

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

#### **CITY COUNCIL — REGULAR COUNCIL MEETING**

Tuesday, April 22, 2025 @ 6:30 PM
City Council Chambers
417 Main Street
Huron, Ohio 44839

- I. Call To Order Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council
- III. Approval of Minutes
  - III.a Minutes of the April 8, 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. Old Business

V.a Ordinance No. 2025-7 (third and final 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).

V.b Ordinance No. 2025-8 (third and final 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), and to amend and replace Section 1129.08 (Maintenance).

# VI. New Business

**VI.a** Resolution No. 34-2025 (*submitted by Chief Terry Graham*)

A resolution authorizing an agreement with Axon for the purchase of three (3) Fleet 3 cruiser cameras and door triggers, software and related equipment in the amount of \$42,650.37.

VI.b Resolution No. 35-2025 (submitted by Stuart Hamilton)

A resolution authorizing an agreement with Seeley, Savidge, Ebert & Gourash Co., LPA for the

provision of Law Director services at an annual rate of \$154,500.

**VI.c** Resolution No. 36-2024 (*submitted by Doug Steinwart*)

A resolution ratifying a grant application to the Congresswoman Marcy Kaptur FY 26 Housing and Urban Development Community Funding Request relating to the Huron Boat Basin Rehabilitation Project in the amount of \$5,000,000, and authorizing acceptance of the same, should the application be successful.

VI.d Resolution No. 37-2025 (submitted by Doug Steinwart)

A resolution authorizing a License Agreement with the Huron Rotary Club for the Huron Rotary Festival to be held on June 28, 2025.

**VI.e** Resolution No. 38-2025 (submitted by Jack Evans)

A resolution authorizing the purchase of a 2025 Mack MD7 42R Chassis to be outfitted with a Bibeau MS-HD 10' dump body from Northern Ohio Truck Center for the price of \$125,110.

**VI.f** Resolution No. 39-2025 (submitted by Doug Steinwart)

A resolution authorizing an agreement with the Huron River Fest, Inc. for the 2025 Huron River Fest to be held on July 11-12, 2025.

# VII. City Manager's Discussion

# VIII. Mayor's Discussion

# IX. For the Good of the Order

# X. Executive Session(s)

**X.a** Executive Session for consideration of the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee.

# XI. Adjournment



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

**RE:** Ordinance No. 2025-7 (third and final reading) (submitted by Todd Schrader)

**DATE:** April 22, 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 affected 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.

Other than shortening the title of the ordinance to include only parcel numbers (addresses have been removed) on its second reading, there have been no changes made to this legislation since its first reading on March 25, 2025.

# **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 third and final reading is in order.

Ordinance No. 2025-7 Two Rivers Rezoning Ordinance to R-1 and R-1 PUD (5).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 IDENTIFIED AS 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 THE CURRENT R-2 PUD (ONE- AND TWO-FAMILY RESIDENCE DISTRICT – PLANNED UNIT DEVELOPMENT); AND

FURTHER AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HURON TO REFLECT THE REZONING OF THE FOLLOWING PARCELS IDENTIFIED AS ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS: 42-00119.000; 42-00118.000; AND 42-00117.000, 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:

SECTION 1. 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, 42-00119.012, 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.

SECTION 2. 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.

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

	Monty Tapp, Mayor
ATTEST:	
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 BURRGENCY

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;

NCH, 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

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# 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

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# 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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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

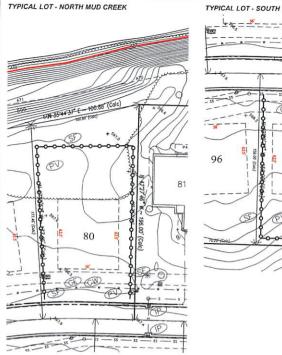
419.340.2650 fax 419.726.1995

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** 

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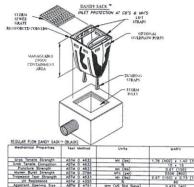
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(P) OUTLET PROTECTION/RIP-RAP (P) PERMANENT VEGETATION (P) (T) TEMPORARY / (P) PERMANENT LIMITS OF DISTURBANCE

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 TAM STORAGE AREAS, VEHICLE FUELING AREAS, MATERIAL STORAGE AREAS AND STAING AREAS. THE CONTRACTOR SMALL RECORD THE LOCATION OF ALL OF THESE AREAS ON THE CONSTRUCTION FLANS FOR THE GOLD ROGION PERMIT AT THE CONTRACTOR SMALL CONSULT WITH THE DEVELOPER PRIOR BOATES FOR THE CONSTRUCTION TRAFFIC ASSOCIATED WITH THE DEVELOPER PRIOR BOUTES FOR THE CONSTRUCTION TRAFFIC ASSOCIATED WITH THE PROJECT AND COORDINATE ANYALL LANGE CLOSURES OR CLOSURES. THE CONSTRUCTION TRAFFIC ASSOCIATED WITH THE PROJECT LOCATION THAN THE SWIP PLAN FOR THE PROJECT LOCATION ON THE MAY AREA ACCESSIBLE BY THE GENERAL PUBLIC LOCATION FOR THE MAY AREA ACCESSIBLE BY THE GENERAL PUBLIC TO THE ONLY AND ASSOCIATION OF THE SWIP PLAN SHALL BE ACCESSIBLE TO CITY OF HIROM. EVILS AND ASSOCIATION OF THE SWIP PLAN SHALL BE ACCESSIBLE TO CITY OF HIROM. EVILS AND ASSOCIATION OF THE SWIP PLAN SHALL BE ACCESSIBLE TO CITY OF HIROM. EVILS AND ASSOCIATION OF THE SWIP PLAN SHALL BE ACCESSIBLE TO CITY OF HIROM. EVILS AND ASSOCIATION OF THE SWIP PLAN SHALL BE ACCESSIBLE TO CITY OF HIROM. EVILS AND ASSOCIATION OF THE SWIP PLAN SHALL BE ACCESSIBLE TO CITY OF HIROM. EVILS AND ASSOCIATION OF THE SWIP PLAN SHALL BE ACCESSIBLE TO CITY OF HIROM.

# **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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) 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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SHELTERED BROOK ~ LOT S RIVERS CONDOMINIUM ~ PHASE I SHELTER BROOK DRIVE CITY OF HURON, ERIE COUNTY, TWO

> 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: Terri Welkener, Clerk of Council

**RE:** Ordinance No. 2025-8 (third and final reading) (submitted by Matt Lasko)

**DATE:** April 22, 2025

# Subject Matter/Background

Ordinance No. 2025-8 requests amendments to Chapter 1129 of the Huron Codified Ordinances relating to Sign Regulations. This ordinance is on its third and final reading, and amendments to the ordinance made since its first reading are noted below.

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 include:

- 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.

CHANGE SINCE FIRST READING: Subparagraph (b)(7) of Section 1129.09, which read as follows: "(7) The legal nonconforming sign is in the right of way," has been deleted.

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.

CHANGE SINCE FIRST READING: With the deletion of Section 1129.09(b)(7), there are now no proposed changes to Section 1129.06(n), and that Section has been removed from the ordinance.

### **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 third and final 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 (5).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)<sup>2</sup> 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, whirligig 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; AND AMENDING AND RESTATING SECTION 1129.08 (MAINTENANCE) 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:

SECTION 1. 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.
- (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.

<u>SECTION 2</u>. 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 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.
- (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 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 5</u>. In accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

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

### 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: Terry Graham

**RE:** Resolution No. 34-2025 (submitted by Chief Terry Graham)

**DATE:** April 22, 2025

### Subject Matter/Background

### AS SUBMITTED BY TERRY GRAHAM, JR., CHIEF OF POLICE:

The police department is requesting council approval for the resolution to purchase of three AXON FLEET 3 cruiser cameras to be installed in the two new SUV cruiser purchased in 2025 and the new K9 SUV that was purchased in 2024. The cruiser cameras will be synced with our body worn cameras, Tasers, and our video evidence management system. The contract is for 5-years for a total of \$42,650.24 which is \$8,530.07 annually.

### **Financial Review**

This purchase has been properly budgeted in the General Equipment (110-1010-55204) line item for the next five years.

### **Legal Review**

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

### Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 34-2025 is in order.

Resolution No. 34-2025 Axon 5-Yr Contract for 3 Fleet 3 Cruiser Cameras \$42,650.34 (1).docx Resolution No. 34-2025 Exh A AXON - Cruiser Camera Contract 2025.PDF

### RESOLUTION NO. 34-2025 Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF THREE (3) FLEET 3 ADVANCED VEHICLE CAMERAS AND DOOR TRIGGERS, SOFTWARE, AND RELATED EQUIPMENT FOR THE HURON POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED FORTY-TWO THOUSAND SIX HUNDRED FIFTY AND 34/100 DOLLARS (\$42,650.34)

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

SECTION 1: That the City Manager is authorized and directed to enter into an agreement with Axon Enterprise, Inc. for the purchase of three (3) Fleet 3 Advanced vehicle cameras and door triggers, software, and related equipment for the Huron Police Department in an amount not to exceed Forty-Two Thousand Six Hundred Fifty and 34/100 Dollars (\$42,650.34); a copy of the agreement is attached hereto as Exhibit "A" and incorporated herein 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.

<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:	CIEFR OF COURCIF		



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States VAT: 86-0741227 Domestic: (800) 978-2737 International: +1.800.978.2737

Estimated Contract Start Date: 06/01/2025

Account Number: 492662

Payment Terms: N30

Delivery Method:

Quote Expiration: 12/24/2024

Q-565733-45650.636JC

Issued: 12/24/2024

Huron Police Dept OH 417 Main St Huron, OH 44839-1652 USA	SHIP TO
Huron Police Dept OH 417 Main St Huron OH 44839-1652 USA Email:	BILL TO

Jason Churan Phone: Email: jchuran@axon.com Fax:	SALES REPRESENTATIVE
Terry Graham Phone: 419-433-5000 Email: terry.graham@huronohio.us Fax:	PRIMARY CONTACT

## **Quote Summary**

ESTIMATED TOTAL W/ TAX	TOTAL COST	Program Length
\$42,650.34	\$42,650.34	60 Months

## **Discount Summary**

TOTAL SAVINGS	Average Savings Per Year

\$42,650	\$0.00		Total
\$8,530.07	\$0.00	\$8,530.07	May 2029
\$8,53			
\$8,53			
\$8,53	A1000000000000000000000000000000000000		
	\$0.00		
	Tax	Subtotal	Date
del des gales sent d'Altimes appearant les innerties de manifest de present de parties de production y de la c			Payment Summary

**Quote Unbundled Price:** 

\$55,572.60 \$45,859.80 \$42,650.34

Quote List Price: Quote Subtotal:

### Pricing

# All deliverables are detailed in Delivery Schedules section lower in proposal

Total	71210	A la Carte Hardware	Fleet3A	Program	Item
	AXON FLEET - DOOR TRIGGER HARDWARE - US	are	Fleet 3 Advanced		Description
	2		3		Qty
			60		Qty Term
			\$308.53		Unbundled
	\$18.60		\$254.57		Unbundled List Price
	\$17.67		\$236.75		Net Price
\$42,650.34	\$35.34		\$42,615.00		Subtotal
\$0.00	\$0.00		\$0.00		Tax
\$42,650.34	\$35.34		\$42,615.00		Total

### **Delivery Schedule**

Bundle	Item	Description	QTY	Shipping Location	<b>Estimated Delivery Date</b>
Fleet 3 Advanced	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	ω		05/01/2025
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	ω	_	05/01/2025
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	ယ		05/01/2025
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	ယ	_	
Fleet 3 Advanced	72049	AXON FLEET 3 - SIM INSERTION - TMO	ω	_	05/01/2025
A la Carte	71210	AXON FLEET - DOOR TRIGGER HARDWARE - US	2	_	05/01/2025
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	ယ	_	05/01/2030

Bundle	Item	Description	OT/	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	ω	06/01/2025	05/31/2030
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	ω	06/01/2025	05/31/2030
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	ш	06/01/2025	05/31/2030
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	6	06/01/2025	05/31/2030

### Services Bundle Fleet 3 Advanced

**Item** 73391

Description
AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED

S QTY

Bundle	Item	Description	QTY Est	imated Start Date	Estimated End Dat
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	ယ	05/01/2026	05/31/2030
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	ω	3 05/01/2026 05/31/2030	05/31/2030

