

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

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, March 25, 2025 @ 6:30 PM
City Council Chambers
417 Main Street
Huron, Ohio 44839

LIVESTREAM MEETING INFORMATION

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

- I. Call To Order Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council
- III. Approval of Minutes
 - III.a Minutes of the February 25, 2025 Council work session and regular meeting.
 - III.b Minutes of the March 11, 2025 regular Council meeting.
- **IV.** Audience Comments Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- V. Proclamation
 - V.a Mayor's Proclamation declaring May 17-23 as National Safe Boating Week.
- VI. Old Business

VII. New Business

VII.a Resolution No. 23-2025 (submitted by Doug Steinwart)

A resolution authorizing an agreement with Huron Baseball and Softball Program, Inc. for the use of Fabens Park baseball fields and concession stand.

VII.b Resolution No. 24-2025 (submitted by Doug Steinwart)

A resolution authorizing a License Agreement with the Greater Sandusky Partnership for their Lake Front Market Event to be held on June 7th, 2025.

VII.c Resolution No. 25-2025 (submitted by Doug Steinwart)

A resolution authorizing the purchase of a 2024 Ford Super Duty F-250 4WD XL with a regular cab from Mathews Ford Marion for the Huron Parks Department in the amount of \$51,470.

VII.d Resolution No. 26-2025 (submitted by Matt Lasko)

A resolution accepting the recommendations of the Erie County Tax Incentive Review Council relating to Enterprise Zone Agreements and Community Reinvestment Area Agreements.

VII.e Ordinance No. 2025-7 (first reading) (submitted by Todd Schrader)

An ordinance amending the official Zoning Map for the City of Huron, as previously amended pursuant to the Consent Decree issued on March 2, 1998, to change the zoning classification of Erie County, Ohio Permanent Parcel Numbers 42-00119.001, 42-00119.002, 42-00119.018, 42-00119.006, 42-00119.019, 42-00119.014, 42-00119.003, 42-00119.020, 42-00119.012, 42-00119-009, 42-00119.017, 42-00119.010, 42-00119.011, 42-00119.007, 42-00119.015, 42-00119.005, 42-00119.013, 42-00119.016, 42-00119.004 and 42-00119.008, from R-2 PUD (One- and Two-Family Residence District — Planned Unit Development) to R-1 PUD (One-Family Residence District — Planned Unit Development); and further amending the official Zoning Map for the City of Huron, as previously amended pursuant to the Consent Decree issued on March 2, 1998, to change the zoning classification of Erie County, Ohio Permanent Parcel Numbers 42-00117.000, 42-00118.000 and 42-00119.000) from R-2 PUD (One-and Two-Family Residence District — Planned Unit Development) to R-1 (One-Family Residence District).

VII.f Ordinance No. 2025-8 (first reading) (submitted by Matt Lasko)

An ordinance amending Chapter 1129 (Sign Regulations) of the Huron Codified Ordinances to create a new Section 1129.09 (Nonconforming Signs), to amend and replace Section 1129.11 (Administrative Procedure), to amend and replace Section 1129.08 (Maintenance), and to amend and replace Subparagraph (n) of Section 1129.06 (Design and Construction Standards).

VII.g Motion

Motion appointing Chris Harlan to the Board of Zoning Appeals to complete the unexpired term of Lisa Brady ending on December 31, 2025.

VII.h Motion

Motion to accept the resignation of Matthew Lasko as City Manager, effective April 18, 2025 at 11:59pm.

VII.i Resolution No. 27-2025 (submitted by Todd Schrader)

A resolution appointing Stuart Hamilton as Interim City Manager, effective April 19, 2025, and authorizing an Employment Agreement memorializing same.

VIII. City Manager's Discussion

- IX. Mayor's Discussion
- X. For the Good of the Order
- XI. Executive Session(s)
- XII. Adjournment



MAYOR'S PROCLAMATION

For over 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing. During National Safe Boating Week, the U.S. Coast Guard and the National Safe Boating Council, along with federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly.

Safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 75 percent of boating fatalities. Through basic boating safety procedures — carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating — we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season.

National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

WHEREAS, Whereas, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

WHEREAS, Whereas, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

NOW THEREFORE, I, Monty Tapp, on behalf of the City of Huron, do hereby support the goals of the Safe Boating Campaign and proclaim May 17-23, 2025 as National Safe Boating Week and the start of the year-round effort to promote safe boating.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE GREAT SEAL OF THE CITY OF HURON, ERIE COUNTY, OHIO ON THIS 25TH DAY OF MARCH, 2025.

MONTY TAPP, MAYOR



TO: Mayor Tapp and City Council

FROM: Doug Steinwart , Operations Manager

RE: Resolution No. 23-2025 (*submitted by Doug Steinwart*)

DATE: March 25, 2025

Subject Matter/Background

We are requesting adoption of a resolution authorizing an agreement between the City of Huron and the Huron Baseball and Softball Program for the 2025 season. This agreement would grant a license for the Huron Baseball and Softball Program, Inc. to utilize Fabens Park baseball /softball fields (# 1 – 7) and concession stand from April 1, 2025 through July 25, 2025. The use of the concession stand will be extended past the field use to October 1, 2025. The HBSP program will operate the concession stand during the City of Huron Dawg Daze Softball Tournament and the fall baseball and softball program. The times and dates in this agreement are representative of last year's agreement with some minor adjustments. The estimated fees from this contract will be approximately \$4000.00. The Huron Baseball and Softball Program will pay a fee of \$875.00 for exclusive rights to the fields. This fee is due prior to the start of the contract. These fees include utilities, Health Department permit, storage shed, utility vehicle and the participation fee for each child in the program. We respectfully request that City Council please review and consider this request for the 2025 program season.

Financial Review

The matter has been reviewed, and anticipated revenue included in the 2025 Municipal Budget. Revenues received will be deposited in the Parks and Recreation Fund (Fund 207) and used for expenses related to this program.

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. 23-2025 is in order.

Resolution No. 23-2025 Fabens Baseball and Softball Program Agr \$4,000.docx Resolution No. 23-2025 Exh A Huron Baseball & Softball Program Agreement \$4,000 (2).docx 2025 TOURN. Sched.docx

RESOLUTION NO. 23-2025 Introduced by Matt Grieves

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO GRANTING A LICENSE FOR THE HURON BASEBALL AND SOFTBALL PROGRAM, INC. TO UTILIZE ANDREW L. FABENS MEMORIAL PARK BASEBALL FIELDS AND CONCESSION STAND.

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

SECTION 1. That the City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio to grant a license with the Huron Baseball and Softball Program, Inc. for the use of Fabens Park baseball fields and concession stand from April 1, 20254 through July 25, 2025, said agreement to 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.

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

		Monty Tapp, Mayor	
ATTEST:			
	Clerk of Council		
ADOPTED:			

AGREEMENT

This Agreement is made between the City of Huron, Ohio, hereinafter called "City" and the Huron Baseball and Softball Program, hereinafter called "Licensee" for the purpose of holding a Baseball and Softball Program at Fabens Park from April 1, 2025 through July 25, 2025.

WHEREAS, the Huron Baseball and Softball Program is held on property owned by the City; and therefore, it is necessary for the City to grant the Huron Baseball and Softball Program a license to use said property, and;

WHEREAS, it is necessary for the City of Huron to furnish additional City services in order that said event may be held on City property in Huron, Ohio.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City hereby grants a license to Licensee to use the City-owned property known as "Fabens Park", including its baseball fields, for the events set forth in the schedule attached hereto and made a part hereof as Exhibit A, for the site of the Huron Baseball and Softball Program from April 1, 2025 through July 25, 2025. The granted license shall be in accordance with Codified Ordinance §165.03.

2. Cost:

- a. The Licensee shall pay the Exclusive Field Rights Reservation Fee for seven (7) fields (#'s 1-7), in the amount of Eight Hundred and Seventy-Five Dollars (\$875.00) shall be paid prior to commencing practice and playing on City's fields.
- b. In addition to the Field Rights Reservation Fee as set forth in Section 2a, Licensee shall pay to the City a Facility Usage by Volume of Participation Fee of \$5.00 per participant in accordance with Ordinance §165.03.
- c. Licensee shall pay to the City a negotiated Concession Stand fee in Section 8(g) below.
- d. Licensee shall pay to the City a rental storage fee in Section 8(h) below.
- e. Licensee shall pay to the City a Toro utility vehicle rental fee in Section 8(i) below.
- f. Unless otherwise outlined in this Agreement, all fees shall be paid to the City no later than September 1, 2025.
- 3. The City shall have the option to terminate or modify this Agreement and license in the event the property being leased to the Licensee becomes unavailable by reason of the construction of public improvements on said property by the City. The decision as to whether or not the property is unavailable shall be decided by the Huron City Administration, notice of the

meeting at which such termination is to be discussed shall be given to the Licensee at least seven (7) days prior to the date of the meeting.

- 4. The City shall also notify the Licensee as soon as it can reasonably be done, of any impending public works construction that might adversely affect the use of the property by the Licensee.
- 5. The City shall further have the right to terminate this Agreement, for any reason, upon ten (10) days written notice to Licensee.
- 6. The City shall also notify, at any time, the Licensee upon the scheduling of any special event(s), tournament(s) or program(s) that may conflict with any Licensee event, field, or concession stand usage. Any tournaments hosted at Fabens Park will be scheduled on Fridays, Saturdays and Sundays for the specified week. No Games or practices may be scheduled by the Licensee during these tournaments. Scheduled city tournaments are listed on Exhibit C.
- 7. The Licensee agrees to defend, indemnify and hold the City harmless from any and all actual or threatened acts, actions, causes of action, claims, costs, demands, expenses, fees, fines, judgments, losses or suits arising or claimed to arise from its use or the use by participants, workers and spectators of the Licensee of Fabens Park ball fields, parking areas and concession stand as authorized by this Agreement and shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000) bodily injury and death; Fifty Thousand Dollars (\$50,000) property damage, which policies shall name City as an additional named insured. Licensee shall furnish City with evidence that the required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, prior to the opening event and a copy of such shall herein be attached and incorporated as Exhibit B. Such policy shall include a 30-day cancellation clause. This indemnification shall include all costs of defense, including reasonable attorneys' and expert witness fees, and shall also extend to use of the any City equipment by the Licensee.

8. Licensee further agrees as follows:

- a. Licensee agrees the use of fields shall be from 3:00 p.m. until dark Mondays through Fridays and 8:00 am until 1:00 pm on Saturdays. Licensee agrees that this use includes only fields #1 through #7.
- b. Licensee agrees other leagues/teams may utilize the Fabens Park fields for the duration of the Agreement during the hours not reserved to the Licensee or as individually scheduled and listed on Exhibit B.
- c. Huron Parks and Recreation shall have the Fabens Park fields prepared with bases and mounds on or before April 15, 2025, weather permitting.
- d. Huron Parks and Recreation shall be responsible for the maintenance of all fields and infrastructure at Fabens Park; provided, however, Licensee shall be responsible for setting up the fields for play by performing all actions needed to make the fields ready for play on game days, including but not limited to, dragging the infield, marking the base lines and foul lines, setting the bases and the like.

- e. City agrees to appoint a liaison between the City of Huron and the Huron Baseball and Softball Program, Inc.
- f. Licensee agrees to leave the park in the condition it was found prior to each use (i.e. clean fields and dugouts after use). The Licensee understands that if the park is not left in the manner it was presented, the Licensee will be charged for any damages or clean up. Any equipment damaged and in need of repair during the use by the Licensee will be repaired by the Licensee to the condition in which it was presented.
- g. As negotiated, the parties agree that Licensee will not be charged a rental charge for the use of the concession stand. In consideration, Licensee agrees to be financially responsible for any incurred utility bills for the duration of the contract and will remit Five Hundred Twenty and xx/200 Dollars (\$520.00) to the City for the cost of the Health Department Permit. The Licensee will clean the concession stand throughout and at the conclusion of the summer season. The Licensee agrees to accept all responsibility of the building and any concession items served to any individual. The Licensee accepts full responsibility for any action taken because of any product sold. The City of Huron is not liable for any action taken on the Licensee. Notwithstanding the term of this agreement terminating on July 25, 2025 as to use of fields, Licensee may continue to use the concession stand up to and including October 1, 2025.
- h. <u>Lease Agreement</u>: The City will provide storage space on site for storage of equipment consistent with activities related to Licensee. Storage for this purpose is secondary to the needs of the City and the City will make reasonable accommodations to assist Licensee in utilizing the storage. Said storage is anticipated by the City to be needed by Licensee during all months of this Agreement. This Agreement shall convey from the City to Company a Lease for the storage of said property. Company understands and affirms that the storage facility is not monitored by the City and Company assumes the risk of loss when utilizing the storage facility. At any time during this Agreement, the City reserves the right to rescind any access privilege afforded to Company by way of keycode, or key access to said storage facility. Should Licensee desire to utilize the lease option the cost of such option shall be Four Hundred Dollars (\$400.00), payable in a one-time payment payable upon Licensee's notice of its intent to execute the lease option. Licensee shall notify the City of its intent to exercise the lease option no later than April 5, 2025. The cost of the lease is non-refundable and shall not be prorated in the event of Company's early termination of the lease option.
- i. <u>Rental Agreement</u>: The City will rent a 2015 Toro Workman Utility Vehicle (the "Vehicle") to Licensee for the 2025 season. The rental fee for the Vehicle is One Thousand Dollars (\$1,000.00) for the 2025 rental period from April 1, 2025 through July 25, 2025. In addition to the rental fee,

Licensee agrees to pay Fifty Percent (50%) of any Vehicle service or repairs (other than routine maintenance) in excess of Five Hundred Dollars (\$500.00). The City will provide all routine maintenance for the Vehicle. All additional services or repairs required to the Vehicle will be scheduled by the City of Huron and billed to Licensee. Licensee agrees that the City may use the Vehicle at any time during the Rental Term. Notwithstanding the foregoing, the City will make every effort to avoid using the Vehicle during times when Lessee expects to have access to the Vehicle during the Rental Term.

- j. At Licensee's request, the City grants Licensee the limited authority to utilize said property as the host site for the North Coast Girls Softball League Tournament during the regular scheduled season as cited in subsection (1) herein. During the period of any subcontract pursuant to this section, whether written or unwritten, Licensee shall remain bound by the terms of this Agreement. The City shall accept no liability pursuant to any subcontract by Licensee for the use of the property for this limited purpose. In addition to the fees otherwise set forth in this Agreement, Licensee shall be liable for a tournament fee of Five Hundred Dollars (\$500.00) per week for this limited subcontract.
- k. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW, ORDERS, GUIDANCE, RULES AND REGULATIONS. Licensee and all employees, agents, contractors, and any other persons subject to their direction and control shall strictly comply with all federal, state, and local laws, orders, instructions, requirements, guidance, and any other safeguards, including those related to any and all communicable diseases, including COVID-19. Licensee agrees to be solely responsible for ensuring that the activities covered by this Agreement will be operated, run, managed, and conducted in a manner consistent with all applicable all federal, state, and local laws, orders, instructions, requirements, guidance, and any other safeguards, including those related to COVID-19, and will coordinate with the Erie County Department of Health to ensure the same. Licensee understands that its use of the property will expose the it and its employees, agents, contractors and other persons subject to its control to a risk of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19), including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist, and KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE CITY, and assumes full responsibility for any such risk which may occur at the property. Licensee further AGREES TO INDEMNIFY, RELEASE, AND HOLD HARMLESS the City, and its officials, agents, and/or employees ("RELEASEES"), WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, ACTIONS, ETC. OF ANY TYPE FOR ANY ALLEGED INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE

NEGLIGENCE OF THE CITY OR OTHERWISE, to the fullest extent permitted by law.

- 9. The rights and authority conveyed through this License shall not be assignable or transferable by either party. This License shall not be recognized as valid, unless otherwise specified herein, for any sublease, subcontract or conveyance to another party regardless of whether said sublease, subcontract or conveyance is in exchange for compensation.
- 10. This License constitutes the entire Agreement between the parties and supersedes all prior or written agreements or understandings. This agreement shall only be amended in writing signed by both parties.

[SIGNATURE PAGE FOLLOWS]

Agreement on thisday of	parties have set their hands to duplicate copies of this
LICENSEE	CITY OF HURON, OHIO
President, Huron Baseball and Softball Program	Matthew Lasko, City Manager

EXHIBIT A: SCHEDULE OF EVENTS

EXHIBIT B: INSURANCE RIDER

EXHIBIT C: CITY SCHEDULED TOURNAMENTS

2025 - Tournaments @ FABENS

JUNE	Fri-Sun	May 30 – June 1	Baseball
7	Fri-Sun	June 6 - 8	Baseball
	Fri-Sun	June 13 - 15	Baseball
JULY	Fri-Sun	July 11 - 13	Baseball
AUG	Fri-Sun	Aug 1 - 3	Softball
⋖	Sat-Sun	Aug 16 - 17	Fall Ball
	Sat-Sun	Aug 23 – 24	Fall Ball
PT	Sat-Sun	Sept 6 – 7	Fall Ball
SEPT	Sat-Sun	Sept 13 – 14	Fall Ball



TO: Mayor Tapp and City Council

FROM: Doug Steinwart , Operations Manager

RE: Resolution No. 24-2025 (*submitted by Doug Steinwart*)

DATE: March 25, 2025

Subject Matter/Background

This resolution authorizes an agreement between the City and the Greater Sandusky Partnership ("GSP") relating to the use of Lake Front Park for the Lake Front Market event. GSP is requesting consideration for the use of the entirety of Lake Front Park on Saturday, June 7, 2025 from 9:00am to 3:00pm to host the 6th annual "Lake Front Market" event. The event includes retail vendors, food vendors, musicians, the "Young Entrepreneurs" tent and other activities for children, just to name a few. GSP is requesting road closures at Wall Street/Williams Street and Center Street/Park Street for this event. The agreement includes placement of an advertising banner in the median area, obligates vendors to abide by the City's "Festival Regulations" and includes Council's approval of the organizer obtaining liquor permit for the event. The fee paid by the Chamber for this event is \$500.00, which is calculated by multiplying the facility rental fee of \$500 x 1 day. In previously years, this was a 2-day event. Because this is now a 1-day event, there is no need to provide overnight security/police services.

Financial Review

The \$500 fee will be deposited as a rental fee in the Parks and Recreation Fund (207), which is used to support operating costs of the City's parks.

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. 24-2025 is in order.

Resolution No. 24-2025 Lake Front Market Event \$500.docx

Resolution No. 24-2025 Exh A Lake Front Market Event Agreement.docx

RESOLUTION NO. 24-2025 Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE GREATER SANDUSKY PARTNERSHIP RELATIVE TO THEIR LAKE FRONT MARKET EVENT TO BE HELD AT LAKE FRONT PARK ON SATURDAY, JUNE 7th, 2025

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

SECTION 1: That the City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Greater Sandusky Partnership to utilize Lake Front Park for their Lake Front Market event to be held on Saturday, June 7th, 2025, said agreement to 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.

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

		Monty Tapp, Mayor	
ATTEST:	Clerk of Council		
ADOPTED:			

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into by and between THE CITY OF HURON, OHIO, an Ohio Municipal Corporation, hereinafter referred to as "City" and THE GREATER SANDUSKY PARTNERSHIP, a non-profit entity, hereinafter referred to as "Licensee."

