



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, May 27, 2025 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

- I. Call To Order** Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council**
- III. Approval of Minutes**
 - III.a** Minutes of the regular Council meeting of May 13, 2025.
- IV. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- V. Old Business**
 - V.a** Ordinance No. 2025-12 (**second reading**) (*submitted by Stuart Hamilton*)

An ordinance to amend the official Zoning Map of the City of Huron to rezone approximately 41.88 +/- acres of land located on the east side of River Road, Erie County, Ohio Permanent Parcel Numbers 42-01718.000 & 42-01721.000, from I-2 General Industrial District) to R-1 (One-Family Residence District). There have been no changes made to this ordinance since its first reading on May 13, 2025.
- VI. New Business**
 - VI.a** Ordinance No. 2025-13 (*submitted by Stuart Hamilton*)

An ordinance establishing the ConAgra TIF Fund.
 - VI.b** Ordinance No. 2025-14 (*submitted by Stuart Hamilton*)

An ordinance authorizing execution of an agreement to purchase approximately 2.6226 acres of land (to be split from 69.4862 acres of land located at 1608 Sawmill Parkway in Huron, OH and being all of Erie County Permanent Parcel Nos. 42-01021.002; 42-02021.000; and 42-02095.000) from Ardagh Metal Packaging USA Corp. (f/k/a Ardagh Metal Beverage USA, Inc.) at a purchase price of \$10.00, for the purpose of erecting a water tower.
 - VI.c** Amended Resolution No. 31-2025 (*submitted by Doug Steinwart*)

A resolution amending Resolution No. 31-2024 adopted on April 8, 2025, to authorize a First Amendment to License Agreement between the City of Huron and River Monster Tours LLC to include water taxi service as an allowed use under the License Agreement.
 - VI.d** Resolution No. 42-2025 (*submitted by Jack Evans*)

A resolution awarding the bid and authorizing a contract with Landmark Structures relating to the 2.0 MG Elevated Water Tank Project in the amount of \$8,413,000.
 - VI.e** Motion

Motion to set a public hearing on the proposed 2026 Municipal Tax Budget for Tuesday, July 8, 2025 at

6:30pm, immediately preceding the regular Council meeting.

VII. City Manager's Discussion

VIII. Mayor's Discussion

IX. For the Good of the Order

X. Executive Session(s) Executive Session to consider the appointment, employment and compensation of a public employee.

XI. New Business (Continued)

XI.a Resolution No. 41-2025 (*submitted by Stuart Hamilton*)

A resolution confirming the appointment of Isaac Phillips as Finance Director of the City of Huron, effective June 30, 2025.

XII. Adjournment



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2025-12 (**second reading**) (*submitted by Stuart Hamilton*)
DATE: May 27, 2025

Subject Matter/Background

On February 26, 2025, the City of Huron submitted an application to rezone approximately 41.88 +/- acres of land located on the east side of River Road, Erie County, Ohio Permanent Parcel Numbers 42-01718.000 & 42-01721.000 (hereinafter the "Property"), from I-2 General Industrial District) to R-1 (One-Family Residence District). This request stems from the City entering into a purchase agreement with Triban Investment LLC to purchase the subject property. Triban Investment LLC has proposed a concept plan for development of 170-220 single-family, for-sale housing units. The rezoning of this property is a condition of the sale, and without a rezoning change from I-2 (does not permit residential use) to R-1, the transaction will not meet contractual requirements.

The rezoning application has proceeded through a process of review and recommendation by the Planning Commission on March 26, 2025, and City Council will hold a Public Hearing on the application on May 13, 2025 at 6:30pm, immediately preceding the regular Council meeting. Notice of the Public Hearing was published in the Sandusky Register on April 11, 2025.

If adopted, Ordinance No. 2025-12 will amend the City's Zoning Map to reflect the zoning change from I-2 to R-1, which will allow the transaction for the sale of the property to proceed through due diligence to closing. There have been no changes made to this ordinance since its first reading on May 13, 2025.

Financial Review

There is no financial impact from this legislation.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion to place Ordinance No. 2025-12 on its second reading is in order.

[Ordinance No. 2025-12 Exh 1 Planning Commission Recommendation to Council.docx](#)

[Ordinance No. 2025-12 Rezone River Rd Property from I-2 to R-1 \(2\).docx](#)

[Ordinance No. 2025-12 Exh A Rezoning Application - River Road \(City of Huron\).pdf](#)



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).

ORDINANCE NO. 2025-12
Introduced by Sam Artino

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HURON TO REFLECT THE REZONING OF APPROXIMATELY 41.88 +/- ACRES OF VACANT LAND OWNED BY THE CITY OF HURON LOCATED ON THE EAST SIDE OF RIVER ROAD, ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 42-01718.000 & 42-01721.000, FROM THE CURRENT I-2 (GENERAL INDUSTRIAL DISTRICT) 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 City of Huron submitted an application to rezone approximately 41.88 +/- acres of land located on the east side of River Road, Erie County, Ohio Permanent Parcel Numbers 42-01718.000 & 42-01721.000 (hereinafter the "Property"), from I-2 General Industrial District) to R-1 (One-Family Residence District); and

WHEREAS, pursuant to Section 1139.03 of the Codified Ordinances, the rezoning application has proceeded through a process of review and recommendation by the Planning Commission on March 26, 2025; and

WHEREAS, the Huron City Council was advised of the Planning Commission recommendation to support the rezoning request as presented; and

WHEREAS, Huron City Council, as required by Section 1139.03 of the Codified Ordinances, held a Public Hearing on the proposed rezoning request on May 13, 2025, and finds and concludes that the rezoning application should be approved because it promotes the public necessity, convenience and general welfare, and further constitutes good zoning practice.

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 adopted on December 27, 2016 by Ordinance 2016-33 shall be and hereby is amended to change the zoning classification of the Property on the east side of River Road, Erie County, Ohio Permanent Parcel Numbers 42-01718.000 & 42-01721.000, from I-2 (General Industrial District) to R-1 (One-Family Residence District) and shall supersede all previously published zoning maps for the City.