## **Shipping Locations**

Total	Year 5	Year 5	Invoice Plan	May 2029	Total	Year 4	Year 4	Invoice Plan	May 2028	Total	Year 3	Year 3	Invoice Plan	May 2027	origina in tradicional conductive de montres quincipative de la destrictive de la constitución de la constit	Total	Year 2	Year 2	Invoice Plan	May 2026		Total	Year 1	Year 1	Invoice Plan	May 2025	Payment Details			Location Number
	Fleet3A	71210	Item			Fleet3A	71210	Item			Fleet3A	71210	ltem				Fleet3A	71210	Item				Fleet3A	71210	Item			417 Main St	447 M :- 21	Street
	Fleet 3 Advanced	AXON FLEET - DOOR TRIGGER HARDWARE - US	Description			Fleet 3 Advanced	AXON FLEET - DOOR TRIGGER HARDWARE - US	Description			Fleet 3 Advanced	AXON FLEET - DOOR TRIGGER HARDWARE - US	Description				Fleet 3 Advanced	AXON FLEET - DOOR TRIGGER HARDWARE - US	Description				Fleet 3 Advanced	AXON FLEET - DOOR TRIGGER HARDWARE - US	Description			nuion		City
	ω	2	Qty			ω	2	Qty			သ	2	Qty				3	2	Qty				ယ	2	Q.					
\$8,530.07	\$8,523.00	\$7.07	Subtotal		\$8,530.07	\$8,523.00	\$7.07	Subtotal		\$8,530.07	\$8,523.00	\$7.07	Subtotal			\$8,530.07	\$8,523.00	\$7.07	Subtotal			\$8,530.06	\$8,522.99	\$7.07	Subtotal			<u> </u>		State
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		).00	Tax		\$0.00	endormal digenty publications, p.P., D.D. principal	0.00	Tax		\$0.00	and and an about the forest the following statement and an about	A STATE OF THE PROPERTY OF THE	Tax	Programme de la marce della ma		\$0.00	east de sans de set de propriée de set de constitue de set de		Tax					\$0.00	Tax			9	ASII	Country
\$8,530.07	\$8,523.00	\$7.07	Total		\$8,530.07	\$8,523.00	\$7.07	Total		\$8,530.07	\$8,523.00	\$7.07	Total			\$8,530.07	\$8,523.00	\$7.07	Total			\$8,530.06	\$8,522.99	\$7.07	Total					V

prior to invoicing. Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

## Axon Master Services and Purchasing Agreement:

as described below. Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement

### ACEIP:

develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to

## Acceptance of Terms:

are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you

Page 5 Q-565733-45650.636JC



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

**RE:** Resolution No. 35-2025 (submitted by Stuart Hamilton)

**DATE:** April 22, 2025

### Subject Matter/Background

This resolution will accept the proposal and authorize an agreement with Seeley, Savidge, Ebert & Gourash Co., LPA ("SSEG") for the provision of legal services as Law Director for the City of Huron. This is an extension of a one-year agreement due to expire on June 3, 2025. The monthly rate will remain the same as the prior agreement at \$12,875/month (annual \$154,500). The pertinent terms of the agreement extension are as follows:

- One-year term;
- Either party may terminate the agreement on ninety (90) days' prior written notice;
- Covers basic legal and Law Director duties for the City;
- Litigation and additional projects are billed separately on a flat fee or \$200 per hour as agreed;
- Todd Schrader will continue as Law Director;
- Gary Ebert will continue as Assistant Law Director;
- Monthly flat fee of \$12,875, with no cap on hours worked.

### **Legislative History**

Resolution 2020-41 (adopted 6-4-20) - Initial Agreement w/monthly rate of \$10,000, capped at 60hrs per month; Resolution 32-2021 (adopted 5-25-21) - One-year agreement w/monthly rate of \$12,500, no cap on hours worked:

Resolution 55-2022 (adopted 5-10-22) - Identical to Resolution 32-2021, other than term.

Resolution 30-2023 (adopted 5-9-23) - Identical to Resolution 32-2021, other than term.

Resolution 47-2024 (adopted 5-28-24) - 3% increase to monthly rate of \$12,875, no cap on hours worked.

### **Financial Review**

The Law Director position is paid out of various City funds, including the General Fund and Water fund. The annual fee has been properly accounted for in the 2025 Budget.

### **Legal Review**

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

### Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 35-2025 is in order.

Resolution No. 35-2025 SSEG Contract \$154,500 (1).docx Resolution No. 35-2025 Exh A SSEG Agreement.pdf

### RESOLUTION NO. 35-2025 Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT, ON BEHALF OF THE CITY OF HURON, WITH SEELEY, SAVIDGE, EBERT & GOURASH CO., LPA FOR THE PROVISION OF LEGAL SERVICES FOR A PERIOD OF ONE YEAR FROM JUNE 4, 2025 THROUGH JUNE 3, 2026 IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED AND XX/100 DOLLARS (\$154,500.00)

WHEREAS, the firm of Seeley, Savidge, Ebert & Gourash Co., LPA (hereinafter known as SSE&G) has extensive experience in the provision of Municipal Legal Services; and

WHEREAS, the City and the firm of SSE&G will enter into an agreement to ensure legal representation of the City; and

WHEREAS, such representation and obligations are set out in the Contract attached hereto as Exhibit "A"; and

WHEREAS, the City Council for the City of Huron finds that it is in the best interest of the City and residents of the City to enter into an agreement with SSE&G for legal services.

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

<u>SECTION 1</u>: The Huron City Council authorizes the City Manager to execute the Contract for Legal Services between SSE&G and the City of Huron for the period of one (1) year in an amount not to exceed One Hundred Fifty Four Thousand Five Hundred and xx/100 Dollars (\$154,500.00), as set forth in 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.

<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:			



26600 Detroit Road, Suite 300 Westlake, Ohio 44145 (216) 566-8200 Fax: (216) 566-0213

April 8, 2025

Monty Tapp, Mayor Matt Lasko, City Manager City of Huron Ohio 417 Main Street Huron, Ohio 44839

RE: Legal Services

Dear Messrs. Tapp and Lasko:

Seeley, Savidge, Ebert & Gourash Co., LPA ("SSE&G") hereby submits the following proposal to provide continuing legal services to the City of Huron, which will be for a one (1) year term commencing June 4, 2025, and expiring on June 3, 2026 (provided, however, that this proposed arrangement is formally approved by the City of Huron prior to June 4, 2025).

### Section One. Firm Overview and Qualifications

SSE&G is a premiere transactional and litigation firm located in Westlake, Ohio. Our attorneys counsel over 500 clients throughout the United States, including entrepreneurs and startups, Fortune 500 companies, municipalities and government agencies and individuals. Our goal is to provide efficient, effective and creative legal services to meet the distinct needs of our clients. In furtherance of that goal, we provide advice and representation to our municipal and private clients that allow policymakers and boards to achieve their goals while minimizing legal risk.

SSE&G offers practical legal solutions in more than 15 areas of law, including public law, governmental services, land use, public funding, tax abatements, labor and employee relations, real estate, insurance, civil litigation and worker's compensation. We have a strong history of providing services in the area of municipal law and attorneys practicing in this area have extensive experience interacting with government entities and officials. Our team of attorneys brings together expertise in litigation and appellate advocacy in state and federal courts, appearing before administrative bodies and providing legal advice to all municipal departments.

### Section Two. Basic General Services

SSE&G is prepared to undertake all basic general legal duties for the City of Huron, including:

 Serving as counsel at all regular and special Council Meetings, including Planning and Zoning Commission and any other boards and commissions as directed by the Mayor or City Manager.

- Providing thorough legal advice and written opinions as requested by the Mayor, City Manager, City Council and/or City Directors.
- Drafting ordinances and resolutions upon request of the Mayor, City Manager, City Council and/or City Directors.
- Providing legal advice and guidance to City officials, as necessary.
- Responding to inquiries regarding City matters.
- Attending meetings and discussions with City, County, State and Federal officials and other government officials.
- Reviewing and approving contracts, ordinances, resolutions and any other written documents, as requested by the Mayor, City Manager or City Directors.
- Representing the City regarding personnel matters, through the level of administrative proceedings before the Mayor, City Manager and other City Officials.

### Section Three. Additional Services.

The Firm is also prepared to continue representing the City of Huron in any litigation or additional projects, outside of the basic general legal services outlined herein. Subject to agreement, SSE&G will provide special legal services for litigation or additional projects beyond the normal, basic general legal services on a flat fee or hourly basis as agreed upon in advance by the parties. These services include attending to litigation-related matters, complex contracts, employment, workers compensation, and other personnel matters (including disciplinary proceedings), appearance and counsel to Planning Commission and Board of Zoning Appeals, and all litigation-related matters, including but not limited to defense of litigation either directly on behalf of the City or as appointed counsel through the City's insurance carrier(s).

### Section Four. Proposed Legal Counsel

SSE&G plans to continue working as a team, providing a network of legal support and Law Director services for the City of Huron across all of our practice areas, including sharing the basic general service responsibilities and duties in order to provide comprehensive coverage at Council meetings and Board meetings as needed. Attorneys Gary Ebert and Todd Schrader will be lead counsel on these matters, with Todd Schrader continuing as Law Director and Gary Ebert continuing as Assistant Law Director. Other SSE&G attorneys will be utilized to assist with provision of basic general services, including periodic attendance at the City of Huron, and to address other projects as assigned.

### Section Five. Proposed Fees

For the basic general services, we propose to provide said services for \$12,875/monthly (no increase over the currently-expiring year of service) on a flat-fee basis due and payable on or before the first of each month; fees are earned upon receipt of payment. Of the fee, \$40,000.00 per annum (\$3,333.33/monthly) will be paid to Todd A. Schrader, Law Director, by way of W-2 compensation as a part-time employee. The balance of the monthly fee will be paid monthly, net of taxes and pension-related expenses incurred by the City. For avoidance of doubt, taxes and pension-related expenses related to Atty. Schrader's part-time employment shall be borne by SSE&G and shall serve to reduce the monthly obligation of the City to SSE&G. Invoices will be billed monthly. It is envisioned that the basic general services shall equate to approximately 60 hours of SSE&G professional time monthly, which may be adjusted by agreement of the parties, but in no event should any excess in the amount of monthly hours provided restrict or impair the continuing representation of the City during the term of this Agreement. Notwithstanding any contrary provision of this correspondence, and unless the parties agree in writing otherwise, either party may terminate the services of SSE&G on ninety (90) days prior written notice to the other.

For additional projects outside of the scope of the basic general services outlined above, SSE&G will offer a discounted blended hourly rate of \$200.00 per hour, unless a different rate is agreed to by SSE&G and the City of Huron. SSE&G will be reimbursed for all out-of-pocket expenses incurred relating to litigation and additional projects. Such out-of-pocket expenses include, for example, the following: travel-related expenses, computer-assisted research, long distance telephone charges, copying charges, messenger services and overnight delivery. When involved in litigation with the Firm, there will be no duplication of services by individuals from the same Firm when providing defense on behalf of the City of Huron.

Please accept our genuine gratitude for the continuing opportunity to serve the legal needs of the City of Huron, and we look forward to assisting the City and its administration, leadership team and staff. Should you have any questions, please do not hesitate to call. We remain

Very truly yours,

Gary A. Ebert

Todd A. Schrader



**TO:** Mayor Tapp and City Council

**FROM:** Doug Steinwart , Operations Manager

**RE:** Resolution No. 36-2024 (*submitted by Doug Steinwart*)

**DATE:** April 22, 2025

### **Subject Matter/Background**

Resolution No. 36-2024 requests ratification of a grant funding application made to Congresswoman Marcy Kaptur's FY26 Housing and Urban Development Community Project Funding Request. The funding request included the following information, which was submitted prior to the application deadline of April 16, 2025.

### **Key Notes**

- Rehabilitation; blight removal; and construction and capital improvements of public facilities; community development or economic development benefits.
- Community Project Funding within the Community Development Fund account of the HUD title is intended for economic and community development activities, consistent with statutory and additional Committee requirements.
- Projects with a clear economic development benefit for a community or region, such as workforce training centers; and
- Projects that meet a compelling local need consistent with statutory purposes. For example, food banks in
  economically disadvantaged neighborhoods, youth and senior centers, and multipurpose community
  centers would be strong submissions.
- Projects require substantial evidence of community support to be considered for funding
- The "Buy America Preference" (BAP), in the Build America Buy America (BABA) Act within the Infrastructure Investment and Jobs Act (P.L. 117-58), requires that all iron and steel, construction materials, and manufactured products used in federally funded infrastructure projects are produced in the United States
- All community letters of support must be submitted by Wednesday, April 16, 2025 to repkapturcdfrequests@gmail.com.

