Budget and Finance Committee budget process. As required, a motion was passed at the November 12, 2025, meeting setting a date and time for the Public Hearing on the 2026 Recommended Budget and legal notice has been published. The Public Hearing will be held prior to the meeting on December 23, 2025, as required, in which Council must approve/deny/amend the budget as presented during the public hearing. The public hearing is in advance of Council's consideration of Ordinance 2025-31, which will authorize 2026 appropriations. A copy of the City Manager's Budget Narrative is attached hereto as Exhibit 1. The online budget book is included within the following link:
<https://stories.opengov.com/huronoh/published/Bb4uXP8eV>

Financial Review

A copy of the 2026 Budget Book as well as the supporting summarization presented to the Finance Committee as part of the 2026 Budget creation was distributed to Council on November 30, 2025. The Administration will present the budget during the public hearing scheduled for this meeting. This agenda item is lawfully adopting appropriations for the 2026 fiscal year. The 2026 initial appropriations are included in the attached exhibit.

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. 2025-31 on its second reading is in order.

[Ordinance No. 2025-31 Adopt 2026 Budget and Initial Appropriations Ordinance.docx](#)
[Ordinance No. 2025-31 Exh A 2026 Initial Appropriations.pdf](#)
[City_Manager_Budget_Message_2026_Exh_B.docx](#)

ORDINANCE NO. 2025-31

Introduced by Monty Tapp

AN ORDINANCE MAKING APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF HURON, OHIO DURING THE FISCAL YEAR ENDING DECEMBER 31, 2026.

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

SECTION 1. That the municipal budget heretofore prepared and submitted to the City Council by the City Manager, presented in a Public Hearing on December 23, 2025 is hereby adopted as the appropriation ordinance for the current expenses and other expenditures of the City of Huron during the fiscal year ending December 31, 2026, and there is hereby appropriated to the various funds and accounts the amounts set forth in Exhibit "A" on file in the office of the Clerk of Council, a true and correct copy of which is hereby made a part of this Ordinance as if fully set forth in the body hereof.

SECTION 2. That those sums which are expended from the above appropriations and are repaid by any other department, any firm, person or corporation shall be considered re-appropriated for such original purpose, provided the total appropriation as increased by and such repayment shall not be exceeded.

SECTION 3. The Director of Finance is hereby authorized to draw his warrants as approved by the City Manager for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefor, duly approved; provided, however, no warrants shall be drawn or paid for salaries or wages except for persons employed by authority of, and in accordance with, law or ordinance.

SECTION 4. That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22

SECTION 5. That, in accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

INITIAL APPROPRIATIONS 2026**GENERAL FUND****110**

| | | |
|--------------------------|--------------|---------------------|
| Police Department | | |
| Personnel Services | \$ 1,723,516 | |
| Other Expenses | \$ 273,500 | |
| Department Total: | | \$ 1,997,016 |

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|---------------------------------------|-----------|------------------|
| Police and Fire Communications | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 66,960 | |
| Department Total: | | \$ 66,960 |

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|--------------------------|-----------|-------------------|
| General Service | | |
| Personnel Services | \$ 52,777 | |
| Other Expenses | \$ 60,000 | |
| Department Total: | | \$ 112,777 |

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|---------------------------------|------------|-------------------|
| Building and Inspections | | |
| Personnel Services | \$ 226,552 | |
| Other Expenses | \$ 123,700 | |
| Department Total: | | \$ 350,252 |

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|-------------------------------|-----------|------------------|
| Information Technology | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 50,100 | |
| Department Total: | | \$ 50,100 |

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|--------------------------|------------|-------------------|
| City Manager | | |
| Personnel Services | \$ 155,677 | |
| Other Expenses | \$ 42,000 | |
| Department Total: | | \$ 197,677 |

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|--------------------------|-----------|------------------|
| Human Resources | | |
| Personnel Services | \$ 56,546 | |
| Other Expenses | \$ 6,000 | |
| Department Total: | | \$ 62,546 |

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|---------------------------|------------|-------------------|
| Finance Department | | |
| Personnel Services | \$ 101,348 | |
| Other Expenses | \$ 29,100 | |
| Department Total: | | \$ 130,448 |

INITIAL APPROPRIATIONS 2026

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|------------------------------|------------|-------------------|
| Income Tax Department | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 160,000 | |
| Department Total: | | \$ 160,000 |

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|--------------------------|------------|-------------------|
| Law Director | | |
| Personnel Services | \$ 107,875 | |
| Other Expenses | \$ 117,720 | |
| Department Total: | | \$ 225,595 |

| | | |
|--------------------------|-----------|------------------|
| City Council | | |
| Personnel Services | \$ 73,930 | |
| Other Expenses | \$ 11,000 | |
| Department Total: | | \$ 84,930 |

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|--------------------------|------------|-------------------|
| Municipal Court | | |
| Personnel Services | \$ 244,896 | |
| Other Expenses | \$ 18,305 | |
| Department Total: | | \$ 263,201 |

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|--------------------------|------------|-------------------|
| Public Buildings | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 161,057 | |
| Department Total: | | \$ 161,057 |

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|-------------------------------|------------|-------------------|
| Administrative Support | | |
| Personnel Services | \$ 100 | |
| Other Expenses | \$ 601,809 | |
| Department Total: | | \$ 601,909 |

| | | |
|--------------------------------|--------------|---------------------|
| Operating Transfers Out | | |
| Transfers Out | \$ 1,893,955 | |
| Advances Out | \$ - | |
| Department Total: | | \$ 1,893,955 |

| | | |
|----------------------------|--|---------------------|
| Total GENERAL FUND: | | \$ 6,358,423 |
|----------------------------|--|---------------------|

SPECIAL WARRANTS

111

| | | |
|--------------------------------|----------|-----------------|
| | | |
| Personnel Services | \$ 1,045 | |
| Other Expenses | \$ - | |
| Transfers Out | \$ - | |
| Total SPECIAL WARRANTS: | | \$ 1,045 |

INITIAL APPROPRIATIONS 2026**GARBAGE, RECYCLING, YARD WASTE FUND****201**

| | | |
|---|--------------|---------------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 1,055,234 | |
| Transfers Out | \$ - | |
| Total GARBAGE, RECYCLING, YARD WASTE FUND: | | \$ 1,055,234 |

PROPERTY MAINTENANCE FUND**202**

| | | |
|---|------------|-------------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 106,450 | |
| Transfers Out | \$ - | |
| Total PROPERTY MAINTENANCE FUND: | | \$ 106,450 |

PARKS AND RECREATION FUND**207**

| | | |
|---|------------|-------------------|
| | | |
| Personnel Services | \$ 439,049 | |
| Other Expenses | \$ 242,929 | |
| Transfers Out | \$ 66,500 | |
| Total PARKS AND RECREATION FUND: | | \$ 748,478 |

BOAT BASIN**210**

| | | |
|--------------------------|------------|-------------------|
| | | |
| Personnel Services | \$ 144,017 | |
| Other Expenses | \$ 130,870 | |
| Transfers Out | \$ 101,500 | |
| Total BOAT BASIN: | | \$ 376,387 |

HURON PARKS FOUNDATION**211**

| | | |
|--------------------------------------|-----------|------------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 20,000 | |
| Transfers Out | \$ - | |
| Total HURON PARKS FOUNDATION: | | \$ 20,000 |

STREET MAINTENANCE FUND**212**

| | | |
|---------------------------------------|------------|-------------------|
| | | |
| Personnel Services | \$ 367,948 | |
| Other Expenses | \$ 333,578 | |
| Transfers Out | \$ 110,000 | |
| Total STREET MAINTENANCE FUND: | | \$ 811,526 |

INITIAL APPROPRIATIONS 2026**STATE HIGHWAY****213**

| | | |
|-----------------------------|----|------------------|
| | | |
| Personnel Services | \$ | 35,921 |
| Other Expenses | \$ | 1,500 |
| Transfers Out | \$ | - |
| Total STATE HIGHWAY: | | \$ 37,421 |

SPECIAL FIRE LEVY**214**

| | | |
|---------------------------------|----|---------------------|
| | | |
| Personnel Services | \$ | 2,363,443 |
| Other Expenses | \$ | 380,783 |
| Transfers Out | \$ | 382,580 |
| Total SPECIAL FIRE LEVY: | | \$ 3,126,806 |

STREET LIGHTING**215**

| | | |
|-------------------------------|----|-------------------|
| | | |
| Personnel Services | \$ | 37,548 |
| Other Expenses | \$ | 180,684 |
| Transfers Out | \$ | - |
| Total STREET LIGHTING: | | \$ 218,232 |

COURT COMPUTER FUND**216**

| | | |
|-----------------------------------|----|------------------|
| | | |
| Personnel Services | \$ | - |
| Other Expenses | \$ | 83,500 |
| Transfers Out | \$ | - |
| Total COURT COMPUTER FUND: | | \$ 83,500 |

COURT CAPITAL PROJECTS**217**

| | | |
|--------------------------------------|----|------------------|
| | | |
| Personnel Services | \$ | - |
| Other Expenses | \$ | 29,000 |
| Transfers Out | \$ | - |
| Total COURT CAPITAL PROJECTS: | | \$ 29,000 |

INDIGENT ALCOHOL TREATMENT**218**

| | | |
|--|----|-----------------|
| | | |
| Personnel Services | \$ | - |
| Other Expenses | \$ | 1,000 |
| Transfers Out | \$ | - |
| Total INDIGENT ALCOHOL TREATMENT: | | \$ 1,000 |

INITIAL APPROPRIATIONS 2026

ENFORCEMENT/EDUCATION

219

| | | |
|-------------------------------------|----------|-----------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 4,000 | |
| Transfers Out | \$ - | |
| Total ENFORCEMENT/EDUCATION: | | \$ 4,000 |

POLICE RESOURCE OFFICER

220

| | | |
|---------------------------------------|-----------|------------------|
| | | |
| Personnel Services | \$ 88,086 | |
| Other Expenses | \$ - | |
| Transfers Out | \$ - | |
| Total POLICE RESOURCE OFFICER: | | \$ 88,086 |

INDIGENT DRIV INTERLOCK & ALCO

222

| | | |
|--|-----------------|-----------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 1,000 | |
| Transfers Out | \$ - | |
| Total INDIGENT DRIV INTERLOCK & ALCO: | \$ 1,000 | \$ 1,000 |

K9

224

| | | |
|--------------------|----------|-----------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 3,500 | |
| Transfers Out | \$ - | |
| Total K9: | | \$ 3,500 |

MARINE PATROL GRANT

225

| | | |
|-----------------------------------|-----------|------------------|
| | | |
| Personnel Services | \$ 20,201 | |
| Other Expenses | \$ 10,237 | |
| Transfers Out | \$ - | |
| Total MARINE PATROL GRANT: | | \$ 30,438 |

ARPA FUND

227

| | | |
|-------------------------|------|-------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ - | |
| Transfers Out | \$ - | |
| Total ARPA FUND: | | \$ - |

INITIAL APPROPRIATIONS 2026

MANDATORY TRUST FINE

270

| | | |
|------------------------------------|----|-------------|
| | | |
| Personnel Services | \$ | - |
| Other Expenses | \$ | - |
| Transfers Out | \$ | - |
| Total MANDATORY TRUST FINE: | | \$ - |

CONTRABAND FORFEITURE

271

| | | |
|-------------------------------------|----|-----------------|
| | | |
| Personnel Services | \$ | - |
| Other Expenses | \$ | 3,000 |
| Transfers Out | \$ | - |
| Total CONTRABAND FORFEITURE: | | \$ 3,000 |

PROBATION FUND

272

| | | |
|------------------------------|----|------------------|
| | | |
| Personnel Services | \$ | 40,136 |
| Other Expenses | \$ | 1,500 |
| Transfers Out | \$ | - |
| Total PROBATION FUND: | | \$ 41,636 |

FIRE PENSION FUND

274

| | | |
|---------------------------------|----|-------------------|
| | | |
| Personnel Services | \$ | 353,344 |
| Other Expenses | \$ | 871 |
| Transfers Out | \$ | - |
| Total FIRE PENSION FUND: | | \$ 354,215 |

POLICE PENSION FUND

275

| | | |
|-----------------------------------|----|-------------------|
| | | |
| Personnel Services | \$ | 278,100 |
| Other Expenses | \$ | 1,220 |
| Transfers Out | \$ | - |
| Total POLICE PENSION FUND: | | \$ 279,320 |

ECONOMIC DEVELOPMENT FUND

277

| | | |
|---|----|------------------|
| | | |
| Personnel Services | \$ | - |
| Other Expenses | \$ | 14,000 |
| Transfers Out | \$ | - |
| Total ECONOMIC DEVELOPMENT FUND: | | \$ 14,000 |

INITIAL APPROPRIATIONS 2026**EMPLOYEE BENEFIT RESERVE FUND****298**

| | | |
|---|----|-------------------|
| | | |
| Personnel Services | \$ | 221,180 |
| Other Expenses | \$ | - |
| Transfers Out | \$ | - |
| Total EMPLOYEE BENEFIT RESERVE FUND: | | \$ 221,180 |

EMPLOYEE BENEFIT RESERVE - WATER**299**

| | | |
|--|----|------------------|
| | | |
| Personnel Services | \$ | 20,230 |
| Other Expenses | \$ | - |
| Transfers Out | \$ | - |
| Total EMPLOYEE BENEFIT RESERVE - WATER: | | \$ 20,230 |

G.O. BOND RETIREMENT**301**

| | | |
|------------------------------------|----|---------------------|
| | | |
| Personnel Services | \$ | - |
| Other Expenses | \$ | 1,061,955 |
| Transfers Out | \$ | - |
| Total G.O. BOND RETIREMENT: | | \$ 1,061,955 |

CAPITAL IMPROVEMENT**401**

| | | |
|-----------------------------------|----|----------------------|
| | | |
| Personnel Services | \$ | - |
| Other Expenses | \$ | 13,220,648 |
| Transfers Out | \$ | - |
| Total CAPITAL IMPROVEMENT: | | \$ 13,220,648 |

CAPITAL EQUIPMENT RESERVE & REPLACEMENT**403**

| | | |
|---|----|-------------------|
| | | |
| Personnel Services | \$ | - |
| Other Expenses | \$ | 321,154 |
| Transfers Out | \$ | - |
| Total CAPITAL EQUIPMENT RESERVE & REPLACEMENT: | | \$ 321,154 |

RYE BEACH TIF**420**

| | | |
|-----------------------------|----|---------------|
| | | |
| Personnel Services | \$ | - |
| Other Expenses | \$ | 265 |
| Transfers Out | \$ | - |
| Total RYE BEACH TIF: | | \$ 265 |

INITIAL APPROPRIATIONS 2026

SAWMILL CREEK IMPROVEMENT TIF

421

| | | |
|---|-------------------|-------------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 165,823 | |
| Transfers Out | \$ - | |
| Total SAWMILL CREEK IMPROVEMENT TIF: | \$ 165,823 | \$ 165,823 |

SAWMILL CREEK PUBLIC INFRASTRUCTURE TIF

422

| | | |
|---|------------|-------------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 235,650 | |
| Transfers Out | \$ - | |
| Total SAWMILL CREEK PUBLIC INFRASTRUCTURE TIF: | | \$ 235,650 |

CONAGRA TIF FUND

423

| | | |
|--------------------------------|------------|-------------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 187,500 | |
| Transfers Out | \$ - | |
| Total CONAGRA TIF FUND: | | \$ 187,500 |

WATER BOND RETIREMENT

602

| | | |
|-------------------------------------|------------|-------------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 413,595 | |
| Transfers Out | \$ - | |
| Total WATER BOND RETIREMENT: | | \$ 413,595 |

WATER CAPITAL PROJECTS

603

| | | |
|--------------------------------------|---------------|----------------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 10,705,000 | |
| Transfers Out | \$ - | |
| Total WATER CAPITAL PROJECTS: | | \$ 10,705,000 |

WATER FUND

604

| | | |
|--------------------------|--------------|---------------------|
| | | |
| Personnel Services | \$ 1,683,890 | |
| Other Expenses | \$ 1,071,641 | |
| Transfers Out | \$ 402,000 | |
| Total WATER FUND: | | \$ 3,157,531 |

INITIAL APPROPRIATIONS 2026

STORM WATER FUND

605

| | | |
|--------------------------------|----|-------------------|
| | | |
| Personnel Services | \$ | 55,953 |
| Other Expenses | \$ | 63,000 |
| Transfers Out | \$ | - |
| Total STORM WATER FUND: | | \$ 118,953 |

ELECTRIC DEBT RETIREMENT FUND

652

| | | |
|---|----|-------------------|
| | | |
| Personnel Services | \$ | - |
| Other Expenses | \$ | 320,688 |
| Transfers Out | \$ | - |
| Total ELECTRIC DEBT RETIREMENT FUND: | | \$ 320,688 |

ELECTRIC CAPITAL FUND

653

| | | |
|-------------------------------------|----|---------------------|
| | | |
| Personnel Services | \$ | - |
| Other Expenses | \$ | 1,400,000 |
| Transfers Out | \$ | - |
| Total ELECTRIC CAPITAL FUND: | | \$ 1,400,000 |

ELECTRIC FUND

654

| | | |
|-----------------------------|----|---------------------|
| | | |
| Personnel Services | \$ | 233,820 |
| Other Expenses | \$ | 5,706,068 |
| Transfers Out | \$ | 376,000 |
| Total ELECTRIC FUND: | | \$ 6,315,888 |

COMMUNITY INFRASTRUCTURE FEE FUND

655

| | | |
|---|----|------------------|
| | | |
| Personnel Services | \$ | - |
| Other Expenses | \$ | 17,450 |
| Transfers Out | \$ | - |
| Total COMMUNITY INFRASTRUCTURE FEE FUND: | | \$ 17,450 |

COMPUTER REPAIR & MAINTENANCE

701

| | | |
|---|----|------------------|
| | | |
| Personnel Services | \$ | - |
| Other Expenses | \$ | 75,000 |
| Transfers Out | \$ | - |
| Total COMPUTER REPAIR & MAINTENANCE: | | \$ 75,000 |

INITIAL APPROPRIATIONS 2026

HEALTHCARE

703

| | | |
|--------------------------|--------------|---------------------|
| | | |
| Personnel Services | \$ 1,602,427 | |
| Other Expenses | \$ 1,226 | |
| Transfers Out | \$ - | |
| Total HEALTHCARE: | | \$ 1,603,653 |

DEVELOPER DEPOSITS FUND

850

| | | |
|---------------------------------------|-----------|------------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 20,000 | |
| Transfers Out | \$ - | |
| Total DEVELOPER DEPOSITS FUND: | | \$ 20,000 |

HURON JOINT RECREATION DISTRICT

860

| | | |
|---|------------|-------------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 480,413 | |
| Transfers Out | \$ - | |
| Total HURON JOINT RECREATION DISTRICT: | | \$ 480,413 |

STATE PATROL

863

| | | |
|----------------------------|----------|-----------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 7,500 | |
| Transfers Out | \$ - | |
| Total STATE PATROL: | | \$ 7,500 |

DAMAGED STRUCTURE FUND

870

| | | |
|--------------------------------------|-----------|------------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 21,348 | |
| Transfers Out | \$ - | |
| Total DAMAGED STRUCTURE FUND: | | \$ 21,348 |

HURON RESCUE SQUAD

876

| | | |
|----------------------------------|-----------|------------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ 20,500 | |
| Transfers Out | \$ - | |
| Total HURON RESCUE SQUAD: | | \$ 20,500 |

INITIAL APPROPRIATIONS 2026

UNCLAIMED FUNDS

899

| | | |
|-------------------------------|-------------|-------------|
| | | |
| Personnel Services | \$ - | |
| Other Expenses | \$ - | |
| Transfers Out | \$ - | |
| Total UNCLAIMED FUNDS: | \$ - | \$ - |

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|--------------------|--|----------------------|
| GRAND TOTAL | | \$ 53,904,621 |
|--------------------|--|----------------------|

INITIAL APPROPRIATIONS 2026

There shall be, and there are hereby, monies transferred from various funds in the amounts not to exceed those stated below:

| Transfer Amount: | Transfer From: | Transfer To: |
|------------------|-------------------------------|--|
| \$ 100,000 | Fund 110 - General Fund | Fund 212 - Street Maint. Fund |
| \$ 200,000 | Fund 110 - General Fund | Fund 214 - Fire Levy Fund |
| \$ 16,000 | Fund 110 - General Fund | Fund 225 - Marine Patrol Fund |
| \$ 80,000 | Fund 110 - General Fund | Fund 275 - Police Pension Fund |
| \$ 131,000 | Fund 110 - General Fund | Fund 298 - Employee Benefit Fund |
| \$ 1,021,955 | Fund 110 - General Fund | Fund 301 - Debt Service Fund |
| \$ 200,000 | Fund 110 - General Fund | Fund 401 - Capital Improvement Fund |
| \$ 100,000 | Fund 110 - General Fund | Fund 403 - Capital Equipment Fund |
| \$ 45,000 | Fund 110 - General Fund | Fund 701 - Information Tech. Fund |
| \$ 1,500 | Fund 207 - Parks and Rec Fund | Fund 298 - Employee Benefit Fund |
| \$ 65,000 | Fund 207 - Parks and Rec Fund | Fund 403 - Capital Equipment Fund |
| \$ 1,500 | Fund 210 - Boat Basin Fund | Fund 298 - Employee Benefit Fund |
| \$ 100,000 | Fund 210 - Boat Basin Fund | Fund 401 - Capital Improvement Fund |
| \$ 10,000 | Fund 212 - Street Maint. Fund | Fund 298 - Employee Benefit Fund |
| \$ 100,000 | Fund 212 - Street Maint. Fund | Fund 403 - Capital Equipment Fund |
| \$ 294,580 | Fund 214 - Fire Levy Fund | Fund 274 - Fire Pension Fund |
| \$ 20,000 | Fund 214 - Fire Levy Fund | Fund 298 - Employee Benefit Fund |
| \$ 65,000 | Fund 214 - Fire Levy Fund | Fund 403 - Capital Equipment Fund |
| \$ 3,000 | Fund 214 - Fire Levy Fund | Fund 701 - Information Tech. Fund |
| \$ 20,000 | Fund 604 - Water Fund | Fund 299 - Water Employee Benefit Fund |
| \$ 332,000 | Fund 604 - Water Fund | Fund 602 - Water Debt Service Fund |
| \$ 50,000 | Fund 604 - Water Fund | Fund 603 - Water Capital Fund |
| \$ 376,000 | Fund 654 - Electric Fund | Fund 652 - Electric Debt Service Fund |
| \$ 3,332,535 | (GF total = \$1,893,955) | |

There shall be, and there are hereby, monies advanced from various funds in the amounts not to exceed those stated below:

| Advance Amount: | Advance From: | Advance To: |
|-----------------|---------------|-------------|
| \$ - | | |
| \$ - | | |



To: Huron City Council
Cc: Finance Committee, Department Heads
From: Stuart Hamilton, City Manager
Re: Recommended FY 2026 Budget
Date: November 17, 2025

In accordance with Section 6.05 of the Huron City Charter it is my pleasure to present to you the City Manager's Recommended FY 2026 Budget. The 2026 budget document aims to blend realistic revenue and expense projections for next year in a manner that seeks to provide a high level of services to our residents, businesses, and property owners while also realizing increasing costs are putting stresses on the budget availability. The 2026 budget, coupled with the Capital Improvement Plan and the updated Vision 2020 Action Plan, also serves to make recommended capital investments throughout the City.

This 2026 budget was presented through an online interactive platform, called OpenGov¹, intended to provide the reader with multiple levels of information including: a user guide, defined city policies, the budget process, fund breakdown, debt obligations, capital equipment summary, and capital improvement plan (CIP). While establishing a plan for 2026, this budget additionally forecasts the impact of its adoption through 2035. With this being said, an emphasis was put on balancing the budget over the five (5) year forecast. Detailed plans have been analyzed and included for all City operations on an annual basis for 2026 through 2035. Inflationary cost and revenue adjustments have been made for all departmental activities as well as inclusion of capital investment expenses over the next ten (10) years. Council went through a master plan update (included in the budget book), termed the Vision 2020 Action Plan in 2021. The CIP references various initiatives that were prioritized in the master plan to be undertaken in the next 3-5 years. We also incorporated a new column in the CIP. The CIP now labels each project as "new" or "maintenance". "New" meaning the project is more of an addition or a wish list item and "maintenance" is more of a necessity in the sense that the City already owns a project or facility that must be maintained.

The City's adopted General Fund Balance reserve policy is reflected on an annual basis through 2035. The policy requires a minimum available surplus of 15% (a maximum of 25%) of operating expenditure. Based on year-to-date activity, the City's General Fund is expected to fall within the 15% to 25% range. The General Fund is expecting to maintain a 15%+ reserve or higher through 2032. The City historically has made year end transfers from the general fund to the Capital and payroll stabilization funds (for example) and the administration is still determining if these similar transfers can be made at year end. This reserve has a direct impact to the City's Bond Rating and spending plans and is trending in a positive direction. The City received an upgraded rating upgrade to AA2 which is the highest in the City's history.

Fiscal controls have been put into place to both protect the fiscal solvency of the City and ensure our employees and community at large are insulated from as much as harm from unexpected events as possible. Based on those measures and in combination with various aid programs and economic development activities, the City has improved its annual fiscal position while also ensuring stability. A great deal of this financial activity and benefit has been rooted in economic development projects - years in planning - that are beginning to positively impact the City's budget – and therefore operations. The City will continue to monitor these projects and related revenue streams to determine how and when

¹ [Online Budget Book Link](#)

additional investments can be recommended and planned for – while simultaneously exploring additional economic development projects that will benefit the community and enhance quality of life for all.

The FY 2026 Budget provides an opportunity to continue that dialogue and exploration with the ultimate goal of strong and reliable service delivery. As resources remain above the minimum General Fund reserve, the City has to balance additional investments in areas such as parks and recreation, economic and community development, fleet and facilities, and infrastructure verses balancing restricting spending to ensure that as our operating costs continue to exceed our increase in revenue, that enough is held in reserve to ensure a balanced budget. Additional investments with General Fund reserves are becoming increasingly necessary for operational needs in areas that are traditionally supported by other taxes and contributions. The City's General Fund subsidized nearly \$600,000 of operations for the Parks and Recreation Department, Fire Department and Street Department in 2025. Additionally, with the failed income tax levy, the City has an even greater sense of urgency to either search for alternative revenue streams such as income tax or departmentally focused levies, or must develop a plan to eliminate or defer capital projects and capital equipment purchases. During this years budget we started to remove non - essential purchases and shelved capital projects, which you will see noted on each department's story page. This was essential to balance the budget over the short term (five years). As shown in each department's budget summary¹, continuous increases to departmental operations is not a sustainable practice. The 2026 budget book was recommended to Council by the Finance Committee with a request to continue to investigate options to increase revenues in an attempt to avoid service cuts. One option is to take an additional 1.5 MIL Fire levy to the voters in May of 2026, and another is to increase the stormwater fee charged to residents. The threat to our traditional revenue streams (income tax and property tax) from the County and State are very real and all resources must utilized to challenge these pieces of legislation.

Financial Performance – A Review 2025

General Fund Performance: Staff has projected that we will end FY 2025 with over \$1.5 million in unencumbered fund balance, a factor of 25%. Budgeting conservatively for the next ten years, the General Fund is expected to maintain a 15% or higher fund balance reserve. However, potential debt liabilities for planned capital projects, along with increased subsidies to departmental operations without additional revenue sources such as grants, low-interest loans, or increased income taxes will lower the General Fund reserve balance under 15% by 2032.

Revenues: The City's major revenue sources, such as income taxes and utility charges, have seen inflationary increases over the past few years. However, in 2025, the City's income tax is trending 10% higher than in 2024 (equating to approximately \$400,000). City property taxes and state taxes (e.g., gas tax) have remained consistent over the last 3 years, resulting in additional General Fund subsidies to various operational funds such as the Street Maintenance Fund and Parks and Recreation Fund. Property taxes were expected to increase significantly due to the tri-annual property re-evaluations, but with the County's action to roll back some of this funding the City's property tax revenue is estimated to decrease by \$37,000 in 2026. The City had budgeted conservatively, not counting on a property tax revenue increase, so overcoming this challenge is manageable.

The main source of revenue within the General Fund is the collection of an income tax on all withholdings and corporate net profits. Staff are forecasting a 0% increase in income tax collections for 2026 due to the increased performance of 2025 collections compared to 2024 (10% increase thought Oct 2025).The City will need to monitor income collections closely in 2026, as the last 3 years have

proven volatile and varied greatly from our previous projections.

Staff conservatively budgeted increases for all other revenue sources at 1-2% unless historical trends show consistency in annual revenue.

New initiatives/Revenue in 2025/2026: Two years ago, the City's Utilities Committee, Finance Committee and Council approved the first water rate increase in fifteen (15) years. Starting in 2023, water rates increased 5% annually for ten (10) consecutive years. These rates will be studied tri-annually to determine if additional measures (in the form of increases or decreases) are warranted, with a rate study undertaken this year. The result of this study was to keep the proposed increases in place as the water fund continues to run slightly lower each year. The rate increase is critical for ensuring the City's ability to maintain water security for our customers as well as to undertake a series of major capital projects to ensure the long-term viability of our system. These projects include, but are not limited to, creation of a secondary water intake on the Huron River, South Main Street watermain replacement, which was completed in 2025, various water line replacements, and construction of a new 2-million gallon elevated water tank on the west side of town. The City did receive a \$5 million grant from the State of Ohio to help construct a new elevated water tank and managed to secure a 0% loan for the remaining balance from the EPA to help reduce local costs.

Huron Public Power had a rate increase approved in September 2025. After a rate study and internal review, this increase was kept as low as possible, designed to cover debt incurred this year for the addition of the third transformer and expansion efforts while also building an operating reserve to protect the utility from unforeseen expenses for financial shocks.

Finally, the City began work on various capital projects throughout the City. The South Main Street Corridor Streetscape is expected to begin construction in 2026 – as detailed design and engineering is ongoing. The City has been awarded over \$630,000 in grants from various agencies, including ARPA funds, to subsidize design and construction costs. The City is also getting ready to start the bidding process for Route 6 – Phase II, of which the City managed to get awarded over \$1M of the costs, the 2.0M gallon elevated water tower project is underway and the secondary intake project is in final design – the latter two projects are to be paid out of the water fund and low interest loans or grants and do not impact the general fund or our direct debt limits.

Budget 2026

The 2026 budget was built with a mindset of caution, especially with the uncertainty of current economic inflationary trends and the volatility of healthcare premiums. The City is ending 2025 in a positive financial position to implement the 2026 budget, however, a great deal of work will be needed to investigate long-term sustainability of operations and capital projects due to the above-mentioned inflationary pressures. In 2025, income tax is actually projected to be higher than the previous year, which is promising. Continued revenue shortfalls in other operational funds and rising healthcare costs requiring more subsidy from the General Fund finishing out 2025 and 2026. Items of note in the 2026 budget include:

Property Tax Revenue: Real property valuations significantly increased in 2025. General Fund property tax revenue increased 18% in 2025 compared to 2024. This largely increased due to the real estate reevaluation process at the county level. Based upon current estimates provided by the county, General Fund property tax revenue is estimated to total \$465K in 2026, an 11% increase from 2025. This amount

is an estimate after the amendment made by the county to reduce the amounts collected on rollbacks and homestead exemptions. Property tax revenue for the Fire Levy Fund is expected to remain generally the same.

Income Tax Revenue: Staff conservatively forecasted this vitally important revenue stream for 2026, the City is not budgeting for an increase in income tax revenue due to the 10% increase seen in 2025. This measure is keeping income tax revenue projections at \$4.4 Million for 2026. Staff will monitor income tax revenue carefully to determine if budgetary amendments are needed in the event income tax revenue continues to increase or starts to decline throughout 2026.

Personnel: The 2025 budget includes the addition of a Fire Chief. The Fire Department has run under the command of our three Captains, but the time has come to revert to a Chief taking command again. With the transition of the Service Director to the City Managers position, the Service Director position will remain unfilled. However, a new position of Service Manager will be created saving the City money. The IT Manager positions will be eliminated and replaced with a Technology Manager, also saving money.

Parks and Recreation Revenue: Overall, Parks and Recreation budgeted revenue decreased from 2022 by \$50,000. This is primarily due to the reduction in contributions from the Huron Joint Recreation District (HJRD) - more specifically, due to the Huron School District voting to forego its regular 10% contribution that has historically been received by HJRD. Total revenue is anticipated to remain at this level into the foreseeable future. The 2026 budget does not include the School District's contribution. Maintaining the operations of the Parks and Recreation Department is mostly dependent on the Huron Joint Recreation District's annual contribution, making up 65% of the total budget in 2026. Any net impact on HJRD contributions could result in budget cuts directly related to services provided to residents. Although parking fee revenues at Nickel Plate Beach have increased the last two years, the Parks and Recreation budget cannot financially maintain the current operational budget without additional revenues. In 2025 and continuing in 2026, the City's general fund is subsidizing personnel costs. Based on current projections, the fund balance in the Parks and Recreation Fund is expected to decrease by \$25,000 per year and fall to an unsafe balance in 2033.

Capital Assets: The 2026 budget book includes the City's capital asset replacement schedule. The schedule shows the City's commitment to purchasing and maintaining adequate vehicles and equipment for City services. In 2025, the City spent over \$300,000 on new vehicles and equipment. The recommended 2026 budget includes the purchase of two (2) new police cruisers (lease), one (1) new parks truck replacement, one (1) pickup truck replacement for the fire department, and one (1) pickup truck replacement for the streets department. totaling over \$300,000 in capital asset expenditures.

Capital Projects: The 2026 budget book also includes the City's current capital improvement plan. Although the City's current capital improvement plan totaling over \$48 million scheduled and includes over \$18 million in unfunded projects over the next ten (10) years, the City is tentatively committed to spending over \$23 million on major capital improvements in 2026 if budget permits. Major 2026 capital expenses include the S. Main Street streetscape engineering and construction, Rt. 6 Phase II commencement of construction, secondary intake design and construction commencement, and elevated water tower construction. As previously mentioned, due to the failure of the income tax levy in 2024, the City will be evaluating its ability to undertake capital projects beyond minor maintenance in 2026 and beyond.

Debt Management: Starting in 2014, the City began a strategy to invest in critical capital infrastructure

that had been underinvested in as the City recovered from the Great Recession. Utilizing historically low interest rates, close to \$15 million worth of capital was invested in critical infrastructure projects. In 2024, Moody's upgraded the City's current rating of Aa3 to Aa2. The City currently has over \$12 million in outstanding bonded debt, not inclusive of programmatic loans. As we plan for future years of investment, 2023 was the first major milestone to consider as a substantial portion of the City's debt was retired, freeing up additional resources available for debt service as well as capacity. The City took fiscally responsible steps in 2023 to develop a debt strategy for future capital needs and wants, including projects related to the Sawmill Creek Resort TIF, ConAgra redevelopment, comprehensive local street resurfacing, Huron Public Power Expansion, and Main Street redevelopment. In 2023, the City issued long-term bonds on public improvements funded through the Sawmill Creek Resort TIF and issued GO bonds in 2024 to cover the local street reconstruction of the Chaska and Old Homestead I and II neighborhoods.

Future Policy Discussions: The staff also looks forward to engaging Council in 2026 on several larger and impactful project and policy discussions including, but not limited to, the list below. The Finance Committee recommended the 2026 budget to Council and also recommended Council to further review and consider several items on the list below.

- *New taxes and or levies to support essential services and public improvements in the master plan*
- Storm Water Management Fee
- River Road property planning.
- Future of the City Property on Cleveland Road W / Atwood / Linden
- Conagra Redevelopment Service/Maintenance Facility Construction
- Capital Improvement Program Financing Plan (continued discussion)
- Future Expansion of Huron Public Power

This budget is the work product of countless hours of preparation, analysis and input from a wide variety of personnel. I appreciate the time, effort, and input of all department heads and staff members who have been instrumental in providing information, feedback and capital projections for their respective departments - and the coordination and leadership displayed by the Finance and Service Departments. I also want to thank the Finance Committee who have been tremendous stewards of the 2026 budget process and have brought forth expertise and thought-provoking considerations and dialogue.

ORDINANCE NO. 2022-50
Introduced by William Biddlecombe

AN ORDINANCE AMENDING THE CITY OF HURON CODIFIED ORDINANCES TO ADD A NEW SECTION 121.03- ADMINISTRATIVE AUTHORITY AND POWERS TO CHAPTER 121 (COUNCIL); REPEALING AND AMENDING AND RESTATING CHAPTER 131 (CITY MANAGER) IN ITS ENTIRETY; REPEALING AND AMENDING AND RESTATING SECTION 159.05- NORMAL PURCHASE PROCEDURE AND SECTION 159.06- EMERGENCY PURCHASES OF CHAPTER 159 (DIVISION OF PURCHASING); PROVIDING FOR THE ANNUAL REVIEW OF THIS ORDINANCE BY COUNCIL; AND DECLARING AN EMERGENCY.

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

SECTION 1. That Chapter 121 (Council) of the Codified Ordinances of the City of Huron which currently reads as follows: (refer to Exhibit “A” attached), shall be and is hereby amended.

SECTION 2. That Chapter 121 (Council) of the Codified Ordinances of the City of Huron is hereby amended to add a new Section 121.03 – Administrative Authority and Powers to read as follows:

121.03 ADMINISTRATIVE AUTHORITY AND POWERS.

All members of Council and their staff shall:

- (a) Recognize the Charter role of the Mayor, Council, and City Manager, particularly in contracting, development projects, and incentives;
- (b) Support the integrity of the City's development processes and promote public trust by directing inquiries from developers related to financial assistance or land use approvals to the City Manager's Office so that they can be handled uniformly through transparent City administrative processes;
- (c) Set City funding and appropriation priorities in an open, transparent, and public manner; and
- (d) Report, without undue delay, to the City Manager, Ohio Ethics Commission, Law Director, Prosecutor, or other appropriate authority, conduct in the performance of official duties that is reasonably believed to violate the law or reasonably believed to violate any codes of conduct.

