



**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 8, 2025 @ 6:30 PM

City Council Chambers  
417 Main Street  
Huron, Ohio 44839

### **LIVESTREAM MEETING INFORMATION**

*This regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live streamed on the City of Huron's YouTube channel. The public is free to observe and hear the discussions and deliberations of all members of City Council via the following link: <https://www.youtube.com/channel/UCpRAV-AnmlA6lfukQzKakQg>*

#### **I. Public Hearing**

- I.a** Call to Order Public Hearing  
Public Hearing on establishment of a Tax Incentive District (TIF) encompassing the former ConAgra property (Erie County, Ohio Permanent Parcel No. 42-61270.001).
- I.b** Swear in Witnesses
- I.c** Witness Testimony
- I.d** Adjourn Public Meeting

#### **II. Call To Order** Moment of Silence followed by the Pledge of Allegiance to the Flag

#### **III. Roll Call of City Council**

#### **IV. Approval of Minutes**

- IV.a** Minutes of the March 25, 2025 Council work session and regular meeting.

#### **V. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)

#### **VI. Old Business**

- VI.a** Ordinance No. 2025-7 (**second 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).

**VI.b** Ordinance No. 2025-8 (**second 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).

**VII. New Business**

**VII.a** Motion

Motion to set Public Hearing on the Rezoning of vacant City-owned property located on River Road, Huron, Ohio (PPN's: 42-01718.000, 41-01721.000 and 42-01722.000) from the current I-2 (General Industrial District) to R-1 (One-Family Residence District) for Tuesday, May 13, 2025 at 6:30pm immediately preceding the regular Council meeting.

**VII.b** Resolution No.28-2025 (*submitted by Matt Lasko*)

A resolution authorizing a partnership agreement relative to Erie County's application, on behalf of the City and other municipal partners, to secure Community Housing Impact and Preservation (CHIP) program funding.

**VII.c** Resolution No. 29-2025 (*submitted by Stuart Hamilton*)

A resolution awarding the bid to RMH Concrete & Foundations for the Cleveland Road East Sidewalk Extension Project in the amount of \$367,352.45.

**VII.d** Resolution No. 30-2025 (*submitted by Stuart Hamilton*)

A resolution awarding the bid to D.L. Smith Concrete, LLC relating to the South Main Street Pedestrian Crossing Project in the amount of \$92,395.00.

**VII.e** Resolution No. 31-2025 (*submitted by Doug Steinwart*)

A resolution authorizing a License Agreement with River Monster Tours LLC for a 5-month term, as well as off-season use of the marina hut, in the amount of \$3,010.00.

**VII.f** Resolution No. 32-2025 (*submitted by Doug Steinwart*)

A resolution of cooperation with the Erie MetroParks relating to the 2025 Local Park Capital Improvement Grant Program.

**VII.g** Resolution No. 33-2025 (*submitted by Doug Steinwart*)

A resolution authorizing an application to the Erie MetroParks 2025 Local Park Capital Improvement Grant Program for replacement of two (2) access mats at Nickel Plate Beach in an amount not to exceed \$4,368.

**VII.h** Ordinance No. 2025-9 (*presented by Matt Lasko*)

An ordinance to revise the Codified Ordinance by adopting current replacement pages.

**VIII. City Manager's Discussion**

**IX. Mayor's Discussion**

**X. For the Good of the Order**

**XI. Executive Session(s)**

**XII. Adjournment**



**TO:** Mayor Tapp and City Council  
**FROM:** Matthew Lasko  
**RE:** Call to Order Public Hearing  
**DATE:** April 8, 2025

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### **Recommendation**

[Res 17-2025 \(adopted 2-11-25\) Conagra Incentive District ED Plan \(1\).pdf](#)  
[Ordinance No. 2025-XX ConAgra - TIF Ordinance.docx](#)

**RESOLUTION NO. 17-2025**

Introduced by Sam Artino

**A RESOLUTION DELINEATING AN OVERLAY IN RELATION TO THE PROPOSED CONAGRA INCENTIVE DISTRICT WITHIN THE CITY OF HURON, OHIO; AND ADOPTING A WRITTEN ECONOMIC DEVELOPMENT PLAN AS TO THE SAME; SETTING THE TIME AND PLACE OF A PUBLIC HEARING AND APPROVING RELATED MATTERS.**

**WHEREAS**, this Council (the "Council") of the City of Huron, Ohio (the "City") is contemplating the authorization of an incentive district tax increment financing exemption from real property taxation with respect to a parcel located within the boundaries of the City, as authorized under Division (C) of Ohio Revised Code Section 5709.40; and

**WHEREAS**, pursuant to Division (C)(2) of Ohio Revised Code Section 5709.40, this Council must conduct a public hearing on a Resolution proposed under Ohio Revised Code Section 5709.40(C)(1) authorizing an incentive district, which such public hearing must be preceded by sufficient notice to every real property owner whose property is located within the boundaries of such incentive district, here the "ConAgra Incentive District", and such notice must include a map of the ConAgra Incentive District on which this Council must have delineated an overlay; and

**WHEREAS**, this Resolution is not an ordinance proposed under Ohio Revised Code Section 5709.40(C)(1) establishing an incentive district, but is a Resolution delineating an overlay and adopting a written economic development plan such that this Council may, in the future, consider one or more ordinances proposed under Ohio Revised Code Section 5709.40(C)(1) authorizing the ConAgra Incentive District (the "Proposed Incentive District TIF Ordinance"); and

**WHEREAS**, such an overlay must satisfy Division (A)(6) of Ohio Revised Code Section 5709.40, namely an overlay must be an area of not more than three hundred (300) acres that is a square, or that is a rectangle having two (2) longer sides that are not more than twice the length of the two (2) shorter sides; and

**WHEREAS**, the overlay depicted in Exhibit A attached hereto and incorporated herein by reference (the "Overlay") is drawn in accordance with the foregoing; and

**WHEREAS**, pursuant to Division (A)(5)(f) of Ohio Revised Code Section 5709.40, the City Engineer, or the individual or entity acting as the City Engineer (the "City Engineer"), is contemplating whether the adequacy of the existing public infrastructure serving the ConAgra Incentive District is sufficient to meet the residential needs of the ConAgra Incentive District; and

**WHEREAS**, the City Engineer is required to consider a written economic development plan for the ConAgra Incentive District as has been adopted for such purposes by this Council; and

**WHEREAS**, this Council has determined that it is necessary and appropriate and in the best interests of the City to adopt a written economic development plan for the ConAgra Incentive District, a copy of which is provided substantially in the form of Exhibit B attached hereto and incorporated herein by reference (the "Economic Development Plan"); and

**WHEREAS**, in order to consider the Proposed Incentive District TIF Ordinance, the City must comply with the public hearing and notice provisions of Ohio Revised Code Section 5709.40(C) and



5709.40(D) and the City intends to (i) set a time and place for a public hearing to occur not later than thirty (30) days prior to adopting the Proposed Incentive District TIF Ordinance and (ii) authorize the City's transmittal of notice of the public hearing and the Proposed Incentive District TIF Ordinance to every real property owner (including, but not limited to, the City) whose property is located within the boundaries of the proposed ConAgra Incentive District.

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

**SECTION 1.** Pursuant to Division (A)(6) of Ohio Revised Code Section 5709.40 and Exhibit A attached hereto, this Council hereby delineates the Overlay as it relates to and serves to further describe the proposed ConAgra Incentive District.

**SECTION 2.** Under Division (A)(5)(f) of Ohio Revised Code Section 5709.40, this Council hereby adopts the Economic Development Plan in furtherance of this Council's future consideration of the Proposed Incentive District TIF Ordinance with respect to the ConAgra Incentive District.

**SECTION 3.** This Council hereby provides the following authorizations and ratifications pursuant to the requirements of Ohio Revised Code Section 5709.40, each required in order to authorize the ConAgra Incentive District pursuant to the Proposed Incentive District TIF Ordinance, as follows:

(i) Pursuant to Ohio Revised Code Section 5709.40(C)(2)(a), this Council hereby determines that a public hearing with respect to this Council's formal adoption of the Proposed Incentive District TIF Ordinance shall occur on April 8, 2025 at a regularly scheduled meeting of this Council at 6:30pm at Council Chambers located at 417 Main Street, Huron, Ohio 44839, which such public hearing shall occur not later than thirty (30) days prior to this Council's formal adoption of the Proposed Incentive District TIF Ordinance.

(ii) Pursuant to Ohio Revised Code Section 5709.40(C)(2)(a), this Council hereby authorizes the City Manager, the Clerk of this Council, and their designees, to give every real property owner (including, but not limited to, the City) whose property is located within the boundaries of the ConAgra Incentive District subject of the Proposed Incentive District TIF Ordinance, which such notice shall be given not later than thirty (30) days prior to the public hearing set by this Resolution Section 3(i).

**SECTION 4.** This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.


**SECTION 5.** This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:

  
Clerk of Council

ADOPTED:

11 FEB 2025

  
Monty Tapp, Mayor

## EXHIBIT A

### DESCRIPTION OF OVERLAY

The Overlay, outlined below in **yellow**, is intended to include the real property situated in the City of Huron, Ohio, County of Erie, and State of Ohio consisting of the real property identified by the Erie County Auditor's permanent parcel identification number: 42-61270.001 (including any subsequent combinations or subdivisions) as identified in the records of the Erie County Auditor from time to time, as outlined below in **blue**. The real property located within the Incentive District Overlay is estimated to include approximately 22.6 acres of real property.



**EXHIBIT B**

City of Huron, Ohio

**Economic Development Plan for the “ConAgra Incentive District” Development Area**

February 11, 2025

## **OVERVIEW OF PROPOSED DEVELOPMENT**

The City of Huron, Ohio, a municipal corporation validly existing under the Constitution of the State of Ohio and its Charter, has acquired real property identified by the Erie County Auditor's Permanent Parcel Identification Number 42-61270.001 generally situated to the east of Huron Street, to the north of Cleveland Road, and the west of Meeker Avenue within the City of Huron, Ohio. It is currently anticipated that one or more private developers, pursuant to their acquisition of the real property from the City, will construct a new subdivision consisting of approximately one hundred (100) single family dwelling units to be known as the "ConAgra Development." Such single-family dwelling units are expected to be conveyed by one or more future developers to future owners in fee simple and may include a mix of residential assets comprising single family dwelling units such as, but not limited to, townhomes, condominiums, or single-family homes. The ConAgra Development is expected to occur upon the real property comprising the Erie County Auditor's permanent parcel identification number 42-61270.001 (including any subsequent combinations or subdivisions) as identified in the records of the Erie County Auditor from time to time.

## **LAND USE CONTROLS**

As currently described by the Erie County Auditor's permanent parcel identification number 42-61270.001, such real property is zoned, according to the Planning and Zoning Code of the City of Huron, Ohio (Part 11 of the Codified Ordinances of the City of Huron, Ohio, as amended or supplemented from time to time (the "Zoning Code")), as "MU-GD" (Mixed Use – Granary District). Additionally, the real property may become subject to one or more "planned development project" designations pursuant to Chapter 1126 of the Zoning Code. The planned development project is further intended for development to be laid out so that proposed uses, buildings, and site improvements relate to each other and to adjoining existing uses and to the public realm in such a way that they will be compatible, with no material adverse impact of one use on another.

The general ordinances and resolutions of the City of Huron, Ohio shall apply except as otherwise provided within this Exhibit B. All references to the City of Huron, Ohio general ordinances and resolutions refer to the version of such general ordinances and resolutions in force at the time of their adoption. Whenever there is a conflict or difference between the provisions of this ConAgra Preliminary Development Plan, its text and exhibits, and the general ordinances and resolutions of the City, the provisions of this ConAgra Preliminary Development Plan's text and exhibits shall prevail. Where the Preliminary Development Plan, its text and exhibits are silent, the provisions of the general ordinances and resolutions of the City of Huron, Ohio and the Zoning Code of the City of Huron, Ohio shall prevail.



## **DEVELOPMENT MIX**

Constructed in one or more phases, the entire ConAgra Development is presently anticipated to consist of not more than one hundred (100) single family dwelling units, the development of public infrastructure improvements needed to service the ConAgra Development (including, but not limited to, seawall construction and reconstruction designed to protect the shoreline of the real property constituting the area). Single family dwelling units may include a mix of residential assets comprising single family dwelling units such as, but not limited to, townhomes, condominiums, or single-family homes. The City may enter into one or more Development Agreements or other agreements with one or more developers in order to contractually agree upon various terms included within this Preliminary Development Plan and to identify further terms associated with the completion of the ConAgra Development.

## **ANALYSIS AND ASSESSMENT**

The ConAgra Development is generally expected to be guided and informed by the City of Huron: Vision 2020 planning initiative implemented by the City to further its economic development efforts, including, but not limited to, the development of the real property constituting the ConAgra Development (See [https://cms2.revize.com/revize/cityofhuron/community/community\\_outreach.php](https://cms2.revize.com/revize/cityofhuron/community/community_outreach.php)).

To promote the variety of flexibility of residential land development that is necessary to meet the demands of increased urbanization, population growth, and the demand for well-organized residential areas within the City of Huron, Ohio, the proposed ConAgra Development is intended to be designed using smart-growth principles fostering a human scale, pedestrian-friendly community, with the volume of single family dwelling units necessary to serve multi-generational needs.

With multiple access points from adjacent roadways to the internal roadway system of the City, including Cleveland Road and nearby River Road, the ConAgra Development is intended to be designed to encourage walkability within the City of Huron, Ohio. Road networks within the ConAgra Development are intended to be designed and arranged on walkable blocks, with anticipated connections to Cleveland Road and nearby River Road, all fostering a more integrated transportation and development pattern within the City of Huron, Ohio and its urban core. Roads at the ConAgra Development are anticipated to include sidewalks or other trails and thereby encourage pedestrian mobility to and within the City's urban core.

While construction and completion of the ConAgra Development may occur in one or more phases, visual unity is anticipated to be achieved with respect to the overall ConAgra Development. Landscape elements in view of public rights-of-way, entry features, project identity signage, street trees, and other landscaping are anticipated features of the ConAgra Development intended to operate in a cohesive manner complementary to the surrounding areas of the City of Huron, Ohio.

## **CONCLUSION**

It is the conclusion of the City of Huron, Ohio and its staff that it is in the interests of the City of Huron, Ohio to proceed with the approval of an "Engineer's Certificate" and this Economic Development Plan so as to provide for the further approval, by the Council of the City of Huron, Ohio, of the ConAgra Incentive District pursuant to Ohio Revised Code Section 5709.40(C).