### Q & A

Explanation of why the project is a good use of taxpayer funds (This will be posted publicly on Congresswoman Kaptur's website.) Is this project consistent with the primary objective of the community development program? Please include an assessment of community impact, including how many people would benefit.

The Huron Boat Basin Marina Renovation Project is a strong candidate for Community Project Funding under the HUD Community Development Fund, aligning directly with federal priorities for capital improvements, blight removal, and community revitalization. Constructed over 50 years ago, the marina's aging infrastructure—including docks, walkways, risers, and retaining walls—has exceeded its useful life. This project proposes a full

rehabilitation of the facility to eliminate safety hazards, improve public access, and meet modern environmental and accessibility standards.

This investment meets a compelling local need. The Huron Boat Basin is a vital public asset serving as a multi-use waterfront community center, hosting youth and senior events, free public entertainment, and educational programming. These improvements will enhance services for local residents, expand capacity for community activities, and ensure ADA compliance. Located in Erie County, where 10.1% of residents live in poverty, the project directly supports equitable access to safe recreational spaces for underserved populations.

The renovation also delivers clear economic development benefits. It will create short-term construction jobs—prioritizing materials and labor in compliance with the Build America Buy America Act—and long-term employment in tourism, event management, and hospitality. Local businesses, from marinas and restaurants to retail shops, will benefit from increased foot traffic and tourism, strengthening the regional economy.

With overwhelming community support and a proven track record as a cultural and economic anchor, the Huron Boat Basin project is a strategic and high-impact use of taxpayer funds, supporting both the rehabilitation of public facilities and the advancement of regional development goals.

### Who are the community partners participating in this project? Have local community development organizations with prior experience with HUD programs been consulted?

The Huron Boat Basin Marina Renovation Project is being led by the City of Huron Parks & Recreation Department, with additional support from the City Manager's Office, Public Works Department, and Planning and Development Office. These municipal entities are actively coordinating the project's planning, public outreach, and integration with broader revitalization efforts across Huron's downtown waterfront. Key community partners include:

- Firelands Forward a regional workforce and economic development coalition working to align employment opportunities and community infrastructure needs.
- Greater Sandusky Partnership representing local business interests, promoting economic activity, and supporting tourism-driven initiatives.
- Huron Historical Society involved in preserving the cultural and historic significance of the Boat Basin and its surrounding landmarks.
- Huron City Schools and EHOVE Career Center supporting educational outreach and potential student involvement in environmental and vocational learning programs tied to marina revitalization.

While this project is a new capital endeavor, the City of Huron has previously collaborated with organizations familiar with HUD-related processes, including the Erie County Regional Planning Commission, which has administered Community Development Block Grants (CDBG) for eligible projects. The city also maintains communication with Ohio Sea Grant/Ohio Clean Marinas Program, which brings experience in federal compliance and environmental planning. These partnerships provide broad community support and technical guidance to ensure that the project meets HUD standards, aligns with regional development goals, and reflects the needs of Huron residents and surrounding communities.

### Budget - Please describe in detail how the requested federal funding will be used by the grantee.

The requested federal funding will be used by the City of Huron to complete critical infrastructure rehabilitation at the Huron Boat Basin Marina, a publicly owned and operated facility under the City's Parks & Recreation

Department. The funding will directly support construction-related activities necessary to restore the safety, usability, and environmental compliance of this important waterfront destination.

Specifically, the federal funds will be used for the following capital improvements:

- 1. In-Water Infrastructure \$1,896,570
  - Mobilization \$10,000
  - New Floating Docks \$997,500
  - New Access Ramps \$105,000
  - New Dock Utilities (electric, water) \$395,500
  - New Dock Piles \$113,000
  - Contingency (15%) \$243,150
  - Bond & Insurance (2%) \$32,420
- 2. Concrete Riser Repairs \$38,679
  - Mobilization \$10,000
  - Sawcut & Demo of Damaged Concrete \$5,000
  - Install Steel Dowels \$12,800
  - Excavate & Replace Backfill \$815
  - New Reinforced Concrete \$4,444
  - Contingency (15%) \$5,460
  - Bond & Insurance (2%) \$661
- 3. Concrete Walkway Repairs \$680,823
  - Mobilization \$10,000
  - Demo and Remove Existing Concrete \$39,900
  - New Reinforced Walkways \$532,000
  - Contingency (15%) \$87,285
  - Bond & Insurance (2%) \$11,638
- 4. Retaining Wall Replacement \$1,138,235
  - Mobilization \$10,000
  - Excavation & Stockpiling \$25,000
  - Demo and Removal of Existing Walls \$45,000
  - Repair Concrete Footers \$166,800
  - New Modular Retaining Walls \$641,250
  - Footer Drainage & Backfill \$64,800
  - Site Restoration \$10,000
  - Contingency (15%) \$145,928
  - Bond & Insurance (2%) \$19,457

All procurement, construction, and materials acquisition will comply with the Build America, Buy America (BABA) provisions, ensuring that all iron, steel, construction materials, and manufactured products are produced in the United States.

This federal investment will result in a fully revitalized, accessible, and environmentally sustainable marina that supports long-term economic, recreational, and cultural development for the Huron community and the greater Erie County region.

Amount Requested for the Community Project Funding and the total project cost.

\$5,000,000

### If the request does not fully fund the project, please describe the source(s) of funding necessary to complete the project

If this Community Project Funding request does not fully cover the total cost of the Huron Boat Basin Marina Renovation Project, the City of Huron is prepared to leverage a combination of local and external funding sources to complete the project. These include:

- City Capital Improvement Fund
  - The City of Huron has allocated limited general capital improvement dollars, which may be applied toward specific project components such as lighting, landscaping, and site restoration.
- State and Regional Grant Opportunities
  - The city is actively pursuing additional funding through state-level programs, including the Ohio
     Department of Natural Resources (ODNR) grants, the Ohio Clean Marinas Program, and Erie County
     economic development initiatives.
- Private Donations and Sponsorships
  - The city is working with local organizations and businesses to secure sponsorships and philanthropic contributions to support specific amenities, such as public seating areas, educational signage, or event infrastructure.
- Phased Implementation
  - If full funding is not available at once, the project may be divided into phases—prioritizing safety-related repairs and ADA accessibility improvements first—while continuing to seek funding for remaining components.

These strategies reflect the city's strong commitment to completing the project while ensuring financial responsibility and minimizing taxpayer burden.

Can the project obligate all appropriated funds within 12 months after enactment? If not, what would be the expected date of obligation?

Yes, the Huron Boat Basin Marina Renovation Project is shovel-ready and capable of obligating all appropriated funds within 12 months after enactment. The City of Huron has already completed a comprehensive infrastructure assessment and conceptual renovation plan in partnership with KS Associates, Inc., a certified coastal engineering and site development firm. Preliminary design recommendations, cost estimates, and site evaluations are in place. Upon receipt of funding, the city is prepared to move quickly into final design, permitting, and construction phases. The city has internal staff, procurement processes, and community partnerships in place to ensure compliance with federal guidelines and the Build America Buy America (BABA) requirements. A 12-month obligation window is both feasible and realistic, ensuring responsible and timely use of federal resources.

Does the project have other public (federal, state, local) and/or private funds committed to meet match or costshare requirements for costs related to construction, operations, and maintenance? If so, what is the source and amount of those funds?

Yes, the Huron Boat Basin Marina Renovation Project has local public funds committed to support project costs

related to construction, operations, and long-term maintenance.

- BIG Tier 1 Grant
  - The City of Huron has requested, through the Ohio Department of Natural Resources, a grant to help kickoff this renovation project. If awarded, the grant will help the Boat Basin transform and upgrade its transient docking facilities.
- City Capital Improvement Program (CIP) \$100,000 (local funds)
  - The City of Huron has identified capital improvement dollars that may be applied toward site-related improvements, such as walkway repairs, lighting, and landscaping enhancements. These funds are flexible and can support construction or cost-share requirements.
- Additional Grant Pursuits
  - The city is actively pursuing supplementary grants through the Ohio Department of Natural Resources, the Ohio Clean Marinas Program, and potential Erie County economic development funds. While these sources have not yet been finalized, they represent a proactive effort to expand the funding base.

Is the project primarily a service, new construction, rehabilitation, land or site acquisition, planning, or economic development project?

The Huron Boat Basin Marina Renovation Project is primarily a rehabilitation and capital improvement project.

It involves the replacement and repair of deteriorated public infrastructure, including floating docks, concrete walkways, retaining walls, risers, and utility systems. These improvements are essential to restore safety, accessibility, and functionality to a heavily used public waterfront facility. The project also has a strong economic development component, as it supports tourism, job creation, and downtown revitalization in Huron, Ohio.

### **Financial Review**

There is no financial impact from this legislation.

### **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 approving Resolution No. 36-2025 is in order.

Resolution No. 36-2025 Marcy Kaptur FY26 Request Appl Boat Basin \$5,000,000.docx

### RESOLUTION NO. 36-2025 Introduced by Matt Grieves

A RESOLUTION RATIFYING SUBMISSION OF A GRANT APPLICATION TO U.S. CONGRESSWOMAN MARCY KAPTUR'S FY26 HOUSING AND URBAN DEVELOPMENT COMMUNITY FUNDING REQUEST RELATING TO THE HURON MUNICIPAL BOAT BASIN RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED FIVE MILLION AND XX/100 DOLLARS (\$5,000,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD(S) IN AN AMOUNT NOT TO EXCEED FIVE MILLION AND XX/100 DOLLARS (\$5,000,000.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron has made a grant application to U.S. Congresswoman Marcy Kaptur's FY26 Housing and Urban Development Community Funding Request relating to the Huron Municipal Boat Basin Renovation Project (the "Project"); and

WHEREAS, the City meets basic eligibility requirements for funding; and

WHEREAS, the City of Huron has the authority to apply for financial assistance and to administer the amounts received from U.S. Congresswoman Marcy Kaptur's FY26 Housing and Urban Development Funding Request; and

WHEREAS, the City of Huron must direct and authorize the City Manager to act as the Authorized Representative for the application and Project, if awarded.

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 hereby ratifies submission of a grant application to Congresswoman Marcy Kaptur's FY26 Housing and Urban Development Community Funding Request to become eligible for potential funding assistance relating to the Huron Municipal Boat Basin Renovation Project in an amount not to exceed Five Million and xx/100 Dollars (\$5,000,000.00).

<u>SECTION 2</u>. If grant funds are awarded, the City Manager is further authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with U.S. Congresswoman Marcy Kaptur's FY26 Housing and Urban Development Community Funding Request in an amount not to exceed Five Million and xx/100 Dollars (\$5,000,000.00).

<u>SECTION 3</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.

upon its passage.	ū	
ATTEST:Council Clerk	Monty Tapp, Mayor	
ADOPTED:		

SECTION 4. That this Resolution shall go into effect and be in full force and effect immediately



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

**RE:** Resolution No. 37-2025 (*submitted by Doug Steinwart*)

**DATE:** April 22, 2025

### **Subject Matter/Background**

The Huron Rotary Club is requesting use of City property for the annual Huron Rotary Festival on June 28, 2025 This year's event will be for one day, and will feature entertainment for children and adults, food trucks, and music featuring Wally and the Beavs. The Huron Rotary Club requests the sale of beer and wine in the designated area and this event will incur the special event charge for facility rental of \$500.

### **Financial Review**

A one-day special event facility usage charge of \$500 will be charged to the Huron Rotary Club and will be allocated to the Boat Basin Fund (Fund 210) under Facility Rental. This amount was anticipated and budgeted for in account 210-0006-41536. The facility usage fee will offset maintenance and personnel costs.

### **Legal Review**

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

### Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 37-2025 is in order.

Resolution No. 37-2025 Huron Rotary Festival \$500 (1).doc

Resolution No. 37-2025 Exh A Huron Rotary Festival License Agreement 2025.doc

### RESOLUTION NO. 37-2025 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 HURON ROTARY CLUB TO HOLD THE HURON ROTARY FESTIVAL IN THE CITY OF HURON, OHIO ON JUNE 28, 2025

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

SECTION 1: The City Manager is authorized and directed to execute a License Agreement for and on behalf of the City of Huron, Ohio with the Huron Rotary Club to use City property at the Boat Basin in conjunction with the Huron Rotary Festival on June 28, 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.RC. §121.22 of the Revised Code.