SECTION 3. That Chapter 131 (City Manager) of the Codified Ordinances of the City of Huron, which currently reads as follows: (refer to Exhibit “B” attached), shall be and is hereby repealed.

SECTION 4. That a new revised and restated Chapter 131 (City Manager) of the Codified Ordinances of the City of Huron is hereby amended and restated to read as follows:

CHAPTER 131

City Manager

131.01 Administrative authority and powers.

131.02 Performing duties of Clerk of Council.

CROSS REFERENCES

Appointment; removal - see CHTR. §4.01, 4.04

Duties - see CHTR. §4.02

Absence or disability - see CHTR. §4.03

Relation to Council - see CHTR. §4.05

Personal interest in contract - see CHTR. §5.08

City Manager exempt - see CHTR. §8.02

Community Development Director - see ADM. 155.01

Administrative Services Director - see ADM. 157.02

City Manager to act as Purchasing Agent for the City - see ADM. 159.01 et seq.

Normal Purchase Procedure - see ADM. 159.05

Emergency Purchase Procedure - see ADM. 159.06

Bond required - see ADM. 163.01

Manager to supervise urban renewal and redevelopment activities - see ADM. 191.04 et seq.

131.01 ADMINISTRATIVE AUTHORITY AND POWERS.

(a) The City Manager shall have full authority to prescribe and enforce administrative policy and procedure and to prescribe and enforce administrative rules and regulations for all departments, divisions, officers and employees of the City as the City Manager may deem necessary to the performance of the duties of the City Manager and to the efficient operation of the entire City government.

(b) The City Manager shall have full authority to prescribe the use of various forms and procedures for the conduct of the City's affairs. Further, the City Manager shall prescribe and/or approve the use of various reports and forms for the various departments, divisions, officers and employees, either regularly, or from time to time, for the City Manager's, the Mayor's or the Council's information and use.

(c) The City Manager may require the submission of regular or special reports from any department, division, office, officer or employee to be used in the administrative direction and control of the City.

(d) The City Manager shall have the power to make or delegate to department heads, rules and regulations to govern management practices.

(e) The City Manager is authorized and directed to amend and modify existing written agreements, and enter into and execute new written agreements by and on behalf of the City, without the approval of the City Council for the purposes, and subject to the limitations, set forth in Section 131.03.

(Ord. 2022-50. Passed 10-11-22.)

131.02 PERFORMING DUTIES OF CLERK OF COUNCIL.

The City Manager or the person(s) designated by the City Manager shall perform the duties of Clerk of Council during the disability or temporary absence of the Clerk. Such duties shall include those duties imposed upon the Clerk of Council by Section 2.12 of the Charter, ordinances of the City and laws of the State, and the authority to execute certificates in regard to transcripts submitted to bond counsel to obtain approving opinions for the issuance of notes and bonds of the City.

(Ord. 2022-50. Passed 10-11-22.)

131.03 CITY MANAGER ACTIVITIES

(a) The City Manager, in their capacity as chief administrative and Safety Services officer of the City, is hereby authorized and directed to take any and all actions, including executing contracts for and on behalf of the City, without the approval of the City Council, for the following purposes:

(1) Contracts for public improvements, provided that the expenditure per occurrence or series of occurrences does not exceed the amount set forth in Section 159.05(a);

(2) Contracts necessitated by emergency circumstances, as set forth in Section 159.06;

(3) License and vendor agreements for the reasonable and limited and/or incidental use and access of City property, including in and to the rights of way, provided that the access is for limited purposes and the contract does not extend beyond a period of one year;

(4) Agreements for the reasonable and limited use and access of City property for placement of banners and signage, as set forth in Chapter 1129;

(5) Agreements and/or granting permission to permit maintenance, repairs and replacements of infrastructure and/or improvements in the City right-of-way and/or on City property that pertain to then-existing easements, rights-of-way, or other conditions or encumbrances of record that grant property interests in and to City property;

(6) Undertake any and all other expenditures, transactions, and all other activities that serve to promote and permit the ongoing efficient daily operations and functions of the City that the City Manager deems to be in the best interest of the City and that, in the City Manager's discretion, may reasonably be transacted or undertaken without consent of the City Council, provided that the transaction does not exceed the amount set forth in Section 159.05(a) per occurrence or series of occurrences and the transaction will not extend beyond a period of one year provided, however, that there shall be no monetary limitations or caps for amendments to and modifications of existing written agreements, or entering into and executing new written agreements by and on behalf of the City, for power portfolio purchases pertaining to Huron Public Power and/or Huron Public Power customers due to the ever-changing, and occasionally volatile, nature of the energy markets.

(b) The City Manager shall not knowingly have any conflict of interest in violation of the Ohio Revised Code in any contract entered into as City Manager for and on behalf of the City.

(c) The City Manager is authorized to issue any and all permits or grant approvals required or permitted by then-existing Ordinances, including but not limited to permits for signage.

(Ord. 2022-50. Passed 10-11-22.)

SECTION 5. That Section 159.05– Normal Purchase Procedure and Section 159.06– Emergency Purchases of Chapter 159 (Division of Purchasing) of Chapter 159 of the Codified Ordinances of the City of Huron, which currently read as follows: (refer to Exhibit “C” attached), shall be and hereby are repealed in their entirety.

SECTION 6. That Section 159.05- Normal Purchase Procedure and Section 159.06- Emergency Purchase of Chapter 159 (Division of Purchasing) of the Codified Ordinances of the City of Huron, are hereby amended and restated to read as follows:

159.05 NORMAL PURCHASE PROCEDURE.

All purchases, other than emergency purchases or as otherwise provided in Section 159.03, shall be made in the following manner:

(a) The City Manager is authorized to amend and modify existing written agreements, and enter into and execute new written agreements by and on behalf of the City for expenditures not to exceed Twenty-Five Thousand Dollars (\$25,000.00) per occurrence or series of occurrences for any public improvement, or the purchase or lease of equipment, materials, and supplies, or to obtain professional or personal services or for any other lawful purpose, provided that a current appropriation supports such expenditure and, provided further that there shall be no monetary limitations or caps for amendments to and modifications of existing written agreements, or entering into and executing new written agreements by and on behalf of the City for power portfolio purchases pertaining to Huron Public Power and/or Huron Public Power customers due to the ever-changing, and occasionally volatile, nature of the energy markets. An expenditure exceeding Twenty-Five Thousand Dollars (\$25,000.00) per occurrence or series of occurrences shall not be divided to bring it within the provisions of this section. The City Manager shall notify Council of such expenditure at the next meeting of Council by way of the City Manager’s Report or other method of written communication (e.g., email).

(b) The City may expend up to Twenty-Five Thousand Dollars (\$25,000.00) per occurrence or series of occurrences with the approval of the City Manager or City Manager’s designee, and the Director of Finance, to the extent there are appropriations therefor, for any public improvement, or the purchase of equipment, materials, or supplies, or to obtain professional or personal services or for any other lawful purpose. The City Manager may designate approval to the Director of Finance for purchases made up to Three Thousand Dollars (\$3,000.00). These purchases must be encumbered, and a purchase order issued prior to receipt of services, materials or supplies and disbursement of funds.

(c) The City may expend between Twenty-Five Thousand Dollars (\$25,000.00) per occurrence or series of occurrences and up to Fifty Thousand Dollars (\$50,000.00) per occurrence or series of occurrences with the approval of the City Manager, or City Manager’s designee, and the Director of Finance, to the extent there are current

appropriations therefor, upon the prior approval of a majority of Council, which approval may be given by a motion and vote at any regular or special meeting of Council. Authorization provided by Council shall only be effective if all members of Council are provided a written explanation of the amount and purpose of the proposed expenditure prior to said motion and vote. The City Manager shall provide specifications to Council. Council may request the City Manager or department heads to attempt to obtain at least two quotations, as part of an informal bidding process. These purchases must be encumbered, and a purchase order issued prior to receipt of services, materials or supplies and disbursement of funds.

(d) All requests for the purchase of materials, supplies, or services shall come from the department head involved.

(e) Requests for materials, supplies or services shall be addressed to the City on a requisition form to be provided by the Office of the Director of Finance, or electronically submitted through the Director of Finance's designated software. All requests shall explicitly state the items or services desired.

(f) All requisitions shall be filed, approved, and stored in the Finance Department, which may be done electronically. In accordance with Section 6.12 of the Charter, purchases shall be made by written purchase order signed by the Purchasing Agent. Agreements for construction work shall be made by written contract. Agreements for personal services shall be made by written contract or appointment, signed by the City Manager, or City Manager's designee, acting as Purchasing Agent for the City.

(g) Purchase orders shall be on printed forms as prescribed by the City Manager and the Director of Finance. They shall bear consecutive numbers as to the date of issue.

(h) No purchase order or contract shall be valid as an obligation of the City unless it bears a certificate of the Director of Finance that the estimated amount thereof has been entered as an encumbrance in the City accounts against an allotment based on a valid appropriation.

(i) After the approval of requisitions and after the certificate of the Director of Finance has been signed, which may be electronically, stating that the funds are available for such purchase from the proper fund, the original purchase orders shall be issued to the vendor, supplier, or person rendering the required service.

(j) A second (carbon) copy of every purchase order shall be immediately posted to the encumbrance ledger and such sum shall be subtracted from the respective appropriate account. All second (carbon) copies or purchase orders shall be kept in numerical filing order in the custody of the Director of Finance, unless retained electronically.

(k) All vouchers and warrants for the disbursement of City funds shall bear the purchase order number authorizing such expenditure when so applicable. If there is a difference in the quoted purchase order price and the invoice or final price, such difference shall be reconciled immediately with the encumbrance ledger, with such explanation within the voucher as to difference in price as the Director of Finance or City Manager may require or deem advisable.

(l) The City Manager, together with the Director of Finance, shall sign all warrants, vouchers and checks or any contract involving the disbursement of City funds, which may be done electronically.

(Ord. 2022-50. Passed 10-11-22.)

159.06 EMERGENCY PURCHASES.

(a) Emergency purchases, without recourse to requisition or purchase procedure, may be made by certain authorized employees, including the City Manager, Director of Finance, or a department head, when such emergency action is necessary. Examples of such emergency situations would be in times of military or civil disaster or during periods of the day or night when the required officials would not be available to approve normal purchase procedure and when the unavailability of such officials to approve such purchases would adversely affect the best interest and the day-to-day operations of the City.

(b) When an emergency purchase is made by the City Manager or an authorized employee(s) of the City, a written explanation of such purchase shall be made to the Director of Finance within twenty-four (24) hours after such purchase is negotiated or made. The Director of Finance shall subsequently prepare and sign a purchase order for the emergency purchase, and it shall be filed in the manner prescribed in Section 159.05.

(Ord. 2022-50. Passed 10-11-22.)

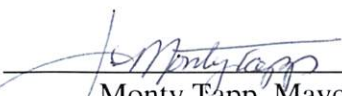
SECTION 7. This Council expressly requests that the Clerk of Council place this litigation on the agenda as new business for discussion on the first meeting of each and every December, commencing in December 2023, to permit Council to evaluate the efficacy of this legislation and any modifications, amendments, or changes that Council may wish to entertain, if any.

SECTION 8. 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 9. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents, and to ensure the sound fiscal administration of the City of Huron; **WHEREFORE**, this Ordinance shall take effect immediately upon its adoption.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

11 OCT 2022

CHAPTER 121

Council

121.01 Rules of Council.**121.02 Filling vacancies of Vice Mayor and Clerk of Council.**

CROSS REFERENCES

Membership; term; vacancies - see CHTR. §2.01, 2.04, 2.05
 Qualifications - see CHTR. §2.02
 Salary - see CHTR. §2.06
 Rules; journal - see CHTR. §2.07
 Powers - see CHTR. §2.08
 Meetings - see CHTR. §2.09
 Clerk of Council - see CHTR. §2.12
 City Manager performing duties of Council Clerk - see ADM. 131.02
 Urban renewal action - see ADM. 191.08

121.01 RULES OF COUNCIL.

I. **MEETINGS.** The regular meetings of Council shall be held in the Council Chambers of the Municipal Building at 6:30 p.m. on the second and fourth Tuesdays of each and every calendar month. Special meetings of Council may be called by the Mayor or by any three members of Council by having the Clerk serve written notice of the call of such meeting upon each member of Council and upon the Mayor, in person or by delivering a copy thereof to the usual place of residence of such persons not less than twelve hours prior to the holding of such meeting. Such notice shall specify the time and place of the holding of such meeting.

Regular work sessions open to the public shall be held in the Council Chambers of the Municipal Building at 6:30 p.m. on the first and third Tuesday of each month, unless a special Council meeting has been called for such day and time, as hereinabove provided, in which event the work session shall be convened immediately following the adjournment of the special meeting.

The Clerk of Council shall, as soon as possible, and on or before January 1 annually thereafter, cause to be published in a newspaper of general circulation in Huron, Ohio, a calendar of the regularly scheduled regular meetings of Council and the regularly scheduled work sessions of Council to be held as hereinabove provided during the succeeding twelve months.

The Clerk of Council shall maintain a current list of the names of the news media who have requested, in writing, notification of special meetings of the Council, and in the event of the scheduling of such a special meeting, the Clerk of Council shall, no later than twenty-four hours prior to the commencement of such special meeting, advise the news media who have requested notification, stating the time, place and stated purpose of the special meeting. Where practical, such notification shall be made in writing by first class mail addressed to such news media at the addresses provided by them to the Clerk of Council. In emergency situations where twenty-four hour notice is not possible, the Clerk of Council shall cause to be made oral notification to such news media representatives by telephone and shall record the fact of such notice in a statement to be attached to the minutes of the meeting.

Upon payment of an annual fee in the amount of ten dollars (\$10.00) on or before January 1 of any year, any person may receive notice of all meetings of the Huron, Ohio City Council.

(Ord. 2005-42. Passed 9-13-05.)

II. **HOLIDAY MEETINGS.** When any regular Council meeting or any regular work session falls due on a legal holiday, or an election day, Council shall meet in regular session or regular work session on the day following, at the place and time set forth in paragraph I above.

III. **JOURNAL.** The Clerk of Council shall keep a written journal of the proceedings of all regular and special Council meetings, which journal shall be promptly recorded and open to public inspection. The journal shall only reflect the general subject matter of discussions held in executive sessions. (Ord. 1975-64. Passed 11-24-75.)

IV. OPEN PROCEEDING. The Mayor shall take the chair at the time appointed for Council to meet, and shall immediately call the members to order; he shall then cause the journal of the preceding session to be read and disposed of, unless otherwise ordered by Council. In the absence of the Mayor, the Vice Mayor of Council shall perform such duties as are imposed upon the Mayor. In the absence of both the Mayor and Vice Mayor of Council, Council may appoint a temporary chairman or President of Council.

V. PRESIDING OFFICERS. The Mayor shall preserve order and decorum, and confine members in debate to the question. He may in common with any other member call any member to order who shall violate any of the rules, and shall, when in the chair, decide all questions of order, subject to any appeal to Council on the demand of two members. On such appeal there shall be no debate, but the member making the appeal may briefly state his reasons for the same, and the presiding officer shall have the same right to a similar statement. The Director of Law shall function as Parliamentarian when requested by the presiding officer.

VI. STANDING COMMITTEES. Standing committees shall be created by motion of any Council member approved by a majority of the members of Council.

The Mayor shall appoint two members to each standing committee immediately following the approval of the motion creating such committee.

The Mayor may at any time remove any member or members of any standing committee and appoint a new member or members of such committee to serve in place of such member or members so removed. (Ord. 1962-20. Passed 7-23-62.)

VII. ORDER OF BUSINESS. The business of the regular meetings of Council shall be transacted in the following order:

1. Roll call;
2. Reading or disposal of the minutes;
3. Old business;
4. New business;
5. City Manager's discussion and reports;
6. Mayor's discussion;
7. Adjournment.

The presiding officer of Council may at any time permit a member to introduce an ordinance, motion or resolution out of the regular order for the same, unless the same be objected to by a majority of the members present. (Ord. 1976-28. Passed 9-27-76.)

VIII. VOTING. Although it is the duty of each Council member to vote on each issue before the Council, a member may abstain, without explanation, if the member states that there is a potential or actual conflict of interest. There is no requirement that the member who abstains obtain the approval or consent of other Council members before that abstention. Any member who refuses to vote on any question when the yeas and nays are being taken, without recognizing the existence of a potential or actual conflict of interest will be deemed guilty of contempt of Council, and may for such contempt be censured by a majority vote of Council.

Roll call voting may be used to place the vote of the individual members on the record. Roll call votes are required to go into Executive Session for the limited purposes defined in Ohio R.C. 121.22 (G). There is no requirement to vote to come out of an Executive Session.

(Ord. 2010-34. Passed 9-14-10.)

IX. REPORTS OF COMMITTEE. The report of any committee of Council or Municipal officer, upon matters referred by Council, shall be made in writing and shall be accompanied by the original papers upon which such report is based, unless otherwise ordered by Council.

If any matters referred by Council to any committee or officer, are not reported upon within two weeks from the time of such reference, such matter shall be brought to the attention of Council by the Clerk, and Council shall take such further action in the premises as it may deem best.

X. MOTIONS, WHEN DEBATABLE; WITHDRAWAL. All motions shall be placed before Council for its consideration without the necessity for a second thereto.

When a motion is made, it shall be stated by the presiding officer before any debate shall be in order. Any such motion, and any amendment thereto, may be withdrawn by the movers thereof at any time before decisions, if a majority of the members then present shall agree thereto.

XI. DIVISION OF QUESTION. Any member may call for a division of the question, or the presiding officer may direct the same, and in either case, the same shall be divided if it comprehends questions so distinct that one being taken away, the other will stand as an entire question for decision.

XII. TO REFER; PRECEDENCE. When there is a question of referring a given subject to a standing committee, or to a select committee, the question of reference to a standing committee shall be put first.

XIII. TO ADJOURN. The motion to adjourn shall always be in order, unless Council is engaged in voting, and the motion to adjourn or to lay on the table, or for the previous question, shall be decided without debate.

XIV. SUBSIDIARY; ORDER OF PRECEDENCE. When a question or proposition is before Council, or under debate, no motion shall be received except the following:

1. To adjourn;
2. To lay on the table;
3. For the previous question;
4. To postpone to a certain day;
5. To commit;
6. To amend;
7. To postpone indefinitely.

The several motions shall have precedence in the order in which they are herein arranged.

XV. INTRODUCTIONS. Ordinances and resolutions shall be introduced only by members of the Council present, except such ordinances and resolutions as may be presented to Council upon written recommendation of some committee of Council or as provided by the City Charter.

XVI. REFERENCE TO COMMITTEE ON RULES AND ORDINANCES. All ordinances of a general or permanent nature, except the ordinances for appropriation, before their final passage, may be referred to the Committee on Rules and Ordinances. It shall be the duty of such Committee as to any ordinance so referred to it, to carefully compare the same with all existing ordinances, upon the subject matter, and it shall report thereon any discrepancy or conflict which may exist therewith. It shall also examine and report upon the form of such discrepancy or conflict or to correct error in form. If any amendment shall be made to any ordinance after the Committee has reported thereon the ordinance may before its final passage be recommitted to such Committee for further report thereon.

XVII. REFERENCE TO COMMITTEES. Any report, resolution, ordinance or matter before Council for consideration, except appropriation ordinances, before their final passage may be referred to a committee specially appointed by the Mayor. Any such committee shall consider the matter thus referred to it and report thereon to Council without unnecessary delay. Any matter referred to a committee may be taken from the hands of such committee for consideration by a two-thirds vote of Council at any time prior to report of such committee.

XVIII. APPEARANCES BEFORE COUNCIL. Any person, group or delegation wishing to appear before Council at any regular or special Council meeting shall direct a letter to the Clerk of Council in such time that he will receive it not less than forty-eight hours before the time of the Council meeting. The letter shall clearly state the purpose of the appearance and the approximate number of persons who will appear in the group.

XIX. DEBATES AND DISCUSSIONS. No member of Council while Council is in session shall engage in debate or discussion with any one save another member of Council or the Mayor or some person who has either been granted by Council the privilege to address Council or is present at a Council meeting on invitation of Council. All such debate or discussion shall be governed by Robert's Rules of Order.

XX. HEARINGS. If any elector or electors or taxpayers of the City or any other person or persons desire a hearing on any matters pending before Council, application may be made therefor to Council and Council may by a two-thirds vote grant such public hearing by arranging for a special time and place therefor which must not be during any regular or special meeting of Council.

XXI. RESIGNATION. The resignation of a member of Council shall not take effect until the same has been accepted by a vote of the majority of the members exclusive of the person tendering the resignation.

XXII. ROBERT'S RULES OF ORDER. In the absence of any rule upon the matter of business, Council shall be governed by Robert's Rules of Order.

XXIII. AMENDMENTS. These rules may be amended or altered or new rules adopted by a vote of the majority of all the members elected at any meeting of Council, on the report of a committee to which the subject has been referred at a previous meeting.

XXIV. SUSPENSION OF RULES. These rules or any of them may be temporarily suspended at any meeting of Council, by a concurrent vote of the majority of all members elected, except when a greater number is required by law or by these rules. The vote on such suspension shall be taken by the yeas and nays and entered

on the journal. In case any rule herein shall not have been adhered to by Council, the same shall be regarded as having been suspended. (Ord. 1962-20. Passed 7-23-62.)

121.02 FILLING VACANCIES OF VICE MAYOR AND CLERK OF COUNCIL.

(a) A vacancy in the office of Vice Mayor shall be filled within thirty days by Council selecting from among its members one to serve as Vice Mayor to fill such office for the unexpired term of his predecessor.

(b) A vacancy in the office of Clerk of Council shall be filled within thirty days, by a majority vote of the members of Council, selecting from outside its membership one to serve as Clerk of Council to fill such office for the unexpired term of his predecessor.

(Ord. 1970-26. Passed 4-27-70.)

CHAPTER 131**City Manager****131.01 Administrative authority and powers.****131.02 Performing duties of Clerk of Council.****CROSS REFERENCES**

Appointment; removal - see CHTR. §4.01, 4.04

Duties - see CHTR. §4.02

Absence or disability - see CHTR. §4.03

Relation to Council - see CHTR. §4.05

Contract interest - see CHTR. §5.08

City Manager exempt - see CHTR. §8.02

Community Development Director - see ADM. 155.01

Administrative Services Director - see ADM. 157.02

City Manager to act as Purchasing Agent for the City - see ADM. 159.01 et seq.

Bond required - see ADM. 163.01

Manager to supervise urban renewal and redevelopment activities - see ADM. 191.04 et seq.

131.01 ADMINISTRATIVE AUTHORITY AND POWERS.

The City Manager shall have full authority to prescribe and enforce administrative policy and procedure and to prescribe and enforce administrative rules and regulations for all departments, divisions, officers and employees of the City as he may deem necessary to the performance of his duties as City Manager and to the efficient operation of the entire City government.

The City Manager shall have full authority to prescribe the use of various forms and procedures as he shall approve for the conduct of the City's affairs. Further, he shall prescribe and/or approve the use of various reports and forms for the various departments, divisions, officers and employees, either regularly, or from time to time, for his, the Mayor's or the Council's information and use.

He may require the submission of regular or special reports from any department, division, office, officer or employee to be used in the administrative direction and control of the City.

The City Manager shall have the power to make or delegate to department heads, rules and regulations to govern management practices. (Ord. 1962-20. Passed 7-23-62.)

131.02 PERFORMING DUTIES OF CLERK OF COUNCIL.

The City Manager shall perform the duties of Clerk of Council during the disability or temporary absence of the Clerk. Such duties shall include those duties imposed upon the Clerk of Council by Section 2.12 of the Charter, ordinances of the City and laws of the State, and the authority to execute certificates in regard to transcripts submitted to bond counsel to obtain approving opinions for the issuance of notes and bonds of the City.

(Ord. 1976-37. Passed 11-22-76.)

CHAPTER 159**Division of Purchasing**

- 159.01 Creation and composition.**
- 159.02 Agent's general purchasing power.**
- 159.03 Formal bidding requirements.**
- 159.04 Manager may seek Council approval.**
- 159.05 Normal purchase procedure**
- 159.06 Emergency purchases.**
- 159.07 Design professional selection law waived.**

CROSS REFERENCES

Purchasing agency established - see CHTR. §5.05
 Competitive bidding - see CHTR. §5.06
 Contracts - see CHTR. §5.07 et seq.
 Purchasing procedure - see CHTR. §6.12
 Division established; head - see ADM. 157.01

159.01 CREATION AND COMPOSITION.

There is hereby created a Division of Purchasing which shall be composed of the Purchasing Agent as established by Section 5.05 of the City Charter. The City Manager, or his designee, shall act as Purchasing Agent for the City.

(Ord. 2010-16. Passed 5-25-10.)

159.02 AGENT'S GENERAL PURCHASING POWER.

Unless otherwise provided for in this chapter, the Purchasing Agent shall make all purchases and contracts for the purchase of supplies, materials and equipment required by the City. (Ord. 2010-16. Passed 5-25-10.)

159.03 FORMAL BIDDING REQUIREMENTS.

(a) The City shall procure expenditures in accordance with the bidding requirements set forth in Ohio R.C. 735.05, except as otherwise provided in this Chapter or by separate ordinance of Council.

(b) In all circumstances, the Council reserves the right to reject any and all bids and to waive informalities in bidding.

(c) In all cases of expenditures exceeding bidding threshold set forth in Ohio R.C. 735.05, the requirements of division (a) of this Section may be waived by Council if the expenditure falls within one of the following categories. In all cases, the purchase shall be approved by Council.

- (1) Purchase from the State under Ohio R.C. 125.04 or 5513.01.
- (2) Purchase from a governmental body.
- (3) Purchase of professional service.
- (4) Emergency purchases.
- (5) Purchases incapable of being competitively bid, such as sole source providers.
- (6) Purchases from another supplier upon equivalent terms, conditions, and specifications but a lower price than is offered by the State under Ohio R.C. 124.04(c).

(d) In cases of public disaster, declared by Council resolution adopted by unanimous vote of those members present, provided that a quorum is present, any purchase may be made in the open market.

(e) The City may prepare "blanket" certificates in accordance with ORC Section 5705.41, not to exceed current appropriations and \$100,000 for each "blanket" certificate.

(Ord. 2019-18. Passed 8-27-19.)

159.04 MANAGER MAY SEEK COUNCIL APPROVAL.

The approval of the City Council of any purchase, irrespective of the amount involved, shall be required when ordered by the City Manager.

(Ord. 2010-16. Passed 5-25-10.)

159.05 NORMAL PURCHASE PROCEDURE.

All purchases, other than emergency purchases or as otherwise provided in Section 159.03, shall be made in the following manner:

- (a) The City may expend up to twenty-five thousand dollars (\$25,000) with the approval of the City Manager or his designee, and the Director of Finance, to the extent there are appropriations therefor, for any public improvement, or the purchase of equipment, materials, or supplies, or to obtain professional or personal services or for any other lawful purpose. The City Manager may designate approval to the Director of Finance for purchases made up to three thousand dollars (\$3,000.00). These purchases must be encumbered, and a purchase order issued prior to receipt of services, materials or supplies and disbursement of funds.
- (b) The City may expend between twenty-five thousand dollars (\$25,000) and up to fifty thousand dollars (\$50,000) with the approval of the City Manager, or his designee, and the Director of Finance, to the extent there are current appropriations therefor, upon the prior approval of a majority of Council, which approval may be given by a motion and vote at any regular or special meeting of Council. Authorization provided by Council shall only be effective if all members of Council are provided a written explanation of the amount and purpose of the proposed expenditure prior to said motion and vote. The City Manager or Purchasing Agent shall provide specifications to Council. Council may request the City Manager or department heads to attempt to obtain at least two quotations, as part of an informal bidding process. These purchases must be encumbered, and a purchase order issued prior to receipt of services, materials or supplies and disbursement of funds.
- (c) All requests for the purchase of materials, supplies, or services shall come from the department head involved.
- (d) Requests for materials, supplies or services shall be addressed to the Purchasing Agent on a requisition form to be provided by the Office of the Director of Finance, or electronically submitted through the Director of Finance's designated software. All requests shall explicitly state the items or services desired.
- (e) All requisitions shall be filed, approved, and stored in the Finance Department, which may be done electronically. In accordance with Section 6.12 of the Charter, purchases shall be made by written purchase order signed by the Purchasing Agent. Agreements for construction work shall be made by written contract. Agreements for personal services shall be made by written contract or appointment, signed by the City Manager, or his designee, acting as Purchasing Agent for the City.
- (f) Purchase orders shall be on printed forms as prescribed by the City Manager and the Director of Finance. They shall bear consecutive numbers as to the date of issue.
- (g) No purchase order or contract shall be valid as an obligation of the City unless it bears a certificate of the Director of Finance that the estimated amount thereof has been entered as an encumbrance in the City accounts against an allotment based on a valid appropriation.
- (h) After the approval of requisitions and after the certificate of the Director of Finance has been signed, which may be electronically, stating that the funds are available for such purchase from the proper fund, the original purchase orders shall be issued to the vendor, supplier, or person rendering the required service.
- (i) A second (carbon) copy of every purchase order shall be immediately posted to the encumbrance ledger and such sum shall be subtracted from the respective appropriate account. All second (carbon) copies or purchase orders shall be kept in numerical filing order in the custody of the Director of Finance, unless retained electronically.
- (j) All vouchers and warrants for the disbursement of City funds shall bear the purchase order number authorizing such expenditure when so applicable. If there is a difference in the quoted purchase order price and the invoice or final price, such difference shall be reconciled immediately with the encumbrance ledger, with such explanation within the voucher as to difference in price as the Director of Finance or City Manager may require or deem advisable.
- (k) The City Manager, together with the Director of Finance, shall sign all warrants, vouchers and checks or any contract involving the disbursement of City funds, which may be done electronically.

(Ord. 2019-18. Passed 8-27-19.)

159.06 EMERGENCY PURCHASES.

Emergency purchases, without recourse to requisition or purchase procedure, may be made by the City Manager, Director of Finance, Purchasing Agent, a department head, when such emergency action is necessary. Examples of such emergency situations would be in times of military or civil disaster or during periods of the day or night when the required officials would not be available to approve normal purchase procedure and when the unavailability of such officials to approve such purchases would adversely affect the best interest and the day-to-day operations of the City. When an emergency purchase is made by any of the authorized employee(s) of the City, a written explanation of such purchase shall be made to the Purchasing Agent of the City within

twenty-four (24) hours after such purchase is negotiated or made. The Purchasing Agent and Director of Finance shall subsequently prepare and sign a purchase order for the emergency purchase and it shall be filed in the manner prescribed in Section 159.05.

(Ord. 2010-16. Passed 5-25-10.)

159.07 DESIGN PROFESSIONAL SELECTION LAW WAIVED.

(a) The provisions of Ohio R.C. 153.65 through 153.71 shall not be applicable in the City.

(b) In addition to meeting existing ordinances and Charter provisions as to contracts and purchases, the City Manager is authorized to establish such further procedures as are deemed to be in the City's best interests for the selection of design professionals.

(Ord. 2010-16. Passed 5-25-10.)



TO: Mayor Tapp and City Council
FROM: Terry Graham
RE: Resolution No.82-2025 (*submitted by Chief Terry Graham*)
DATE: December 9, 2025

Subject Matter/Background

Resolutions 82-2025 reflects a new one-year memorandum of agreement with the Huron City Schools. This MOU will replace the existing contract and sets not only the funding agreement (One-third funding of the School Resource Officer for the School Resource Officer within Huron City Schools) but also sets expectations and operating parameters. This is normal in Schools for SRO agreements, and it was time for us to pen our own. The final result before you tonight was a collaborative MOU between the City and the schools. This agreement term will be from July 1, 2026, through June 30, 2027. The Huron Board of Education has adopted the agreement terms (copy attached). Upon commencement of the program, the position was largely funded through grant dollars. The program's funding is now 100% financed with a 1/3 split of the SRO's wages and benefits with the City, Township, and School District. The City's General Fund pays for the cost of the SRO's training, vehicle and equipment.

Financial Review

These revenues and expenditures will be accounted for in the Police Resource Officer Fund (220). The City's cost burden to the program over the last 3 years has been \$37K in 2023, \$42K in 2024, and \$43K in 2025.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 82-2025 is in order.

[Resolution No. 82-2025 Exh 1 SRO MOU - Huron City Schools Resolution](#)
[Resolution No. 82-2025 School Resource Officer - Schools MOU \(2\).docx](#)
[Resolution No. 82-2025 Exh A SRO MOU.pdf](#)

**SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Huron, an Ohio Charter Municipality, located at 417 Main Street, Huron, Ohio 44839 ("City") and the Board of Education of the Huron City School District, located 710 Cleveland Road West, Huron, Ohio 44839 ("Board" or "District") executed this day of November 10, 2025.

Pursuant to Ohio Revised Code Sections 3313.95 and 3313.951, this document will serve as the written agreement between the City and the Board. This MOU clarifies the purpose of the School Resource Officer Program ("SRO Program") and roles and expectations between participating entities along with establishing the needed commitment and support from both political subdivisions. This document also provides a series of guidelines for the SRO Program. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists, to the extent permitted by law, between the participating entities listed above and all community stakeholders.

I. Purpose.

This MOU establishes and delineates the mission of the SRO Program as a joint cooperative effort. Additionally, the MOU clarifies roles, responsibilities and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between the City the Huron City Police Department ("Police Department" or "Law Enforcement Personnel"), officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youths formally referred to the juvenile justice system.

II. Mission.

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and the staff. SROs will establish a trusting channel of communication with students, parents, teachers, and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students unless otherwise required by law. SROs will use their best efforts to serve as positive role models to instill in students good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designated to develop and enhance rapport between youth, families, the Police Department, officers, school administrators, and the community in order to promote overall student achievement and success.

III. Goals of the SRO.

SRO Program goals include:

- A. To ensure a safe learning environment for all children and adults who enter District Property and/or attend District events/activities.
- B. To prevent and reduce potential harm related to incidents of school violence.
- C. To foster a positive school climate based on respect for all children and adults in the school.
- D. To create partnerships with behavioral health and other care providers in the community for student and family referral.

IV. Roles of the SRO Program.

This SRO Program is unique to the community. The program is designed to fulfill three overall roles:

1. Law Enforcement
2. Fostering positive school climate/crime prevention
3. Education

Law Enforcement Role - SROs are responsible for law enforcement activities occurring at the school during school hours but not student discipline (which is under the control of the District administrators). While law enforcement is the role of the SRO, alternatives to arrest will be used whenever possible, and the arrest of a student will be a measure of last resort. The SRO's discretion to act remains the same as that of any other police officer. Parents, students, teachers and other school personnel should bring complaints about students' misbehavior to the school principal and/or designee, rather than the SROs.

Fostering Positive School Climate and Crime Prevention - One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Law Enforcement Personnel will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as role models and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling parking lots. Law Enforcement Personnel also may complete security surveys analyzing physical safety of school property and facilities and report same to the school or District.

Education - SROs should participate in the school community by becoming a member of the educational team, where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are, accordingly, encouraged to include SROs in such endeavors.

V. Organizational Structure.

A. Composition.

The SRO Program will consist of a full-time law enforcement officer or equivalent that is a certified peace officer for the State of Ohio and meets all requirements as set forth by the District and Police Department Rules and Regulations, and by applicable law including but not limited to Ohio Revised Code Section ("RC") 3313.951. The Police Department will assign SROs for the District.

SROs shall be employees of the Police Department and are subject to all policies and procedures of the Police Department and the City. If the Superintendent is dissatisfied with an assigned SRO, the Superintendent may request that the Chief of Police assign a different officer to serve as SRO. If the Superintendent is dissatisfied with an assigned SRO's performance, the Superintendent shall forward all documents and/or information supporting the below average performance, issues, and/or concerns to the Chief of Police for review. SROs also shall be subject to all applicable laws and shall comply with all District policies and procedures to the extent possible, and in the event of conflict with same, law enforcement policies shall control.

The City also shall provide the District with the necessary personnel to satisfy core D.A.R.E. curriculum topics. Law Enforcement Personnel will perform drug use prevention education programming.

B. Officer Recruitment and Selection.

School officials and the Police Department shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SROs is completed by the Police Department.

C. SRO Training.

SROs shall complete training as required by law, including not limited to ORC 3313.951, as well as training in relevant District policies and procedures. Prior to entering service as an SRO, officers shall complete a basic training program approved by the Ohio Peace Officer Training Commission. All SROs who are appointed on or after November 2, 2018, must complete an additional forty (40) hours of school resource officer training within one (1) year of appointment through an entity approved by the Ohio Peace Officer Training Commission. In addition, it is recommended that SROs receive additional training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and

education law and policy, positive behavioral interventions and support (PBIS), the Family Educational Rights and Privacy Act (FERPA) (20 USC Section 1232; CFR Part 99), and cultural competence.

VI. Operational Procedures.

Chain of command for SROs: SROs shall not be, or considered to be, employees of the District. The Police Department shall retain the statutory authority to hire, discharge and discipline SROs in its sole discretion. The SROs will report to the Police Department daily to clock in and out, as well as to receive and pass on information. The Police Department agrees to pay and provide the SROs' salary and benefits in accordance with the current salary schedule and the employee practices of the Police Department. The SROs will be subject to the current procedures in effect for the Police Department, including attendance at all mandated training and testing sessions to maintain state law enforcement officer certification. The SROs will be ultimately accountable to the Police Department's chain of command. However, while at school, the SROs will be additionally accountable to the Superintendent and principal or their designees. The SROs are expected to cooperate with school officials, including administrators and faculty. The SROs will abide by school policy and applicable laws and respond to the requests of and cooperate with school officials. The SROs are subject to the Superintendent's approval and may be removed from the position at the Superintendent's request.