ORDINANCE NO. 2025-XX  
Introduced by \_\_\_\_\_

AN ORDINANCE TO ESTABLISH AN INCENTIVE DISTRICT ENCOMPASSING A CERTAIN PARCEL OF REAL PROPERTY IN THE CITY; DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY WITHIN THE INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE; IDENTIFYING CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS MADE, TO BE MADE, IN THE PROCESS OF BEING MADE, OR THAT ONCE MADE, WILL BENEFIT OR SERVE THE PARCEL IN THE INCENTIVE DISTRICT; REQUIRING THE OWNERS OF THE PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF REAL PROPERTY TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS; APPROVING RELATED MATTERS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Huron, Ohio (the "City") is the fee owner of a certain parcel of real property located within the City, as identified more particularly as Exhibit A attached hereto (the "Project Site" with each parcel comprising the Project Site being referred to herein individually as a "Parcel"); and

WHEREAS, the City has identified the Project Site as a vacant portion of real property within the City and has prepared a strategy to foster development and redevelopment along the City's shoreline in an area of the City more commonly known as the "ConAgra Site", all in order to encourage, by one or more prospective developers, the new construction of what is expected to include a mix of one or more residential dwelling unit applications, including, but not limited to, approximately one hundred (100) or more townhomes, condominium units, or single-family dwelling units, as may be further determined by one or more Development Agreements or other agreements to be executed between the City and one or more developers from time to time (collectively, the "Project"); and

WHEREAS, the City desires for one or more future developers to construct the Project upon what is currently vacant real property within the City and further anticipates that certain "public infrastructure improvements" (as defined under Ohio Revised Code Section 5709.40(A)(8)) must be constructed in order to support the economic viability of the Project as more fully described on Exhibit B attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40(B), this Council of the City (the "Council") approved Ordinance No. 2011-33 on November 8, 2011 (the "Original TIF Ordinance") authorizing an exemption from real property taxation equal to One Hundred Percent (100%) of the "improvements" (as defined by the Original TIF Ordinance) to parcels of real property (identified by Exhibit A to the Original TIF Ordinance) in the City for a period of thirty (30) years (the "Original TIF Exemption"); and

WHEREAS, the Parcel comprising the proposed Incentive District (as defined below and described on Exhibit A attached hereto and incorporated herein) is located within the City and the Incentive District is (i) not more than three hundred (300) total acres in size, (ii) enclosed by a continuous boundary, and (iii) pursuant to Ordinance No. 2024-51 approved by this Council on November 26, 2024 (the "Nonperforming Parcel Ordinance"), the Original TIF Exemption applicable to the Parcel authorized under the Original TIF Ordinance and Ohio Revised Code Section 5709.40(B) was terminated from and after tax lien date January 1, 2025 pursuant to this Council's declaration that the Parcel is a "nonperforming parcel" under Ohio Revised Code Section 5709.40(A)(9); and

WHEREAS, as a result of the Nonperforming Parcel Ordinance, the Parcel is not currently subject to another real property tax exemption authorized pursuant to Ohio Revised Code Section 5709.40(B) nor

included within an existing incentive district established under Ohio Revised Code Section 5709.40(C), and may be included within a subsequent incentive district established under Ohio Revised Code Section 5709.40(C) and this Ordinance; and

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42, 5709.43, 5709.82 and 5709.83 (the "TIF Statute") provide that this Council may, under certain circumstances, (i) establish one or more incentive districts within the City, and declare the Improvements (as defined below) to real property located within those incentive districts, to be a public purpose, (ii) exempt a percentage of such Improvements from real property taxation, (iii) identify certain public infrastructure improvements made, to be made, in the process of being made, or that once made, will benefit or serve that real property, (iv) identify one or more specific projects being, or to be, undertaken in the incentive district that place additional demand on the designated public infrastructure improvements, (v) require payments in lieu of real property taxes by the owners of the real property, and (vi) establish a public improvement tax increment equivalent fund and accounts and subaccounts therein; and

WHEREAS, pursuant to the TIF Statute, the boundaries of the Incentive District are coextensive with the boundaries of, and will include only, the respective portions of the Parcel comprising the Project Site, as specifically identified and depicted by Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Public Infrastructure Improvements described by Exhibit B attached hereto and incorporated herein will benefit or serve the Parcel comprising the Incentive District, and as required by Ohio Revised Code Section 5709.40(C)(3)(a), this Council has determined that the Project will place additional demand on the Public Infrastructure Improvements to be located at the Project Site and within the Incentive District; and

WHEREAS, as required by Ohio Revised Section 5709.40(A)(5)(f), this Council has approved a written Economic Development Plan (the "Plan") with respect to the Incentive District and delineated an "overlay" (as defined by Ohio Revised Code Section 5709.40(A)(6)) upon a map of the proposed Incentive District pursuant to its adoption of Resolution No. 17-2025 adopted on February 11, 2025; and

WHEREAS, as required by Ohio Revised Code Section 5709.40(A)(5)(f), the person or entity acting as engineer for the City, has certified, effective February 4, 2025, that the public infrastructure serving the Incentive District is inadequate to meet the development needs of the Incentive District, all as further evidenced by the Plan; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40(C)(2)(a), the City held a public hearing on April 8, 2025, which such public hearing occurred not later than thirty (30) days prior to the date on which this Council considered formal adoption of this Ordinance, notice of the public hearing was sent by first-class mail to each owner of each Parcel to be located within the boundaries of the proposed Incentive District not later than thirty (30) days prior to the public hearing, and this Council has not received written request for any Parcel to be excluded from inclusion in any Incentive District from any owner pursuant to Ohio Revised Code Section 5709.40(C)(2)(a); and

WHEREAS, under Ohio Revised Code Section 5709.42, this Council has determined to require the owner or owners of each Parcel comprising the Project Site within the Incentive District, together with their successors and assigns (each an "Owner", and collectively the "Owners"), to make service payments in lieu of real property taxes on the portion of the Improvements exempted from real property taxation pursuant to this Ordinance; and

WHEREAS, the Parcel is located within the boundaries of the Huron City School District and the E-HOVE Joint Vocational School District (the "City School District" and the "JVSD" respectively, and together, the "School Districts"); and

WHEREAS, the Board of Education of the City School District, by its passage of Resolution No. 21-0132 on December 21, 2021, has (i) approved an exemption from real property taxation under the TIF Statute at a rate of up to One Hundred Percent (100%) for a period of not more than thirty (30) years, (ii) waived any further requirements of the TIF Statute, including but not limited to, the application of Ohio Revised Code Section 5709.82 and the notice requirements of Ohio Revised Code Section 5709.40 and 5709.83, and (iii) approved the School Compensation Agreement entered into between the City and the City School District (as approved by this Council pursuant to Resolution No. 12-2022 on January 11, 2022); provided, that the terms of this Ordinance reflect the School Compensation Agreement; and

WHEREAS, the Board of Education of the JVSD, by its approval at its Board Meeting held on January 12, 2022, has (i) waived any further requirements of the TIF Statute, including but not limited to, the application of Ohio Revised Code Section 5709.82 and the notice requirements of Ohio Revised Code Section 5709.40 and 5709.83 and (ii) approved the E-HOVE School Compensation Agreement entered into between the City and the JVSD (as approved by this Council pursuant to Resolution No. 13-2022 on January 11, 2022); provided, that the terms of this Ordinance reflect the E-HOVE Compensation Agreement; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40(E)(1), the City sent notice of this Council's intention to adopt this Ordinance to the Board of Commissioners of Erie County, Ohio not later than forty-five (45) business prior to the adoption of this Ordinance and this Council hereby ratifies the giving of such notice by the City; and

WHEREAS, this Council finds the Project in the best interests of the City with respect to the City's desire to encourage the new construction of single family dwelling units upon currently vacant real property in the City.

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

SECTION 1. This Council hereby establishes the ConAgra Incentive District, which shall consist of the Parcel comprising the Project Site (the "Incentive District"), which such boundaries of the Incentive District are depicted on Exhibit A hereto and incorporated herein. Pursuant to Ohio Revised Code Section 5709.40(C), this Council finds and determines that it is in the best interest of the City to declare the increase in the assessed value of each Parcel comprising the Project Site within the Incentive District after the effective date of this Ordinance (the "Improvements") to be a public purpose and to authorize an exemption from real property taxation equal to One Hundred Percent (100%) of such Improvements (the "TIF Exemption"). The TIF Exemption shall commence on the earlier of [(i) the first tax year following the effective date of this Ordinance for which Improvements attributable to the construction of one or more structures within the boundaries of the Incentive District are completed and first appear on the tax list and duplicate of real and public utility property within the boundaries of the Incentive District or (ii) tax year 2028 (the "Commencement Date")]. The TIF Exemption shall end on the earlier of (i) thirty (30) years after the Commencement Date or (ii) the date on which the Public Infrastructure Improvements are paid in full and the City can no longer require Service Payments from the Owners, all in accordance with the requirements of the TIF Statute.



SECTION 2. Pursuant to Ohio Revised Code Section 5709.42, this Council directs and requires each Owner of each Parcel comprising the Project Site included within the Incentive District to make annual service payments in lieu of real property taxes with respect to the Improvements allocable to each Parcel to the County Treasurer of Erie County, Ohio (the "County Treasurer") on or before the final dates for payment of real property taxes. Service payments in lieu of real property taxes, including any penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47, will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvements if they were not subject to the TIF Exemption authorized by this Ordinance. Such service payments in lieu of real property taxes, penalties and interest, and any other payments with respect to the Improvements that are received by the County Treasurer in connection with the reduction required by Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions, as the same may be amended from time to time (the "Property Tax Rollback Payments," and together with the service payments in lieu of real property taxes and penalties and interest described above, the "Service Payments"), will be allocated and distributed in accordance with Section 4 of this Ordinance.

SECTION 3. This Council hereby establishes, pursuant to and in accordance with the provisions of the TIF Statute, the ConAgra Incentive District TIF Fund into which the City shall deposit all Service Payments collected with respect to the Parcel included within the Incentive District and received from the County Treasurer. Within the ConAgra Incentive District TIF Fund, the Finance Director of the City, or their designee, is hereby authorized to establish one or more accounts or sub-accounts associated with the ConAgra Incentive District TIF Fund, as may be required from time to time in the sole discretion of the Finance Director. The City, in its sole discretion, may utilize Service Payments deposited into the ConAgra Incentive District TIF Fund, and its associated accounts and sub-accounts, for the purposes authorized by the TIF Statute, this Ordinance, and other generally applicable Ohio law. The ConAgra Incentive District TIF Fund shall exist so long as Service Payments are collected and used for the purposes described above, after which the ConAgra Incentive District TIF Fund, and its associated accounts and sub-accounts, are to be dissolved and any surplus funds remaining in the ConAgra Incentive District TIF Fund shall be transferred to the City's general fund, all as set forth under Ohio Revised Code Section 5709.43.

SECTION 4. At the same time and in the same manner as real property tax distributions, the City requests that the County Treasurer distribute the Service Payments applicable to the Incentive District as follows:

FIRST, if applicable, to the appropriate taxing authorities the portion of the Service Payments that represent payments required under Ohio Revised Code Section 5709.40(F), as is required of the County Treasurer pursuant to Ohio Revised Code Section 5709.43(C); and,

SECOND, the remainder to the City for deposit into the ConAgra Incentive District TIF Fund.

The City shall then use the Service Payments for such uses as may be identified and approved by the City from time to time, including, but not limited to, the following:

FIRST, to the City to pay the costs of administration of the ConAgra Incentive District TIF Fund; and,

SECOND, to pay compensation to the Board of Commissioners of Erie County, in the eleventh and subsequent years of the TIF Exemption with respect to the Incentive District, equal to fifty percent

(50%) of the real property taxes that would have been payable to Erie County but for the TIF Exemption authorized pursuant to this Ordinance; and,

THIRD, to pay compensation to the City School District and the JVSD in the amounts and on terms described pursuant to (i) the City School Compensation Agreement executed between the City and the City School District and (ii) the E-HOVE Compensation Agreement executed between the City and the JVSD; and,

FOURTH, payment of the costs of any other Public Infrastructure Improvements defined by Ohio Revised Code Section 5709.40(A)(8) and selected in the sole discretion of the City, made, to be made, in the process of being made, or that once made will benefit or serve the Parcel comprising the Project Site and included within the Incentive District, all as authorized under Ohio Revised Code Section 5709.40 and more particularly defined by Exhibit B attached hereto and incorporated herein, and,

FIFTH, for any other lawful purpose pursuant to this Ordinance, the TIF Statute, its related laws and rules, and other generally applicable Ohio law.

SECTION 5. This Council determines that the Public Infrastructure Improvements described by Exhibit C attached hereto, are public infrastructure improvements made, to be made, in the process of being made, or that once made, will benefit or serve the Parcel included within the Incentive District. As required by Ohio Revised Code Section 5709.40(C)(3)(a), this Council hereby determines that the Project will place additional demand on the Public Infrastructure Improvements to be located at the Project Site within the Incentive District.

SECTION 6. This Council further authorizes and directs the City Manager and the Finance Director, or their designees, and other appropriate officers of the City to: (i) make such arrangements as are necessary and proper for the collection of Service Payments from the Owners of the Parcel comprising the Project Site and included within the Incentive District, (ii) facilitate the payment of the Service Payments from the County Treasurer to the City for deposit into the ConAgra Incentive District TIF Fund, (iii) prepare and sign all agreements, documents, instruments, amendments, or certificates as may be necessary to implement this Ordinance from time to time, including, but not limited to, any applications for real property tax exemption and remission (Form DTE-24) that may be required with respect to the Incentive District, and (iv) take all other actions as may be appropriate to implement this Ordinance. For the avoidance of doubt, Ohio Revised Code Section 5709.911 shall govern the priority status of the TIF Exemption authorized pursuant to this Ordinance. Pursuant to Ohio Revised Code Section 5709.40(C), 5709.911, and 5715.27, the Owner of the Parcel comprising the Project Site or the City may apply for the TIF Exemption authorized pursuant to this Ordinance with respect to the Parcel to be included within the Incentive District; provided, that any exemption application filed with the Ohio Tax Commissioner under Ohio Revised Code Section 5715.27 with respect to this Ordinance shall identify (i) the "nonperforming parcels" (as defined by the Nonperforming Parcel Ordinance) included in the Incentive District, (ii) the Original TIF Ordinance under which the Nonperforming Parcels were originally exempted, and (iii) the value history of each Nonperforming Parcel since the enactment of the Original TIF Ordinance, all as required by Ohio Revised Code Section 5709.40(C)(1).

SECTION 7. Pursuant to Ohio Revised Code Section 5709.40(I), the City Manager and the Finance Director, together with their designees, are authorized and directed to deliver a copy of this Ordinance to the Director of the Ohio Department of Development ("ODOD") within fifteen (15) days of

its adoption. On or before March 31st of each year that a TIF Exemption authorized pursuant to this Ordinance remains in effect, the City Manager and the Finance Director, together with their designees, are authorized to prepare and submit the status report required under Ohio Revised Code Section 5709.40(I) to the Director of ODOD.

SECTION 8. In accordance with Ohio Revised Code Section 5709.832, this Council hereby determines that no entity doing business upon any Parcel or any portion of any Parcel comprising the Project Site and included within the Incentive District shall deny any individual employment based on considerations of race, religion, sex, disability, color, national origin, or ancestry.

SECTION 9. The City acknowledges that it has created, or has joined, an applicable Tax Incentive Review Council (the "TIRC") with the membership of the TIRC constituted in accordance with Ohio Revised Code Section 5709.85. The TIRC shall, in accordance with Ohio Revised Code Section 5709.85, annually review all TIF Exemptions resulting from the declarations set forth in this Ordinance and any other such matters as may properly come before the TIRC, all in accordance with Ohio Revised Code Section 5709.85.

SECTION 10. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

SECTION 11: 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, this Council desires to support the timely and orderly development and completion of the Project to encourage economic development within the City and on currently vacant real property within the City, it is imperative this Ordinance be effective immediately; WHEREFORE, this Ordinance shall be in full force and effect from and immediately after its adoption.

---

Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF THE INCENTIVE DISTRICT

The Incentive District consists of the Parcel identified in the records of the Erie County Auditor as having the permanent parcel identification number 42-61270.001, as of the date of the passage of the Ordinance to which this Exhibit A is attached. The Incentive District shall consist of, and the authorizations of the Ordinance to which this Exhibit A is attached shall apply to, the Parcel comprising the Project Site, as such Parcel may be further sub-divided, combined, re-combined, re-numbered, or re-platted from time to time by the City, any future owner or owners of the Parcel, or the Erie County Auditor.

For the avoidance of doubt, the Parcel included within the Incentive District is outlined in blue below:



For the avoidance of doubt, a legal description identifying the Parcel included within the Incentive District is attached hereto, as follows:

[See Legal Description Attached]

## EXHIBIT B

### PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist generally of acquiring and constructing the Public Infrastructure Improvements described below, as selected in the sole discretion of the City in accordance with the Ordinance to which this Exhibit B is attached, the TIF Statute, its related rules and laws, and other generally applicable Ohio law, including but not limited to, the following:

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing, or changing of, as well as the continued maintenance of, the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks, bikeways, medians, and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto; and
- Construction, reconstruction, or installation of, as well as the continued maintenance of, public utility improvements (including any underground publicly owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems (including, but not limited to, seawall construction and reconstruction designed to protect the shoreline of the Project Site), and all other appurtenances thereto; and
- Construction, reconstruction, or installation of publicly owned gas, electric, and communication service facilities, and all other appurtenances thereto; and
- Construction or reconstruction of one or more public parks, including grading, trees and other park plantings, park accessories and related improvements, and all other appurtenances thereto; and
- Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, and all other appurtenances thereto; and
- Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto; and
- Demolition and excavation, including demolition and excavation on private property when determined to be necessary for economic development purposes; and
- Acquisition of real estate or interests in real estate (including easements) necessary to accomplish the foregoing improvements; and
- Any on-going administrative expenses relating to the Public Infrastructure Improvements as well as maintaining the Service Payments in the ConAgra Incentive District TIF Fund, including but not limited to, engineering, architectural, legal, and other consulting and professional services; and
- All inspection fees and other governmental fees related to the foregoing; and

- Any and all other costs of the Public Infrastructure Improvements, as determined by the City in its sole discretion and in accordance with the Ordinance to which this Exhibit B is attached, the TIF Statute, its related rules and laws, and other generally applicable Ohio law.