WHEREAS, Licensee has submitted a request for an event known as the Lake Front Market; and,

WHEREAS, the City endorses events which promote the waterfront and city parks for the enjoyment of its citizens and visitors.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The City hereby grants a revocable license to Licensee to use the City-owned property known as "Lake Front Park" for the event set forth in the schedule attached hereto and made a part hereof as Exhibit A, for the site of the Huron Lake Front Market on June 7, 2025 from 9:00am to 3:00pm.
- 2. Unless revoked prior to same, this License is valid from June 7, 2025 from 9:00am through 3:00pm, at which time this Agreement shall automatically terminate.
- 3. Licensee agrees to compensate the City for the cost of this License in the amount of Five Hundred Dollars (\$500.00). Said fee shall be payable in advance no later than May 31, 2025. The parties agree that the fee for this event is similar to that which is codified for use of comparable city-owned properties for a duration of one day. If either party terminates this agreement prior to the event, the fee is fully refundable.
- 4. This License Agreement shall accommodate the request to close those portions of Wall Street and Center Street as identified in Exhibit B. Licensee shall provide written notice to all residents with direct access to a public thoroughfare within the road closure area no later than May 31, 2025, and shall also be responsible for the supervision of the closures to permit affected residents' access. Further, Licensee shall abide by all of the City's Festival Regulations, attached hereto as Exhibit C.
- 5. The City hereby grants the placement of one (1) banner for advertising signage to be erected in the median area of U. S. Route 6/Center Street commencing on May 16, 2025 and removed on June 8, 2025.
- 6. Licensee, its employees, volunteers, and vendors shall at all times during the pendency of this License comply with all applicable laws and regulations, including but not limited to Huron Codified Ordinances and the Ohio Revised Code, and shall secure in advance of event any necessary permits and authorizations for local or state agencies. This shall include, but not be limited to, permits and/or approval from the Ohio Division of Liquor Control, Erie County Health Department, and the Huron Fire Department.

- 7. The City shall have the unilateral and voluntary right and option to revoke, terminate or modify this Agreement in the event the property being leased to the Licensee becomes unavailable by reason of the construction of public improvements on said property by the City. The decision as to whether the property is unavailable shall be decided by the Huron City Administration, notice of the meeting at which such termination is to be discussed shall be given to the Licensee at least seven (7) days prior to the date of the meeting.
- 8. The City shall notify the Licensee as soon as it can reasonably be done, of any impending public works construction that might adversely affect the use of the property by the Licensee.
- 9. The City, in its sole and absolute discretion, shall further have the unilateral and voluntary right to revoke and/or terminate this Agreement, for any reason, upon ten (10) days prior written notice to Licensee. Similarly, Licensee shall have the right to terminate this Agreement, for any reason, upon ten (10) days prior written notice to Licensee. Timely notice of termination by either party shall relieve any financial obligation of Licensee to City.
- 10. The City approves the issuance of a liquor permit by the Ohio Division of Liquor Control for the Huron Lake Front Market event. In the event a liquor permit is issued, and subject to any and all limitations and/or conditions on the permit issuance as promulgated by the Ohio Division of Liquor Control, the City requires that the date liquor may be served and consumed is limited to June 7, 2025 from 9:00am to 3:00pm, and the area that liquor may be served and consumed is limited to the area set forth in the diagram attached hereto as Exhibit A.
- 11. The Licensee agrees to defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, demands, expenses, fines, fees, judgments, penalties, loss, liability, or any suits or proceedings arising or claimed to arise directly or indirectly from Licensee's acts or omissions and use of City-owned property, or the use of same by participants, workers, vendors, invitees, guests, and spectators of the event as authorized by this Agreement, and Licensee shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000) for bodily injury and death; Fifty Thousand Dollars (\$50,000) for property damage, which policies shall name City as an additional named insured by endorsement, and shall also provide coverage and/or a rider or endorsement to cover Licensee's serving of alcohol and spirits on City-owned (commonly known as "social host liability" coverage). Licensee shall furnish City with a certificate evidencing that all required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, on or before June 1, 2025, and a copy of the insurance certificate shall herein be attached and incorporated as Exhibit E. Such policy shall include a 30-day cancellation clause. This indemnification shall include all costs of defense, including reasonable attorneys' and expert witness fees, and shall also extend to use of the any City equipment by the Licensee, if any. The provisions of this Section 11 shall survive the termination of this Agreement regardless of reason.
- 12. Licensee agrees to leave the park in the condition it was found prior to each use. Licensee understands that if the park is not left in the manner it was presented, the Licensee will be charged for any damages or clean up.

- 13. The rights and authority conveyed through this License shall not be assignable or transferrable by either party. This License shall not be recognized as valid, unless otherwise specified herein, for any sublicense, sublease, subcontract, or any other legal or beneficial conveyance to another party regardless of whether said sublicense, sublease, subcontract or conveyance is in exchange for compensation.
- 14. This License constitutes the entire Agreement between the parties and supersedes all prior oral and written agreements or understandings entertained prior to the date hereof. This Agreement shall only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands to duplicate copies of this Agreement as of the dates set forth below.

GREATER SANDUSKY PARTNERSHIP	CITY OF HURON, OHIO		
McKenzie Spriggs, Sr. Director of Destination Management	Matthew Lasko, City Manager		
Date:	Date:		

EXHIBIT A: EVENT SITE PLAN AND DESIGNATED AREA FOR SERVICE AND CONSUMPTION OF ALCOHOLIC BEVERAGES



EXHIBIT B: ROAD CLOSURE LAYOUT



EXHIBIT C: FESTIVAL REGULATIONS

Festival Regulations

The City of Huron has adopted, and the Fire Division enforces, the latest version of the Ohio Fire Code. The following regulations are highlighted to minimize misunderstanding between Fire Division personnel and festival vendors. The Ohio Fire Code, in its entirety, and the judgment of the Authority Having Jurisdiction (The Fire Chief or Designee) will continue to be the ultimate Authority regarding public fire safety.

It shall be the responsibility of the organization hosting the event (Permit Holder) to provide this information to all vendors, and to arrange for the inspection(s) with the Fire Division. Any one of these violations or any regulation sited shall be corrected immediately or the vendor will not be allowed to open until violation(s) are corrected. Absolutely, no exceptions will be made.

- All electrical connections and / or equipment shall be in full compliance with all requirements of the National Electric Code (NFPA 70). The City of Huron Electrical Inspector shall be contacted (419-357-1006) by the Permit Holder before each event for an electrical inspection.
- All required Fire extinguishers shall be properly tagged by a qualified service
 company within the past year according to (NFPA 10) Ohio Administrative Code
 1301:7-7-45. You can locate a qualified company in the yellow pages under Fire
 Extinguishers.
- All tents, booths, trailers or canopies not occupied by the public used <u>for cooking shall have</u> at least one (1)portable fire extinguisher with a minimum 4-A:40:BC rating, or two (2)portable fire extinguishers with a minimum 2-A:10:BC rating. Vendors utilizing Deep Fryers shall have at least one Class K extinguisher with a minimum rating of 2-A:K.
- If cooking under a tent/canopy the tent <u>must have</u> a <u>permanently affixed label</u> (FM-2403.3) meeting (NFPA 701, Annex D) (NFPA 5000, Chapter 32) (NFPA 1, Chapter 25) of flame propagation.
- Fuel powered rides must have at least one (1) properly serviced & tagged extinguisher with a rating of 40:BC.

Festival Regulations

The City of Huron has adopted, and the Fire Division enforces, the latest version of the Ohio Fire Code. The following regulations are highlighted to minimize misunderstanding between Fire Division personnel and festival vendors. The Ohio Fire Code, in its entirety, and the judgment of the Authority Having Jurisdiction (The Fire Chief or Designee) will continue to be the ultimate Authority regarding public fire safety.

It shall be the responsibility of the organization hosting the event (Permit Holder) to provide this information to all vendors, and to arrange for the inspection(s) with the Fire Division. Any one of these violations or any regulation sited shall be corrected immediately or the vendor will not be allowed to open until violation(s) are corrected. Absolutely, no exceptions will be made.

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- Fuel powered rides must have at least one (1) properly serviced & tagged extinguisher with a rating of 40:BC.

EXHIBIT D - LIABILITY INSURANCE



TO: Mayor Tapp and City Council

FROM: Doug Steinwart , Operations Manager

RE: Resolution No. 25-2025 (submitted by Doug Steinwart)

DATE: March 25, 2025

Subject Matter/Background

We are requesting authorization for the purchase of a 2024 Ford Super Duty F-250 4WD XL with a Regular Cab for the Huron Parks & Recreation Department. This truck would replace the 2004 F-250 that is currently used for towing the landscape trailer. The lowest and best bid was from Mathews Ford Marion at \$51,470.00 (copy of proposal attached to the Resolution as Exhibit A). A copy of a higher bid proposal in the amount of \$53,555.00 from Valley Ford is attached hereto as Exhibit 1.

We did look into a TRAC lease with a 1% buyout after 3 years, but the cost was an additional \$3,000. Therefore, we are recommending full purchase.

The 2004 Ford F-250 would be auctioned on GovDeals.

Financial Review

The purchase of this vehicle is included in the 2025 Capital Equipment Budget. (403-3400-0000-000-55210)

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. 25-2025 is in order.

Resolution No. 25-2025 Exh 1 Valley Ford Proposal \$53,555

Resolution No. 25-2025 2024 Super Duty F-250 4WD XL Parks & Rec \$51,470 (1).doc

Resolution No. 25-2025 Exh A Mathews Ford Marion Proposal \$51,470

Prepared for: Doug Steinwart, City Of Huron

2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520



Client Proposal

Prepared by: NICK PFEIFER

Office: 440-429-6184

Email: NPFEIFER@VALLEY2.COM

Date: 02/11/2025



Office: 419-433-4404

City Of Huron

Prepared by: NICK PFEIFER

02/11/2025



Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Doug Steinwart, City Of Huron

Re: Vehicle Proposal 02/11/2025

Dear Doug,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

NICK PFEIFER
COMMERCIAL ACCOUNT MANAGER
440-429-6184
NPFEIFER@VALLEY2.COM

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City Of Huron

Prepared by: NICK PFEIFER





Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

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Pricing Summary - Single Vehicle	24
Window Sticker	25

City Of Huron

Prepared by: NICK PFEIFER

02/11/2025



2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Selected Equip & Specs

Dimensions

Conventional Capacity: 14,400 lbs.

Fifth-wheel towing capacity: 14,200 lbs. •

Front brake diameter: 14.3"

Cargo box length: 98.1"

Cargo box volume: 78.5 cu.ft.

Cargo box max width: 66.9"

Cargo box length feet: 8.0

Vehicle body width: 80.0"

Wheelbase: 142.0"

Front track: 68.3"

Cab to axle: 56.1"

Frame yield strength (psi): 50000.0

Front bumper to back of cab: 123.7"

Max interior rear cargo volume: 11.6 cu.ft.

Headroom first-row: 40.8"

Shoulder room first-row: 66.7"

Powertrain

Spark ignition system

Engine cylinders: V-8

Horsepower: 405 HP@5000 RPM

Radiator

Part-time 4WD

Recommended fuel: regular unleaded

Electronic transfer case shift

Fuel Economy and Emissions

Gasoline secondary fuel type

E85 additional fuel types

Suspension and Handling

• Firm ride suspension

Heavy-duty rear shock absorbers

Driveability

4-wheel disc brakes

4-wheel antilock (ABS) brakes

Brake assist system

Mono-beam rigid axle front suspension

Front coil springs

GCWR: 21.000 lbs.

Gooseneck towing capacity: 14,400 lbs.

Rear brake diameter: 14.3"

• Cargo box min width: 50.5"

• Pickup box depth: 21.1"

• Cargo box tailgate width: 60.5"

• Vehicle body length: 231.8"

Vehicle body height: 81.3"

· Vehicle turning radius: 23.8'

• Rear track: 67.2"

• Frame section modulus: 10.7 cu.in.

• Front bumper to front axle: 38.2"

• Interior rear cargo volume: 11.6 cu.ft.

• Total passenger volume: 64.6 cu.ft.

• Leg room first-row: 43.9"

• Hip room first-row: 62.5"

6.8L V-8 variable valve control, engine with 405HP

Injection Type: sequential MPI

• Torque: 445 lb.-ft.@4000 RPM

TorqShift 10-speed automatic

· Four-wheel drive

· All-speed ABS and driveline traction control

· Auto locking hub control

Federal emissions

Heavy-duty front shock absorbers

Front and rear ventilated disc brakes

• Four channel ABS brakes

Hill Start Assist

Front anti-roll bar

· Rigid axle rear suspension

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City Of Huron

Prepared by: NICK PFEIFER

02/11/2025



2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Selected Equip & Specs (cont'd)

- · Leaf spring rear suspension
- · Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- Dynamic Hitch Assist vehicle to trailer hitching assist
- Tough Bed spray-in pickup bed liner
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Black front bumper
- Black rear bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- Tailgate
- 17 x 7.5-inch front and rear argent steel wheels

- Hydraulic power-assist steering system
- 2-wheel steering system
- * Trailer Reverse Guidance vehicle and trailer reverse assist with visual graphic guidance only
- 2 doors
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- · Black windshield trim
- · 2 front tow hooks
- Rear bumper step
- · Black grille
- Manual extendable trailer mirrors
- · Black door mirrors
- LT245/75RS17 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Fixed rear windshield
- Illuminated locking glove box
- Illuminated glove box
- Dashboard storage
- Trip computer
- PRND in IP

- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- · Integrated side steps
- · Front beverage holders
- 6 beverage holders
- · Instrument panel covered bin
- Retained accessory power
- · Over the air updates

Comfort

- Manual climate control
- Cloth headliner material
- Full vinyl floor covering
- Urethane steering wheel
- Manual telescopic steering wheel

- · Cabin air filter
- · Full headliner coverage
- Full floor coverage
- · Manual tilting steering wheel

Seats and Trim

Seating capacity: 3

• 40-20-40 split-bench front seat

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City Of Huron

Prepared by: NICK PFEIFER

02/11/2025



2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Selected Equip & Specs (cont'd)

- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Oil pressure gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- AutoLamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- * Cab clearance lights
- Remote activated perimeter approach lighting
- Pickup box cargo light

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring

- Front passenger seat with 4-way directional controls
- · Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- · Manual driver seat lumbar
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 4
- SYNC 4 voice activated audio controls
- · Bluetooth wireless audio streaming
- · Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- · Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- * Auto High Beam auto high-beam headlights
- · Variable intermittent front windshield wipers
- · Front reading lights
- Daytime running lights
- · High mounted center stop light
- · Fade interior courtesy lights
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access

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City Of Huron

Prepared by: NICK PFEIFER

02/11/2025

Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Selected Equip & Specs (cont'd)

- FordPass Connect 5G mobile hotspot internet access
- · 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first-row overhead
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- **BLIS with Trailer Tow Coverage blind spot** warning
- **Cross-Traffic Alert collision mitigation**
- * Right side camera
- Left side camera

General Weights

- 360 Degree Camera (90-day free trial) aerial view camera
- Rear parking sensors

- Seat mounted side impact driver airbag
- · Cancellable front passenger air bag
- · 6 airbags
- · SecuriLock immobilizer
- · Remote panic alarm
- * Pre-Collision Assist with Automatic Emergency **Braking (AEB) forward collision mitigation**
- * Front mounted camera
- * Pickup box camera

Axle capacity rear

- Rear mounted camera
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Departure angle 21.6

Dimensions

Corrorar Worging			
Curb weight	6,148 lbs.	Rear curb weight	2,517 lbs.
GVWR	10,000 lbs.	Payload	3,814 lbs.
Trailering Weights			
Fifth-wheel towing capacity	14,200 lbs.	Gooseneck towing capacity	14,400 lbs.

Conventional capacity	14,400 lbs.	GCWR	21,000 lbs.
Front Weights			
Front curb weight	3,631 lbs.	* GAWR front	5,990 lbs.
Axle capacity front	6,000 lbs.	* Spring rating front	5,990 lbs.
Tire/wheel capacity front	6,390 lbs.		
Rear Weights			

GAWR rear

0

e/ (With Toda)		7 Mio dapadity roai	
Spring rating rear	6,340 lbs.	Tire/wheel capacity rear	6,390 lbs.
Off Road			
Min ground clearance	8.5"	Loading floor height	37.6 "

6 340 lbs

Exterior Measurements

Approach angle 17.2

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7

7 280 lbs

City Of Huron

Prepared by: NICK PFEIFER





2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Price Level: 520	
Selected Equip & Specs (cont'd) Vehicle body length 231.8" Vehicle body height 81.3" Front brake diameter 14.3" Rear brake diameter 14.3" Cargo box volume 78.5 cu.ft. Cargo box max width 66.9" Cargo box length feet 8.0 Rear track 67.2" Cab to axle 56.1" Frame yield strength (psi) 50000.0 Front bumper to back of cab 123.7" Interior Measurements	Vehicle body width80.0"Wheelbase142.0"Cargo box length98.1"Cargo box min width50.5"Pickup box depth21.1"Cargo box tailgate width60.5"Front track68.3"Vehicle turning radius23.8'Frame section modulus10.7 cu.in.Front bumper to front axle38.2"
Interior rear cargo volume	Max interior rear cargo volume
Interior Volume	
Total passenger volume 64.6 cu.ft.	
Headroom	
Headroom first-row 40.8"	
Legroom	
Leg room first-row 43.9"	
Shoulder Room	
Shoulder room first-row 66.7"	
Hip Room	
Hip room first-row 62.5"	
Powertrain	
Engine	
Engine6.8L V-8 variable valve control, engine with 405HP	Valves per cylinder 2
Engine cylinders V-8 Engine location Front mounted engine Engine mounting direction Longitudinal mounted engine Cylinder head material Aluminum cylinder head	Injection type sequential MPI Ignition Spark ignition system Engine block material Iron engine block
Engine Specs	

Engine Power

Displacement 6.8L

Compression ratio 10.8

4.22"

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8

cc 415 cu.in.