A. Duties.

The primary functions of the SROs are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the District and the Police Department. Specific daily assignments to accomplish this function will vary by school. The SROs and school principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties with schools in place of or in lieu of a certified teacher. Specifically, the SROs are not to be used or regularly assigned lunchroom duty, as a regular hall monitor, bus duty or other monitoring duties. If there is an unusual/temporary problem in one of these areas, the SROs may assist District employees until the problem is solved. Nothing required herein is intended to nor will it constitute a relationship or duty for the SROs or the Police Department beyond the general duties that exist for law enforcement officers in the State of Ohio or the duties set forth under this MOU. The SROs will not provide routine transportation of students to and from school.

Basic responsibilities of the SROs will include but will not be limited to:

- A. Enforce criminal law and protect the students, staff, and public at large against criminal activity.
- B. Foster mutually respectful relationships with students and staff to support a positive school climate.
- C. Provide information concerning questions about law enforcement topics to students and staff.

- D. Serve as a source of information to the school community, including parents, on such topics as tobacco, alcohol and other drug issues, and addressing violence diffusion, violence prevention and other safety issues in the school community.
- E. Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
- F. Provide informational in-services and serve as a general resource for the staff on issues related to alcohol and other drugs, violence prevention, gangs, bullying, cyberbullying, conduct involving wireless devices, safety and security.
- G. Provide educational programs to students and staff on topics agreed to by both Parties. In addition, the Police Department may substitute other officers to provide the same or similar programs described in this item and in Section VI ("Operational Procedures"), subsection A ("Duties"), items E and F of this MOU.
- H. Refer students and/or their families to appropriate agencies for assistance when need is determined.
- I. Coordinate investigative procedures between police and school administrators to the extent permitted by law.
- J. Handle initial police reports of crimes committed on campus.
- K. Take enforcement action on criminal matters.
- L. Attend school special events as needed.
- M. Prepare lesson plans as necessary for the instruction provided.
- N. Collect data on SRO activities (arrests, citations, etc.)

B. Uniform, Vehicle, and Equipment.

The SROs shall wear the department uniform as per Police Department Policy and Procedures. The City shall equip SROs with a vehicle and all related and necessary law enforcement equipment to allow the SRO to fulfill their responsibilities.

C. Daily schedule.

Specific SRO duty hours at a particular school will be determined by mutual agreement between the officer in charge of the SRO Program and the principal of the school to which the SRO is assigned. The Parties acknowledge that the time spent by the SROs attending juvenile court and/or criminal cases arising from and/or out of their employment as SROs shall be considered hours worked under this MOU.

In the event of an emergency, any or all of the SROs under this MOU may be ordered by the Police Department to leave their school duty station and assist with an emergency.

D. Absence/Substitution.

The Police Department will endeavor to have each SRO available for duty at their assigned school each day that school is in session during the regular school year. In the event that the SRO will be absent, the SRO shall notify both their immediate supervisor and the school principal. A substitute SRO will be provided to the extent that a qualified substitute is available. The Police Department will give extra patrol when available to District schools in the absence of the SRO.

E. Special Events.

To be determined by the commanding officer and the school administrators consistent with the is MOU.

F. Summer Activity.

SROs should accomplish as much of the recommend training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the District; however, they will spend the majority of this time on Police Department assignments.

G. Role in Responding to Criminal Activity.

One of the roles of the SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As an officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion when acting as law enforcement officers in response to criminal activity. SROs, however, perform their duties mindful of the Parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

1. School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. SROs and school officials shall discuss and agree in writing on what levels of fights, etc., would prompt school officials to notify the SROs. This information will be conveyed to school staff. In turn, SROs will inform school administration of all criminal activity they observe on the school campus.
2. For the offense on school property, the SROs, working cooperatively with the school administration, will exercise reasonable discretion in making arrests. Ordinary law enforcement policies and procedures shall be followed for offenses (felonies and/or serious misdemeanor offenses), such as sex offenses, weapons offenses, illegal substance possession or trafficking and any offenses of violence, however, in the instance of minor misdemeanor offenses, Law Enforcement Personnel and SROs shall consult with school officials and endeavor to avoid arrest when possible. . The SROs' powers to arrest shall be governed by Ohio law.
3. The SROs and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which should be distributed to school staff.

4. The SRO shall abide by all Board policies and procedures.

H. Role in School Policy Violations.

SROs are not school disciplinarians and violations of the student code of conduct or school rules that are not criminal matters should always be handled by school faculty and staff, not SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed by the District and distributed to school staff. The SRO will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SROs to become familiar with the Student Handbook and the Student Code of Conduct, but it is not the responsibility of the SROs to enforce the rules in these documents. The District and/or its administrators shall have final decision-making authority regarding all matters of school discipline.

I. Data Collection.

The SRO should submit a yearly activity report to the Superintendent of Schools, building principals, and the Chief of Police. The report should include descriptions of all activities engaged in by the SRO, including incidents or calls for service, names of students (when there was an arrest or criminal citation issued) and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system.

J. Sharing of Information.

Notwithstanding the following, sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, Police Department Policy, Board policy, and other local, state or federal laws. Communication and information sharing to the extent permitted by law are essential to the success of the SRO Program.

1. As noted above, the sharing of information shall be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, the Family Educational Rights and Privacy Act (FERPA), and relevant Police Department and Board policies.
2. The sharing of arrest related information by the SROs with school administration upon request or at the direction of the SROs will involve the dissemination of arrest reports and calls for service filed with the Police Department or from other Police agencies coming into contact with students from District, to the extent that the sharing of such information is permitted by Ohio Law and/or Police Department Policy.
3. Subject to the provisions of Section J.1., above, juvenile fingerprints and photos as part of the arrest record will not be shared by the SROs.

4. If SROs are aware of information on a student that is officially obtained by the Police Department, which reflects that the student is in violation of school policies (including, but not limited to the Student Handbook or Athletic Code of Conduct), the SRO will forward that information to school administration.
5. If a juvenile is an uncharged suspect in a crime, their information will not be released unless authorized by Huron City Chief of Police or their designee.
6. Records, files, documents, and other materials that are created by the SRO for a law enforcement purpose, or by personal observation, may be maintained by the Police Department as criminal justice files and are not subject to FERPA protection. Specifically, the Parties agree a SRO's investigation reports, notes and other documents maintained by the SROs relate to the SRO's role as a Police Department employee. These records will not be maintained by the District and are not education records.
7. Hearsay information or rumors alone will not be the basis for any formal action by the Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.
8. Any information that is obtained by SROs that pertains to criminal activity occurring outside the jurisdiction limits shall be relayed to the appropriate law enforcement agency of the jurisdiction involved.
9. When any felony occurs or any crime that prompts a Public Information Officer response from the District or the Police Department or if a school building is evacuated, the SRO shall contact their immediate supervisor at the Police Department as soon as possible.
10. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws, including but not limited to FERPA and the Individuals with Disabilities Education Improvement Act ("IDEIA"). Student information and educational records shall remain confidential to the maximum extent allowed by law. Unauthorized disclosure of confidential information in violation of FERPA, IDEIA or Ohio law shall be a material breach of this MOU and may provide cause to immediately terminate the MOU, upon such occurrence, regardless of any other provision in this MOU. The provisions of this section shall survive the expiration of this MOU. Records created by the SRO, including incident reports, are not considered educational records of students.
11. The SROs shall be provided access to public records maintained by the school to the extent permitted by state and federal law, including but not limited to Ohio's Public Records Act, FERPA and RC 3319.321. Requests for access to public records shall be directed to the District Treasurer and will be processed in accordance with standard District public records request practices.

- All student records are considered confidential. Information designated in the District's annual FERPA notice as directory information may be released to the SRO without parental consent pursuant to FERPA and RC 3319.321, for students who have not opted out of directory information. The District's Board policy regarding FERPA (Board policy JO and Board regulation JO-R), which includes items designated as directory information, is available publicly on the District's website.
- The SRO will be granted access to the District camera system and student information databases only when acting as a school official with a legitimate educational interest in the information when: 1) the information is necessary to perform services pursuant to this MOU that would otherwise be performed by District employees; 2) the SRO is under the District's direct control in the uses and maintenance of the records; and 3) the SRO will only use personally identifiable information (PII) concerning a student for the use for which it was provided and will not disclose the PII without written informed consent. The Police Department acknowledges that, under the terms of this paragraph, the SROs may be receiving PII. The Police Department agrees that it shall not, and that it shall ensure that the SROs do not, access, use or disseminate or otherwise redisclose any student PII in violation of Board policy, state or federal law, or any other law or rule applicable to the District with respect to such information. The Parties shall ensure that the SROs will be trained in FERPA requirements and their duties to handle such information in compliance with those requirements. Information obtained from these databases and other education record information are protected, not subject to public record requests or release and therefore shall not become a public record or be released as a public record by means of police reporting.
- The disclosure of student PII for law enforcement purposes will require written, informed parental consent or a lawfully issued subpoena prior to release, unless such disclosure is otherwise permissible under and made pursuant to federal and state law. However, the District is under no obligation to secure written, informed parental consent to disclosure on behalf of the Police Department for disclosure for law enforcement purposes.
- The District may disclose PII to SROs without consent during a health and safety emergency if knowledge of the information is necessary to protect the health or safety of students or other individuals. Such disclosure will be based on the seriousness of the threat to someone's health or safety; the need for the information to meet the emergency situation; and the extent to which time is of the essence. This exception is limited to the period of the emergency, and the determination regarding existence of such emergency triggering this exception remains within the sole discretion of the District.

The foregoing procedures should be followed to facilitate a free flow of information between school officials and the SROs, to the extent permitted by law.

K. Role in Locker, Vehicle, Personal and Other Searches.

The SROs will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SROs because of exigent circumstances, such as the need for safety or to prevent flight. SROs may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that search will turn up evidence that the student has committed or is committing a criminal offense. SROs will not ask a school employee to conduct a search for law enforcement purposes.

The SROs may perform searches independent of the school administration only during emergency situations and/or where criminal activity is suspected.

- i. Strip searches of students by SROs are prohibited.
- ii. Unless there is a serious and immediate threat to a student, a teacher, or public safety,

SROs shall not initiate or participate in other physically invasive searches of a student.

L. Limits on Interrogations and Arrests.

1. Interviews and Interrogations – SROs may initiate or participate in the questioning of a student about conduct that could result in criminal charges in accordance with Ohio law and only after informing the student of their Miranda Rights in age-appropriate language and attempting to contact the parents or guardian of the student after complying with the Board's policy regarding interrogations.

2. Arrests – Incidents involving public order offenses, including disorderly conduct offense, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

- i. Law Enforcement Personnel shall use reasonable diligence to consult with building principals and the Superintendent or their designee(s) prior to an arrest of a student when reasonable and practical. In circumstances where advance notice is not reasonable and practical, building principals and the Superintendent or their designee(s) shall be notified as soon as possible after an arrest of a student occurs.
- ii. The student's parent(s) or guardian(s) shall be notified of their arrest immediately or as soon as practical and in a timely manner.
- iii. SROs shall only use physical force or restraints on students in compliance with the law, Board policy and Police Department Policy and Procedures.

M. Role in Critical Incidents.

The SROs will be familiar with the emergency operations manual of the District. During critical incidents occurring when the SRO is present, the SRO shall act as liaison between the school administration, police personnel, and other emergency resources.

N. Role in Truancy Issues.

Truancy will be handled by school personnel. The SROs will not generally take an active role in the tracking of truants, however, SROs may engage in residency checks at the request of the Superintendent. The SROs will act as a liaison between the school administration and police personnel, should police involvement become necessary due to safety concerns.

O. Body Worn Camera.

The Police Department issues body worn cameras (BWC) to all officers for documentation of their official duties, pursuant to Police Department Policy.

1. BWC video footage is the property of the Police Department.
2. The video footage is created and maintained pursuant to Police Department policy.
3. SROs will not activate BWC for non-law enforcement matters and/or when acting in their role as SRO.
4. The Police Department will provide a copy of any video recorded by the SROs upon public records request.
5. The release of BWC is governed by R.C. 149.43.
6. If a video is released to the public, pursuant to a public records request, a copy will be provided to the District as well.

VII. School District Responsibilities.

A. Materials and Facilities.

The District shall provide the SROs the following materials, opportunities, and facilities, which are deemed necessary to performance of the SRO's duties:

- A. Unless otherwise agreed between the parties for a particular building, access to a properly lit private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purpose.
- B. A location for files and records, which can be properly locked and secured.
- C. A desk with drawers, chair, worktable, filing cabinet, and office supplies.

- D. The opportunity for SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- E. The opportunity to provide input regarding criminal justice problems relating to students.
- F. The District Emergency Management Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- G. School staff designee, for referrals for counseling and other school-based and/or community-based supportive service for students and families.
- H. Provide guidance to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

B. Costs and Compensation.

The District herein agrees to reimburse the City for one-third (1/3) of the annual cost of the SRO SRO salary¹, which shall not exceed the salary applicable to the assigned SRO. The total amount of the SRO's salary shall include all fringe benefits (e.g. health insurance, pension) and shall be governed by the prevailing collective bargaining agreement currently in existence between the City and the Fraternal Order of Police, Ohio Labor Council. However, the total cost payable by the District shall not exceed the actual costs of the SRO salary for the SRO actually assigned to the District. The remaining two-thirds (2/3) annual cost of the SRO salary shall be responsibility of the City and Township of Huron. The actual annual cost of the SRO, as it pertains to this Agreement, does not include uniform allowance, training expenses, and equipment/vehicle expenses. For avoidance of doubt, the Parties intend that the City, Huron Township, and District share equally in the actual cost of the SRO's salary during the pendency of this Agreement (as may be amended, modified, or extended as referenced herein). The Parties understand, acknowledge, and agree that, should an officer be assigned to the position of SRO for whom the annual cost of the SRO's salary is less than the annual cost set forth in the Funding Agreement, the Parties only shall be responsible for their portion of the annual cost of the SRO salary for the SRO actually assigned to the District, and an amended Funding Agreement reflecting the SRO salary costs for the SRO actually assigned to the District shall be issued and considered incorporated herein as the Funding Agreement. At no time shall the District be expected to provide compensation that exceeds the cost of the SRO salary for the SRO actually assigned to the District.

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

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

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

The District shall submit its portion of the SRO's salary to the City in biannual installments. The City shall invoice the District for actual SRO wages and fringe benefits in January and July for the prior six months of services. However, failure of the City to timely invoice the District does not relieve the District of its payment obligations. In the event of termination of this Agreement, any remaining costs set forth under this agreement shall be prorated to cover only services provided prior to the date of termination. District payments shall be due on or before March 1 and September 1 of the applicable contract year.

VIII. Crisis Planning.

The District, the Police Department, and appropriate Fire Departments will coordinate Crisis Planning and Training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the District should be adhered to. The SROs shall consult with local law enforcement officials and first responders when assisting the District's administrators in the development of the comprehensive Emergency Management Plan. Lock down drills shall be included as part of the District's preparedness plan. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO also shall consult on crisis plans, including providing proposed updates to school crisis plans based on the SRO's experience and training. Lock down procedures should be trauma-informed and consistent throughout the District.

IX. Reviewing the MOU and SRO Program.

The Parties shall review the MOU/SRO Program annually and make adjustments as needed. Any amendments shall be written and executed by both Parties.

Complaints against any SRO shall follow the normal complaint process of the Police Department and include notice to the appropriate school administrators. The fact that complaints against the SRO will follow this process will be communicated to parents and students.

X. Problem Solving.

Unforeseen difficulties or questions will be resolved by negotiation between the District Superintendent and the City Manager (through the Chief of Police) and/or their designees.

XI. Term.

- A. Initial and Successor Terms. The initial term of MOU will commence on July 1, 2026 and terminate automatically on June 30, 2027.

Thereafter, the parties will review the MOU and discuss mutually agreeable terms for any subsequent, one (1) year agreements, generally for terms of July 1 through June 30, unless otherwise agreed in writing by the Parties.

- B. Termination. Either party may terminate this MOU at any time with or without cause upon thirty (30) days prior written notice to the other party.

XII. Miscellaneous.

- A. Responsible for their own actions. The Parties, as governmental entities/political subdivisions, are prohibited from entering into open-ended indemnification clauses. Accordingly, the District and the City and the Police Department shall be responsible for their own actions and/or actions of their respective board/council members, officials, officers, employees, agents, representatives, volunteers and/or servants resulting from performing and/or providing services or programs under this MOU.
- B. Insurance. The Parties agree that in order to protect themselves, they shall maintain and keep in full force and effect, general liability insurance and in addition, the City shall maintain automobile liability and police professional liability insurance that will fully protect the Parties against claims of any and all persons arising out of or resulting from the SRO Program. The Parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the parties.
- C. Criminal Background Check. All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees.
- D. Mandatory Reporting. All SROs employed under this MOU understand and acknowledge they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in RC 2151.421.
- E. Entire Agreement. This MOU and the Funding Agreement constitutes the entire Agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the Parties.
- F. Notice. Any notices required pursuant to this Agreement, shall be made by U.S. mail or electronic mail to the following:

City of Huron
Stuart Hamilton
City Manager
417 Main St,
Huron, Ohio 44839
419-433-5000

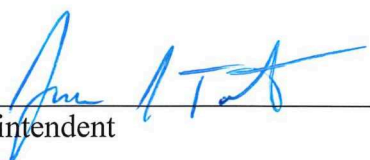
Email: stuart.hamilton@huronohio.us

Huron City School District
Dr. James Tatman
Superintendent
710 Cleveland Road West
Huron, Ohio 44839
(419) 433-1234

Email: jtatman@huron-city.k12.oh.us

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed the date and year first above written.

HURON CITY SCHOOL DISTRICT



Superintendent

Dated: 11/12/2025

CITY OF HURON

City Manager

Dated: _____

RESOLUTION NO. 82-2025

Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE HURON CITY SCHOOL DISTRICT FOR THE ALLOCATION OF PARTIAL FUNDING OF A SCHOOL RESOURCE OFFICER POSITION WITHIN HURON CITY SCHOOLS FOR A PERIOD OF ONE YEAR FROM JULY 1, 2026 THROUGH JUNE 30, 2027.

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

WHEREAS, for the past 16 years, the City of Huron (“City”) and the Huron School District (“School District”) have entered into agreements where the City has agreed to provide a City police officer to the School District to staff the SRO position; and

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

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

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

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

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into a Memorandum of Agreement with the Board of Education of the Huron City School District to outline duties, rights and expectations between the parties, and to allocate partial funding of a School Resource Officer position within the School District for a period of one (1) year from July 1, 2026 through June 30, 2027, which memorandum of agreement shall be substantially in the form of Exhibit A, attached hereto and made a part hereof.

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

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

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED: _____

**SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Huron, an Ohio Charter Municipality, located at 417 Main Street, Huron, Ohio 44839 ("City") and the Board of Education of the Huron City School District, located 710 Cleveland Road West, Huron, Ohio 44839 ("Board" or "District") executed this day of November 10, 2025.

Pursuant to Ohio Revised Code Sections 3313.95 and 3313.951, this document will serve as the written agreement between the City and the Board. This MOU clarifies the purpose of the School Resource Officer Program ("SRO Program") and roles and expectations between participating entities along with establishing the needed commitment and support from both political subdivisions. This document also provides a series of guidelines for the SRO Program. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists, to the extent permitted by law, between the participating entities listed above and all community stakeholders.

I. Purpose.

This MOU establishes and delineates the mission of the SRO Program as a joint cooperative effort. Additionally, the MOU clarifies roles, responsibilities and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between the City the Huron City Police Department ("Police Department" or "Law Enforcement Personnel"), officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youths formally referred to the juvenile justice system.

II. Mission.

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and the staff. SROs will establish a trusting channel of communication with students, parents, teachers, and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students unless otherwise required by law. SROs will use their best efforts to serve as positive role models to instill in students good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designated to develop and enhance rapport between youth, families, the Police Department, officers, school administrators, and the community in order to promote overall student achievement and success.

III. Goals of the SRO.

SRO Program goals include:

- A. To ensure a safe learning environment for all children and adults who enter District Property and/or attend District events/activities.
- B. To prevent and reduce potential harm related to incidents of school violence.
- C. To foster a positive school climate based on respect for all children and adults in the school.
- D. To create partnerships with behavioral health and other care providers in the community for student and family referral.

IV. Roles of the SRO Program.

This SRO Program is unique to the community. The program is designed to fulfill three overall roles:

1. Law Enforcement
2. Fostering positive school climate/crime prevention
3. Education

Law Enforcement Role - SROs are responsible for law enforcement activities occurring at the school during school hours but not student discipline (which is under the control of the District administrators). While law enforcement is the role of the SRO, alternatives to arrest will be used whenever possible, and the arrest of a student will be a measure of last resort. The SRO's discretion to act remains the same as that of any other police officer. Parents, students, teachers and other school personnel should bring complaints about students' misbehavior to the school principal and/or designee, rather than the SROs.

Fostering Positive School Climate and Crime Prevention - One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Law Enforcement Personnel will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as role models and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling parking lots. Law Enforcement Personnel also may complete security surveys analyzing physical safety of school property and facilities and report same to the school or District.

Education - SROs should participate in the school community by becoming a member of the educational team, where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are, accordingly, encouraged to include SROs in such endeavors.

V. Organizational Structure.

A. Composition.

The SRO Program will consist of a full-time law enforcement officer or equivalent that is a certified peace officer for the State of Ohio and meets all requirements as set forth by the District and Police Department Rules and Regulations, and by applicable law including but not limited to Ohio Revised Code Section ("RC") 3313.951. The Police Department will assign SROs for the District.

SROs shall be employees of the Police Department and are subject to all policies and procedures of the Police Department and the City. If the Superintendent is dissatisfied with an assigned SRO, the Superintendent may request that the Chief of Police assign a different officer to serve as SRO. If the Superintendent is dissatisfied with an assigned SRO's performance, the Superintendent shall forward all documents and/or information supporting the below average performance, issues, and/or concerns to the Chief of Police for review. SROs also shall be subject to all applicable laws and shall comply with all District policies and procedures to the extent possible, and in the event of conflict with same, law enforcement policies shall control.

The City also shall provide the District with the necessary personnel to satisfy core D.A.R.E. curriculum topics. Law Enforcement Personnel will perform drug use prevention education programming.

B. Officer Recruitment and Selection.

School officials and the Police Department shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SROs is completed by the Police Department.

C. SRO Training.

SROs shall complete training as required by law, including not limited to ORC 3313.951, as well as training in relevant District policies and procedures. Prior to entering service as an SRO, officers shall complete a basic training program approved by the Ohio Peace Officer Training Commission. All SROs who are appointed on or after November 2, 2018, must complete an additional forty (40) hours of school resource officer training within one (1) year of appointment through an entity approved by the Ohio Peace Officer Training Commission. In addition, it is recommended that SROs receive additional training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and

education law and policy, positive behavioral interventions and support (PBIS), the Family Educational Rights and Privacy Act (FERPA) (20 USC Section 1232; CFR Part 99), and cultural competence.

VI. Operational Procedures.

Chain of command for SROs: SROs shall not be, or considered to be, employees of the District. The Police Department shall retain the statutory authority to hire, discharge and discipline SROs in its sole discretion. The SROs will report to the Police Department daily to clock in and out, as well as to receive and pass on information. The Police Department agrees to pay and provide the SROs' salary and benefits in accordance with the current salary schedule and the employee practices of the Police Department. The SROs will be subject to the current procedures in effect for the Police Department, including attendance at all mandated training and testing sessions to maintain state law enforcement officer certification. The SROs will be ultimately accountable to the Police Department's chain of command. However, while at school, the SROs will be additionally accountable to the Superintendent and principal or their designees. The SROs are expected to cooperate with school officials, including administrators and faculty. The SROs will abide by school policy and applicable laws and respond to the requests of and cooperate with school officials. The SROs are subject to the Superintendent's approval and may be removed from the position at the Superintendent's request.

A. Duties.

The primary functions of the SROs are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the District and the Police Department. Specific daily assignments to accomplish this function will vary by school. The SROs and school principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties with schools in place of or in lieu of a certified teacher. Specifically, the SROs are not to be used or regularly assigned lunchroom duty, as a regular hall monitor, bus duty or other monitoring duties. If there is an unusual/temporary problem in one of these areas, the SROs may assist District employees until the problem is solved. Nothing required herein is intended to nor will it constitute a relationship or duty for the SROs or the Police Department beyond the general duties that exist for law enforcement officers in the State of Ohio or the duties set forth under this MOU. The SROs will not provide routine transportation of students to and from school.

Basic responsibilities of the SROs will include but will not be limited to:

- A. Enforce criminal law and protect the students, staff, and public at large against criminal activity.
- B. Foster mutually respectful relationships with students and staff to support a positive school climate.
- C. Provide information concerning questions about law enforcement topics to students and staff.

- D. Serve as a source of information to the school community, including parents, on such topics as tobacco, alcohol and other drug issues, and addressing violence diffusion, violence prevention and other safety issues in the school community.
- E. Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
- F. Provide informational in-services and serve as a general resource for the staff on issues related to alcohol and other drugs, violence prevention, gangs, bullying, cyberbullying, conduct involving wireless devices, safety and security.
- G. Provide educational programs to students and staff on topics agreed to by both Parties. In addition, the Police Department may substitute other officers to provide the same or similar programs described in this item and in Section VI ("Operational Procedures"), subsection A ("Duties"), items E and F of this MOU.
- H. Refer students and/or their families to appropriate agencies for assistance when need is determined.
- I. Coordinate investigative procedures between police and school administrators to the extent permitted by law.
- J. Handle initial police reports of crimes committed on campus.
- K. Take enforcement action on criminal matters.
- L. Attend school special events as needed.
- M. Prepare lesson plans as necessary for the instruction provided.
- N. Collect data on SRO activities (arrests, citations, etc.)

B. Uniform, Vehicle, and Equipment.

The SROs shall wear the department uniform as per Police Department Policy and Procedures. The City shall equip SROs with a vehicle and all related and necessary law enforcement equipment to allow the SRO to fulfill their responsibilities.

C. Daily schedule.

Specific SRO duty hours at a particular school will be determined by mutual agreement between the officer in charge of the SRO Program and the principal of the school to which the SRO is assigned. The Parties acknowledge that the time spent by the SROs attending juvenile court and/or criminal cases arising from and/or out of their employment as SROs shall be considered hours worked under this MOU.

In the event of an emergency, any or all of the SROs under this MOU may be ordered by the Police Department to leave their school duty station and assist with an emergency.

D. Absence/Substitution.

The Police Department will endeavor to have each SRO available for duty at their assigned school each day that school is in session during the regular school year. In the event that the SRO will be absent, the SRO shall notify both their immediate supervisor and the school principal. A substitute SRO will be provided to the extent that a qualified substitute is available. The Police Department will give extra patrol when available to District schools in the absence of the SRO.

E. Special Events.

To be determined by the commanding officer and the school administrators consistent with the is MOU.

F. Summer Activity.

SROs should accomplish as much of the recommend training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the District; however, they will spend the majority of this time on Police Department assignments.

G. Role in Responding to Criminal Activity.

One of the roles of the SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As an officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion when acting as law enforcement officers in response to criminal activity. SROs, however, perform their duties mindful of the Parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

1. School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. SROs and school officials shall discuss and agree in writing on what levels of fights, etc., would prompt school officials to notify the SROs. This information will be conveyed to school staff. In turn, SROs will inform school administration of all criminal activity they observe on the school campus.
2. For the offense on school property, the SROs, working cooperatively with the school administration, will exercise reasonable discretion in making arrests. Ordinary law enforcement policies and procedures shall be followed for offenses (felonies and/or serious misdemeanor offenses), such as sex offenses, weapons offenses, illegal substance possession or trafficking and any offenses of violence, however, in the instance of minor misdemeanor offenses, Law Enforcement Personnel and SROs shall consult with school officials and endeavor to avoid arrest when possible. . The SROs' powers to arrest shall be governed by Ohio law.
3. The SROs and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which should be distributed to school staff.

4. The SRO shall abide by all Board policies and procedures.

H. Role in School Policy Violations.

SROs are not school disciplinarians and violations of the student code of conduct or school rules that are not criminal matters should always be handled by school faculty and staff, not SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed by the District and distributed to school staff. The SRO will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SROs to become familiar with the Student Handbook and the Student Code of Conduct, but it is not the responsibility of the SROs to enforce the rules in these documents. The District and/or its administrators shall have final decision-making authority regarding all matters of school discipline.

I. Data Collection.

The SRO should submit a yearly activity report to the Superintendent of Schools, building principals, and the Chief of Police. The report should include descriptions of all activities engaged in by the SRO, including incidents or calls for service, names of students (when there was an arrest or criminal citation issued) and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system.

J. Sharing of Information.

Notwithstanding the following, sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, Police Department Policy, Board policy, and other local, state or federal laws. Communication and information sharing to the extent permitted by law are essential to the success of the SRO Program.

1. As noted above, the sharing of information shall be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, the Family Educational Rights and Privacy Act (FERPA), and relevant Police Department and Board policies.
2. The sharing of arrest related information by the SROs with school administration upon request or at the direction of the SROs will involve the dissemination of arrest reports and calls for service filed with the Police Department or from other Police agencies coming into contact with students from District, to the extent that the sharing of such information is permitted by Ohio Law and/or Police Department Policy.
3. Subject to the provisions of Section J.1., above, juvenile fingerprints and photos as part of the arrest record will not be shared by the SROs.

4. If SROs are aware of information on a student that is officially obtained by the Police Department, which reflects that the student is in violation of school policies (including, but not limited to the Student Handbook or Athletic Code of Conduct), the SRO will forward that information to school administration.
5. If a juvenile is an uncharged suspect in a crime, their information will not be released unless authorized by Huron City Chief of Police or their designee.
6. Records, files, documents, and other materials that are created by the SRO for a law enforcement purpose, or by personal observation, may be maintained by the Police Department as criminal justice files and are not subject to FERPA protection. Specifically, the Parties agree a SRO's investigation reports, notes and other documents maintained by the SROs relate to the SRO's role as a Police Department employee. These records will not be maintained by the District and are not education records.
7. Hearsay information or rumors alone will not be the basis for any formal action by the Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.
8. Any information that is obtained by SROs that pertains to criminal activity occurring outside the jurisdiction limits shall be relayed to the appropriate law enforcement agency of the jurisdiction involved.
9. When any felony occurs or any crime that prompts a Public Information Officer response from the District or the Police Department or if a school building is evacuated, the SRO shall contact their immediate supervisor at the Police Department as soon as possible.
10. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws, including but not limited to FERPA and the Individuals with Disabilities Education Improvement Act ("IDEIA"). Student information and educational records shall remain confidential to the maximum extent allowed by law. Unauthorized disclosure of confidential information in violation of FERPA, IDEIA or Ohio law shall be a material breach of this MOU and may provide cause to immediately terminate the MOU, upon such occurrence, regardless of any other provision in this MOU. The provisions of this section shall survive the expiration of this MOU. Records created by the SRO, including incident reports, are not considered educational records of students.
11. The SROs shall be provided access to public records maintained by the school to the extent permitted by state and federal law, including but not limited to Ohio's Public Records Act, FERPA and RC 3319.321. Requests for access to public records shall be directed to the District Treasurer and will be processed in accordance with standard District public records request practices.

- All student records are considered confidential. Information designated in the District's annual FERPA notice as directory information may be released to the SRO without parental consent pursuant to FERPA and RC 3319.321, for students who have not opted out of directory information. The District's Board policy regarding FERPA (Board policy JO and Board regulation JO-R), which includes items designated as directory information, is available publicly on the District's website.
- The SRO will be granted access to the District camera system and student information databases only when acting as a school official with a legitimate educational interest in the information when: 1) the information is necessary to perform services pursuant to this MOU that would otherwise be performed by District employees; 2) the SRO is under the District's direct control in the uses and maintenance of the records; and 3) the SRO will only use personally identifiable information (PII) concerning a student for the use for which it was provided and will not disclose the PII without written informed consent. The Police Department acknowledges that, under the terms of this paragraph, the SROs may be receiving PII. The Police Department agrees that it shall not, and that it shall ensure that the SROs do not, access, use or disseminate or otherwise redisclose any student PII in violation of Board policy, state or federal law, or any other law or rule applicable to the District with respect to such information. The Parties shall ensure that the SROs will be trained in FERPA requirements and their duties to handle such information in compliance with those requirements. Information obtained from these databases and other education record information are protected, not subject to public record requests or release and therefore shall not become a public record or be released as a public record by means of police reporting.
- The disclosure of student PII for law enforcement purposes will require written, informed parental consent or a lawfully issued subpoena prior to release, unless such disclosure is otherwise permissible under and made pursuant to federal and state law. However, the District is under no obligation to secure written, informed parental consent to disclosure on behalf of the Police Department for disclosure for law enforcement purposes.
- The District may disclose PII to SROs without consent during a health and safety emergency if knowledge of the information is necessary to protect the health or safety of students or other individuals. Such disclosure will be based on the seriousness of the threat to someone's health or safety; the need for the information to meet the emergency situation; and the extent to which time is of the essence. This exception is limited to the period of the emergency, and the determination regarding existence of such emergency triggering this exception remains within the sole discretion of the District.

The foregoing procedures should be followed to facilitate a free flow of information between school officials and the SROs, to the extent permitted by law.

K. Role in Locker, Vehicle, Personal and Other Searches.

The SROs will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SROs because of exigent circumstances, such as the need for safety or to prevent flight. SROs may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that search will turn up evidence that the student has committed or is committing a criminal offense. SROs will not ask a school employee to conduct a search for law enforcement purposes.

The SROs may perform searches independent of the school administration only during emergency situations and/or where criminal activity is suspected.

- i. Strip searches of students by SROs are prohibited.
- ii. Unless there is a serious and immediate threat to a student, a teacher, or public safety,

SROs shall not initiate or participate in other physically invasive searches of a student.

L. Limits on Interrogations and Arrests.

1. Interviews and Interrogations – SROs may initiate or participate in the questioning of a student about conduct that could result in criminal charges in accordance with Ohio law and only after informing the student of their Miranda Rights in age-appropriate language and attempting to contact the parents or guardian of the student after complying with the Board's policy regarding interrogations.

2. Arrests – Incidents involving public order offenses, including disorderly conduct offense, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

- i. Law Enforcement Personnel shall use reasonable diligence to consult with building principals and the Superintendent or their designee(s) prior to an arrest of a student when reasonable and practical. In circumstances where advance notice is not reasonable and practical, building principals and the Superintendent or their designee(s) shall be notified as soon as possible after an arrest of a student occurs.
- ii. The student's parent(s) or guardian(s) shall be notified of their arrest immediately or as soon as practical and in a timely manner.
- iii. SROs shall only use physical force or restraints on students in compliance with the law, Board policy and Police Department Policy and Procedures.

M. Role in Critical Incidents.

The SROs will be familiar with the emergency operations manual of the District. During critical incidents occurring when the SRO is present, the SRO shall act as liaison between the school administration, police personnel, and other emergency resources.

N. Role in Truancy Issues.

Truancy will be handled by school personnel. The SROs will not generally take an active role in the tracking of truants, however, SROs may engage in residency checks at the request of the Superintendent. The SROs will act as a liaison between the school administration and police personnel, should police involvement become necessary due to safety concerns.

O. Body Worn Camera.

The Police Department issues body worn cameras (BWC) to all officers for documentation of their official duties, pursuant to Police Department Policy.

1. BWC video footage is the property of the Police Department.
2. The video footage is created and maintained pursuant to Police Department policy.
3. SROs will not activate BWC for non-law enforcement matters and/or when acting in their role as SRO.
4. The Police Department will provide a copy of any video recorded by the SROs upon public records request.
5. The release of BWC is governed by R.C. 149.43.
6. If a video is released to the public, pursuant to a public records request, a copy will be provided to the District as well.

VII. School District Responsibilities.

A. Materials and Facilities.

The District shall provide the SROs the following materials, opportunities, and facilities, which are deemed necessary to performance of the SRO's duties:

- A. Unless otherwise agreed between the parties for a particular building, access to a properly lit private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purpose.
- B. A location for files and records, which can be properly locked and secured.
- C. A desk with drawers, chair, worktable, filing cabinet, and office supplies.

- D. The opportunity for SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- E. The opportunity to provide input regarding criminal justice problems relating to students.
- F. The District Emergency Management Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- G. School staff designee, for referrals for counseling and other school-based and/or community-based supportive service for students and families.
- H. Provide guidance to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

B. Costs and Compensation.

The District herein agrees to reimburse the City for one-third (1/3) of the annual cost of the SRO SRO salary¹, which shall not exceed the salary applicable to the assigned SRO. The total amount of the SRO's salary shall include all fringe benefits (e.g. health insurance, pension) and shall be governed by the prevailing collective bargaining agreement currently in existence between the City and the Fraternal Order of Police, Ohio Labor Council. However, the total cost payable by the District shall not exceed the actual costs of the SRO salary for the SRO actually assigned to the District. The remaining two-thirds (2/3) annual cost of the SRO salary shall be responsibility of the City and Township of Huron. The actual annual cost of the SRO, as it pertains to this Agreement, does not include uniform allowance, training expenses, and equipment/vehicle expenses. For avoidance of doubt, the Parties intend that the City, Huron Township, and District share equally in the actual cost of the SRO's salary during the pendency of this Agreement (as may be amended, modified, or extended as referenced herein). The Parties understand, acknowledge, and agree that, should an officer be assigned to the position of SRO for whom the annual cost of the SRO's salary is less than the annual cost set forth in the Funding Agreement, the Parties only shall be responsible for their portion of the annual cost of the SRO salary for the SRO actually assigned to the District, and an amended Funding Agreement reflecting the SRO salary costs for the SRO actually assigned to the District shall be issued and considered incorporated herein as the Funding Agreement. At no time shall the District be expected to provide compensation that exceeds the cost of the SRO salary for the SRO actually assigned to the District.