The Public Infrastructure Improvements specifically include the costs of financing the Public Infrastructure Improvements, including the items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements. “Costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on any bonds or other obligations issued to finance the Public Infrastructure Improvements (including fees and administrative expenses of, and fund reserve funds necessary to pay or service any bonds or other obligations) (the “Debt Service”), all as determined by the City in its sole discretion and in accordance with the Ordinance to which this Exhibit B is attached, the TIF Statute, its related rules and laws, and other generally applicable Ohio law.



**TO:** Mayor Tapp and City Council  
**FROM:** Todd Schrader  
**RE:** Ordinance No. 2025-7 (**second reading**) (*submitted by Todd Schrader*)  
**DATE:** April 8, 2025

---

### **Subject Matter/Background**

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

The parcels known as Two Rivers Condominium, Phase 1 (identified as Erie County, Ohio Permanent Parcel Nos. 42-00119.001, 42-00119.002, 42-00119.018, 42-00119.006, 42-00119.019, 42-00119.014, 42-00119.003, 42-00119.020, 42-00119.012, 42-00119.009, 42-00119.017, 42-00119.010, 42-00119.011, 42-00119.007, 42-00119.015, 42-00119.005, 42-00119.013, 42-00119.016, 42-00119.004 and 42-00119.008) were zoned as R-2 PUD (One- and Two Family Residence District – Planned Unit Development) in the Two Rivers Condominium, Phase 1 development (the "Initial Project") (collectively referred to herein as (the "Phase 1 Properties") in accordance with a Consent Decree issued by the Erie County Court of Common Pleas of Erie County, Ohio on March 2, 1998 in Case No. 90-CV-366 (Edward J. Bishop, et al., Plaintiffs v. The City of Huron, et al., Defendants) (hereinafter the "Consent Decree" – a copy of which is attached to the Resolution as Exhibit "A").

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

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

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

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

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

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

Other than shortening the title of the ordinance to include only parcel numbers (addresses have been removed), 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 second 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) TO R-1 PUD (ONE-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**

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

**WHEREAS**, the City of Huron is a party to a certain lawsuit pending in The Common Pleas Court of Erie County, Ohio styled ("Edward J. Bishop, et al., plaintiffs vs. The City of Huron, 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;

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

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

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

**SECTION 2.** That this Council hereby authorizes and directs counsel for the City retained in said lawsuit and the City Manager, to approve on behalf of the City, the Consent Decree attached hereto and further authorizes the filing of same with the Common Pleas Court of Erie 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 an emergency measure, and as such, it shall take immediately effect upon its adoption.

  
Vice Mayor, Glen Ginsel

ATTEST:   
Clerk of Council

ADOPTED: FEB 9 - 1998, 1998.

COURT OF COMMON PLEAS  
ERIE COUNTY, OHIO

EDWARD J. BISHOP  
891 Beech Road  
Lakewood, Ohio 44107

Case No. 90-CV-366

and

MARLENE J. BISHOP  
891 Beech Road  
Lakewood, Ohio 44107

Plaintiffs-Appellants

and

JAMES T. MURRAY  
617 Chippewa Place  
Huron, Ohio 44839

and

SHIRLEY A. MURRAY  
617 Chippewa Place  
Huron, Ohio 44839

Intervening Plaintiffs

vs.

THE CITY OF HURON  
417 Main Street  
Huron, Ohio 44839

and

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

Defendants-Appellees

MANLEY, BURKE, LIPTON & COOK  
A LEGAL PROFESSIONAL ASSOCIATION

JOURNAL 375/27-B

MAR 03 1998

225 WEST COURT STREET  
CINCINNATI 45202-1055  
(616) 721-6225

FILED  
98 MAR -2 AM 11:28  
COURT CLERK

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:

- a. Intervening plaintiffs, James T. Murray and Shirley A. Murray on 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.

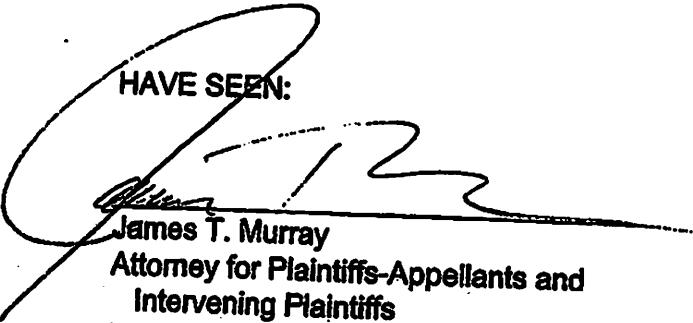
3. This order applies to the parties of this case and to any successor in title to the real estate described in Exhibit 1 or to any developer who makes application for a final site plan approval pursuant to this preliminary site plan Planned Unit Development approval.


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:

Judge

  
James T. Murray  
Attorney for Plaintiffs-Appellants and  
Intervening Plaintiffs  
Murray & Murray  
111 E. Shore Line Drive  
Sandusky, Ohio 44871-0019

  
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.

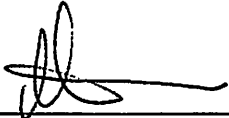
**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

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

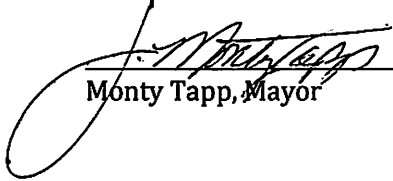
**SECTION 2.** This Council here by ratifies the prior approval of the Two Rivers Condominium, Phase I development project and related plat approval, and this Council further approves Planning Commission's recommendations for the Two Rivers Condominium Project (Phase I), and authorizes the City Manager 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.

9. 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:

By: 

Matthew D. Lasko, City Manager  
City of Huron

Date: July 12, 2023

AS TO THE Developer:

Two Rivers, L.L.C

By: 

Its: Chief Legal Officer (CEO)

Print Name: James W. Murray


Date: 7/11/2023

Tiburon Company, L.L.C.

By: 


James W. Murray, President

Date: 7/11/2023

  
James W. Murray, Individually, but limited  
to all available protections afforded by LLCs  
under Ohio laws under Section 16 of  
Agreement.

Date: 7/11/2023

AS TO FORM:

X   
TODD SCHRAIER,  
LAW DIRECTOR



JAMES W MURRAY  
3608 TURFSIDE CIR  
HURON, OH 44839

129

56-1501/412

July 11, 2023

Date

PAY

to the order of

CITY OF HURON

\$15,000.<sup>00</sup>

Fifteen thousand dollars and 00/100

Dollars



Photo  
Safe  
Deposit  
Details on back



Huntington

For

Two Rivers LLC deposit

James W. Murray, Esq.

FOR TILKINSON CO. LLC

⑆041215016⑆ 02708308251100129





OVERALL TOPOGRAPHIC AERIAL OVERLAY

DATE: AUG 2022
DRAWN BY: DBF
JOB No.: 22-230
SCALE: 1" = 80'
SHEET 7

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

**D** FREDERICK & ASSOCIATES  
ENGINEERS - SURVEYORS - PLANNERS  
4645 N. SUMMIT STREET TOLEDO, OHIO 43611  
419.340.2650 fax 419.726.1995  
DFREDERICK@FREDERICKASSOC.COM

ALL DRAWINGS  
ARE AND SHALL REMAIN  
THE PROPERTY OF D.F.  
FREDERICK & ASSOCIATES  
AND MAY NOT BE REPRODUCED  
OR USED FOR ANY OTHER  
PURPOSE WITHOUT THE WRITTEN  
CONSENT OF THE  
ENGINEER

REVISIONS	DATE
REVISION 1	8/22/22
CITY REVIEW	9/6/22
CITY REVIEW	10/9/22
REV PER CITY	6/15/23
REV PER CITY	7/5/23





#### **1129.08 MAINTENANCE.**

All signs shall be maintained in accordance with the following:

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





**TO:** Mayor Tapp and City Council  
**FROM:** Matthew Lasko  
**RE:** Ordinance No. 2025-8 **(second reading)** (*submitted by Matt Lasko*)  
**DATE:** April 8, 2025

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### 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 second reading, and amendments to the ordinance 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 its 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 second 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](#)

Huron - Proposed New Nonconforming Signs Section

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.

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

(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:

(1) 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.

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

(7) ~~The legal nonconforming sign is in the right of way.~~

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

(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.

NOTES:

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1. 1129.11(c)<sup>2</sup> should be deleted if this is adopted.

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

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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

## Huron - Proposed New Nonconforming Signs Section

(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.~~



## Huron - Proposed New Nonconforming Signs Section

(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.

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

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

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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~~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

## Huron - Proposed New Nonconforming Signs Section

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.~~

3. 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.

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

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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

## Huron - Proposed New Nonconforming Signs Section

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.

(l) 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.

#### Huron - Proposed New Nonconforming Signs Section

(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.

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

#### 1129.11 ADMINISTRATIVE PROCEDURES.

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

(a) 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.

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

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

SECTION 3. 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.

SECTION 4. 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 5. 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:** Matthew Lasko  
**RE:** Motion  
**DATE:** April 8, 2025

---

### **Recommendation**

[Rezoning Application - River Road.pdf](#)  
[PC Recommendation to CC.docx](#)

**CITY OF HURON  
APPLICATION TO RE-DISTRICT PROPERTY**

Date : \_\_\_\_\_

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Address of Property to be Rezoned:**

\_\_\_\_\_

**Parcel Number:** \_\_\_\_\_

Applicant: (Name & Address - if different from the property owner)

\_\_\_\_\_

\_\_\_\_\_

Current Zoning District of Subject Property:

R-1 ☐ R-2 ☐ R-3 ☐ B-1 ☐ B-2 ☐ B-3 ☐

I-1 ☐ I-2 ☐ Other: \_\_\_\_\_

Explain the reason that re-districting/re-zoning is being  
requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Proposed Zoning District of Subject Property:**

R-1 ☐ R-2 ☐ R-3 ☐ B-1 ☐ B-2 ☐ B-3 ☐

I-1 ☐ I-2 ☐ Other: \_\_\_\_\_

Was a re-zoning request ever submitted for this property? No \_\_\_ Yes ☐: Date \_\_\_\_\_

Is the applicant represented by legal counsel? Yes ☐ No ☐

If Yes, Counsel's Name and Address: \_\_\_\_\_

Contact Number and Email \_\_\_\_\_

The following must be attached to this application:

1. A survey and legal description of the property.
2. A map of the subject property (maximum size 11" x17")
3. A map of the subject property in relation to the adjoining properties.(max size 11" x 17")
4. A complete list of the names and current addresses of all property owners within 150' of the exterior boundaries of the subject property.
5. A PDF of the completed application packet with all the above to be submitted via email to zoning@huronohio.us
6. A \$250.00 non-refundable application fee, made payable to the City of Huron. (Section 1321.12 (c))

APPLICANT NAME( Print): \_\_\_\_\_

APPLICANT SIGNATURE: \_\_\_\_\_

PROPERTY OWNER NAME (Print): \_\_\_\_\_

PROPERTY OWNER SIGNATURE: \_\_\_\_\_

(Required)

---

**DO NOT WRITE BELOW THIS LINE**

\*\*\*\*\*

Date Completed Application Received: \_\_\_\_\_

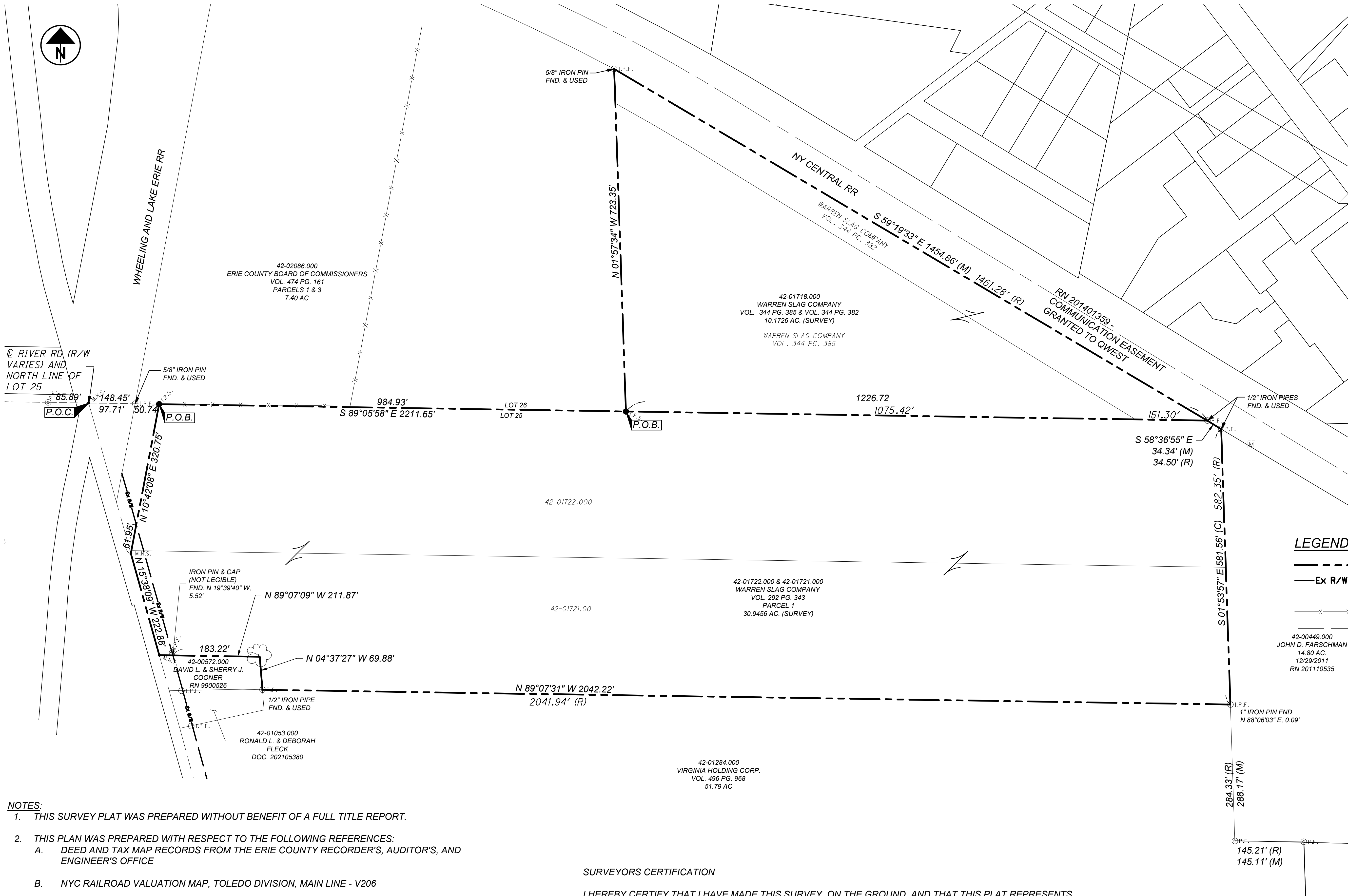
Zoning Department Representative: \_\_\_\_\_

Date to Planning Commission: \_\_\_\_\_

# BOUNDARY SURVEY PREPARED FOR THE CITY OF HURON

SITUATED IN THE CITY OF HURON, COUNTY OF ERIE, STATE OF OHIO, AND  
BEING A PART OF ORIGINAL LOT 25 & 26 SECTION 1 OF HURON TOWNSHIP

INTENT:  
THIS PLAT IS A GRAPHIC REPRESENTATION  
OF LEGAL DESCRIPTION. NO LOT SPLIT,  
CONSOLIDATION, OR TRANSFER OF REAL  
ESTATE IS INTENDED BY THIS PLAT.



## SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE THIS SURVEY, ON THE GROUND, AND THAT THIS PLAT REPRESENTS GRAPHICALLY, IN SO FAR AS IS POSSIBLE, THE RESULTS OF SAID SURVEY. MADE IN ACCORDANCE WITH PROVISIONS OF ARTICLE 4733-37 OF THE OHIO ADMINISTRATIVE CODE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

BRANDEN V. BATTIG PS 8708

DATE

## NOTES:

- THIS SURVEY PLAT WAS PREPARED WITHOUT BENEFIT OF A FULL TITLE REPORT.
- THIS PLAN WAS PREPARED WITH RESPECT TO THE FOLLOWING REFERENCES:
  - DEED AND TAX MAP RECORDS FROM THE ERIE COUNTY RECORDER'S, AUDITOR'S, AND ENGINEER'S OFFICE
  - NYC RAILROAD VALUATION MAP, TOLEDO DIVISION, MAIN LINE - V206
- PLANIMETRIC INFORMATION SHOWN IS BASED ON A FIELD SURVEY PERFORMED BY OHM ADVISORS DURING DECEMBER 2022.
- MERIDAN IS REFERENCED TO THE OHIO PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 (2011) PER GPS OBSERVATIONS IN DECEMBER 2022.
- THIS PLAN IS NOT VALID UNLESS STAMPED WITH THE SEAL OF THE UNDERSIGNED PROFESSIONAL.