SECTION 2. 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 3. 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: _____

**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: _____

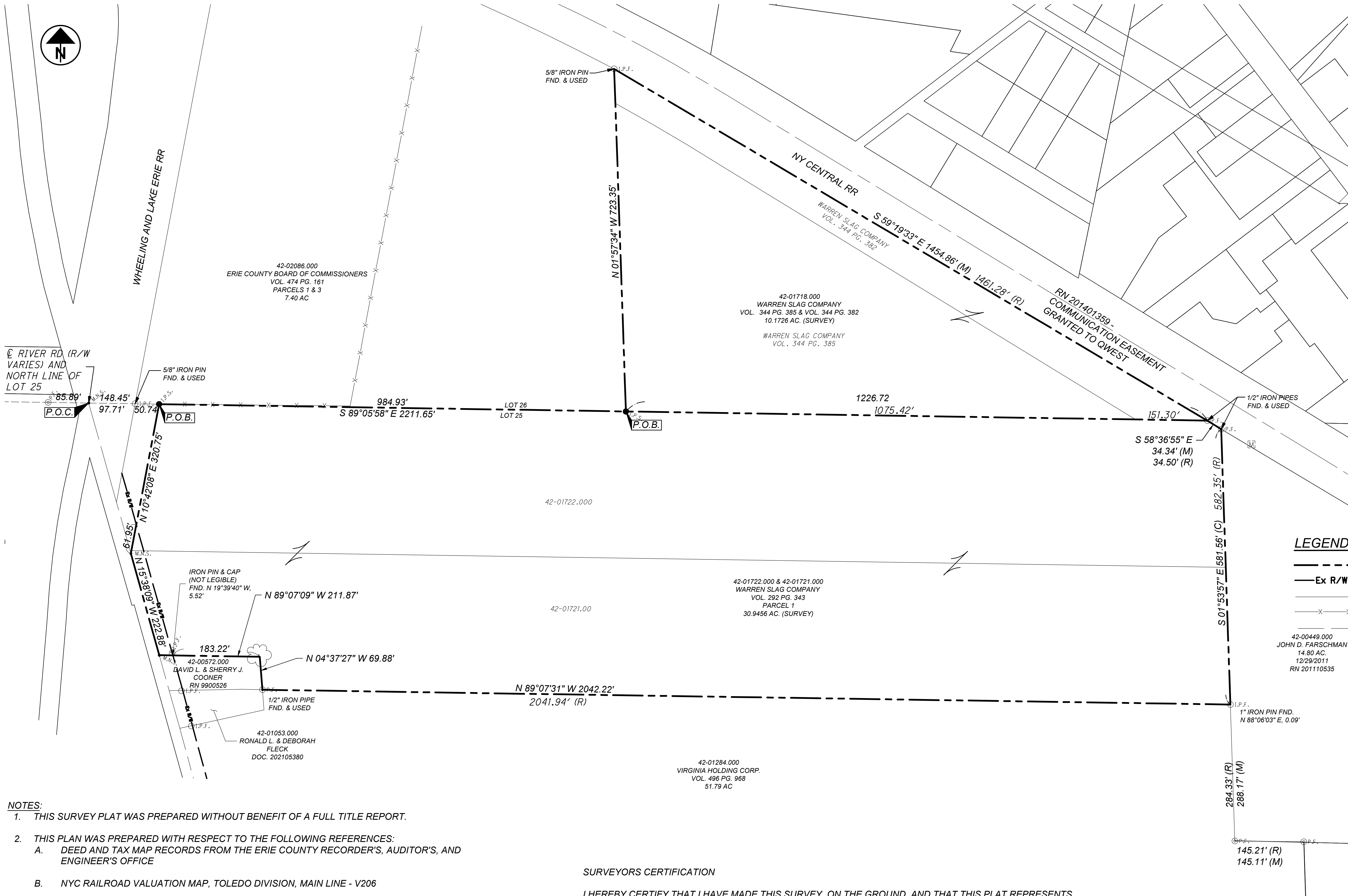
Zoning Department Representative: _____

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:
1. THIS SURVEY PLAT WAS PREPARED WITHOUT BENEFIT OF A FULL TITLE REPORT.

2. THIS PLAN WAS PREPARED WITH RESPECT TO THE FOLLOWING REFERENCES:

A. DEED AND TAX MAP RECORDS FROM THE ERIE COUNTY RECORDER'S, AUDITOR'S, AND ENGINEER'S OFFICE

B. NYC RAILROAD VALUATION MAP, TOLEDO DIVISION, MAIN LINE - V206

3. PLANIMETRIC INFORMATION SHOWN IS BASED ON A FIELD SURVEY PERFORMED BY OHM ADVISORS DURING DECEMBER 2022.

4. MERIDAN IS REFERENCED TO THE OHIO PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 (2011) PER GPS OBSERVATIONS IN DECEMBER 2022.