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

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

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

The District shall submit its portion of the SRO's salary to the City in biannual installments. The City shall invoice the District for actual SRO wages and fringe benefits in January and July for the prior six months of services. However, failure of the City to timely invoice the District does not relieve the District of its payment obligations. In the event of termination of this Agreement, any remaining costs set forth under this agreement shall be prorated to cover only services provided prior to the date of termination. District payments shall be due on or before March 1 and September 1 of the applicable contract year.

VIII. Crisis Planning.

The District, the Police Department, and appropriate Fire Departments will coordinate Crisis Planning and Training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the District should be adhered to. The SROs shall consult with local law enforcement officials and first responders when assisting the District's administrators in the development of the comprehensive Emergency Management Plan. Lock down drills shall be included as part of the District's preparedness plan. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO also shall consult on crisis plans, including providing proposed updates to school crisis plans based on the SRO's experience and training. Lock down procedures should be trauma-informed and consistent throughout the District.

IX. Reviewing the MOU and SRO Program.

The Parties shall review the MOU/SRO Program annually and make adjustments as needed. Any amendments shall be written and executed by both Parties.

Complaints against any SRO shall follow the normal complaint process of the Police Department and include notice to the appropriate school administrators. The fact that complaints against the SRO will follow this process will be communicated to parents and students.

X. Problem Solving.

Unforeseen difficulties or questions will be resolved by negotiation between the District Superintendent and the City Manager (through the Chief of Police) and/or their designees.

XI. Term.

- A. Initial and Successor Terms. The initial term of MOU will commence on July 1, 2026 and terminate automatically on June 30, 2027.

Thereafter, the parties will review the MOU and discuss mutually agreeable terms for any subsequent, one (1) year agreements, generally for terms of July 1 through June 30, unless otherwise agreed in writing by the Parties.

- B. Termination. Either party may terminate this MOU at any time with or without cause upon thirty (30) days prior written notice to the other party.

XII. Miscellaneous.

- A. Responsible for their own actions. The Parties, as governmental entities/political subdivisions, are prohibited from entering into open-ended indemnification clauses. Accordingly, the District and the City and the Police Department shall be responsible for their own actions and/or actions of their respective board/council members, officials, officers, employees, agents, representatives, volunteers and/or servants resulting from performing and/or providing services or programs under this MOU.
- B. Insurance. The Parties agree that in order to protect themselves, they shall maintain and keep in full force and effect, general liability insurance and in addition, the City shall maintain automobile liability and police professional liability insurance that will fully protect the Parties against claims of any and all persons arising out of or resulting from the SRO Program. The Parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the parties.
- C. Criminal Background Check. All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees.
- D. Mandatory Reporting. All SROs employed under this MOU understand and acknowledge they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in RC 2151.421.
- E. Entire Agreement. This MOU and the Funding Agreement constitutes the entire Agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the Parties.
- F. Notice. Any notices required pursuant to this Agreement, shall be made by U.S. mail or electronic mail to the following:

City of Huron
Stuart Hamilton
City Manager
417 Main St,
Huron, Ohio 44839
419-433-5000

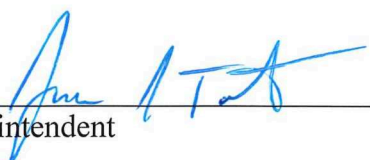
Email: stuart.hamilton@huronohio.us

Huron City School District
Dr. James Tatman
Superintendent
710 Cleveland Road West
Huron, Ohio 44839
(419) 433-1234

Email: jtatman@huron-city.k12.oh.us

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed the date and year first above written.

HURON CITY SCHOOL DISTRICT



Superintendent

Dated: 11/12/2025

CITY OF HURON

City Manager

Dated: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 87-2025 (*introduced by Stuart Hamilton*)
DATE: December 9, 2025

Subject Matter/Background

With delivery of the Huron Public Power new transformer being scheduled for November 7, 2025, the City advertised for bids for installation starting on October 20, 2025, with final bids due by November 24, 2025. This bid covers installation of the new 15kV switchgear sections furnished by the City, related concrete foundation and cable vault, underground conduits and cables, connections to the new power transformer, interconnection control wiring and auxiliary station power distribution modifications. The bid also includes testing and commissioning.

The City received four bids ranging from \$431,600 to \$2,050,000, as follows:

Thayer Power & Communications - \$431,600
FET Construction Services - \$526,507
Fresch Electric - \$649,000 (exceeds engineer's estimate by more than 20%)
Northline Utilities - \$2,050,000 (exceeds engineer's estimate by more than 20%)

HPP's consultants, Mike Spacek and Jamse Dinovo of Engineered Process Systems, recommend acceptance of the bid of Thayer Power & Communications as the lowest and best bid.

Financial Review

Procurement process in line with City policies and procedures.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 87-2025 is in order.

[Resolution No. 87-2025 Contract with Thayer Power & Communications HPP Transformer Install \\$431,600.docx](#)

RESOLUTION NO. 87-2025

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID AND ENTER INTO AN AGREEMENT WITH THAYER POWER & COMMUNICATIONS FOR PROFESSIONAL CONSTRUCTION SERVICES FOR INSTALLATION OF THE NEW 15 kV SWITCHGEAR SECTIONS AND CONNECTIONS, INCLUDING TESTING AND COMMISSIONING, RELATED TO THE HURON PUBLIC POWER SUBSTATION EXPANSION PROJECT IN THE AMOUNT OF FOUR HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$431,600.00).

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to accept the bid and enter into an agreement with Thayer Power & Communications for professional construction services for installation of the new 15 kV switchgear sections and connections, including testing and commissioning, relating to the Huron Public Power Substation Expansion Project in the amount of Four Hundred Thirty-One Thousand Six Hundred and 00/100 Dollars (\$431,600.00), a copy of which agreement is on file with the Clerk of Council.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Resolution No. 88-2025 (*submitted by Jack Evans*)
DATE: December 9, 2025

Subject Matter/Background

On January 9, 2024, Council adopted Resolution No. 3-2024 authorizing an agreement with Kleinfelder Group Inc. for the provision of engineering design, bidding and construction administration services relating to the 2 MG Elevated Water Tower Project in an amount not to exceed \$132,250. This amount aligned with Section 6.1 of the Agreement (a copy of which is attached to the Resolution as Exhibit A) for expenses to be paid on a monthly basis.

That same agreement included language in that same Section 6.1 for payments to be made by the City of Huron on a time and material basis, namely, construction observation services in the estimated amount of \$28,600 and specialty tank inspection services for an additional estimated amount of \$50,000. Authorization was not requested for payment of the time and material basis expenses at that time because the amounts were estimate.

Resolution No. 88-2025 approves the actual costs for those time and material basis expenses totaling \$82,490, which is broken down as \$28,600 for construction observation services (no change from original estimate) and \$53,890 for specialty tank inspection services (increase of \$3,890 from original estimate). The \$53,890 is the amount actually charged to Kleinfelder by Nelson Tank. A copy of Nelson Tank's invoice for proposed specialty tank inspection services is attached to the Resolution as Exhibit "B."

The addition of these costs brings the total amount paid to Kleinfelder to \$214,740 for engineering design, bidding, construction administration, construction observation and specialized tank inspection services.

Financial Review

Procurement process in line with City policies and procedures.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 88-2025 is in order.

[Resolution No. 88-2025 Kleinfelder Group Construction Observation and Specialized Tank Inspection \\$82,490.doc](#)
[Resolution No. 88-2025 Exh A Res. 3-2024 Kleinfelder - Water Tower.pdf](#)
[Resolution No. 88-2025 Exh B Nelson Tank Invoice.pdf](#)

RESOLUTION NO. 88-2025

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS TO KLEINFELDER GROUP INC. FOR THE PROVISION OF CONSTRUCTION OBSERVATION AND SPECIALTY TANK INSPECTION SERVICES RELATED TO THE 2 MILLION GALLON ELEVATED TANK PROJECT PROJECT AT A COST NOT TO EXCEED EIGHTY-TWO THOUSAND FOUR HUNDRED NINETY AND 00/100 DOLLARS (\$82,490.00)

WHEREAS, Council previously adopted Resolution No. 3-2024 authorizing an agreement with Kleinfelder Group Inc. for the provision of engineering design, bidding and construction administration services relating to the 2 MG Elevated Water Tank Project in an amount not to exceed One Hundred Thirty-Two Thousand Two Hundred Fifty and xx/100 Dollars (\$132,250.00) (hereinafter, the "Agreement") for expenses to be paid on a monthly basis, as set forth in Section 6.1 of the Agreement;

WHEREAS, Section 6.1 of the Agreement also set forth estimated amounts for expenses to be paid on a time and material basis, namely, construction observation services in the estimated amount of Twenty-Eight Thousand Six Hundred and xx/100 (\$28,600.00) and specialty tank inspection services in the estimated amount of Fifty Thousand and xx/100 Dollars (\$50,000.00); and

WHEREAS, the actual amounts of the time and material basis expenses have now been determined to be Twenty-Eight Thousand Six Hundred and xx/100 (\$28,600.00) for construction observation services and Fifty-Three Thousand Eight Hundred Ninety and xx/100 Dollars (\$53,890.00) for specialty tank inspection services; and

WHEREAS, this Resolution is necessary to authorize the actual amounts for the time and material basis expenses outlined in the Agreement in the total amount of Eighty-Two Thousand Four Hundred Ninety and xx/100 Dollars (\$82,490.00), which expenses Council has determined to be necessary and beneficial.

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

SECTION 1. That the City Manager is authorized and directed to authorize the expenditure of funds to Kleinfelder Group Inc. for the provision of construction observation and specialty tank inspection services at a cost not to exceed Eighty-Two Thousand Four Hundred Ninety and 00/100 Dollars (\$82,490.00) pursuant to the original Agreement attached as Exhibit A and invoice from Nelson Tank attached as Exhibit B, both of which are incorporated herein by reference.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

RESOLUTION NO. 3-2024

Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH KLEINFELDER GROUP INC. FOR THE PROVISION OF ENGINEERING DESIGN, BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES RELATED TO THE 2-MILLION-GALLON ELEVATED WATER TOWER PROJECT AT A COST NOT TO EXCEED ONE HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$132,250.00)

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

SECTION 1. That the City Manager is authorized and directed to accept the proposal and enter into an agreement with Kleinfelder Group Inc. for the provision of engineering design, bidding and construction administration services relative to the 2-Million-Gallon Elevated Water Tower Project, at a cost not to exceed One Hundred Thirty-Two Thousand Two Hundred Fifty and 00/100 Dollars (\$132,250.00), which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

09 JAN 2024



CLIENT PROFESSIONAL SERVICES AGREEMENT

Huron 2.0 MG Elevated Tank
Huron, Ohio
M2400501.001P

This Agreement is made on: _____, 2024

Between City of Huron, Ohio with offices at 417 Main Street, Huron, Ohio 44839(Client)

And Kleinfelder, Inc. with offices at 1168 North Main Street, Bowling Green, Ohio 43402
(Kleinfelder).

Recitals

- A. Client wishes to appoint Kleinfelder to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner on the terms and conditions contained in this Agreement.
- B. Kleinfelder has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

1. CONTENTS OF AGREEMENT

- 1.1 The parties agree that the documents listed in 1.1(a) through (c) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:
 - (a) first, amendments and Change Orders issued in accordance with this Agreement;
 - (b) second, Kleinfelder's Proposal, dated August 28, 2023, which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A);
 - (c) third, this Agreement.
- 1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.
- 1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

2. APPOINTMENT AND SCOPE OF SERVICES

- 2.1 Kleinfelder shall perform the services set forth in its Proposal attached hereto as Appendix A, and such additional services as Kleinfelder and Client jointly agree in writing (collectively, **Services**). The Proposal also shall specify Client's project for which the Services will be performed (**Project**), the location of Client's Project for providing the Services (**Site**), the time period for performance, the agreed fees, and additional provisions, if any, applicable to such Services. The Services, including any additions and modifications, shall be performed in accordance with this Agreement.
-

3. STANDARD OF CARE

- 3.1 Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 Kleinfelder makes no other representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 Kleinfelder will not be responsible for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Kleinfelder of this Agreement, Client will direct Kleinfelder in writing to re-perform any defective Services within twelve (12) months after contractor closeout.

4. KLEINFELDER'S RESPONSIBILITIES

- 4.1 Kleinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 Kleinfelder will, as reasonably directed by Client or its authorized agent:
 - (a) provide qualified staff to perform the Services;
 - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
 - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
 - (d) require its personnel to maintain a safe, clean and orderly work environment.

5. TERM AND TERMINATION

- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by Kleinfelder beforehand. All Services shall be fully completed no later than November 2024, unless earlier terminated by either party or extended by the parties' mutual written agreement.
 - 5.2 Either party may terminate this Agreement at any time by providing ten (10) days' written notice to the other.
 - 5.3 Within fifteen (15) days from termination Client will pay Kleinfelder on demand for all Services rendered and costs incurred through to the date of any termination and for all agreed upon costs and expenses incurred by Kleinfelder in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.
-

6. COMPENSATION

6.1 Kleinfelder will perform the Services in exchange for the following compensation:

Client will pay a **lump sum** of \$132,250. Kleinfelder will invoice monthly on a percent complete basis for the following services:

| | |
|---|----------|
| • Survey Phase | \$3,600 |
| • Preliminary Design and Site Selection | \$7,250 |
| • Design Phase | \$85,700 |
| • Procurement/Bidding Phase | \$9,250 |
| • Construction Staking | \$1,600 |
| • Construction Administration | \$19,850 |
| • Funding Assistance | \$5,000 |

Client will pay on a **time and material** basis for Construction Observation services. Kleinfelder will invoice according to its fee schedule attached to the Proposal. Approximate costs of these services are estimated to be \$28,600 based on part-time observation, subject to contractor schedule and production rates. Specialty Tank Inspection services are estimated to be \$50,000 in addition to the part-time observation. Kleinfelder may invoice above this estimated fee for these services if the work period exceeds expected duration.

Total Estimated Base Fee: \$210,850

- 6.2 Client agrees to provide any special invoicing requirements to Kleinfelder in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The hourly rates charged for Kleinfelder's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Kleinfelder and consistent with Kleinfelder's overall compensation practices and procedures. Kleinfelder reserves the right to periodically adjust its fee schedule.
- 6.4 Kleinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 Kleinfelder may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 Kleinfelder will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.

7. INSURANCE

- 7.1 Kleinfelder will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage.
- 7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnity provided by Kleinfelder under clause 12.1.
-

8. CHANGES TO SCOPE OF SERVICES

- 8.1 Client or Kleinfelder may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement that modifies the Services and specifies the following:
- (a) a change in the terms and conditions of Services;
 - (b) an adjustment in the schedule for performance; and
 - (c) the amount of adjustment in Kleinfelder's compensation.
- 8.2 Kleinfelder will treat as a Change Order any written Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. Kleinfelder will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and Kleinfelder cannot agree upon an equitable adjustment in the schedule and compensation, and Kleinfelder does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

9. FORCE MAJEURE

- 9.1 Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Kleinfelder reports the delay to Client within a reasonable time of discovery.

10. INSTRUMENTS OF SERVICE

- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Kleinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Kleinfelder may retain one copy of all such documents.
- 10.2 Client agrees:
- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents, and work products (or copies thereof) in any form prepared by Kleinfelder pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;
 - (b) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;
 - (c) reuse of Instruments of Service on projects or project extensions for which such was not intended will be at the user's sole risk and without Kleinfelder liability, and Client agrees to defend, indemnify, and hold harmless Kleinfelder and Kleinfelder's contractors, consultants, affiliates, directors, and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with such reuse or misuse.
-

- 10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by Kleinfelder pursuant to this Agreement will be subject to approval at Kleinfelder's sole discretion and to additional fees, terms, and conditions.

11. CLIENT'S RESPONSIBILITIES

- 11.1 Client agrees to provide and discuss with Kleinfelder on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and
- 11.2 Client will ensure the cooperation of Client's employees, contractors, and consultants with Kleinfelder.
- 11.3 Client acknowledges and agrees that Kleinfelder is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors, and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

12. ALLOCATION OF RISK AND INDEMNITIES

- 12.1 Subject to the limitation of liability provisions of this Agreement, Kleinfelder indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of Kleinfelder and its employees, agents, representatives, subcontractors, and any other party for whom Kleinfelder is legally responsible (**Kleinfelder Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the Kleinfelder Parties. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Kleinfelder be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by Kleinfelder. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any Kleinfelder insurance policy.
- 12.2 Client indemnifies Kleinfelder against all liabilities, losses or damages caused by the negligence or other fault of Client and its employees, agents, representatives, subcontractors, and all other parties for whom Client is legally responsible (**Client Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the negligence or other fault of all other applicable persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Client be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or services rendered by Client. This clause 12.2 is not intended to and will not in any way be limited by any insurance coverage available to Kleinfelder under any Client, Owner, or Project insurance policy.
- 12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

13. LIMITATION OF LIABILITY

- 13.1 The maximum aggregate liability of Kleinfelder arising out of or related to this Agreement, as amended, and including all Change Orders, whether based in contract or tort or otherwise in law or equity, will be limited to the sum total of \$1,000,000.
-

- 13.2 As used in this clause 13, "Kleinfelder" includes Kleinfelder, its affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders, and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

14. WAIVER OF CONSEQUENTIAL DAMAGES

- 14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal, or consequential damages however arising incurred by either Kleinfelder or Client or for which either may be liable to a third party.

15. NO CONTROL OF MEANS AND METHODS OF OTHERS

- 15.1 Client agrees:

- (a) Kleinfelder's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and
- (b) Kleinfelder will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees, or subcontractors

16. SITE ACCESS

- 16.1 Client agrees to:

- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
- (b) provide an adequate area for Kleinfelder's Site office facilities, equipment storage, and parking;
- (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
- (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

17. WARRANTY OF TITLE, WASTE OWNERSHIP

- 17.1 Kleinfelder will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

18. DISPUTE RESOLUTION

- 18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.
- 18.2 Client and Kleinfelder agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.
- 18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause unless the party seeks injunctive or other interlocutory relief.
-

- 18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.
- 18.5 This clause survives termination or expiry of this Agreement.

19. MISCELLANEOUS

- 19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.
- 19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. A waiver is not valid or binding unless made in writing.
- 19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.
- 19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.
- 19.5 Client and Kleinfelder shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 19.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements, and understandings between the parties in connection with its subject matter.
- 19.7 Each party must do anything necessary to give full effect to this Agreement.
- 19.8 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail to the addresses given in this Agreement.
- 19.9 This Agreement cannot be assigned by either party without the prior written approval of the other party. Kleinfelder may subcontract performance of portions of the Services to a qualified subcontractor.
- 19.10 Any amendment or revision to this Agreement must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.
- 19.11 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together shall constitute one original document.
-

IN WITNESS WHEREOF, Client and Kleinfelder have caused this Agreement to be executed on the date first written above.

CLIENT: City of Huron

KLEINFELDER:

By: _____

Printed Name: Matthew Lasko

Title: City Manager

By: _____

Printed Name: Thomas Borck P.E.

Title: Project Management Leader

By: _____

Printed Name: Denise Plummer, P.E.

Title: Senior Project Manager

ATTACHMENTS: Appendix A, Kleinfelder Proposal

August 28, 2023

Appendix A

Mr. Jack Evans
Water Superintendent
City of Huron, Ohio
417 Main Street
Huron, Ohio 44839

Re: City of Huron 2.0 MG Elevated Tank
M2400501.001P

Dear Mr. Evans,

As we discussed recently, Kleinfelder, Inc. proposes to provide professional engineering services to assist the City (Owner) with the design of the 2.0 MG Elevated tank(hereinafter referred to as the "project"), at a location to be determined in the City of Huron, Ohio.

The City shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. In addition, the City will provide all pertinent existing data related to this project to Kleinfelder.

Scope of Services:

- **Topographic Survey**
 - Topographic Survey of tank project area including connecting waterline
 - Research and development of existing R/W within the project area.
 - Establishment of control points
 - Establishment of project benchmarks
- **Preliminary Design and Site Selection**
 - Meet with City officials to review and discuss the scope of services, schedule, and potential sites for the tank.
 - Verify suitability of proposed sites for distribution system operation.
 - Discuss tank design options and preferences for layout selection.
 - Develop project schedule and budget
- **Design**
 - Assist the City in obtaining quotes for geotechnical services and stake boring locations.
 - Prepare detailed design plans and develop specifications.
 - Update project schedule.

- Develop a detailed construction cost estimate.
- Review the final plans, specifications, and construction cost estimate with the City. Include alternative tank styles to be bid as alternate bid items if desired by the Owner.
- Prepare appropriate Ohio EPA plan approval forms.
- After approval by the City, submit plans, specifications, and permit to Ohio EPA for review and approval.
- Make any revisions requested by the City and required by OEPA.
- **Bidding & Negotiations**
 - Prepare final drawings and technical specifications for the project and front-end contract documents for bidding.
 - Submit complete bid package to City for review.
 - Submit bid advertisement to local paper and online plan room.
 - Answer contractor questions during bidding, respond to RFI's, issue addenda as required, and update contract documents accordingly. Prepare any necessary Addenda for the project.
- **Construction Staking**
 - Stake proposed tank location and waterline.
- **Construction Administration**
 - Attend pre-construction meeting, prepare agenda and meeting minutes.
 - Review and process shop drawings.
 - Respond to Contractor RFI's.
 - Review, approve and process payment applications.
 - Review and recommend changes to the scope of work.
 - Conduct site visits to ensure project is progressing in conformance with the contract documents.
 - Interface with funding agencies as required.
 - Prepare and coordinate contract close-out documents.
- **Observation**
 - Provide part-time, onsite observation during construction. Critical phase observation is included in this scope.
 - Hold final inspection and prepare, in conjunction with City Staff, a punch list of unfinished items.
 - Provide punchlist to contractor for completion in a timely manner.
 - Provide copies of all construction observation reports to the City.
 - Prepare record drawings of as constructed conditions for the Owner from the Contractor's as-built drawings.
 - Notify Engineer and Owner of any unforeseen conditions, changes and construction related issues which arise.

Assumptions and Excluded Services:

- Preparation of any temporary and/or permanent utility easements.
- Includes advertisement and bidding as one project.

Kleinfelder will complete these design services within fifteen (15) months following execution of this agreement.

If you believe that revisions and/or additional discussions/clarifications are necessary concerning the scope of this project and the services that our firm will provide, please contact our office as soon as possible. If work activities are required which are not included in the basic services described above, Kleinfelder can provide these based on its current hourly rate schedule.

If the City has a budgetary limit for this project, please provide this in writing, so that the project can be designed within those limitations.

If there are any questions or you need additional information, please do not hesitate to contact this office.

Sincerely,

KLEINFELDER, INC.

A handwritten signature in blue ink, reading "Thomas J. Borck". The signature is fluid and cursive, with the first name "Thomas" and last name "Borck" clearly legible.

Thomas Borck, P. E.
Project Manager Leader



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/21/2023

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

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

| | | | |
|--|--------------------------------------|--------------------------------|-----------|
| PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA | CONTACT NAME: | | |
| | PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): (800) 363-0105 | |
| E-MAIL ADDRESS: | | | |
| INSURER(S) AFFORDING COVERAGE | | | |
| NAIC # | | | |
| INSURED The Kleinfelder Group, Inc 770 First Ave., Suite 400 San Diego CA 92101 USA | INSURER A: | Zurich American Ins Co | 16535 |
| | INSURER B: | Lloyd's Syndicate No. 1967 | AA1120103 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER: 570103149085

REVISION NUMBER:

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

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---|-------------------------|-------------------------|--|-------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | Y | Y | GLO612459402 | 04/01/2023 | 04/01/2024 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$15,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COM/PROP AGG | \$2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | BAP 6124595-02 | 04/01/2023 | 04/01/2024 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WC612459602 All States | 04/01/2023 | 04/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| | | | | | | | E L EACH ACCIDENT | \$1,000,000 |
| | | | | | | | E L DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E L DISEASE-POLICY LIMIT | \$1,000,000 |
| B | Environmental Contractor Poll/Prof [E&O] | | | PSDEF2300647 Claims-Made Policy SIR applies per policy terms & conditions | 04/01/2023 | 04/01/2024 | Each Claim | \$2,000,000 |
| | | | | | | | Aggregate | \$2,000,000 |

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

RE: New Raw Water Intake and Pump Station with forcemain for Huron WTP and new elevated 2,000,000 gallon water storage tank, Project ongoing date: 1/2/2024. City of Huron is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Should General Liability, Automobile Liability, Professional Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy. See Attached for Complete List of Named Insureds.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Huron Attn: Jack Evans 417 Main Street Huron OH 44839 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc</i> |

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Holder Identifier : ACDG

Certificate No : 570103149085



ADDITIONAL REMARKS SCHEDULE

Page _ of _

| | | | |
|---|-----------|---|--|
| AGENCY Aon Risk Insurance Services West, Inc. | | NAMED INSURED The Kleinfelder Group, Inc | |
| POLICY NUMBER See Certificate Numbe 570103149085 | | | |
| CARRIER See Certificate Numbe 570103149085 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

NAMED INSURED SCHEDULE

Kleinfelder, Inc.
 The Kleinfelder Group, Inc.
 Kleinfelder Holdings, LLC
 Kleinfelder Parent, Inc
 Kleinfelder Architecture Northeast, Inc.
 Kleinfelder Australia Pty Ltd
 Kleinfelder Canada, Inc.
 Kleinfelder Colorado 100, LLC
 Kleinfelder Construction Services, Inc
 Kleinfelder Engineering and Geology, P.C.
 Kleinfelder Guam 101, LLC
 Kleinfelder International, Inc
 Kleinfelder Kansas 100, LLC
 Kleinfelder New Mexico 100, LLC
 Kleinfelder Northeast, Inc.
 Kleinfelder Oklahoma 100, LLC
 Kleinfelder PNG Ltd.
 Kleinfelder Southeast, Inc.
 Kleinfelder Texas 100, LLC
 Kleinfelder Texas 200, LLC
 Kleinfelder Utah 100, LLC
 A-1, Inc.- Kleinfelder East, Inc.
 Buys & Associates, Inc. - TKG
 Corrigan Consulting, Inc.- TKG
 Insite Environmental, Inc.- Kleinfelder West, Inc.
 Kowalski Engineering, Inc.- Kleinfelder Central, Inc.
 MCE Group, Inc.- Kleinfelder, Inc.
 Omni Environmental, LLC- Kleinfelder East, Inc.
 Spectrum Exploration, Inc.-TKG
 The Wallace Group, Inc. - Kleinfelder West, Inc.
 TKG Acquisition Corp.
 Trigon Environmental Services, Inc.
 Simon Wong Engineering, Inc.
 Advantage Engineering, LLC - Kleinfelder, Inc.
 Garcia & Associates - Kleinfelder, Inc.
 Poggemeyer Design Group, Inc.
 Design Engineers & Consulting Associates, Inc. (DECA)
 Industrial Fluid Management, Inc.
 CM Works, Inc.
 Gas Transmission Systems, Inc.
 GTS Engineering & Consulting, LLP
 Century Engineering, LLC



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 6124594-02

Effective Date: 04/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH

Waiver Of Subrogation (Blanket) Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l. Prem | Return Prem. |
|---------------|-------------------|-------------------|-------------------|----------|-------------|--------------|
| GLO6124594-02 | 04/01/2023 | 04/01/2024 | 04/01/2023 | | \$ | \$ |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



Coverage Extension Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem. | Return Prem. |
|---------------|-------------------|-------------------|-------------------|--------------|--------------|--------------|
| BAP6124595-02 | 04/01/2023 | 04/01/2024 | 04/01/2023 | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to Section I – Covered Autos:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a. of Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage of the Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.



PROPOSAL AND CONTRACT AGREEMENT

This agreement between KLEINFELDER (PROJECT ENGINEER) and NELSON TANK ENGINEERING and CONSULTING, INC. (CONSULTANT) for consulting services on the 2,000,000-Gallon Elevated Water Storage Tank (PROJECT) at HURON, OH (OWNER) is as follows:

The PROJECT ENGINEER agrees to engage the services of the CONSULTANT for services hereinafter set forth.

- A. CONSULTANT agrees to perform services as detailed in the attached Section I.
- B. PROJECT ENGINEER agrees to pay CONSULTANT for services rendered the not to exceed sum of Fifty-Three Thousand Eight Hundred Ninety Dollars (\$53,890). Terms of Payment shall be detailed in Section II.
- C. Additional services performed by CONSULTANT requested by the PROJECT ENGINEER that are not within the proposed scope of services as defined in Section I, shall be paid to the CONSULTANT in accordance with time and material fees per Section III plus reimbursable expenses.
- D. The PROJECT ENGINEER and CONSULTANT agree to the conditions as set forth in the attached General Provisions of the agreement.


This contract format shall include this cover sheet, Sections I, II, III and General Conditions. Any changes in this CONTRACT shall be made by written addendum.

Debra Oterberg
Proposed by CONSULTANT

August 29, 2023
Date


Contract Approved by CONSULTANT

1/19/2024
Date


Contract Approved by PROJECT ENGINEER

1-19-2024
Date

SECTION I

2,000,000-Gallon Water Storage Tank Critical Phase Inspection Services

I. Scope of Services Performed by Consultant

A. Consulting

1. Review plans and specifications for AWWA D100 Standard compatibility. Assist in review of shop drawings for steel erection section and painting instructions.

B. Attend preconstruction meeting.

C. Construction and Welding

1. One visit to review materials delivered to site. Review welder certifications and qualifications of erection crew. Observe construction and welding practices for specification compliance. Completed welds visually inspected for surface defects (i.e. undercut, reinforcement, underfill).
2. Eight visits to observe construction and welding practices for specification compliance. Completed welds visually inspected for surface defects (i.e. undercut, reinforcement, underfill). Locate radiographs per prepared schedule and observe radiograph team in relation to AWWA D100 code.
3. One visit for final inspection of the fully erected tank. Completed welds visually inspected for surface defects (i.e. undercut, reinforcement, underfill). Punch list will be created (if necessary) for Steel Construction Contractor.

D. Painting

1. Fourteen visits to set standard for interior abrasive cleaning as set forth in the contract specifications. Record and review the materials delivered to the site for specification compliance. Review interior abrasive blast cleaning for thoroughness, surface profile, and compliance with specifications, prior to application of the primer coat.
2. One visit to inspect the interior primer coat for uniformity, coverage, and dry film thickness, prior to application of the intermediate coat.
3. One visit to inspect the interior intermediate coat uniformity, coverage, dry film thickness, prior to application of the topcoat.

4. Two visits to inspect the interior topcoat for uniformity, dry film thickness, and holiday detection. Examine the overall project for possible damage caused by equipment removal.
5. Fourteen visits to set the standard for exterior surface preparation for compliance with specifications. Record and review all materials delivered to the site for specification compliance. Review exterior surface preparation for compliance with specifications, prior to application of the primer coat.
6. One visit to inspect the exterior primer coat for uniformity, coverage, and dry film thickness, prior to application of the intermediate coat.
7. One visit to inspect the exterior intermediate coat for uniformity, coverage, and dry film thickness prior to application of the topcoat.
8. One visit to inspect the exterior topcoat for uniformity, coverage and dry film thickness for compliance with specifications. Examine the overall project for possible damage caused by equipment removal.
9. One visit to finalize the project to assure all items in the contract specifications have been completed, and that the quality of workmanship meets the contract requirements.

D. Shop Painting (Optional)

1. Inspect the surface preparation and priming of the steel plates at the shop painting facility.

II. Miscellaneous Provisions

- A. All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Owner for any other endeavor without the written consent of the Consultant.
- B. Inspection reports shall detail work completed, report progress, provide test results and prepare punch list for incomplete work.
- C. Consultant shall provide review and recommendations for pay requests submitted by Contractor.
- D. Consultant shall provide only inspection visits as described above unless otherwise directed by Owner. Consultant shall endeavor to observe Contractor's corrections of deficiencies or punch list items concurrently with regularly scheduled inspection visits. Additional visits, beyond the final inspection, required observing Contractor's corrections of deficiencies or punch list items shall be assessed per Section II. Payment to the Contractor shall be reduced to cover the cost of additional inspection services when deemed appropriate.

SECTION II

Proposed Service Fees

2,000,000-Gallon Water Storage Tank Critical Phase Inspection Services

1. Payment for specification and shop drawing review shall be based on the not to be exceed amount of \$900 at \$150/hr.
2. Payment for meeting attendance shall be the lump sum amount of \$650.
3. Payment for Inspection Services – Construction, Welding and Field Painting shall be \$36,340. Inspection fees shall be lump sum for each individual site visit. Payment shall be a \$790 per visit fee with 46 visits detailed in Section I.
4. Payment for Inspection Services-Shop Painting (Optional) shall be based on the not to exceed amount of \$16,000 at \$930 per day, and travel:

| | |
|------------|----------------------|
| Inspection | \$790 per day |
| Per Diem | <u>\$140 per day</u> |
| | \$930 per day |

Travel, car rental, air fare, \$1,000 - \$1,700 per round trip.

5. Professional services requested by Project Engineer that are not included in the original scope of work, Section I, shall be paid to the Consultant based on time and material fees per Section III.
6. Invoices shall include all work performed during the month. The invoice will start on the beginning of each month and will close on the end of each month. Any account remaining unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Project Engineer shall pay all costs of collection, including reasonable attorney fees.

Section III

Additional Service Fees

Labor Class

PER HOUR

| | |
|---------------------------------------|----------|
| Project Manager..... | \$150.00 |
| Registered Professional Engineer..... | \$150.00 |
| Project Engineer - Level II..... | \$110.00 |
| Project Engineer - Level I..... | \$ 95.00 |
| Inspector - Level II..... | \$ 90.00 |
| Inspector - Level I..... | \$ 80.00 |
| Secretarial Services..... | \$ 60.00 |
| Modeling or CAD..... | \$140.00 |

Expenses

| | |
|-------------------------|----------------|
| Mileage Commercial..... | \$1.00/mile |
| Mileage Truck..... | \$2.00/mile |
| Meals, Lodging..... | \$140 per diem |
| Air Travel..... | Business class |
| Car rental..... | Full size |

Laboratory Testing

| | |
|-----------------------------------|----------|
| TCLP (One metal)..... | \$ 85.00 |
| TCLP (Ten metals)..... | \$350.00 |
| Background Soil (Total lead)..... | \$ 45.00 |
| Paint Sample (1 Metal)..... | \$ 50.00 |
| Paint Sample (2 Metal)..... | \$ 60.00 |
| Paint Sample (3 Metal)..... | \$ 70.00 |
| Lead Detection..... | \$ 40.00 |

NELSON TANK ENGINEERING AND CONSULTING, INC.

AGREEMENT

General Conditions

(Engineer Document)

I. BASIC PROVISIONS

- A) The parties agree to deliver all executed documents upon signing of the Services Agreement.
- B) The Project Engineer agrees to furnish Consultant with sufficient copies of all documentation necessary to contract for the work to be completed according to the Services Agreement.
- C) All times provided for in the Services Agreement shall commence upon the dates specified therein. Consultant shall commence work upon execution of the Services Agreement.
- D) Consultant shall verify all physical data, measurements and other information prior to the commencement of work and report any ambiguities, errors, conflicts or discrepancies to Project Engineer. Consultant shall not be liable to the Project Engineer for failure to report any such ambiguities, discrepancies, errors or conflicts unless Consultant knew or should have reasonably known of the same.
- E) Within a reasonable time of the execution of the Services Agreement, Consultant agrees to provide Project Engineer with a preliminary schedule of work to be done with a timetable and schedule of estimated costs to be incurred and a schedule of Certificates of Insurance or any other evidence of insurance as may be required. At this time, a preliminary conference with Project Engineer shall be held if either party has unclarified questions or ambiguities with regard to the discharge of the Services Agreement.
- F) The parties intend that the Services Agreement along with all collateral documents thereto including this Schedule of General Provisions shall constitute all of the contract documents between the parties for the services to be rendered. It is the intention of the parties to adopt all business practices, trade customs and technical definitions as used in the construction industry in the interpretation of the Agreement. All ambiguities raised by either party to the Agreement shall be subject to interpretation in writing agreed to by the parties or as settled by mediation as provided herein.
- G) The Agreement and all collateral documents may be amended, supplemented, revised or deleted only by written document entered into by the parties which will include change orders as provided herein.

II. MATTERS PERTAINING TO THE AVAILABILITY OF OWNER'S FACILITIES

- A) The Owner shall furnish Consultant with unencumbered access to the facility as described in the Services Agreement along with all documentation deemed reasonably necessary by the Consultant as a condition precedent for the performance of Consultant's services.
- B) The Consultant may rely upon the technical information and physical data provided by the Project Engineer with regard to the specifications, characteristics, dimensions and condition of the structure and other assets upon which the Consultant has been retained to work.
- C) Consultant may rely upon the technical information provided by the Project Engineer in performing its services and shall not be responsible for errors based upon incomplete or erroneous data supplied by the Project Engineer. If Consultant discovers any defects in the performance of services contracted for by the Services Agreement, Project Engineer agrees to issue any necessary change orders providing for such additional work as necessary to correct the defect in question and to authorize payment for any and all additional services or material required by the Consultant to complete Consultant's services.
- D) Defects undiscovered by Consultant when estimating the work to be done under the Services Agreement, shall be called to the Project Engineer's notice immediately upon discovery.