0 100' 200'  
SCALE: 1"=100'



ARCHITECTS ENGINEERS PLANNERS

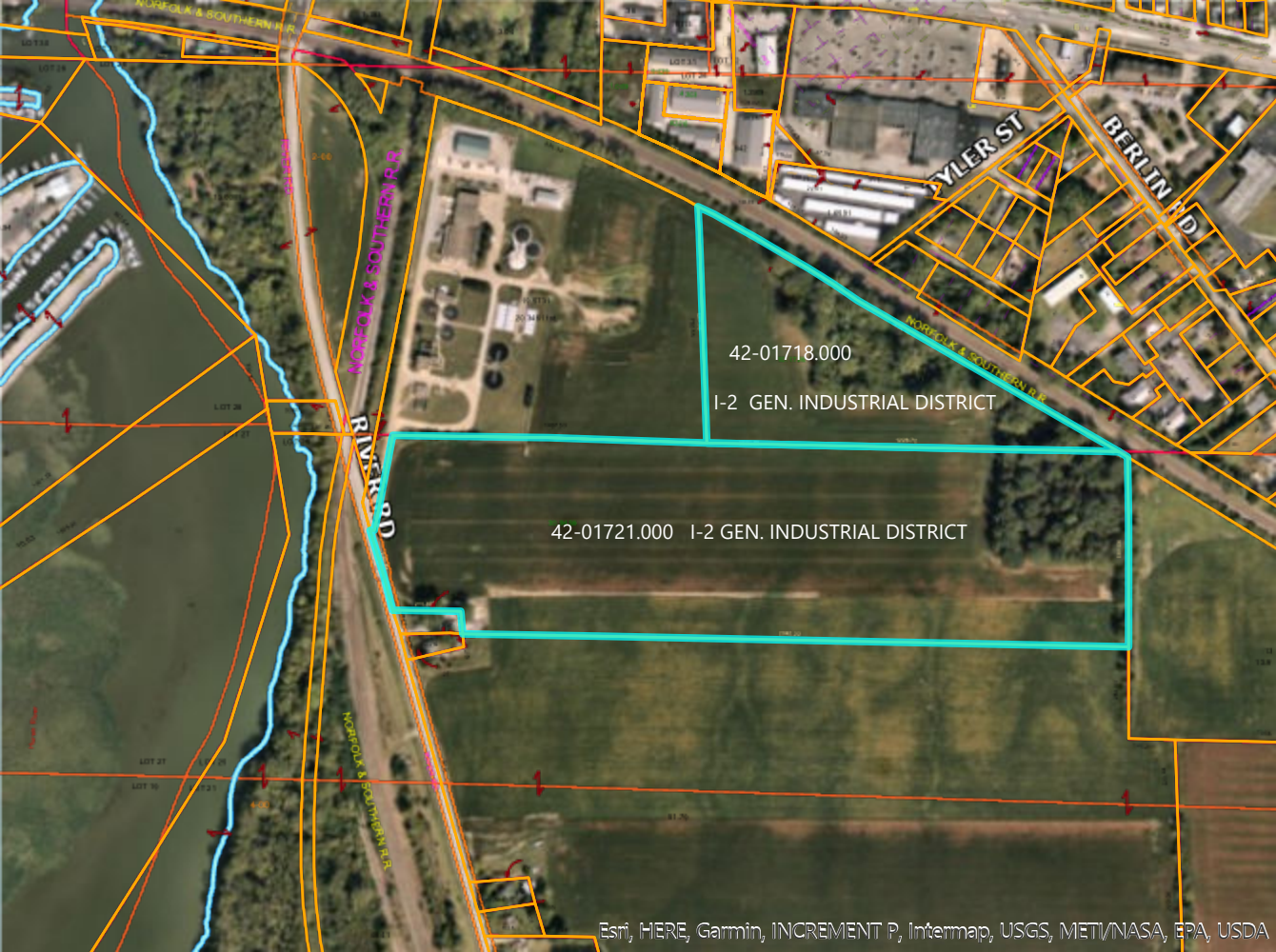
388 S. MAIN STREET SUITE 301  
AKRON, OH 44311  
330.913.1080

OHM-ADVISORS.COM

1  
OF 1

DRAWING PATH: P:\2020-2023\2022\18\_MJE\_-\_Branden\_V\_Battig\Boundary\CityofHuron\2022\18\_BROU.dwg Feb 07, 2023, 11:10am





42-01718.000

I-2 GEN. INDUSTRIAL DISTRICT

42-01721.000 I-2 GEN. INDUSTRIAL DISTRICT



TO: Mayor Tapp and Members of City Council  
FROM: Christine Gibboney, Planning & Zoning Manager  
RE: PC Recommendation: Rezoning Application – River Road Vacant Parcels from I-2 to R-1  
DATE: March 27, 2025

---

Current Zoning District: I-2- General Industrial

Parcel No's.: 42-01718.000 & 42-01721.000

Existing Land Use: Vacant land, approximately 41 acres

Traffic Considerations : River Road

Owner: City of Huron

The Planning Commission held a Public Hearing on March 26, 2025, to review and make recommendation on the City's application for the rezoning of two city-owned parcels on River Road (42-01718.00 & 42-01721.000) from the current I-2 General Industrial District to R-1 One Family Residence District.

The Planning Commission made a motion to recommend the approval of the rezoning application, as submitted, to City Council. Motion passed by a 4-0 vote.

The recommendation is properly before City Council for legislative action pursuant to the process outlined in Sections 1139.06 (b) (4) (5).



**TO:** Mayor Tapp and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No.28-2025 (*submitted by Matt Lasko*)  
**DATE:** April 8, 2025

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### **Subject Matter/Background**

This resolution supports the efforts of Erie County to secure Community Housing Impact and Preservation (CHIP) Program funding from the state of Ohio in a joint effort including the County, City of Vermilion, City of Sandusky and City of Huron. The County is applying for \$1,250,000, with \$300,000 being dedicated to the City of Huron. The CHIP program was established by the State to provide funding to local agencies to assist with remediation rehabilitation or provision of safe and affordable housing for low and moderate income citizens. CHIP program funds have specified targeted uses, which include rehabilitation of both single family and multi-family residential structures. If awarded, this would provide low and moderate income homeowners with access to funds to assist with remediation of property maintenance code violations.

### **Financial Review**

In the event Erie County is successful in its grant application, the City would have access to \$300,000 for reinvestment into housing rehabilitation. Any awards would ultimately come to Council in the form as budget amendments. Ultimately, this program's objective is to reduce blight, increase property conditions and increase the City's property valuation through rehabilitation.

### **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. 28-2025 is in order.

[Resolution No. 28-2025 Erie County CHIP Agreement \\$300,000.docx](#)

[Resolution No. 28-2025 Exh A CHIP Partnership Agreement \\$300,000.pdf](#)

RESOLUTION NO. 28-2025  
Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNITY HOUSING IMPACT AND PRESERVATION PARTNERSHIP (CHIP) AGREEMENT BETWEEN THE CITY OF HURON, ERIE COUNTY, THE CITY OF SANDUSKY, AND THE CITY OF VERMILION IN SUPPORT OF AN APPLICATION TO THE STATE OF OHIO FOR CHIP PROGRAM FUNDING

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

SECTION 1: That the City Manager is authorized and directed to execute a Partnership Agreement between the City of Huron, Erie County, the City of Sandusky and the City of Vermilion to support the application to be submitted by Erie County on behalf of the partners in efforts to secure CHIP program funding, specifically for the inclusion of potential funding in the amount of \$300,000.00 for the City of Huron, substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

ADOPTED:

\_\_\_\_\_



## **Community Housing Impact and Preservation Partnership Agreement**

**between**

**Erie County, City of Sandusky, City of Huron and City of Vermillion**

**WHEREAS**, Erie County, City of Sandusky, City of Huron and City of Vermillion (Partners) wish to address various housing needs of low and moderate income residents of the county and cities; and

**WHEREAS**, the State of Ohio, Development Services Agency, Office of Community Enhancements (OCE) provides financial assistance to local governments under its Program Year 2025 Community Housing Impact & Preservation (CHIP) program for the purpose of addressing local housing needs; and

**WHEREAS**, the Partners are eligible to apply for CHIP funds from the State of Ohio;

**WHEREAS**, OCE encourages local CHIP eligible communities to request funds as partners in one application; and the Partners desire to file a combined application under the CHIP Program to receive financial assistance to address needs, prioritized by the local Housing Advisory Committee;

**NOW, THEREFORE, the Partners hereby agree** to the following terms of this Partnership Agreement (Agreement):

1. Erie County has agreed to serve as the single applicant for funds and subsequent Grantee responsible for administering the CHIP grant, if funded.
2. Erie County is responsible for submitting the CHIP grant application in cooperation with the City of Sandusky, City of Huron and City of Vermillion, including procuring an administrator who shall conduct the detailed tasks of the planning process.
3. Erie County agrees to implement the PY2025 CHIP, if funded, in compliance with Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Ohio Housing Trust Fund (OHTF) requirements, the State of Ohio Consolidated Plan, the CHIP program guidelines, and this Agreement.
4. This Agreement applies to any funds awarded from the State of Ohio PY2025 CHIP program. This Agreement remains in effect until the CHIP funds are expended and the funded activities completed and closed out. The Partners cannot terminate or withdraw from this Agreement while it remains in effect.
5. The Partners acknowledge the maximum CHIP fund request is \$1,250,000, as follows:
  - Erie County: \$300,000
  - City of Sandusky: \$350,000\*
  - City of Huron: \$300,000
  - City of Vermillion: \$300,000

\* City of Sandusky is HOME funds only, not eligible for CDBG or OHTF funds

6. The partners understand and acknowledge that these goals do not represent a commitment of guaranteed program funds to partners.
7. The Partners mutually agree to comply with all current Office of Community Development Programs Program Policy Notices.
8. Partners understand the amount of funds awarded to any or all jurisdictions may be less than the request.
9. The Partners agree that once the funding request and activities are determined based on the HAC recommendations, they will sign a Partnership agreement attachment. This document will be made a part of this agreement at that time.
10. The Partners approve the grantee to direct the administrator to commit activity funds, proportional to the jurisdictional totals in #5, and to adjust proportionally relative to the percentage allocated of the grant award.
11. This Agreement does not contain a veto provision or other restriction that would allow any party to obstruct the implementation of the CHIP, during the PY2025 CHIP grant period.
12. The Partners agree to provide information to the Grantee for reporting purposes.
13. All program and financial records will be retained by the Grantee after the financial closeout is complete.
14. The partners agree to adopt the Erie County CHIP Policy and Procedures Manual and shall apply these policies to any activities conducted under the PY2025 CHIP.
15. Each partner with uncommitted balances of housing program income funds will make a separate written commitment of those funds.
16. The Partners agree any mortgages expected to generate program income will be prepared by each jurisdiction as follows: The lien-holder shall be determined by the location of the property assisted: the City of Sandusky shall be the lien-holder for properties situated within Sandusky City limits; the County shall be the lien-holder for all other properties, including those located in Huron and Vermillion City limits. Program income will be received by the lien-holder. Reporting and expenditure of any such program income shall become the responsibility of the jurisdiction holding the lien.
17. Per OCD Policy 15-04 the Grant Administrator will expend program income within the jurisdictions prior to grant funds when available, until the dates listed in #19.
18. If program income remains on the dates in #19, expenditure will follow the selection criteria and schedule as outlined in #19.
19. Partners agree to the following selection criteria, for funded activities:
  - Home Repair applications will be first-come, first-serve within each Partner's jurisdiction first, and then, if funding remains on July 31, 2027, within the grant service area.
  - Rehabilitation applications will be ranked according to the Erie County Policy and Procedure Manual, which state each Partner's jurisdiction first and then, if funds remain uncommitted on April 30, 2027, within the grant service area.
  - Tenant Based Rental Assistance (TBRA) applications will comply with the local housing authority selection process.
20. The Partners agree to the following finance mechanism, for funded activities:

- Owner-occupied home repair will be provided as a grant.
- TBRA will be provided as a grant.
- Owner-occupied rehabilitation will be provided as a five-year deferred/declining, forgivable loan.
- Rental rehabilitation will be provided as a loan, 100% forgivable after the affordability period (see OCD policy Notice 21-02), with owners providing up to 50% match on hard costs.
- Rental repair will be provided as a loan, 100% deferred/declining (50% annually), two-year term, forgivable loan, with owners providing up to 50% match on hard costs.

21. The Partners agree the following table represents the responsibilities of partner tasks to be undertaken by one or more partners directly, through cooperation, or by contract:

<b>Task</b> <b>X=primary role</b> <b>Y=support/cooperate</b>	<b>Erie County</b>	<b>City of Sandusky</b>	<b>City of Huron</b>	<b>City of Vermillion</b>	<b>Administrator</b>
Procure Administrator	X	Y	Y	Y	
Convene HAC	X	Y	Y	Y	X
Designate OCEAN Program roles	X				
Sign/authorize application submission	X				
Manage grant fund administration	X				X
Provide on-going oversight of administrator as detailed in administrative contract	X				
Receive and manage program income	X	X			Y
Pay contractors/vendors	X				Y
Prepare/file reports	X				X
Retain all grant records for auditing/ monitoring	X				Y

**IN WITNESS WHEREOF**, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2025 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #\_\_\_\_\_ and dated \_\_\_\_\_, 2025.

**GRANTEE:**

Erie County Commissioners  
2900 Columbus Ave.  
Third Floor  
Sandusky, OH 44870

Name: \_\_\_\_\_  
Hank S. Solowiej, County Administrator

Date: \_\_\_\_\_

Witness to Grantee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved to Form:**

Name: \_\_\_\_\_  
Erie County Prosecutor

Date: \_\_\_\_\_

**Legal Form and Sufficiency**

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2025 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #\_\_\_\_\_ and dated \_\_\_\_\_, 2025.

**PARTNER:**

City of Sandusky  
240 Columbus Ave.  
Sandusky, OH 44870

Name: \_\_\_\_\_  
John Orzech, City Manager

Date: \_\_\_\_\_

Witness to Partner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved to Form:**

Name: \_\_\_\_\_  
City of Sandusky Law Director

Date: \_\_\_\_\_

**Legal Form and Sufficiency**

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2025 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #\_\_\_\_\_ and dated \_\_\_\_\_, 2025.

**PARTNER:**

City of Huron  
417 Main Street  
Huron, OH 44839

Name: \_\_\_\_\_  
Matt Lasko, City Manager

Date: \_\_\_\_\_

Witness to Partner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved to Form:**

Name: \_\_\_\_\_  
City of Huron Law Director

Date: \_\_\_\_\_

**Legal Form and Sufficiency**

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.



**IN WITNESS WHEREOF**, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2025 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #\_\_\_\_\_ and dated \_\_\_\_\_, 2025.

**PARTNER:**

City of Vermillion  
5511 Liberty Ave  
Vermillion, OH 44089

Name: \_\_\_\_\_  
Jim Forthofer, Mayor

Date: \_\_\_\_\_

Witness to Partner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved to Form:**

Name: \_\_\_\_\_  
City of Vermillion Law Director

Date: \_\_\_\_\_

**Legal Form and Sufficiency**

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 29-2025 (*submitted by Stuart Hamilton*)  
**DATE:** April 8, 2025

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### **Subject Matter/Background**

One of two long awaited projects are finally ready to award. This project will add sidewalks to the south side of Rt 6 (Cleveland Road) from Lincoln Ave to Eagle Crest, A high visibility crossing at Anchorage, along with associated drainage and storm work. This project is a partnership between the City and Huron Township, which luckily, we managed to fund via ODOT Safety dollars. As always, we are very appreciative of our funding partners.

A copy of the LPA Federal Local - Let Project Agreement is attached hereto as Exhibit 1.

The three bids received were:

RMH Concrete & Foundations - \$367,352.45  
Smith Paving & Excavating, Inc. - \$418,542.75  
D.L. Smith Concrete, LLC - \$658,151.50

### **Financial Review**

This project was funded with ODOT Safety dollars (with a 10% local match) and ERPC MPO grant funds (with a 25% local match). This local match was correctly budgeted out of the Capital Fund.