5. THIS PLAN IS NOT VALID UNLESS STAMPED WITH THE SEAL OF THE UNDERSIGNED PROFESSIONAL.

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



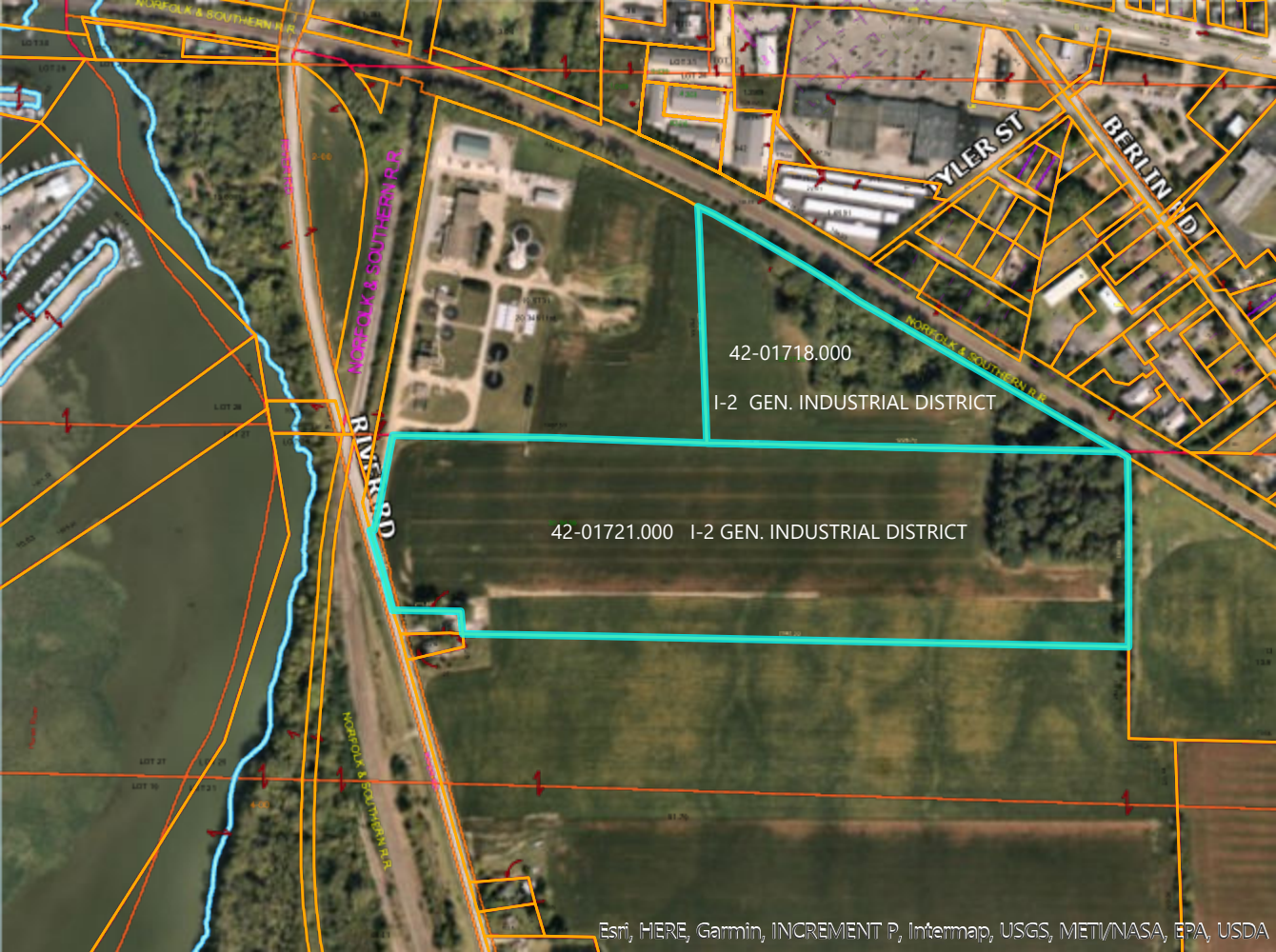
ARCHITECTS ENGINEERS PLANNERS

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 City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2025-13 (*submitted by Stuart Hamilton*)
DATE: May 27, 2025

Subject Matter/Background

Ohio Rev. Code §5705.09(F) requires subdivisions to establish separate funds for each class of revenue derived from a source other than the general property tax, which the law requires to be used for a particular purpose. Additionally, Ohio Rev. Code §5705.10(I) states that money paid into a fund must be used only for the purposes for which such fund is established.

Financial Review

This legislation will formally establish a ConAgra TIF Fund, numbered 423 in the City's chart of accounts.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2025-13 as an emergency measure is in order.

[Ordinance No. 2025-13 Establish ConAgra TIF Fund \(2\).docx](#)

ORDINANCE NO. 2025-13
Introduced by Joe Dike

AN ORDINANCE ESTABLISHING FUND 423 – CONAGRA TIF FUND; AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Finance requests that Council enact an ordinance establishing a Public Improvement Tax Increment Equivalent Fund entitled ConAgra TIF Fund 423 for the express purpose of depositing real estate and/or service payments and any associated rollback payments and related interest and penalty payments distributed to the City of Huron relating to .40 Improvements, as defined in Ordinance No. 2025-10 as adopted by Huron City Council on May 13, 2025, by or on behalf of the Erie County, Ohio Treasurer as provided in Ohio Revised Code Section 5709.

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

SECTION 1. That there is hereby established a “ConAgra TIF Fund” to be numbered Fund No. 423. The source of revenue deposited into this fund will derive solely from real estate and/or service payments and any associated rollback payments and related interest and penalty payments distributed to the City of Huron relating to the .40 Improvements, as defined in Ordinance No. 2025-10 as adopted by Huron City Council on May 13, 2025.

SECTION 2. That this City Council hereby provides that all of the moneys deposited in the ConAgra TIF Fund shall be used for any or all of the purposes set forth in Section 5 of Ordinance No. 2024-25 as adopted by Huron City Council on August 13, 2024.

SECTION 3. That the ConAgra TIF Fund shall remain in existence so long as the service payments are collected and used for the aforesaid purposes, after which the Fund shall be dissolved in accordance with said Section 5709.43.

SECTION 4. That all ordinances or parts thereof in effect at the time of passage of this Ordinance that are in conflict with the foregoing provisions are hereby repealed to the extent of the conflict.

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

SECTION 6. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reasons that it is necessary to make immediate provision for the sound financial operation of the City and in accordance with Section 3.06 of the Charter of the City of Huron, this Ordinance shall take effect and be in full force and effect immediately upon its adoption

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Ordinance No. 2025-14 (*submitted by Stuart Hamilton*)
DATE: May 27, 2025

Subject Matter/Background

Ardagh have been great partners during this process of trying to find land to put our 2M gallon water tower. Not only are they selling us the land for \$10, they are also providing the City with multiple easements for access and utilities. The City has/will pay for all surveys, legals and submittals for this purchase.

This new parcel will enable us to position the new water tower at the end of Sawmill Parkway, right on top of our water main with minimal connections/extensions. It will also position it close to our largest draw customers providing water security and add reliability.

We thank Ardagh for their continued support of the City and our ongoing projects.

Financial Review

The \$10.00 and all other associated costs will be paid from the Water Capital Fund.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2025-14 as an emergency measure is in order.

[Ordinance No. 2025-14 Ardagh Purchase Agreement \\$10 Water Tower.docx](#)

[Ordinance No. 2025-14 Exh A Ardagh Purchase Agreement \\$10.00.doc](#)

ORDINANCE NO. 2025-14
Introduced by Matt Grieves

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A REAL ESTATE AND PURCHASE AGREEMENT TO PURCHASE APPROXIMATELY 2.6226 ACRES OF REAL PROPERTY LOCATED ADJACENT TO ROUTE 2, IN HURON, OHIO, IN THE AMOUNT OF TEN AND 00/100 DOLLARS (\$10.00), AND ACCEPT EASEMENTS ACROSS OTHER PORTIONS OF SAID PROPERTY LOCATED AT 1608 SAWMILL PARKWAY IN HURON, ERIE COUNTY, OHIO AND COMPRISED OF PORTIONS OF PERMANENT PARCEL NUMBERS 42-01021.002; 42-02021.000; and 42-02095.000; AND DECLARING AN EMERGENCY.