III. INSURANCE

- A) Consultant shall purchase and maintain such liability and other insurance as is appropriate for the services being rendered and furnished and will provide protection from claims which may arise out of Consultant's performance and furnishing of services and Consultant's other obligations under the Services Agreement whether to be performed by Consultant, subcontractor, or supplier or by anyone directly or indirectly contracted for or employed by them.
- B) Owner shall purchase and maintain such property, liability and other insurance as appropriate for risks attendant to the property upon which Consultant shall perform services and Project Engineer shall make available for Consultant's inspection Certificates evidencing such coverage.

- C) All insurance coverages required by these general conditions shall be for not less than limits of liability required by the Services Agreement or the laws and regulations of the State of Ohio or the federal government. All insurance contracts identified to this Agreement shall contain provisions or endorsements that coverage shall not be canceled, materially changed or renewal refused without at least thirty (30) days prior written notice to the Project Engineer and Consultant and to any other insured to whom a Certificate of Insurance has been issued.
- D) The Owner and Consultant intend that all policies purchased in accordance with this Article III will endeavor to protect the Owner, Consultant, subcontractors and suppliers and all other persons listed as additional insureds and will provide primary coverage for losses and damages. Any such policy purchased in accordance with this Agreement shall contain provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Additionally, the Project Engineer waives all rights against the Consultant, subcontractors, consultants and the officers, Directors, employees and agents of any of them for any loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to the Project Engineer's property caused by or arising out of fire or other peril, whether or not insured by Project Engineer, and loss or damage to the completed project or part thereof caused by or arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the project by Project Engineer and any policy issued in accordance with the terms of this Agreement shall contain provisions to the effect that in the event of payment of any loss, damage or consequential loss, the insurers will have no rights of recovery against any contractor, subcontractor, consultant and the officers, Directors, employees or agents of any of them.

IV. CONSULTANT'S RESPONSIBILITIES

- A) Consultant shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession. Consultant shall be solely responsible for the means, methods, techniques, materials used, and procedures applied in fulfilling its services and shall be solely responsible for the appointment of individuals responsible for the performance of the services contracted for by the Services Agreement.
- B) Unless specified elsewhere to the contrary, Consultant shall furnish, be compensated for, and assume all responsibility for all materials, equipment, labor, transportation, equipment and other facilities necessary for the furnishing, performing, testing and completion of the services contracted for by the Services Agreement.
- C) Consultant shall adhere to the time schedule for completion of the Services Agreement advising Project Engineer of any alterations necessary in the performance of such schedule and procure the Project Engineer's written agreement, which shall not be unreasonably withheld with regard to any such changes.
- D) If, during the course of providing services in accordance with this Services Agreement, Consultant determines that other or equal material or procedures will accomplish the work contracted for by this Agreement, Consultant shall notify the Project Engineer or its appropriate representatives following established change order procedures, if appropriate, and such substitution shall be approved by the Project Engineer's representative unless clear and convincing evidence is shown that the Consultant's basis for substitution is wrong. In such case, if the Consultant continues to adhere to its decision with regard to the above-mentioned substitution and the Project Engineer's representative refuses to approve a change order for the same, if necessary, Consultant may seek alternative dispute resolution of the issue as provided herein by mediation if the same will not substantially protract the time necessary for the completion of the rendition of services.
- E) If, in the performance of Consultant's services, other subcontractors or suppliers must be utilized, Consultant shall provide Project Engineer with the identity of any proposed subcontractor or supplier. Consultant refuses to deal with any subcontractor or supplier against whom the Project Engineer has made reasonable objection. If such subcontractor or supplier is rejected by the Project Engineer and Consultant has made diligent inquiry as to an acceptable substitute but is unable to substitute for the objected subcontractor or supplier, Project Engineer agrees to adjust the contract price as necessary for the hiring of replacement subcontractor or supplier.
- F) Project Engineer, with Consultant's assistance, shall obtain and pay for all permits and licenses, other governmental charges and inspection fees necessary for the completion of the services contracted for by this Services Agreement. This provision shall not be applied to relieve Project Engineer of its obligation for the payment of any costs the Project Engineer has assumed by the Services Agreement.
- G) Consultant shall give notices and comply with laws and regulations concerning the performance of services contracted for by this Service Agreement. If Consultant knows the performance of services shall be in violation of law or regulation, the Consultant shall bear all claims, costs, losses and damages caused by Consultant's actions.
- H) It shall be Consultant's responsibility to confine its activities to the premises on which the inspection services are rendered. After the rendition of services, Consultant agrees to remove all of all tools, appliances, equipment,

machinery and surplus materials. The site shall be left clean and ready for use by the Owner after the completion of the rendition of services contracted for by the Services Agreement.

- I) Consultant agrees that if any dispute should arise under the terms of this Services Agreement which is submitted to mediation, Consultant shall carry on with the rendition of services and adhere to the time schedule established for the completion of performance of services during all disputes or disagreements with the Project Engineer. No services shall be delayed or postponed pending resolution of any dispute or disagreement except as otherwise permitted in accordance with these general conditions or as agreed to in writing with the Project Engineer.
- J) Consultant agrees to indemnify and hold harmless Project Engineer and its officials, officers, Directors and employees to the fullest extent permitted by law from and against claims, costs, losses and damages (including reasonable legal fees and charges of other professional and all other dispute resolution costs) caused by or arising out of or resulting from the performance of the services rendered by Consultant incident to this Services Agreement provided that any such claim, cost, loss or damage is attributable to the negligent act, error or omission of the Consultant, subcontractor or supplier; provided, comparative negligence shall be taken into account in measuring Consultant's liability for damages hereunder.

V. PROJECT ENGINEER'S RESPONSIBILITIES

- A) The Project Engineer shall not supervise, direct or have control or authority over nor be responsible for Consultant's means, methods, techniques, or procedures of rendering services or for the safety precautions and programs incident thereto or for any failure of the Consultant to comply with laws and regulations applicable to the furnishing of performance of the services contracted for by this Services Agreement. Project Engineer will not be responsible for Consultant's failure to perform or furnish the services in accordance with this Services Agreement.
- B) Project Engineer represents that the authorized governing authorities of Project Engineer have taken all steps necessary to approve the Services Agreement and to furnish Consultant with reasonable evidence of financial responsibility for the satisfaction of its payment obligation under the Services Agreement and that Consultant shall be paid in full for the rendition of services in accordance with the terms of the Services Agreement.
- C) Project Engineer shall take no action to impede Consultant's rendition of services in accordance with this Services Agreement and has taken all steps necessary to coordinate the services and work performed on the site so as to not impair Consultant's ability to render services. To this end, Project Engineer has designated its representative in dealing with Consultant who has full and complete authority to bind and represent the Project Engineer with regard to any and all decisions necessary in the fulfillment of the Services Agreement. If no such representative has been designated, the designated representative of the Project Engineer shall be any of its officers or its chief elected official.

VI. CHANGES IN WORK

- A) Within the parameters of services to be rendered by Consultant, Project Engineer may, at any time or from time to time, order additions, deletions or revisions to the services to be rendered by Consultant; provided, Project Engineer and Consultant have agreed to compensation for the same. Such additions, deletions or revisions will be authorized by written amendment or change order signed by the Project Engineer's representative and acknowledged in writing by the Consultant. Upon receipt of any such acknowledged change order, Consultant shall promptly proceed with the services involved which will be performed under the applicable conditions of the contract documents except as amended. If the Project Engineer and Consultant are unable to agree as to the extent, if any, of an adjustment in the contract price or an adjustment of the contract terms, allowed as a result of a change order or otherwise, Consultant agrees to continue and the Project Engineer agrees to abide by the terms of the contract provided the parties mutually agree to submit the disagreement to mediation as provided for herein.

VII. PAYMENTS TO CONSULTANT AND COMPLETION

- A) Consultant shall be paid in accordance with the provisions of Section II of the Services Agreement provided that if there is a dispute as to the services rendered, Project Engineer shall pay for all services rendered for which objection may not be reasonably made and provide Consultant with an accounting of those services performed for which objection is made and the basis, therefore. Such dispute shall be submitted to mediation if the parties cannot otherwise agree to its disposition.
- B) Consultant acknowledges that title to all materials and equipment covered by any payment from Project Engineer to Consultant whether incorporated in the services rendered or not will pass to the Project Engineer no later than the time of payment as specified in Section II of the Services Agreement free and clear of all liens.

VIII. TERMINATION OR SUSPENSION OF SERVICES

- A) The Project Engineer may suspend services by the Consultant at any time and without cause provided Consultant has been paid to date for services rendered under the Services Agreement. Any resumption of services authorized by the Project Engineer shall only be in accordance with terms, conditions and contract price as agreeable by Consultant.
- B) Consultant may cease rendering services under this Services Agreement if, through no act or fault of the Consultant, the performance of services under the Agreement has been materially impaired in which case Consultant may refrain from rendering additional services until satisfactory payment for services rendered and to be rendered has been made by the Project Engineer and the impairment has been corrected.
- C) If, prior to the rendition of services under the Services Agreement, conditions materially change through the application of force majeure, the Consultant's obligation for the performance of services by the Project Engineer's obligation for the payment for same may be excused.

IX. DISPUTE RESOLUTION

- A) The Project Engineer and Consultant agree that should any dispute arise between them with regard to any term and/or condition of the Services Agreement, the parties mutually consent to mediation.

X. MISCELLANEOUS

- A) The Services Agreement shall be binding upon and inure to the benefit of the successors, representatives and assigns of the parties hereto; provided, that due to the personal service nature of the Agreement, it shall not be subject to assignment by the Consultant.
- B) Any notice required in accordance with the terms of this Agreement shall be effective and binding if made to the parties at their last business address known to the giver of the notice.
- C) The duties and obligations imposed by these general conditions and the rights and remedies available hereunder to the parties hereto, are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by law or regulation.

XI. SAFETY

- A) Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at the construction site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance the contract documents and any health or safety precautions required by any regulatory agencies.
- B) The Consultant and its personnel have no authority to exercise any control over the Contractor or its employees in connection with their work or any health and safety programs or procedures.
- C) The Project Engineer agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Owner's contract with the General Contractor.



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 89-2025 (*submitted by Capt. Mike Hohler*)
DATE: December 9, 2025

Subject Matter/Background

History

Resolution No. 1985-12 - original 2.5 mill fire levy placed on ballot.

Resolution No. 2004-37 - 3.0 mill replacement fire levy placed on ballot.

During the preparation of the 2026 budget including a forward forecast of ten years the City Fire Department shows inability to fund current operating service levels with the current revenue generated by the active property tax levy. The Fire Department has maintained its level of service with the static revenue amount generated without a ballot measure for over 20 years. With rising operational costs, increased call volume, and capital equipment in need of replacement the necessity for additional property tax revenue is apparent. The ballot measure of an additional 1.5 mills is estimated to cost taxpayers \$52.50 per year for every \$100,000 of assessed property tax value.

Financial Review

Finance Committee recommended ballot action to support fire operations during the 2026 budget build process.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 89-2025 on its first reading is in order.

[Resolution No. 89-2025 Fire Levy Resolution of Necessity \(1\).docx](#)

RESOLUTION NO. 89-2025

Introduced by: _____

A RESOLUTION DECLARING IT NECESSARY TO PLACE AN ADDITIONAL TAX LEVY FOR THE PURPOSE OF PROVIDING AND MAINTAINING FIRE APPARATUS, MECHANICAL RESUSCITATORS, UNDERWATER RESCUE AND RECOVERY EQUIPMENT, OR OTHER FIRE EQUIPMENT AND APPLIANCES, BUILDINGS AND SITES THEREFOR, OR SOURCES OF WATER SUPPLY AND MATERIALS THEREFOR, FOR THE ESTABLISHMENT AND MAINTENANCE OF LINES OF FIRE-ALARM COMMUNICATIONS, FOR THE PAYMENT OF FIREFIGHTING COMPANIES OR PERMANENT, PART-TIME, OR VOLUNTEER FIREFIGHTING, EMERGENCY MEDICAL SERVICE, ADMINISTRATIVE, OR COMMUNICATIONS PERSONNEL TO OPERATE THE SAME, INCLUDING THE PAYMENT OF ANY EMPLOYER CONTRIBUTIONS REQUIRED FOR SUCH PERSONNEL UNDER SECTION 145.48 OR 742.34 OF THE REVISED CODE, FOR THE PURCHASE OF AMBULANCE EQUIPMENT, FOR THE PROVISION OF AMBULANCE, PARAMEDIC, OR OTHER EMERGENCY MEDICAL SERVICES OPERATED BY A FIRE DEPARTMENT OR FIREFIGHTING COMPANY AND REQUESTING THE ERIE COUNTY AUDITOR TO CERTIFY THE TOTAL CURRENT TAX VALUATION OF THE CITY AND THE DOLLAR AMOUNT OF REVENUE THAT WOULD BE GENERATED BY THAT ADDITIONAL LEVY, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5705.02 provides that the aggregate amount of taxes that may be levied on any taxable property in the City shall not in any one year exceed ten mills on each dollar of tax valuation of the City, except for taxes specifically authorized to be levied in excess thereof; and

WHEREAS, the amount of taxes that may be raised within the ten-mill limitation set forth above will be insufficient to provide for the necessary requirements of the City and it is therefore necessary to levy a tax in excess of that limitation for purposes of providing and maintaining fire apparatus, mechanical resuscitators, underwater rescue and recovery equipment, or other fire equipment and appliances, buildings and sites therefor, or sources of water supply and materials therefor, for the establishment and maintenance of lines of fire-alarm communications, for the payment of firefighting companies or permanent, part-time, or volunteer firefighting, emergency medical service, administrative, or communications personnel to operate the same, including the payment of any employer contributions required for such personnel under section 145.48 or 742.34 of the Revised Code, for the purchase of ambulance equipment, for the provision of ambulance, paramedic, or other emergency medical services operated by a fire department or firefighting company, or for the payment of other related costs; and

WHEREAS, Ohio Revised Code Section 5705.03 requires that when a taxing authority determines that it is necessary to levy a tax outside the ten (10) mill limitation for any purpose authorized by the Ohio Revised Code, prior to the certification to the Cuyahoga County Board of Elections of its Resolution to submit the question of levying a tax outside the ten-mill limitation to the electors of the City of Huron, the City shall certify this legislation to the County Auditor requesting that the County Auditor certify to the City the following information:

- the total current valuation of the City;
- the levy's effective rate, expressed in dollars, rounded to the nearest dollar for each one hundred thousand dollars of the Auditor's appraised value;
- the dollar amount of revenue, rounded to the nearest dollar, that would be generated by the specified 1.5 mills for each one dollar of taxable value;
- an estimate of the levy's annual collections, rounded to the nearest dollar, which shall be calculated assuming that the amount of the tax list of the taxing authority remains throughout

the life of the levy the same as the amount of the tax list most recently certified by the auditor under division (A) of section 319.28 of the Revised Code;

- an estimate of the amount by which the carry-over balance in the City's general operating budget from the preceding fiscal year exceeds the City's general fund expenditures made in the preceding fiscal year, expressed both in dollars and as a percentage of those expenditures; and

WHEREAS, the proposed levy shall be one point five (1.5) mill upon the taxable property within the City of Huron, Erie County, Ohio, for a continuing period commencing tax year 2026; and

WHEREAS, the proposed levy is an additional levy authorized for the fire department of the City by Section 5705.19(I) of the Ohio Revised Code and shall be submitted to all of the electors of the City at an election on May 5, 2026.

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

Section 1: That Council hereby declares that it is necessary to place an additional tax levy for a continuing period of time and at the rate of 1.5 mills outside of the ten-mill limitation authorized by Section 5705.02 of the Ohio Revised Code and prior levies authorized by the electors of this City for the purpose of providing and maintaining fire apparatus, mechanical resuscitators, underwater rescue and recovery equipment, or other fire equipment and appliances, buildings and sites therefor, or sources of water supply and materials therefor, for the establishment and maintenance of lines of fire-alarm communications, for the payment of firefighting companies or permanent, part-time, or volunteer firefighting, emergency medical service, administrative, or communications personnel to operate the same, including the payment of any employer contributions required for such personnel under section 145.48 or 742.34 of the Revised Code, for the purchase of ambulance equipment, for the provision of ambulance, paramedic, or other emergency medical services operated by a fire department or firefighting company, or for the payment of other related costs, and that it intends to submit the question of the additional levy to the electors at an election on May 5, 2026, as authorized by Section 5705.191 of the Ohio Revised Code.

Section 2: That Council requests the Erie County Auditor to certify to it each of the following:

- the total current valuation of the City;
- the levy's effective rate, expressed in dollars, rounded to the nearest dollar for each one hundred thousand dollars of the Auditor's appraised value;
- the dollar amount of revenue, rounded to the nearest dollar, that would be generated by the 1.5-mill additional levy for each one dollar of taxable value; and
- an estimate of the levy's annual collections, rounded to the nearest dollar, which shall be calculated assuming that the amount of the tax list of the taxing authority remains throughout the life of the levy the same as the amount of the tax list most recently certified by the auditor under division (A) of section 319.28 of the Revised Code.

Section 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal

actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City and for the further reason that this Resolution must be immediately effective to provide for the submission of the question of the replacement of the tax levy to the electors at an election on May 5, 2026, to enable the City to continue to receive those revenues without interruption; wherefore, this Resolution shall be in full force and effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST:

Clerk of Council

ADOPTED:



TO: Mayor Tapp and City Council
FROM: Isaac Phillips
RE: Resolution No. 90-2025 (*submitted by Isaac Phillips*)
DATE: December 9, 2025

Subject Matter/Background

Software Solutions provides the City's accounting system that includes solutions of procurement, accounting ledger, payroll, financial reporting, and utility billing. The system was an upgrade from the egov platform in 2021. Now that the cost is exceeding \$25K annually, the City's procurement procedures require Council approval.

The historic costs are below:

2025: \$23,967.09

2024: \$22,834.37

2023: \$21,340.52

Financial Review

Finance is in alignment with the renewal of the City's current accounting and utility billing software.

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 to adopt Resolution No. 90-2025 is in order.

[Resolution No. 90-2025 Software Solutions 2026 VIP Software Support \\$25,174.90 \(2\).doc](#)

[Resolution No. 90-2025 Exh A Software Solutions Invoice.pdf](#)

RESOLUTION NO. 90-2025

Introduced by: Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH SOFTWARE SOLUTIONS FOR THE ANNUAL SOFTWARE SUPPORT CONTRACT FOR VISUAL INTELLIGENCE SOFTWARE AND PROVISION OF PROFESSIONAL SERVICES RELATED THERETO AT A COST NOT TO EXCEED TWENTY-FIVE THOUSAND ONE HUNDRED SEVENTY-FOUR AND 90/100 DOLLARS (\$25,174.90)

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

SECTION 1. That the City Manager is authorized and directed to accept the proposal and enter into an agreement with Software Solutions for the annual software support contract and provision of related professional services at a cost not to exceed Twenty-Five Thousand One Hundred Seventy-Four and 90/100 Dollars (\$25,174.90), which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

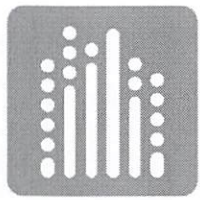
SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



Software Solutions

Personal Attention. Public Solutions.

8534 Yankee Street, Suite 2B
Dayton, OH 45458

Bill To:
Huron, City of
417 Main Street
Huron, OH 44839

Ship To:
Huron, City of
417 Main Street
Huron, OH 44839

INVOICE

| | |
|---------------|-------------|
| Invoice #: | INV-0012224 |
| Invoice Date: | 12/02/2025 |
| Term: | Net 30 |
| Due Date: | 01/01/2026 |
| PO #: | |

PO#25-1050

Description

Annual Software Support Contract for Visual Intelligence for period 01/01/2026 thru 12/31/2026

| | |
|-----------|-------------|
| Subtotal | \$25,174.90 |
| Sales Tax | \$0.00 |
| Total | \$25,174.90 |

VIP Utility Billing - \$ 9079.45
VIP Software - \$16,095.45

| Utility Cost | \$ 9,079.45 | Cost Alloc |
|----------------|-------------|--------------------|
| 604 water | 45% | \$ 4,085.75 |
| 605 stormwater | 10% | \$ 907.95 |
| 654 electric | 45% | \$ 4,085.75 |
| Total | | \$ 9,079.45 |

| Software Cost | \$ 16,095.45 | Cost Alloc |
|---------------|--------------|---------------------|
| 110 GF | 20% | \$ 3,219.09 |
| 214 Fire | 20% | \$ 3,219.09 |
| 212 Streets | 20% | \$ 3,219.09 |
| 604 Water | 20% | \$ 3,219.09 |
| 654 Electric | 20% | \$ 3,219.09 |
| Total | | \$ 16,095.45 |

| | | |
|----------------|-------------|----------------|
| 110 GF | \$ 3,219.09 | 110-7900-53430 |
| 214 Fire | \$ 3,219.09 | 214-1311-53324 |
| 212 Streets | \$ 3,219.09 | 212-6200-53324 |
| 604 Water | \$ 7,304.84 | 604-5900-53324 |
| 654 Electric | \$ 7,304.84 | 654-5100-53324 |
| 605 stormwater | \$ 907.95 | 605-5300-53324 |

Grand Total \$ 25,174.90



TO: Mayor Tapp and City Council
FROM: Isaac Phillips
RE: Ordinance No. 2025-32 (*submitted by Isaac Phillips*)
DATE: December 9, 2025

Subject Matter/Background

Ordinance No. 2025-32 authorizes the annual position and salary schedule for non-charter positions within the City. Modifications to the position and salary schedule are suggested based on wage increases, collective bargaining agreements and changes to state and federal law. The 2026 budget includes the updated annual salaries based on a 3% salary increase for all non-bargaining employees.

Full-Time Position and Salary Schedule - The modifications to ranges in Exhibit "B" of the ordinance have been adjusted to reflect current base salaries and salary increases. Part-Time and Seasonal Position Salary Schedule - Minimum wage has been modified from \$10.70 to \$11.00 per hour to reflect the 2026 State of Ohio minimum wage rate. Increases in rates does not automatically trigger an increase for employees. Personnel action, with authorization by the City Manager, is still necessary for any rate increases to take effect.

Financial Review

The change to the position and salary schedule reconciles the payroll within the 2026 adopted budget.

Legal Review

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

Recommendation

if Council is in agreement with the request, a motion adopting Ordinance No. 2025-32 is in order.

[Ordinance_No._2025-32_Salary_Schedule__2026.docx](#)

[Ordinance_No._2025-32_Exh_1_Salary_Schedule.docx](#)

[Ordinance_No._2025-32_Exh_2_Salary_Schedule \(1\).docx](#)

ORDINANCE NO. 2025-32

Introduced by Mark Claus

AN ORDINANCE AMENDING HURON CODIFIED ORDINANCE SECTION 161.04 (A), EXHIBIT “A” POSITION AND SALARY SCHEDULE AND DECLARING AN EMERGENCY

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

SECTION 1. That Section 164.04 (a) Exhibit “A” Position and Salary Schedule of the Codified Ordinances of the City of Huron, Ohio having been previously adopted in Ordinance No. 2024-54 on December 18, 2024, **WHICH CURRENTLY READS AS FOLLOWS, (refer to Exhibit “1” attached)** shall be and hereby is amended.

SECTION 2. That, Section 164.04 (a) Exhibit “A” Position and Salary Schedule, of the Codified Ordinances of the City of Huron, Ohio is hereby amended to read as follows **(refer to Exhibit “2” attached).**

SECTION 3. 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. To implement the established salary to take effect January 1, 2026, this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

EXHIBIT “1”

161.04 POSITION AND SALARY SCHEDULE.

(a) The position and salary schedule, marked Exhibit “A”, which is attached hereto and made a part of this Code shall be effective as of January 1, 2025.
(Ord. 2024-54. Passed 12-18-24)

(b) The Personnel Officer, in conjunction with department and division heads and subject to the approval of the City Manager, shall annually review and make recommendations to Council for changes in the following schedule.

(c) The adopted position and salary schedule shall provide the basis for compensation of all municipal employees. The City Manager shall adopt an administrative policy, subject to approval of the City Council, to address those positions which are in existence and have not attained the minimum base salary range or have exceeded the maximum base salary range. A position may be assigned a salary lower than the minimum base salary range or higher than the maximum base salary range provided for that salary grade of that position, but is subject to administrative policy. Prior to appointment of a new employee, the City Manager shall consult the position and salary schedule for determination of placement within the relevant classification. Appointments shall normally be made at the minimum rate for the specified pay scale. Evaluation of an appointee's qualifications and experience shall be considered and may provide the basis for compensation in excess of the minimum base salary.

(d) Salary increases within an established range shall not be automatic, but can be given on the following bases:

- (1) A merit increase recommended, in writing, to the City Manager by the appropriate department or division head and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.
- (2) A merit increase recommended and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.
- (3) An across the board increase granted to all salaried employees and recommended by the City Manager.
- (4) A change in the employee's classification.

(e) Salary increases granted on the basis of subsection (d)(1), (2) and (3) hereof are dependent on the provisions of moneys appropriated in the annual appropriation ordinance. Salary increases granted on the basis of subsection (d)(1) and (2) hereof shall not be granted to an employee more frequently than once in each six months. No salary advancement shall be given before the employee completes the first six months of his probationary period. However, when the minimum salary for the particular position is increased during such employee's probationary period, such employee shall be compensated at such higher salary from the date of the passage of the salary ordinance.

(f) The salary rate established for an employee shall represent his total remuneration, not including reimbursement for official travel and except as otherwise provided, in this chapter (overtime pay, cost-of-living allowance, premium pay and/or on-call status). No reward, gift or other thing of value received from any source for the performance of his duties shall be retained by an employee. Notwithstanding the foregoing, employees of the Police Division, during off-duty time, may accept special duty assignments for police work only when authorized by the Police Chief.

(g) Whenever an employee works for a period less than the regularly established number of hours per day, days per week or weeks per month, the amount paid shall be proportionate to the time actually employed.

(h) All full-time salaried employees except department heads, administrative employees and Fire Division employees shall be compensated for each hour worked in excess of forty hours per week at a rate equal to one and one-half times their straight rate.

All full-time employees of the Fire Division shall be compensated for each hour worked in excess of 212 hours during any twenty-eight day work period at a rate equal to one and one-half times their straight rate.

Authorization of all overtime shall be under the control of the City Manager. If any fulltime salaried employee, other than department and division heads, requests the City Manager to grant compensatory time off in lieu of compensation for such employee's authorized overtime, the City Manager shall be authorized but not required to allow such request.

The City Manager shall be authorized, but not required, to grant compensatory time off to those administrative employees not entitled to overtime compensation at such times and to such extent that the City Manager, in his sole discretion deems justifiable under the circumstances relating to each such administrative employee.

(i) (EDITOR'S NOTE: This subsection was repealed by Ordinance 1988-2, passed January 25, 1988.)

(j) Except as otherwise provided in any one or more controlling collective bargaining agreements, each employee of the Division of Utilities and of the Division of Streets and Parks, when placed on an "on call" basis by the department or division head, shall receive compensation in addition to his regular salary in an amount equal to two (2) hours of such employee's regular rate for each such twenty-four (24) hour period that the employee is on call. Such "on call" pay shall be in addition to pay for actual hours worked on call.

(Ord. 1976-35. Passed 12-13-76; Ord. 1980-10. Passed 2-4-80; Ord. 1982-2. Passed 1-25-82; Ord. 1983-30. Passed 11-28-83; Ord. 1985-20. Passed 7-22-85; Ord. 1985-32. Passed 12-16-85; Ord. 1986-2. Passed 1-13-86; Ord. 2014-33. Passed 12-23-14. Ord. 2012-61. Passed 11-22-22.)

EXHIBIT “A”

CITY OF HURON

FULL TIME POSITION AND SALARY SCHEDULE

| | | BASE SALARY RANGE | |
|---|-----------|-------------------|----------|
| POSITION TITLE | Pay Scale | Min. | Max. |
| Planning Director | 5 | \$65,000 | \$90,000 |
| Planning & Zoning Manager | | | |
| Personnel Officer | | | |
| Parks and Recreation Director | | | |
| Parks and Recreation Operations Manager | 4 | \$55,000 | \$80,000 |
| Technology Manager | | | |
| Assistant Finance Director | | | |
| Clerk of Court | | | |
| Parks and Recreation Program Manager | | | |
| Parks and Municipal Grounds Coordinator | 3 | \$45,000 | \$67,000 |
| Boat Basin Facility Manager | | | |
| Executive Administrative Assistant/Clerk of Council | | | |
| Permit Technician/Administrative Assistant | | | |
| Finance Specialist | | | |
| Probation Officer | | | |
| Zoning Inspector - FT | 2 | \$35,000 | \$55,000 |
| Deputy Clerk of Court | | | |
| Administrative Assistant - Communications | | | |
| Parks Maintenance Worker I | 1 | \$35,500 | \$35,500 |
| Municipal Judge | | | |
| Administrative Assistant | 1 | \$25,000 | \$40,000 |

| Supplemental Salary Schedule | | | |
|--------------------------------|-----------|-------------------|----------|
| | | BASE SALARY RANGE | |
| POSITION TITLE | Pay Scale | Min. | Max. |
| Water Superintendent | | \$65,000 | \$98,000 |
| Information Technology Manager | VIII | \$57,000 | \$95,000 |

| Part Time and Seasonal Position Salary Schedule | | |
|---|-------------------|-------------|
| | BASE SALARY RANGE | |
| POSITION TITLE | Min. | Max. |
| Prosecutor | \$20,000 | \$50,000 |
| Personnel Officer | | |
| Deputy Court Clerk | \$10.70/hr. | \$20.00/hr. |
| Police/Dispatch Secretary | | |
| Police Officer | | |
| Court Bailiff/Court Security Officer | | |
| Finance Clerk | | |
| Customer Service Clerk | | |
| General Maintenance Worker | \$10.70/hr. | \$24.00/hr. |
| Zoning Inspector - PT | | |
| Administrative Assistant | | |
| Street Maintenance | | |
| Parks Maintenance | \$10.70/hr. | \$16.00/hr. |
| Recreation | | |
| Dockhand | | |
| Basic EMT/FF | \$12.00/hr. | \$15.00/hr. |
| Basic Paramedic/FF | \$15.00/hr. | \$18.00/hr. |

(Ord. 2024-54; Passed 12-18-24)

EXHIBIT “2”

161.04 POSITION AND SALARY SCHEDULE.

(a) The position and salary schedule, marked Exhibit “A”, which is attached hereto and made a part of this Code shall be effective as of January 1, 2026.

(b) The Personnel Officer, in conjunction with department and division heads and subject to the approval of the City Manager, shall annually review and make recommendations to Council for changes in the following schedule.

(c) The adopted position and salary schedule shall provide the basis for compensation of all municipal employees. The City Manager shall adopt an administrative policy, subject to approval of the City Council, to address those positions which are in existence and have not attained the minimum base salary range or have exceeded the maximum base salary range. A position may be assigned a salary lower than the minimum base salary range or higher than the maximum base salary range provided for that salary grade of that position, but is subject to administrative policy. Prior to appointment of a new employee, the City Manager shall consult the position and salary schedule for determination of placement within the relevant classification. Appointments shall normally be made at the minimum rate for the specified pay scale. Evaluation of an appointee's qualifications and experience shall be considered and may provide the basis for compensation in excess of the minimum base salary.

(d) Salary increases within an established range shall not be automatic, but can be given on the following bases:

- (1) A merit increase recommended, in writing, to the City Manager by the appropriate department or division head and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.
- (2) A merit increase recommended and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.
- (3) An across the board increase granted to all salaried employees and recommended by the City Manager.
- (4) A change in the employee's classification.

(e) Salary increases granted on the basis of subsection (d)(1), (2) and (3) hereof are dependent on the provisions of moneys appropriated in the annual appropriation ordinance. Salary increases granted on the basis of subsection (d)(1) and (2) hereof shall not be granted to an employee more frequently than once in each six months. No salary advancement shall be given before the employee completes the first six months of his probationary period. However, when the minimum salary for the particular position is increased during such employee's probationary period, such employee shall be compensated at such higher salary from the date of the passage of the salary ordinance.

(f) The salary rate established for an employee shall represent his total remuneration, not including reimbursement for official travel and except as otherwise provided, in this chapter (overtime pay, cost-of-living allowance, premium pay and/or on-call status). No reward, gift or other thing of value received from any source for the performance of his duties shall be retained by an employee. Notwithstanding the foregoing, employees of the Police Division, during off-duty time, may accept special duty assignments for police work only when authorized by the Police Chief.

(g) Whenever an employee works for a period less than the regularly established number of hours per day, days per week or weeks per month, the amount paid shall be proportionate to the time actually employed.

(h) All full-time salaried employees except department heads, administrative employees and Fire Division employees shall be compensated for each hour worked in excess of forty hours per week at a rate equal to one and one-half times their straight rate.

All full-time employees of the Fire Division shall be compensated for each hour worked in excess of 212 hours during any twenty-eight day work period at a rate equal to one and one-half times their straight rate.

Authorization of all overtime shall be under the control of the City Manager. If any fulltime salaried employee, other than department and division heads, requests the City Manager to grant compensatory time off in lieu of compensation for such employee's authorized overtime, the City Manager shall be authorized but not required to allow such request.

The City Manager shall be authorized, but not required, to grant compensatory time off to those administrative employees not entitled to overtime compensation at such times and to such extent that the City Manager, in his sole discretion deems justifiable under the circumstances relating to each such administrative employee.

(i) (EDITOR'S NOTE: This subsection was repealed by Ordinance 1988-2, passed January 25, 1988.)

(j) Except as otherwise provided in any one or more controlling collective bargaining agreements, each employee of the Division of Utilities and of the Division of Streets and Parks, when placed on an "on call" basis by the department or division head, shall receive compensation in addition to his regular salary in an amount equal to two (2) hours of such employee's regular rate for each such twenty-four (24) hour period that the employee is on call. Such "on call" pay shall be in addition to pay for actual hours worked on call.

(Ord. 1976-35. Passed 12-13-76; Ord. 1980-10. Passed 2-4-80; Ord. 1982-2. Passed 1-25-82; Ord. 1983-30. Passed 11-28-83; Ord. 1985-20. Passed 7-22-85; Ord. 1985-32. Passed 12-16-85; Ord. 1986-2. Passed 1-13-86; Ord. 2014-33. Passed 12-23-14. Ord. 2012-61. Passed 11-22-22.)

EXHIBIT "A"

CITY OF HURON
FULL TIME POSITION AND SALARY SCHEDULE

| | | BASE SALARY RANGE | |
|---|-----------|-------------------|-----------|
| POSITION TITLE | Pay Scale | Min. | Max. |
| Water Superintendent | 5 | \$65,000 | \$110,000 |
| Parks and Recreation Director | | | |
| Assistant Finance Director | 4 | \$55,000 | \$95,000 |
| Building & Zoning Manager | | | |
| Parks and Recreation Operations Manager | | | |
| Technology Manager | | | |
| Service Manger | | | |
| Clerk of Court | | | |
| Parks and Municipal Ground Coordinator | 3 | \$45,000 | \$75,000 |
| Boat Basin Facility Manager | | | |
| Executive Administrative Assistant/Clerk of Council | | | |
| Finance Specialist | | | |
| Probation Officer | | | |
| Zoning Inspector - FT | 2 | \$35,000 | \$65,000 |
| Planning & Zoning Secretary | | | |
| Deputy Clerk of Court | | | |
| Administrative Assistant - Communications | | | |
| Parks Maintenance Worker I | | | |
| Municipal Judge | 1 | \$35,500 | \$35,500 |
| Administrative Assistant | 1 | \$25,000 | \$55,000 |

| Part Time and Seasonal Position Salary Schedule | | |
|---|-------------------|-------------|
| | BASE SALARY RANGE | |
| POSITION TITLE | Min. | Max. |
| Prosecutor | \$20,000 | \$50,000 |
| Personnel Officer | | |
| Deputy Court Clerk | \$11/hr. | \$25.00/hr. |
| Police/Dispatch Secretary | | |
| Police Officer | | |
| Court Bailiff/Court Security Officer | | |
| Finance Clerk | | |
| Customer Service Clerk | | |
| General Maintenance Worker | \$11/hr. | \$24.00/hr. |
| Zoning Inspector - PT | | |
| Administrative Assistant | | |
| Street Maintenance | | |
| Parks Maintenance | \$11/hr. | \$17.00/hr. |
| Recreation | | |
| Dockhand | | |
| Basic EMT/FF | \$12.00/hr. | \$17.00/hr. |
| Basic Paramedic/FF | \$15.00/hr. | \$20.00/hr. |

(Ord. 2025-32; Passed 12-9-25)



TO: Mayor Tapp and City Council
FROM: Terri Welkener , Clerk of Council
RE: Ordinance No. 2025-33 (*submitted by Isaac Phillips*)
DATE: December 9, 2025

Subject Matter/Background

This ordinance amends Codified Ordinance Section 161.04.1 - Salaries of the Law Director, Finance Director Services Director, Fire Chief and Police Chief and is required annually or as needed to reflect the maximum base salary of these specific positions in order to remain in compliance for the reconciliation of the payroll process. Any annual salary increases within the administration, if any, are determined by the City, which may or may not be consistent with a Cost-of-Living Adjustment formula or current Collective Bargaining Agreements. The salary for position of Law Director reflects the terms of the contract with Seeley Savidge Ebert & Gourash LLP. The position of Fire Chief is vacant. The Fire Chief's maximum base salary remains consistent with the Police Chief's salary for 2026.

Financial Review

This ordinance reconciles the reflected positions and increases the maximum base salaries for the positions of Chief of Police and Chief of Fire in accordance with expected cost of living increases which are included in the 2026 budget.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2025-33 is in order.