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

		Monty Tapp, Mayor	
ATTEST:			
	Clerk of Council		
ADOPTED:			

### LICENSE AGREEMENT

This License Agreement ("Agreement"), made between the City of Huron, Ohio, hereinafter called "City" and the Huron Rotary Club, hereinafter called "Licensee", is to EVIDENCE THAT:.

WHEREAS, the Huron Rotary Festival ("Festival") is held on property owned by the City and, therefore, it is necessary for the City to grant the Huron Rotary Club a revocable license to use said property and;

WHEREAS the Festival is scheduled to occur on June 28, 2025; and

WHEREAS, it is also 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 revocable license to Licensee to use the Amphitheater at the Boat Basin on Saturday, June 28, 2025 during the hours of 12:00 p.m. to 11:00 p.m. for the purpose of conducting the Festival for a flat rental fee of \$500.00 total on the property described on Exhibit A and incorporated by reference.
- 2. The City hereby grants the placement of three (3) 10 x 8 latex banners for advertising signage to be erected in the following areas: median area of U. S. Route 6/Center Street, S.R. 13/Riverside Drive, and Cleveland Road E/By the Shores Drive commencing on June 10, 2025 and which shall be removed on June 30, 2025.
- 3. Licensee agrees, at its own expense to have the entire event area cleaned up, including removal of all equipment, trash, and other items placed in the site, by 8:00 a.m. on Sunday, June 29, 2025. This provision may be modified due to weather conditions.
- 4. Licensee agrees to adhere to the Festival Regulations pursuant to the Ohio Fire Code as referenced in Exhibit D.
- 5. The City shall have the option to terminate or modify this Agreement and related revocable license in the event the property being licensed to the Licensee becomes unavailable for use by Licensee as provided for by this Agreement, which determination shall be decided by the Huron City Council at a regular or special meeting, notice of which shall be given to the Licensee at least seven (7) days prior to the date of the meeting.
- 6. 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.
- 7. The Licensee agrees to defend, indemnify, and hold the City harmless from any and all actual or threatened actions, causes of action, claims, costs, damages, demands, expenses, fees (including reasonable attorney's fees), fines, judgments, losses, penalties or suits arising directly or indirectly from Licensee's breach of this Agreement, from Licensee's use or the use by participants, workers, vendors, invitees, and attendees of City-owned lands for the Festival and parking areas as

authorized by this Agreement, or from the operation of the event or claimed to have arisen from the operation of the event, and Licensee shall secure liability insurance, including liquor liability coverage, in an amount of at least One Million Dollars (\$1,000,000.00) for bodily injury and death, and One Hundred Thousand Dollars (\$100,000.00) for property damage, which policies shall name City as an additional named insured by endorsement and loss payee. 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, no later than June 1, 2025, and a copy of such shall herein be attached and incorporated as Exhibit B. Such insurance policies shall provide that such insurance policies may not be canceled without thirty (30) days prior written notice to the City.

### 8. Licensee further agrees as follows:

- a. Event activity shall be scheduled within the hours: Saturday: June 28, 2025, 12:00 p.m. to 11:00 p.m.
- b. Signs to be posted restricting beer/wine in plastic or paper cups only to the fenced areas as noted in <a href="Exhibit C"><u>Exhibit C</u></a>.
- c. Concession booths shall not be permitted to open without first obtaining an approved electrical inspection.
- d. Event grounds shall shut down by 11:00 p.m.
- e. Food sales shall cease by 10:30 p.m.
- f. Licensee agrees to incorporate the operating restrictions set forth herein in all contracts with affected vendors.
- g. Licensee agrees to have all water connections checked for compliance with the State of Ohio Code.
- h. Licensee agrees to protect parking lot at the Boat Basin and further agrees not to make any holes in parking lot surface for any reason.
- i. Licensee shall furnish City with evidence that the required insurance has been obtained prior to the opening of the event.
- j. Licensee hereby agrees to conduct said event in accordance with the terms and conditions set forth and approved by the Council of the City of Huron and all rules and regulations of other state or local agencies applicable to these events.
- k. This Agreement contains the entire agreement between the Parties and supersedes any oral or prior written understandings, representations or agreements between the Parties.
- I. This agreement shall be interpreted in accordance with the laws of the State of Ohio.

9. The City approves the sale of beer and wine during the Festival as follows: Saturday, June 28, 2025 from 1:00pm to 11:00pm. All sales of beer and wine shall be confined to the designated area. Beer and wine shall be in plastic or paper cups or cans; no bottles permitted. Consumption of beer and wine shall be permitted in fenced in areas only and as noted on Exhibit A. Licensee agrees to comply with all rules and regulations of the Ohio Department of Liquor control as required by the regulations governing Licensee's Alcohol Permit identified in Exhibit E.

IN WITNESS WHEREOF, all parties have set their hands to duplicate copies of this Agreement on the date(s) referenced below.

CITY: CITY OF HURON, OHIO	LICENSEE: HURON ROTARY CLUB
	Ву:
Matt Lasko, City Manager	Its:
Date:	Date:

### EXHIBIT A DESCRIPTION OF LEASED PROPERTY



### EXHIBIT B LIABILITY INSURANCE POLICY

### EXHIBIT C SIGNS FOR BEER CONSUMPTION IN CERTAIN AREAS

### EXHIBIT D FESTIVAL REGULATIONS- OHIO FIRE CODE

### **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 <u>shall be</u> in full compliance with all requirements of the National Electric Code (NFPA 70). The City of Huron Electrical Inspector <u>shall be</u> contacted (419-357-1006) by the Permit Holder before each event for an electrical inspection.
- All required Fire extinguishers <u>shall be</u> 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.

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



**TO:** Mayor Tapp and City Council

FROM: Jack Evans

**RE:** Resolution No. 38-2025 (*submitted by Jack Evans*)

**DATE:** April 22, 2025

#### Subject Matter/Background

As submitted by Jack Evans, Water Superintendent:

The Water Department would like to request approval for the purchase of a new2025 Mack MD7 42R chassis that will be outfitted with a Bilbeau MS-HD 10' dump body. This vehicle will replace the 2001 GMC 7500 dump truck that is used for hauling dirt, stone, spoils and the excavator trailer. The lowest and best bid was from Northern Ohio Truck Center at a price not to exceed \$125,110 (broken down as quote of \$121,360, plus \$3,750 in possible tariffs). Two other bids were also obtained - one for an International (\$130,321.69 - see Exhibit 1) and the other for a Freightliner (\$149,486.00 - See Exhibit 2). Pricing for the chassis is ODOT contract bid pricing.

The 2021 dump truck will be auctioned on GovDeals.

#### **Financial Review**

This purchase is correctly budgeted in the Water Capital Fund (603-9501-55210).

#### **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. 38-2025.

Res 38-2025 Exh 1 International Dump Truck Quote \$130,321.69

Res 38-2025 Exh 2 Freightline Dump Truck Quote \$149,486.00

Resolution No. 38-2025 Northern Ohio Truck Center 2025 Mack Dump Truck \$125,110 (2).doc

Resolution No. 38-2025 Exh A Mack Dump Truck Quote \$125,110.00





International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded fromerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
City of Huron	
Jack	
Huron, Ohio	
	٦
	City of Huron Jack

Chassis				
New International MV607 Chassis			\$	151,189.00
Base Chassis List	\$	113,929.00		
Options List	\$	37,260.00	1	
Sourcewell Contract Discount		30.3%	\$	(45,839.21)
Volume Incentive			\$	-
Material Price Increases			\$	-
Net Sourcewell Ch	nassis P	rice	\$	105,349.79
Sourcewell Partner Body				
			\$	-
			\$	-
Handling Fee		4.00%	\$	-
Non-Sourcewell Dealer Supplied Body				
Custom Metal Works 10' dual chute			\$	22,910.00
			\$	-
Handling Fee		5.00%	\$	1,145.50
Additional Post Build Work				
			\$	-
			\$	-
			\$	-
Handling Fee		5.00%	\$	
Service Contracts				
			\$	-
			\$	-
			\$	-
Additional Freight				
			\$	-
			\$	-
Additional Floorplan				
4 months			\$	916.40
Additional Fees & Taxes			\$	-
Additional Fees & Taxes				
			\$	-
			\$	-
			\$	-
Final Sourcewell Per Vehicle Price FOB			\$	130,321.69
Final Sourcewell Total Vehicle(s) Price			\$	130,321.69
Additional Sourcewell Qualified Co.	ntont			

Terms:

Silver Package Award

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

\$1,200

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.

Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.

Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

♦ INTERNATIONAL March 17, 2025

Prepared For:
City of Huron Water Department

Jack Evans
10 Waterworks Dr.
Huron, OH 44839-3508
(419)433 - 9502
Reference ID: N/A

Presented By:
HILL INTL TRUCKS NA LLC
Jeff Stigall
47866 Y & O ROAD
EAST LIVERPOOL OH 43920 (330)386-6440

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

#### Model Profile 2026 MV607 SBA (MV607)

AXLE CONFIG: 4X2

APPLICATION: Construction Dump

MISSION: Requested GVWR: 33000. Calc. GVWR: 36220. Calc. GCWR: 80000

Calc. Start / Grade Ability: 38.55% / 4.12% @ 55 MPH

Calc. Geared Speed: 73.4 MPH

**DIMENSION:** Wheelbase: 152.00, CA: 84.90, Axle to Frame: 69.00

ENGINE, DIESEL: {Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM

Governed Speed, 350 Peak HP (Max)

TRANSMISSION, AUTOMATIC: {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with

PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max.

On/Off Highway

CLUTCH: Omit Item (Clutch & Control)

AXLE, FRONT NON-DRIVING: {Meritor MFS-14-122A} I-Beam Type, 14,000-lb Capacity

AXLE, REAR, SINGLE: {Dana Spicer S23-190D} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, Driver Control

Locking Differential, R Wheel Ends Gear Ratio: 5.57

CAB: Conventional, Day Cab

TIRE, FRONT: (2) 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position TIRE, REAR: (4) 11R22.5 Load Range H DH37 (HANKOOK), 497 rev/mile, 75 MPH, Drive

SUSPENSION, REAR, SINGLE: 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

PAINT: Cab schematic 100WP

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

2026 MV607 SBA (MV607)

Code Description

MV60700 Base Chassis, Model MV607 SBA with 152.00 Wheelbase, 84.90 CA, and 69.00 Axle to Frame.

1570 TOW HOOK, FRONT (2) Frame Mounted

1ANA **AXLE CONFIGURATION 4x2** 

**Notes** 

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm 1CAG

x 9.5mm); 456.0" (11582mm) Maximum OAL

1LEG LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in

Front Bumper

1LNN BUMPER, FRONT Contoured, Steel, Chrome Plated

1WEH WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-14-122A} I-Beam Type, 14,000-lb Capacity 2AST

3ADD SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock

Absorbers

Includes

: SPRING PINS Rubber Bushings, Maintenance-Free

**Notes** 

: In combinations where chassis component weights may cause a chassis lean, a spring is used in front left

spring pack to offset this imbalance & provide a level chassis, within 3/8", with body installed.