WHEREAS, Ardagh Metal Packaging USA Corp. (f/k/a Ardagh Metal Beverage USA, Inc. ("Ardagh"), a Delaware corporation, is the owner of the property (consisting of approximately 69.4862 acres) located at 1608 Sawmill Parkway in Huron, Erie County, Ohio and being all of Erie County Permanent Parcel NumberS 42-01021.002; 42-02021.000; and 42-02095.000 ("Property"); and

WHEREAS, the City of Huron ("City") desires to purchase a portion of the Property for the erection of a water tower thereupon to serve the needs of the citizens of the City; and

WHEREAS, Ardagh is willing to split the Property to allow the City to purchase a portion of the Property consisting of 2.6226 acres upon which to build the water tower; and

WHEREAS, Ardagh is willing to grant the City a non-exclusive perpetual easement over a portion of the Property for the purpose of site stabilization, site preparation, and construction, maintenance, repair, and replacement of the Water Tower and related infrastructure and improvements and an exclusive perpetual easement across a portion of the Property for purposes of pedestrian and vehicular ingress to and egress from the Property for any and all purposes other than related to construction, maintenance, repair, and replacement of the water tower and related infrastructure and improvements; and

WHEREAS, the City desires to purchase the portion of the Property from Ardagh consisting of 2.6226 acres and accept the dedication of easements for the access to said portion of the Property purchased; and

WHEREAS, the Council has determined that the purchase of the portion of the Property and acceptance of easements to said portion of the Property is in the best interest of the City and its residents.

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

SECTION 1. That the City Manager is hereby authorized and directed to execute the Real Estate Purchase Agreement and Escrow Instructions ("Agreement") with Ardagh Metal Packaging USA Corp. (f/k/a Ardagh Metal Beverage USA, Inc. ("Ardagh"), a Delaware corporation, for the purchase of approximately 2.6226 acres of real property and accept the dedication of easements granted therein to said real property located adjacent to Route 2, Huron, Erie County, Ohio, and being a portion of 1608 Sawmill Parkway in Huron, Erie County, Ohio, known as Erie County, Ohio Permanent Parcel Numbers 42-01021.002; 42-02021.000; and 42-02095.000, in the form of the Agreement which is attached hereto as Exhibit "1" and made a part hereof by reference.

SECTION 2. 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. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that the orderly development of property within the City will be adversely affected in the event of delay in the effective date of this Ordinance; WHEREFORE this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

This Real Estate Purchase Agreement and Escrow Instructions (herein called "Agreement") by and between **ARDAGH METAL PACKAGING USA CORP. (f/k/a ARDAGH METAL BEVERAGE USA, INC.,** a Delaware corporation, which with its successors and assigns is herein called "Seller") and **THE CITY OF HURON, OHIO** an Ohio chartered municipality (which with its successors and assigns is herein called "Buyer") (with Seller and Buyer being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS, Seller is the owner of the property (consisting of approximately 69.4862 acres) located at 1608 Sawmill Parkway in Huron, Erie County, Ohio and being all of Erie County Permanent Parcel Number 42-01021.002; 42-02021.000; and 42-02095.000 (as set forth on Exhibit A, which is attached hereto and incorporated herein by reference), which herein is called the "Property";

WHEREAS, Seller desires to split the Property and sell to Buyer a split portion of the Property (consisting of approximately **2.6226** acres and as set forth on Exhibit B, which is attached hereto and incorporated herein), including the part of the Property bounded by Route 2 to the east and the red line to the west, and all appurtenances, hereditaments, rights, privileges and easements of record appertaining thereto, and all structures and improvements and fixtures located thereon (if any), and all flora located thereon, all of which are herein collectively called the "Real Estate";

WHEREAS, Buyer desires to purchase the Real Estate from Seller for the purposes of erecting a water tower (herein called "Water Tower") on the Real Estate on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises made in this Agreement and other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Closing Date, Escrow Agent, Deed Restriction and Easements.

1.1 Subject to the provisions of Section 6 of this Agreement, all transactions contemplated by this Agreement shall be made after all escrow deposits have been timely made but no later than thirty (30) days after the Feasibility Date (as defined in Section 6 of this Agreement and as may be extended) (herein called the "Closing Date"). The Closing Date may be an earlier or later date only as mutually agreed upon in writing by the Parties to this Agreement.

1.2 Hartung Title Agency, Inc., 327 East Washington Street, Sandusky, Ohio 44870 (herein called "Escrow Agent" or "Title Company") shall be the Escrow Agent, subject to the Escrow Agent's standard conditions for the acceptance of escrow, except as otherwise expressly provided herein.

1.3 Notwithstanding any contrary provision of this Agreement, and to provide for the protection of ongoing business operations of Seller on the adjacent and contiguous remaining portion of the Property ("Remaining Portion") as requested by Seller, the Parties acknowledge and agree that Seller shall add a deed restriction to the deed of conveyance from Seller to Buyer whereby Buyer and any and all future owners of the Real Estate, for so long as Seller owns the Remaining Portion, shall be expressly prohibited from illuminating the Water Tower unless otherwise required by Federal or State rules, statues, regulations or other Federal or State pronouncement, which deed restriction shall "run with

the land” and remain binding any and all future heirs, legal, and estate representatives, successors and assigns of Buyer and any and all future owners of the Real Estate without qualification.

1.4 Notwithstanding any contrary provision of this Agreement, and to provide the Buyer with pedestrian and vehicular access to the Real Estate through the Remaining Portion for the purpose of site stabilization, site preparation, and construction, maintenance, repair, and replacement of the Water Tower and related infrastructure and improvements, the Parties acknowledge and agree that Seller shall grant to the Buyer a non-exclusive perpetual access easement through the Remaining Portion (herein called “Access Easement”), which Access Easement shall “run with the land” and remain binding any and all future heirs, legal, and estate representatives, successors and assigns of Seller and any and all future owners of the Remaining Portion without qualification.

1.5 Notwithstanding any contrary provision of this Agreement, and to provide the Buyer with pedestrian and vehicular ingress to and egress from the Real Estate for any and all purposes other than related to construction, maintenance, repair, and replacement of the Water Tower and related infrastructure and improvements as set forth in Section 1.4, above, the Parties acknowledge and agree that Seller shall grant to the Buyer an exclusive perpetual easement between from Access Easement to the Real Estate (herein called “Perpetual Easement”), which “Perpetual Easement” shall “run with the land” and remain binding any and all future heirs, legal, and estate representatives, successors and assigns of Seller and any and all future owners of the Remaining Portion without qualification.

1.6 Buyer and Seller acknowledge that Seller desires to place Seller’s logo on the Water Tower and Buyer agrees to such installation. Buyer and Seller will work together to agree upon the size and location of such logo and who shall be responsible for the actual installation of Seller’s logo.