[Ordinance_No._2025-33_Salary_Schedule_Chartered_Positions.docx](#)

ORDINANCE NO. 2025-33

Introduced by Mark Claus

AN ORDINANCE AMENDING SECTION 161.04.1 OF THE ADMINISTRATIVE CODE OF THE CODIFIED ORDINANCES AND DECLARING AN EMERGENCY

WHEREAS, Huron City Council removed the positions of Law Director, Finance Director, Service Director, Fire Chief and Police Chief from the Position and Salary Schedule in Codified Ordinance Section 161.04(a) by the adoption of Ordinance 2014-19 on August 12, 2014; and

WHEREAS, Section 161.04.1 was established by the adoption of Ordinance No. 2024-55 on December 18, 2024; and

WHEREAS, the positions and salaries must be reviewed and reconciled annually or as needed to acknowledge and ensure compliance and compensation authorization;

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

SECTION 1. That Codified Ordinance §161.04.1 **WHICH CURRENTLY READS AS FOLLOWS**, shall be and hereby is amended:

161.04.1 FULL TIME SALARIES OF THE LAW DIRECTOR, FINANCE DIRECTOR, SERVICE DIRECTOR, FIRE CHIEF, AND POLICE CHIEF.

The following positions and commensurate salaries are in effect January 1, 2025:

| <u>Position</u> | <u>Base Salary</u> |
|------------------------|---------------------------|
| Law Director | \$150,000.00 |
| Finance Director | \$121,000.00 |
| Service Director | \$119,000.00 |
| Fire Chief | \$105,000.00 |
| Police Chief | \$105,000.00 |

(Ord. 2024-55. Passed 12-18-24)

SECTION 2. That Codified Ordinance §161.04.1 of the Codified Ordinances of the City of Huron, Ohio is hereby amended, effective January 1, 2026, to read as follows:

| <u>Position</u> | <u>Maximum Base Salary</u> |
|------------------------|---------------------------------------|
| Law Director | \$150,000.00 |
| Finance Director | \$121,000.00 |
| Service Director | \$119,000.00 |
| Fire Chief | \$106,000.00 |
| Police Chief | \$106,000.00 |

(Ord. 2025-33. Passed 12-9-25)

SECTION 3. That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this

Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22

SECTION 4. To implement the established salary to take effect on January 1, 2026, this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare for the effective administration of City affairs; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2025-34 (*submitted by Stuart Hamilton*)
DATE: December 9, 2025

Subject Matter/Background

Council previously approved an Asset Purchase Agreement by and between AMP Transmission, LLC and the City of Huron through Ordinance No. 2020-17 adopted on January 26, 2021 (copy of Ord 2020-17 is attached hereto as Exhibit 1). This Agreement included a right of AMP-T to return the transmission assets to the City and obligated the City to enter into a lease agreement for those assets if AMP-T is unable to recover its costs from the Federal Energy Regulatory Commission (FERC), or if the second delivery point project is not completed by December 31, 2025. The Parties wish to extend that deadline to December 31, 2026. There are no other changes to the agreement other than this deadline extension.

Financial Review

There is no financial impact relating to this legislation.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2025-34 as an emergency measure is in order.

[Exh 1 Ord 2020-17 \(adopted 1-26-21\) AMP Transmission Asset Purchase.pdf](#)

[Ordinance No. 2025-34 AMPT Amendment to Purchase Agreement to Extend Deadline.docx](#)

[Ordinance No. 2025-34 Exh A AMP Amendment to the Asset Purchase Agreement \(1\).docx](#)

ORDINANCE NO. 2020-17

Introduced by: Trey Hardy

AN ORDINANCE AUTHORIZING AND PRESCRIBING THE MANNER OF SALE OF A PORTION OF HURON PUBLIC POWER SUBSTATION TRANSMISSION ASSETS, OWNED BY THE CITY OF HURON, LOCATED ON PPN. 42-00120.00 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF THAT PORTION OF PROPERTY TO AMP TRANSMISSION, LLC.

WHEREAS, the City owns certain property comprising the transmission assets portion of Huron Public Power Substation located on PPN: 42-000120.00, and more particularly described in Exhibit "A" to the Agreement defined herein (the Property); and

WHEREAS, this Council has received a proposal from AMP Transmission, LLC requesting to purchase the Property and has carefully reviewed and considered such proposal; and

WHEREAS, this Council desires to sell the Property,

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

SECTION 1. That, pursuant to the Constitution of the State and the Charter of the City, the manner and procedure for the sale of the Property are prescribed and established by this Ordinance. This Council hereby determines that the Property is not needed for public use. This Council further determines that, following its review and full consideration of the proposal to purchase the Property, it is in the best interest of the City to sell the Property to AMP Transmission, LLC, under the terms generally of the Purchase Agreement, which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the City Manager is authorized and directed to complete negotiations with AMP Transmission, LLC, for the sale of the Property and to enter into and sign the Agreement on behalf of the City in substantially the form of Exhibit "A". The Agreement is approved with changes therein not inconsistent with this Ordinance and not substantially adverse to the City that shall be approved by the City Manager; provided that the approval of those changes by the City Manager, and their character is not being substantially adverse to the City, shall be conclusively evidenced by the signing of the Agreement. The City Manager is further authorized and directed to sign any leases, easements, ground leases, certificates, financing statements, assignments, or other documents and instruments and to take such actions as are, in the opinion of legal counsel to the City, necessary or appropriate to consummate the transactions contemplated by this Ordinance and the Agreement. The City Manager is further authorized to take any actions on behalf of the City that are required or permitted to be taken by the City under or pursuant to this Ordinance, the Agreement or any related deed during the period those documents are in effect.

SECTION 3. That competitive bidding is not required for the City to sell the Property to AMP Transmission, LLC pursuant to ORC 721.15(A); and

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with the law.



Sam Artino, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 26 JAN 2021

ASSET PURCHASE AND SALE AGREEMENT

between

THE CITY OF HURON, OHIO

(Seller)

and

AMP TRANSMISSION, LLC

(Buyer)

Dated January 7, 2021

ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (this "Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between The City of Huron, Ohio, an Ohio municipal corporation ("Seller"), and AMP Transmission, LLC, an Ohio nonprofit limited liability company ("Buyer"). Seller and Buyer are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Seller owns one 69kV facility and associated equipment at its substation, including but not limited to, three 69kV SF6 circuit breakers, six 69kV 1200A disconnect switches, three 48kV MCOV Surge Arrestors, one 69kV dead-end takeoff structure, one 69kV metering structure, three 69kV high bus support structures, six 69kV low bus tap structures, two 69kV switch stands, two 69kV bus support structures, one 50ft shielding/lighting mast structure, one 6x4ft switch ground mats, five 3x4ft switch ground mats, associated structure anchor bolts and templates, 940ft of 2.5" bus pipe, 900ft of 266.8 partridge damper cable, 400ft of 477 ACSR Hawk jumper cable, 50ft of 3/0 ACSR Pigeon jumper cable, 31 station post insulators, 31 bus support fitting 2-1/2" pipe to 5" B.C., 31 2-1/2" pipe 4-hole bolted AL terminals, 39 477 ACSR 4-hole bolted AL terminals, seven 3/0 ACSR 4-hole bolted AL terminals 43 2-1/2" bolted AL tees, six 1-1/2" 4-hole bolted AL stud connectors, six 2-1/2" expansion 4-hole bolted AL expansion terminals, 21 2-1/2" pipe bolted AL couplers, 27 2-1/2" pipe bolted AL 90 degree elbows, 4 2-1/2" pipe bolted AL 45 degree elbows, nine 2-1/2" pipe end caps, three static line dead-end clamps, three static line dead-end shackles, 250ft 3/8 galvanized static wire, ground grid and fencing, and associated hardware ("Equipment").

B. Buyer is an Ohio nonprofit limited liability company, and a subsidiary of American Municipal Power, Inc. ("AMP"), organized to own and operate facilities, or to provide otherwise for the transmission of electric energy, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP's members, including Seller.

C. Buyer is willing to purchase Seller's Equipment to relieve Seller of the transmission owner obligations and responsibilities associated with the ownership and operation of the Equipment.

D. Seller desires to sell, and Buyer desires to purchase, the Equipment and related rights as set forth more fully herein (collectively, the "Transferred Assets") and to provide a lease to Buyer granting access to Buyer to the Transferred Assets, in the form attached as Exhibit B (the "Ground Lease"), on the terms and conditions set forth in this Agreement.

E. The Parties seek to enter into a Short Term Operations and Maintenance Agreement ("O&M Agreement") pursuant to which Seller agrees to maintain certain responsibilities with respect to the operation and maintenance of the Transferred Assets on behalf of Buyer.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings specified:

"Affiliate" of a specified Person means any other Person which, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by contract or otherwise. In no event shall Seller or Buyer be deemed to be **"Affiliates"** of each other for purposes of this Agreement.

"Approvals" means notices to, and approvals, consents, authorizations and waivers from, Persons who are not Governmental Authorities, other than Buyer and Seller.

"Business Day" means any day other than Saturday, Sunday, or any day on which banks located in the State of Ohio are authorized or obligated to close.

"Closing" means the consummation of the Transactions, as measured on the date Buyer transmits the wire for payment of the Estimated Purchase Price made by or on behalf of Buyer to the order of Seller. The Closing shall be deemed to have occurred at 11:59 p.m. on the Closing Date.

"Closing Agreements" means the documents and other agreements as defined in Section 8.2. **"Commercially Reasonable Efforts"** means efforts in accordance with reasonable commercial practice for owners and operators of similar assets and without incurrance of unreasonable expense in light of the objective to be accomplished.

"Contract" means any written agreement, lease, license, option, guaranty, right-of-way, evidence of indebtedness, mortgage, indenture, security agreement, purchase order, promissory note or other contract.

"Dispute" means any dispute, controversy or claim arising out of or relating to this Agreement or the other Transaction Documents, or the Transactions, or the breach, termination or invalidity hereof or thereof.

"Encumbrance" means any lien, deed of trust, easement, right of way, equitable interest, option, right of first refusal, preferential purchase right or similar right, pledge, security interest, mortgage, encumbrance of or exception to title, or other similar lien or encumbrance in or on the Transferred Assets.

“Environmental Law” means all Laws relating to pollution or protection of the environment, natural resources or human health and safety, as the same may be amended or adopted, including Laws relating to Releases or threatened Releases of Hazardous Materials (including Releases to ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport, disposal or handling of Hazardous Materials, including CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 8 2601 through 2629; the Oil Pollution Act, 33 U.S.C. §§ 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; and any similar Laws of the State of Ohio or of any other Governmental Authority having jurisdiction over the Transferred Assets; and regulations implementing the foregoing.

“Governmental Authority” means any (i) federal, state, local, tribal, municipal, foreign or other government, (ii) any governmental, regulatory or administrative agency, board, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, including the North American Electric Reliability Corporation (“NERC”) and the Federal Energy Regulatory Commission (“FERC”), (iii) any court or governmental tribunal, or (iv) any other organization having governmental, regulatory, administrative, taxing or police powers, in each case acting within the scope of its authority or jurisdiction, provided that neither Party shall be deemed to be a “Governmental Authority” for purposes of determining whether its approval of this Agreement is a required governmental consent or License.

“Hazardous Materials” means any chemicals, materials or substances, in whatever form they exist, in each case, which are regulated as pollutants or contaminants, or as toxic or hazardous under Environmental Law, including petroleum products, asbestos, urea formaldehyde foam insulation, and lead-containing paints and coatings.

“Interim Operational Period” means the period from the Effective Date of this Agreement until the earlier of the Closing or termination of this Agreement.

“Laws” means all statutes, rules, regulations, ordinances, orders, decrees, injunctions, judgments and codes, or other authorization, ruling or restriction having the force of law of any applicable Governmental Authority.

“Licenses” means registrations, licenses, permits, authorizations, notices to, authorizations of, waivers from and other consents or approvals of Governmental Authorities.

"Major Maintenance Spare Parts" means those parts and equipment typically installed and repaired in connection with all significant maintenance performed during scheduled outages and forced outages that relate to the Transferred Assets.

"Material Adverse Effect" means any one or more changes, events, circumstances, conditions or effects, whether known or unknown, accrued or unaccrued, actual or contingent, that is, or would be reasonably likely to be, materially adverse to the results of operations or condition (physical or financial) of the Transferred Assets, taken as a whole, or the ability of a Party (to which the applicable representation, warranty, covenant or condition relates) to own or operate the Transferred Assets or to consummate the Transactions.

"Permitted Encumbrances" means (a) any Encumbrance for Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings, including those that are listed on the Schedules as contested proceedings, (b) any Encumbrance arising by operation of Law not due to the willful violation of Law by Seller or its Affiliates, (c) any other imperfection or irregularity of title or other Encumbrance that would not, individually or in the aggregate, materially detract from the value of, or materially interfere with the present use of, the Transferred Assets, (d) zoning, planning, and other similar limitations and restrictions on, including all rights of any Governmental Authority to regulate, a Transferred Real Property Asset, and (e) those Encumbrances listed on Schedule 1.

"Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Authority.

"Site" means the real property underlying the Transferred Assets, as more particularly described on Exhibit C, together with all the rights, easements, and appurtenances pertaining thereto.

"Prudent Operating Practices" means the practices, methods, standards and procedures that are consistent with Law and are generally accepted, engaged in and followed during the relevant time period by reasonably skilled, competent, experienced, and prudent owners and operators of generating and transmission facilities in the United States similar to the Transferred Assets and which, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision is made, would reasonably be expected to accomplish the desired result in a manner consistent with applicable Laws, codes and standards, equipment manufacturer's recommendations, insurance requirements, manuals, environmental protection, good business practices, reliability, safety and expedition and taking into consideration the requirements of all applicable Licenses, Contracts and, from and after the Effective Date, this Agreement.

"Schedule" means a schedule to this Agreement.

"Tax" or "Taxes" means (i) all sales, use or transaction privilege taxes, real or personal property taxes, recordation and transfer taxes, payroll deduction taxes, franchise taxes, taxes on gross or net income or other monetary obligations imposed, assessed or exacted by any Governmental Authority, and (ii) any interest, penalties, adjustments and additions attributable to any of the foregoing, including any liability for any of the foregoing taxes or other items arising as a transferee or successor, by contract or otherwise.

"Tax Return" means any report, return, information return or other information required to be supplied to a taxing authority in connection with Taxes.

"Transaction Documents" means this Agreement and the Closing Agreements and any other agreement, consent, License, Approval or other document or instrument provided in connection with the Transactions.

"Transactions" means the transactions contemplated on the part of each of the Parties, collectively, by this Agreement and the other Transaction Documents.

"Warranty Claims" means any claims of Seller arising under any express or implied warranties by the manufacturers, vendors or lessors of any of the Transferred Assets.

1.2 Certain Interpretive Matters. In this Agreement, unless the context otherwise requires:

- (a) the representations, warranties and covenants in this Agreement shall have independent significance. Accordingly, if a Party has breached any representation, warranty or covenant contained in this Agreement in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact the Party is in breach of the first representation, warranty or covenant.
- (b) if any time period set forth in this Agreement expires on a day that is not a Business Day, then the performance period shall be extended until the next Business Day.

ARTICLE 2 BASIC TRANSACTIONS

2.1 Transferred Assets. On the terms and subject to the conditions contained in this Agreement, at Closing, Buyer shall purchase from Seller, and Seller shall sell, convey, assign, transfer and deliver to Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller's right, title and interest in, to and under the following Transferred Assets:

- (a) The **"Transferred Real Property Assets"** consisting of:
 - (i) Seller's interest in any real property interests included in the Transferred Personal Property Assets.

- (ii) The "Transferred Personal Property Assets" (sometimes referred to as "Transferred Assets") consisting of:
 - (iii) the Equipment;
 - (iv) the Inventory;
 - (v) the Major Maintenance Spare Parts;
 - (vi) the Transferred Licenses;
 - (vii) Seller's interest in any personal property included in the Transferred Real Property Assets; and
 - (viii) Seller's interest in all unexpired and transferrable manufacturers' and other third-party warranties, guarantees and outstanding Warranty Claims relating to the Transferred Assets.

2.2 Assumed Liabilities. From and after Closing, Buyer shall assume and pay, discharge and perform only those obligations and liabilities first arising after the Closing Date that are related to or incurred in connection with the Assigned Contracts or Transferred Licenses and other matters noted on Schedule 2, if any (collectively, the "Assumed Liabilities"). Notwithstanding anything in this Agreement or any other Transaction Document to the contrary, Buyer is not assuming any other liability, responsibility or obligation hereunder. By way of clarification, if a liability arose on or prior to Closing, the liability shall remain the responsibility of Seller, and if a liability arises after Closing, it shall remain the liability of Buyer.

2.3 Purchase Price. The purchase price for the Transferred Assets shall be Two Million, One Hundred Thirteen Thousand Three Hundred Forty-Two Dollars (\$2,113,342.00) (the "Purchase Price")

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, except as qualified by or disclosed in the Schedules, as follows (for purposes of this Agreement and the Schedules, a matter disclosed in one section of the Schedules shall be deemed disclosed with respect to other representations and warranties of Seller in this Agreement if it is reasonably apparent on the face of the disclosure of the matter):

3.1 Formation and Power. Seller is a municipal corporation duly formed and existing under the laws of the State of Ohio, and has full right, power and authority to own the Transferred Assets, and to enter into this Agreement and perform all of its obligations with respect to the Transactions, except where the failure to have such right, power and authority would not have a material effect adverse to Seller's right to consummate the Transactions.

3.2 Binding Obligations of Seller.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements by Seller and the consummation of the Transactions by Seller have been duly and effectively authorized by all necessary actions of Seller. This Agreement has been, and upon their execution, each Closing Agreement will have been, duly executed and delivered by Seller.
- (b) This Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable against Seller, and the Closing Agreements will, upon delivery at Closing, constitute the legal, valid and binding obligations of Seller and will be enforceable against Seller, in each case in accordance with the respective terms contained therein.

3.3 No Breach or Conflict. The execution, delivery and performance by Seller of this Agreement and by Seller of the Closing Agreements to which it is or will be a party, and the consummation of the Transactions by Seller do not conflict with or result in a breach of any provision of the organizational documents of Seller.

3.4 Approvals.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements to which Seller is or will be a party and the consummation of the Transactions by Seller do not require any Approvals to be obtained by Seller that have not been obtained.
- (b) The execution, delivery and performance of this Agreement and the Closing Agreements to which Seller is or will be a party and the consummation of the Transactions by Seller do not require any License or any filing with any Governmental Authority to be obtained or made by Seller.

3.5 Licenses. All Licenses that are held by Seller as a named permittee in connection with the ownership and operation of the Transferred Assets in the manner in which they are currently owned and operated are in full force and effect. Seller has delivered to Buyer a true and correct copy of each of the Licenses. Seller has not previously transferred or assigned any right, title or interest under any of the Licenses. To the knowledge of Seller, there are no proceedings pending or threatened to revoke or modify any License in any material respect.

3.6 Compliance with Law. To the best of Seller's knowledge, the Transferred Assets have been and are currently operated in compliance with all Licenses and all applicable Laws. To the best of Seller's knowledge, Seller is not, and has not been, in violation of or in default under any Law applicable to it or the Transferred Assets, and Seller has filed or caused to be filed timely all material forms, reports, statements, and other documents required to be filed by it with all Governmental Authorities with respect to the Transferred Assets, and those filings were prepared in compliance with applicable Law.

3.7 Environmental Matters.

- (a) To the best of Seller's knowledge, Seller has not conducted or permitted the conduct of operations or activities at the real property underlying the Transferred Real Property Assets (the "Subject Property") in violation of any Environmental Law. Seller has not received any written notice by a Governmental Authority to Seller or its Affiliates of a material violation of any Environmental Law by Seller or relating to the Subject Property. There are no environmental reports, studies, analyses, tests or monitoring results possessed by Seller or of which Seller is aware pertaining to Hazardous Materials in any regulated amount at, in, on, under or over the Subject Property or the Transferred Assets that would disclose any violation of any Environmental Law.
- (b) With respect to the Transferred Assets, and to the best of Seller's knowledge, Seller has not handled or disposed of any material amount of Hazardous Materials at the Subject Property or otherwise involving any of the Transferred Assets in violation of Environmental Law, or arranged for the disposal of any regulated amount of Hazardous Materials at or from the Subject Property or related to the Transferred Assets in violation of Environmental Law.
- (c) No written notice or written claim has been filed or threatened against Seller with respect to the Transferred Assets alleging any failure to comply with, or any violation of or liability under, any Environmental Law.

3.8 Transferred Assets.

- (a) Lease Exhibit A contains the separate legal description of the Subject Property. Except in conjunction with the Transactions, none of Seller or any of its Affiliates has entered into any material leases, subleases, licenses, concessions or other agreements granting to any party or parties the right to use or occupy all or any portion of the Subject Property, other than access easements for third party maintenance or service personnel in the ordinary course of business; the Subject Property is not subject to any commitment, right of first offer, or other arrangement for the sale, transfer or lease thereof to any third party (other than pursuant to this Agreement).
- (b) Exhibit A contains a complete listing of the Transferred Personal Property Assets.
- (c) Seller holds good and marketable title to, and is the record owner of fee simple title to, the Subject Property, the Transferred Assets, and related rights, free and clear of all Encumbrances, other than Permitted Encumbrances.

3.9 Litigation and Condemnation Proceedings. To the best of Seller's knowledge, there are no material proceedings pending or, to Seller's knowledge, threatened at law or in equity against or relating to any or all of the Transferred Assets or Seller's ownership or operation thereof. There is no condemnation proceeding pending or, to Seller's knowledge, threatened against any part of the Transferred Assets. There are no proceedings at law or in equity pending or, to Seller's knowledge, threatened against Seller or its Affiliates with respect to the Transactions or the Transferred Assets,

(i) relating to the execution or delivery of this Agreement, or (ii) which could materially delay, prevent, result in rescission or material modification of or otherwise unwind the Transactions or any material portion thereof.

3.10 Condition of the Transferred Assets. Seller is selling the Transferred Assets in their "AS IS, WHERE IS, WITH ALL FAULTS" condition, and Buyer has had ample opportunity to inspect and satisfy itself as to the condition of the Transferred Assets. As a gratuitous accommodation and not as a representation, warranty, nor guarantee, Seller will furnish Buyer with copies of all maintenance, operating, performance, financial, warranty and other reports in its possession related to the Transferred Assets as Buyer reasonably requests. To the best of Seller's knowledge, Seller does not have knowledge of any material defect in any of the Transferred Assets.

3.11 Inspection and Acceptance. Buyer may, but is not required, to visit Seller's facilities to inspect the Transferred Assets not later than ten (10) business days prior to closing. Buyer may reject any Transferred Assets that contain defective materials or workmanship or do not conform to Buyer's specifications prior to closing.

3.12 Tax Matters. Excluding any Taxes on gross or net income or gain, Seller has filed or caused to be filed all Tax Returns required to have been filed by or for it (other than those for which extensions were requested and obtained in a timely manner) with respect to any Tax relating to the Transferred Assets (collectively, "Seller's Tax Returns"), and Seller has paid all Taxes that have become due as indicated thereon and that were required to be paid by or for Seller. To the best of Seller's knowledge, all of Seller's Tax Returns relating to the Transferred Assets are true, correct and complete in all material respects. No written notice of deficiency or assessment has been received by Seller from any taxing authority with respect to liabilities for Taxes of Seller in respect of the Transferred Assets, which have not been fully paid or finally settled, or if not fully paid or finally settled, any deficiency and assessment is being contested in good faith through appropriate proceedings. There are no outstanding agreements or waivers extending the applicable statutory periods of limitation for Taxes of Seller associated with the Transferred Assets. All Taxes required to be withheld, collected or deposited by Seller have been timely withheld, collected or deposited and, to the extent required, have been paid to the relevant Tax authority.

3.13 Brokers. No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the Transactions based upon any agreements or arrangements or commitments, written or oral, made by or on behalf of Seller or any Affiliate of Seller by which the Transferred Assets or Buyer could be bound, before, from or after Closing.

3.14 Insurance. The Transferred Assets are insured through a policy issued to Seller by Public Entities Pool of Ohio.

3.15 Absence of Certain Changes. To Seller's knowledge, no condition or effect exists that, individually or in the aggregate with any other conditions or effects, is or would

reasonably be expected to be materially adverse to the ownership or operation of the Transferred Assets.

3.16 Undisclosed Liabilities. Seller has no liability or obligation with respect to the Transferred Assets (whether accrued or unaccrued, known or unknown, absolute or contingent), except for (i) Permitted Encumbrances, (ii) matters that have been recorded on Seller's financial statements, and those obligations that have arisen thereafter in the ordinary course of business, and (iii) those obligations which individually or in the aggregate do not impair, impede or prevent Seller's ownership or operation of the Transferred Assets.

3.17 No Other Representations or Warranties. Seller makes no other representations or warranties except for those expressly made in this Agreement and Seller expressly disclaims all other warranties of any kind, express or implied.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article 4, except as qualified by or disclosed in the Schedules as follows (for purposes of this Agreement and the Schedules, a matter disclosed in one section of the Schedules shall be deemed disclosed with respect to other representations and warranties of Buyer in this Agreement if it is reasonably apparent on the face of the disclosure of the matter):

4.1 Organization and Power. Buyer is a non-profit limited liability company organized and existing under the laws of the State of Ohio and has full right, power and authority to enter into this Agreement, to own its assets and to perform all of its obligations with respect to the Transactions.

4.2 No Breach or Conflict. The execution, delivery and performance by Buyer of this Agreement and of the Closing Agreements to which it is or will be a party, and the consummation of the Transactions by Buyer do not conflict with or result in a breach of any provision of the organizational documents of Buyer.

4.3 Approvals and Buyer's Required Regulatory Approvals.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements by Buyer and the consummation of the Transactions by Buyer have been duly and effectively authorized by all necessary internal actions of Buyer.
- (b) This Agreement has been, and upon its execution of each Closing Agreement to which Buyer is a party, each Closing Agreement will have been, duly executed and delivered by Buyer.
- (c) This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable against Buyer, and the Closing Agreements will, upon delivery at Closing, constitute the legal, valid and binding obligations of Buyer and will be

enforceable against Buyer, in each case in accordance with the respective terms contained therein.

- (d) The execution, delivery and performance of this Agreement and the Closing Agreements and the consummation of the Transactions by Buyer do not require any material License or any material filing with any Governmental Authority to be obtained or made by Buyer.

4.4 Litigation. There are no proceedings pending or, to Buyer's knowledge, threatened against Buyer or its Affiliates with respect to the Transactions at law or in equity, (i) relating to the execution or delivery of this Agreement, or (ii) which would reasonably be expected to delay, prevent, result in rescission or modification of or otherwise unwind the Transactions or any portion thereof.

4.5 No Other Representations or Warranties. Buyer makes, no other representations or warranties except for those expressly made in this Agreement and Buyer expressly disclaims all other warranties of any kind, express or implied.

ARTICLE 5 COVENANTS OF SELLER AND BUYER

5.1 Commercially Reasonable Efforts to Close. Subject to the terms and conditions provided herein, each of the Parties agrees to use its Commercially Reasonable Efforts to close, consummate and make effective the Transactions, and for the satisfaction of all other conditions to Closing set forth herein that it is required to satisfy (or to cause to be satisfied) to proceed with Closing.

5.2 Expenses. Whether or not the Transactions are consummated, except as otherwise provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by the Party incurring those expenses, and Buyer shall pay the filing fees and expenses in connection with any filing it makes with Federal Regulatory Energy Commission ("FERC") in connection with the Transactions. Notwithstanding the foregoing, documentary transfer fees, if any, and recording costs and charges respecting real property shall be paid by the Buyer unless otherwise provided herein.

5.3 Tax Matters.

- (a) Subject to Section 5.2, all transfer, documentary, sales, use, stamp, registration, value added and other Taxes and fees accruing prior to Closing relating to the transfer of the Transferred Asset and Ground Lease to Seller (including any penalties and interest) incurred in connection with this Agreement, the Ground Lease, and other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne by Seller. Seller shall, at its own expense, timely file any Tax Return or other document with respect to the above-referenced Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

- (b) Each Party shall use Commercially Reasonable Efforts to cooperate fully with the other Party, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns pursuant to this Agreement and any Proceeding with respect to Taxes associated with the Transactions. Consistent with their respective document retention policies, each Party agrees to retain all of its books and records with respect to Tax matters pertinent to the Transferred Assets relating to any taxable period beginning before the Closing Date until the expiration of the applicable statute of limitations and to abide by all record retention agreements entered into with any taxing authority.

(c)

5.4 Post-Closing Delivery and Retention of Records. Within ten (10) days following Closing, Seller shall deliver to Buyer all non-privileged books, records and data pertaining exclusively to the Transferred Assets (other than those relating to the financial performance of Seller and other than those protected by attorney-client privilege) in Seller's possession or control or reasonably available to Seller, in each case other than Excluded Assets; provided, that, any electronic correspondence and files stored on equipment and media that are not material need not be delivered, but shall be provided as reasonably requested by Buyer. Seller shall be entitled to make at its own expense and retain copies of the records pertaining to the Transferred Assets as needed in connection with Tax Returns or other filings with or notices to Governmental Authorities. Each Party shall (a) hold all records pertaining to the Transferred Assets and not destroy or dispose of any records for a period of seven (7) years following the Closing Date, or if any records pertain to any Proceeding pending at the conclusion of the seven-year period, until the Proceeding is finally resolved and the time for all appeals has been exhausted, and (b) for seven (7) years following Closing, allow the other Party and its accountants and counsel upon reasonable request, during normal business hours, reasonable access to the records pertaining to the Transferred Assets which it holds (other than those constituting Excluded Assets) at no cost, other than costs of copying and other reasonable out-of-pocket expenses; provided, however, that these obligations will not apply to any records subject to any attorney-client privilege.

5.5 Post-Closing Cooperation. After Closing, upon prior reasonable written request, each Party shall use Commercially Reasonable Efforts to cooperate with the other Party in further evidencing and consummating the Transactions.

5.6 Confidentiality.

- (a) Unless and until the Closing occurs, Seller shall keep confidential, except as may be approved in writing by Buyer, or as may be required under applicable Law, (1) any and all information received, created, or maintained by Seller related to any Seller owned or operated utility the release of which would more likely than not provide or create a competitive disadvantage to any of Seller's owned or operated utilities or be of economic value to a competitor or a person other than Seller, including information related to Seller's assets, operations or prospects, which is either non-public, confidential or proprietary, or (2) any and all analyses,

compilations, data, studies or other documents prepared by or for Buyer relating to the Transferred Assets that contains information described in clause (1) above (the "Buyer Confidential Information"). Buyer shall keep confidential, except as may be approved in writing by Seller, or as may be required under applicable Law, (1) any and all information received by or in the possession of Buyer relating to Seller's business, assets, operations or prospects and/or relating to the Transferred Assets which is either non-public, confidential or proprietary, or (2) any and all analyses, compilations, data, studies or other documents prepared by or for Buyer or Seller relating to the Transferred Assets or Seller and its Affiliates (collectively, the "Seller Confidential Information," and together with the Buyer Confidential Information, the "Confidential Information").

- (b) Notwithstanding anything in this Agreement to the contrary, each party hereto agrees that each Party (and any person or entity to which Confidential Information is disclosed by the Party as permitted hereby) may disclose Confidential Information to the extent reasonably necessary to: (i) its regulators; (ii) its auditors; (iii) persons who need to know the tax treatment and tax structure of the transactions contemplated by this Agreement; and (iv) the extent otherwise requested by any governmental agency, regulatory authority (including any self-regulatory organization claiming to have jurisdiction) or any bank examiner.
- (c) Nothing in this Agreement shall bar the right of either Party to seek and obtain from any court injunctive relief against conduct or threatened conduct which violates this Section 5.6.
- (d) Neither Party shall issue any external press releases, communications or disclosures concerning the Confidential Information or the Closing, without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, except those releases, communications or disclosures which are otherwise required by Law.

5.7 Risk of Loss/Casualty/Takings. DURING THE INTERIM OPERATIONAL PERIOD, ALL RISK OF LOSS OR DAMAGE TO THE TRANSFERRED ASSETS SHALL, AS BETWEEN SELLER AND BUYER, BE BORNE BY SELLER.

ARTICLE 6 ADDITIONAL COVENANTS OF SELLER AND BUYER

Seller and Buyer, as applicable, hereby additionally covenant, promise and agree as follows:

6.1 Access and Information. Throughout the Interim Operational Period, Seller shall, upon reasonable notice from Buyer: (1) provide Buyer and its Representatives reasonable access to the books and records and other documents and data related to the Transferred Assets and Assumed Liabilities; (2) furnish Buyer and its Representatives with financial, operating and other data and information related to the Transferred Assets as Buyer or any of its Representatives may reasonably request; (3) reasonably cooperate

with Buyer in its investigation of the Transferred Assets; (4) provide Buyer with copies of any proposed amendment to any Assigned Contract and any proposed new Contract relating to the Transferred Assets of which Seller is aware; (5) provide Buyer with copies of any correspondence or notice asserting or threatening the assertion of a default under or termination of any Assigned Contract relating to the Transferred Assets; and (6) save and excepting damage or loss occasioned by force majeure event and for matters beyond the reasonable control of Seller, to the extent practicable under the circumstances, notify Buyer in advance of the commencement of any maintenance or capital project on the Transferred Assets that is expected to involve the expenditure of at least \$25,000. No investigation by Buyer or information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement.

6.2 Operations During Interim Operational Period. Except as authorized by Buyer in writing, from the Effective Date until Closing or termination of this Agreement, Seller shall maintain, or cause to be maintained, the Transferred Assets in the ordinary course of business consistent with past practices, and Seller shall use its best efforts to operate the Transferred Assets in accordance with Prudent Operating Practices and in compliance with applicable Law; provided, that, this obligation shall not be deemed to require Seller to make any capital or maintenance expenditures other than those that would be part of the normal course of business.

6.3 Notice of Certain Events. Buyer's receipt of information pursuant to this Section shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement and shall not be deemed to amend or supplement any schedule to this Agreement, except as otherwise provided in this Agreement.

6.5 Right of First Offer. Except as provided below, if Buyer hereafter seeks to sell or dispose of all or substantially all of the Transferred Assets or any entity in which those assets comprise all or substantially all of its assets, whether by way of a sale of securities, merger, consolidation or similar proceeding, to any unaffiliated third party (a "Triggering Event"), Buyer hereby grants to Seller a right of first offer to acquire those assets. If Buyer seeks to enter into a Triggering Event, it shall provide written notice of the proposed Triggering Event prior to the date Buyer seeks to enter into the Triggering Event, or to commence offering that opportunity to another Person. Seller shall have sixty (60) days after the date of Buyer's notice to notify Buyer in writing of its intent to acquire the assets or equity subject to that transaction. If Seller submits an offer for any of the assets or equity, it must submit an offer to acquire all of those assets or equity and the related liabilities, unless the Parties otherwise agree. The Parties shall have sixty (60) days after Seller notifies Buyer in writing of its intent to acquire such assets or equity to negotiate the principal business terms of that transaction which shall consist of the net book value of the assets at the time of closing, as well the remaining useful life, which determination shall be consistent with the valuation methodology used to determine the purchase price set forth herein. If they agree on those terms, then they shall continue to prepare definitive documents to effect that transfer on mutually acceptable terms during the next seventy-five (75) days, unless extended by a mutually agreed upon amount of time in writing by

both parties. If at the end of that time, the parties are unable to consummate that transaction, then Buyer shall be free to sell those assets or equities to any other potential purchaser for a price not materially less than the net book value, provided that the revenue from any sale to any unaffiliated third party in excess of the net book value shall be divided evenly between Buyer and Seller.

This right of first offer shall not apply to: (a) ordinary course retirements, replacements or additions to the Transferred Assets, (b) any transaction not involving all or substantially all of the Transferred Assets or their replacements, or (c) any sale, merger or reorganization of Buyer or involving all or substantially all of its assets or securities.

6.5 Right to Lease-Back. If Buyer is not permitted to recover all or substantially all of its costs, plus a FERC-approved margin through its FERC-approved tariff, or in the event that Buyer's survey or title search identify any issues that would materially and negatively impact Buyer's ownership or operation of the Transferred Assets, then Buyer shall provide notice in writing to Seller. Upon such notice, Seller shall enter into an operating lease to cover Buyer's costs (i.e., Buyer's cost of interest carrying costs, depreciation, and any FERC-required interest) for a term that extends until the assets become networked, but in no event shall such term extend beyond December 31, 2025 unless agreed by both Parties. This right shall not extend beyond the final adjudication of Buyer's request for such cost recovery before the FERC.

6.6 Right of Return. If the second delivery point project is not completed by December 31, 2025, or such later date agreed upon by both Parties, Seller shall have the right to reacquire the assets at the net book value of the assets at the time of closing, as well the remaining useful life, which determination shall be consistent with the valuation methodology used to determine the purchase price set forth herein.

6.7 Conduct Pending Closing. Prior to Closing or termination of this Agreement, unless Seller shall otherwise consent in writing, Buyer shall not take any action which would cause any of Buyer's representations and warranties set forth in Article 4 to be materially inaccurate as of Closing.

6.8 Notice Certain Events. During the Interim Operational Period, after obtaining knowledge of any event below, Buyer shall promptly notify Seller in writing of (but only to the extent affecting the Transferred Assets, Assumed Liabilities or ability of the Parties to consummate the Transactions):

- (a) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer's ability to consummate the Transactions, without regard to the giving of notice or any opportunity to cure, (B) has resulted in any representation or warranty made by Buyer in Article 4 not being true and correct or (C) has resulted in the failure of any of the conditions set forth in Section 8.2 to be satisfied;

- (b) any material written notice or other written material communication from any Person received by it alleging that the consent of the Person is or may be required in connection with the transactions contemplated by this Agreement; and
- (c) any material written notice or other material written communication from any Governmental Authority received by it in connection with the Transactions, the Transferred Assets or the Assumed Liabilities.