4091 BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

4732 DRAIN VALVE (Berg) with Pull Chain, for Air Tank

4AZA AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel

Control System

4EDN AIR DRYER (Bendix AD-9SI) with Heater, Includes Safety Valve

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqln 4EXP

4EXU BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqln Spring Brake

4GBM BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake

4LAA SLACK ADJUSTERS, FRONT (Haldex) Automatic 4LGA SLACK ADJUSTERS, REAR (Haldex) Automatic

4SPA AIR COMPRESSOR (Cummins) 18.7 CFM

4VGM AIR TANK Polished Aluminum, with Straight Thread O-Ring Ports

4VKJ AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail

4VLE AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side **♦** INTERNATIONAL

8RPP

8RPS

8THB

8TMH

#### <u>Vehicle Specifications</u> 2026 MV607 SBA (MV607)

March 17, 2025

Code Description DUST SHIELDS, REAR BRAKE for Air Cam Brakes 4WDM BRAKES, FRONT (Meritor 16.5X5 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double 4XDP Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity 4XDR BRAKES, REAR (Meritor 16.5X7 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle 5708 STEERING COLUMN Tilting 5CBE STEERING WHEEL 4-Spoke; 18" Dia., Black Leather Wrapped 5PSA STEERING GEAR (Sheppard M100) Power 6DGC DRIVELINE SYSTEM (Dana Spicer) SPL170, for 4x2/6x2 7BMR EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Forward Location, Includes Single Short Horizontal Tail Pipe, for Short Wheelbase 8000 ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered 8540 HORN, ELECTRIC (2) Trumpet Style 8GXD ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense 8HAE BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn 8HAT WIRING, SPECIAL Includes Wires Installed Through the Dash Panel and End in Engine Compartment, In Cab Wire Ends Will Have ESC Input Terminals, Engine Compartment Wire Ends will have Sealed Connectors 8HXT HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord 8MJU BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks 8RMH with Padlock, Battery Box Mounted 8RMZ SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars

ANTENNA Shark Fin, Roof Mounted

BACK-UP ALARM Electric, 102 dBA

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

Instrument Panel

SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, with Maximum of 20 amp Load with Switches In

#### Vehicle Specifications 2026 MV607 SBA (MV607)

Code Description **8VUM** BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights 8WPZ 8WRB HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer 8WTT Furnished End of Frame Light 8WWJ INDICATOR, LOW COOLANT LEVEL with Audible Alarm 8WXG STARTING MOTOR (Mitsubishi Electric Automotive America 105P) 12-Volt, with Soft-Start HAX8 CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses 8XNZ HEADLIGHTS Halogen, with Daytime Running Lights 8XPP USB PORT Two USB-A Ports and Two USB-C Ports, Located in Instrument Panel 9AAB LOGOS EXTERIOR Model Badges 9AAE LOGOS EXTERIOR, ENGINE Badges 9HAN INSULATION, UNDER HOOD for Sound Abatement 9HCY GRILLE Molded in Black, with Chrome Surround 9WBN FENDER EXTENSIONS Painted 9WBW FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes 9WBZ BUG SCREEN Mounted Behind Grille and Bumper Grille 10060 PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WP" 10761 PAINT TYPE Base Coat/Clear Coat, 1-2 Tone 10AGB COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360 10UAV VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle. : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA. MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension **10WUE** 11001 CLUTCH Omit Item (Clutch & Control) 12703 ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection 12849 BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

<u>Includes</u>

FAN DRIVE (Horton Drivemaster) Automatic On/Off Type, with Normally Closed Temperature Control

ENGINE, DIESEL (Cummins L9 350) EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

RPM Governed Speed, 350 Peak HP (Max)

Includes

12EYY

12THJ

# <u>Vehicle Specifications</u> 2026 MV607 SBA (MV607)

Code	<u>Description</u> : FAN Nylon
12VCE	AIR CLEANER Single Element, Fire Retardant Media
12VKC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WVH	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XCA	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 837 Sqln Louvered, with 477 Sqln Charge Air Cooler, Includes In-Tank Oil Cooler
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14AHG	AXLE, REAR, SINGLE {Dana Spicer S23-190D} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, Driver Control Locking Differential, R Wheel Ends . Gear Ratio: 5.57
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle
15SVM	FUEL TANK Top Draw, Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
	<u>Includes</u>

Includes
: CLEARANCE/MARKER LIGHTS (5) Flush Mounted

**♦** INTERNATIONAL

#### Vehicle Specifications 2026 MV607 SBA (MV607)

March 17, 2025

<u>Code</u> <u>Description</u>

16975 HEATER HOSES Silicone

16BAM AIR CONDITIONER with Integral Heater and Defroster

16GEG GAUGE CLUSTER Premium Level; English with English Electronic Speedometer

Includes

: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip

Hours, MPG, Distance to Empty/Refill for

: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure

Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped)

: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage

(Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)

16HHE GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) Mounted in Instrument Panel

16HHT AMMETER 150 Amp

16HKT IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

16KZW SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8"

Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust

16LUM SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back,

with Under Seat Storage

16SNX MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"

16SSH MIRROR, CONVEX, HOOD MOUNTED (1) Right Side, Breakaway, Bright

16SSU MIRRORS (2) C-Loop, Power Adjust, Heated, Turn Signals, LED Clearance Lights, Bright Heads and Arms.

7" x 14.5" Flat Glass, Includes 8" x 6" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

16UZJ STORAGE, REAR WALL Storage Pocket, Located on Back Wall Between Driver and Passenger Seats

16VBU ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Steps Mounted

Independently to Frame on Passenger Side

16VKB CAB INTERIOR TRIM Classic, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket;

Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to

Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

16VLK CAB REAR SUSPENSION Air Suspension, for Mid Cab Height

16WEE CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator

16WHJ HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type

16WJU WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

16XJN INSTRUMENT PANEL Flat Panel

16XJW CAB INTERIOR TRIM BACK PANEL Vinyl, for Day Cab

16XWD SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights

♦ INTERNATIONAL <u>Vehicle Specifications</u> March 17, 2025

2026 MV607 SBA (MV607)

<u>Code</u> <u>Description</u>

27DWT WHEELS, FRONT {Accuride 43644} DISC; 22.5x8.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC,

Hub-Piloted, Flanged Nut, with Steel Hubs

28DWT WHEELS, REAR {Accuride 43644} DUAL DISC; 22.5x8.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm

BC, Hub-Piloted, Flanged Nut, with Steel Hubs

7382135809 (2) TIRE, FRONT 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position

7382135810 (4) TIRE, REAR 11R22.5 Load Range H DH37 (HANKOOK), 497 rev/mile, 75 MPH, Drive

**Services Section:** 

40129 WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A

1 Custom Metal works dump body

2 floor plan

7 Proposal: 25099-01

Prepared by: Chace Rotsinger GREAT LAKES TRUCK CENTER 220 SANDUSKY ST MONROEVILLE, OH 44847 Phone :

A proposal for City of Huron

# Prepared by GREAT LAKES TRUCK CENTER

**Chace Rotsinger** 

March 19, 2025

Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale



Prepared by: Chace Rotsinger GREAT LAKES TRUCK CENTER 220 SANDUSKY ST MONROEVILLE, OH 44847 Phone :

## SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear	
Price Level				
PRL-29M	M2 PRL-29M (EFF:MY26 ORDERS)			
Data Version				
DRL-032	SPECPRO21 DATA RELEASE VER 032			
Bright Work Pac	skages			
024-009	PROFESSIONAL IMAGE PACKAGE			
Vehicle Configu	ration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450	
004-226	2026 MODEL YEAR SPECIFIED			
002-004	SET BACK AXLE - TRUCK			
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10	
003-001	LH PRIMARY STEERING LOCATION			
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			
99D-027	EPA CLEAN IDLE LABEL FOR INITIAL REGISTRATION IN EPA OR ACT STATES - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)			
AF2-998	NONE			
A85-011	CONSTRUCTION SERVICE			
A84-1GM	GOVERNMENT BUSINESS SEGMENT			
AA4-010	DIRT/SAND/ROCK COMMODITY			
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			
AB1-008	MAXIMUM 8% EXPECTED GRADE			



Data Code	Description	Weight Front	Weight Rear
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD 23000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY 43000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT 80000.0 lbs		
Truck Service			
AA3-004	END DUMP BODY		
AF3-1N7	CONCORD ROAD EQUIPMENT		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES 32.0 in		
Engine			
101-3BR	CUM L9 360 HP @ 2200 RPM; 2200 GOV RPM, 1150 LB-FT @ 1200 RPM	640	30
Electronic Para	meters		
79A-070	70 MPH ROAD SPEED LIMIT		
79B-021	CRUISE CONTROL SPEED LIMIT 4 MPH HIGHER THAN ROAD SPEED LIMIT		
79K-012	PTO MODE ENGINE RPM LIMIT - 1500 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-007	PTO RPM WITH CRUISE SET SWITCH - 1100 RPM		
79Q-011	PTO RPM WITH CRUISE RESUME SWITCH - 1300 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
79W-024	CRUISE CONTROL BUTTON PTO CONTROL		



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Data Code	Description	Weight Front	Weight Rear	
80G-003	PTO MINIMUM RPM - 750			
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			
80S-004	PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING			
Engine Equipm	ent			
99C-024	EPA 2010/GHG 2024 CONFIGURATION			
13E-001	STANDARD OIL PAN			
105-001	ENGINE MOUNTED OIL CHECK AND FILL			
014-102	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER AND UNDER HOOD BLEND AIR DOOR			
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10		
290-017	BATTERY BOX FRAME MOUNTED			
281-001	STANDARD BATTERY JUMPERS			
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			
289-001	NON-POLISHED BATTERY BOX COVER			
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2		
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			



AIR COMPRESSOR DISCHARGE LINE

131-013

Data Code	Description	Weight Front	Weight Rear	
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B- PILLAR MOUNTED VERTICAL TAILPIPE	30	25	
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER			
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)			
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)			
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH			
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			
110-003	CUMMINS SPIN ON FUEL FILTER			
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			
120-998	NO COOLANT FILTER	-10		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			



Data Code	Description	Weight Front	Weight Rear
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission E	quipment		
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		



Data Code	Description	Weight Front	Weight Rear
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-011	NEUTRAL AT STOP ENABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-075	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-2JT	CUSTOMER INSTALLED CHELSEA 281 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and E	Equipment		
400-1AC	MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	260	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		



	Data Code	Description	Weight Front	Weight Rear
	408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
	416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
	405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
	536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
	539-003	POWER STEERING PUMP		
	534-003	4 QUART POWER STEERING RESERVOIR	5	
	533-001	OIL/AIR POWER STEERING COOLER		
	40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
From	nt Suspension	n		
	620-025	20,000# TAPERLEAF FRONT SUSPENSION	200	
	619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
	410-001	FRONT SHOCK ABSORBERS		
Rea	r Axle and E	quipment		
	420-051	MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180
	421-563	5.63 REAR AXLE RATIO		
	424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
	386-011	SPL170 XL DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES	-25	-25
	452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		
	878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
	87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
	423-1AU	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, PLATINUM SHIELD FABRICATED SHOES		
	433-002	NON-ASBESTOS REAR BRAKE LINING		



	Data Code	Description	Weight Front	Weight Rear	
	434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)			
	451-023	CONMET CAST IRON REAR BRAKE DRUMS			
	425-002	REAR BRAKE DUST SHIELDS		5	
	440-006	REAR OIL SEALS			
	426-1B2	BENDIX EVERSURE LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			
	428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS			
	41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			
Rea	r Suspensior	١			
	622-1DC	26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		170	
	621-001	SPRING SUSPENSION - NO AXLE SPACERS			
	431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			
	623-005	FORE/AFT CONTROL RODS			
Pus	her / Tag Eqi	uipment			
	429-998	NO PUSHER/TAG BRAKE DUST SHIELDS			
Brak	ke System				
	018-002	AIR BRAKE PACKAGE			
	490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL			
	871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			
	904-001	FIBER BRAID PARKING BRAKE HOSE			
	412-001	STANDARD BRAKE SYSTEM VALVES			
	46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			
	413-002	STD U.S. FRONT BRAKE VALVE			
	432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			



Data Code	Description	Weight Front	Weight Rear	
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20		
479-004	AIR DRYER MOUNTED OUTBOARD ON LH RAIL AT BACK OF CAB			
460-007	ALUMINUM AIR BRAKE RESERVOIRS	-5	-5	
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			
Trailer Connect	ions			
481-998	NO TRAILER AIR HOSE			
476-998	NO AIR HOSE HANGER			
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS			
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			
310-998	NO TRAILER ELECTRICAL CABLE			
Wheelbase & F	rame			
545-387	3875MM (153 INCH) WHEELBASE			
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	-30	290	
552-004	1550MM (61 INCH) REAR FRAME OVERHANG			
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) 87.01 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) 84.01 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL 242.95 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE 17.45 in			
FSS-0RH	CALCULATED FRAME SPACE RH SIDE 54.39 in			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE 0.0 in			



	Data Code	Description	Weight Front	Weight Rear	
	553-001	SQUARE END OF FRAME			
	587-092	HOSTLER-HOLLAND PH-30RP51 PINTLE HITCH WITH TETHERED PIN		10	
	A04-99D	REQUESTED MIN UNLADEN TOW HITCH HEIGHT 30.9 in			
	A05-99D	REQUESTED MAX UNLADEN TOW HITCH HEIGHT 35.0 in			
	550-001	FRONT CLOSING CROSSMEMBER			
	559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12		
	561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION			
	562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			
N	572-005	HOSTLER 3,500# CAPACITY TOWING REAR CROSSMEMBER		30	
	565-001	STANDARD SUSPENSION CROSSMEMBER			
Cha	assis Equipm	nent			
	556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30		
	558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		
	574-011	SINGLE LICENSE PLATE BUMPER MOUNTING ON LH SIDE			
	585-998	NO MUDFLAP BRACKETS			
	590-998	NO REAR MUDFLAPS			
	586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			
	551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			
	44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE			
Fift	h Wheel				
	578-998	NO FIFTH WHEEL			
Fue	el Tanks				
	204-195	60 GALLON/227 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	30		