### **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. 29-2025 on its first reading is in order.

[Resolution No. 29-2025 Exh 1 LPA Agreement.pdf](#)

[Resolution No. 29-2025 Bid Award RHM Concrete Cleveland Rd E Sidewalk Extension \\$367,352.45.docx](#)

[Resolution No. 29-2025 Exh A OHM Bid Summary Letter.pdf](#)

CFDA 20.205

## LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the CITY OF HURON, 417 MAIN STREET, HURON, OHIO 44839 hereinafter referred to as the LPA

### 1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **extension of sidewalk from Lincoln Ave to Heron Drive and the upgrading and installation of pedestrian traffic control measures** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

### 2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
  - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
  - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
  - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
  - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
  - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- 2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization, for Construction, until the Form has been completed and approved. Failure to submit a completed Form will result in the Project reverting to ODOT-let

and the LPA will be prohibited from participating in the Local-let Program, until the Form is completed and approved by the Department.

### 3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 769,736 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$ 120,413 in (CRRSAA) and \$650,000 (Safety) in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

### 4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: [ODOT's Office of Local Programs](#)
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC Sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT)
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

### 5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance

responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criterion with Ohio EPA approval.

## 6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to

perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with Sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

## 7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials.



ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.
- 8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall

bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC Sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:

City of Huron
417 Main Street
Huron, Ohio 44839

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 LPA's exercising their option to retain funds, must do so in strict accordance with the rules outlined in sections [153.12](#) and [153.14](#) of the Ohio Revised Code, and pursuant to 49 CFR 26.29(b)(3). LPAs shall also monitor the return of retainage and may only withhold retainage by selecting one of three specified methods outlined in 49 CFR 26.29(b)(3).
- 8.14 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the project, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC Section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

## **GOOD FAITH EFFORTS**

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its Good Faith Effort(s) (GFEs) by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise  
The Ohio Department of Transportation  
1980 West Broad Street, Mail Stop 3270  
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation  
Division of Chief Legal Counsel  
1980 West Broad Street, Mail Stop 1500  
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or

- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
  - (1) annual DBE participation over DBE goals;
  - (2) annual DBE participation on projects without goals;
  - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
  - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.



- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

## 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

## 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be

remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

### 13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

<b>Matt Lasko, City Manager</b>	<b>Steven Shepherd</b>
<b>City of Huron</b>	<b>ODOT D3 Local Programs</b>
<b>417 Main Street</b>	<b>906 Clark Ave</b>
<b>Huron, Ohio 44839</b>	<b>Ashland, OH 44805</b>
Matt.lasko@huronohio.us	<a href="mailto:Steve.Shepherd@dot.ohio.gov">Steve.Shepherd@dot.ohio.gov</a>

15. GENERAL PROVISIONS

- 15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*



**1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system<sup>1</sup>, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

<sup>1</sup> A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

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**2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>2</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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**3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>3</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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**4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.<sup>4</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe

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2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with Section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.


The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded

by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

- 15.13 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 **Facsimile Signatures:** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: CITY OF HUBER	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By: 	By: 
Title: CITY MANAGER.	Jack Marchbanks Director
Date: 8/23/23	Date: August 24, 2023



**Attachment 1**

**PROJECT BUDGET – SOURCES AND USES OF FUNDS**

SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
USES	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS	\$ 60,800.00	100	LNTP							\$ 60,800.00
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$ 15,000.00	100	LNTP							\$ 15,000.00
PROJECT CONSTRUCTION COSTS				\$ 120,413.00	100	C227				\$ 120,413.00
PROJECT CONSTRUCTION COSTS				\$ 459,470.70	90	4HJ7	\$ 51,052.30	10	4BC7	\$ 510,523.00
INSPECTION	\$ 63,000.00	100	LNTP							\$ 63,000.00
TOTALS	\$ 138,800.00			\$ 579,883.70			\$ 51,052.30			\$ 769,736.00

## Attachment 2

ERI-6-18.88 SIDEWALK  
COUNTY-ROUTE-SECTION

117240  
PID NUMBER

39204  
AGREEMENT NUMBER

08-314-2222  
DUNS NUMBER

### DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

VENDOR Name:	<u>Company Name</u>
Oaks Vendor ID:	<u>000000000</u>
Mailing Address:	<u>Street Address</u>
	<u>(Company City, State Zip)</u>
LPA signature:	

LPA Name:	<u>LPA Name</u>
Oaks Vendor ID:	<u>000000000</u>
Mailing Address:	<u>LPA Address</u>
	<u>LPA City, State Zip</u>
ODOT Approval signature:	

RESOLUTION NO. 29-2025

Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND ENTER INTO AN AGREEMENT WITH RMH CONCRETE & FOUNDATIONS FOR CONSTRUCTION SERVICES RELATING TO THE CLEVELAND ROAD EAST SIDEWALK EXTENSION PROJECT (ERI-6-18.88 SIDEWALK, PID 117240) IN THE AMOUNT OF THREE HUNDRED SIXTY-SEVEN THOUSAND THREE HUNDRED FIFTY-TWO AND 45/100 DOLLARS (\$367,352.45).

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to award the bid and enter into an agreement with RMH Concrete & Foundations for construction services relating to the Cleveland Road East Sidewalk Extension Project in the amount of Three Hundred Sixty-Seven Thousand Three Hundred Fifty-Two and 45/100 Dollars (\$367,352.45) , which agreement shall be on file in the office of the Clerk of Council.

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

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

---

Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_



March 26, 2025

City of Huron  
Stuart Hamilton, Service Director  
417 Main Street  
Huron, OH 44839

ERI-6-18.88 Sidewalk, PID No. 117240

City of Huron

**Bid Summary**

The following is a summary of bids received for the above-referenced project:

**Engineer's Estimate**

The Engineer's Official Estimate of Probable Cost for this Project is \$629,185.00.

**Bids Received**

The Engineer (OHM Advisors) has reviewed all bids and hereby provides the following list of Bidders and bid prices:

<b>Bidder</b>	<b>Base Bid</b>
1. *RMH Concrete & Foundations	\$367,352.45
2. **Smith Paving & Excavating, Inc.	\$418,542.75
3. D.L. Smith Concrete, LLC	\$658,151.50

**Bid Tab Calculation Notes**

\*\*Smith Paving & Excavating, Inc. had the following mathematical errors:

- For REF. NO. 5:
  - The submitted Bid Item Total listed is \$142,571.25. The corrected Bid Item Total is \$144,021.25.
- The submitted Bid Total is \$417,092.75. The corrected Bid Total is \$418,542.75.

**Bid Packet Review Notes**

\*RMH Concrete & Foundations submitted bid package included the pages below but were not completed:

- Page 50 – "Supplemental Bond Acknowledgement"
  - Page 51 – "Bidder's Insurance Agent's Affidavit"
    - There was a certificate of insurance included in the bid package for the above referenced project, listing the City of Huron as additional insured
- Both forms were delivered to the City on March 21, 2025, and were scanned to OHM.*
- Page 65 – "Bid Certification & Signature Page"
    - Missing the Base Bid Amount



### **Consideration of Proposal Errors and/or Omissions**

In accordance with ODOT PN100 CMS 2023, Section 103.01 of the bid documents, the City (LPA) has the authority to waive bid technicalities. It is the Engineer's opinion that RMH's informality as described in the previous section, does not adversely affect the bid results, the anticipated work performance by the contractor, or the contractual agreement.

### **Bid Summary**

Upon review of references, equipment, materials, suppliers, subcontractors, and all documents submitted as required by the bid documents, the following is a summary of contractors eligible for award of the contract. In accordance with Section 103.02 of the bid documents, the Owner may select the lowest responsive and responsible bidder:

✓ RMH Concrete & Foundations	\$367,352.45
✓ Smith Paving & Excavating, Inc.	\$418,542.75
✓ D.L. Smith Concrete, LLC	\$658,151.50

### **ODOT DBE Acceptance and Final Award**

The project is administered in partnership with the Ohio Department of Transportation (ODOT) and has a Disadvantage Business Enterprise (DBE) goal of 6% (six percent). ODOT has accepted the DBE Affirmation of the low bidder, RMH Concrete. Should the City choose not to award to RMH Concrete, then the selected bidder will need DBE Affirmation ODOT acceptance. It is assumed that the City will select the following contractor based on price consideration and acceptable bid submittal:

✓ <b>RMH Concrete &amp; Foundations</b>	<b>\$367,352.45</b>
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Should you have any questions or require additional documentation, please let me know.

Sincerely,  
OHM Advisors

Chad M. Lewis, PE  
Project Manager

Encl.: 117240 ODOT DBE Affirmation Approval

## Chad Lewis

---

**From:** Stuart Hamilton <stuart.hamilton@huronohio.us>  
**Sent:** Tuesday, March 25, 2025 9:34 AM  
**To:** Chad Lewis  
**Subject:** FW: Approval of DBE Affirmation for PID 117240

**This Message originated outside your organization.**

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**From:** Jason.Sneed@dot.ohio.gov <Jason.Sneed@dot.ohio.gov>  
**Sent:** Tuesday, March 25, 2025 8:43 AM  
**To:** 'srospert31@gmail.com' <srospert31@gmail.com>  
**Cc:** Stuart Hamilton <stuart.hamilton@huronohio.us>; DOT.ContractsLettingMgr@dot.ohio.gov;  
David.Walker@dot.ohio.gov; Jeffrey.Shaner@dot.ohio.gov; Kyezer.Jarvi@dot.ohio.gov; Steve.Shepherd@dot.ohio.gov;  
errol.scholtz@dot.ohio.gov; Jeff.Rogers@dot.ohio.gov; Ryan.Athy@dot.ohio.gov  
**Subject:** Approval of DBE Affirmation for PID 117240

R M H Concrete & Foundations and City Of Huron,

The following DBE Plan for the project PID #117240 is acceptable as follows:

	Project Details
LPA:	<b>City of Huron</b>
Prime Contractor:	<b>R M H Concrete &amp; Foundations</b>
PID:	117240
Letting Date:	03/20/2025
Bid Amount:	\$367,352.45
DBE Goal Percentage:	6.00 %
Required DBE Participation Amount:	\$22,041.15

DBE 1:	<b>Garcia Surveyors, Inc</b>
Work to be Performed:	Layout Stakes
NAICS Code:	541370 - Surveying And Mapping (Except Geophysical) Services
Toward the Goal:	\$3,455.00
Not toward the Goal:	\$0.00
Total Agreement Amount:	\$3,455.00
DBE Subcontracting:	NO

DBE 2:	<b>Cuyahoga Supply &amp; Tool Inc.</b>
Work to be Performed:	Asphalt Trucking Millings Trucking

NAICS Code:	423510 - Metal Service Centers And Other Metal Merchant Wholesalers - Reinforcing Steel Wholesaling 423390 - Other Construction Material Merchant Wholesalers - Construction Materials (Except Lumber, Plywood, Millwork, Wood Panels, Brick, Stone, Roofing, Siding, Electrical And Wiring Supplies, And Insulation Materials) Wholesaling
Toward the Goal:	\$3,682.54 (supply=\$6,137.56 X 60 %)
Not toward the Goal:	\$0.00
Total Agreement Amount:	\$6,137.56
DBE Subcontracting:	NO

DBE 3:	<b>RAR Contracting Co. Inc</b>
Work to be Performed:	Limestone
NAICS Code:	423320 - Brick, Stone, And Related Construction Material Merchant Wholesalers - Brick, Stone, And Related Construction Materials Wholesaling
Toward the Goal:	\$8,455.50 (supply=\$14,092.50 X 60 %)
Not toward the Goal:	\$0.00
Total Agreement Amount:	\$14,092.50
DBE Subcontracting:	NO

DBE 4:	<b>RAR Contracting Co. Inc</b>
Work to be Performed:	Hauling of Limestone
NAICS Code:	484220 - Specialized Freight (Except Used Goods) Trucking, Local - Local Dump Trucking - Other Than Asphalt
Toward the Goal:	\$5,800.00
Not toward the Goal:	\$0.00
Total Agreement Amount:	\$5,800.00
DBE Subcontracting:	NO

DBE 5:	<b>RAR Contracting Co. Inc</b>
Work to be Performed:	Onsite and Offsite
NAICS Code:	484220 - Specialized Freight (Except Used Goods) Trucking, Local - Local Dump Trucking - Other Than Asphalt
Toward the Goal:	\$1,040.00
Not toward the Goal:	\$0.00
Total Agreement Amount:	\$1,040.00
DBE Subcontracting:	NO

The DBE Goal is a percentage of the overall contract. If the project cost increases or decreases, the dollar amount of the DBE Goal will change accordingly. Before making any changes to the DBEs above, please notify the District CCO ([Kyezer.Jarvi@dot.ohio.gov](mailto:Kyezer.Jarvi@dot.ohio.gov)) and Goal Attainment ([DOT.ContractsLettingMgr@dot.ohio.gov](mailto:DOT.ContractsLettingMgr@dot.ohio.gov)).



Regarding the DBE goal, you may proceed with the contract signing. Within 30 days of the prime contract execution (or before the date the DBE sub needs to start work – whichever comes first), the prime needs to have executed sub-agreements/purchase orders for all DBEs submitted to the District CCO ([Kyezer.Jarvi@dot.ohio.gov](mailto:Kyezer.Jarvi@dot.ohio.gov)) for review and acceptance.

If you choose not to award this contract to R M H Concrete & Foundations, you must notify Goal Attainment of this action.

Considerately,  
**Jason E. Sneed**  
**Goal Attainment Coordinator**  
**Division of Small Business & External Workforce Development**  
1980 West Broad Street, Mail Stop 3270  
Columbus, Ohio 43223  
D: 614.752.4857 C: 614.309.2180  
[Jason.Sneed@dot.ohio.gov](mailto:Jason.Sneed@dot.ohio.gov)



**Department of  
Transportation**



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 30-2025 (*submitted by Stuart Hamilton*)  
**DATE:** April 8, 2025

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### **Subject Matter/Background**

One of two long awaited projects are finally ready to award. This project will add two high visibility crossings on Rt13 at Valley View and Forest Hills. This has always been a missing piece of the walkability on this end of the City. This project was funded with ODOT Safety dollar and as always, we are very appreciative of our funding partners.

A copy of the LPA Federal Local - Let Project Agreement is attached hereto as Exhibit 1.

The two bids received were:

D.L. Smith Concrete, LLC - \$92,935.00  
Smith Paving & Excavating, Inc. - \$99,936.00

### **Financial Review**

This project was funded with ODOT Safety dollars with a 10% local match. This local match was correctly budgeted out of the Capital Fund.

### **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. 30-2025 on its first reading is in order.

[Resolution No. 30-2025 Exh 1 LPA Agreement for S Main St Pedestrian Crossing.pdf](#)  
[Resolution No. 30-2025 Bid Award DL Smith Concrete Rt 13 Crosswalk Project \\$92,395 \(2\).docx](#)  
[Resolution No. 30-2025 Exh A S Main St Pedestrian Crossing OHM Bid Summary Letter.pdf](#)

CFDA 20.205

## LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and the City of Huron, 417 Main St, Huron, OH 44839.

### 1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **installation of sidewalks and crosswalk improvements at Forest Hills and Valleyview Drive along SR 13** (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

### 2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

#### A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$ 127,000 as set forth in Attachment 1. ODOT shall provide to the LPA 90 percent of the eligible costs, up to a maximum of **\$134,000** in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the improvements and construction engineering/inspection activities of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall **Choose ODOT/AASHTO or Local Standards**. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes. [ODOT's Office of Local Programs](#)

- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT).
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

## 5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

## 6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.



- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.



- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

## 8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

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

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

## 9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

## 10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within

all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
  - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

## 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

## 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement

with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.
13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS
- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.

- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

<b>Matt Lasko, City Manager</b>	<b>Steven Shepherd</b>
<b>City of Huron</b>	<b>ODOT D3 Local Programs</b>
<b>417 Main Street</b>	<b>906 Clark Ave</b>
<b>Huron, Ohio 44839</b>	<b>Ashland, OH 44805</b>
Matt.lasko@huronohio.us	<a href="mailto:Steve.Shepherd@dot.ohio.gov">Steve.Shepherd@dot.ohio.gov</a>

15. GENERAL PROVISIONS

- 15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*



**1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**

- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system<sup>1</sup>, **and**
- (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.