SAEJ1349 AUG2004 compliant

Stroke

City Of Huron

Prepared by: NICK PFEIFER







Price Level: 520

elected Equip & Specs (cont'd) Horsepower 405 HP@5000 RPM	Torque 445 lbft.@4000 RPM
Alternator	
* Alternator amps 190A	* Alternator type Heavy-duty alternator
Battery	
Battery amps 68Ah Battery rating 750CCA	Battery type HD lead acid battery Battery run down protection Battery run dowr protection
Engine Extras	
Radiator	
Transmission	
Transmission	Transmission electronic control Transmission electronic control
Overdrive transmission First gear ratio 4.696 Third gear ratio 2.146 Fifth gear ratio 1.52 Reverse gear ratio 4.866 Eighth gear ratio 0.854 Tenth gear ratio 0.636 Selectable mode transmission Selectable mode transmission Transmission oil cooler Transmission oil cooler	Lock-up transmission Second gear ratio Second gear ratio Fourth gear ratio Sixth gear ratio Seventh gear ratio Ninth gear ratio Stall ratio Sequential shift control SelectShift Sequential shift control
Drive Type 4WD type Part-time 4WD	Drive type Four-wheel drive
Drivetrain	· ·
Axle ratio	
Exhaust	
Tailpipe Stainless steel single exhaust	
Fuel	
Fuel type regular unleaded	
Fuel Tank	
Fuel tank capacity 34.00 gal.	
Drive Feature	
Traction control All-speed ABS and driveline traction control Transfer case Electronic transfer case shift	Locking hub control Auto locking hub control
Provisions	

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City Of Huron

Prepared by: NICK PFEIFER

02/11/2025



2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Selected Equip & Specs (cont'd)

* Provisions Snow plow provisions

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Emissions

Emissions Federal emissions

Fuel Economy (Alternate 1)

Additional fuel types E85 additional fuel types

Rear shock absorbers Heavy-duty rear shock

Suspension and Handling

Suspension

Suspension Firm ride suspension Front shock absorbers Heavy-duty front shock

absorbers

absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes Ventilated brakes Front and rear ventilated disc

brakes

ABS brakes Four channel ABS brakes ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill Start Assist Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar Suspension ride type front Mono-beam rigid axle front

suspension

Front Spring

* HD front springs Heavy-duty front springs Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs Rear springs Heavy-duty rear springs

Rear Suspension

Suspension type rear. Leaf spring rear suspension Suspension ride type rear. Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system Steering type Re-circulating ball steering

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City Of Huron

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02/11/2025



2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Selected Equip & Specs (cont'd)

Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels	
Front wheels diameter	Front wheels width 7.5"
Rear Wheels	
Rear wheels diameter 17"	Rear wheels width 7.5"
Front And Rear Wheels	
Appearance argent	Material steel
Front Tires	
Aspect	Diameter17"
Sidewalls BSW	Speed S
Tread AS	TypeLT
Width 245mm	Front wheel - RPM 649
Rear Tires	
Aspect 75	Diameter
Sidewalls BSW	Speed S
Tread AS	TypeLT
Width	Rear wheel - RPM 649

Body Exterior

Trailering

Towing capability	Trailer towing capability	Towing class	Class V tow rating
Towing hitch	Trailer hitch	Towing wiring harness	Trailer wiring harness
Towing trailer sway	Trailer sway control	* Vehicle and trailer revers	se assist Trailer Reverse

* venicle and trailer reverse assist ... I railer Reverse
Guidance vehicle and trailer reverse assist with
visual graphic guidance only

Exterior Features

Box style	Standard style pickup box	* Bed liner	Tough Bed spray-in pickup bed liner
Number of doors	2 doors		

Body

Body panels. Aluminum body panels with side impact beams

Mirrors

Convex spotter	Convex spotter in driver and	Turn signal in door mirrors	Turn signal indicator in
passenger side door mi	rrors	door mirrors	

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City Of Huron

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02/11/2025



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2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Spare Tire

Spare tire Full-size spare tire with steel wheel Spare tire location Crank-down spare tire

Tires

Front tires LT load rating E Rear tires LT load rating E

Wheels

Wheel covers Wheel hub covers

Convenience

Door Locks

Door locks Power door locks with 2 stage unlocking Keyfob door locks Keyfob activated door locks All-in-one key All-in-one remote fob and ignition key Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Tailgate control Power tailgate/rear door lock

Kev Fob Controls

Fob remote vehicle controls FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors Folding door mirrors Manual folding door mirrors Heated door mirrors Heated driver and passenger

side door mirrors Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Pickup Box

Boxside steps Integrated side steps

Rear Windshield

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Prepared by: NICK PFEIFER

02/11/2025



2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Selected Equ	& qiu	Specs	(cont'd)
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Rear windshield Fixed rear windshield

Storage

Number of beverage holders 6 beverage holders Glove box Illuminated locking glove box Instrument panel storage Instrument panel covered

Beverage holders Front beverage holders Illuminated glove box Illuminated glove box Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger onetouch up windows

One-touch down window Driver and passenger onetouch down windows

Miscellaneous

Trip computer Trip computer Accessory power Retained accessory power PRND in IP PRND in IP Over the air updates Over the air updates

Comfort

Climate Control

Climate control Manual climate control

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

Steering wheel telescopic Manual telescopic steering wheel

Seats and Trim

Seat Capacity

Seating capacity 3

Front Seats

Front seat type Split-bench front seat

Driver seat direction Driver seat with 4-way directional

Driver seat fore/aft control. Manual driver seat fore/aft

control

Passenger seat direction Front passenger seat with 4way directional controls

Split front seats 40-20-40 split-bench front seat

Reclining passenger seat Manual reclining passenger

Passenger seat fore/aft control Manual passenger

Front head restraints Height adjustable front seat

seat fore/aft control

head restraints

seat

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Price Level: 520

Front head restraint control Manual front seat head

restraint control

Armrests front storage Front seat armrest storage

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Vinyl front seatback

Armrests front center Front seat center armrest

Reclining driver seat Manual reclining driver seat

upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen

display

Primary display size 8 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

External memory SYNC 4 external memory control

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 4

Audio Features

Steering mounted audio control Steering wheel

mounted audio controls

Voice activated audio SYNC 4 voice activated audio

controls

Speed sensitive volume Speed sensitive volume

Wireless streaming Bluetooth wireless audio

streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital/analog instrumentation

display

Configurable instrumentation gauges — Configurable instrumentation gauges

Instrumentation Displays

Temperature display Exterior temperature display Clock In-radio display clock

Driver information center Driver information center

Compass Compass

City Of Huron

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2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Selected Equip & Specs (cont'd)

Instrumentation Ga

Tachometer Tachometer	Oil pressure gauge Oil pressure gauge
Transmission temperature gauge Transmission fluid	Engine/electric motor temperature
temperature gauge	gauge Engine/electric motor temperature gauge
Gauge cluster display size (inches) 4.20	Engine hour meter Engine hour meter

Instrumentation Warnings

Engine temperature warning Engine temperature	Oil pressure warning Oil pressure warning
warning	
Low fuel warning Low fuel warning	Low brake fluid warning Low brake fluid warning
Battery charge warning Battery charge warning	Headlights on reminder Headlights on reminder
Key in vehicle warning Key in vehicle warning	Door ajar warning Door ajar warning
Service interval warning Service interval indicator	Low tire pressure warning Tire specific low air
	pressure warning

Glass

Tinted windows	Light tinted windows
----------------	----------------------

Headlights

Headlights Haloge	n headlights Headlight type	Reflector headlights
Auto headlights AutoLamp auto on/	off headlight Multiple headligh	nts Multiple enclosed headlights
control		
Delay off headlights Delay-o	ff headlights * Auto high-bean	n headlights. Auto High Beam auto

high-beam headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry	Illuminated entry	Variable panel light	Variable instrument panel light
Front reading lights	Front reading lights		

Lights

Running lights	Daytime running lights	Interior courtesy lights Fade i	nterior courtesy lights
* Clearance lights	Cab clearance lights	High mount stop light. High mou	unted center stop light
Pickup box cargo light	Pickup box cargo light	Perimeter approach lighting	Remote activated
		perimeter approach lighting	

Technology and Telematics

Connectivity

Handsfree	SYNC 4 handsfree wireless device	Smart device integration	Smart device wireless
connectivity		mirroring	

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City Of Huron

Prepared by: NICK PFEIFER

02/11/2025

Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Selected Equip & Specs (cont'd)

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag Front impact airbag passenger Cancellable front passenger air bag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Seatbelts

Height adjustable seatbelts Front height adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer
Security system Ford Security Package (1-year included with activation) security system

Active Driving Assistance

- * Blind spot BLIS with Trailer Tow Coverage blind spot warning
- * Rear collision warning Cross-Traffic Alert collision mitigation
- * Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Remote panic alarm Remote panic alarm

Number of airbags 6 airbags

Front side impact airbag driver Seat mounted side

Overhead airbags Safety Canopy System curtain first-

impact driver airbag

row overhead airbags

Cameras

- * Camera 360 Degree Camera (90-day free trial) aerial view camera
- * Left camera Left side camera

Rear camera Rear mounted camera

* Front camera Front mounted camera

* Right camera Right side camera

* Pickup box camera Pickup box camera

Traction Control

Electronic stability control AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

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Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Selected Equip & Specs (cont'd)

Parking Sensors

* Parking sensors Rear parking sensors

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City Of Huron

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02/11/2025



Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

As Configured Vehicle

Code **Description MSRP**

Base Vehicle

\$48,090.00 F₂B Base Vehicle Price (F2B)

Packages

N/C 600A Order Code 600A

Includes:

- Engine: 6.8L 2V DEVCT NA PFI V8 Gas

- Transmission: TorqShift-G 10-Speed Automatic

Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-

- 3.73 Axle Ratio

- GVWR: 10,000 lb Payload Package

- Tires: LT245/75Rx17E BSW A/S

Spare may not be the same as road tire.

- Wheels: 17" Argent Painted Steel

Includes painted hub covers/center ornaments.

- HD Vinyl 40/20/40 Split Bench Seat

Includes center armrest, cupholder, storage and driver's side manual lumbar.

- Radio: AM/FM Stereo w/MP3 Player

Includes 4 speakers.

- SYNC 4

Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.

Powertrain

Included 99A Engine: 6.8L 2V DEVCT NA PFI V8

Included 44F Transmission: TorqShift-G 10-Speed

Automatic

Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.

Included X37 3.73 Axle Ratio

Included **STDGV** GVWR: 10,000 lb Payload Package

Wheels & Tires

Included TD8 Tires: LT245/75Rx17E BSW A/S

Spare may not be the same as road tire.

Included 64A Wheels: 17" Argent Painted Steel

Includes painted hub covers/center ornaments.

Seats & Seat Trim

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City Of Huron

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02/11/2025



MSRP

Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

As Configured Vehicle	(conta)
Code	Description

A HD Vinyl 40/20/40 Split Bench Seat Included

Includes center armrest, cupholder, storage and driver's side manual lumbar.

Other Options

142WB 142" Wheelbase STD

PAINT Monotone Paint Application STD

STDRD Radio: AM/FM Stereo w/MP3 Player Included

Includes 4 speakers.

Includes:

- SYNC 4

Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.

Snow Plow Prep Package \$250.00

Includes computer selected springs for snowplow application. Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow. Note 3: Dual battery (86M) recommended with 6.8L or 7.3L gasoline engines; see body builders layout book for details.

Includes:

- 190 Amp Alternator

874 360-Degree Camera Package \$1,150.00

Includes wired auxiliary trailer camera compatibility.

Includes:

- 360-Degree Camera

Includes picture in picture capability.

- BLIS w/Cross-Traffic Alert Includes trailer coverage.

- LED Center High-Mounted Stop Lamp (CHMSL) Camera Includes LED center high-mounted stop lamp (CHMSL).

 Rear Parking Sensors Includes reverse brake assist.

96D XL Driver Assist Package \$730.00

Includes:

- Automatic High Beam

- Pre-Collision Assist

Includes Automatic Emergency Braking (AEB) and forward collision warning.

67D 190 Amp Alternator Included

592 LED Roof Clearance Lights \$95.00

85S Tough Bed Spray-In Bedliner \$595.00

Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.

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As Configured Vehicle (cont'd)

City Of Huron

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02/11/2025



Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Code	Description	MSRP
91G	Amber-Wht 360 Deg LED Warn Strobes (Pre-Installed)	\$650.00
Fleet Options	Includes dual beacon.	
WARANT	Fleet Customer Powertrain Limited Warranty	N/C
	Requires valid FIN code.	
	Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-y Only Fleet purchasers with a valid Fleet Identification Number (FIN code) warranty. When the sale is entered into the sales reporting system with a sa valid FIN code, the warranty extension will automatically be added to the will stay with the vehicle even if it is subsequently sold to a non-fleet custor This extension applies to both gas and diesel powertrains. Dealers can che extension on eligible fleet vehicles in OASIS. Please refer to the Warranty section 3.13.00 Gas Engine Commercial Warranty. This change will also be Warranty Guided distributed with the purchase of every new vehicle.	vill receive the extended ales type fleet along with vehicle. The extension mer before the expiration. sck for the warranty and Policy Manual
Emissions		
425	50-State Emissions System	STD

Interior Color

SUBTOTAL

Destination Charge

Z1_01

Exterior Color

AS_03	Medium Dark Slate w/HD Vinyl	N/C
	40/20/40 Split Bench Seat	

Oxford White

TOTAL	\$53,555.00

20

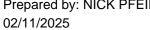
N/C

\$51,560.00

\$1,995.00

City Of Huron

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Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Warranty

Standard Warranty

Basic Warranty	
Basic warranty	36 months/36,000 miles
Powertrain Warranty	
Powertrain warranty	60 months/60,000 miles
Corrosion Perforation	
Corrosion perforation warranty	60 months/unlimited
Roadside Assistance Warranty	
Roadside warranty	60 months/60,000 miles

City Of Huron

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02/11/2025



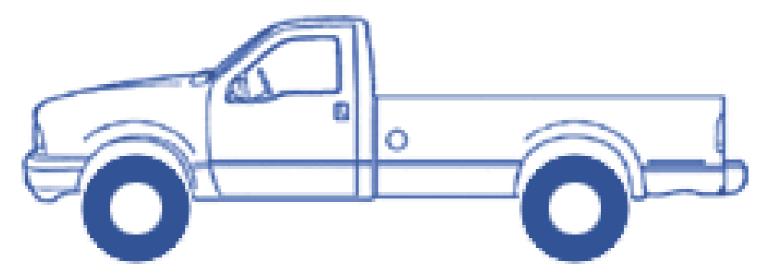
Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



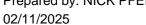
Light Duty

GVWR	10,000 lbs	
GVW	Totals	
1 Payload - (Added Equipment)	0 lbs	
Occupants Weight	450 lbs	
Curb Weight (as configured)	6,148 lbs	
TOTAL	6,598 lbs	

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2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

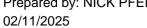
Vehicle Dimension and Performance Summary (cont'd)

Payload 3,814 lbs
Useable Payload 3,364 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

City Of Huron

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Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	\$48,090.00
Options	\$3,470.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Total	\$53,555.00
Customer Signature	Acceptance Date

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02/11/2025



Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520		
Major Equipment		As Configured Vehicle MSRP
(Based on selected options, shown at right) TorqShift 10-speed automatic	Exterior: Oxford White Interior: Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	STANDARD VEHICLE PRICE \$48,090.00 Order Code 600A N/C Engine: 6.8L 2V DEVCT NA PFI V8 Gas Included
 * 17 x 7.5-inch front and rear argent steel wheels * LT245/75RS17 AS BSW front and rear tires * Overdrive transmission * Transmission electronic control 	 * Class V tow rating * Front tires LT load rating: E * Lock-up transmission * Alternator Amps: 190A 	Transmission: TorqShift-G 10-Speed Automatic Included 3.73 Axle Ratio Included GVWR: 10,000 lb Payload Package Included
 * Stainless steel single exhaust * Battery rating: 750CCA * Battery run down protection * Fuel tank capacity: 34.00 gal. 	 * All-speed ABS and driveline traction control * HD lead acid battery * Injection Type: sequential MPI * Steering wheel mounted audio controls 	Tires: LT245/75Rx17E BSW A/S Included Wheels: 17" Argent Painted Steel Included HD Vinyl 40/20/40 Split Bench Seat Included
 * Bluetooth wireless audio streaming * AM/FM stereo radio * Seek scan * Vehicle body length: 231.8" * Cab to axle: 56.1" 	 * 8 inch primary display * AM/FM * SYNC 4 external memory control * Wheelbase: 142.0" * Axle capacity rear: 7,280 lbs. 	142" Wheelbase STD Monotone Paint Application STD Radio: AM/FM Stereo w/MP3 Player Included Fleet Customer Powertrain Limited Warranty N/C
 * Tire/wheel capacity rear: 6,390 lbs. * Spring rating front: 5,990 lbs. * Trip computer * Heated driver and passenger side door mirrors * DRL preference setting * Light tinted windows * Manual climate control 	* Axle capacity front: 6,000 lbs. * Firm ride suspension * Power door mirrors * Manual folding door mirrors * Daytime running lights * Variable intermittent front windshield wipers * Driver front impact airbag	50-State Emissions System STD SYNC 4 Included Oxford White N/C Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat N/C Snow Plow Prep Package \$250.00 190 Amp Alternator Included

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City Of Huron

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02/11/2025



Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2025 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 520

Major Equipment

- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- * 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Front seat center armrest
- * Manual reclining driver seat
- * Manual reclining passenger seat
- * Vinyl front seat upholstery
- * Manual driver seat lumbar
- * 4-wheel antilock (ABS) brakes
- * Hill Start Assist

- * Cancellable front passenger air bag
- * 6 airbags
- * SecuriLock immobilizer
- * Driver seat with 4-way directional controls
- * Height adjustable front seat head restraints
- * Split-bench front seat
- * Front seat armrest storage
- * Manual driver seat fore/aft control
- * Manual passenger seat fore/aft control
- Vinyl front seatback upholstery
- * 4-wheel disc brakes
- * Brake assist system

As Configured Vehicle	MSRP
360-Degree Camera Package	\$1,150.00
XL Driver Assist Package	\$730.00
Automatic High Beam	Included
Pre-Collision Assist	Included
360-Degree Camera	Included
BLIS w/Cross-Traffic Alert	Included
LED Center High-Mounted Stop Lamp (CHMSL) Camera	Included
Rear Parking Sensors	Included
LED Roof Clearance Lights	\$95.00
Tough Bed Spray-In Bedliner	\$595.00
Amber-Wht 360 Deg LED Warn Strobes (Pre- Installed)	\$650.00
SUBTOTAL	\$51,560.00
Destination Charge	\$1,995.00

TOTAL

Fuel Economy





Hwy N/A

26

\$53.555.00

RESOLUTION NO. 25-2025 Introduced by: Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE HURON PARKS & RECREATION DEPARTMENT, TO ENTER INTO AN AGREEMENT WITH MATHEWS FORD MARION FOR THE PURCHASE OF A 2024 FORD SUPER DUTY F-250 4WL XL VEHICLE IN AN AMOUNT NOT TO EXCEED FIFTY-ONE THOUSAND FOUR HUNDRED SEVENTY AND XX/100 DOLLARS (\$51,470.00)

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

<u>SECTION 1.</u> That the Council of the City of Huron authorizes and directs the City Manager, on behalf of the Huron Parks & Recreation Department, to enter into an agreement with Mathews Ford Marion for the purchase of a new truck, specifically, a 2024 Ford Super Duty F-250 4WD XL, as further described in Exhibit "A" attached hereto, in an amount not to exceed Fifty-One Thousand Four Hundred Seventy and xx/100 Dollars (\$51,470.00).

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

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

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



Mathews Ford Marion 1155 Delaware Avenue Marion, OH 43302 (740) 387-3673

STOCK	(
	22954	
DOB		(10)
	03/03/2025	
SSN		

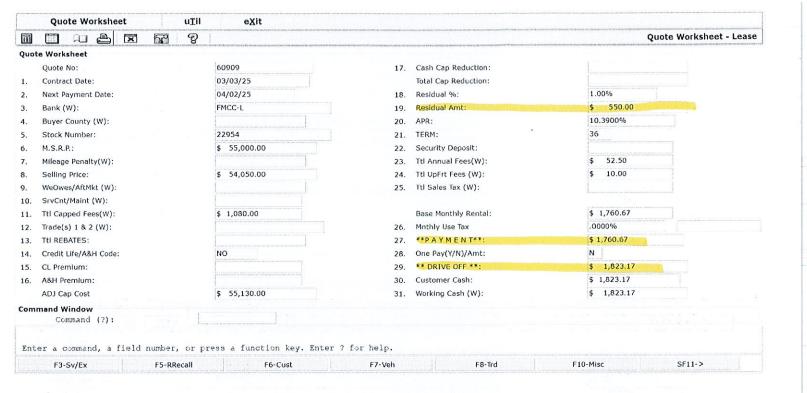
TY HURD COUNTY Erie STATE OH ZIP 44839 SALESPERSON NOISH CIGHTAIT TER MY ORDER FOR: Y NEW USED CAR TRUCK DEMONSTRATOR FACTORY OFF. CAR RETAL VEHICLE AS FOLLOWS: MAKE OZ4 FORD STORM SUPER DUTY F-250 SF 4WD Standard PI OXford White XL 4WD Reg Cab 8' TO BE DELIVERED ON OR ABOUT STOCK NO REMARKS: CASH PRICE OF VEHICLE SEQUITY: Aftermarkets DOT STROBE PACKAGE STORM	STATE OH ZIP 44839 SALESPERSON No No Glerhart	PURCHASER'S NAME	City C	Of Hur	on			1	DEAL #	DATE 03/	03/2025	
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TETBEZBAXREE44141 TETBEZBAXREE44141 TETBEZBAXREE44141 CASH PRICE OF VEHICLE \$52,270.00 Aftermarkets DOT STROBE PACKAGE \$1,780.00 NO DRILL MOUNT MINI LIGHT BAR 2 STOBES FRON TGRILL DEPOSIT RECEIPT: ealer hereby acknowledges coeipt of the sum of \$ a a eposit/Partial Payment for the shicle described above. If this except if for a Deposit, Dealer will frain from selling the described browledges will from selling the described browledge for days. This eposit/Partial Payment Is NOT refundable, subject to the sollowing conditions:	FTBEZBAXREE44141					Super [Outy F-250	SF 4WD	Standard P	i Oxford White	XL 4\	THE REAL PROPERTY AND ADDRESS OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN
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Mathews Ford Marion 1155 Delaware Avenue Marion, OH 43302 (740) 387-3673

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36 MONTHS TRAK COASE WITH 1060 BUTOUT AT THE END

PAYMENT # 1,760.67
DUE AT SIGNANG # 1,823, 17
RESIDUAL BUTOUT # 550.00



TO: Mayor Tapp and City Council

FROM: Matthew Lasko

RE: Resolution No. 26-2025 (submitted by Matt Lasko)

DATE: March 25, 2025

Subject Matter/Background

This resolution authorizes the recommendations of the Tax Incentive Review Council (TIRC) relating to the City' enterprise zone agreements, tax increment financing agreements and community reinvestment area agreements. This annual legislation is required by O.R.C. Section 5709.85(C)(1) with the TIRC required by law to mak recommendations to the City Council concerning the disposition of agreements in effect for the prior year. Minutes from the TIRC meeting are attached to Exhibit A of the legislation. The TIRC recommended continuatio of all existing tax incentives. The TIRC recommendations and meeting minutes are attached to the legislation as Exhibit A.