Data Code	Description	Weight Front	Weight Rear
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-007	UNPOLISHED STAINLESS STEEL STEP FINISH		
205-002	CHROME FUEL TANK CAP(S)		
122-1H8	DAVCO 245 FUEL/WATER SEPARATOR WITH 12 VOLT HEAT AND WATER IN FUEL SENSOR	5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-1YV	CONTINENTAL INTELLIGENT HDC3 11R22.5 16 PLY RADIAL REAR TIRES		96
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-356	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS	-28	
505-753	MAXION WHEELS 91262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		20
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		



Data Code	Description	Weight Front	Weight Rear	
754-008	2-1/2 INCH FENDER EXTENSIONS	10		
678-001	LH AND RH GRAB HANDLES			
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE			
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			
644-004	FIBERGLASS HOOD			
690-002	TUNNEL/FIREWALL LINER			
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4		
726-001	SINGLE ELECTRIC HORN			
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL			
302-047	LED AERODYNAMIC MARKER LIGHTS			
314-823	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH SINGLE CONNECTION AT LH FORWARD			
311-001	DAYTIME RUNNING LIGHTS			
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			
300-015	STANDARD FRONT TURN SIGNAL LAMPS			
744-103	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LED LIGHTS AND LH AND RH REMOTE			
797-001	DOOR MOUNTED MIRRORS			
796-001	102 INCH EQUIPMENT WIDTH			
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			
729-001	STANDARD SIDE/REAR REFLECTORS			
677-055	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER			



Data Code	Description	Weight Front	Weight Rear
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON- OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
055-018	ELITE TRIM PACKAGE		
707-106	MIST CLOTH & CARBON VINYL INTERIOR "ELITE"		
70K-019	CARBON WITH PREMIUM WOOD ACCENT (ELITE)		
706-013	MOLDED DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-025	(1) 12V DASH MOUNTED POWER OUTLET		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		



Data Code	Description	Weight Front	Weight Rear	
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			
702-002	BINARY CONTROL, R-134A			
739-033	STANDARD INSULATION			
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			
324-1B3	STANDARD LED CAB LIGHTING			
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS	2		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			
78G-004	KEY QUANTITY OF 4			
655-005	LH AND RH ELECTRIC DOOR LOCKS			
740-998	NO MATTRESS	-20	-15	
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10		
756-340	ELITE ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT W/2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT, ADJUSTABLE SHOCK, HEAT	70		
760-340	ELITE ISRI HB AIR SUSP PASS SEAT W/2 AIR LMBR,INT CUSH EXT,TLT,ADJ SHCK,HEAT	60	20	
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4		
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			
758-1AK	BLACK VINYL DRIVER SEAT COVER			
761-1AK	BLACK VINYL PASSENGER SEAT COVER			
763-101	BLACK SEAT BELTS			
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS			



Data Code	Description	Weight Front	Weight Rear
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & C	Controls		
* 4CH-006	6 EXTRA PROGRAMMABLE SWITCHES/INDICATORS		
	\$C1A0082ZZ,C1B0083ZZ,C1C0084ZZ,C1D0085ZZ,C1E017 6ZZ,C1F0177ZZ		
106-002	ELECTRONIC ACCELERATOR CONTROL		
732-998	NO INSTRUMENT PANEL-DRIVER		
734-025	CONFIGURABLE UPPER PANEL WITH INTEGRATED LOWER STORAGE		
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-003	87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF- ADJUSTING BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		



Data Code	Description	Weight Front	Weight Rear
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-006	ELECTRONIC STABILITY CONTROL,4X2 W/SAFETY MIN BODY WEIGHT EXCEEDS 4,000LBS REQ		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-020	LEFTHAND OVERHEAD INSTRUMENT PANEL BLANK		
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)		
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE		
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-998	NO AM/FM RADIO ANTENNA		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
75W-002	SHARKFIN MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS		
78C-003	INTEROPERABLE SDAR ANTENNA		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		



Data Code	Description	Weight Front	Weight Rear
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		





Prepared by: Chace Rotsinger GREAT LAKES TRUCK CENTER 220 SANDUSKY ST MONROEVILLE, OH 44847 Phone:

Data Code	Description	Weight Front	Weight Rear	
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			
963-003	STANDARD E COAT/UNDERCOATING			

#### **Extended Front Axle Coverage**

WA4-081 AXLE: NON-DETROIT FRONT ONLY: HD MODERATE 6

YEARS/300,000 MILES/483,000 KM EXTENDED AXLE

COVERAGE

#### Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND

**GLIDER KITS** 

#### Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

Weight Summary	Weight	Weight	Total
	Front	Rear	Weight
Factory Weight+	7564 lbs	4354 lbs	11918 lbs

#### Other Factory Charges

PMV-024 GHG24 SURCHARGE - CUMMINS

RD1-313 3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES

VARY BY MODEL) POWERED BYDETROIT CONNECT ON CUMMINS

**ENGINES** 

RAG-020 CUMMINS TARIFF CHARGE - \$205

R26-001 MY26 ESCALATOR

P73-2FT STANDARD DESTINATION CHARGE

#### **Extended Warranty**

WAI-5YK CUM 2017 L9: HD1 MD DTY 6 YEARS / 150,000 MILES / 241,500 KM EXTENDED

WARRANTY FEX APPLIES

WAX-193 CUM 2017 L9: AT3 MD DTY 6 YEARS / 150,000 MILES / 241,500 KM AFTERTREATMENT.

**FEX APPLIES** 



Prepared by: Chace Rotsinger GREAT LAKES TRUCK CENTER 220 SANDUSKY ST MONROEVILLE, OH 44847 Phone:

#### **Extended Warranty**

WAK-303 ALLISON 3000 RDS SERIES TRANSMISSION EXTENDED WARRANTY, 7

YEARS/UNLIMITED MILES, FEX

WAG-074 TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX

**APPLIES** 

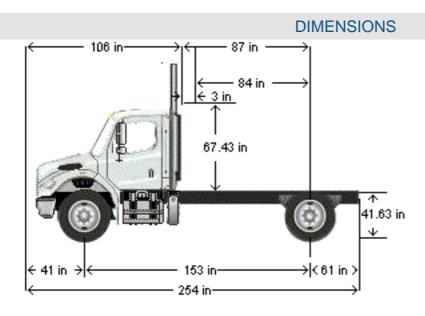
(+) Weights Shown are estimates only.

If weight is critical, contact Customer Application Engineering.

- (\*\*) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.
- (\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



Prepared by: Chace Rotsinger GREAT LAKES TRUCK CENTER 220 SANDUSKY ST MONROEVILLE, OH 44847 Phone:



### **VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS**

Model M2106

Wheelbase (545) 3875MM (153 INCH) WHEELBASE

Rear Frame Overhang (552) 1550MM (61 INCH) REAR FRAME OVERHANG

Fifth Wheel (578) NO FIFTH WHEEL

Mounting Location (577) NO FIFTH WHEEL LOCATION

Maximum Forward Position (in) 0

Maximum Rearward Position (in) 0

Amount of Slide Travel (in) O

Slide Increment (in) 0 Desired Slide Position (in)

Cab Size (829) 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

Sleeper (682) NO SLEEPER BOX/SLEEPERCAB

RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM Exhaust System (016) ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

Cab to Body Clearance (in) 3.0



Page 1 of 2

0.0

Prepared by: Chace Rotsinger GREAT LAKES TRUCK CENTER 220 SANDUSKY ST MONROEVILLE, OH 44847 Phone:

## TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	87.0
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	84.0
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	148.0
Cab Height (CH)	67.4
Wheelbase (WB)	152.6
Frame Overhang (OH)	61.0
Overall Frame Length	242.9
Overall Length (OAL)	254.3
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.6

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Prepared by: Chace Rotsinger **GREAT LAKES TRUCK CENTER** 220 SANDUSKY ST MONROEVILLE, OH 44847 Phone:

#### QUOTATION

M2 106 PL	LUS CON	<b>IVENTIONAL</b>	CHASSIS
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SET BACK AXLE - TRUCK

3875MM (153 INCH) WHEELBASE

1200 RPM

CUM L9 360 HP @ 2200 RPM; 2200 GOV RPM, 1150 LB-FT @

NO FIFTH WHEEL

ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO **PROVISION** 

7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI 1550MM (61 INCH) REAR FRAME OVERHANG

MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE

26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD

MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH

DROP SINGLE FRONT AXLE

20,000# TAPERLEAF FRONT SUSPENSION

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 143,330	\$ 143,330
EXTENDED WARRANTY		\$ 5,734	\$ 5,734
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$ 149,064	\$ 149,064
TAXES AND FEES			
TAXES AND FEES		\$ 422	\$ 422
OTHER CHARGES		\$ 0	\$ 0
TRADE-IN			
BALANCE DUE	(LOCAL CURRENCY)	\$ 149,486	\$ 149,486

COMMENTS: Projected delivery on/ provided the	order is received before//
APPROVAL: Please indicate your acceptance of this quotation be	by signing below:
Customer: X	//



Prepared by: Chace Rotsinger GREAT LAKES TRUCK CENTER 220 SANDUSKY ST MONROEVILLE, OH 44847 Phone :

## Daimler Truck Financial

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#### RESOLUTION NO. 38-2025 Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE CONTRACT FOR THE PURCHASE OF A 2025 MACK MD7 42R CHASSIS TO BE OUTFITTED WITH A BIBEAU MS-HD 10' DUMP BODY FROM NORTHERN OHIO TRUCK CENTER IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-FIVE THOUSAND ONE HUNDRED TEN AND 00/100 DOLLARS (\$125,110.00)

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

SECTION 1. That the City having secured a proposal under State Government Pricing for a 2025 Mack MD7 42R chassis to be outfitted with a Bibeau MS-HD 10' dump body, this Council hereby authorizes and directs the City Manager to award the contract to Northern Ohio Truck Center in an amount not to exceed One Hundred Twenty-Five Thousand One Hundred Ten and 00/100 dollars (\$125,110.00) as set forth in the quote attached hereto as Exhibit "A" and made a part hereof, with said quote not including additional taxes or import fees as may be applicable.

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

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

		Monty Tapp, Vice-Mayor
ATTEST:		
	Clerk of Council	
ADOPTED:		<u></u>

## MACK®



Mack Trucks www.macktrucks.com

# TECHNICAL SPECIFICATION





			DESCRIPTION	WEIGHT (LB)		
CUST	CUSTOMER/VEHICLE INFO			FRONT	REAR	LIST PRICE
s	002GO2	CHASSIS (BASE MODEL)	MD742 - GEN2 - 42R MEDIUM DUTY, CLASS 7 w/ 6.7L, (MAX 33,000lbs GVWR) 107" BBC	2,095	552	0
S	99XE1X	ASSEMBLY PLANT	FACTORY USA (RV, MACK)	0	0	0
	0050L5	VEHICLE USE & BODY/TRAILER TYPE	DUMP TRUCK	0	0	0
	0341A2	VEHICLE VOCATION	PICKUP & DELIVERY / SHORT HAUL SERVICE	0	0	0
s	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0	0
S	013001	TYPE OF SERVICE	COMMERCIAL	0	0	0
	694DDD	Order Subject to Meeting All Mack Policies, Terms and Conditions,	Including but not Limited to Applicable CARB and/or Section 177 States' Regulation requirements	0	0	0
	M84035	INTENDED REGISTRATION LOCATION	ОНЮ	0	0	0
s	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION	0	0	0
	MBT05T	EMISSION WARRANTY CERTIFICATION	EPA (only) Cummins Diesel	0	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0	0
S	534014	LANGUAGE- PUBS/DECAL/SIGNS	ENGLISH	0	0	0
s	032A99	OPERATING TERRAIN GRADE CONDITIONS	CITY, STARTING GRADES<6%	0	0	0
S	033A20	LOADING SURFACE FACTOR	ASPHALT LOADING AND / OR UNLOADING SURFACE	0	0	0
S	MOC007	OPERATING CLASS	OPERATING CLASS 7; 33000lb GVWR	0	0	0