1.7 Notwithstanding any contrary provision of this Agreement, it shall be Buyer’s obligation, at Buyer’s sole cost and expense, to have an ALTA survey and lot split and consolidation survey and related lot split and consolidation Plat prepared to create the parcel containing the Real Estate, and Seller shall cooperate with Buyer in its lot split efforts.

2. Sale of Real Estate in Escrow.

2.1 Seller shall sell and convey the Real Estate to Buyer, and Buyer shall purchase the Real Estate from Seller, in accordance with the terms and conditions hereof. The purchase price for the Real Estate (herein called the "Purchase Price") shall be Ten and 00/100 Dollars (\$10.00), paid in readily available United States funds, via escrow, at Closing.

3. Seller's Deposits in Escrow.

3.1 Subject to the provisions of Section 6 of this Agreement, and provided the conditions precedent referenced in Section 6 are satisfied or are waived by Buyer, Seller shall deposit in escrow with the Escrow Agent prior to Closing:

(a) Seller's good and sufficient general warranty deed (herein called the "Deed") conveying, with general warranty covenants (as defined in Ohio Revised Code Section 5302.06), the Real Estate to Buyer, free and clear of all liens, defects, clouds on the title, leases, possessory rights of third parties, and free of all other encumbrances (except zoning restrictions, taxes and assessments which are a lien, but not yet due and payable, and easements and restrictions existing of record that are acceptable to Buyer as referenced in Section 7 hereof), and except for a deed restriction that shall state “Buyer and any and all future owners of the Real Estate, for so long as Seller owns the Remaining

Portion, shall be expressly prohibited from illuminating the Water Tower each year from May 1 to October 31 unless otherwise required by Federal or State rules, statues, regulations or other Federal or State pronouncements”;

(b) A Resolution executed by the Board of Directors of Seller memorializing that the Seller is authorized to enter into this Agreement, to terminate any leasehold interests and terminate any and all agreements of third parties that permit possessory rights of third parties in and to the Real Estate (if any) contemporaneous with Closing, that the Resolution is in accordance with the Seller's entity governance documents, and identifying a representative of Seller to execute any and all documents to consummate the transaction(s) contemplated hereunder;

4. Buyer's Deposits in Escrow.

4.1 On or before the Closing Date, Buyer shall deposit in escrow the Purchase Price (“Deposit”).

5. Escrow Instructions.

5.1 The Escrow Agent may proceed to closing if and when:

(a) all conditions precedent (described in Section 6 hereof) are satisfied or waived by Buyer; and

(b) The Title Company is prepared to issue a Title Policy and Loan Policy (as such terms are defined in Section 7) in an amount as Buyer may determine, to Buyer and to Buyer's lender (if any) insuring marketable title to the Real Estate to be in Buyer free and clear of all liens, leases, possessory rights of third parties, and encumbrances, except easements, conditions, and restrictions of record, zoning ordinances and other conditions of record and other matters that may be disclosed by an actual survey of the Real Estate that is accepted by Buyer, in its reasonable discretion, in accordance with Section 6 of this Agreement, excluding the exceptions to the Deed warranty covenants, and the mechanic's lien and survey (to the extent a survey is performed by Buyer). Buyer may further request, at its expense, all other standard Schedule B exceptions deleted and the Title Policy shall include all endorsements requested by Buyer, including, but not limited to, a contiguity endorsement (insuring the contiguity of adjoining real estate being purchased by Buyer with the Real Estate) and a Form 3.0 zoning endorsement; and

(c) Seller and Buyer have made all escrow deposits required; and

(d) Escrow Agent has:

(i) performed a special tax search to determine the existence of any uncertified special assessments;

(ii) examined the Financing Statement records of the Erie County Recorder and the Ohio Secretary of State to determine the existence of any security interests in any fixtures comprising the Real Estate that name Seller as debtor or obligor and verifying the removal of same on or before the Closing Date; and

- (iii) verified the amount of unpaid water and sewer charges with respect to the Real Estate.

5.2 Upon the Escrow Agent's completion of the items referenced in Section 5.1(a) through (d), above, the Escrow Agent shall confirm there are sufficient funds to eliminate all existing security interests in the Real Estate or fixtures attached thereto and to satisfy any unpaid water and sewer charges (if any). In the event there are insufficient funds to pay the amounts referenced in the immediately preceding sentence, Seller shall have forty-eight (48) hours upon receipt of notice from the Escrow Agent to provide additional funds to permit this transaction to proceed to Closing. This Agreement shall automatically terminate and be null, void and without effect in the event Seller does not make additional deposits, security interests and any unpaid water and sewer charges, and the Deposit shall be promptly returned and all Parties shall be released from liability to the other.

5.3 If the Real Estate is subject to the current agricultural use value (herein called "CAUV") program, or if the Real Estate is in an agricultural district in accordance with O.R.C. §929.01 et. seq., the Escrow Agent shall withhold in escrow from the proceeds otherwise due Seller an amount equal to one hundred twenty-five percent (125%) of the estimated CAUV recoupment for a period of three (3) calendar years based on Erie County Auditor's records and, if greater, an amount equal to one hundred twenty-five percent (125%) of the agricultural district recoupment based on applicable City of Huron and/or Erie County Records. The Escrow Agent is authorized to invest the amount of funds withheld in an interest bearing account, the interest to accrue to the benefit of Seller, and shall accumulate in the account until the CAUV recoupment and agricultural district recoupment has been established. Once the amount of all recoupments have been finally determined, the Escrow Agent shall remit such amount to the Erie County Auditor (for CAUV recoupment purposes) and the local and/or state authorities (for agricultural district purposes), and shall remit any balance to Seller. If the amount held in escrow (including interest earned thereon) is not sufficient to pay the recoupments outlined in this Section 5.3, Seller shall deposit the "short-fall" into escrow with the Escrow Agent within ten (10) days after notice from Buyer or the Escrow Agent, that the amount of the recoupments outlined in this Section 5.3 have been ascertained and that there is a "short-fall".