Financial Review

The TIRC recommended continuation of all existing tax incentives.

Legal Review

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

Recommendation

If Council is in agreement, a motion to adopt Resolution No. 26-2025 is in order.

Resolution No. 26-2025 TIRC Recommendations.docx TIRC Recommendation Letter to Council Huron TIRC Minutes 031225.doc

RESOLUTION NO. 26-2025 Introduced by Joel Hagy

A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE ERIE COUNTY TAX INCENTIVE REVIEW COUNCIL RELATING TO ENTERPRISE ZONE AGREEMENTS AND COMMUNITY REINVESTMENT AREA AGREEMENTS.

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

<u>SECTION 1:</u> That this Council hereby accepts the report and recommendations of the Erie County Tax Incentive Review Council as set forth in Exhibit "A" attached hereto and made a part hereof by reference.

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

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

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

RICHARD H. JEFFREY

ERIECOUNTY AUDITOR

247 Columbus Avenue, Suite 210, Sandusky, Ohio 44870-2635 (419) 627-7746 ecao.@eriecounty.oh.gov

March 20, 2025

Huron City Council City of Huron, Ohio 417 Main Street Huron, Ohio 44839

Re: Recommendations of the Tax Incentive Review Council to Huron City Council.

The City of Huron's Tax Incentive Review Council (TIRC) met on March 12, 2025 to review the city's Tax Increment Financing Agreement, Community Reinvestment Area and Enterprise Zone abatements that are currently in effect.

This annual review is required by Ohio Revised Code Section 5709.85 (C)(1) with the TIRC required by law to make recommendations to City Council concerning the disposition of agreements in effect for the prior year. Reviews conducted in 2025 judge performance for the prior year and therefore recommendations regarding these agreements apply to the calendar year ending December 31, 2024.

Under Section 5709.85(E)(F) of the Ohio Revised Code, City Council must hold a meeting within sixty days of receipt of the TIRC's recommendations and may vote to accept, reject or modify all or any portion of these recommendations.

After City Council acts and approves appropriate legislation regarding the TIRC recommendations, the City's recommendations and legislation must be forwarded to the Erie County Commissioners for their consideration and appropriate legislation.

Draft minutes of the TIRC meeting are attached for your review. The following projects with active tax incentives within the City of Huron were recommended to be **continued**:

- 1. HURON PODIATRY/ANGTIN, LLC CRA (DR. LESNAK)
- 2. HUMANETICS INNOVATIVE SOLUTIONS, INC (DENTON) CRA
- 3. YELLOW DOG LTD. (DBA STRIDE MOBILITY) CRA

- 4. BRECKENRIDGE/CENTRAL OHIO PAPER AND PACKAGING, INC. CRA
- 5. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC CRA (Boat Storage)
- 6. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC CRA (Showroom)
- 7. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC CRA (Heated Storage)
- 8. CLDH PROPERTIES, LTD/LABEL AIDE, INC. CRA
- 9. ARDAGH METAL BEVERAGE USA INC CRA
- 10. SUNSPORT PROPERTIES, LLC DBA BUCKEYE SPORTS CENTER EZ
- 11. RYE BEACH TIF
- 12. SAWMILL TIF

It should be noted, since the ConAgra TIF has not been approved by your council yet, no recommendations were made. Huron City Schools did issue a statement indicating that they are against the approval of the TIF agreement.

Please feel free to contact the undersigned with any questions regarding these recommendations.

Sincerely,

Richard Jeffrey

Erie County Auditor

Chairman of the Tax Incentive Review Council

Attachment: Draft Minutes of the 3/12/2025 TIRC meeting

CC: Matt Lasko, Huron City Manager

Tim King, Erie County Enterprise Zone Manager

CITY OF HURON, OHIO TAX INCENTIVE REVIEW COUNCIL MINUTES OF THE MARCH 12, 2025 MEETING

The Tax Incentive Review Council for the City of Huron, Ohio met on Wednesday, March 12, 2025 in the 3rd floor Commission Chambers, 247 Columbus Avenue, Sandusky Ohio. The following Council members were in attendance:

- Rick Jeffrey, Auditor, Erie County (Chair)
- Gary Lickfelt, Assistant Prosecutor, Erie County
- Hank Solowiej, Administrator, Erie County
- Matt Lasko, City Manager, City of Huron
- Tim King, Director, Erie County Regional Planning
- Mike Limberios, Treasurer, Huron City School District

Also in attendance were:

- James Tatman, Superintendent, Huron City School District
- Caleb Stidham, Erie County Treasurer
- Monty Tapp, Huron City Council Mayor
- Stu Hamilton, Huron City Director of Services
- John Rogers, Toni Fritz & Heather Walters, Erie County Auditor's Office
- Zach Rospert, Erie County Regional Planning

Chairman R. Jeffrey called the meeting to order at 2:03 P.M. with the following items reported on or discussed:

1. MINUTES OF THE MARCH 6, 2024 MEETING:

The minutes of the March 6, 2024 meeting were reviewed. On a motion by G. Lickfelt, and second by M. Limberios, the minutes were unanimously approved as presented.

2. APPOINTMENT OF A VICE-CHAIRMAN:

R. Jeffrey requested the appointment of a Vice-Chairman. H. Solowiej made a motion to appoint G. Lickfelt as Vice-Chairman. T. King seconded the motion, which was unanimously approved.

COMMUNITY REINVESTMENT AREAS

3. ANGTIN, LLC/HURON PODIATRY (In CRA #1):

Z. Rospert informed the Council that this 15-year, 100% abatement, with a 25% gift back to the Huron Local Schools will run from 2015 - 2029. The agreement called to create two new jobs in the first 36 months. As of 12/31/2024 they created five jobs.

M. Lasko made a motion to continue the abatement. H. Solowiej seconded the motion, which was unanimously approved.

4. HUMANETICS INNOVATIVE SOLUTIONS, INC (DENTON) (In CRA #1):

- Z. Rospert informed the Council that this is an active 15-year, 100% abatement with a 25% gift back to Huron Local Schools which will run from 2010 2024, making this the last year to discuss the abatement. Z. Rospert noted that the 139 jobs held on 12/31/24 exceeded the goal of 80.
- T. King made the motion to continue the abatement. M. Lasko seconded the motion, which was

unanimously approved.

5. YELLOW DOG LTD. (DBA STRIDE MOBILITY) (IN CRA 1)

Z. Rospert informed the Council this abatement will run from 2022-2036. The terms call for a 75% abatement in years 1-5, 50% in years 6-10, and 25% in years 11-15. The company committed to create five jobs, and on 12/31/24 they created 11.

G. Lickfelt made the motion to continue the Yellow Dog LTD abatement. M. Limberios seconded the motion, which was unanimously approved.

6. BRECKENRIDGE/CENTRAL OHIO PAPER AND PACKAGING, INC. (IN CRA 1)

Z. Rospert informed the Council that this 15 year, 100% abatement with 25% gift back to the schools runs from 2015 until 2029. As of 12/31/24 they had 24 employees, which is short of their goal of 28. M. Lasko indicated they have been a good community partner and did a nice job developing the property, and would like to see the abatement continued.

M. Lasko made a motion to continue the Breckenridge/Central Ohio Paper and Packaging abatement. G. Lickfelt seconded the motion, which was unanimously approved.

7. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC-BOAT STORAGE (CRA 1)

Z. Rospert informed the Council that this 15 year, 100% with 25% gift back will run from 2016 until 2030. The agreement called for the creation of five jobs. As of 12/31/24 they have created 8 new jobs.

M. Lasko made a motion to continue the South Shore Marine/Three Seasons Partners, LLC Boat Storage abatement. T. King seconded the motion, which was unanimously approved.

8. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC - SHOWROOM (CRA 1)

Z. Rospert informed the Council that this 15 year, 100% with 25% gift back to the schools runs from 2018-2032. The agreement called for the creation of 3 jobs within the first 3 years. As of 12/31/24 they have created those 3 jobs.

G. Lickfelt made a motion to continue the South Shore Marine/Three Seasons Partners, LLC Showroom abatement. M. Limberios seconded the motion, which was unanimously approved.

9. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC – HEATED STORAGE (CRA 1)

Z. Rospert informed the Council that this 15 year, 100% abatement was approved in 2022 for a 24,000 square foot heated storage facility. The agreement has compensation agreements with Huron City School District and EHOVE Joint Vocational School District to pay such school districts the amount they would have received from real property taxes, but for the abatement. This abatement will run from 2023-2037. They committed to create four jobs within the first two years. At 48 total employees, they are 11 short of their goal. M. Lasko indicated they exceeded their goal last year, so suggested not holding one bad year against them.

M. Lasko made a motion to continue the South Shore Marine/Three Seasons Partners, LLC Heated Storage abatement. T. King seconded the motion, which was unanimously approved.

10. CLDH PROPERTIES, LTD/LABEL AIDE, INC (CRA 1)

Z. Rospert informed the Council that this 15 year, 100% with 50% gift back to the schools will run from 2017-2031. The company committed to create 8 jobs. With 47 employees on 12/31/2024, they have exceeded their job creation goal.

M. Lasko made a motion to continue the CLDH Properties, LTD/Label Aide, Inc. abatement. G. Lickfelt seconded the motion, which was unanimously approved.

11. ARDAGH METAL BEVERAGE USA INC. (IN CRA 1)

Z. Rospert informed the council that this 15 year, 100% abatement where both Huron City School and EHOVE will be made whole in connection with the exemption granted, was approved in 2022The abatement will run from 2023-2037. They committed to create 211 jobs, and on 12/31/2024 they created 324, and increase of 72 from last year.

H. Solowiej made a motion to continue the Ardagh Metal Beverage USA Inc abatement. T. King seconded the motion, which was unanimously approved.

12. SUNSPORT PROPERTIES, LLC DBA BUCKEYE SPORTS CENTER (ENTERPRISE ZONE)

Z. Rospert informed the Council that this 15 year, 100% abatement was approved in 2022 for a 32,000 square foot marine sales, service and storage facility. The agreement has compensation agreements with Huron City School District and EHOVE Joint Vocational School District to pay such school districts the amount they would have received from real property taxes, but for the abatement. The abatement will run from 2023-2037. They committed to create 11 Full-Time jobs and 3 Part-Time jobs within the first three years, and on 12/31/2024 they created 11 Full-Time equivalent jobs.

M. Limberios made a motion to continue the Sunsport Properties, LLC abatement. M. Lasko seconded the motion, which was unanimously approved.

TAX INCREMENT FINANCING AREAS

13. Rve Beach TIF

M. Lasko indicated the Rye Beach TIF is currently generating \$30,000-\$40,000 per year, but the city will see an increase in revenue as the abatements expire in the corporate park. This is a Non-School TIF. Storm water improvements have been completed using the funds, so the current fund balance is approximately \$55,000. M. Lasko further explained that, since this is a parcel TIF, each new development will contribute to the TIF for 30 years.

14. Sawmill TIF

M. Lasko indicated the Sawmill TIF was approved in 2022, with both private and public funds. Compensation agreements of 25% of the Service Payment will be due to Huron City Schools & 1.5% of the Service Payment will be due to EHOVE. After these payments, the City nets \$312,500 per year to retire the bonds, and used funds for Oyster Park and the State Route 6 reconstruction project. The current fund balance is approximately \$28,000.

15. ConAgra TIF

M. Lasko indicated the ConAgra TIF legislation has not been sent to the state yet, as Huron City Council action is expected in April or May of 2025. Huron City Schools Treasurer Mike Limberios issued a statement indicating that Huron City Schools are against the approval of the TIF agreement.

16. ADJOURNMENT:

With no further business to conduct, on a motion by H. Solowiej and second by T. King, all voted in favor of adjournment at 2:24 P.M.

zjr 03/19/25



TO: Mayor Tapp and City Council

FROM: Todd Schrader

RE: Ordinance No. 2025-7 (first reading) (submitted by Todd Schrader)

DATE: March 25, 2025

Subject Matter/Background

Ordinance No. 2025-7 relates to the Two Rivers Condominium Planned Unit Development project, which was initiated in 1998, and was just recently restarted in 2023.

The parcels known as Two Rivers Condominium, Phase 1 (identified as Erie County, Ohio Permanent Parcel Nos. 42-00119.001, 42-00119.002, 42-00119.018, 42-00119.006, 42-00119.019, 42-00119.014, 42-00119.003, 42-00119.020, 42-00119.012, 42-00119-009, 42-00119.017, 42-00119.010, 42-00119.011, 42-00119.007, 42-00119.015, 42-00119.005, 42-00119.013, 42-00119.016, 42-00119.004 and 42-00119.008) were zoned as R-2 PUD (One-and Two Family Residence District – Planned Unit Development) in the Two Rivers Condominium, Phase 1 development (the "Initial Project") (collectively referred to herein as (the "Phase 1 Properties") in accordance with a Consent Decree issued by the Erie County Court of Common Pleas of Erie County, Ohio on March 2, 1998 in Case No. 90-CV-366 (Edward J. Bishop, et al., Plaintiffs v. The City of Huron, et al., Defendants) (hereinafter the "Consent Decree" – a copy of which is attached to the Resolution as Exhibit "A").

Adjacent parcels that have not yet been developed (identified as Erie County, Ohio Permanent Parcel Nos. 42-00117.000, 42-00118.000 and 42-00119.000 (hereinafter, the "Future Phase Properties") were also zoned as R-2 PUD (One- and Two-Family Residence District – Planned Unit Development) pursuant to the Consent Decree.

Pursuant to Paragraph 2(f) of the Consent Decree, if the Plaintiffs or Intervening Plaintiffs (hereinafter, the "Developer") failed to complete 75% of the Initial Project within ten (10) years after construction commenced, the property which had not been redeveloped shall revert to R-1 (One-Family Residential District). Previous Councils afforded extensions to the Developer to complete the Project; however, those extensions expired in 2013 without the Developer completing 75% of the Initial Project. Those undeveloped parcels should have reverted to R-1 (One-Family Residence District) designation as of 2013, but the Zoning Map was never amended to reflect this change.

Two Rivers LLC subsequently submitted a new Two Rivers Condominium Phase 1 Planned Unit Development Plan to the City of Huron relating to the Phase 1 Properties (the "Current Project"), which was recommended by the Planning Commission on February 15, 2023 and approved by Council on July 11, 2023 after a Public Hearing was held on June 27, 2023.

As a result of the foregoing, the following zoning changes would be effected by Resolution No. 2025-7:

 the official Zoning Map for the City of Huron should be amended to reflect that the Phase 1 Properties, currently zoned as R-2 PUD (One- and Two-Family Residence District – Planned Unit Development) should be rezoned to R-1 PUD (One-Family Residence District – Planned Unit Development) pursuant to the Current Project plans; and the official Zoning Map for the City of Huron should be amended to reflect rezoning of the
Future Phase Properties from its current R-2 PUD (One- and Two-Family Residence District – Planned Unit
Development) should be rezoned to R-1 (One-Family Residence District) pursuant to the terms of the
Consent Decree.

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Because this is a rezoning request, this Ordinance must go through three readings.

Financial Review

There is no financial impact relating to this Ordinance.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion placing Ordinance No. 2025-7 on its first reading is in order.

Ordinance No. 2025-7 Two Rivers Rezoning Ordinance to R-1 and R-1 PUD (4).docx Ordinance No. 2025-7 Exh A Copy of Ordinance 1998-5 Two Rivers Consent Decree.pdf Ordinance No. 2025-7 Exh B Copy of Ordinance No. 2023-21 (2).pdf Ordinance No. 2025-8 Exh C Section 1129.08 (Current) (1).pdf

ORDINANCE NO. 2025-7 Introduced by Sam Artino

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HURON TO REFLECT THE REZONING OF THE FOLLOWING PARCELS:

VACANT LAND LOCATED ON THE WEST SIDE OF SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.001; AND

CONDOMINIUM PROPERTY LOCATED AT 1219 MARINA DRIVE, ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.002; AND

CONDOMINIUM PROPERTY LOCATED AT 1147 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.018; AND

CONDOMINIUM PROPERTY LOCATED AT 1135 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.006; AND

CONDOMINIUM PROPERTY LOCATED AT 1131 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.019; AND

CONDOMINIUM PROPERTY LOCATED AT 1129 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.014; AND

CONDOMINIUM PROPERTY LOCATED AT 1127 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.003; AND

CONDOMINIUM PROPERY LOCATED AT 1125 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.020; AND

CONDOMINIUM PROPERTY LOCATED AT 1123 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.012; AND

CONDOMINIUM PROPERTY LOCATED AT 1121 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119-009; AND

CONDOMINIUM PROPERTY LOCATED AT 1119 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119-017; AND

CONDOMINIUM PROPERTY LOCATED AT 1130 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119-010; AND

CONDOMINIUM PROPERTY LOCATED AT 1113 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119-011; AND

CONDOMINIUM PROPERTY LOCATED AT 1111 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.007; AND

CONDOMINIUM PROPERTY LOCATED AT 1109 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.015; AND

CONDOMINIUM PROPERTY LOCATED AT 1107 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.005; AND

CONDOMINIUM PROPERTY LOCATED AT 1101 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.013; AND

CONDOMINIUM PROPERTY LOCATED AT 1108 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.016; AND

CONDOMINIUM PROPERTY LOCATED AT 1112 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.004; AND

CONDOMINIUM PROPERTY LOCATED AT 1124 SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119-008

FROM THE CURRENT R-2 PUD (ONE- AND TWO-FAMILY RESIDENCE DISTRICT – PLANNED UNIT DEVELOPMENT) TO R-1 PUD (ONE-FAMILY RESIDENCE DISTRICT); AND

FURTHER AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HURON TO REFLECT THE REZONING OF THE FOLLOWING PARCELS:

VACANT LAND OWNED BY JAMES W. MURRAY AND MARK J. MURRAY LOCATED ON THE EAST SIDE OF SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00119.000; AND

VACANT LAND OWNED BY JAMES W. MURRAY AND MARK J. MURRAY LOCATED ON THE EAST SIDE OF SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00118.000: AND

VACANT LAND OWNED BY JAMES W. MURRAY AND MARK J. MURRAY LOCATED ON THE EAST SIDE OF SHELTERED BROOK DR., ERIE COUNTY, OHIO PERMANENT PARCEL NO. 42-00117.000; AND

FROM THE CURRENT R-2 PUD (ONE- AND TWO-FAMILY RESIDENCE DISTRICT – PLANNED UNIT DEVELOPMENT) TO R-1 (ONE-FAMILY RESIDENCE DISTRICT).