For purposes of determining the accuracy of the representations and warranties of Seller contained in this Agreement and for purposes of determining satisfaction of the conditions set forth in Section 8.2, any subsequent updates shall not cure any breach of that representation or warranty unless Buyer expressly waives that breach. If any occurrence, event or change individually or in the aggregate, materially and adversely affects the Transferred Assets which cannot be cured by Closing, Buyer shall have the right to terminate this Agreement. In addition, Buyer may consummate the Transactions and preserve its rights with respect to that breach of representation or warranty thereafter, unless Buyer expressly states to the contrary in a written instrument.

ARTICLE 7 CONDITIONS TO CLOSING

The obligations of Buyer and Seller to consummate the Transactions at Closing shall be subject to fulfillment at or prior to Closing of the following conditions, unless Buyer or Seller, as applicable, waives the condition in writing:

7.1 Termination of Agreement. This Agreement shall not have been duly terminated.

7.2 Representations and Warranties. As a condition to a Party's obligation to consummate the Transactions, the representations and warranties of the other Party set forth in this Agreement shall be true and correct to the best of each parties' knowledge as of the Closing Date as though made on the Closing Date.

7.3 Performance by Buyer and Seller. Buyer and Seller shall have each performed and complied in all material respects with all of its respective agreements, obligations and covenants (including but not limited to those set forth in Articles 5, 6 and 7) hereunder during the Interim Operational Period.

7.4 Transfer of Licenses. All Transferred Licenses that lawfully may be transferred on or prior to Closing shall have been transferred to Buyer at Closing.

7.5 No Restraint. There shall be no:

- (a) Injunction, restraining order or order of any nature issued by any court of competent jurisdiction or Governmental Authority of competent jurisdiction which directs that the Transactions shall not be consummated as herein provided and no Proceeding has been commenced by a Governmental Authority seeking to do any of the foregoing; or

- (b) Law enacted which would render the consummation of the Transactions illegal or Law enacted that would prohibit or materially increase the cost of the owning or operating the Transferred Assets.

7.6 Closing Agreements. Buyer and Seller and any of their respective Affiliates which are parties to any Closing Agreements shall have executed and delivered the respective Closing Agreements to be executed by that Party or others, as appropriate.

7.7 Material Adverse Effect. No change, event, circumstance, condition, or effect shall have occurred from and after the Effective Date and is continuing that, individually or in the aggregate with any other changes, events, circumstances, conditions or effects, is or would reasonably be expected to be adversely material on the ability of the Buyer to own or operate the Transferred Assets.

7.8 Ongoing Repairs, Maintenance and Improvements. Seller shall have completed all repairs, maintenance and improvements for the Transferred Assets scheduled to have been completed through the Closing Date, based on the Seller's 2018 operating plan.

7.9 FERC Approvals. The Parties shall have received FERC acceptance of all agreements related to the Transferred Assets that are required to be filed with FERC and FERC acceptance of all agreements related to the assignment and amendment of the Interconnection and Operating Agreement that are required to be filed with FERC.

ARTICLE 8 CLOSING

8.1 Closing. The Closing provided for in this Agreement will take place on the Closing Date as Buyer and Seller may mutually agree in writing. At Closing, subject to the terms and conditions hereof, Buyer and Seller shall deliver or cause to be delivered to each other all the documents, instruments and other agreements required pursuant to Articles 8 and 9 to be executed and delivered for Closing, in each case duly executed by an authorized signatory of Buyer and Seller or other applicable Person and, if applicable, acknowledged and in due form for recording (collectively the "Closing Agreements").

8.2 Closing Agreements. Subject to the terms and conditions hereof, at the Closing, Buyer and Seller, as applicable, shall deliver, or cause to be delivered, the following to the other Party (and third parties, as applicable), in mutually acceptable form, that approval not to be unreasonably withheld:

- (a) An amount in immediately available funds, by way of wire transfer from Buyer to an account or accounts designated at the order of Seller, equal to the Purchase Price;
- (b) a Bill of Sale and Assignment executed by Seller transferring all of the Transferred Personal Property;
- (c) an Assignment and Assumption of Rights Agreement executed by Buyer;

- (d) the Ground Lease Agreement;
- (e) intentionally omitted;
- (f) Certified copies of the resolutions of the Party's governing board or bodies, as needed, authorizing the execution, delivery and performance of this Agreement and the Transactions;
- (g) A certificate of the Secretary or Associate Secretary of the Party identifying the name and title and bearing the signatures of the officers of that Party, authorized to execute and deliver this Agreement, each Closing Agreement to which it is a party and the other agreements contemplated hereby;
- (h) Evidence, in form and substance reasonably satisfactory to Seller, of the receipt by Buyer of its Required Regulatory Approvals;
- (i) To the extent available, originals of all of the Assigned Contracts constituting Transferred Assets, and, if the originals are not available, true and correct copies thereof, and required assignments to transfer the Assigned Contracts, duly executed by Seller and the counterparty (subject to Section 5.9);
- (j) Documents, if any, necessary to transfer any of the Transferred Assets not covered by the foregoing or as reasonably requested by Buyer;
- (k) Certificates of non-foreign status in the form required by Section 1445 of the Code duly executed by Seller; and
- (l) All the other agreements, documents, instruments and writings required to be delivered by the other Party at or prior to the Closing Date pursuant to this Agreement or reasonably requested by the other Party in connection with the Transactions.

ARTICLE 9 TERMINATION

9.1 Termination. This Agreement may be terminated prior to Closing only:

- (a) At any time, by mutual written consent of Seller and Buyer;
- (b) By either Party upon written notice to the other Party if any Governmental Authority having competent jurisdiction has issued a final, non-appealable order, decree, ruling or injunction (other than a temporary restraining order) or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transactions;
- (c) By Buyer or Seller, as applicable, pursuant to other provisions of this Agreement.
- (d) By a Party if there has been a misrepresentation with respect to the other Party's representations and warranties in this Agreement, or a default or breach by that

other Party with respect to its covenants or agreements contained in this Agreement, any of which individually or in the aggregate would result in the material failure to satisfy one or more of the conditions to the Closing set forth in Section 8.1 or Section 8.2, as applicable, but not including any of those covenants that are not fulfilled due to the actions or inactions of the Party seeking termination, and the misrepresentation, default or breach is not cured within sixty (60) days (a "Cure Period");

- (e) By either Party upon written notice to the other, if all conditions set forth in Article 8, other than those that are within the control of the other Party, have been satisfied (other than conditions which by their nature are to be satisfied at the Closing) and a party provides a writing that it refuses to close the transaction within thirty (30) days of written notice from the other Party indicating the non-terminating party is ready, willing and able to close and that the conditions noted in this subsection have been satisfied.

9.2 Effect of Termination. If this Agreement is validly terminated pursuant to Section 9.1, the Parties shall have no further obligations or liabilities hereunder, except as expressly provided in this Agreement, including Section 5.7; provided that nothing in this Section 9.2 shall relieve any Party from liability for any fraudulent, reckless or willful breach of this Agreement by the Party prior to termination of this Agreement.

ARTICLE 10 INDEMNIFICATION

10.1 Indemnity by Buyer. To the fullest extent permitted by law, Buyer shall indemnify, defend, and hold harmless Seller and its trustees, members, officers, employees, agents, and their subsidiaries and affiliates (collectively "Seller Indemnified Parties") from and against all claims, demands, damages, losses, fees, fines, penalties, judgments, suits and expenses, arising out of or in connection with the Transaction, relating to or resulting from:

- (a) The material breach of any representation or the breach of any warranty made by Buyer in this Agreement or any other Closing Agreement or Buyer's Closing Certificate;
- (b) the material breach of any covenant or agreement made or undertaken by Buyer in this Agreement or any other Closing Agreement;
- (c) the acts or omissions of Buyer;
- (d) breach of this Agreement;
- (e) breach of the Ground Lease;
- (f) Damage or loss to Seller's existing electric distribution system as a result of the acts or omissions of Buyer and/or Buyer's agents, employees or authorized Representatives; and

(g) the Excluded Assets or the Excluded Liabilities.

Buyer's indemnification obligation exists regardless of whether or not the actions, causes of action, claims, demands, damages, loss, fee, fine, penalty, suit, judgment or expense is caused in part by one or more of the Seller Indemnified Parties. But this section does not obligate Buyer to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

In claims against one or more of the Seller Indemnified Parties by any direct or indirect employee of Seller, a subcontractor, or a person or entity for whom Seller or a subcontractor may be liable, the indemnification obligation will not be limited by a limitation on the amount or type of damages or penalties. Buyer's indemnification obligation will survive termination of this Agreement.

The indemnification obligations contained herein shall survive Closing and consummation of the transactions contemplated by this Agreement.

10.2 Purchase Price Adjustment. Solely for Tax account and reporting purposes, the Parties agree to treat all payments made pursuant to this Article 10 as adjustments to the Purchase Price unless otherwise required by applicable Law or taxing authority interpretations thereof.

ARTICLE 11 GENERAL PROVISIONS

11.1 Notices. All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by overnight air courier or by mail, and shall be deemed to have been duly given and to have become effective (a) upon receipt, if delivered in person, (b) one (1) Business Day after having been delivered to a courier for overnight delivery, (c) upon transmission by e-mail or facsimile if sent before 5:00 p.m. local time of the recipient on a Business Day, or on the next Business Day if sent thereafter, or (d) five (5) Business Days after having been deposited in the U.S. mail as certified or registered mail, return receipt requested, all fees prepaid, directed to the Parties or their permitted assignees at the following addresses (or at another address as shall be given in writing by a Party):

If to Seller, addressed to:

City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: City Manager
Phone: (419) 433-5000
Fax: (419) 433-5120
E-Mail: matt.lasko@huronohio.us

with a copy to:

City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: Law Director
Phone: (216) 619-7850
Fax: (216) 916-2430
tschrader@sseg-law.com

If to Buyer, addressed to:

AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Pamela M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

with a copy to:

AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Lisa McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcaster@amppartners.org

11.2 Successors and Assigns. Notwithstanding any contrary provision of this Agreement, the rights of the Parties under this Agreement shall not be assigned or transferred nor shall the duties of either Party be delegated without the prior written consent of the other Party in its sole discretion. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the Parties hereto and their respective successors and permitted assignees. Nothing contained in this Agreement, express or implied, is intended to confer upon any Person (other than the Parties hereto and their permitted assignees) any benefits, rights or remedies under or by reason of this Agreement.

11.3 Counterparts. This Agreement may be executed in two or more original counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Counterparts may be delivered by facsimile or other electronic methods and shall be effective upon that delivery as if a signed original had been delivered at that time to the other party.

11.4 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

11.5 Entirety of Agreement; Amendments. This Agreement (including the Schedules, Appendices and Exhibits hereto) and the Closing Agreements contain the entire understanding between the Parties concerning the Transactions and, except as expressly provided for herein, supersede all prior understandings and agreements,

whether oral or written, between them with respect to the subject matter hereof and thereof. There are no representations, warranties, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement and the Closing Agreements which are not fully expressed herein or therein. This Agreement may be amended or modified only by an agreement in writing signed by each of the Parties. All Appendices, Exhibits and Schedules attached to or delivered in connection with this Agreement are integral parts of this Agreement as if fully set forth herein.

11.6 Waiver. The failure of a Party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of that term, covenant or condition, but the obligations of the Parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a Party shall be valid unless in writing signed by the Party. A waiver by one Party of the performance of any covenant, condition, representation or warranty of the other Party shall not invalidate this Agreement, nor shall any waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

11.7 Waiver of Jury Trial. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS WHICH IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT BY OR AGAINST IT OR ANY OF ITS AFFILIATES RELATING TO THIS AGREEMENT OR THE TRANSACTIONS.

11.8 Governing Law/Dispute Resolution.

- (a) This Agreement shall be governed in all respects, including validity, interpretation and effect, by the internal Laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Ohio, except to the extent that portions hereof regulated by Federal law shall be governed by that Law.
- (b) Subject to the provisions of subsection (c), each Party hereby unconditionally and irrevocably, to the fullest extent permitted by law, (i) consents to jurisdiction in any Proceeding arising out of or relating to this Agreement, or any of the Closing Agreements or the Transactions contemplated hereby, and agrees that any Proceeding arising out of this Agreement or any Closing Agreement shall be brought and prosecuted exclusively in a state court of competent jurisdiction located in the state or federal courts located in Franklin County or Erie County, Ohio, and any judgment obtained as a result thereof may be filed in any court of competent jurisdiction, (ii) submits to the *in personam* jurisdiction of those courts and waives and agrees not to assert in any Proceeding before any of those courts, by way of motion, as a defense or otherwise, any claim that it is not subject to the

in personam jurisdiction of any of those courts, and (iii) waives any objection that it may now or hereafter have to the laying of venue in any Proceeding arising out of or relating to this Agreement, any Closing Agreement or the Transactions contemplated hereby brought in any of those courts and any claim that any Proceeding brought in any of those courts has been brought in an inconvenient forum.

11.9 No Partnership; Relationship between Buyer and Seller. Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship between Buyer and Seller; and in no event shall either Party take a position in any regulatory filing or Tax Return or other writing of any kind that a partnership, joint venture or other similar relationship exists. The Parties do not intend to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar relationship, to share profits or losses, or to share any joint control over financial decisions or discretionary actions. Notwithstanding anything herein to the contrary, neither Seller nor Buyer shall be prevented from exercising their respective rights or pursuing their remedies as owners of the Transferred Assets, as applicable.

11.10 Severability. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be valid, binding and enforceable under applicable Law, but if any provision of this Agreement is held to be unenforceable under applicable Law, the provision shall be unenforceable only to the extent expressly so held, without affecting the remainder of the provision or the remaining provisions of this Agreement. The Parties shall negotiate in good faith to agree upon legal, valid and enforceable substitute provisions to carry out the purposes and intent of any unenforceable provision.

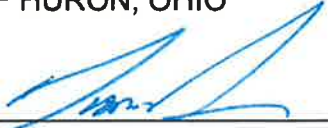
11.11 Time of the Essence. Time is hereby expressly made of the essence with respect to each and every term and provision of this Agreement. The Parties acknowledge that each will be relying upon the timely performance by the other of its obligations hereunder as a material inducement to each Party's execution of this Agreement.

11.12 Limitations on Damages. EXCEPT IN THE CASE OF FRAUD, RECKLESSNESS OR WILLFUL MISCONDUCT, NO PARTY OR ANY OF ITS RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES OR AFFILIATES, SHALL BE LIABLE FOR ANY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING FROM THIS AGREEMENT OR ANY OF THE ACTIONS OR TRANSACTIONS PROVIDED FOR HEREIN, OTHER THAN FOR ACTUAL DAMAGES. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR IN ANY CLOSING AGREEMENT, IN NO EVENT SHALL ANY PARTY OR ANY OF ITS AND ITS RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES OR AFFILIATES BE LIABLE UNDER THIS AGREEMENT OR, OR OTHERWISE AT LAW OR IN EQUITY, FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, LOST PROFITS, OR DAMAGES THAT ARE REMOTE, SPECULATIVE, INDIRECT, UNFORESEEN OR IMPROBABLE.

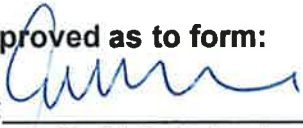
IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first above written.

SELLER:

THE CITY OF HURON, OHIO

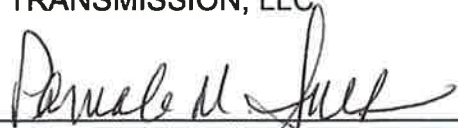
By: 
Name: Matt Lasko
Title: City Manager

Approved as to form:


By: 
Name: Todd A. Schrader
Title: Law Director

BUYER:

AMP TRANSMISSION, LLC

By: 
Name: Pamala M. Sullivan
Title: President

Approved as to form:

By: 
Name: Lisa G. McAlister
Title: General Counsel

Schedule 1 – Permitted Encumbrances

There are no Permitted Encumbrances.

Schedule 2 – Assumed Liabilities

There are no Assumed Liabilities.

Exhibit A

Equipment

| Line | Qty | Unit | Description | Manufacture |
|------|-----|------|---|----------------|
| | | | <u>MAJOR EQUIPMENT</u> | - |
| A3 | 1 | EA | CONTROL HOUSE- COMPLETE W/ BATTERY, AUX EQUIPMENT, HMI, RELAY ;PANELS PER SPEC- 1 SHIPPING SPLIT - TESTING - FIELD ASSISTANCE - OFFLOADED | JAGG |
| A4 | 3 | EA | 69KV BREAKERS | GE/ALSTOM |
| A7 | 1 | EA | 69KV, 1200A 3PH HORN GAP, GOAB SWITCH, MANUAL,VERT BRK, ALUM, PASCOR | PASCOR |
| A8 | 1 | EA | 69KV, 1200A 3PH DISCONNECT, GOAB SWITCH, MANUAL,VERT BRK, ALUM, PASCOR | PASCOR |
| A9 | 2 | EA | 69KV, 1200A 3PH DISCONNECT, GOAB SWITCH, MANUAL,VERT BRK, ALUM, PASCOR | PASCOR |
| A10 | 2 | EA | 69KV, 1200A 3PH DISCONNECT, GOAB SWITCH, MANUAL,VERT BRK, ALUM, PASCOR | PASCOR |
| A12 | 3 | EA | SURGE ARRESTER - STATION CLASS, 48kv MCOV, 60kv RATING | HUBBELL |
| | | | <u>STEEL</u> | - |
| S1 | 1 | EA | 69KV TAKEOFF DEADEND BOX STRUCTURE | PEPCO |
| S2 | 1 | EA | 69KV - FE METERING STRUCTURE - (CT/PT SUPPLIED BY FE) | PEPCO |
| S3 | 3 | EA | 69KV 3PH HIGH BUS SUPPORT STRUCTURE | PEPCO |
| S4 | 6 | EA | 69KV 1PH LOW BUS TAP STRUCTURE | PEPCO |
| S5 | 2 | EA | 69KV SWITCH STAND | PEPCO |
| S6 | 2 | EA | 69KV 3PH BUS SUPPORT STRUCTURE | PEPCO |
| S7 | 1 | EA | SHIELD/LIGHTNING MAST - 50' | GALV |
| S8 | 1 | LOT | ANCHOR BOLTS AND TEMPLATES FOR ALL PEPCO SUPPLIED STRUCTURES | TF |
| S9 | 1 | EA | SWITCH GROUND MATS 6X4 - (HORN GAP SWITCH) | PEPCO |
| S9A | 5 | EA | SWITCH GROUND MATS 3X4 | PEPCO |
| | | | <u>BUSSING, FITTINGS - 69KV</u> | - |
| B1 | 940 | FT | BUS PIPE 2.5" - SCH 40 6063T6 - 20' STICKS | |
| B2 | 900 | FT | DAMPER CABLE - 266.8 Partridge | |
| B3 | 400 | FT | JUMPER CABLE - 477 ACSR HAWK | |
| B3A | 50 | FT | JUMPER CABLE, 3/0 ACSR (PIGEON) | |
| B4 | 31 | EA | INSULATORS - STATION POST TR278 | TE |
| | 1 | LOT | BUS SUPPORT FITTINGS FOR 69KV BUS PER THE FOLLOWING: | TRAVIS PATTERN |
| B5 | 31 | EA | BUS SUPPORT FITTING - 2-1/2" PIPE TO 5" B.C. - SLIP OR FIXED AS REQUIRED - BOLTED | TRAVIS PATTERN |
| B6 | 15 | EA | TERMINALS - 2-1/2" PIPE TO 4-HOLE PAD, BOLTED ALUM | TRAVIS PATTERN |
| B6A | 16 | EA | TERMINALS - 2-1/2" PIPE TO 4-HOLE PAD, BOLTED ALUM - CENTER FORMED | TRAVIS PATTERN |

| | | | | |
|------|-----|-----|---|-------------------|
| B7 | 27 | EA | TERMINALS - 477 ACSR TO 4-HOLE PAD, BOLTED ALUM | TRAVIS PATTERN |
| B7A | 7 | EA | TERMINALS - 3/0 ACSR TO 2-HOLE PAD, BOLTED ALUM | TRAVIS PATTERN |
| B8 | 12 | EA | TERMINALS - 477 ACSR TO 4-HOLE PAD, BOLTED ALUM - 90- DEGREES | TRAVIS PATTERN |
| B9 | 12 | EA | TEES - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM | TRAVIS PATTERN |
| B9A | 6 | EA | TEES - 2-1/2" PIPE TO TWO 2-1/2" PIPES, BOLTED ALUMINUM - 15- DEGREE ANGLES | TRAVIS PATTERN |
| B9B | 12 | EA | TEES - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM - 15- DEGREE ANGLE | TRAVIS PATTERN |
| B10 | 6 | EA | TEES - 2-1/2" PIPE MAIN TO 477 ACSR TAP, BOLTED ALUMINUM | TRAVIS PATTERN |
| B10A | 7 | EA | TEES - 2-1/2" PIPE MAIN TO 2-HOLE PAD, BOLTED ALUMINUM | TRAVIS PATTERN |
| B11 | 6 | EA | STUD CONNECTORS - 1-1/2" STUD TO 4-HOLE PAD, BOLTED ALUMINUM | TRAVIS PATTERN |
| B11A | 6 | EA | EXPANSION TERMINAL, 2-1/2" PIPE TO 4-HOLE PAD, ALUMINUM | TRAVIS PATTERN |
| B12 | 21 | EA | COUPLERS - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM | TRAVIS PATTERN |
| B13 | 27 | EA | ELBOWS - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM - 90- DEGREES | TRAVIS PATTERN |
| B14 | 4 | EA | ELBOWS - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM - 45- DEGREES | TRAVIS PATTERN |
| B15 | 9 | EA | END CAP, 2-1/2" PIPE | TRAVIS PATTERN |
| B16 | 3 | EA | DEADEND CLAMP FOR STATIC LINE | MACLEAN |
| B17 | 3 | EA | SHACKLE FOR STATIC DEADEND | HUBBELL |
| B18 | 250 | FT | STATIC WIRE 3/8 GALVANIZED | NATIONAL |
| BSA | 1 | LOT | BOLT SETS - TERMINAL, EQUIPMENT MOUNTING, ETC - COMPLETE AS REQ | TF |
| BS1 | 500 | EA | 1/2" X 2-1/2" SS HEX BOLT W/ 1/2" HEX NUT, (2) 1/2" FLAT WASHERS, (1) 1/2" LOCK WASHER (TERMINALS) | |
| BS2 | 125 | EA | 5/8"-11 X 1-1/4" GALV. HEX BOLT W/ 1/2" FLAT AND LOCK WASHER (INSULATORS) | |
| BS3 | 20 | EA | 1/2" X 3" GALV. HEX BOLT W/ 1/2" HEX NUT, (2) 1/2" FLAT WASHERS, (1) 1/2" LOCK WASHER (CTs & PTs) OTHER | |
| | | | GROUND GRID FENCING | |

Exhibit B
Ground Lease Agreement
[See Attached]

GROUND LEASE

THIS GROUND LEASE ("Lease") is entered into this 1st day of February 2021 (the "Commencement Date"), between The City of Huron, Ohio, an Ohio municipal corporation ("Lessor"), and AMP Transmission, LLC, an Ohio non-profit corporation ("Lessee").

RECITALS

A. Lessor operates an electric distribution utility in Huron, Ohio. Prior to the date of this Lease, Lessor owned 69 kilovolt ("kV") facilities and associated equipment at its substation (the "Substation"), including but not limited to two 69 kV transformers, three 69 kV breakers, a control house, and associated equipment, including steel arrangements, foundations, breakers, and major equipment including the inside of the control house, relay panels, and DC battery systems, arresters and switches and associated equipment (collectively, the "Equipment"), as described more fully in the Purchase Agreement (defined below).

B. On the Commencement Date, Lessor has sold the Equipment to Lessee, pursuant to an Asset Purchase and Sale Agreement (the "Purchase Agreement"). As contemplated in that agreement, the Equipment or its replacements shall remain in place at the Substation located at 1100 Rye Beach Road, Huron, Ohio 44839, to be used in connection with the transmission of electricity from the transmission grid to Huron's distribution utility at the Substation.

C. Through this Lease, Lessor seeks to provide Lessee with access on a non-exclusive basis to the Leased Premises (defined below), and with the right to enter upon and occupy on a non-exclusive basis the Leased Premises to permit it to own, operate, maintain, repair and replace the Equipment during the term of this Lease, on the terms set forth more fully below.

AGREEMENTS

NOW, THEREFORE, in consideration of the rents and mutual covenants herein contained, Lessor and Lessee do hereby covenant, promise and agree as follows:

I. LEASED PREMISES AND ACCESS RIGHTS

A. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, on a non-exclusive basis with Lessor, the real property described on Lease Exhibit A, attached hereto, and by this reference incorporated herein, together with all rights and appurtenances thereto (the "Leased Premises"), situated in the County of Erie, State of Ohio. All references to the Leased Premises shall be deemed to include any subsequent improvements to the Leased Premises, whether made by Lessor or Lessee.. The provisions of this Lease are all covenants running with the land for the duration of the Term (as defined below) only.

B. The parties acknowledge that the Leased Premises include the Substation as well as additional area around the substation amounting to approximately three acres. Lessor hereby grants Lessee and its directors, managers, officers, employees, agents, contractors (collectively, its "Representatives") and its and their invitees access at no charge to them to and across the Substation property during the Term to enable access to the Leased Premises by Lessee and its Representatives and invitees. In addition, Lessee and its Representatives shall have reasonable access to and use of, at no charge to them, the Substation facilities (e.g., offices, restrooms, storage facilities, if any) as requested by Lessee in connection with the ownership, operation, maintenance, repair, replacement, improvement, and removal of the Equipment and the use of the Leased Premises.

C. Lessee agrees that it and its Representatives shall comply with Lessor's reasonable safety rules at the Substation.

D. This Lease is subject to a non-exclusive license in favor of Lessor to the lands and improvements owned by Lessor that are adjacent and contiguous to the Leased Premises for access to the Substation as may be necessary from time to time, with Lessor's permission and in accordance with Lessor's safety and other protocols.

E. The parties further acknowledge and understand that the Control House, which is owned by Lessee, is situated on the Leased Premises, but contains equipment relating to Lessor's distribution system ("Lessor's Equipment"). As such, Lessee acknowledges that Lessor shall have continuous and uninterrupted access to the Control House for the purpose of operating, maintaining or repairing Lessor's Equipment throughout the Term of this Lease. Lessee shall promptly notify Lessor of any changes to locks or codes which would prohibit Lessor from accessing the Control House.

II. LEASE TERM

The initial term of this Lease (the "Initial Term") shall commence at 12:01 a.m., on the Commencement Date, and end at 11:59 p.m. on December 31, 2055 unless sooner terminated or extended, as provided herein. At Lessee's option, which may be exercised by Lessee in writing at any time prior to the expiration of the Initial Term, Lessee may extend the term of this Lease for an additional ten year term, commencing with the expiration of the Initial Term (the "Extended Term" and collectively with the Initial Term, the "Term"). In the event that Lessee opts in writing to extend this Lease, the lease payment(s) shall be determined by mutual agreement of Lessor and Lessee in accordance with the fair market value of the leasehold interest at the time of such extension.

In the event that Lessee sells or transfers the Equipment to Lessor or a third party, this Lease shall terminate once the asset transfer is complete unless the Lease is also transferred with the Equipment.

III. LEASE PAYMENTS

A. Commencing on the Commencement Date, Lessee shall pay to Lessor as "Base Rent" for the Leased Premises, without notice, set-off, deduction or demand, the sum of One Hundred Eighty Three Thousand Seven Hundred Fifty Dollars (\$183,750.00) as a one-time, upfront payment payable on the Commencement Date. Lessor acknowledges the receipt of the full payment for the initial term, which shall be applied as a prepaid rent credit.

B. In the event that Lessor shall be required to pay any transaction privilege or sales tax levied upon or assessed against the Base Rent or additional rental received by Lessor by any governmental authority having jurisdiction paid by Lessee to Lessor hereunder ("Rental Taxes"), specifically excluding Lessor's income tax, Lessee shall pay its Pro Rata Share of those Rental Taxes in addition to the Base Rent which Lessee is required to pay Lessor herein. The amount required to be paid by Lessee to Lessor for Rental Taxes shall be paid on or before the date the taxes are due and shall be considered as the payment of taxes, and not the payment of rent.

C. Lessee shall pay its Pro Rata Share of any Real Estate Taxes imposed on the Leased Premises as described herein and in Section VII. "Real Estate Taxes" shall mean: all taxes and assessments, general, special or otherwise, levied upon or with respect to the Leased Premises and the land upon which it is located and related personal property, whether imposed by federal, state or local governments, or any school, agricultural, lighting, drainage or other improvement district; taxes and assessments of every kind and nature whatsoever levied, assessed and imposed on Lessor in lieu of or in substitution for existing or additional real or personal property taxes or assessments; and the cost of contesting by appropriate proceedings the amount or validity of any of the aforementioned taxes or assessments; provided, that Real Estate Taxes shall not include income taxes of Lessor. All rentals due under this Lease (Base Rent, Rental Taxes, and Real Estate Taxes) shall be paid to Lessor at its address of record as set forth below.

D. This Lease is intended to be and shall be deemed and construed as a "gross lease," pursuant to which Lessee shall have use and access to the Leased Premises net of any other costs or expense other than the Base Rent, the Rental Taxes, the Real Estate Taxes provided for above and any personal property taxes owed on the Equipment. If not provided for thereunder, then those other charges shall be for the account of Lessor, not Lessee. Without limiting the foregoing, Lessee shall not be responsible for impositions, charges or expenses of any nature whatsoever, including without limitation any of the following: all electrical power, security, janitorial services, water, waste disposal, gas, maintenance of refuse removal facilities, insurance premiums, licenses, maintenance, supplies, costs of operation, and remodeling.

E. Each of Lessee and Lessor shall keep the Leased Premises and all adjacent sidewalks, parking and service areas free and clear of all debris, trash, garbage, and waste resulting from the operation of their respective business.

IV. MAINTENANCE

Lessee agrees to maintain the Leased Premises and all improvements thereon in good condition and repair (ordinary wear and tear and casualty and condemnation excepted) and Lessor shall have no responsibility for the maintenance and repair of the Leased Premises, except as otherwise set forth in the Operation and Maintenance Agreement and provided, further that Lessee shall be responsible for damage and repair of the Leased Premises caused by the actual conduct of Lessee or its employees or agents. The Operation and Maintenance Agreement shall address the rights of the parties to operate and maintain any equipment or improvements located on the Leased Premises.

V. ENVIRONMENTAL LAWS

Lessee and Lessor shall each comply with all federal, state and local laws relating to environmental matters, and to the extent permitted by law, Lessee shall defend, indemnify and hold harmless Lessor and Lessor's shareholders, officers, directors, managers, members, employees and agents (collectively, as applicable, the "Indemnified Parties") from and against any and all claims, demands, liabilities, fees, fines, investigations, penalties, judgments, losses, suits, costs and expenses, including cost of compliance, remedial costs, clean-up costs, reasonable attorney's fees, and court costs arising from or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or hazardous or toxic material, substance or matter from, on or at the Leased Premises as a result of any act or omission on the part of Lessee or its directors, officers, employees, contractors or agents. These indemnification and defense obligations shall survive the expiration or termination of this Lease. Lessee shall not be responsible for any environmental matter which first arose before the Commencement Date, including any environmental matter discovered thereafter which occurred on or before that date.

VI. NO MORTGAGE BY LESSOR

During the term of this Lease, Lessor shall not at any time encumber or permit the Leased Premises to be encumbered with any senior lease, mortgage, deed of trust, or other lien or encumbrance in connection with any financing or indebtedness for the benefit of Lessor or otherwise.

VII. TAXES AND ASSESSMENTS; INSURANCE; AND CONSTRUCTION

A. All Real Estate Taxes and personal property taxes, general and special assessments and other charges which are in the nature of such taxes or assessments levied on or assessed against the Leased Premises, improvements located on the Leased Premises, personal property located on the land or improvements, the leasehold estate, or any subleasehold estate, which accrue during the term of this Lease shall be paid by

Lessor and Lessee based on their Pro Rata Shares as reasonably determined by Lessor. Those taxes, assessments, installments or charges which are due and payable on or prior to the Commencement Date or after the Term ends shall be paid by Lessor.

B. Lessee and Lessor shall each have the right to reasonably contest and appeal the amount of any Real Estate Taxes, assessments or charges for which they are responsible under this Lease and each may institute proceedings in its own name or jointly with consent of the other party. Should it be necessary to pay those taxes, assessments or charges under written protest before the same can be contested, each shall pay its Pro Rata Share of those taxes, assessments or charges so as to prevent the Leased Premises, improvements and personal property, or any portion thereof, from being sold or conveyed pursuant to a tax or other statutory sale or treasurer's or other deed authorized by any applicable statute or ordinance. Each party shall be authorized to collect any refund payable as a result of any proceeding that party institutes for that purpose and any refund shall be the property of the parties on a Pro Rata basis after deduction for all costs and expenses incurred in connection with the pursuit of that contest or appeal.

C. Property insurance must be procured by each Party for their owned assets from an insurance company with a Best A-/VII rating or better. Lessee shall insure the assets that have shared ownership with Lessor. All insurance proceeds shall be paid to and owned exclusively by the party procuring that policy.

D. Lessee shall procure commercial general liability insurance from an insurance company with a Best A-/VII rating or better in the amount of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per occurrence and not less than TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) in the aggregate.

E. Lessee's policy of insurance shall name Lessor as an additional insured and shall deliver the policy of insurance or a copy thereof to Lessor prior to the Commencement Date. Renewals thereof as required shall be delivered to Lessor at least thirty (30) days prior to the expiration of the policy terms. Lessee shall notify Lessor at least thirty (30) days prior to cancellation of the insurance.

F. Lessor and Lessee each waive, to the fullest extent possible, any and all rights of recovery against the other, or against their Representatives, for loss of or damage to the waving party or its property or the property of others under its control, except where the waiver has or would have the effect of invalidating or denying either parties coverage under any insurance policy held at the time of loss.

G. All insurance proceeds on account of fire, damage or destruction under the policies of casualty insurance shall be paid to and owned exclusively by the party procuring that policy.

VIII. TERMINATION OR EXPIRATION

A. At the expiration of the Term of this Lease, as the same may be duly extended, or sooner terminated pursuant to this Lease, all Lessee-owned improvements (if any), may be removed by Lessee during the succeeding ninety (90) days following that termination (and Lessee shall have continued access and occupancy rights for no additional rent during that period) at its discretion. That period shall be extended by each day for which access to the Leased Premises is restricted by Lessor. The Lessee shall not remove the Substation or Equipment at the expiration of the Term of this Lease. The parties agree that the Lessee shall cooperate with the Lessor to ensure that the removal of any Lessee-owned improvements shall not negatively impact or impair the Lessor ability to operate its distribution system or serve its customers. Any property not removed by Lessee during that period shall become the property of Lessor "AS-IS" and without warranty.

B. Except for the removal period noted above, any holding over after the expiration of the term of this Lease shall be construed to be a tenancy from month to month, cancelable upon thirty (30) days written notice by Lessor or Lessee, and upon terms and conditions under this Lease as existed during the last year of the term hereof or any extended term.

C. Lessee shall restore any damage to the Leased Premises or the Substation caused by the removal of any Equipment, provided, however, that nothing in this Lease shall require Lessee to replace any of the Equipment or to restore any electric transmission facility following Lessee's removal or abandonment of that Equipment, regardless of the operating condition of that Equipment. Lessor hereby assumes responsibility for assuring that the power transmitted to the Substation can be transmitted outside of the Substation following the expiration of the Term, regardless of the reason for the termination of this Lease.

D. If, at any time during the Term, Lessor determines that it has a need for the City Lot, as depicted in Exhibit A, Lessor shall have the unilateral right to terminate this Lease insofar and only insofar as it relates to that three (3) acre portion of the Leases Premises. Lessor shall provide Lessee with ten (10) days written notice of its intention to terminate the lease as it relates to the City Lot. In such event, Lessor and Lessee shall execute an amendment to this Lease, which shall include a refund for the value of the City Lot for the balance of the lease term and an updated Exhibit A depicting the remaining acreage.

IX. PERMITTED USE; COMPLIANCE WITH LAWS AND REGULATIONS

A. Throughout the term of this Lease and during any extended terms of the Lease, Lessee shall be permitted to use and occupy the Leased Premises for any lawful purpose consistent with the ownership, operation, maintenance, repair, replacement, improvement, and removal of transmission equipment, and for any other purpose incident thereto. Lessee shall comply during the Term and any Extended Terms with all present and future laws, acts, rules, requirements, orders, directions, ordinances and/or regulations, administrative decisions, and other holdings or requirements of all

governmental authorities (whether state, federal or local), ordinary or extraordinary, foreseen or unforeseen, concerning the Leased Premises or improvements thereon, except Lessee shall have no obligation for environmental matters which existed on or adjacent to the Leased Premises on the Commencement Date.

B. To the extent permitted by law, Lessee shall defend, hold harmless and indemnify Lessor and its Indemnified Parties, from and against any and all actions, causes of action, damages, expenses, fees, fines, investigations, loss, penalties, suits, judgments, or claims for damages of every kind and nature, including but not limited to third party claims for personal injury and/or property damage (including without limitation reasonable attorneys' fees and expenses) arising out of any breach of this Lease, the acts or omissions of Lessee and its agents, employees, and authorized representatives, damage or destruction to Lessor's existing electric distribution system as a result of the acts or omissions of Lessee, failure by Lessee and its Representatives to comply with any laws, acts, rules, requirements, orders, directions, ordinances and/or regulations, the intention of the parties being with respect thereto that each party during the Term shall discharge and perform all their respective obligations in accordance therewith. Each party further covenants and agrees that it will procure and maintain, at its own expense, all required licenses, operating permits, certificates, or other items required by any governmental, regulatory, or licensing body with respect to its operations at the Substation and on the Leased Premises. These indemnification and defense obligations shall survive the expiration or termination of this Lease.