A0000000000000000000000000000000000000				WEIGH	T (LB)	
ENG	INE & TRANSM	MISSION	DESCRIPTION	FRONT	REAR	LIST PRICE
s	78AC5X	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2016	0	0	0
	1004L0	ENGINE / MOTOR	ISB6.7-325 DIESEL CUMMINS 325HP @ 2600RPM (GOV) 750 LB-FT, US21	1,597	-39	3,394
	1361W6	TRANSMISSION	3000 RDS 6 SPEED ALLISON GEN6 W/PROGNOSTICS, WITH PTO PROVISION	497	113	6,357
S	E7EA1X	<b>FUELSENSE CALIBRATION</b>	ALLISON FUELSENSE, NEUTRAL AT STOP	0	0	0
s	B1EC1X	TRANSM AUTO NEUTRAL ON P-BRAKE	AUTO NEUTRAL SINGLE INPUT WITH SHIFT SELECTOR OVERRIDE	0	0	0

				WEIGH	T (LB)	
ENG	ENGINE & TRANSMISSION EQUIPMENT		DESCRIPTION	FRONT	REAR	LIST PRICE
	HTXB2X	ENGINE BRAKE TYPE	VGT TURBO EXHAUST BRAKE (DIESEL ONLY)	0	0	0
	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0	0
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	0	0	0
	3180A8	BATTERY DISCONNECT SWITCH	BATTERY DISCONNECT SWITCH	5	0	98
S	NCXD1X	STARTER MOTOR	12 VOLT MELCO STARTER (MITSUBISHI ELECTRIC)	0	0	0
S	5NXB7X	ENGINE BLOCK HEATER	120 VOLT / 0.75 KW, ENGINE BLOCK HEATER	3	0	0
S	TYXZ1X	POWER TAKE OFF CONTROL	WITHOUT POWER TAKE OFF CONTROL	0	0	0

# TECHNICAL SPECIFICATION (cont.)



				WEIGHT (LB)		
AXLE	& SUSPENSI	ON	DESCRIPTION	FRONT	REAR	LIST PRICE
s	2400S0	FRONT AXLE	12,000LB MERITOR MFS+ 5400 KG	1,142	0	0
s	2440C4	SPRINGS - FRONT	MACK TAPERLEAF 12300# (5500 KG) GROUND LOAD RATING	0	0	0
S	2410A1	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 5" Q+	0	0	0
s	1JAAAX	PARKING BRAKE VALVE	PARKING BRAKE VALVE, 1 YELLOW KNOB, ALL PARKING	0	0	0
S	698078	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL 4S4M	9	5	0
	252002	REAR AXLE - SINGLE	21000# (9525 kg) MERITOR MS-21-14X, (W/ DIFF LOCK) CASING 11.0mm	0	1,189	827
S	260AA5	REAR SUSPENSION - SINGLE	21000# (9525kg) MULTILEAF	0	481	0
	ZAX99X	SUSPENSION LEVELLING DEVICE (CA in PC29 only)	WITHOUT SUSPENSION LEVELLING DEVICE	0	0	0
S	253AA4	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+	0	0	0
S	TAXNFX	REAR AXLE RATIO	RATIO 5.57, REAR AXLE	0	0	0
			TOTAL CONT, THE WITHELE		U	

					T (LB)		
CHA	ASSIS EQUIPMENT		DESCRIPTION	FRONT	REAR	LIST PRICE	
	DPF07F	DPF DIESEL PARTICULATE FILTER	CUMMINS SINGLE MODULE E.A.T.S. RH SIDE UNDER CAB US17 (7L over 271HP only!!)	64	95	0	
s	130AA9	EXHAUST	UNDERFRAME RIGHT SIDE INBOARD MOUNTED (Diesel engines only)	0	0	0	
s	L3XN3X	BODY BUILDER MODULE	EL PREP KIT, TMC RP1404 EL. INTERFACE NO BODYBUILDER MODULE	0	0	0	

				WEIGH		
FRAI	FRAME EQUIPMENT & FUEL TANKS DESCRIPTION				REAR	LIST PRICE
	271151	WHEELBASE	151" Wheelbase (84" CA) 50" After-frame	437	375	0
s	274194	FRAME RAILS	STEEL - 260MM X 70MM X 8MM (10.24" X 2.75" X 0.31"); RBM 1,580,000 LB-IN	0	0	0
s	JVXBAX	PRIMARY FUEL FILTER	FUEL FILTER & WATER SEPARATOR (Diesel engines only)	12	0	0
s	288AC2	FUEL TANK - LH	50 GALLON (190 L) 22" ALUMINUM ROUND	113	56	0

				WEIGHT (LB)		
CAB	INTERIOR		DESCRIPTION	FRONT	REAR	LIST PRICE
s	198048	SPEEDOMETER -&- GAUGES - UNIT(s) OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0	0
S	MCQ01Q	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM	0	0	0
s	3MBA1X	PARK BRAKE ALARM	PARK BRAKE ALARM, SOUNDS IF BRAKE OFF & DRIVER'S DOOR OPENED	0	0	0
	5RXA1X	BACK-UP ALARM	BACK-UP ALARM	0	0	124
S	PVXA2X	AIR RESTRICTION INDICATOR	MECHANICAL, GRADUATED, ON FILTER	0	0	0
s	LSXH1X	DAYTIME RUNNING LIGHTS	DRL WHEN ENGINE RUNNING & PARK BRAKE OFF	0	0	0
	40XAIX	FIRE EXTINGUISHER	HAND FIRE EXTINGUISHER 2.2 KG (5LB) ENGLISH DECAL, ABC	0	0	60
	4VX31X	WARNING TRIANGLE	THREE WARNING TRIANGLES	0	0	64
s	F8XAVX	AUDIO SYSTEM	RADIO, AM/FM, MP3, WEATHER BAND, W/ MUTE IN REVERSE	0	0	0

# TECHNICAL SPECIFICATION (cont.)



				WEIGHT (LB)		
CAB	INTERIOR		DESCRIPTION		REAR	LIST PRICE
s	5EAA1X	AUDIO INTEGRAT. PHONE HANDSFRE	AUDIO INTEGRATED HANDSFREE PHONE, BLUETOOTH	0	0	0
s	5FAA1X	AUDIO COMMUNICATION CONNECTOR	AUDIO COMMUNICATION CONNECTOR, USB AUDIO	0	0	0
S	0LAA1X	AUDIO SHUTOFF	AUTOMATIC AUDIO SHUTOFF, REVERSE ENGAGED	0	0	0
s	D6XS1X	COMMUNICATION EQUIPMENT	FACTORY INSTALLED GEOTAB FLEET MANAGEMENT SYSTEM	0	0	0
s	00401E	INTERIOR TRIM	PREMIUM SATIN FINIFH INTERIOR TRIM, WITH OVERHEAD STORAGE CONSOLE	0	0	0
s	19603E	SEAT - DRIVER'S	MACK-AIR, VINYL HIGH BACK, 1 CHAMBER AIR LUMBAR	82	0	0
	3ZXG2X	DRIVER SEAT	MACK DRIVERS SEAT, AIR SUSPENDED	0	0	0
	U3CA1X	DRIVERS SEAT UPHOLSTERY	DRIVERS SEAT UPHOLSTERY, VINYL	0	0	0
S	19703R	SEAT - PASSENGER'S	MACK-FIXED, VINYL HIGH BACK	29	0	0
	34XB1X	PASSENGER SEAT	FIXED PASSENGER SEAT	0	0	0
	U4CA1X	PASSENGERS SEAT UPHOLSTERY	PASSENGERS SEAT UPHOLSTERY, VINYL	0	0	0
S	59200E	SEAT BELT(S)	ALL SEAT BELTS - ADJUSTABLE D-RING, BLACK	0	0	0
s	XRXB1X	STEERING WHEEL ADJUSTMENT	TILT / TELESCOPIC STEERING COLUMN	0	0	0
s	LYXF1X	STEERING WHEEL SWITCHES	FLAT BOTTOM STEERING WHEEL, WITH BUTTON CONTROLS	0	0	0
S	B8300M	BODY BUILDER INTERFACE	BODY BUILDER CONNECTIONS (on/in vehicle) Diesel Vehicles	0	0	0

				WEIGHT (LB)			
CAB	EXTERIOR		DESCRIPTION	FRONT	REAR	LIST PRICE	
s	438003	CAB SUSPENSION TYPE	CAB SUSPENSION TYPE, AIR	0	0	0	
S	P8XD1X	HEADLAMPS	HEADLAMP TYPE, HALOGEN	0	0	0	
	6MEE1X	HOOD RADIATOR GRILLE, FINISH	HOOD RADIATOR GRILLE FINISH, BRIGHT CHROME	0	0	103	
	W9EADX	FRONT BUMPER FINISH	STEEL FRONT BUMPER, BRIGHT FINISH	0	0	424	
s	42400Q	DOOR / WINDOW FEATURES	ELECTRIC WINDOWS AND DOOR LOCKS	0	0	0	
S	Q4XADX	DOOR WINDOW FRONT	PEEP WINDOW ON PASSENGER SIDE DOOR	0	0	0	
	1520F2	MIRRORS - EXTERIOR	HEATED AND MOTORIZED MIRRORS BOTH SIDES, BLACK (Anthem mirror)	29	0	251	
s	58700D	GRAB HANDLES	EXTERIOR GRAB & DOOR HANDLES	0	0	0	

			WEIGHT (LB)			
WHEELS & TIRES		DESCRIPTION	FRONT	REAR	LIST PRICE	
900AS0	TIRES BRAND/TYPE - FRONT	11R22.5 G BRIDGESTONE R268 ECOPIA (12350 lbs) (Total for QTY = 2)	243	0	210	
5310Z1	WHEELS - FRONT	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC (Total for QTY = 2)	80	0	312	
FWT002	FRONT AXLE TIRE & WHEEL QUANTITY	TWO FRONT TIRES & WHEELS	0	0	0	
901090	TIRES BRAND/TYPE - REAR	11R22.5 G BRIDGESTONE M760 ECOPIA (23360 lbs) (DRIVE ONLY) (Total for QTY = 4)	0	538	336	
346186	WHEELS - REAR	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC (Total for QTY = 4)	0	159	624	
RWT004	REAR AXLE TIRE & WHEEL QUANTITY	FOUR REAR AXLE TIRES & WHEELS	0	0	0	

 PRICELIST DATE
 QUOTATION
 DATE
 PAGE

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 WATS2025000014D527
 3/24/2025
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# TECHNICAL SPECIFICATION (cont.)



				WEIGHT (LB)			
PAINT	PAINT DESCRIPTION		FRON	T REAR	LIST PRICE		
S	924014	PAINT TYPE	SOLID PAINT	0	0	0	
S	944CQ2	PAINT COLOR - FIRST COLOR	GLACIER WHITE; P3029	0	0	0	

				WEIGHT (LB)			
BASE	WARRANTY &	PURCHASED COVERAGES	DESCRIPTION	FRONT	REAR	LIST PRICE	
s	M58038	ENGINE TOWING WARRANTY	CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)	0	0	0	
S	898002	VEHICLE WARRANTY TYPE	NORMAL DUTY WARRANTY CLASSIFICATION	0	0	0	
s	M50AQ7	BASIC CHASSIS COVERAGE	CHASSIS PLAN 24 MO/UNLIMITED MI NORMAL DUTY PROTECTION PLAN	0	0	0	
S	M51I02	ENGINE WARRANTY	CUMMINS ENGINES B6.7 (Contact Cummins for Standard Warranty and Extended Coverage Details)	0	0	0	
S	M52032	EMISSION COMPONENT COVERAGE	CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)	0	0	0	
s	M540B4	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data	0	0	0	
s	M560V6	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 24 MONTHS UNLIMITED MILEAGE	0	0	0	
s	M57028	CHASSIS TOWING WARRANTY	STANDARD CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0	0	

				WEIGHT (LB)		
SER	/ICES		DESCRIPTION	FRONT	REAR	LIST PRICE
S	S02011 MACK ONECALL AND ASIST		MACK ONECALL AND ASIST - 12 MONTH	0	0	0
S	S06035	PARTNERED SERVICES	GEOTAB FOR MACK TRUCKS - 6 MONTH	0	0	0
			FRONT / REAR AXLE WEIGHTS (LB)	6429	3519	
			TOTAL WEIGHT (LB)	9,9	48	

### PRICING SUMMARY

MD7 42R

Final Unit Sales Price

\$121,360.00

**Deal Size (Units)** 

1

#### **EXTENDED DEAL SALES PRICE**

\$121,360.00

#### **Pricing Comments**

Truck Chassis

\$ 98450.00

Dump Bed Quote #25-637 \$ 22910.00

Total

\$121360.00

\*\*\*We have been notified that IF tariffs are put into place as predicted, it will amount to \$1500.00 on the truck chassis from Mack Trucks. The Bibeau dump body will have a \$2250 tariff. Potentially we could have a \$3750.00 increase for Tariffs on this

ODOT - HURON WATER DEPARTMENT

DATE

NORTHERN OHIO TRUCK CENTER, INC.