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

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

WHEREAS, the properties identified above as Erie County, Ohio Permanent Parcel Nos. 42-00119.001, 42-00119.002, 42-00119.018, 42-00119.006, 42-00119.019, 42-00119.014, 42-00119.003, 42-00119.020, 42-00119.012, 42-00119-009, 42-00119.017, 42-00119.010, 42-00119.011, 42-00119.007, 42-00119.015, 42-00119.005, 42-00119.013, 42-00119.016, 42-00119.004 and 42-00119.008 were zoned as R-2 PUD (One-and Two Family Residence District – Planned Unit Development) in the Two Rivers Condominium, Phase 1 development (collectively referred to herein as (the "Phase 1 Properties") in accordance with a Consent Decree issued by the Erie County Court of Common Pleas of Erie County, Ohio on March 2, 1998 in Case No. 90-CV-366 (Edward J. Bishop, et al., Plaintiffs v. The City of Huron, et al., Defendants) (hereinafter the "Consent Decree" – a copy of which is attached hereto as Exhibit "A") relating to the development of the Two Rivers Condominium, Phase 1 development (the "Initial Project"); and

WHEREAS, the properties identified above as Erie County, Ohio Permanent Parcel Nos. 42-00117.000, 42-00118.000 and 42-00119.000 (hereinafter, the "Future Phase Properties") were zoned as R-2 PUD (One- and Two-Family Residence District – Planned Unit Development) pursuant to the Consent Decree;

WHEREAS, pursuant to Paragraph 2(f) of the Consent Decree, if the Plaintiffs or Intervening Plaintiffs (hereinafter, the "Developer") failed to complete 75% of the Initial Project within ten (10) years after construction commenced, the property which had not been redeveloped shall revert to R-1 (One-Family Residential District); and

WHEREAS, the Developer failed to develop 75% of the Initial Project within ten (10) years (plus several extensions afforded by Huron City Council) after construction commenced, and the zoning designation therefore should have reverted to R-1 (One-Family Residential District), pursuant to the terms of the Consent Decree, in 2013;

WHEREAS, the rezoning to R-1 (One-Family Residential District) due to lack of development was never reflected on the Zoning Map of the City of Huron, Erie County, Ohio; and

WHEREAS, in 2023, Two Rivers LLC, subsequently submitted a new Two Rivers Condominium, Phase I Planned Unit Development Plan to the City of Huron relating to the Phase 1 Properties (the "Current Project"); and

WHEREAS, the City of Huron Planning Commission approved the PUD Application for the Current Project on February 15, 2023; and

WHEREAS, Huron City Council, as required by Section 1139.06 of the Codified Ordinances, held a Public Hearing on the PUD Application for the Current Project on June 27, 2023; and

WHEREAS, the Huron City Council ratified the PUD Application for the Current Project and related plat, and authorized a Developer Agreement with Two Rivers LLC pertaining to same, on July 11, 2023 (a copy of Ordinance No. 2023-21 adopted by Huron City Council is attached hereto as Exhibit "B"); and

WHEREAS, the official Zoning Map for the City of Huron should be amended to reflect that the Phase 1 Properties, currently zoned as R-2 PUD (One- and Two-Family Residence District – Planned Unit Development) should be rezoned to R-1 PUD (One-Family Residence District – Planned Unit Development) pursuant to the Consent Decree and Current Project plans; and

WHEREAS, the official Zoning Map for the City of Huron should be amended to reflect rezoning of the Future Phase Properties from its current R-2 PUD (One- and Two-Family Residence District – Planned Unit Development) should be rezoned to R-1 (One-Family Residence District) pursuant to the terms of the Consent Decree.

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

<u>SECTION 1</u>. That the official Zoning Map for the City of Huron previously amended pursuant to the Consent Decree issued on March 2, 1998, shall be and hereby is amended to change the zoning classification of the Phase 1 Properties (Erie County, Ohio Permanent Parcel Numbers 42-00119.001, 42-00119.002, 42-00119.018, 42-00119.006, 42-00119.019, 42-00119.014, 42-00119.003, 42-00119.020, 42-00119.019

00119.012, 42-00119-009, 42-00119.017, 42-00119.010, 42-00119.011, 42-00119.007, 42-00119.015, 42-00119.005, 42-00119.013, 42-00119.016, 42-00119.004 and 42-00119.008, from R-2 PUD (One- and Two-Family Residence District – Planned Unit Development) to R-1 PUD (One-Family Residence District – Planned Unit Development) and shall supersede all previously published zoning maps for the City.

<u>SECTION 2</u>. That the official Zoning Map for the City of Huron previously amended pursuant to the Consent Decree issued on March 2, 1998, shall be and hereby is amended to change the zoning classification of the Future Phase Properties (Erie County, Ohio Permanent Parcel Numbers 42-00117.000, 42-00118.000 and 42-00119.000) from R-2 PUD (One- and Two-Family Residence District – Planned Unit Development) to R-1 (One-Family Residence District) and shall supersede all previously published zoning maps for the City.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

	Monty Tapp, Mayor
ATTEST:	
ADOPTED:	

ORDINANCE NO. 1998-5

AM ORDINANCE AUTEORIZING THE SETTLEMENT OF A CERTAIN LAWSUIT FILED BY EDWARD J. BISHOP AND OTHERS AGAINST THE CITY OF BURON AND OTHERS IN ACCORDANCE WITH A CONSENT DECREE AND DECLARING AN EMERGENCY

WHEREAS, the City of Euron is a party to a certain lawsuit pending in The Common Pleas Court of Brie County, Ohio styled "Edward J. Bishop, et al., plaintiffs vs. The City of Euron, et al., defendants, Case No. 90-CV-366", which case has been pending since 1990)

WHEREAS, such lawsuit seeks to strike down certain zoning actions with regard to property of the plaintiffs and for the award of monetary damages;

WHEREAS, counsel for the City has negotiated a Consent Decree with counsel for the plaintiffs which preserves the major concerns of the City's Planning Commission, primarily the issues of density, streets and fire protection;

WHENEAS, counsel for the City has strongly recommended the settlement of the aforesaid lawsuit in conformity with the Consent Decree negotiated with the plaintiffs;

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

SECTION 1. That this Council hereby determines it is in the best interests of the City and its zoning regulations that the Bishop lawsuit described in the preamble hereto be settled in accordance with the Consent Decree attached hereto and made a part hereof as Exhibit A.

SECTION 2. That this Council hereby authorizes and directs counsel for the City retained in said lawsuit and the City Manager, to approve on behalf of the City, the Consent Decree attached hereto and further authorizes the filing of same with the Common Pleas Court of Brie County, Ohio, thereby settling said lawsuit.

SECTION 3. That this Council further determines the settlement of this lawsuit is necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that said case is scheduled for trial and requires immediate action to avoid the cost and risk of such a trial; wherefore, this Ordinance is hereby declared to be and exergency measure, and as such, it shall take immediately effect upon its adoption.

vice Mayor, Glen Ginesi

ATTEST: Thulling Whomen.

ADOPTED: FEB 9 - 1998

,1998.

COURT OF COMMON PLEAS ERIE COUNTY, OHIO

EDWARD J. BISHOP 891 Beech Road Lakewood, Ohio 44107

Case No. 90-CV-366

and

· . . . /. . :

MARLENE J. BISHOP 891 Beech Road Lakewood, Ohio 44107

Plaintiffs-Appellants

and

JAMES T. MURRAY 617 Chippewa Place Huron, Ohio 44839

and

SHIRLEY A. MURRAY 617 Chippewa Place Huron, Ohio 44839

Intervening Plaintiffs

VS.

THE CITY OF HURON 417 Main Street Huron, Ohio 44839

and

BETTY MONTGOMERY Attorney General for the State of Ohio 30 E. Broad Street Columbus, Ohio 43215

Defendants-Appellees

MANLEY, BURKE, LIPTON & COOK
A LEGAL PROFESSIONAL ASSOCIATION

JOURNAL 375/27-B

HAR 0 3 1998

225 West Court Street Cincinnati 45202-1053

CONSENT DECREE

WHEREAS, Plaintiffs-Appellants Edward J. Bishop and Marlene J. Bishop and the Intervening Plaintiffs James T. Murray and Shirley A. Murray have undertaken an appeal and a civil rights lawsuit for damages, declaratory judgment, and injunctive relief against the City of Huron, a municipal corporation created and operating under the Constitution and Laws of the State of Ohio; and

WHEREAS, the parties to this litigation have negotiated a resolution of the disputes that is in the best interest of the public health, safety, and general welfare while preserving the civil rights in the property of the plaintiffs-appellants and the intervening plaintiffs;

NOW, THEREFORE, IT IS CONSIDERED, ORDERED AND ADJUDGED as follows:

- 1. The real estate described in Exhibit 1 attached hereto and incorporated in this order is hereby ordered rezoned as a Planned Unit Development in accordance with the concept plan marked Exhibit 2 and attached hereto and incorporated herein to be developed as a Planned Unit Development in accordance with the procedural provisions for Planned Unit Developments in the Codified Ordinances of the City of Huron as the code may exist at the time of the application for the final site plan appraisal. However, any such provision (presently codified or hereinafter codified) shall not operate to cause the density reflected in Exhibit 2 to be decreased.
- 2. The approval of this concept plan authorizes the plaintiffs or intervening plaintiffs to make application for final development plan approval pursuant to the procedures for the approval of a final development plan or plans, under a Planned Unit

Development as provided in the Codified Ordinances of the City of Huron as those ordinances may exist at the time of the application. Provided that the application or applications for final development plan or plans comply with the requirements of Section 2, subparagraphs a-g of this Consent Decree, the defendant, the City of Huron, will approve the final development plan or plans. In the event that the plaintiffs, or the intervening plaintiffs convey, assign, transfer an interest in the real estate or in any other way delegate responsibility for the application for the final development plan approval or approvals, the provisions of this order shall apply to all applications for final development plan approval on the property contained in Exhibit 1:

Intervening plaintiffs, James T. Murray and Shirley A. Murray on a. behalf of themselves, their heirs and assigns do personally guarantee and assure the City of Huron and the surrounding property owners that in the event the marina fails or falls into disrepair or disuse that they will cause the removal of any docks that are in disuse or disrepair and will restore the stream bank as near as possible to its original condition prior to the installation of any docks. Further, to the extent that the removal of any docks causes any greater erosion than would have occurred as a result of the original condition, reasonable steps will be taken to eliminate any such additional erosion. For purposes of this condition, disuse is defined as "lack of use of at least 50% of the docks that are constructed for a period of 60 continuous days, in the months of May through September." Disrepair is the violation of any applicable code provision or the identification of any safety hazard by the Code Enforcement officials of the City of Huron that are not repaired within 30 days of an order from the City of Huron to repair them.

- b. Provisions satisfactory to the Fire Department of the City of Huron for fire safety. At the end of the marina, the cul-de-sac (see orange highlighted area on Exhibit 2) shall have a radius of not less than fifty-feet in order to facilitate the movement of fire fighting equipment of the City of Huron.
- c. All streets, whether public or private, must be built in compliance with subdivision regulations. Marina Drive, Brookview Drive, Laguna Drive, and the major road connecting them (see blue highlighted area on Exhibit 2) are streets and will comply with the Subdivision Regulations. All other vehicular ways will be considered driveways. When a driveway serves more than five dwelling units, its base and finished surface will comply with City Subdivision Regulations.
- d. The plaintiffs, the intervening plaintiffs, or their heirs or assigns shall be entitled to develop 184 dwelling units, may develop up to 225 dwelling units by substituting one dwelling unit for every four boat slips not constructed, but may develop fewer at their option.
- e. The project may be developed in phases. Each phase may be developed after the final site plan approval for each phase has been approved by the City of Huron in accordance with the provisions of this order and of the Codified Ordinances of the City of Huron with regard to the procedures for approval of Planned Unit Developments as they may exist at the time of the application for the final site plan approval. Amendments to the preliminary site plan approved by this order or to a final site plan may be made in accordance with the provisions for amending Planned Unit Development site plans in accordance with the procedural provisions for approval or amendments to site plans contained in the Codified Ordinances of the

City of Huron as they may exist at the time of the request for amendment.

- f. If 75% of the project is not completed within ten years after construction is commenced, the property which has not been developed under the Planned Unit Development Exhibit 2 shall revert to R-1 Residential, Single Family Zoning. If 90% of the project is not completed within fifteen years from the date of this order, the property which has not been developed under the Planned Unit Development Exhibit 2 shall revert to R-1 Residential, Single Family Zoning. To the extent that compliance with the time requirements herein is delayed by virtue of permits, approvals, etc. required by any other regulatory authority (federal, state or local), the time required to obtain such other permits, approvals, etc. will act to toll the time requirements set forth herein. This tolling provision shall not apply to any Corps of Engineers permits required for the building of any docks.
- g. For every unit constructed under the Planned Unit Development that exceeds the number of units that would be allowable under the R-1 Zoning in force and effect at the time that the lawsuit was commenced, the developer who develops under final site plan approvals shall pay the sum of \$1,000.00 to the City of Huron to be used for public infrastructures that service persons who reside in or use the buildings or facilities in the Planned Unit Development covered by this order.
- h. As the part of the development the plaintiffs, the intervening plaintiffs, or their heirs, or assigns may develop one hundred sixty-four or fewer boat slips along Mud Brook at the northerly end of the property. Any such

slips built along Mud Brook shall be at least 500 feet from the southern boundary of the property. See Point A on Exhibit 2.

- 3. This order applies to the parties of this case and to any successor in title to the real estate described in Exhibit 1 or to any developer who makes application for a final site plan approval pursuant to this preliminary site plan Planned Unit Development approval.
- 4. All future administration of this preliminary site plan approval shall be in accordance with the procedural provisions of the Codified Ordinances of Huron for the approval of final site plans or for the modification of the preliminary site plan or a Planned Unit Development as it may exist at the time of any application that requires either administrative or legislative action.

This case is hereby dismissed with prejudice, with the cost to be divided equally between the plaintiffs and the defendants.

HAVE SEEN:

James T. Murray

Attorney for Plaintiffs-Appellants and

MANLEY, BURKE, LIPTON & COOK

A LEGAL PROFESSIONAL ASSOCIATION

Intervening Plaintiffs

Murray & Murray

111 E. Shore Line Drive

Sandusky, Ohio 44871-0019

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Robert E. Manley

Trial Attorney for the City of Huron Manley, Burke, Lipton & Cook 225 West Court Street

Cincinnati, Ohio 45202

Telephone: (513) 721-5525 Telefax: (513) 721-4268

N:\CLIENTS\HUROM37684.REM-ITV

ORDINANCE NO. 2023-21

Introduced by Mark Claus

AN ORDINANCE RATIFYING PRIOR APPROVAL OF TWO RIVERS CONDOMINIUM, PHASE I AND RELATED PLAT APPROVAL, APPROVING PLANNING COMMISSION'S RECOMMENDATIONS FOR THE TWO RIVERS CONDOMINIUM, PHASE I PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPER AGREEMENT WITH TWO RIVERS, L.L.C., AT AL. PERTAINING TO SAME, AND DECLARING AN EMERGENCY.

WHEREAS, the owner of 16.5 acres of real estate known as Erie County Permanent Parcel No. 42-00119-001 (rear land) has proposed to complete the development of Sheltered Brook Drive (Two Rivers Phase I) with the addition of 27 free-standing single-family condominium homes on the undeveloped land surrounding and integrated with the existing and previously-approved Two Rivers PUD Development of free-standing single-family condominium homes (the "Project").

WHEREAS, Planning Commission approved the Project on February 15, 2023, subject to various conditions, many of which are embodied in a Developer Agreement relating to the project to be executed by and between the developers and the City (a copy of which is attached hereto as Exhibit A and incorporated herein by reference);

WHEREAS, a Public Hearing relating to the Project was held on Tuesday, June 27, 2023;

WHEREAS, the City Staff and relevant department heads have recommended approval of the project and Developer Agreement.

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

SECTION 1. That this Council finds that completion of the Project shall serve the best interest of the City.

SECTION 2. This Council here by ratifies the prior approval of the Two Rivers Condominium, Phase I development project and related plat approval, and this Council further approves Planning Commission's recommendations for the Two Rivers Condominium Project (Phase I), and authorizes the City Manager to execute a Developer Agreement with Two Rivers, L.L.C., et. al., substantially similar to that which is attached hereto as Exhibit A and that shall be available for public inspection in final, fully-executed form in the Office of the Clerk of Council.

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that, in order to effectively and efficiently permit improvements to the City's available housing stock, it is imperative this Ordinance be effective immediately, **WHEREFORE**, this Ordinance shall be in full force and effect from and immediately after its adoption in accordance with the provisions of this Ordinance.

ATTEST:

Clerk of Council

ADOPTED: 7-11-23

Monty Tapp, Mayor

DEVELOPER AGREEMENT

(Two Rivers LLC Condominiums - Residential Phase I)

This Developer Agreement ("Agreement"), made by and among the City of Huron, an Ohio chartered municipal corporation (hereinafter referred to as the "City"), Two Rivers, L.L.C., an Ohio limited liability company (which with its successors and assigns is herein called "Two Rivers", a.k.a.- dba "Two Rivers LLC Condominiums - Residential Phase 1"), Tiburon Company, L.L.C., an Ohio limited liability company (which with its successors and assigns is herein called "Tiburon"), and James W. Murray, individually (who with his heirs, legal, and estate representatives is herein called "JM") (with Two Rivers, Tiburon, and JM being individually, jointly, severally, jointly and severally, as limited by section 16 of Agreement, and collectively referred to herein as "Developer") is to EVIDENCE THAT:

WHEREAS, the plat for Phase I of Two Rivers Condominium Subdivision (known as Erie County Permanent Parcel No. 42-00119-001, containing approximately 16.5385 acres, and hereinafter referred to as "Subdivision") has been previously presented to the City for approval; and

WHEREAS, Part Eleven, Title One (including but not limited to Chapters 1111 through 1119, inclusive) of the Codified Ordinances of the City requires, *inter alia*, the completion of all required improvements within a subdivision, and a guarantee of completion of all improvements along with construction, maintenance and warranty bond(s) as applicable, prior to the recording of a plat for record purposes; and

WHEREAS, while some improvements in the Subdivision are completed, the Developer desires to install required improvements and has presented its improvement plans and proposed Plat to the City, a copy of which is attached hereto and marked as "Exhibit A"; and

NOW THEREFORE, the City and Developer hereby mutually promise and agree as follows:

- 1. Developer promises and agrees that, notwithstanding any contrary provisions of the Codified Ordinances of the City, on or before the expiration of five (5) years from the date hereof, it will construct, install and fully-complete, within the areas shown and described on "Exhibit A" hereof, at its sole expense and as applicable, and without any cost, expense or liability whatsoever to the City, all residential construction, clearing and rough and final grading of land per Exhibit A, maintenance of all vacant and unsold lands, and installation of walking trails, or like pedestrian-related improvements per plans and as platted, all in accordance with the plans and specifications approved by the City Engineer and as contained in said "Exhibit A" and in accordance with the Ordinances, regulations, and specifications of the City, currently in effect. Developer agrees to discharge all liabilities directly related to the Developer's and/or Developer's agents, contractors, subcontractors, employees or authorized representatives' installation of the above-mentioned improvements.
 - 2. Intentionally omitted.