5.4 Provided the requirements of Section 5.1(a) through (d) are fully satisfied, the Escrow Agent shall file the deed for record and shall, after deposit with the Escrow Agent of sufficient amounts by Seller:

- (a) Pay the full cost of the title search and one-half (1/2) the cost of the Title Policy premium, and charge cost of same to Seller; and Buyer shall pay the cost of the special tax search, ALTA loan policy premium (if any), and one-half (1/2) the cost of the Title Policy premiums;

- (b) Intentionally omitted;

- (c) Pay taxes, prorated assessments, and penalties and interest due and payable on the date of transfer, based upon the last available tax duplicate, and charge the cost of the same to Seller;

- (d) After prorating real estate taxes and assessments to the date of transfer (taxes not yet due and payable shall be computed on the basis of the last available tax rate) and pay to Buyer the amount of such prorated taxes which are a lien, but not yet due and payable, and charge the cost of the same to Seller;

(e) Pay the Deed preparation fee and auditor's transfer tax and conveyance fee with respect to the transfer of the Real Estate and charge the cost of the same to Seller;

(f) Pay the cost of recording the Deed and charge the cost of the same to Buyer;

(g) Pay escrow fees and charge the cost of the same to Buyer and Seller, equally;

(h) Satisfy and discharge any existing mortgages and liens and security interests of record and pay all commissions (with respect to this transaction), if any, to real estate agents and/or brokers with contracts with Seller, and charge the cost of the same to Seller;

(i) Pay balance, if any, due Buyer by check mailed to Buyer at Buyer's address described below and pay balance to Seller by check payable to Seller mailed to Seller's address described below; and

(j) Deliver to Buyer the Deed, any affidavits executed by Seller, and other documents deposited by Seller.

6. Due Diligence, Conditions Precedent and Inspections.

6.1 All of the following shall be conditions precedent to Buyer's obligations hereunder:

(a) Buyer's obligations hereunder are expressly subject to Buyer's financial and physical due diligence review and approval at Buyer's expense of the Real Estate in all respects, and in Buyer's sole discretion, for all things that may be of concern to Buyer, including, but not limited to, zoning approval for Buyer's intended use of the Real Estate, financing for the acquisition and/or development of the Real Estate, all lot split and consolidation matters, the local government comprehensive plan, governmental restrictions and requirements, availability of utilities, subsoil conditions, environmental and wetlands matters, building, zoning and other regulatory laws and ordinances, use restrictions, signage restrictions, any existing or proposed easements affecting the Real Estate, Buyer receiving written confirmation that any and all leasehold interests and/or possessory rights of third parties, and UCC-1 Financing Statements and leasehold interests affecting the Real Estate, shall be fully and forever extinguished on or before the Closing Date at Seller's sole cost and expense, the Parties agreeing to the terms of all easements necessary or required as referenced herein, and all other such matters as may be of concern to Buyer.

(b) Buyer shall have until 4:00p.m. Eastern Standard Time on the date that is one hundred twenty (120) days after the date the last of the Parties executes this Agreement (herein called "Feasibility Date") in which to conduct financial and physical due diligence review and determine whether the Real Estate is acceptable to Buyer in all respects, including, but not limited to, Buyer reasonably determining whether there are any one or more adverse factors that materially affect Buyer's ability to utilize the Real Estate. If, on or before the Feasibility Date, Buyer, in its sole discretion, determines that the Real Estate is acceptable and elects to proceed with this transaction, Buyer shall give written notice of acceptance to Seller on or before the Feasibility Date. In the event Buyer has not provided written notice of acceptance to Seller on or before the Feasibility Date, and unless the Parties have mutually agreed to extend the Feasibility Date and/or extend the Closing Date, this Agreement shall be null, void and of no effect and Escrow Agent shall return to each Party all items which have been

placed in escrow, including the Deposit. All approvals and decisions concerning acceptability of the Real Estate and related decisions of Buyer shall be made in Buyer's sole and absolute discretion. The foregoing are conditions, not covenants. Buyer shall not be obligated to take any action or make any effort to cause the same to be satisfied and shall use commercially reasonable means in evaluating whether any conditions exist that materially affect Buyer's intended use of the Real Estate. If the dates for satisfaction of the conditions are extended, the date for escrow deposits by Seller and Buyer shall be likewise extended an equivalent period of time. Buyer shall be responsible for all costs incurred to investigate the Real Estate or to satisfy the foregoing conditions, including, but not limited to, Phase I and/or Phase II environmental assessments, specifically excepting Seller's obligations related to the elimination of any leasehold interests and UCC-1 Financing Statements as referenced in Section 6(a) of this Agreement.

(i) In the event that, based upon the timely and diligent review of the property, Buyer and/or appropriately qualified environmental consultants determine the need for additional environmental study, Buyer shall be permitted to perform additional sub-service investigation(s) without the prior consent of Seller.

(ii) Any inspections, investigation, disturbance or restoration resulting or required will be conducted by Buyer in a manner consistent with the level, care and skill ordinarily exercised by members of the applicable profession currently practicing under similar conditions, and Buyer shall hold harmless and indemnify Seller against any and all costs, demands, claims or causes of action arising out of or related to Buyer's evaluation and inspection of the Real Estate in accordance with this Section 6 of this Agreement.

(iii) Buyer shall be responsible for repairing, at Buyer's expense, any damage that may be visited upon the Real Estate as a result of Buyer's inspection(s), and Buyer shall ensure that any portion of the Real Estate that is disturbed by Buyer's evaluation of the Real Estate is returned to its pre-inspection condition.

(c) Buyer and Buyer's agents and contractors and others authorized by Buyer may enter the Real Estate, at any time and from time to time, to survey, inspect and test (including, but not limited to, the removal of soil samples) all or any portion of the Real Estate, all at Buyer's sole cost and expense. Seller will reasonably cooperate with Buyer and Buyer's agents to obtain at Buyer's sole expense information and satisfaction of the foregoing conditions, including, but not limited to, execution of government applications and forms and attendance at private and public meetings.

(d) Seller grants the Access Easement and Perpetual Easement to Buyer.

7. Title Commitment.

(a) Buyer shall cause Title Company to issue, within ten (10) days after the last of the Parties have executed this Agreement, a commitment for an ALTA Owner's Policy of Title Insurance (with said title policy of insurance being referred to herein as "Title Policy") in an amount to be determined by Buyer, and, if requested by Buyer, a commitment for an ALTA Mortgagee's Policy of Title Insurance (with said policy of insurance being referred to herein as "Loan Policy") in an amount to be determined by Buyer (collectively, the "Commitment"), together with legible copies of all instruments

evidencing those matters listed as exceptions in the Commitment, setting forth the state of title to the Real Estate as of the effective date of the Commitment, the Title Company's requirements to delete the standard printed exceptions in the title policy(ies), the results of a special tax search and committing to issue those endorsements reasonably required by Buyer. The Title Company shall deliver a copy of the Commitment to Seller and Buyer. Buyer is not required to object to any tax, judgment, mortgage or mechanics liens which may be shown on the Commitment (collectively "Monetary Liens"), all of which will be discharged at Closing at Seller's sole cost and expense.