5 of 5



**TO:** Mayor Tapp and City Council

**FROM:** Doug Steinwart , Operations Manager

**RE:** Resolution No. 39-2025 (submitted by Doug Steinwart)

**DATE:** April 22, 2025

#### **Subject Matter/Background**

This resolution authorizes an agreement with the Huron River Fest Inc. to use City property for the Huron River Fest festival on July 11th and 12th, 2025 to be held at the Huron Boat Basin and Amphitheater. The River Fest Committee is requesting closure of a portion of Main Street from First Merit Bank north to South Street from 2pm on Thursday, July 10th through 11am on Sunday, July 13th.

#### **Financial Review**

A two-day special event facility usage charge of \$1,000 will be charged to the Huron River Fest Inc. and will be allocated to the Boat Basin Fund (Account 210-3800-41536) under Facility Rental. This amount was anticipated and budgeted for 2025.

#### **Legal Review**

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

#### Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 39-2025 is in order.

Resolution No. 39-2025 River Fest License Agreement \$1,000 (1).docx Resolution No. 39-2025 Exhibit A River Fest License Agreement.docx

#### RESOLUTION NO. 39-2025 Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO WITH HURON RIVER FEST, INC. TO HOLD ITS ANNUAL RIVER FEST EVENT IN THE CITY OF HURON, OHIO DURING THE PERIOD OF JULY 11, 2025 THROUGH JULY 12, 2025.

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

<u>SECTION 1:</u> That the City Manager is authorized and directed to execute a License Agreement for and on behalf of the City of Huron, Ohio with the Huron River Fest, Inc. to use City property and/or services in conjunction with its Annual River Fest event on July 11<sup>th</sup> and 12<sup>th</sup>, 2025, said Agreement to be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

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

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

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

#### LICENSE AGREEMENT

This License Agreement ("Agreement") is made between the CITY OF HURON, OHIO, hereinafter called "City" and HURON RIVER FEST, INC., hereinafter called "Licensee," to EVIDENCE THAT:

WHEREAS, the Annual River Fest ("River Fest") is held on property owned by the City, and, therefore, it is necessary for the City to grant Licensee a revocable license to use said property and;

WHEREAS, the River Fest is scheduled to occur from July 11, 2025 through July 12, 2025;

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The City hereby grants a revocable license to Licensee to use the City-owned property set forth and described on Exhibit A, for the site of the 2025 River Fest from July 11 through July 12, 2025 for a flat rental fee of \$1,000. Such site is depicted on Exhibit A and shall expressly exclude any other City-owned property including but not limited to the area known as the Huron Boat Basin and its facilities not so designated.
- 2. The City shall have the option to terminate or modify this Agreement and related revocable license in the event that the property being licensed to the Licensee becomes unavailable for use by Licensee as provided for by this Agreement. The decision as to whether or not the property is unavailable shall be decided by the Huron City Council at a regular or special meeting, notice of which shall be given to the Licensee at least seven (7) days prior to the date of such meeting.
- 3. The City shall also notify 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. As of the date hereof, the City does not intend to commence any improvement which may interfere with the River Fest area prior to the 2025 event.
- 4. Licensee will furnish, at its expense, all necessary police, fire and other security services as determined necessary by the City, including traffic control and regulation and concentrated foot patrol, to protect persons and property in the event area. Such law enforcement support shall be substantially similar to the estimate(s) provided by the Chief of Police as set forth in <a href="Exhibit C">Exhibit C</a>. Licensee acknowledges and accepts that circumstances may occur that demand law enforcement support in addition to that noted in <a href="Exhibit C">Exhibit C</a>. In an effort to minimize the cost to Licensee, the City agrees to utilize mutual aid from area law enforcement agencies.
- 5. Licensee will contact and arrange with both Ohio Edison and City of Huron Water Department to have the meter(s) set up in the Licensee's name in order to have billing for electricity and water used by vendors and Licensee.

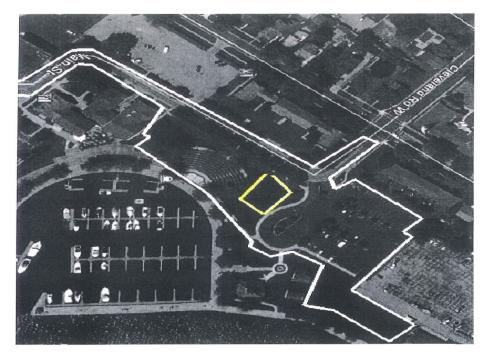
- 6. The City will render a detailed cost statement, for all services provided, other than as set forth herein, on or before August 15, 2025 and said amount shall be paid to City no later than September 15, 2025. Items which shall be provided and billed when and where required include, but are not limited to:
  - a. The cost of water and materials (i.e., gravel, stone, etc.);
  - b. The cost of city personnel to install and remove signs;
  - c. The City agrees to waive the cost of all other permits and fees;
  - d. The cost of safety forces.
- 7. The City grants permission for Licensee to erect signs in the downtown area and selected entrances to the City from June 28, 2025 through July 15, 2025 as set forth in the drawing showing types and locations of signs attached hereto as <u>Exhibit F</u> and incorporated herein by reference.
- 8. The City agrees to permit Licensee to use the permanent stage and amphitheater at the Boat Basin for no additional charge.
- 9. The City agrees to close Main Street from First Merit Bank north to South Street from 2:00 p.m. Thursday, July 10, 2025 to 11:00 a.m. Sunday, July 13, 2025. (Exhibit E)
- 10. The City approves the sale of beer during the River Fest as follows: Friday, July 11, between the hours of 6:00 p.m. to 10:30 p.m.; and Saturday, July 12, between the hours of 11:00 a.m. to 10:30 p.m. All sales of beer shall be confined to the designated area. Beer shall be in plastic or paper cups or cans; no bottles permitted. Consumption of beer shall be permitted in fenced in areas only and as noted on Exhibit A. Licensee agrees to comply with all rules and regulations of the Ohio Department of Liquor control as required by the regulations governing Licensee's Alcohol Permit identified in Exhibit D.
- 11. The Licensee agrees, at its own expense and unless otherwise specified, to have the entire event area cleaned up, including removal of all equipment, trash, ice machines and other items placed on Main Street by 11:00 a.m. on Sunday, July 13, 2025 with Main Street re-opened at that time. All remaining grounds around the Boat Basin area will be cleared of equipment, trash, etc. by 11:00 a.m. on July 14, 2025. This provision may be modified due to weather conditions.
- 12. The Licensee shall defend, indemnify, and hold the City harmless from any and all actual or threatened actions, causes of action, claims, costs, damages (including damage to areas in which new trees, plants, shrubs and lawn have been planted), demands, expenses, fees, fines, judgments, losses, penalties or suits, arising directly or indirectly from Licensee's breach of this Agreement, from use or the use by participants, workers, vendors, invitees, and attendees of City-owned lands for the River Fest and parking areas as authorized by this Agreement, or from the operation of the event or claimed to have arisen from the operation of the event, such indemnification to include all costs of defense, including reasonable attorneys and expert witness fees. Licensee shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) for Bodily Injury and death; One Hundred Thousand Dollars (\$100,000.00) for Property Damage, which policies shall name the City as an insured by endorsement and loss payee and copies of which shall be attached a copy as Exhibit B and provided to the City at least 30 days prior to the date of the River Fest. Licensee shall require any vendor that sells beer to secure liquor liability coverage, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; One Hundred Thousand Dollars (\$50,000.00.00) for Property Damage, which policies shall name the City as an additional insured by endorsement and loss payee, copies of which shall be attached as Exhibit B to be provided to the City at least 30 days prior to the date of the River Fest.

Such insurance policies shall provide that such insurance policies may not be canceled without thirty (30) days prior written notice to the City.

- 13. Licensee shall furnish City with evidence that the required insurance has been obtained prior to the opening of the event.
  - 14. Licensee agrees to have the event area cleared and maintained in orderly fashion daily.
  - 15. Licensee further agrees as follows:
    - a. Event activity shall not extend past the east right-of way of Williams Street at Cleveland Road West and shall be scheduled within the hours: Friday, July 11, 2025 5:00 p.m. to 11:00 p.m.; and Saturday, July 12, 2025 11:00 a.m. to 11:00 p.m.;
    - b. All vendors shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; Fifty Thousand Dollars (\$50,000.00) Property Damage, which policies shall name the City as an insured and shall be provided to Licensee prior to opening;
    - c. Signs to be posted restricting beer in plastic cups, paper cups or cans only to the fenced areas as noted in Exhibit A;
    - d. Concession booths shall not be permitted to open without first obtaining an approved electrical inspection;
    - e. Event Grounds shall shut down by 11:30 p.m.;
    - f. Food sales shall cease by 11:00 p.m.;
    - g. Licensee agrees to incorporate the operating restrictions set forth herein in all contracts with affected vendors:
    - h. Licensee agrees to limit entertainment to the permanent stage at the Amphitheater;
    - i. Licensee agrees to limit beer sales to two booths within each fenced area;
    - j. Licensee agrees to have all water connections checked for compliance with the State of Ohio Code.
    - k. Licensee agrees to obtain a parade permit from the City for the purpose of holding the River Fest Parade.
    - I. Licensee agrees to protect parking lot at the Boat Basin and further agrees not to make any holes in parking lot surface for any reason.
- 16. This agreement contains the entire agreement between the City and Licensee and supersedes any oral or prior written understandings, representations or agreements between the City and Licensee.
- 17. Licensee hereby agrees to conduct said event in accordance with the terms and conditions set forth and approved by the council of the City of Huron.
  - 18. This agreement shall be interpreted in accordance with the laws of the State of Ohio.
  - IN WITNESS WHEREOF, all parties have set their hands to duplicate copies of this Agreement

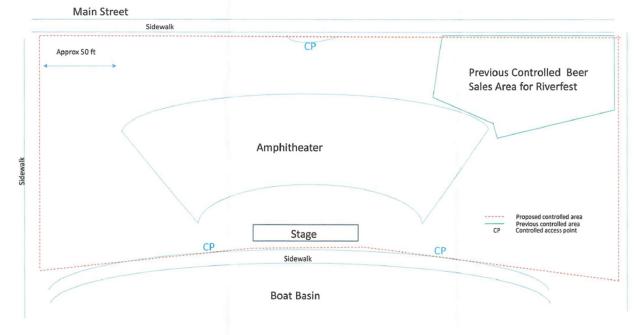
on the dates referenced below.	
CITY OF HURON, OHIO	HURON RIVER FEST INC.
Matt Lasko, City Manager	, Chairperson
Date:	Date:

**EXHIBIT A - DESCRIPTION OF CITY PROPERTY** 



(Previous Controlled Beer Sales Area Marked in Yellow; see below for new location)

#### RIVERFEST BEER CONSUMPTION RESTRICTED AREA



### EXHIBIT B - INSURANCE CERTIFICATES

#### EXHIBIT C - QUOTE FOR SAFETY SERVICES

#### **2025 HURON RIVERFEST**

#### FRIDAY JULY 11:

Parking Detail (8 hours):

0800 – 1200: (1) officer

1200 - 1600: (1) officer

Festival Grounds (24 hours):

2000 – 0000: (6) officers

#### **SATURDAY JULY 12:**

Festival Grounds (24 hours):

2000 – 0000: (6) officers

#### **TOTALS:**

**POTENTIAL FULL TIME HOURS (Festival paid) = 56** 

Average full-time overtime rate = \$75.00

**Total potential cost:** 

(Assuming all positions are filled by full time officers) = \$4,200.00

## EXHIBIT D - LIQUOR PERMIT

### EXHIBIT E – MAP OF STREET CLOSURE



### EXHIBIT F – DRAWING OF SIGNAGE



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

**RE:** Executive Session for consideration of the appointment, employment, dismissal, discipline,

promotion, demotion or compensation of a public employee.

**DATE:** April 22, 2025