- 3. Intentionally omitted.
- 4. Notwithstanding any contrary provision of this Agreement or the Codified Ordinances of the City, Developer:
- (a) shall ensure all of Two Rivers LLC Residential Phase I is fully-completed, including but not limited to having all residential units fully-completed (as further evidenced by a certificate of occupancy being issued for all units constructed in Phase I of the Subdivision), the 2,000 square foot recreation area installed, and all final grading and landscape improvements installed, within five (5) years from the date of Huron City Council approval of the Phase I development that permits commencement of construction by Developer;
- (b) shall maintain the right to proceed with Subdivision approval processes for future phases within the aforementioned five (5) year time, but Developer shall not be permitted to commence construction of any additional housing units in future phases of the Subdivision unless or until Phase I of same is at least eighty-percent (80%) completed (as evidenced by 22 of 27 units being constructed and sold and conveyed by recorded conveyance to a third-party purchaser) to the reasonable satisfaction of the City consistent with the terms of this Agreement;
- (c) further agrees that during the aforesaid five (5) year period, that it will ensure that the builder(s) shall at the builders' sole expense, repair all faults and defects of every kind and nature, whether arising out of the defects in workmanship or defective materials or otherwise; and
- (d) further acknowledges and agrees that, notwithstanding any contrary provision of this Agreement, that the existing Sheltered Brooke Drive is and shall remain a private street, and shall not be dedicated to, nor accepted by, the City.
 - 5. Intentionally omitted.
- 6. Developer further agrees that a condition precedent to the acceptance by the City of the dedication to the public use of said streets and roads contained in the Subdivision overall (and as to future phase), it will furnish to the City as a surety bond in the penal sum of not less than One Thousand Dollars (\$1,000.00) per unsold lot and/or parcels retained by Developer, not to exceed \$5,000.00 per subdivision, guaranteeing that the lots and parcels are maintained pursuant to Huron Ordinances 1131.03 and 1131.06 and 1127.06 for a period of two (2) years following the acceptance of the dedication, if any, or until 100% of the subdivision building lots have been completed with residences, whichever occurs first. These funds are to be used by the City, in addition to any and all other ordinances and/or penalties, where, at the discretion of the City, Developer has failed to maintain the lots and/or parcels and despite notice has failed to comply with Sections 1126.05, 1131.06, 1113.12, and in otherwise general compliance with the Ordinances of the City.
 - 7. Intentionally omitted

- 8. Developer, simultaneously with the execution of this Agreement, shall deposit Fifteen Thousand and No/100 Dollars (\$15,000.00) to the City, which is a **refundable** cash bond to ensure the 2,000 square foot recreation area is installed, and all final grading and landscape improvements installed, within five (5) years from the date of Huron City Council approval of the Residential Phase I development that permits commencement of construction by Developer.
- Developer agrees that, simultaneously with the execution of this Agreement, and before any work hereunder is commenced, it will submit evidence to the satisfaction of the City Law Director that it, or its contractors, have obtained public liability and property damage insurance covering and insuring the City as its interests may appear against any liability whatsoever in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury or death to any one person, with a minimum aggregate limit of One Million Dollars (\$1,000,000.00), and Three Hundred Thousand Dollars (\$300,000.00) for property damage, which insurance shall be furnished and maintained at the expense of the Developer until all the work agreed to be done by the Developer has been fully completed and accepted, including the maintenance of the aforementioned improvements agreed by the Developer to be maintained. Developer may provide such insurance under a blanket type of insurance provided the City is properly named as an additional insured by endorsement thereunder in accordance with the provisions of this Agreement. Developer shall be liable for any damages, whether direct or indirect, to any underground or above ground utilities in the aforementioned Subdivision during performance of any of Developer's work, including but not limited home construction by Developer or any one or more builders, and further agrees to comply both singularly and on behalf of the City with the provisions contained in Section 153.64 of the Ohio Revised Code and any amendments made thereof to the extent said Section shall be applicable.
- 10. Developer agrees to comply with Ohio Revised Code Chapter 4123.01, et. seq. (Worker's Compensation law), and any amendments made thereto, and to cause to be covered thereunder all employees working under the control of the Developer, or its agents, and the Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from all claims, demands, payments, loss and expenses, including reasonable attorney fees, suits, actions, recoveries and judgments of every kind and description, whether or not well founded in law, made, brought or recovered against it, arising from any cause relating to Developer's activities in carrying out, or for any reason whatever connected with, the performance of this Agreement by Developer or its agents, contractors, subcontractors or employees, including any of the foregoing arising in consequence of insufficient protection or of the use of any patented invention by said Developer.
- 11. Developer agrees that the performance of this Agreement, pertaining only to Residential Phase I, by it shall be solely at its expense and cost, and at no expense or cost to, or liability or obligation of, the City.
- 12. Developer agrees, if applicable hereunder, to deliver to the City, a Title Guarantee in the fair market value as determined by the City Engineer showing title to private property conveyed to the City by easement, if any, to be vested in the City free and clear of all liens and encumbrances.

- 13. This Agreement shall be binding upon any successors in interest, assignee, heir, executor, administrator or trustee of Developer, with limitations set forth in Section 16 of Agreement, and Developer agrees that prior to any voluntary or involuntary assignment of this Agreement, Developer shall obtain the prior written consent from City, which consent may be withheld by the City in its sole and absolute discretion. For avoidance of doubt, any successor to the Developer shall be bound to this Agreement without qualification, which such assignment shall require the City's prior written consent, which consent maybe withheld by the City in the City's sole and absolute discretion.
- 14. Notwithstanding any contrary provision of this Agreement or the Codified ordinances of the City, and while Developer shall maintain the right to proceed with Subdivision approval processes for future phases within the aforementioned five (5) year time, Developer shall not be permitted to commence construction of any housing structures in future phases of the Subdivision unless or until Phase 1 of same is completed to the extent required in Section 4(b) to the reasonable satisfaction of the City consistent with the terms of this Agreement. Further, Developer acknowledges and agrees that a Developer Agreement shall be required for each future phase of work in the Subdivision, which must be finalized and executed before Developer may undertake work in any and all future phases of the Subdivision. Notwithstanding any contrary provision of this Agreement, the City shall assess a penalty if Phase I of the Subdivision is not completed in a reasonable manner in five (5) years, or if Developers deviate from plans and specifications as approved by the City (as applicable), at a rate of \$500.00 per day for each day that any such violations occur.
- 15. Notwithstanding any contrary provision of this Agreement, the obligations of Two Rivers and JM hereunder are individual, joint, several, and joint and several obligations of each person serving as Developer as limited buy Section 16 of Agreement below:
- 16. This Agreement only applies between the named parties and does not in any way extend rights to any other parties, especially third parties that may attempt to mediate or litigate against the instant parties. Specifically, JM and his heirs, legal, and estate representatives have, without limitations, all rights and opportunity to utilize the various corporation rules and laws afforded by Ohio laws (pertaining to LLCs, etc.) and any other local, state or federal protections.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures upon this Agreement as of the dates set forth below.

AS TO THE City:	AS TO THE Developer:
By: Matthew D. Lasko, City Manager City of Huron	Two Rivers, L.L.C By: James W. Murray, 55g.
Date: July 12, 2023	Its: Chief Legal Officer (CBO) Print Name: James W. Murray Date: 7/11/2023
TO FORM;	Tiburon Company, L.L.C. By:
TEDD SOHRAVER	James W. Murray, Individually, but 4 imited to all available protections afforded by LLCs under Ohio laws under Section 16 of Agreement. Date: 7/11/2023
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3608 TURFSIDE CIR HURON, OH 44839
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11C AERIAL OVERLAY

OVERALL TOPOGRAPHIC AERIAL OVERLAY TWO RIVERS CONDOMINIUM ~ PHASE I PUD UPDATE SHELTER BROOK DRIVE CITY OF HURON, ERIE COUNTY, OHIO

FREDERICK & ASSOCIATES

ENGINEERS - SJRVEYORS - PLANNERS

4645 N. SUMMIT STREET TOLEDO, OHIO 43611

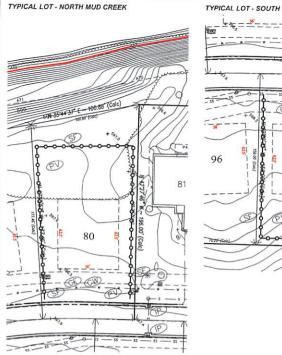
419.340.2650 fax 419.726.1995

DFREDERICK@FREDERICKASSOC.COM

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REV PER CITY	REV PER	REVIEW	REVIEW	PRELIM REVIEW	REVISIONS
7/5/23	6/15/23	1/19/23	9/6/22	8/22/22	DATE

OVERALL TOPOGRAPHIC AERIAL OVERLAY



ALL SEDIMENTATION & EROSION CONTROL PRACTICES SHALL MEET THE REQUIREMENTS OF THE OHIO RAINWATER & LAND DEVELOPMENT MANUAL OR THE CITY F HURON / ERIE COUNTY ENGINEER'S OFFICE.

TEMPORARY STABILIZATION:

ANY DISTURBED AREAS WITHIN 50 FEET OF A SURFACE WATER OF THE STATE & NOT AT FINAL GRADE	WITHIN TWO DAYS OF THE MOST RECENT DISTURBANCE IF THE AREA WILL REMAIN IDLE FOR MORE THAN 14 DAYS
FOR ALL CONSTRUCTION ACTIVITIES, ANY DISTURBED AREAS THAT WILL BE DORMANT MORE THAN 14 DAYS BUT LESS THAN ONE YEAR, AND NOT WITHIN 50 FEET OF A SURFACE WATER OF THE STATE (INCLUDES STOCKPILES)	WITHIN 7 DAYS OF THE MOST RECENT DISTURBANCE WITHIN THE AREA. FOR RESIDENTIAL SUBDIVISIONS, DISTURBED AREAS MUST BE STABILIZED AT LEAST 7 DAYS PRIOR TO TRANSFER TO PERMIT COVERAGE FOR INDIVIDUAL LOTS
DISTURBED AREAS THAT WILL BE IDLE OVER WINTER	PRIOR TO THE ONSET OF WINTER WEATHER

PERMANENT STABILIZATION:

AREA REQUIRING PERMANENT STABILIZATION	TIME FRAME TO APPLY EROSION CONTROLS
ANY AREAS THAT WILL REMAIN DORMANT FOR ONE YEAR OR MORE	WITHIN 7 DAYS OF THE MOST RECENT DISTURBANCE
ANY AREAS WITHIN 50 FEET OF A SURFACE WATER OF THE STATE AND AT FINAL GRADE	WITHIN 2 DAYS OF REACHING FINAL GRADE
ANY OTHER AREAS AT FINAL GRADE	WITHIN 7 DAYS OF REACHING FINAL GRADE WITHIN THAT AREA

MAINTENANCE NOTES:

J. JIT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE SEDIMENTATION AND EROSION CONTROL FEATURES ON THIS PROJECT. ANY SEDIMENT OR DEBRIS THAT HAS REDUCED THE FEFTCHENCY OF A CONTROL SHALL BE REMOVED MINEDATELY, SHOULD AS TRUCTURE OF FEATURE BECOME DAMAGED. THE CONTRACTOR SHALL REPAIR OR REPLACE IT AT NO COST TO THE COMMER.

THE OWNER.
2.) FOR BIMPS THAT REQUIRE REPAIR OR MAINTENANCE. NON-SEDIMENT POND BIMPS ARE TO BE REPAIRED WITHIN 3 DAYS OF INSPECTION AND SEDIMENT PONDS ARE TO BE REPAIRED OR CLEANED DUT WITHIN 10 DAYS OF INSPECTION.
3.1 FOR BIMPS INOT MEETING THE INTENDED FUNCTION, A NEW BIMP SHALL BE INSTALLED WITHIN 10 DAYS OF THE INSPECTION.
4.1 FOR MESSING BIMPS REQUIRING INSTALLATION, THE BIMP SHALL BE INSTALLED WITHIN 10 DAYS OF THE INSPECTION.

Ohio Utilities Protection Service



INDIVIDUAL LOT BUILDING AREA - SUBJECT SITE TOTAL DISTURBED AREA: 0.00 ACRES (TO BE DETERMINED)

NOI PERMIT NO: ____ NOT APPLICABLE < 1 ACRE

OHIO EPA ISSUE DATE: NOT APPLICABLE

ALL REQUIREMENTS CONTAINED WITHIN THE OHIO EPA GENERAL PERMIT NO. OHCO00005 SHALL BE ADHERED TO AT ALL TIMES THROUGHOUT CONSTRUCTION. A COPY OF THIS PERMIT SHALL BE ATTACHED TO THIS SWPPP PLAN AND MAINTAINED ONSITE THROUGHOUT CONSTRUCTION

LEGEND

GRAPHIC SCALE

PROPOSED PHASE I UNITS

EXISTING UNITS

PROPERTY LINE
RIGHT-OF-WAY LINE
LOT LINE
SETIMACK LIMIT

EASEMENT CONTERLINE EDIZ OF ASPHAL CURB CONCRETE

SANTARY SEVER STORM SEVER WATER LINE

WATER LINE

GEORGE LINE

GAS LINE

TELEPHONE LINE

FINCE

CONTOUR

CONTOUR

CANTOUR

CANTO BASIN

BAILT VALVE

FRE INDRANT

PAR THEE

GEOGUOUS TREE

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PLAN VIEW

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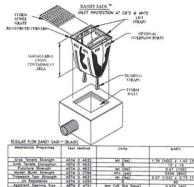
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(P) OUTLET PROTECTION/RIP-RAP (P) PERMANENT VEGETATION (P) (T) TEMPORARY / (P) PERMANENT LIMITS OF DISTURBANCE

NAME & CONTACT INFORMATION FOR PERSON RESPONSIBLE FOR AUTHORIZING & AMENDING SWPPP BUILDING GENERAL CONTRACTOR ADDRESS

CITY, STATE ZIP CODE PHONE: 000-000-0000 ATTN: SITE CONTACT NAME

DEVELOPER **ADDRESS** CITY STATE ZIP CODE ATTN: SITE CONTACT NAME



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GENERAL NOTES:

 THE CONTRACTOR "LAY-DOWN AREA" IS SHOWN FOR REFERENCE ONLY. THE CONTRACTOR SHALL CONSULT WITH THE OWNER/DEVELOPER PRIOR TO THE START OF CONSTRUCTION TO FINALIZE THIS LOCATION, THE CONTRACTOR "LAY-DOWN AREA" SHALL INCLUDE LEAK-PROOF TRASH ENCLOSURES PARKING AREAS GENERAL CONTRACTOR OFFICES, TEMPORARY RESTROOMS, FUEL TANK STORAGE AREAS, VEHICLE FUELING AREAS, MATERIAL STORA

EROSION CONTROL NOTES:

 SOIL EROSION AND SEDIMENT BEST PRACTICES (BMP) MEASURES WILL BE INSTALLED PRIOR TO START OF ANY CONSTRUCTION AND WILL COMPLETED, INCLUDING ALL GRASS BEING ESTABLISHED AND/OR PERMANENT EROSION AND SEDIMENT BMP MEASURES ARE IN PLACE ALL BIM PRESSURES WILL BE INSTALLED TO THE SATISFACTION OF CITY OF HURON & ERIE COUNTY. THE CITY OR COUNTY MAY REQUIRE WORK TO BE STOPPED AND THE STORM DRAINAGE OUTLET TO BE PLUGGED IF CONDITIONS BECOME UNSATISFACTORY.

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4) ANY PARTY (TYPICALLY THE GENERAL CONTRACTOR) WHO HAS DAY OF THE START OF THE PROPOSED OF T

) PROVIDE FOR TEMPORARY AND PERMANENT SEEDING, MULCHING. BLANKETING, ETC. FOR ALL AREAS AT FINAL GRADE OR WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY CEASED FOR 14 DAYS OR LONGER, STABILIZATION TO OCCUR WITHIN 7 DAYS OF LAST

8.) GRADED SLOPES AND DENUDED AREAS GREATER THEN 5% SLOPE SHALL BE TEMPORARILY STABILIZED AND MAINTAINED THROUGHOUT

CONSTRUCTION.

CONSTRUCTION.

CONTRACTOR SHALL ESTABLISH PERMANENT VEGETATION FOR ALL DISTURBED AREAS UPON COMPLETION OF CONSTRUCTION.

PREVIOUSLY STOCKHED TO PERMANENT SEEDING OPERATIONS. THIS CONTRACTOR OF CONSTRUCTION.

CONTRACTOR OF CONTRACTOR LED OF CONTRACTOR SHALL ADDRESS ON THE CONTRACTOR LED OF CONTRACTOR LE

12.) STORMWATER PERMITS TO BE ACQUIRED - OHIO EPA NOI PERMIT FOR CONSTRUCTION - NOT APPLICABLE - ERIE COUNTY EROSION CONTROL PERMIT - NOT APPLICABLE

- CITY OF HURON SWPPP & STORM SEWER PERMIT

13.) THE TOTAL DISTURBED AREA = 0.00 ACRES (TO BE DETERMINED)

14.) WEIGHTED 'C' FACTOR FOR THE SUBJECT PROPERTY

- EXISTING CONDITIONS WEIGHTED TO FACTOR = 0.20 (VACANT)
- PROPOSED CONDITIONS WEIGHTED TO FACTOR = 0.60 (TO BE
DETERMINED
15.) EXISTING LAND USE = VACANT UN-DEVELOPED LAND

PROPOSED LAND USE = RESIDENTIAL BUILDING & SITE IMPROVEMENT

IMPROVEMENT

16. THERE IS NO RECORD OF CONTAMINATED SOIL ONSITE OR OF PRIOR LAND USES THAT INVOLVED SOLID WASTE MANAGEMENT OR HAZARDOUS WASTES.

17.) THERE ARE NO EXISTING WETLANDS ON THE SUBJECT PROPERTY I.B. PRIOR TO CONSTRUCTION A SWPPP BINDER SHALL BE CREATED FOR REFERENCE BY THE SITE CONTRACTORS. THIS BINDER SHALL BE KEPT ONSITE THROUGHOUT CONSTRUCTION. THIS BINDER SHALL INCLUDE THE FOLLOWING:

INCLUDE THE FOLLOWING:
- PROJECT COVERSHEET CONTAINING:
- PROJECT CONTACT INFORMATION
- SWPPP PREPARATION DATE
- ANTICIPATED CONSTRUCTION TIMELINE

- A COPY OF THIS PLAN SET - OHIO EPA NPDES CONSTRUCTION STORM WATER GENERAL PERMIT

- COPY OF NOI PERMIT FOR THE PROJECT
- COPY OF ALL NOI CO-PERMITTEE APPLICATIONS FOR THE PROJECT
- SUBCONTRACTOR CERTIFICATION AGREEMENTS

- SUBCONTRACTOR CERTIFICATION AGREEMENTS
- INSPECTION REPORTS
- CORRECTIVE ACTION LOGS
- SWPPP AMENDMENTAMODIFICATION LOGS
- GRADING & STABILIZATION ACTIVITIES LOG
- 19, NO ASPHALT OR CONCRETE BATCH PLANTS SHALL BE LOCATED
- ONSITE DURING CONSTRUCTION.

20.) OFFSITE BORROW PITS ARE NOT ANTICIPATED FOR THIS PROJECT.