**2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>2</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

<sup>1</sup> A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

<sup>2</sup> [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible





**3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>3</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



**4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.<sup>4</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of \$750,000 or more in the non-Federal entity's fiscal year must have

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to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

- 3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.
- 4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

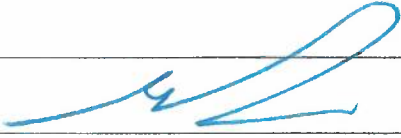
- 15.5 *Ohio Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

<b>LPA:</b>	<b>STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION</b>
By: 	By: 
Title: CITY MANAGER	Jack Marchbanks Director
Date: 5/28/24	Date: MAY 29, 2024

**Attachment 1**

**PROJECT BUDGET – SOURCES AND USES OF FUNDS**

SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
USES	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT	\$ -						\$ -			\$ -
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS	\$ 7,000.00	100	LNTP				\$ -			\$ 7,000.00
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$ -						\$ -			\$ -
PROJECT CONSTRUCTION COSTS	\$ 11,000.00	10	LNTP	\$ 99,000.00	90	4HJ7	\$ -			\$ 110,000.00
INSPECTION	\$ 10,000.00	100	LNTP				\$ -			\$ 10,000.00
TOTALS	\$ 28,000.00			\$ 99,000.00			\$ -			\$ 127,000.00

## Attachment 2

### DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

Contractor Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	

RESOLUTION NO. 30-2025

Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND ENTER INTO AN AGREEMENT WITH D.L. SMITH CONCRETE, LLC FOR CONSTRUCTION SERVICES RELATING TO THE SOUTH MAIN STREET PEDESTRIAN CROSSING PROJECT (ERI-SR0013-07.59, PID 121014) IN THE AMOUNT OF NINETY-TWO THOUSAND THREE HUNDRED NINETY-FIVE AND XX/100 DOLLARS (\$92,395.00)).

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to award the bid and enter into an agreement with D.L. Smith Concrete, LLC for construction services relating to the South Main Street Pedestrian Crossing Project in the amount of Ninety-Two Thousand Three Hundred Ninety-Five and XX/100 Dollars (\$92,395.00), which agreement shall be on file in the office of the Clerk of Council.

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

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

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Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_





March 26, 2025

City of Huron  
Stuart Hamilton, Service Director  
417 Main Street  
Huron, OH 44839

ERI-SR0013-07.59 Pedestrian Crossings, PID 121014

City of Huron

**Bid Summary**

The following is a summary of bids received for the above-referenced project:

**Engineer's Estimate**

The Engineer's Official Estimate of Probable Cost for this Project is \$96,045.00.

**Bids Received**

The Engineer (OHM Advisors) has reviewed all bids and hereby provides the following list of Bidders and bid prices:

	<b>Bidder</b>	<b>Base Bid</b>
1.	*D.L. Smith Concrete, LLC	\$92,395.00
2.	Smith Paving & Excavating, Inc.	\$99,936.00

**Bid Tab Calculation Notes**

\*D.L. Smith Concrete, LLC had the following mathematical error:

- For REF. NO. 703
  - The submitted Bid Item Total Price was listed as \$12,500. The corrected Bid Item Total Price is \$50,000.

**Bid Packet Review Notes**

\*D.L. Smith did not complete the top section of page 45 "Bidder's Signature and Ownership"; however, the document was signed.

**Consideration of Proposal Errors and/or Omissions**

In accordance with ODOT PN100 CMS 2023, Section 103.01 of the bid documents, the City (LPA) has the authority to waive bid technicalities. It is the Engineer's opinion that D.L. Smith's informality as described in the previous section, does not adversely affect the bid results, the anticipated work performance by the contractor, or the contractual agreement.



### **Bid Summary**

Upon review of references, equipment, materials, suppliers, subcontractors, and all documents submitted as required by the bid documents, the following is a summary of contractors eligible for award of the contract. In accordance with ODOT PN100 CMS 2023, Section 103.02 of the bid documents, the Owner may select the lowest competent and responsible bidder from list of contractors below:

- |                                  |             |
|----------------------------------|-------------|
| ✓ D.L. Smith Concrete, LLC       | \$92,395.00 |
| ✓ Smith Paving & Excavating, LLD | \$99,936.00 |

### **ODOT DBE Acceptance and Final Award**

The project is administered in partnership with the Ohio Department of Transportation (ODOT) and has a Disadvantage Business Enterprise (DBE) goal of 0% (zero percent). Therefore, no ODOT acceptance of the DBE Affirmation of the low bidder applies to this project. It is assumed that the City will select the following contractor based on price consideration and acceptable bid submittal:

- |                                   |                    |
|-----------------------------------|--------------------|
| ✓ <b>D.L. Smith Concrete, LLC</b> | <b>\$92,395.00</b> |
|-----------------------------------|--------------------|

Should you have any questions or require additional documentation, please let me know.

Sincerely,  
OHM Advisors

Chad M. Lewis, PE  
Project Manager



**TO:** Mayor Tapp and City Council  
**FROM:** Terri Welkener , Clerk of Council  
**RE:** Resolution No. 31-2025 (*submitted by Doug Steinwart*)  
**DATE:** April 8, 2025

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### **Subject Matter/Background**

This is the second year the City would be entering into a License Agreement with River Monster Tours LLC to provide temporary dockage and storage at the Huron Boat Basin along the Huron River. They offer guided river tours up the Huron River and use a passenger paddle cycle boat that offers a unique experience, allowing passengers to pedal upriver.

The term proposed is a 5-month agreement from May 1, 2025, through September 30, 2025, for temporary dockage and use of the marina hut, and 2025-2026 off-season use of the marine hut for storage only. There is no overnight dockage allowed, and all potential signage shall be approved by the City in advance.

Cost: Dockage on the outside wall for the term of 5 months is \$1,960 and cost to use the marina hut would be \$750 for 4 months. Use of the marina hut for storage only during the 2025-2026 offseason would be \$300.

Changes to the agreement from last year include:

- Increase of term from 4 months to 5 months
- Approval from 1 to 2 sandwich board signs and added language relating to location of signs
- Off-season use of the marina hut for storage only.

### **Financial Review**

The money received from this agreement will be put in the Huron Boat Basin Fund (Fund 210). Funds are used to offset the cost to maintain and operate the boat basin marina.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 31-2025 is in order.

[Resolution No. 31-2025 River Monster Tours LLC License Agreement \\$2,710 \(3\).docx](#)

[Resolution No. 31-2025 Exh A River Monster Tours License Agreement.pdf](#)

RESOLUTION NO. 31-2025  
Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH RIVER MONSTER TOURS LLC RELATIVE TO THEIR USE OF THE MARINA HUT AND DOCKAGE AT THE HURON BOAT BASIN FOR A FIVE-MONTH TERM, AS WELL AS OFFSEASON USE OF THE MARINA HUT, IN THE AMOUNT OF THREE THOUSAND TEN AND XX/100 DOLLARS (\$3,010.00).

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

SECTION 1: That the City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with River Monster Tours LLC to utilize the marina hut and designated dockage at the Huron Boat Basin for a five-month term and off-season use of the marina hut at a total cost of Three Thousand Ten and xx/100 Dollars (\$3,010.00), said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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**, a municipal corporation of Erie County, Ohio (hereinafter referred to as the “City”) and **River Monster Tours LLC**, a Delaware limited liability company registered to do business in the State of Ohio (hereinafter referred to as “Licensee”)(with the City and Licensee being individually referred to herein as “Party” and collectively referred to as “Parties”), is to EVIDENCE THAT:

WHEREAS Licensee seeks to a license from the City to utilize a portion of the City’s lands being a portion of the Boat Basin H-pier (“Pier”) that is approximately forty [40] feet in length and extends north from the end of the Pier to the fifth pylon on the Pier, and the hut (“Hut”) located at the end of the Pier near the entrance to the Boat Basin marina (“Marina”), which Pier and Hut are adjacent and contiguous to the Huron River as depicted on the schematics and photos attached hereto as “**Exhibit A**” and incorporated herein by reference (collectively, the “Property”) for the purposes of permitting Licensee to load, unload, and launch boat tours of the Huron River; and

WHEREAS the City is amenable to permitting Licensee to use the Property pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **TERM.** For the purposes of this Agreement, Licensee’s use of the Property for boat tours shall only be permitted seven days a week during the 2025 boating season, which shall commence on May 1, 2025 and end on September 30, 2025 (“2025 Boating Season”), and Licensee shall be permitted to use only the Hut for storage during the 2025-2026 off season, which shall commence on October 1, 2025 and end on April 30, 2026 (“2025-2026 Off Season”) under the terms and conditions set forth herein. **The term of this Agreement shall only be for the 2025 Boating Season and for the 2025-2026 Off Season as referenced in the previous sentence (the “Term”).** This Agreement may be terminated at any time during the Term by either Party upon service via email, certified mail, or recognized overnight courier to the other. Upon termination of this Agreement by the City for reasons other than stated in Section 11 (in which case Licensee is liable for the full costs of the license granted under this Agreement), Licensee shall be liable only for those costs payable through the termination date.
2. **LOCATION AND USE LIMITATIONS.** The City owns the Property described in **Exhibit A** attached to this Agreement. Licensee shall ensure that the boundaries of the Property are clearly delineated and easily identifiable to the public only during the 2025 Boating Season in a manner determined by the City in advance of commencement of Licensee’s operations.
  - (a) Boats/Dockage. Licensee’s right to use the Property under this Agreement includes the right to temporarily dock boats only during the 2025 Boating Season and only on the outside (river-side) of the Pier facing away from the Marina in accordance with the terms and conditions herein. Such boats cannot be parked/docked at any time along the south wall of the Pier in the entrance to the Marina or on the inside (Marina-side) of the Pier.

(b) Signage.

- i. The City grants Licensee permission to use the following signage only during the 2025 Boating Season: two (2) movable sandwich board signs and one (1) yard sign not to exceed two feet (2') wide by eighteen inches (18") high. These signs will be removed by Licensee at the end of each day by sunset and can be set out only after sunrise each day. The first sandwich board sign must only be located on the outer (river-side) half of the Pier, near the north end of the Pier as indicated by the annotated rectangle on Appendix SN1, attached hereto and incorporated herein, and not blocking or impeding pedestrian traffic on the Pier or posing a safety hazard. The second sandwich board sign must only be located within the Property and within twenty feet (20') of the Hut and not impeding or blocking pedestrian traffic on the Pier or posing a safety hazard. The one (1) yard sign must only be located near the front of the Harbor Building, in the grassy area next to the flagpole as indicated by the annotated rectangle on Appendix SN2, attached hereto and incorporated herein.
  - ii. During the Term, the City grants the Licensee permission to keep the one (1) "Huron River Tours" rectangular sign mounted on the side of the Hut that faces north (the side with the entry door to the Hut), in the same location on the Hut where the sign was in 2024.
  - iii. During the 2025 Boating Season only, Licensee may use only one (1) sign on the Property to indicate the use of caution at the boat loading zone.
  - iv. A sign, flag, or banner including the word "Open" can be placed on the boats used by Licensee for its boat tours.
  - v. Licensee agrees that it shall not install, display, or add any signs, billboards, advertisements, or other forms of signage or marketing, including a monster statue, on, in, or around the Boat Basin premises other than the signs and usage/placement of signs specified herein. This prohibition includes, but is not limited to, any signage on buildings, fences, docks, or any other property or structure within the Boat Basin area. Any violation of this clause shall be considered a breach of this Agreement and may result in penalties, including but not limited to, termination of the Agreement and/or removal of the unauthorized signage at the Licensee's expense.
- (c) Covers/Fenders. During the 2025 Boating Season only, the City grants Licensee permission to place green covers and green fenders on the pylons within the Property to help delineate the area of Licensee's boat tour operations.
- (d) Marketing. Except as specifically authorized herein, Licensee agrees that it shall not solicit, market, advertise, offer, propose, or otherwise try to sell its services to boaters on the Huron River or boaters using the Marina.

- (e) City's Personal Property. Except as specifically authorized herein, Licensee agrees that it shall not use any of the City's personal property, including the City's picnic tables, for any purpose.
3. **PERMISSIBLE ACTIVITIES.** Licensee shall have exclusive rights to dockage only as specified herein. Overnight dockage of boats shall not be permitted. The City shall not interfere with Licensee's exclusive rights to dockage as specified herein, and Licensee acknowledges and agrees to defend, hold harmless, and indemnify the City for acts or omissions of Licensee that occur or accrue on the Property as outlined in Section 10 hereof.
4. **USE.** Licensee is granted a license to use the Property only during the 2025 Boating Season for the purposes of permitting Licensee to load, unload, and launch boat tours of the Huron River, to use the Hut during the 2025-2026 Off Season for storage, and for no other purpose without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Hours of operation for Licensee's use of the Property during the 2025 Boating Season shall be seven days a week from sunrise to sunset daily, with the exception of nights that the City has a fireworks display. On those nights when the City has a fireworks display, Licensee can use the Property up to 45 minutes past the end of such fireworks display. Licensee shall ensure all trash on or about the Property is removed by Licensee to an agreed-upon dumpster location after each boat tour of the Huron River. During the 2025-2026 Off Season, Licensee is permitted to store non-perishable materials used in its business in the Hut. Plugged in appliances or equipment stored in the Hut are prohibited to be in use during the 2025-2026 Off Season.

For Licensee's use of the Property, Licensee will obtain, in advance of such use, at Licensee's sole cost and expense, and will provide proof of same to City as may be requested, the following:

- (a) all necessary security-related services as determined necessary by Licensee, and the City shall not be obligated to provide any additional security beyond ordinary police and fire protection available to all citizens of the City;
- (b) all necessary site preparation and safety protections to ensure the Property is safe, suitable, and approved for the intended use;
- (c) any and all permits necessary or required by the Federal, State (including but not limited to the Ohio Department of Natural Resources and United States Coast Guard), City, and all other local authorities and any and all related agencies requiring such permitting; and
- (d) The Certificate of Insurance referenced in Section 10, below.

Other than providing access to the Property pursuant to this Agreement, the City shall be under no obligation whatsoever to provide any assistance, services, or materials to Licensee for any of Licensee's activities arising or contemplated by this Agreement.

5. **COMPLIANCE WITH LAWS.** As a specific condition of this Agreement and Licensee's use of the Property, Licensee agrees to abide by all applicable rules and regulations in the Huron Codified Ordinances, the Ohio Revised Code, and those promulgated by the United



States Coast Guard. Licensee acknowledges and accepts the restriction on the possession and consumption of beer or intoxicating liquors on the Property as identified in Huron Codified Ordinance §529.09. Licensee also agrees to abide by all Erie County Health Department and Ohio Division of Liquor Control rules and regulations, and to keep the areas of the Property in a clean and sanitary condition, free and clear of all debris. Licensee agrees to commit no waste upon the Property. Upon the conclusion of this Agreement, either through expiration or termination, regardless of reason, Licensee shall, within five (5) business days of expiration or termination of this Agreement, restore the Property in the same or improved condition as it was received by Licensee at the beginning of the Term. In accordance with existing Ordinance(s), Licensee is prohibited from the placement of any dock boxes or one or more ice chests on or about the Property without the written consent of the City in the City's sole discretion.