(b) Buyer may file written objections to exceptions contained in the Commitment on or before the Feasibility Date, and no later than fifteen (15) days of Buyer's receipt of Buyer's ALTA Survey of the Real Estate. Upon receipt of such written objections, Seller shall have the right but not the obligation to use reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of thirty (30) days after receipt of notice thereof in which to do so (and, if necessary, the Closing Date shall be extended). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or objection. If Seller shall be unwilling or unable to remove or discharge such other liens, encumbrances or objections within such period, then Buyer may, at its option, no later than five (5) days after Seller notifies Buyer in writing of Seller's unwillingness or inability, either terminate this Agreement or accept title in its then-existing condition. If Buyer shall elect to terminate this Agreement, all deposit sums shall be returned to Buyer (including the Deposit), and this Agreement shall promptly terminate, with Seller and Buyer having no further right or obligation hereunder to the other. If Buyer fails to give written notice of objection to Seller on or before said fifteen (15) days, all matters reflected on the Commitment shall be deemed to be accepted by Buyer.

(c) On or before the Closing Date, Buyer and/or Seller may cause the Title Company to update the Commitment. If the updated Commitment contains exceptions which are not acceptable to Buyer, Buyer in its reasonable discretion, may file written objections thereto prior to the completion of Closing. If Buyer timely and properly files written objection to any such item, the same shall be treated in the same manner as a title defect pursuant to Section 7(a), above. If the updated Commitment contains no exceptions other than those reflected on the Commitment, or if Buyer fails to give written notice of new objections to Seller prior to completion of Closing, all matters reflected on the updated Commitment shall be deemed accepted by Buyer, and this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

8. Survey.

8.1 Buyer, at Buyer's sole cost and expense, shall be responsible for all survey costs for one or more surveys obtained by Buyer. All surveys and legal descriptions shall be approved by Buyer.

9. Additional Obligations of Seller.

9.1 Seller shall provide, if available, copies of the following documents to Buyer within five (5) days after Seller executes this Agreement:

(a) all plans, specifications, drawings, plats, permits, licenses, leases, subleases, notices, title policies, surveys, soil studies, EPA assessments, contracts, agreements, guarantees and warranties and all other due diligence, inspection reports and agreements with third parties for any and all matters pertaining to the Real Estate; and

(b) all plans, specifications, drawings, plats, permits, licenses, leases, subleases, notices, title policies, surveys, soil studies, EPA assessments, contracts, agreements, guarantees and warranties and all other due diligence and inspection reports pertaining to the development of the land surrounding the Real Estate, which shall include all writings detailing the obligations of the developer(s) of the Real Estate and land surrounding the Real Estate, and all proposed or finalized covenants, restrictions, easements and obligations intended to be imposed on the Real Estate or the land surrounding same (if any).

10. Real Estate Broker and Real Estate Agent Fees.

10.1 The Parties specifically represent to each other that no real estate agent or real estate broker has been utilized by either Party.

11. Risk of Loss.

11.1 Seller shall bear the risk of loss for the Real Estate up to and including the Closing Date. In the event the Real Estate is damaged or suffers casualty or diminution of value that, in the sole discretion of Buyer, materially alters the condition and value of the Real Estate, Buyer may voluntarily and unilaterally terminate this Agreement upon written notice to Seller, and all documents and the Deposit held by the Escrow Agent shall be returned to the Party depositing same, and each Party shall be relieved of all liabilities and obligations to the other, except for Buyer's obligations to Seller as outlined in Section 6(b)(iii) of this Agreement.

12. Notice.

12.1 Any and all communications and correspondence shall be directed as referenced below:

If to Seller: ARDAGH METAL PACKAGING USA CORP.
Attn: Ty Sibbitt, Esq.
Associate General Counsel North America
1608 Sawmill Parkway
Huron, Ohio 44839

If to Buyer: Stu Hamilton
Interim City Manager, City of Huron
417 Main Street
Huron, Ohio 44839

with a mandatory
copy to: Todd A. Schrader, Esq.
Law Director, City of Huron
c/o Seeley, Savidge, Ebert & Gourash
26600 Detroit Road – Third Floor
Westlake, Ohio 44145

13. Miscellaneous.

13.1 Buyer shall have possession of the Real Estate on the date title transfers to Buyer.

13.2 This Agreement constitutes the entire agreement between the Parties hereto with respect to the Real Estate and supersedes all prior and contemporaneous agreements, representations, warranties, promises and understandings.

13.3 Seller shall promptly notify Buyer in the event of any changes, modifications, damage or other materially adverse events that deserve to diminish the value of the Real Estate before the Closing Date. Seller shall maintain the current public liability and fire and extended coverage insurance with respect to the Real Estate up to and including the Closing Date.

13.4 No waiver by Seller or Buyer and no refusal or neglect of Seller or Buyer to exercise any right hereunder or to insist upon strict compliance with the terms of this Agreement shall constitute a waiver of any provision of this Agreement with respect to any subsequent breach thereof.

13.5 Seller's indemnities, representations, warranties and other obligations shall survive the closing and consummation of all transactions contemplated by this Agreement for one year and shall not be merged in the Deed.

13.6 The date of this Agreement shall be the last on which it is executed by a Party hereto.

13.7 Any and all claims, demands, causes of action, controversies, and disputes arising as a result of this Agreement shall be venued exclusively in the State Courts of Erie County, Ohio, and the Parties hereto hereby consent to the venue for any such case or controversy in the State Courts of Erie County, Ohio.

13.8 Notwithstanding any contrary provision of this Agreement, the Parties acknowledge and agree that each Party's obligations hereunder are expressly conditioned on the Huron City Council approving this Agreement by formal councilmatic action.

[Document Continued on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date(s) set forth below.

CITY OF HURON

ARDAGH METAL PACKAGING USA CORP

By: _____
Stuart Hamilton, Interim City Manager

By: _____
Name/Title: _____

Address: 417 Main Street
Huron, Ohio 44839

Address: 1608 Sawmill Parkway
Huron, Ohio

"Buyer"

"Seller"

Date: _____

Date: _____

Approved As To Form

By: _____
Todd A. Schrader, Esq.
Law Director, City of Huron

EXHIBIT A
Legal Description of Property

Erie County Permanent Parcel Numbers:

42-01021.002;

42-02021.000; and

42-02095.000

EXHIBIT B



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Amended Resolution No. 31-2025 (*submitted by Doug Steinwart*)
DATE: May 27, 2025

Subject Matter/Background

This resolution amends Resolution 31, 2025 adopted by Council on April 8, 2025. Subsequent to execution of the License Agreement by the parties on April 10, 2025, River Monster Tours LLC approached the City to request the addition of a water taxi service as an allowed use under the terms of the Agreement. The First Amendment to License Agreement includes terms that allow the use of the licensed property to load, unload and launch boat taxis in the Huron River under the same conditions provided for the river tours in the License Agreement. Insurance coverage must include coverage for permitting License to load, unload and launch boat taxis in the Huron River.