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DRAWN BY: DRF JOB No.: 22-2290 SCALE: 1" = 30" SHEET PUD 8

DATE: JAN 2023

1129.08 MAINTENANCE.

All signs shall be maintained in accordance with the following:

- (a) The property owner, owner of the sign, tenant, and agent are required to maintain the sign and building in a condition fit for the intended use and in good repair, and such person or persons have a continuing obligation to comply with all Building Code requirements.
- (b) A sign in good repair shall be free of peeling or faded paint, shall not be damaged, show uneven soiling or rust streaks; shall not have chipped, cracked, broken, bent letters, panels or framing; shall not otherwise show deterioration; and shall comply with all other applicable maintenance standards of the City.
- (c) If the sign is deemed by the Zoning Inspector to be in disrepair or in an unsafe condition, such sign shall be considered an unsafe structure and all City regulations applicable for the repair or removal of such sign shall apply. If the City finds that any sign is unsafe, insecure, a menace to the public, or constructed, erected, or maintained in violation of the provisions of this Code, notice shall be given in writing by the City to the owner. The owner of the sign shall, within seven (7) days of such notification, correct such unsafe condition or remove the sign. If the correction has not been made within the allotted time, the sign may be removed or altered by the City to comply with these regulations at the expense of the owner or occupant of the property upon which the sign is located. The City may cause any sign, which, in the City's opinion, creates a danger to persons or property to be removed immediately and without notice.
- (d) Whenever any sign that is currently nonconforming to this Code, and is required to be removed or altered for the purpose of repair, re-lettering, re-facing, or repainting, the sign will be subject to the City's sign permitting and review process in order to bring the sign into compliance.
- (e) Whenever any sign that is currently conforming to these standards is required to be removed for the purpose of repair, re-lettering, re-facing, or repainting, the same may be done without a permit, or any payment of fees, provided there is no alteration or enlargement to the structure or the mounting of the sign itself.
- (f) Abandoned Signs & Failure to Maintain.
 - 1. In the event that a tenant vacates a premises the owner of such premises, shall, within ten (10) days after such premises has been vacated, remove all signs owned or erected by such tenant, unless a new tenant or the owner of such premises maintains such signs in good repair and in a safe condition at all times.
 - 2. When the use or required maintenance of any sign is discontinued, the owner of such sign shall immediately remove the same.
 - 3. Any non-conforming sign which is unused for a continuous period of three (3) months or which advertises business activities, products, or services which have been discontinued or abandoned for a period in excess of three (3) months shall be removed or altered to comply with the provisions of this Chapter. (Ord. 2015-8. Passed 8-25-15.)



TO: Mayor Tapp and City Council

FROM: Matthew Lasko

RE: Ordinance No. 2025-8 (first reading) (submitted by Matt Lasko)

DATE: March 25, 2025

Subject Matter/Background

Ordinance No. 2025-8 requests amendments to Chapter 1129 of the Huron Codified Ordinances relating to Sign Regulations. This ordinance will be read at three different meetings.

The first change requested is for the replacement of the current Section 1129.09 (Alteration and Removal of Nonconforming Signs) with a new Section 1129.09 (Nonconforming Signs) to define a nonconforming sign as one that is in existence before the effective date of this ordinance that no longer meets the requirements of Chapter 1129. Paragraph (b) sets forth the occurrences that would cause loss of legal conforming sign status, which incude:

- The sign is structurally altered, enlarged, relocated or replaced;
- The City Manager determines that the sign is in a damaged or defective condition, fails to conform to health and fire codes, a public nuisance, a hazard to public safety, or to be in need of replacement;
- The Building Inspector determine that the sign is deteriorated, damaged, destroyed or removed to an extent more than 50% of it estimated replacement cost;
- The sign is abandoned for more than 12 months;
- The use of the building or business type associated with the sign changes;
- The sign has other building or zoning violations after the effective date of this ordinance;
- The sign is located in the right of way.

.

Section 1129.11(e) has been deleted because it relates to nonconforming signs, which is now covered in the new Section 1129.09.

Sections 1129.08(d) and 1129.08(f)(3) have been deleted because they also relate to nonconforming signs, which is covered in the new Section 1129.09.

Section 1129.06(n) has been revised to remove the words, "or otherwise be placed in the City's right of way," as this is already covered in Sections 1129.02(a) and 1129.06(n).

Financial Review

There is no financial impact relating to this ordinance.

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. 2025-8 on its first reading is in order.

Ordinance No. 2025-8 Exh 1 Amendments to Chapter 1129 Sign Regulations.pdf

Ordinance No. 2025-8 Chapter 1129 Signs in ROW Amendment (4).docx

Ordinance No. 2025-8 Exh A Section 1129.09 (Current).pdf

Ordinance No. 2025-8 Exh B Section 1129.11 (Current) (1).pdf

Ordinance No. 2025-8 Exh C Section 1129.08 (Current) (1).pdf

xx[New 1129.09??]xx NONCONFORMING SIGNS.

- (a) An existing sign A sign that existed before the effective date of this Section and that does not now meet the regulations and requirements of this Chapter, but was legal when erected, shall be deemed a legal nonconforming sign and may continue to be used as a legal nonconforming sign in accordance with the provisions of this Section.
- (b) A legal nonconforming sign shall immediately lose its legal nonconforming sign designation and shall be immediately brought into compliance with this Chapter and a new permit shall be secured if so required, shall immediately be removed by its owner, or shall be subject to removal by the City at the expense of the owner or occupant of the property upon which the sign is located, upon any of the following occurrences:
 - The legal nonconforming sign is structurally altered, enlarged, relocated or replaced.
 - (2) The legal nonconforming sign is determined by the City Manager the Zoning Inspector, the Building Inspector, or a designee thereof: to be in a dangerous or defective condition; to fail to conform to health and fire codes; to be a public nuisance; to be a hazard to public safety; or to be in need of replacement.
 - (3) The legal nonconforming sign is deteriorated, damaged, destroyed, or removed to an extent that is more than fifty percent (50%) of an estimated replacement cost of said sign as determined by the Building Inspector.
 - (4) The legal nonconforming sign is considered unused or abandoned when, for a continuous period in excess of twelve (12) months, the business activities, products, or services, which occur or are offered for sale on the property where said sign is located and which are advertised by said sign, have been discontinued or abandoned for a period in excess of twelve (12) months.
 - (5) There has been a change in the use of the building or the business type associated with the legal nonconforming sign.
 - (6) The legal nonconforming sign has other building or zoning violations after the effective date of this Section. This does not apply to building or zoning violations of the building or property upon which the sign is located.
 - (7) The legal nonconforming sign is in the right of way.
- (c) Nothing in this Section shall prevent the ordinary repair, maintenance, and non-structural alteration of legal nonconforming signs pursuant to Section 1129.08, provided such repair, maintenance, and nonstructural alteration maintains the exact design and size of the legal nonconforming sign; however, any other proposed changes to a nonconforming sign shall require said sign be immediately made to conform to the requirements of this Chapter.

Commented [MW1]: Now applies to all nonconforming signs, irrespective of their previous conforming/nonconforming status.

Commented [MW2]: Makes clear that the other violations have to occur after this section is passed.

Commented [MW3]: Gives the city authority to order removal of a sign in the ROW.

NOTES:

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1. 1129.11(e)² should be deleted if this is adopted.

xx[proposed changes to harmonize with new 1129.09]xx 1129.11 ADMINISTRATIVE PROCEDURES.

Subject to the exceptions noted herein, no sign shall be erected, placed or maintained within the City limits without first obtaining a sign permit from the Zoning Inspector, upon review by the Zoning Inspector and approval from the Planning Commission, and paying the required fee. Signs containing electrical components also shall be subject to the provisions of the City Electrical Code and the permit fees required thereunder.

- (a) <u>Compliance with this Section</u>. No person shall erect, locate, move, alter, or replace any sign or cause a sign to be located or maintained, unless all provisions of this Chapter have been met and all proper permits have been obtained.
- (b) <u>Application for Sign Permit</u>. Any application for a sign permit shall be submitted to the City and include the following information or exhibits:
 - (1) A site drawing and measurements, depicting a rendition of the proposed sign, the specific location of intended posting in relation to all existing buildings and site amenities, the immediately surrounding area, and other required information which demonstrates compliance with all provisions concerning such signs, such landscape provisions, design specifications, and construction specifications.
 - (2) Name, address, and contact information of the applicant.
 - (3) Any required electrical permit.
- (c) <u>Permit Issuance</u>. The Zoning Inspector shall review the permit application and related documents, and shall examine the proposed site of erection. If he finds that the requirements of this section have been met, and that the proposed sign is appropriate to its proposed setting, he shall forward the application to the Planning Commission for final approval. Upon review and issuance of a sign permit, and the work authorized under the permit is not completed within six (6) months of its issuance, the permit shall become null and void.
- (d) A permit shall not be required for the following signs when such signs are in full compliance with these sign regulations:
 - (1) A safety/security sign in a residential district
 - (2) A building identification sign in any district

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- (3) House identification, real estate, contractor sign, or political signs not exceeding nine square feet in area and located on the appropriate privately owned property or project area
- (4) Any changes to the message display area of a previously approved bulletin or changeable copy type sign
 - (5) Holiday themed decorations
- (e) A permit shall be required for the following signs:
 - (1) Multiple-family and conditional uses in residential districts.
 - A. Residential or institutional identification signs;
 - B. Instructional and directional signs that are within five (5) feet of the public right of way;
 - C. All permanent signs that exceed two (2) square feet in area.
 - (2) Business, Industrial, Parking and Park districts.
 - A. Freestanding signs, ground signs, and monument signs (when permitted);
 - B. Projecting, canopy signs, awning signs, and marque signs;
 - Wall signs, professional occupation signs, roof signs, and suspended signs;
 - D. Changeable copy, time and temperature signs, and electronic message board signs;
 - E. Illuminated or flashing signs;
 - F. Instructional and directional that are within five (5) feet of the public right of way; and,
 - G. Permanent window signs including any elements that are painted on the window.
- (e) Existing signs. Signs not conforming to this section but which were legal when erected may be continued in use under a special nonconforming permit. This authorization shall not extend beyond the time that the sign requires removal, replacement, relocation or major repair or renovation costing at least half the amount required for a new sign of similar size and construction. Nonconforming signs that are being brought into compliance are subject to the application review process as described in this Code.

- (f) <u>Inspection, correction and removal</u>. If the Zoning Inspector finds that any sign is unsafe or insecure or not maintained in accordance with the requirements of this section, he shall issue written notice to the permit holder directing its correction or removal. If the notice is not complied with within three (3) days of receipt, the Zoning Inspector shall initiate legal process to remove the sign or to enforce compliance. If the sign presents an immediate peril to persons or property, the requirement of notice is waived and the sign may be summarily removed.
- (g) <u>Fees</u>. Fees for all signs, including temporary and portable, shall be that prescribed by the City Council in Section 1321.12 of the Codified Ordinances.

2. 1129.08(d) and (f)(3) should be deleted if this is adopted.

xx[proposed changes to harmonize with new 1129.09]xx 1129.08 MAINTENANCE.

All signs shall be maintained in accordance with the following:

- (a) The property owner, owner of the sign, tenant, and agent are required to maintain the sign and building in a condition fit for the intended use and in good repair, and such person or persons have a continuing obligation to comply with all Building Code requirements.
- (b) A sign in good repair shall be free of peeling or faded paint, shall not be damaged, show uneven soiling or rust streaks; shall not have chipped, cracked, broken, bent letters, panels or framing; shall not otherwise show deterioration; and shall comply with all other applicable maintenance standards of the City.
- (c) If the sign is deemed by the Zoning Inspector to be in disrepair or in an unsafe condition, such sign shall be considered an unsafe structure and all City regulations applicable for the repair or removal of such sign shall apply. If the City finds that any sign is unsafe, insecure, a menace to the public, or constructed, erected, or maintained in violation of the provisions of this Code, notice shall be given in writing by the City to the owner. The owner of the sign shall, within seven (7) days of such notification, correct such unsafe condition or remove the sign. If the correction has not been made within the allotted time, the sign may be removed or altered by the City to comply with these regulations at the expense of the owner or occupant of the property upon which the sign is located. The City may cause any sign, which, in the City's opinion, creates a danger to persons or property to be removed immediately and without notice.
- (d) Whenever any sign that is currently nonconforming to this Code, and is required to be removed or altered for the purpose of repair, re-lettering, re-facing, or repainting, the sign will be subject to the City's sign permitting and review process in order to bring the sign into compliance <u>Intentionally left blank</u>.
- (e) Whenever any sign that is currently conforming to these standards is required to be removed for the purpose of repair, re-lettering, re-facing, or repainting, the same may be done

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without a permit, or any payment of fees, provided there is no alteration or enlargement to the structure or the mounting of the sign itself.

- (f) Abandoned Signs & Failure to Maintain.
- 1. In the event that a tenant vacates a premises the owner of such premises, shall, within ten (10) days after such premises has been vacated, remove all signs owned or erected by such tenant, unless a new tenant or the owner of such premises maintains such signs in good repair and in a safe condition at all times.
- 2. When the use or required maintenance of any sign is discontinued, the owner of such sign shall immediately remove the same.
- 3. Any non-conforming sign which is unused for a continuous period of three (3) months or which advertises business activities, products, or services which have been discontinued or abandoned for a period in excess of three (3) months shall be removed or altered to comply with the provisions of this Chapter.
- 1129.02(a) states no signs are allowed in the City's ROW except in limited circumstances, and 1129.06(n) where no signs are allowed in the City's ROW – consider harmonizing.

xx[proposed changes to harmonize with 1129.02(a)]xx 1129.06 DESIGN AND CONSTRUCTION STANDARDS.

In addition to assuring compliance with the numerical standards of these regulations, the Planning Commission, when approving signs, shall consider the proposed general design, arrangement, texture, material, colors, lighting placement and the appropriateness of the proposed sign in relationship to other signs and the other structures both on the premises and in the surrounding areas, and only approve signs which are consistent with the intent, purposes, standards and criteria of the sign regulations. Specific standards for determining the appropriateness of the sign shall include, but not be limited to the following conditions:

- (a) The lettering shall be large enough to be easily read from the public street but not out of scale with the building, site or streetscape.
- (b) The number of items (letters, symbols, shapes) shall be consistent with the amount of information which can be comprehended by the viewer, reflect simplicity, avoid visual clutter and improve legibility.
 - (c) The shape of the sign shall not create visual clutter.
- (d) Signs shall have an appropriate contrast and be designed with a limited number of, and with the harmonious use of, colors. Signs and awnings, if seen in series, shall have a continuity

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of design with the style of sign generally consistent throughout the building or block. Continuity of design means uniformity of background colors or harmonious use of a limited range of complementary background colors.

- (e) The size, style and location of the sign shall be appropriate to the activity of the site as prescribed elsewhere in these regulations.
- (f) The sign shall complement the building and adjacent buildings by being designed and placed to enhance the architecture. The sign shall reflect the primary purpose of identifying the name and type of establishment.
 - (g) The sign should be consolidated into a minimum number of elements.
- (h) Instructional signs shall contain the minimum information and the minimum area necessary to convey the message and instruct the viewer in the safe and efficient use of the facility.
- (i) A sign should be constructed with a minimum of different types of material so as to provide a consistent overall appearance.
- (j) All signs in business and industrial districts may be illuminated provided that light sources to illuminate such signs shall be shielded from all adjacent residential buildings and streets, and shall not be of such brightness so as to cause glare hazardous to pedestrians or motorists, or as to cause reasonable objection from adjacent residential districts.
- (k) No flashing or moving parts shall be permitted for any sign or advertising display within the City.
- (1) No paper or similarly pliable material posters shall be applied directly to the wall, building or pole or other support. Letters or pictures in the form of advertising that are printed or painted directly on the wall of a building are prohibited, except for window signs pursuant to this chapter and conditionally permitted murals.
- (m) No sign shall be erected, located or maintained in a location where it interferes with free vision of traffic approaching any intersection of streets, roads, alleys, private drives or other vehicular ways; not where it may interfere with, obstruct the view, or be confused with an authorized traffic sign or safety device. No sign or advertising device shall be permitted which, by color, location or design, resembles or conflicts with traffic control signs or devices.
- (n) No signs shall be placed, erected or maintained so as to obstruct, in any manner, any fire escape or window, door, exit or entrance to or from any building, or otherwise be placed in the City's right of way.
- (o) No sign shall be placed, erected or maintained in a manner which will interfere with the proper and convenient protection of property by the Division of Fire.

- (p) Pennants, banners, streamers, whirliging devices, balloons, inflatable devices, and other similar devices are prohibited except for banners and pennants when part of public information signs installed by the City.
 - (q) Billboards and other off-premise signs are prohibited.
- (r) Signs of any type may not be affixed or attached to any utility infrastructure or public infrastructure within the public right-of-way.
- (s) All signs shall be designed, constructed, and erected in a professional and workmanlike manner, in conformance with all applicable building codes, and with materials which are durable for the intended life of the sign. Signs shall be designed, constructed, fastened or anchored to withstand various weather elements.
- (t) For any sign which projects above a public right-of-way, the sign owner shall obtain and maintain in force liability insurance for such sign in such form and in such amount as the Law Director may reasonably determine. Proof of such insurance shall be required prior to obtaining a permit.
- (u) Freestanding signs shall be designed and located so as not to obstruct a driver's visibility entering or exiting property or to be a safety hazard to pedestrians or vehicles, and shall comply with the requirements set forth by the Chief of Police for maintaining clear sight at an intersection.
 - (v) "Feather Signs" are prohibited.
- (w) The City Council has full review and approval authority for any sign erected in the median of State Route 6 between the walk-over bridge and Williams Street.

ORDINANCE NO. 2025-8 Introduced by Sam Artino

AN ORDINANCE AMENDING AND RESTATING SECTION 1129.09 (ALTERATION AND REMOVAL OF NONCONFORMING SIGNS) OF CHAPTER 1129 (SIGN REGULATIONS) OF THE HURON CODIFIED ORDINANCES; AMENDING AND RESTATING SECTION 1129.11 (ADMINISTRATIVE PROCEDURES) OF CHAPTER 1129 (SIGN REGULATIONS) OF THE HURON CODIFIED ORDINANCES; AMENDING AND RESTATING SECTION 1129.08 (MAINTENANCE) OF CHAPTER 1129 (SIGN REGULATIONS) OF THE HURON CODIFIED ORDINANCES; AND AMENDING AND RESTATING SUBPARAGRAPH (n) OF SECTION 1129.06 (DESIGN AND CONSTRUCTION STANDARDS) OF CHAPTER 1129 (SIGN REGULATIONS) OF THE HURON CODIFIED ORDINANCES.

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

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

<u>SECTION 1</u>. That Section 1129.09 (Alteration and Removal of Nonconforming Signs) of Chapter 1129 (Sign Regulations) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as set forth in Exhibit "A" as attached hereto and made a part hereof, shall be and hereby is amended to read as follows,

1129.09 NONCONFORMING SIGNS.

- (a) A sign that existed before the effective date of this Section and that does not now meet the regulations and requirements of this Chapter, shall be deemed a legal nonconforming sign and may continue to be used as a legal nonconforming sign in accordance with the provisions of this Section.
- (b) A legal nonconforming sign shall immediately lose its legal nonconforming sign designation and be immediately brought into compliance with this Chapter and a new permit shall be secured if so required, shall immediately be removed by its owner, or shall be subject to removal by the City at the expense of the owner or occupant of the property upon which the sign is located, upon any of the following occurrences:
 - (1) The legal nonconforming sign is structurally altered, enlarged, relocated or replaced.
 - (2) The legal nonconforming sign is determined by the City Manager or a designee thereof: to be in a dangerous or defective condition; to fail to conform to health and fire codes; to be a public nuisance; to be a hazard to public safety; or to be in need of replacement.
 - (3) The legal nonconforming sign is deteriorated, damaged, destroyed, or removed to an extent that is more than fifty percent (50%) of an estimated replacement cost of said sign as determined by the Building Inspector.
 - (4) The legal nonconforming sign is considered unused or abandoned when, for a continuous period in excess of twelve (12) months, the business activities,

products, or services, which occur or are offered for sale on the property where said sign is located and which are advertised by said sign, have been discontinued or abandoned.

- (5) There has been a change in the use of the building or the business type associated with the legal nonconforming sign.
- (6) The legal nonconforming sign has other building or zoning violations after the effective date of this Section. This does not apply to building or zoning violations of the building or property upon which the sign is located.
 - (7) The legal nonconforming sign is in the right of way.
- (c) Nothing in this Section shall prevent the ordinary repair, maintenance, and non-structural alteration of legal nonconforming signs pursuant to Section 1129.08, provided such repair, maintenance, and nonstructural alteration maintains the exact design and size of the legal nonconforming sign; however, any other proposed changes to a nonconforming sign shall require said sign be immediately made to conform to the requirements of this Chapter.