6. **IMPROVEMENTS.** Notwithstanding any contrary provision of this Agreement, Licensee shall be responsible to maintain, repair and replace the Hut during the Term and keep same clean, safe, and appearing neat and in solid and sound repair at all times. Any and all repairs and replacement of the Hut desired by Licensee and to be performed by Licensee shall receive the prior written consent of the City in advance. Further, at the end of the Term, Licensee shall ensure the pavement and/or grass surfaces used by Licensee in and around the Property and Boat Basin are returned to the condition they were in at the commencement of the Term, ordinary wear and tear expected.
7. **AS IS.** Unless specifically stated herein, Licensee acknowledges and agrees to accept the Property in its "AS IS, WITH ALL FAULTS," existing condition. The City makes no warranties or representations, express or implied, as to the condition of the Property.
8. **UTILITIES.** Only during the 2025 Boating Season, Licensee shall have general access to existing electric and water utilities as a benefit of this Agreement. Such utility costs shall be included in the monthly payment stated herein.
9. **COST.** The costs of the license to use the Property granted herein are set forth below for the 2025 Boating Season and the 2025-2026 Off Season, and the cost of each shall be payable in one installment no later than fourteen (14) days after the commencement of each respective season. Costs shall not be prorated within the months of each respective season. Costs shall be as follows:
  - (a) 2025 Boating Season: \$2,710.00, which amount includes \$1,960 for dockage on the Pier and \$750 for use of the Hut.
  - (b) 2025-2026 Off Season: \$300 for use of the Hut.
10. **LIABILITY.** The Licensee shall defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, damages, demands, expenses, fees, fines, liabilities, losses, penalties, judgments, and suits for bodily injury, death and all property damage (including but not limited to environmental contamination as a result of Licensee's acts or omissions or those of its contractors) asserted by the City and/or any third parties, including but not limited to actions or causes of action arising from acts, omissions, or reckless or wanton conduct directly or indirectly relating to any and all of

Licensee and Licensee's contractors' activities relating to this Agreement, with such indemnification including all costs of defense, including reasonable attorneys and expert witness fees. Licensee shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) in the aggregate (including excess liability coverage); One Million Dollars (\$1,000,000.00) for Property Damage, which policies shall name the City as an additional insured by endorsement, and shall provide a copy of the relevant Certificate of Insurance on or before Licensee's commencement of operations under this Agreement. **Notwithstanding any contrary provision on this Agreement, the City's receipt of a valid and accurate Certificate of Insurance is an express condition precedent to the City permitting use of the Property.**

11. **BREACH.** If either Party fails to perform their respective duties under this Agreement [breaching party], the non-breaching Party may give notice to the breaching Party of such failure to perform and demand performance. If the breaching Party fails to fully perform all duties required by this Agreement within five (5) days of such notice, the non-breaching Party may terminate this Agreement without waiver of any rights the non-breaching Party may have against the breaching Party for such failure to perform. Either Party may terminate this Agreement effective immediately upon giving written notice, if the other Party engages in an act for which the Party has previously received a five (5) day notice.

Notwithstanding any contrary provision of this Agreement, the City shall have the unilateral and voluntary option to revoke, terminate or modify this Agreement on forty-eight (48) hours' notice in the event that the Property becomes unavailable for use by Licensee as provided for by this Agreement or in the event of Licensee's breach of this Agreement.

12. **GENERAL TERMS.** The Parties agree that the terms and conditions set forth herein are severable and separate, and the unenforceability of any specific covenant or condition shall not result in the unenforceability of the rest of the Agreement. The covenants and conditions of this Agreement shall be construed as a contract independent of any other provision. The terms of this Agreement are non-transferable or assignable under any conditions. This Agreement represents the entire Agreement and understanding between the City and Licensee with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings, whether written, oral, or implied between the Parties and with respect to the subject matter contained herein.
13. **CONDITION.** This Agreement and the obligation of the Parties hereunder is expressly conditioned upon the approval of the Huron City Council.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF** the Parties have hereunto set their hands as of the date(s) set forth below.

City of Huron

River Monster Tours LLC

By: \_\_\_\_\_

Matthew Lasko, City Manager

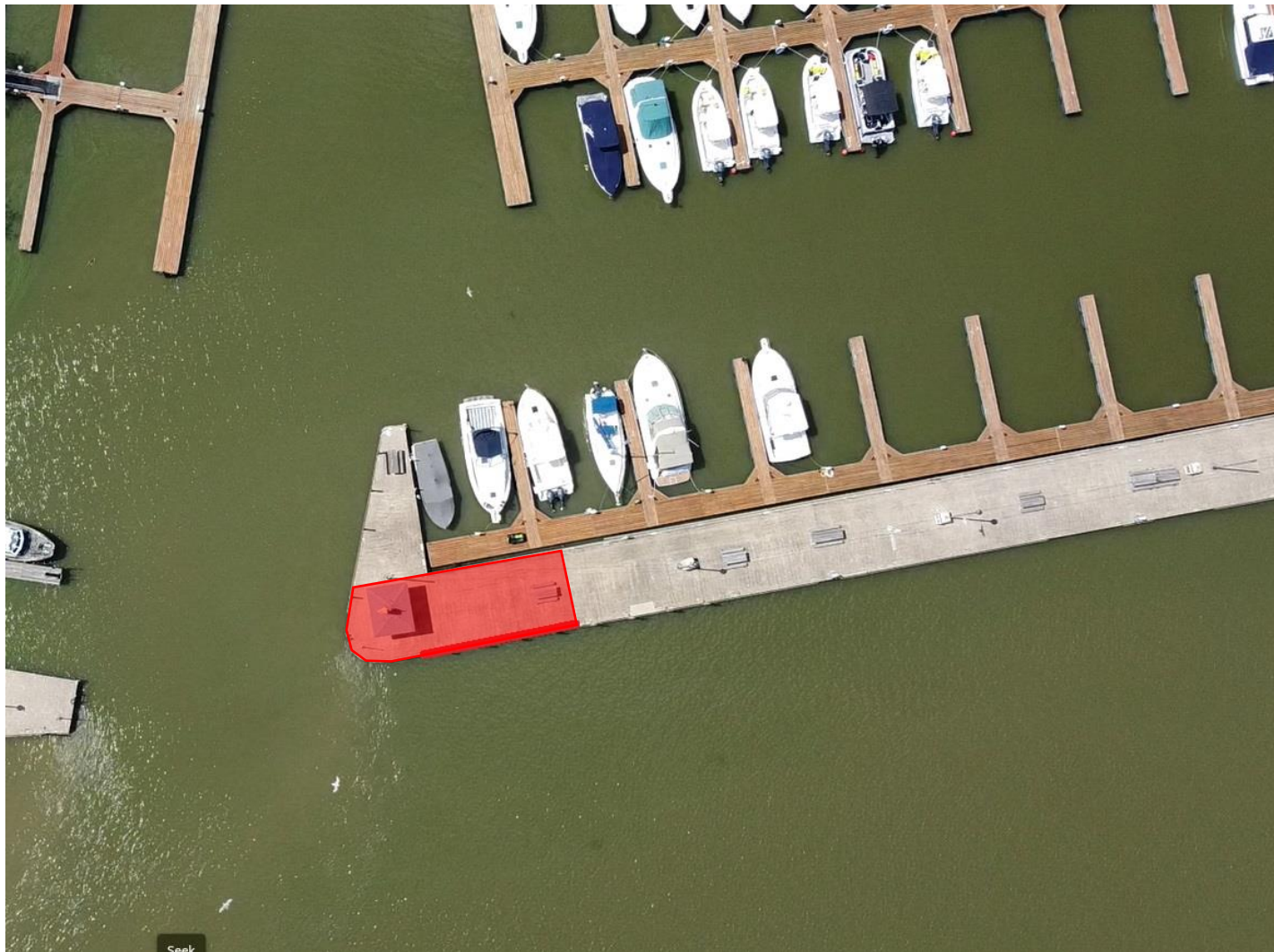
Its: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit “A”**





SN1





SN2





**TO:** Mayor Tapp and City Council  
**FROM:** Doug Steinwart , Operations Manager  
**RE:** Resolution No. 32-2025 (*submitted by Doug Steinwart*)  
**DATE:** April 8, 2025

---

### **Subject Matter/Background**

This summary relates to both Resolution No. 32-2025 and Resolution No. 332-2025:

#### **Resolution No. 32-2025**

In order to be eligible to participate in the Erie MetroParks 2025 Local Park Capital Improvement Grant Program City Council must adopt a "Resolution of Cooperation" with their organization. This resolution must be signed by three members of Council, one of whom must be the Mayor.

#### **Resolution No. 33-2025**

This resolution requests authorization of Council to submit an Application to the Erie MetroParks 2025 Local Park Capital Improvement Grant Program in a total amount of \$4,368.00. Funding for this Local Capital Improvement Grant Program has been provided by the Erie MetroParks Board of Park Commissioners as a component to the Park District's property tax levy. These are reimbursement grants that will be distributed after the project is completed. Municipalities are allowed to make application for one project not to exceed \$10,000.

The Parks & Recreation Department would use funds awarded on this initial application for replacement of a previously placed Access Mat System that enables beachgoers a safe, stable, obstacle-free means of accessing the beach and water's edge. The project includes installation of two (2) sections of a 5'x50' recycled polyester rollout mat (AccessMat by Access Rec, LLC) to promote and encourage ABA/ADA access to the beach for special event and valuable family time on the beach.

The beach access mat is a durable, maintenance-free, visible pathway for baby strollers, wheelchairs and beach carts to allow beachgoers safe, easy and free travel across the soft sand beach. The mat is securely anchored and is specifically developed for pedestrian traffic. AccessMat is an American-made and environmentally friendly product that will add to the functionality of the park.

Nickel Plate Beach has experienced record breaking sales of daily tickets and seasonal passes over the past five (5) years. In addition to the original Beach Access Mat placed in 2017, Nickel Plate Beach also offers handicapped accessible picnic areas and restroom facilities.

#### **Financial Review**

These resolutions allow the City to apply to the Erie Metroparks 2025 Local Park Capital Improvement Grant. If awarded, the grant award will be reimbursed from the Erie Metroparks following payment of the project cost. There is no local match; therefore, the City is not expected to use any City funds to pay for the project.

#### **Legal Review**



The matter has been reviewed, follows normal administrative procedure an

**Recommendation**

If Council is in agreement with the request, motions adopting Resolution Nos. 32-2025 and 33-2025 are in order.

[Resolution No. 32-2025 Erie Metroparks Local Park Cap Imp Grant Res of Cooperation.doc](#)

ERIE METROPARKS  
2025 LOCAL PARK CAPITAL IMPROVEMENT GRANT PROGRAM  
RESOLUTION NO. 32-2025  
CITY OF HURON  
Introduced by Matt Grieves

A RESOLUTION AGREEING TO COOPERATE WITH THE ERIE METROPARKS FOR THE PURPOSE OF PROVIDING OUTDOOR RECREATION IMPROVEMENTS.

WHEREAS, the City of Huron desires to utilize funding available through the 2025 Erie MetroParks Local Park Capital Improvement Grant Program.

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

SECTION 1. That the Cit of Huron agrees to cooperate for the purposes of increasing and improving outdoor recreation opportunities under the terms and conditions of the "2025 Local Park Capital Improvement Grant Program" administered by the Erie MetroParks Board of Park Commissioners.

SECTION 2. That Matthew Lasko, City Manager, is hereby authorized to apply to the Erie MetroParks Board of Park Commissioners for funding assistance from the "2025 Local Park Capital Improvement Grant Program."

SECTION 3. That this resolution was presented and acted upon at an open/public meeting of the Huron City Council held on April 8, 2025 in accordance with the Ohio Open Meetings Laws.

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

SECTION 5. That this Resolution shall go into effect and be in full force and effect immediately upon its passage.

GOVERNING BODY OF APPLICANT AGENCY

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mark Claus, Vice-Mayor

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Sam Artino, Councilmember



**TO:** Mayor Tapp and City Council  
**FROM:** Doug Steinwart  
**RE:** Resolution No. 33-2025 (*submitted by Doug Steinwart*)  
**DATE:** April 8, 2025

---

### **Subject Matter/Background**

This summary relates to both Resolution No. 32-2025 and Resolution No. 332-2025:

#### **Resolution No. 32-2025**

In order to be eligible to participate in the Erie MetroParks 2025 Local Park Capital Improvement Grant Program City Council must adopt a "Resolution of Cooperation" with their organization. This resolution must be signed by three members of Council, one of whom must be the Mayor.

#### **Resolution No. 33-2025**

This resolution requests authorization of Council to submit an Application to the Erie MetroParks 2025 Local Park Capital Improvement Grant Program in a total amount of \$4,368.00. Funding for this Local Capital Improvement Grant Program has been provided by the Erie MetroParks Board of Park Commissioners as a component to the Park District's property tax levy. These are reimbursement grants that will be distributed after the project is completed. Municipalities are allowed to make application for one project not to exceed \$10,000.

The Parks & Recreation Department would use funds awarded on this initial application for replacement of a previously placed Access Mat System that enables beachgoers a safe, stable, obstacle-free means of accessing the beach and water's edge. The project includes installation of two (2) sections of a 5'x50' recycled polyester rollout mat (AccessMat by Access Rec, LLC) to promote and encourage ABA/ADA access to the beach for special event and valuable family time on the beach.

The beach access mat is a durable, maintenance-free, visible pathway for baby strollers, wheelchairs and beach carts to allow beachgoers safe, easy and free travel across the soft sand beach. The mat is securely anchored and is specifically developed for pedestrian traffic. AccessMat is an American-made and environmentally friendly product that will add to the functionality of the park.

Nickel Plate Beach has experienced record breaking sales of daily tickets and seasonal passes over the past five (5) years. In addition to the original Beach Access Mat placed in 2017, Nickel Plate Beach also offers handicapped accessible picnic areas and restroom facilities.

#### **Financial Review**

These resolutions allow the City to apply to the Erie Metroparks 2025 Local Park Capital Improvement Grant. If awarded, the grant award will be reimbursed from the Erie Metroparks following payment of the project cost. There is no local match; therefore, the City is not expected to use any City funds to pay for the project.

#### **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. 33-2025 is in order.

[Resolution No. 33-2025 Erie Metroparks 2025 Local Parks Cap Imp Grant \\$4,368.docx](#)

[Resolution No. 33-2025 Exh A Erie County Metroparks CIP Grant \(1\).pdf](#)

RESOLUTION NO. 33-2025

Introduced by Matt Grieves

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO ERIE METROPARKS – 2025 LOCAL PARK CAPITAL IMPROVEMENT GRANT PROGRAM RELATING TO REPLACEMENT OF TWO (2) ACCESS MATS AT NICKEL PLATE BEACH IN AN AMOUNT NOT TO EXCEED FOUR THOUSAND THREE HUNDRED SIXTY-EIGHT AND XX/100 DOLLARS (\$4,368.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD IN AN AMOUNT NOT TO EXCEED FOUR THOUSAND THREE HUNDRED SIXTY-EIGHT AND XX/100 DOLLARS (\$4,368.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron desires to seek grant funding from the Erie Metroparks – 2025 Local Park Capital Improvement Grant Program seeking funding for replacement of two (2) access mats at Nickel Plate Beach (the “Project”);

WHEREAS, the City meets basic eligibility requirements for funding, as the Project meets the guidelines of the program;

WHEREAS, City Council must also pass a Resolution of Cooperation (Resolution No. 32-2025) relating to participating in the Erie Metroparks - Local Park Capital Improvement Grant Program;

WHEREAS, the City of Huron has the authority to apply for financial assistance and to administer the amounts received from the Erie Metroparks; and

WHEREAS, the City of Huron must direct and authorize the City Manager, Matthew Lasko, 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:

SECTION 1. That the Council of the City of Huron hereby authorizes submission of a grant application to the Erie Metroparks – 2025 Local Park Capital Improvement Grant Program to become eligible for potential funding assistance relating to replacement of two (2) access mats at Nickel Plate Beach in an amount not to exceed Four Thousand Three Hundred Sixty-Eight and xx/100 Dollars (\$10,000.00).

SECTION 2. 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 the Erie Metroparks for a 2025 Local Parks Capital Improvement Grant in the amount not to exceed Four Thousand Three Hundred Sixty-Eight and xx/100 Dollars (\$4,368.00), and which agreement shall be in substantially in the form attached hereto as Exhibit “A.”

SECTION 3. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

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

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Council Clerk

ADOPTED: \_\_\_\_\_

**Erie MetroParks  
Local Park Capital Improvement Grant Program  
Application Checklist**

**2025 IMPORTANT DATES: APRIL 18, 2025, GRANTS DUE  
MAY 2, 2025, GRANTS JUDGED/ AWARDED  
NOV. 21, 2025, ALL GRANTS MUST BE COMPLETED  
AND FINAL REPORT TURNED IN BY 12:00 NOON.**

This checklist has been developed to assist you in the completion of your application. This form does not need to be attached to your application.

**\*REQUIRED FORMS IN APPLICATION PACKET**

- ☒ Project Application;  
include checkmark of whether request is for a cost-sharing grant.
- ☒ Applicant Eligibility Form (Annually)
- ☐ Resolution of Participation (**Required annually**) April 8
- ☒ Proof of Project site area ownership, lease or management agreement
- ☒ Project Cost Justification: (eg: contractor price quote, supplier price quote, copy of equipment supply catalog, etc.)
- ☐ One FULL Original Application with attachments and an additional **FOUR** copies.

*\*Each copy of the Application should be bound by a paperclip or binder clip but not stapled.*

- ☐ Request of funds rounded to the whole dollar. **Also make sure to mark if you are willing to accept a partial grant.** If cost-sharing, both total cost of project and grant amount requested must be included. *The sign will be provided by Erie MetroParks.*

**AFTER PROJECT COMPLETION: (Project MUST be completed within award year or reimbursement and future funding may be forfeited)**

- ☐ Have all previously funded projects been completed.
- ☐ Have final reports been filed for all funded projects (Final reports must include required paid invoices and related documents) before Nov. 21, 2025, in order to receive the payment. Otherwise grant award will be forfeited.
- ☐ Have required grant program signage placed and maintained. (Provide site photo.)