X. TRANSFER OR CONDEMNATION

A. Total, Substantial, or Unusable Remainder. If at any time during the term of this Lease:

(1) *Total or Substantial Taking.* Title to the whole or substantially all of the Leased Premises shall be transferred, this Lease shall terminate and expire on the date possession is transferred; or

(2) *Remainder Unusable for Purposes Leased.* Title to a substantial portion of the Leased Premises shall be transferred, and the remaining part of the Leased Premises cannot feasibly be used or converted for use by Lessee for the purpose for which it was being used immediately prior to the event, Lessee may, at its option, terminate this Lease within ninety (90) days after the transfer by serving upon Lessor at any time within said ninety (90) day period, a thirty (30) day written notice of Lessee's election to so terminate accompanied by a certificate of Lessee that the remaining part of the Leased Premises cannot feasibly be used or converted for use by Lessee for that purpose.

B. Partial Taking--Lease Continues. In the event of any taking of less than the whole or substantially all of the Leased Premises, the Term shall not be reduced or affected in any way. In that case, the parties shall confer in good faith to determine whether adjustments to the Base Rent and other terms hereof and under the O&M

Agreement shall be made to restore the parties, to the greatest extent feasible, to their situation immediately prior to that partial taking, in light of their Pro Rata Share and operations on the Leased Premises.

C. Award Payments. In the event of a taking pursuant to any of the foregoing subsections, Lessor and Lessee shall work in good faith to divide the award according to their respective interests in the Leased Property, and if they are unable to reach agreement, the award shall be shared according to their Pro Rata Interests, except awards with respect to personal property owned by each party shall belong to that party alone.

D. Rights of Participation. Each party shall have the right, at its own expense, to appear in and defend any condemnation proceeding and participate in any and all hearings, trials, and appeals therein.

E. Notice of Proceeding. In the event Lessor or Lessee shall receive notice of any proposed or pending condemnation proceedings affecting the Leased Premises, the party receiving the notice shall promptly notify the other party of the receipt and contents thereof.

F. Relocation Benefits. Lessee is not waiving any of its rights to any federal, state or local relocation benefits or assistance provided in connection with any condemnation or prospective condemnation action.

G. Covenant Not to Exercise Condemnation Powers. To the fullest extent permitted by law, Lessor agrees not to exercise its condemnation powers to acquire any or all of Lessor's interests in the Leased Premises or any of the Equipment, rights or other interests of Lessor therein.

XI. DESTRUCTION OF EQUIPMENT OR IMPROVEMENTS

If all or any portion of the Equipment or improvements on the Leased Premises should be destroyed by fire, flood or other casualty, then Lessee shall repair or replace those items at its own cost, except to the extent the damage was caused by Lessor or its Representatives.

XII. DEFAULT; REMEDIES

A. Each of the following shall constitute an Event of Default in breach of this Lease:

(1) A party shall fail to pay any amounts due hereunder or any other agreements between them on any day upon which the same is due, and the same shall not be paid within fifteen (15) days after written notice from the party to the other of that failure to pay;

(2) A party shall do or permit anything to be done, whether by action or inaction, contrary to any material covenant or agreement on the part of that party in this Lease or the O&M Agreement or otherwise contrary to any of the material covenants, agreements, terms or provisions of this Lease or the O&M Agreement, or the party shall otherwise fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease or the O&M Agreement which on the part or behalf of that party are to be kept or performed, and that party remains in violation sixty (60) days after written notice thereof from the other party; provided, however, that if the default cannot be reasonably corrected within a sixty (60) day period, then the party shall not be deemed in default if it has, within that sixty (60) day period, commenced to correct the default and diligently thereafter pursues the correction to completion, subject to an event of enforced delay (together with the period noted in subsection A(1) above, as applicable, a "Cure Period").

(3) An involuntary petition shall be filed against a party under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of or for the property of that party shall be appointed without the acquiescence of the other party, and that situation shall continue and shall remain undischarged or unstayed for an aggregate period of one hundred twenty (120) days;

(4) A party shall make an assignment of its property for the benefit of creditors or file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by the party under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by the party under the arrangement provisions of the United States Bankruptcy Code;

(5) A party shall abandon the Leased Premises prior to the termination of the Lease and not cure that abandonment within ninety (90) days of notice from the other party;

(6) Upon the occurrence of any Event of Default on the part of a party, as set forth in this Lease, and in addition to all other rights and remedies the other party may have under this Lease or under applicable law, the non-defaulting party shall have the following rights and remedies, but it shall not have any obligation to do so:

(1) It may enter into and upon the Leased Premises to do all things reasonably deemed necessary or desirable by that party to cure any uncured Event of Default, and the defaulting party shall pay the non-defaulting party on demand all sums expended by it in curing or attempting to cure any such Event of Default, together with interest on those sums at six percent (6%) per annum;

(2) It may continue this Lease in effect until it elects to terminate the Lease by written notice to the defaulting party, and the defaulting party shall remain liable to perform all of its obligations under this Lease, and the non-defaulting party may enforce all of its rights and remedies, including the right to recover all amounts and all other payments and charges payable hereunder to it as the same fall due. If the defaulting

party abandons the Leased Premises or fails to maintain and protect the Leased Premises as herein provided, the non-defaulting party may do all things necessary or appropriate to maintain, preserve and protect the Leased Premises. The defaulting party agrees to reimburse the non-defaulting party on demand for all amounts reasonably expended by it in maintaining, preserving and protecting the Leased Premises;

(3) Upon the occurrence of one or more of the Events of Default listed above, the non-defaulting party may at any time thereafter, but not after the default is cured, give written notice ("Second Notice") to the defaulting party specifying the Event(s) of Default and stating that this Lease and the Lease term hereby demised shall expire and terminate on the date specified in that notice, which shall be at least thirty (30) days after the giving of the Second Notice, and upon the date specified in the Second Notice, this Lease and the Lease Term shall expire and terminate as of that date. The defaulting party shall pay all amounts due to the non-defaulting party, less any undisputed amounts it owes the defaulting party.

C. No right or remedy herein conferred upon or reserved to a party is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

XIII. NON-WAIVER

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or conditions. Acceptance of rent by Lessor during a period in which Lessee is in default in any respect other than payment of rent shall not be deemed a waiver of the other default.

XIV. NOTICES

Any notice required to be given or which may be given hereunder shall be in writing, delivered in person, by overnight delivery service, or by certified mail, postage prepaid, return receipt requested, addressed to the party at the following address or at such other change of address as may, from time to time, be communicated to the other party in the same manner as notice hereunder is required to be given. The addresses of parties to which all notices are to be mailed are:

| | |
|---------|---|
| Lessor: | City of Huron, Ohio 417 Main Street Huron, OH 44839 Attn: City Manager Phone: (419) 433-5000 Fax: (419) 433-5120 E-Mail: citymanager@huronohio.us |
|---------|---|

| | |
|-----------------|---------------------|
| with a copy to: | City of Huron, Ohio |
|-----------------|---------------------|

417 Main Street
Huron, OH 44839
Attn: Law Director
Phone: (216) 619-7850
Fax: (216) 916-2430
E-mail: lawdirector@huronohio.us

Lessee: AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Pamala M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

with a copy to: AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Lisa G. McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcaster@amppartners.org

That notice shall be deemed given when personally delivered, on the delivery date if delivered via overnight delivery service, upon transmission if sent by e-mail or facsimile before 5:00 p.m. local time of the recipient on a Business Day, or on the next Business Day if sent thereafter, or, if mailed in accordance with the provisions hereof, then five (5) Business Days following the deposit of the written notice in the United States mails. A "Business Day" is any day that is not a Saturday, Sunday or any day on which banks located in the State of Ohio are authorized or obligated to close.

XV. CONSTRUCTION OF TERMS

This Lease shall not be strictly construed either against the Lessor or the Lessee. The term "including" shall mean "including without limitation" regardless of whether so stated. Whenever reference is made to persons, unless the context otherwise requires, words denoting the singular number may, and where necessary shall, be construed as depicting plural number, and words of the plural number may, and where necessary shall, be construed as denoting the singular and words of one gender may, and where necessary shall, be construed as denoting another gender as is appropriate.

XVI. ASSIGNMENT, SUBLETTING

A. Transfers. Intentionally omitted.

B. Subleases. Without the prior written consent of Lessor, Lessee shall not assign its rights under this Lease to any other Person.

XVII. ENTIRE AGREEMENT

This Lease, the O&M Agreement, the Purchase Agreement and the exhibits attached to any of the foregoing set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises and this Lease, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in those documents. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by each of them.

XVIII. PARTIAL INVALIDITY

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

XIX. BINDING EFFECT

All of the terms, covenants, conditions and provisions contained in this Lease shall be binding upon and shall inure to the benefit of the Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns. A mortgagee is a third party beneficiary of the mortgagee provisions contained in this Lease.

XX. HEADINGS

As used herein, any section or paragraph headings or defined terms are for convenience only and are not to be used in the construction of the sections nor are they meant to limit or expand the content of the sections.

XXI. TIME OF THE ESSENCE

Time is of the essence of this Lease and each and every provision hereof.

XXII. MEMORANDUM OF LEASE

This Lease shall not be recorded without the written consent of both parties. Concurrently with the execution of this Lease, the parties shall execute and cause to be recorded a Memorandum of Lease in the form attached hereto as Lease Exhibit B.

XXIII. INDEMNITY

A. Indemnification. Notwithstanding the termination of the Lease for any reason, to the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless Seller and its trustees, members, officers, employees, agents, and their subsidiaries and affiliates (collectively "Seller Indemnified Parties") from and against all actual or threatened actions, causes of action, claims, demands, damages, losses, fees, fines, penalties, judgments, suits and expenses arising out of or in connection with the Transaction, relating to or resulting from:

- (a) The material breach of any representation or the breach of any warranty made by Lessee in this Lease;
- (b) the material breach of any covenant or agreement made or undertaken by Lessee in this Lease;
- (c) the acts or omissions of Lessee;
- (d) breach of this Lease;
- (e) Damage or loss to Lessor's existing electric distribution system as a result of the acts or omissions of Lessee and/or Lessee's agents, employees or authorized Representatives.

Lessee's indemnification obligation exists regardless of whether or not the actions, causes of action, claims, demands, damages, loss, fee, fine, penalty, suit, judgment or expense is caused in part by one or more of the Lessor Indemnified Parties. But this section does not obligate Lessee to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

In claims against one or more of the Lessor Indemnified Parties by any direct or indirect employee of Lessor, a subcontractor, or a person or entity for whom Lessor or a subcontractor may be liable, the indemnification obligation will not be limited by a limitation on the amount or type of damages or penalties. Lessee's indemnification obligation will survive termination of this Lease.

B. Liens. Lessor shall not permit any monetary liens to encumber the Leased Premises which have priority over the Lease. In the event Lessor encumbers the Leased Premises subsequent to the date of this Lease, (i) the Lease shall retain its priority position, and (ii) the holder of each Lessor Mortgage or security interest shall execute and deliver to Lessee a fully executed and acknowledged non-disturbance agreement in a commercially reasonable form, and reasonably acceptable to Lessee and any Lessee Mortgagee whereby the holder agrees, among other things, to recognize Lessee's rights under this Lease and not to disturb Lessee's possession and use of the Leased Premises and such other appurtenant rights and easements in the Leased Premises. With respect to other monetary encumbrances (i.e., mechanics' liens, judgment liens, tax liens, etc.), Lessor shall take any such actions as are required to prevent any material adverse effect to Lessee's use hereunder as a result of such encumbrances.

C. Personal Injury. Each party shall defend, indemnify and hold harmless the other party harmless from any and all actual or threatened actions, causes of action, claims, demands, damages, losses, fees, fines, penalties, judgments, suits and expenses arising out of or in connection with personal injury to the other party or its Representatives,

invitees or third parties, or to other occupants of any part of the Leased Premises, or for any damage to any property of the other party or of any other occupant of any part of the Leased Premises, to the extent caused by the negligence or willful misconduct of that party or its Representatives.

The indemnities set forth in this Article shall not apply to any loss directly caused by the gross negligence or intentional misconduct of the other party or its Representatives.

XXIV. ESTOPPEL CERTIFICATES

Lessor or Lessee, including Lessee's assignees and sublessees, may request, from time to time, a certificate from the other party, or a statement, within twenty (20) days of demand in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) the dates to which the Base Rent and other charges have been paid in advance, if any, (c) for any certificate by Lessee, Lessee acceptance and possession of the Leased Premises, (d) the commencement of the Lease term, (e) the Base Rent provided under the Lease, and (f) that the other party is not in default under this Lease (or if it claims a default, the nature thereof), (g) that the party claims no offsets against amounts owed to the other, and (h) other information as shall be reasonably necessary to establish the status of the tenancy created by this Lease. It is intended that any statement delivered pursuant to this Article may be relied upon by any prospective purchaser, Mortgage holder or assignee of any Mortgage holder of the Leased Premises.

XXV. FORCE MAJEURE

If Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any acts required hereunder, other than the payment of Rent, by reason of a Force Majeure Delay, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay.

XXVI. OPERATOR

To the extent that Lessee engages a third party other than Lessor (each, an "Operator") to operate, maintain, repair and replace the Equipment or to otherwise act with respect to the Leased Premises, the Operator may perform, on Lessee's behalf, any or all of the obligations of Lessee under this Lease, and Lessor agrees to accept performance of those obligations from the Operator as though the same were performed by Lessee.

XXVII. QUIET ENJOYMENT AND COOPERATION

A. Lessee, upon paying the Base Rent and all other charges owing under this Lease, and upon performing all of its obligations under this Lease, will peaceably and quietly enjoy its non-exclusive rights to access and occupy the Leased Premises, subject to the terms of this Lease. Lessee shall use commercially reasonable efforts to assure

that its activities in connection with the Lease do not unreasonably interfere with the use by Lessor of the Substation or the Leased Premises or other assets not owned by Lessee, subject to Lessee's rights to maintain, service, repair and replace the Equipment at times it deems necessary or appropriate.

B. Each party shall execute further agreements or instruments reasonably requested by the other party to carry out the terms hereof and the other referenced agreements and the contemplated transactions.

XXVIII. GOVERNING LAW/DISPUTE RESOLUTION

A. This Lease shall be governed in all respects, including validity, interpretation and effect, by the internal Laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Ohio, except to the extent that portions hereof regulated by Federal law shall be governed by that Law.

B. Subject to the provisions of subsection (C), each party hereby unconditionally and irrevocably, to the fullest extent permitted by law, (i) consents to jurisdiction in any legal proceeding arising out of or relating to this Lease, or any of the other agreements noted herein or the transactions contemplated hereby or thereby, and agrees that any proceedings arising out of this Lease or any of those other agreements or transactions shall be brought and prosecuted exclusively in a state court of competent jurisdiction located in the state or federal courts located in Franklin County or Erie County, Ohio, and any judgment obtained as a result thereof may be filed in any court of competent jurisdiction, (ii) submits to the *in personam* jurisdiction of those courts and waives and agrees not to assert in any proceeding before any of those Forums, by way of motion, as a defense or otherwise, any claim that it is not subject to the *in personam* jurisdiction of any of those courts, and (iii) waives any objection that it may now or hereafter have to the laying of venue in any proceeding arising out of or relating to this Lease or those agreements or transactions brought in any of those Forums and any claim that any proceeding brought in any of those Forums has been brought in an inconvenient forum.

C. Unless otherwise provided pursuant to this Lease, all disputes between the parties shall be resolved, if possible, in accordance with the following dispute resolution procedures.

XXIX. NO PARTNERSHIP

Nothing in this Lease is intended or shall be construed to create any partnership, joint venture or similar relationship between Lessor or Lessee; and in no event shall either party take a position in any regulatory filing or Tax Return or other writing of any kind that a partnership, joint venture or other similar relationship exists. The parties do not intend to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar

relationship, to share profits or losses, or to share any joint control over financial decisions or discretionary actions. Notwithstanding anything herein to the contrary, neither Lessor nor Lessee shall be prevented from exercising their respective rights or pursuing their remedies as owners of the Substation, Equipment, as applicable.

XXX. COUNTERPARTS

This Lease may be executed in counterparts and each of which shall be deemed to be an original, and together which shall constitute one instrument. Counterparts may be delivered by facsimile or other electronic means and shall be effective upon that delivery as if a signed original had been delivered at that time to the other party.

XXXI. LIMITATION ON DAMAGES

EXCEPT IN THE CASE OF A PARTY'S FRAUD, RECKLESSNESS OR WILLFUL MISCONDUCT, OR THE EVENT OF THIRD PARTY LIABILITY, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY OR ANY OF ITS AFFILIATES, OFFICERS, TRUSTEES, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES OR AFFILIATES, FOR ANY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING FROM THIS LEASE OR ANY OF THE ACTIONS OR TRANSACTIONS PROVIDED FOR HEREIN, OTHER THAN ACTUAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR IN ANY OTHER AGREEMENT BETWEEN THEM, IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS LEASE OR OTHER AGREEMENT, OR OTHERWISE AT LAW OR IN EQUITY, FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, LOST PROFITS OR DAMAGES THAT ARE REMOTE, SPECULATIVE, INDIRECT, UNFORESEEN OR IMPROBABLE, OR ANY OTHER DAMAGES OTHER THAN ACTUAL DAMAGES. EACH PARTY HEREBY RELEASES THE OTHER PARTIES AND THEIR CONTRACTORS, SUBCONTRACTORS, AGENTS, AND AFFILIATES FROM ANY OF THOSE DAMAGES (EXCEPT TO THE EXTENT PAID TO A THIRD PARTY IN A THIRD PARTY CLAIM)

XXXII. LESSOR REPRESENTATIONS AND WARRANTIES

A. Lessor's Representations. Lessor hereby represents and warrants to Lessee that:

(1) Lessor has no actual knowledge of any existing physical conditions of the Leased Premises which would prevent, significantly restrict or make more expensive Lessee's development of the Leased Premises for the purposes specified in this Lease, or which could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

(2) The execution of this Lease will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Lessor is a party or by which the Leased Premises or any part thereof is bound.

(3) Without having made any specific investigation thereof, and without undertaking to do so, Lessor has no actual knowledge of any law, regulation, ordinance or order of any local, state or federal governmental authority which would prohibit or significantly restrict Lessee's development of the Leased Premises pursuant to this Lease. To the best of Lessor's knowledge, the Leased Premises is currently in material compliance with all governmental laws, ordinances, orders, rules and regulations applicable to the Leased Premises.

(4) To the best of Lessor's knowledge, neither the Leased Premises nor any part thereof violates any Environmental Law. Without limiting the foregoing, except as disclosed in writing to Lessee, to the best of Lessor's knowledge no Hazardous Materials have been disposed of on the Leased Premises or have been accumulated or burned on the Leased Premises, no part of the Leased Premises or any improvements thereon contain asbestos or asbestos-containing materials (including, without limitation, acoustical plaster, fireproofing, pipe and boiler insulation or similar materials), and no underground storage tanks are located on or under the Leased Premises. "Environmental Law" means all laws of any governmental authority having jurisdiction over the Leased Premises addressing pollution or protection of the environment and all amendments to such laws and all regulations implementing any of the foregoing. "Hazardous Material" shall mean any pollutant, contaminant, hazardous substance, hazardous waste, medical waste, special waste, toxic substance, petroleum-derived substance, waste or additive, asbestos, polychlorinated biphenyl (PCB), radioactive material, or other compound, element or substance in any form (including products) regulated or restricted by or under any Environmental Law.

(5) Lessor warrants that Lessor holds a fee simple interest in the Leased Premises and, to the best of Lessor's knowledge, that the Leased Premises are free of any liens, encumbrances or restrictions of any kind that may interfere with Lessee's anticipated use of the Leased Premises. During the Term of this Lease, Lessor covenants and agrees that neither Lessor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Lessee of its rights granted by this Lease; or (ii) take any action which will interfere with or impair Lessee's access to the Leased Premises for the purposes specified in this Lease. Lessor further covenants that, to the best of Lessor's knowledge, there are no outstanding written or oral leases, purchase or sale agreements or other agreements or restrictions encumbering, or in any way affecting the Leased Premises, and no person or entity has any right with respect to the Leased Premises, whether by option to purchase, contract or otherwise, that would prevent or interfere with any of Lessee's rights under this Lease.

(6) The representations and warranties set forth in this Section shall survive the execution and delivery hereof.

XXXIII. EXHIBITS AND INCORPORATION

The following exhibits, which are attached hereto or are in the possession of the Lessor and Lessee, are incorporated herein by reference as though fully set forth:

Lease Exhibit "A" Legal Description of Leased Premises

Lease Exhibit "B" Memorandum of Ground Lease

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the day and year first above written.

LESSOR:

THE CITY OF HURON, OHIO,

By: [Signature]
Name: Matt Lasko
Title: City Manager

STATE OF OHIO)
) ss.
County of Erie)

The foregoing instrument was acknowledged before me this 27th day of January 2021, by Matthew Lasko as the City Manager of the City of Huron, Ohio, an Ohio municipal corporation, on behalf of that entity.



TERRI S. WELKENER
Notary Public, State of Ohio
My commission expires July 30, 2024

[Signature]
Notary Public

LESSEE:

AMP TRANSMISSION, LLC

By: [Signature]
Name: Pamala M. Sullivan
Title: President

STATE OF OHIO)
) ss.
County of Franklin)

The foregoing instrument was acknowledged before me this 1st day of February 2021, by Pamala M. Sullivan the President of AMP Transmission, LLC, an Ohio non-profit limited liability company, on behalf of the corporation.

[Signature]
Notary Public

My commission expires: N/A



LISA G. McALISTER
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

LEASE EXHIBIT A
Legal Description of the Leased Premises

That certain real property situated in the State of Ohio, County of Erie, more particularly described as follows:

ALTA/NSPS Land Title Survey

The City of Huron

Based on Title Commitment No. E-28101SC
of First American Title Insurance Company
Effective Date: September 1, 2017 at 7:30 A.M.

Surveyor's Certification

To : First American Title Insurance Company, James R. Hoffman, Bishop of Toledo, Ohio,
and The City of Huron

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11, 13, 16, and 19 of Table A thereof. The field work was completed on August, 2017.



Per Title Commitment No. E-28101SC issued by First American Title Insurance Co. with an effective date of September 1, 2017 at 7:30 a.m.

Situated in the City of Huron, County of Erie and State of Ohio:

Being that part of Original Lot Number Twenty-two (22), Section Number Two (2), formerly in the Township of Huron, now in the City of Huron, as follows:

Beginning at a point in the centerline of Rye Beach Road, the same being the west line of Lot Number 22, North 1 degree 15 minutes west, 1591.26 feet from its intersection with the centerline of Bogart Road; thence South 88 degrees 37 minutes east, along the southerly line of lands now or formerly owned by Ada Croll, 704.40 feet to a point; thence South 1 degree 15 minutes east 325.00 feet to a point; thence North 88 degrees 37 minutes west, 704.40 feet to the centerline of Rye Beach Road; thence North 1 degree 15 minutes west, along said centerline, 325.00 feet to the place of beginning and containing 5.25 acres, more or less, but subject, however, to all legal highways.



John J. Raab

9/21/2017

Registered Surveyor: John J. Raab
Registered Land Surveyor No.: 7863
In the State of: Ohio
Date of Survey: August, 2017
Date Printed: September 21, 2017

SHEET

1
of 1

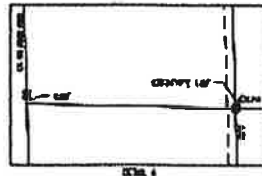
[illegible]

1. The office shall provide the best possible service to the public and shall be organized to provide the best possible service to the public and shall be organized to provide the best possible service to the public.

[illegible][illegible]

1. There are no other children of control with history of bulimic symptoms at the time of testing

Shipping to be made on the 15th of the month. The quantity of goods to be shipped is 1000 cases of 1000 each. The goods are to be shipped in 1000 cases of 1000 each. The goods are to be shipped in 1000 cases of 1000 each.



LEASE EXHIBIT B

Memorandum of Lease

WHEN RECORDED MAIL TO:

Attn:

MEMORANDUM OF GROUND LEASE

This MEMORANDUM OF GROUND LEASE is entered into this 1st day of February, 2021, by and between The City of Huron, Ohio, an Ohio municipal corporation, as "Lessor", (having an office at 417 Main Street, Huron, Ohio 44001), and AMP Transmission, LLC, an Ohio non-profit corporation, as "Lessee" (having an office at 1111 Schrock Road, Suite 100, Columbus, Ohio 43220), with reference to the following facts:

A. Lessor and Lessee have entered into a Ground Lease of even date herewith (the "Lease"). Under the Lease, Lessee is leasing from Lessor that certain real property located in Erie County, Ohio and more particularly described on Exhibit A attached hereto and made a part hereof by reference (the "Leased Premises").

B. Lessor and Lessee desire to provide record evidence of Lessee's leasehold interest in the Leased Premises.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in the Lease, and in this Memorandum of Ground Lease, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. The terms, provisions, covenants, conditions and agreements set forth in the Lease are by this reference incorporated herein.

2. The term of the Lease began on the "Commencement Date" as defined in the Lease, and shall continue until December 31, 2055, unless sooner terminated or as extended, as provided in the Lease. Lessee shall have the right to extend the Lease for an additional 10-year term, subject to the conditions set forth in the Lease.

3. In addition to those terms referenced above, the Lease contains numerous other terms, covenants, conditions and provisions which affect the Leased Premises, and notice is hereby given that reference should be had to the Lease directly with respect to those terms, covenants, conditions and provisions. Copies of the Lease are maintained at the offices of Lessor and Lessee, as set forth above. This Memorandum of Ground Lease does not alter, amend, modify or change the Lease in any respect, is executed for

recording purposes only, is not intended to be a summary of the Lease, and is subject to the terms of the Lease. In the event of conflict between this Memorandum and the Lease, the Lease shall control.

4. This Memorandum shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum as of the day and year first above written.

LESSOR:

CITY OF HURON, OHIO,

By: [Signature]
Name: Matt Lasko
Title: City Manager

STATE OF Ohio)
County of Erie) ss.

The foregoing instrument was acknowledged before me this 27th day of January 2021, by Matthew Lasko as the City Manager of The City of Huron, Ohio, an Ohio municipal corporation, on behalf of that entity.



TERRI S. WELKENER
Notary Public, State of Ohio
My commission expires July 30, 2024

[Signature]
Notary Public

AMP TRANSMISSION, LLC,

By: [Signature]
Name: Pamala M. Sullivan
Title: President

STATE OF Ohio)
County of Franklin) ss.

The foregoing instrument was acknowledged before me this 1st day of February 2021, by Pamala M. Sullivan the President of AMP Transmission, LLC, an Ohio non-profit limited liability company, on behalf of the corporation.

[Signature]
Notary Public

My commission expires: N/A



LISA G. McALISTER
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

ORDINANCE NO. 2025-34

(submitted by Joel Hagy)

AN ORDINANCE AMENDING A CERTAIN PURCHASE AND SALE AGREEMENT DATED FEBRUARY 1, 2021, BY AND BETWEEN AMP TRANSMISSION, LCC AND THE CITY OF HURON; AND DECLARING AN EMERGENCY

WHEREAS, the AMP Transmission, LLC ("AMPT") and the City of Huron "Municipality") entered into an Purchase and Sale Agreement dated February 1, 2021, as thereafter amended, whereby AMPT purchased transmission assets from the City of Huron ("Municipality") that included a right of AMPT to return the transmission assets to Municipality and an obligation of Municipality to enter into a lease agreement if AMPT is unable to recover its costs from the Federal Energy Regulatory Commission ("FERC") or if the second delivery point project is not completed by December 31, 2025; and

WHEREAS, the Parties desire to modify the deadlines for such lease and second delivery point.

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

SECTION 1. That the form of the Amendment to the Purchase and Sale Agreement between this Municipality and AMPT, substantially in the form attached hereto as Exhibit A is approved, subject to and with any and all changes provided for herein and therein.

SECTION 2. That the City Manager be authorized to execute the Amendment to the Purchase and Sale Agreement.

SECTION 3. That is it found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that the passing of the current deadline of December 31, 2025 will adversely affect the Parties; WHEREFORE, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____

ADOPTED: _____

AMENDMENT TO THE ASSET PURCHASE AGREEMENT

This Amendment to Asset Purchase Agreement ("Amendment") is entered into as of ____ 2025, between **AMP Transmission, LLC** ("AMPT") and the **City of Huron, Ohio** ("Municipality") to amend the Asset Purchase and Sale Agreement designated as AMPT Contract No. 2021-07061-MAS ("Agreement"), entered as of February 1, 2021.

WHEREAS, the Agreement, as amended, included a right of AMPT to return the transmission assets to Municipality and an obligation of Municipality to enter into a lease agreement if AMPT is unable to recover its costs from the Federal Energy Regulatory Commission ("FERC") or if the second delivery point project is not completed by December 31, 2025

WHEREAS, the Parties desire to extend certain deadlines related to AMPT's right to lease back the assets and Municipality's right to return the assets;

WHEREAS, the Parties desire to amend the Agreement as set forth below.

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

1. Section 6.5 is amended to delete "December 31, 2025" and replace it with "December 31, 2026".
2. Section 6.6 is amended to delete "December 31, 2025" and replace it with "December 31, 2026".
3. Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Amendment to be executed by their signatures affixed hereto.

AMP TRANSMISSION, LLC

CITY OF HURON, OHIO

Pamala M. Sullivan, President

Stuart Hamilton, City Manager

APPROVED AS TO FORM

APPROVED AS TO FORM

Lisa G. McAlister
SVP & General Counsel

Todd A. Schrader
Law Director



TO: Mayor Tapp and City Council
FROM: Todd Schrader
RE: Ordinance No. 2025-35 (*submitted by Todd Schrader*)
DATE: December 9, 2025

Subject Matter/Background

Ordinance No. 2025-35 authorizes an Amended and Restate Employment Agreement with Stuart Hamilton, City Manager. This agreement restates an employment agreement executed on April 19, 2025 when Stuart Hamilton was appointed as Interim City Manager, as amended on November 25, 2025 when Mr. Hamilton became City Manager. That agreement term terminates on December 31, 2025.

This Agreement is for a five-year term beginning on January 1, 2025 and ending on December 31, 2026. Terms of the agreement include the following:

- base salary is \$135,000 with possible performance bonus;
- medical, dental, vision and life insurance benefits as currently provided to other full-time employees of the City;
- 4 weeks of vacation accrued each year;
- sick time accrued at the rate of 1-1/4 work days per month;
- enrollment in OPERS with 50% pickup of employee's contribution by Employer;
- employer-paid membership fees in civic organizations;
- cell phone reimbursement up to \$80/month;
- three (3) months' severance pay.

Financial Review

The salary, retirement contribution pick-up and benefit expenses for the City Manager are included in the proposed 2026 Municipal Budget.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2025-35 as an emergency measure is in order.

[Ordinance No. 2025-35 Stuart Hamilton City Manager Second Amendment.docx](#)

[Ordinance No. 2025-35 Exh A Stu Hamilton Employment Agreement Amended Restated.docx](#)

ORDINANCE NO. 2025-35

Introduced by Monty Tapp

AN ORDINANCE AUTHORIZING AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT FOR A FIVE-(5)-YEAR TERM EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2030; AND DECLARING AN EMERGENCY.

WHEREAS, on April 19, 2025, Employee and the Employer entered into that certain Employment Agreement for Employee to be employed by Employer as the Interim City Manager for the City of Huron, Ohio until December 31, 2025 (the “Employment Agreement”); and

WHEREAS, on November 25, 2025, Council adopted Ordinance No. 2025-29 authorizing a First Amendment to Employment Agreement memorializing removal of the “Interim City Manager” title and appointing him as City Manager; and

WHEREAS, Employee and the Employer wish to modify certain provisions of the Employment Agreement, as amended, as provided herein effective 12:00 a.m. Eastern time on January 1, 2026.

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

SECTION 1. That Council authorizes the Mayor to execute an Amended and Restated Employment Agreement which establishes the terms and conditions of Mr. Hamilton’s employment as City Manager for a term of five (5) years effective January 1, 2025 through December 31, 2030, and which shall be substantially in the form of Exhibit “A” attached hereto and made a part hereof.

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

SECTION 3: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the residents of the City of Huron, Ohio; wherefore, this Ordinance shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement ("Agreement"), made by and between the City of Huron, an Ohio municipal corporation (hereinafter called "Employer") and Stuart Hamilton (hereinafter called "Employee"), an individual who has the training and experience in local government management sufficient to satisfy the requirements of the Charter and Codified Ordinances of the City of Huron to serve as City Manager and who shall serve as the City Manager in accordance with the terms and conditions set forth below, and which Agreement shall amend, modify and fully supersede all prior employment-related agreements by and between Employer and Employee prior to the date hereof, shall EVIDENCE THAT:

SECTION 1: TERM

The term of this Agreement shall be from 12:00 a.m. Eastern Standard Time on Thursday, January 1, 2026 until 11:59p.m. Eastern Standard Time on December 31, 2030. Upon completion of the initial term, the terms and conditions of this Agreement may be extended on a month-to-month basis by mutual agreement of the Employer and Employee.

SECTION 2: DUTIES AND AUTHORITY

Employee, as the City Manager, shall serve as the chief executive officer of the Employer and shall faithfully perform the duties of the City Manager as prescribed in the job description as set forth in the Employer's charter and/or ordinances as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

SECTION 3: COMPENSATION

Base Salary. Employer agrees to pay Employee an annual base salary of One Hundred Thirty-Five Thousand and No/100 Dollars (\$135,000.00), payable in installments following the Employer's standard payroll operations.

Bonus: The Employee may be granted a performance bonus as determined by Huron City Council in conjunction with the City Manager's annual year-end performance review.

SECTION 4: HEALTH AND LIFE INSURANCE BENEFITS

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his dependents, at a minimum, equal to that which is currently being provided to Employee.

B. The Employer shall pay the amount of premium due for term life insurance in the same amount as currently provided to Employee.

SECTION 5: VACATION, SICK, AND MILITARY LEAVE

A. Upon commencement of this Agreement, the Employee shall accrue vacation leave on an annual basis at a rate of four (4) weeks under the same rules and provisions applicable to other employees.

B. The Employee shall accrue sick leave at a rate of 1-1/4 work days with pay for each month of service, under the same rules and provisions applicable to other employees.

C. The Employee is entitled to accrue leave in accordance with the Codified Ordinances, and such leave shall be used, paid out, disposed of, or lost under the provisions set forth in the Codified Ordinances.

SECTION 6: RETIREMENT

The Employer shall continue Employee's enrollment in the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf along with 50% of the Employee's contribution.

SECTION 7: GENERAL BUSINESS EXPENSES

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state and local governmental groups and committee in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expense of Employee for the short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to come an active member in local civic clubs or organizations.

E. Employer has provided Employee, for business and personal use, a laptop computer, software, and/or tablet computer and relevant service expenditures for business and personal use to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall become the property of the Employer.

F. Employer will reimburse employee for his personal cellular telephone and corresponding data plan expenses in an amount not to exceed Eighty Dollars (\$80.00) per month.

SECTION 8: TERMINATION

A. For the purpose of this Agreement, termination shall occur when:

1. The governing body votes to terminate the Employee by a five-sevenths majority vote of all members elected thereto, pursuant to the terms set forth in Section 4.04 of the Huron Charter.

2. If the Employer, citizens or legislature acts to amend any provisions of the Charter pertaining to the role, powers, duties authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such actions shall constitute a breach of this Agreement and will be regarded as a termination.

4. Employee resigns voluntarily as outlined in Section 10 hereof.

SECTION 9: SEVERANCE

Subject to the provisions of Section 9(D) hereof, severance shall be paid to the Employee when employment is terminated by Employer for any or no reason, or for any of the reasons contemplated elsewhere in this Agreement:

A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to three (3) months' salary and all corresponding benefits provided for in this Agreement. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option.

B. The Employee shall also be compensated for all sick leave, vacation leave, and all paid holidays in accordance with the Codified Ordinances.

C. For a minimum period of three (3) months following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and eligible spouse and dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

2. Life insurance as provided in Section 4(B).

3. Any other available benefits.

D. Notwithstanding any contrary provision of this Agreement, if the Employee voluntarily terminates employment with Employer, or if Employee is terminated because of a felony

conviction or due to gross negligence and/or intentional misconduct, then the Employer is not obligated to pay severance under this section.

SECTION 10: RESIGNATION

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days' notice unless Employer and Employee agree otherwise.

SECTION 11: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Huron Charter, local ordinances or any other law.
- B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.
- C. The Employer has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the municipality in an amount sufficient to fund and pay all financial obligations of the Employer pursuant to this Agreement, including but not limited to, the Severance and other benefits set forth in this Agreement.

SECTION 12: NOTICES.

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Services, postage prepaid, and addressed as follows:

AS TO EMPLOYER: City of Huron
 417 Main Street
 Huron, Ohio 44839

AS TO EMPLOYEE: Stuart Hamilton

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 13: GENERAL PROVISIONS

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer.

Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on the date the last of the parties hereto executes same.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive stated or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement as of the date(s) set forth below.

CITY OF HURON
DRAFT - DO NOT SIGN

By: _____
Monty Tapp, Mayor

Date: _____

EMPLOYEE
DRAFT - DO NOT SIGN

Stuart Hamilton

Date: _____

Approved as to form:

Todd A. Schrader, Esq., Law Director