(Ord. 2025-8. Passed 4-22-25.)

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

SECTION 2. That Section 1129.11 (Administrative Procedures) of Chapter 1129 (Sign Regulations) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as set forth in Exhibit "B" as attached hereto and made a part hereof, shall be and hereby is amended to read as follows,

1129.11 ADMINISTRATIVE PROCEDURES.

Subject to the exceptions noted herein, no sign shall be erected, placed or maintained within the City limits without first obtaining a sign permit from the Zoning Inspector, upon review by the Zoning Inspector and approval from the Planning Commission, and paying the required fee. Signs containing electrical components also shall be subject to the provisions of the City Electrical Code and the permit fees required thereunder.

- (a) <u>Compliance with this Section</u>. No person shall erect, locate, move, alter, or replace any sign or cause a sign to be located or maintained, unless all provisions of this Chapter have been met and all proper permits have been obtained.
- (b) <u>Application for Sign Permit</u>. Any application for a sign permit shall be submitted to the City and include the following information or exhibits:
 - (1) A site drawing and measurements, depicting a rendition of the proposed sign, the specific location of intended posting in relation to all existing buildings and site amenities, the immediately surrounding area, and other required information which demonstrates compliance with all provisions concerning such signs, such landscape provisions, design specifications, and construction specifications.
 - (2) Name, address, and contact information of the applicant.
 - (3) Any required electrical permit.

- (c) <u>Permit Issuance</u>. The Zoning Inspector shall review the permit application and related documents, and shall examine the proposed site of erection. If he finds that the requirements of this section have been met, and that the <u>proposed</u> sign is appropriate to its proposed setting, he shall forward the application to the Planning Commission for final approval. Upon review and issuance of a sign permit, and the work authorized under the permit is not completed within six (6) months of its issuance, the permit shall become null and void.
- (d) A permit <u>shall</u> not be required for the following signs when such signs are in full compliance with these sign regulations:
 - (1) A safety/security sign in a residential district
 - (2) A building identification sign in any district
 - (3) House identification, real estate, contractor sign, or political signs not exceeding nine square feet in area and located on the appropriate privately owned property or project area
 - (4) Any changes to the message display area of a previously approved bulletin or changeable copy type sign
 - (5) Holiday themed decorations
 - (e) A permit shall be required for the following signs:
 - (1) Multiple-family and conditional uses in residential districts.
 - A. Residential or institutional identification signs;
 - B. Instructional and directional signs that are within five (5) feet of the public right of way;
 - C. All permanent signs that exceed two (2) square feet in area.
 - (2) Business, Industrial, Parking and Park districts.
 - A. Freestanding signs, ground signs, and monument signs (when permitted);
 - B. Projecting, canopy signs, awning signs, and margue signs;
 - C. Wall signs, professional occupation signs, roof signs, and suspended signs;
 - D. Changeable copy, time and temperature signs, and electronic message board signs;
 - E. Illuminated or flashing signs;
 - F. Instructional and directional that are within five (5) feet of the public right of way; and,
 - G. Permanent window signs including any elements that are painted on the window.
- (f) <u>Inspection, correction and removal</u>. If the Zoning Inspector finds that any sign is unsafe or insecure or not maintained in accordance with the requirements of this section, he

shall issue written notice to the permit holder directing its correction or removal. If the notice is not complied with within three (3) days of receipt, the Zoning Inspector shall initiate legal process to remove the sign or to enforce compliance. If the sign presents an immediate peril to persons or property, the requirement of notice is waived and the sign may be summarily removed.

(g) <u>Fees</u>. Fees for all signs, including temporary and portable, shall be that prescribed by the City Council in Section 1321.12 of the Codified Ordinances.

(Ord. 2025-8. Passed 4-22-25.)

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

<u>SECTION 3</u>. That Section 1129.08 (Maintenance) of Chapter 1129 (Sign Regulations) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as set forth in Exhibit "C" as attached hereto and made a part hereof, shall be and hereby is amended to read as follows,

SECTION 1129.08 MAINTENANCE.

All signs shall be maintained in accordance with the following:

- (a) The property owner, owner of the sign, tenant, and agent are required to maintain the sign and building in a condition fit for the intended use and in good repair, and such person or persons have a continuing obligation to comply with all Building Code requirements.
- (b) A sign in good repair shall be free of peeling or faded paint, shall not be damaged, show uneven soiling or rust streaks; shall not have chipped, cracked, broken, bent letters, panels or framing; shall not otherwise show deterioration; and shall comply with all other applicable maintenance standards of the City.
- (c) If the sign is deemed by the Zoning Inspector to be in disrepair or in an unsafe condition, such sign shall be considered an unsafe structure and all City regulations applicable for the repair or removal of such sign shall apply. If the City finds that any sign is unsafe, insecure, a menace to the public, or constructed, erected, or maintained in violation of the provisions of this Code, notice shall be given in writing by the City to the owner. The owner of the sign shall, within seven (7) days of such notification, correct such unsafe condition or remove the sign. If the correction has not been made within the allotted time, the sign may be removed or altered by the City to comply with these regulations at the expense of the owner or occupant of the property upon which the sign is located. The City may cause any sign, which, in the City's opinion, creates a danger to persons or property to be removed immediately and without notice.
 - (d) Intentionally left blank.
- (e) Whenever any sign that is currently conforming to these standards is required to be removed for the purpose of repair, re-lettering, re-facing, or repainting, the same may be done without a permit, or any payment of fees, provided there is no alteration or enlargement to the structure or the mounting of the sign itself.
 - (f) Abandoned Signs & Failure to Maintain.

- 1. In the event that a tenant vacates a premises the owner of such premises, shall, within ten (10) days after such premises has been vacated, remove all signs owned or erected by such tenant, unless a new tenant or the owner of such premises maintains such signs in good repair and in a safe condition at all times.
- 2. When the use or required maintenance of any sign is discontinued, the owner of such sign shall immediately remove the same.

(Ord. 2025-8. Passed 4-22-25.)

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

<u>SECTION 4</u>. That Subparagraph (n) of Section 1129.06 (Design and Construction Standards) of Chapter 1129 (Sign Regulations) of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows.

SECTION 1129.06 DESIGN AND CONSTRUCTION STANDARDS

(n) No signs shall be placed, erected or maintained so as to obstruct, in any manner, any fire escape or window, door, exit or entrance to or from any building, or otherwise be placed in the City's right of way.

(Ord. 2021-36. Passed 10-26-21)

shall be and hereby is amended to read as follows,

SECTION 1129.06 DESIGN AND CONSTRUCTION STANDARDS

(n) No signs shall be placed, erected or maintained so as to obstruct, in any manner, any fire escape or window, door, exit or entrance to or from any building.

(Ord. 2025-8. Passed 4-22-25.)

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

SECTION 5. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

<u>SECTION 6</u>. In accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

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

1129.09 ALTERATION AND REMOVAL OF NONCONFORMING SIGNS.

- (a) Consistent with the purposes of this Zoning Code, every graphic or other sign in violation of any provision of this Chapter shall only be removed, altered or replaced so as to conform to the provisions of this Code. Any sign which was in compliance with these regulations immediately prior to the effective date of this Code, but, on the effective date of this Code or any amendments thereto, is not in compliance with the regulations herein shall be deemed nonconforming.
- (b) Nonconforming signs shall be removed and any subsequent modification or replacement (excluding routine maintenance pursuant to Section 1129.08) shall conform to all requirements of these regulations:
 - 1. When more than fifty percent (50%) of the value of the sign has been destroyed or been removed;
 - 2. A change in the ownership of the real estate or a change in the management of the property or business will require conformity with the standards expressed in this chapter.
- (c) A nonconforming sign shall be replaced, altered, modified or reconstructed in accordance with these regulations upon a change to the existing use of the pertaining building, or the pertaining building comes under new ownership or new management. Any proposed replacement, alteration, modification or reconstruction of a nonconforming sign shall be denied by the Planning Commission or their designees if the proposed changes are not in conformance with this Code.
- (d) The Planning Commission may permit certain nonconforming signs to continue when, because of unique design features or construction qualities, the Commission determines the sign to be architecturally or historically significant. (Ord. 2015-8. Passed 8-25-15.)

1129.11 ADMINISTRATIVE PROCEDURES.

Subject to the exceptions noted herein, no sign shall be erected, placed or maintained within the City limits without first obtaining a sign permit from the Zoning Inspector, upon review by the Zoning Inspector and approval from the Planning Commission, and paying the required fee. Signs containing electrical components also shall be subject to the provisions of the City Electrical Code and the permit fees required thereunder.

(a) Compliance with this Section. No person shall erect, locate, move, alter, or replace any sign or cause a sign to be located or maintained, unless all provisions of this Chapter have been met and all proper permits have been obtained.

(b) Application for Sign Permit. Any application for a sign permit shall be submitted to the City and include the following information or exhibits:

- (1) A site drawing and measurements, depicting a rendition of the proposed sign, the specific location of intended posting in relation to all existing buildings and site amenities, the immediately surrounding area, and other required information which demonstrates compliance with all provisions concerning such signs, such landscape provisions, design specifications, and construction specifications.
- (2) Name, address, and contact information of the applicant.

(3) Any required electrical permit.

- (c) Permit Issuance. The Zoning Inspector shall review the permit application and related documents, and shall examine the proposed site of erection. If he finds that the requirements of this section have been met, and that the proposed sign is appropriate to its proposed setting, he shall forward the application to the Planning Commission for final approval. Upon review and issuance of a sign permit, and the work authorized under the permit is not completed within six (6) months of its issuance, the permit shall become null and void.
- (d) A permit shall not be required for the following signs when such signs are in full compliance with these sign regulations:

(1) A safety/security sign in a residential district

(2) A building identification sign in any district

(3) House identification, real estate, contractor sign, or political signs not exceeding nine square feet in area and located on the appropriate privately owned property or project area

(4) Any changes to the message display area of a previously approved bulletin or changeable copy type sign

(5) Holiday themed decorations

(e) A permit shall be required for the following signs:

(1) Multiple-family and conditional uses in residential districts.

A. Residential or institutional identification signs;

- B. Instructional and directional signs that are within five (5) feet of the public right of way;
- C. All permanent signs that exceed two (2) square feet in area.

(2) Business, Industrial, Parking and Park districts.

A. Freestanding signs, ground signs, and monument signs (when permitted);

B. Projecting, canopy signs, awning signs, and marque signs;

- C. Wall signs, professional occupation signs, roof signs, and suspended signs;
- D. Changeable copy, time and temperature signs, and electronic message board signs;

E. Illuminated or flashing signs;

F. Instructional and directional that are within five (5) feet of the public right of way; and,

G. Permanent window signs including any elements that are painted on the window.

- (e) Existing signs. Signs not conforming to this section but which were legal when erected may be continued in use under a special nonconforming permit. This authorization shall not extend beyond the time that the sign requires removal, replacement, relocation or major repair or renovation costing at least half the amount required for a new sign of similar size and construction. Nonconforming signs that are being brought into compliance are subject to the application review process as described in this Code.
- (f) Inspection, correction and removal. If the Zoning Inspector finds that any sign is unsafe or insecure or not maintained in accordance with the requirements of this section, he shall issue written notice to the permit holder directing its correction or removal. If the notice is not complied with within three (3) days of receipt, the Zoning Inspector shall initiate legal process to remove the sign or to enforce compliance. If the sign presents an immediate peril to persons or property, the requirement of notice is waived and the sign may be summarily removed.
- (g) Fees. Fees for all signs, including temporary and portable, shall be that prescribed by the City Council in Section 1321.12 of the Codified Ordinances.

(Ord. 2021-36. Passed 10-26-21.)

1129.08 MAINTENANCE.

All signs shall be maintained in accordance with the following:

- (a) The property owner, owner of the sign, tenant, and agent are required to maintain the sign and building in a condition fit for the intended use and in good repair, and such person or persons have a continuing obligation to comply with all Building Code requirements.
- (b) A sign in good repair shall be free of peeling or faded paint, shall not be damaged, show uneven soiling or rust streaks; shall not have chipped, cracked, broken, bent letters, panels or framing; shall not otherwise show deterioration; and shall comply with all other applicable maintenance standards of the City.
- (c) If the sign is deemed by the Zoning Inspector to be in disrepair or in an unsafe condition, such sign shall be considered an unsafe structure and all City regulations applicable for the repair or removal of such sign shall apply. If the City finds that any sign is unsafe, insecure, a menace to the public, or constructed, erected, or maintained in violation of the provisions of this Code, notice shall be given in writing by the City to the owner. The owner of the sign shall, within seven (7) days of such notification, correct such unsafe condition or remove the sign. If the correction has not been made within the allotted time, the sign may be removed or altered by the City to comply with these regulations at the expense of the owner or occupant of the property upon which the sign is located. The City may cause any sign, which, in the City's opinion, creates a danger to persons or property to be removed immediately and without notice.
- (d) Whenever any sign that is currently nonconforming to this Code, and is required to be removed or altered for the purpose of repair, re-lettering, re-facing, or repainting, the sign will be subject to the City's sign permitting and review process in order to bring the sign into compliance.
- (e) Whenever any sign that is currently conforming to these standards is required to be removed for the purpose of repair, re-lettering, re-facing, or repainting, the same may be done without a permit, or any payment of fees, provided there is no alteration or enlargement to the structure or the mounting of the sign itself.
- (f) Abandoned Signs & Failure to Maintain.
 - 1. In the event that a tenant vacates a premises the owner of such premises, shall, within ten (10) days after such premises has been vacated, remove all signs owned or erected by such tenant, unless a new tenant or the owner of such premises maintains such signs in good repair and in a safe condition at all times.
 - 2. When the use or required maintenance of any sign is discontinued, the owner of such sign shall immediately remove the same.
 - 3. Any non-conforming sign which is unused for a continuous period of three (3) months or which advertises business activities, products, or services which have been discontinued or abandoned for a period in excess of three (3) months shall be removed or altered to comply with the provisions of this Chapter. (Ord. 2015-8. Passed 8-25-15.)



TO: Mayor Tapp and City Council

FROM: Matthew Lasko

RE: Motion

DATE: March 25, 2025

Recommendation

Chris Harlan - Application (PC, BZA, HJRD) (2).pdf



Boards & Commissions Volunteer Application

Thank you for your interest in serving the City of Huron through a Board or Commission. We have various Boards and Commissions that may be of interest. Please note, many Boards and Commissions require a specific skill set or qualifications. A full listing of our boards and committees is on the back side of this application.

Please fill out the requested information below. Your application will then be forwarded to the Huron City Council for their approval when a vacancy occurs.

Name: Chris Harlan	
How long have you been a city resident?: grew up in Address:	Huron, moved back to Huron in 2020
	mail: cdh@bex.net
Place of Employment/Occupation: retired from City of Huron Boards	and Commissions
(Please check all that	are of interest)
Charter Review Commission Planning Commission Huron Joint Port Authority Income Tax Board of Review City Council Finance Committee Tax Incentive Review Committee	Board of Building and Zoning Huron Joint Recreation District Records Commission Erie County Board of Health Utilities Committee
Please list any specific education/experience/credentials	that you have which would benefit the board/commission

you are interested in applying for:

From 1987 to 1992 I was Building and Zoning Officer for the City Of Norwalk, before transfering to the Water Filtration Plant. Worked with the Board of Zoning Appeals as well as the Planing Commission. Was Building Inspector for the same time period.

Not listed but intrested in the Personnel Appeals Board vacancy.



TO: Mayor Tapp and City Council

FROM: Todd Schrader

RE: Resolution No. 27-2025 (submitted by Todd Schrader)

DATE: March 25, 2025

Subject Matter/Background

If approved, Mr. Hamilton will assume the role of Interim City Manager from 12:01AM April 19th, 2025, and continue through 11:59PM December 31st, 2025. The attached Employment Agreement memorializes the term and conditions.

Financial Review

This agreement is properly budgeted for.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Resolution No. 27-2025 is in order.

Resolution No. 27-2025 Stuart Hamilton Employment Agreement Interim City Manager.docx Resolution No. 27-2025 Exh A Stuart Hamilton Employment Contract Interim City Manager.pdf

RESOLUTION NO. 27-2025 Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE APPOINTMENT OF STUART HAMILTON AS CITY MANAGER ON AN INTERIM BASIS EFFECTIVE APRIL 19, 2025 AT 12:00AM, AND AUTHORIZING AN EMPLOYMENT AGREEMENT MEORIALIZING THE SAME.

WHEREAS, City Manager Matthew Lasko tendered his resignation to City Council on February 17, 2025, which resignation was accepted by Council and is effective as of April 18, 2025 at 11:59pm; and

WHEREAS, Council desires to appoint Stuart Hamilton, 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, on an interim basis, until December 31, 2025, or until a long-term full-time City Manager is selected and starts working that position, and to authorize an Employment Agreement memorializing the same.

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

<u>SECTION 1</u>. That Huron City Council appoints Stuart Hamilton to serve as the City Manager on an interim basis, during which time he shall be referred to as the "Interim City Manager," but shall perform all duties and functions and exercise the same authority provided to the City Manager under the Charter and Codified Ordinances.

<u>SECTION 2</u>. That Council authorizes the Mayor to execute an Employment Agreement which establishes the terms and conditions of Mr. Hamilton's employment as Interim City Manager, which shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

	Monty Tapp, Mayor
ATTEST:Clerk of Council	
ADOPTED:	

EMPLOYMENT AGREEMENT

This 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 in that capacity as the Interim City Manager, in accordance with the terms and conditions set forth below:

SECTION 1: TERM

The term of this Agreement shall be from 12:00 a.m. Eastern Standard Time on Saturday, April 19, 2025 until 11:59p.m. Eastern Standard Time on December 31, 2025, or until a long-term, full-time City Manager is selected and starts working in that position (if at all). 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.

It is understood that during the term of this Agreement, Employer may be engaging in a search for a long-term, full-time City Manager. Employee understands that his employment as Interim City Manager does not entitle him to the long-term, full-time position of City Manager upon completion of the term of this Agreement, and it is incumbent upon Employee to engage in and participate in the Employer's candidate selection and hiring process for the long-term, full-time City Manager if he wishes to be considered for the position.

Upon Employer's completion of the selection process for the long-term, full-time City Manager position, Employee shall be entitled to the following:

- 1. If the Employee is not selected for the full-time, long-term City Manager position, or if the Employee desires to no longer serve as Interim City Manager, Employee may return to his position as Service Director, subject to the discretion of the long-term, full-time City Manager. Subject to the provisions of Section 9 of this Agreement, if, after sixty (60) days from the start date of the long-term, full-time City Manager, either the City Manager or the Employee decide that the Employee will no longer maintain employment with the Employer, Employee shall receive only those benefits provided to other City Employees should the Employee voluntary resign employment with Employer.
- 2. If the Employee is selected for the full-time, long-term City Manager position, Employee and Employer will negotiate a comprehensive employment agreement that will supersede this Agreement in its entirety.
- 3. If the Employer decides for any or no reason that Employee should no longer serve as Interim City Manager and terminates Employee's employment with the City, then Employee shall receive the compensation and benefits provided for in Section 9 of this Agreement.

SECTION 2: DUTIES AND AUTHORITY

Employee, as the Interim 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

<u>Base Salary.</u> Employer agrees to pay Employee an annual base salary of One Hundred Twenty-Eight Thousand and No/100 Dollars (\$128,000.00), 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 Interim 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. Upon commencing employment, 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 nay 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
	By: Monty Tapp, Mayor
	Date:
	EMPLOYEE
	Stuart Hamilton
Approved as to form:	Date:
Todd A. Schrader, Esq., Law Director	