**Erie MetroParks  
Local Park Capital Improvement Grant Program**

**Project Application 2025**

The deadline for returning completed application forms is **12:00pm Friday, APRIL 18, 2025**. Applications received after this deadline will not be considered for grant awards. Thank you for not asking us to make exceptions, or offer extensions. Deliver applications to Attn.: Administrative Coordinator Sue Daniel, 3910 Perkins Avenue, Huron, OH 44839. For further information call Sue Daniel at 419-625-7783 ext. 232 or e-mail sdaniel@eriemetroparks.org

City of Huron, Parks & Recreation Department  
Agency/Political Subdivision \_\_\_\_\_

Governing Body Huron City Council Contact Person Doug Steinwart

Mailing Address 417 Main Street, Huron, Ohio 44839

E-mail Address doug.steinwart@huronohio.us Daytime Telephone 419-433-4848

Name and Location of Park or Facility Nickel Plate Beach

Brief Description of Project Replacement of two (2) access mats - please see attached for narrative

Is this a Cost-Sharing Project? If so, please attach explanation, including share source and amount of contribution.

**Cost Analysis of Project:**

Item Description	Cost Estimate
Labor	\$ <u>350</u>
Materials/Equipment	\$ <u>\$4,368</u>
Contracted Services	\$ _____
Acknowledgement Sign	\$ <u>EMP Provides</u>
PROJECT TOTAL	\$ <u>\$4,718</u>

Grant Amount Requested From Park District (No Cents) \$ \$4,368

**\*I will accept a partial grant award (please mark one) YES ☒ or NO ☐**

Please **attach proof of ownership of project site area**, or, if your agency does not own the project area, please **attach a copy** of the lease or other management documents pertaining to this site and its related development(s).

Please **attach cost justification documentation** i.e.: contactors quote, supplier quote, copy of catalog page with cost, other.

**LOCAL PARK CAPITAL IMPROVEMENT GRANT PROGRAM  
APPLICANT ELIGIBILITY INFORMATION**

This application will be used to determine if the applicant organization is eligible to receive funding according to the laws of the State of Ohio and the Park District grant program guidelines. An updated Applicant Eligibility Information form should be completed and submitted with each application packet.

Agency/Political Subdivision City of Huron, Parks & Recreation Department

Governing Body Huron City Council  
(Council, Mayor, Board of Trustees, Commissioners, etc.)

Contact Person Doug Steinwart Title Huron Parks & Recreation Director

Mailing Address 417 Main Street, Huron, Ohio 44839

Daytime Telephone Number 419-433-4848 E-mail doug.steinwart@huronohio.us

Park and Recreation Information: (Please use back of page if additional space is needed)

How are capital projects currently funded? General Fund

Total budget for (current budget year) \$ \$544,688

How are your maintenance and programming currently being accomplished and funded \_\_\_\_\_  
General Fund and Registration Fees

Please provide a list of your facilities/recreational areas: \_\_\_\_\_

\_\_\_\_\_ Please see attached \_\_\_\_\_  
\_\_\_\_\_

Total acreage 13 acres Estimated annual visitation Attached

What is the population of the service area Attached

Please describe facilities provided within your parks (pools, athletic fields, trails, shelters, playgrounds, restrooms, etc.) \_\_\_\_\_

\_\_\_\_\_ Attached \_\_\_\_\_

Please describe programming provided; (i.e. leagues, special events, scheduled programs, etc.) \_\_\_\_\_

\_\_\_\_\_ Attached \_\_\_\_\_

## Brief Description of Project

### The Nickel Plate Beach Access Project



(photo provided by AccessRec)

The **Nickel Plate Beach Access Project** is a replacement for the previously placed Access Mat system that enables beachgoers a safe, stable, maneuverability free means of accessing the beach and the water's edge. The project includes installing two (2) sections of a 5 ft. wide by 50 ft. long recycled polyester rollout mat (AccessMat by Access Rec. LLC) to promote and encourage ABA/ADA access to the beach for special events and valuable family time on the beach.

The beach access mat is durable, maintenance free, visible pathway for baby strollers, wheelchairs, beach carts, and beachgoers travel safely, easily, and freely across the soft sandy beach. The mat is securely anchored and developed specifically for pedestrian traffic. AccessMat is an American made and environmentally friendly product that will add to the functionality of the park.

Nickel Plate Beach has experienced record breaking sales of daily tickets and seasonal passes over the past five (5) years. In addition to the original Beach Access mat placed in 2017, Nickel Plate Beach offers handicap accessible picnic areas and restroom facilities.

## List of Facilities & Recreation Areas

Lake Front Park - N. Center St.

Nickel Plate Beach - Tiffin Ave., to Nickel Plate Drive

Huron River Boat Access - Cleveland Rd. (Route 6), at the old ConAgra plant

Lake Shore Electric Trail - West end of Jim Campbell Blvd

Oklahoma Park - Corner of Wilbor Ave. & Wilder Avenue

Andrew L. Fabens Memorial Park - Adams and Taylor Avenues

Mile Long Fishing Pier & Huron Lighthouse - End of N. Main Street

Huron Boat Basin & Amphitheater - N. Main Street

Flemmond's Landing – Intersection of N. Main & Wall Streets

McCormick Skate Park – Behind McCormick Junior High

Rotary Centennial Park – Base of the Huron Pier

Berlin Road Park – Berlin Road

## Estimated Annual Visitation

It is very difficult to gauge the actual visitation to the Huron Parks system due to the many variables involved. In addition to the approximate 10,000 city and township residents, Huron is a hot spot for the tourism industry when it comes to the beaches, birding, boating, hiking, fishing, outdoor recreation, and scenic views.

## Description of facilities within the Huron Park System

### Lake Front Park

Features: public beach, playground, gazebo, picnic tables, grills, drinking fountain, and restrooms, scenic views of Lake Erie, the Huron Pier and Cedar Point.

### Nickel Plate Beach

Features: public beach, picnic shelter, grills, playground, beach volleyball courts, permanent outdoor ping-pong table and cornhole boards and scenic views of the Huron Pier and eastern shoreline.

### Huron River Boat Access

Features: State of the art boat launching facility and public restrooms

### Lake Shore Electric Trail

Features: a 1.2-mile trail serves walkers, runners and bikers.



**Oklahoma Park**

Features: a playground, picnic shelter with tables and grill, drinking fountain, and basketball court.

**Andrew L. Fabens Memorial Park**

Features: athletic park with 9 baseball/softball fields, 5 tennis courts, 2 batting cages, a nature trail, playground area, 3 shelters, picnic tables, grills, drinking fountain, concession stand, restrooms and a one-mile, paved pedestrian/biking trail.

**Mile Long Fishing Pier & Huron Lighthouse**

Features: a one mile round trip walk with an observation deck, natural landscape and wildlife habitats.

**Huron Boat Basin & Amphitheater**

Features: Public marina, picnic tables, restrooms, and live entertainment in the Amphitheater weekends through the summer season.

**Flemmond's Landing**

Features: a historic site and place to watch boats navigate the Huron River.

**McCormick Skate Park**

Features: a terrain park for skate board users

**Rotary Centennial Park**

Features: Park benches, natural landscaping, and magnificent sunset views over Lake Erie.

**Berlin Road Park**

Features: Park features walking trails and a fishing pond. Recently purchased property for public use with the intention of providing picnic tables, gathering space and park benches.

**Description of Programming Provided**

The Huron Parks & Recreation Department has a full offering of Youth Sports Camps, Youth Summer Camps, Adult Health & Fitness Programs, Community events and programs, such as Community Garage Sales, Farmer's Markets, Easter, Pumpkin Drop and Christmas Celebrations, live entertainment and festivals as well as organizes and hosts several athletic tournaments.





**ACCESSREC**

67 Sand Park Road - Suite A  
Cedar Grove, NJ 07009  
+19739550514  
sales@AccessRec.com  
www.accessrec.com



# Estimate

**ADDRESS**

Doug Steinwart  
Huron Parks & Recreation  
417 Main St.  
Huron, OH 44839  
419/433-4848

**SHIP TO**

Doug Steinwart  
Huron Parks & Recreation  
417 Main St.  
Huron, OH 44839  
419/433-4848

**ESTIMATE # 2559****DATE** 02/12/2025**EXPIRATION DATE** 05/12/2025**PAYMENT TERMS**

30 Day Net

**SALES REP.**

SJ

SKU	ITEM	QTY	UNIT COST	AMOUNT
AM5-50-BL	<b>ACCESSMAT® BLUE 5x50 KIT</b> NON WOVEN recycled polyester roll out mat 5' x 50' - Blue color Incl. stake & strap & cap & plug & alu. connector Ltd. Warranty 5 Yrs. Avoid installing ACCESSMAT® on slopes greater than 5%. liftgate included	2	2,089.00	4,178.00

\* FOB Hampstead, NC 28443

\* Preferred payment by check.

\* 3.5% convenience fee with Credit Card or PayPal payment.

\* Wire transfer fee should be covered with the transfer.

<b>SUBTOTAL</b>	4,178.00
<b>DISCOUNT 5%</b>	-208.90
<b>SHIPPING</b>	398.00
<b>TOTAL</b>	<b>\$4,367.10</b>

NO REFUNDS, EXCHANGES, OR RETURNS. ALL SALES ARE FINAL.

Accepted By

Accepted Date



## ACCESSMAT®, ADA compliant beach access surface – polyester roll out mat Non-woven polyester roll

Hotels & Resorts, Counties, Cities, Towns, National & State Parks, other government and non-profit organizations officials, as well as any individual willing to increase accessibility to their beaches should consider providing our ABA/ADA beach compliant AccessMat® system to comply with the Architectural Barriers Act and the Americans with Disabilities Act (ADA) guidelines.

AccessMat® Beach Access Mats have been specifically developed for use in permanent or temporary recreation access applications. AccessMat® is a portable and removable rollout access route that can be used in a multitude of applications for individuals of all abilities (pedestrians and wheelchairs access), as well as strollers, and more particularly in beach environments.



## AESTHETICALLY PLEASING

Visually attractive, the blue color of the AccessMat® provides a surface that is highly visible, delineating the route to access recreation areas for people with visual impairments, while the brown color perfectly blends into the landscape. AccessMat® can be offered in 5' or 6' width by 33', 50', 75' and 100' length and is available in **blue or brown color**.



## AFFORDABLE



**Designed & finished in the United States**, starting at **\$7.00 per square foot** AccessRec LLC provides the most affordable way to create a beach access route. Especially when compared to the costs required in frequent replacement and extensive installation, maintenance or repair of our competitors, AccessMat® is the most economical solution on the market.

## COMFORTABLE AND SAFE



Developed specifically for pedestrian traffic, AccessMat® provides the friendliest surface for barefoot beach goers. Wherever a water pervious, enhanced grip walkway access is required AccessMat® Beach Access Mat® is the solution. AccessMat® polyester material provides the **safest edges** that do not require secondary finishing.

This highly reduces the risk of injury to bare feet or cutting your hands when installing or removing AccessMat®. Our AccessMat®'s cool surface lends to the barefoot users' comfort, especially on those hot, sunny days!





## DURABLE & LIGHTWEIGHT

AccessMat® will not fray on its edges nor show any kind of wear & tear on the surface during normal use and proper maintenance.

The durability of construction and portability of the product make it the perfect solution for providing accessible beach pathways. Utilizing the benefits of polyester ensures that rigidity and strength are preserved over



## ENVIRONMENTALLY FRIENDLY & RECYCLABLE

This environmentally friendly product is easily installed and removed per **environmental regulations**. The mat is also able to be cut and formed around existing beach structures, in addition to protected native beach dunes. The UV stabilized polyester material is **recyclable** after use reducing its environmental impact.

## QUICK INSTALLATION & MAINTENANCE

Two people can install a 5' x 100' section in less than 10 minutes.

Minimal maintenance - it can be cleaned by use of a broom, blower, or pressure washer – sand goes through the permeable structure of the mat and does not get stuck under the surface of the mat.



## ACCESSMAT®, ADA /ABA compliant Beach Access Surfaces

Prod.	Material	Item #	Color	Weight (lbs/sqft)	Dimensions		Roll Weight (lbs)	Diameter (in)	
					Width (ft)	Length (ft)			
AccessMat®	100% Non-woven Polyester roll	AM5 - 33	Blue or Brown	0.41	5	33	15	10	
		AM5 - 50				50	30	11	
		AM5 - 75				75	46	12	
		AM5 - 100				100	61	13	
		AM6 - 33	Blue or Brown		6	33	76	10	
		AM6 - 50				50	91	11	
		AM6 - 75				75	118	12	
		AM6 - 100				100	137	13	

**Connector & Hardware system:** durable connectors that won't detach under tension – simply insert our innovative plugs and spikes inside the connector's holes to connect two mats in a seamless manner.

Connector & Hardware are 100% barrier free/ADA compliant.



**TO:** Mayor Tapp and City Council  
**FROM:** Terri Welkener , Clerk of Council  
**RE:** Ordinance No. 2025-9 (*presented by Matt Lasko*)  
**DATE:** April 8, 2025

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### **Subject Matter/Background**

Ordinance No. 2025-9 authorizes and accepts replacements pages to the Codified Ordinances, as prepared by American Legal Publishing (aka Walter Drane Company), based on legislation adopted by City Council through January 2025, as well as any changes made by the State pertaining to the Traffic Code and General Offenses Code during this same time period. Upon adoption of this ordinance, the January 2025 Codified Ordinances will be uploaded to the City website and replacement pages inserted into administrative hard copy versions. If any members of Council or Council Committee members retain the Codified Ordinance either electronically or in hard copy, please delete/discard and make the replacement with the update through January 2025 Codified Ordinances. A copy of the revised pages is available for review in the Council Clerk's office.

### **Financial Review**

The matter has been reviewed and while there are no costs associated with the acceptance of the updated Codified Ordinance pages, there are costs (filing fees, etc.) associated with the preparation of these Ordinances by American Legal Publishing, which costs have been included in the 2025 Municipal Budget. Fees for this service are based on the number of pages that require revision (in this case 91 pages), updating the internet version, PDF, thumb drive and hard copies, and are in the amount of \$3,006.88 for the January 2025 Update.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you. The Ohio Revised Code is modified several times during the year. These changes do not affect the codified ordinances until the City Council considers an ordinance adopting changes. Ratification of this legislation will allow local officers the ability to pursue changes under the updated code sections.

### **Recommendation**

If Council is in agreement with the request, a motion to adopt Ordinance No. 2025-9 as an emergency measure is in order.

[Ordinance No. 2025-9 Adopting Ordinance January 2025 Pages.doc](#)

ORDINANCE NO. 2025-9  
Introduced by Mark Claus

AN ORDINANCE TO REVISE THE CODIFIED ORDINANCES BY ADOPTING CURRENT REPLACEMENT PAGES; AND DECLARING AN EMERGENCY.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, the City has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before Council;

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

SECTION 1. That the ordinances of the City of Huron, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the January 2025 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

SECTION 2. That the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law:

Traffic Code

303.01	Compliance with Lawful Order of Police Officer; Fleeing. (Amended)
303.083	Impounding Vehicles on Public Property. (Amended)
333.07	Street Racing, Stunt Driving and Street Takeovers Prohibited. (Amended)

General Offenses Code

513.01	Drug Abuse Control Definitions. (Amended)
513.02	Gift of Marihuana. (Amended)
533.03	Unlawful Sexual Conduct with a Minor. (Amended)
533.04	Sexual Imposition. (Amended)
537.02	Vehicular Homicide and Manslaughter. (Amended)
537.021	Vehicular Assault in a Construction Zone. (Amended)
549.14	Concealed Handgun Licenses; Possession of Revoked or Suspended License; Additional Restrictions; Posting Signs Prohibiting Possession. (Added)

SECTION 3. The complete text of the Traffic and General Offenses Code sections listed above are set forth in full in the current Codified Ordinances. New material contained therein is published at length in the Huron Codified Ordinances as provided in Section 3.05(2) of the Charter and no further publication shall be necessary.

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the residents of the City of Huron, Ohio, and for the further reason that there exists an imperative necessity for the earliest publication and distribution of current replacement pages to the Codified Ordinances to the officials and residents of the City, so as to facilitate administration, daily operation and avoid practical and legal entanglements; wherefore, this Ordinance shall be in full force and effect from and immediately following its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_