Terms of License Agreement

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. With authorization of the First Amendment to License Agreement, Licensee will also be permitted to load, unload and launch boat taxis in the Huron River.

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 2024 include: (1) increase of term from 4 months to 5 months; (2) approval from 1 to 2 sandwich board signs and added language relating to location of signs; and (3) off-season use of the marina hut for storage only.

Financial Review

There is no financial impact relating to the First Amendment itself, but the money received per the terms of the License Agreement will be deposited 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, follows normal administrative procedure and is properly before you.

Recommendation

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

[Resolution No. 31-2025 AMENDED River Monster Tours LLC License Agreement \\$2,710 \(1\).docx](#)

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

[Resolution No. 31-2025 AMENDED Exh B 1st Amendment River Monster Tours Licenase Agreement \(1\).docx](#)

AMENDED
RESOLUTION NO. 31-2025
Introduced by William Biddlecombe

AN AMENDED RESOLUTION AUTHORIZING THE CITY MANAGER'S EXECUTION OF A FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF HURON, OHIO AND RIVER MONSTER TOURS LLC AUTHORIZED BY RESOLUTION NO. 31-2025 ADOPTED ON APRIL 8, 2025, AS FOLLOWS:

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).

WHEREAS, the Huron City Council previously authorized execution of a License Agreement with River Monster Tours LLC through Resolution No. 31-2025 adopted on April 8, 2025; and

WHEREAS, the City was subsequently approached by River Monster Tours LLC with a request to amend the License Agreement dated April 10, 2025 (a copy of which is attached hereto as Exhibit "A"), to include water taxi services in addition to the boat tours contemplated in the original License Agreement; and

WHEREAS, both parties desire to amend the License Agreement dated April 8, 2025, to include water taxi services as an allowed use of the licensed premises; and

WHEREAS, Resolution No. 31-2025, adopted on April 8, 2025, must be amended to reflect the addition of water taxi services as an allowed use of the licensed premises.

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 First Amendment to License 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), and to further allow water taxi services as an allowed use of the licensed premises. Said First Amendment to License Agreement is to be substantially in the form of Exhibit "B" 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: _____

RESOLUTION NO. 31-2025

Introduced by Matt Grieves

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.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

08 APR 2025



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

By: 
Matthew Lasko, City Manager

Its: City Manager

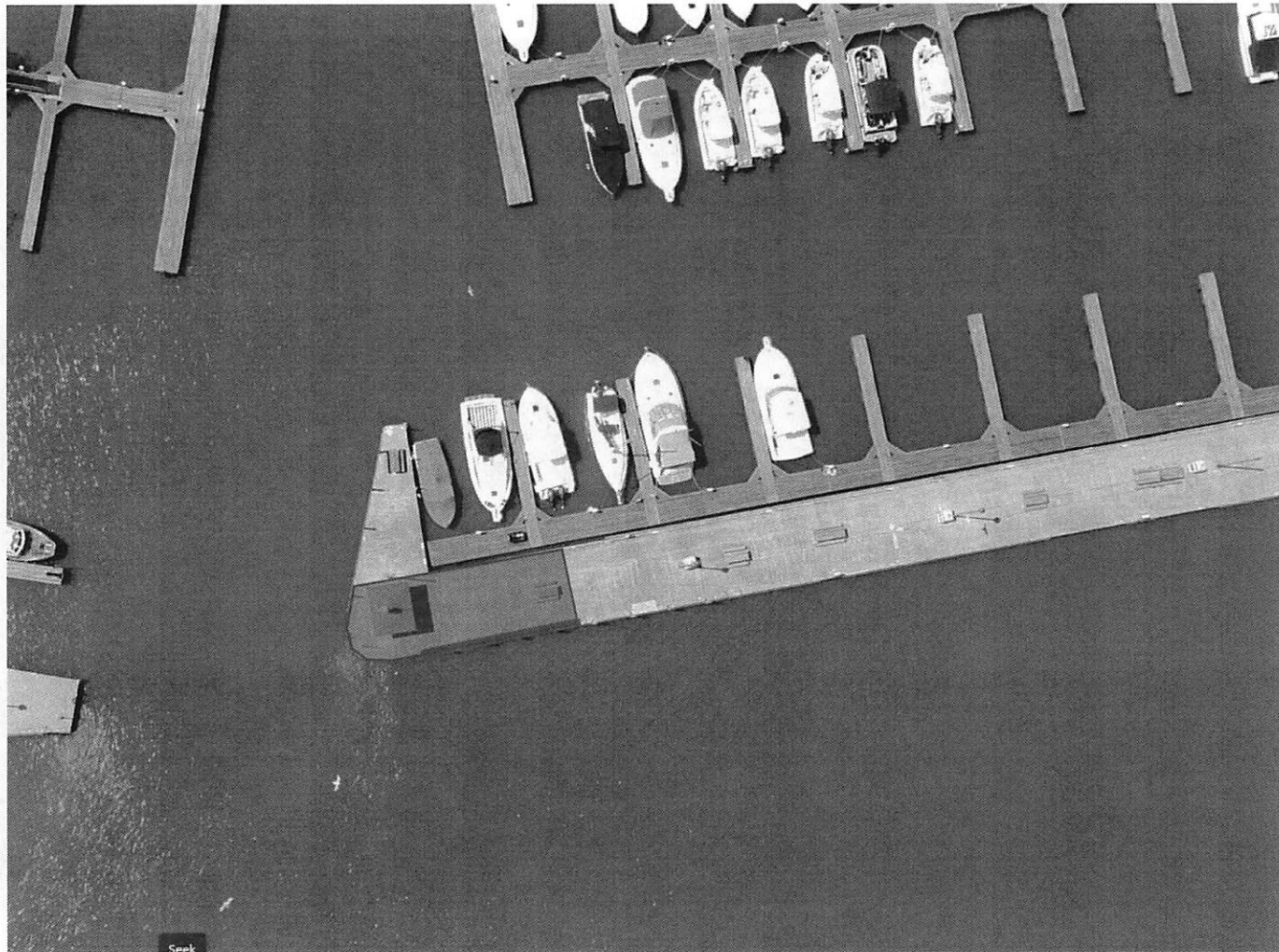
Date: 4/10/2025

River Monster Tours LLC

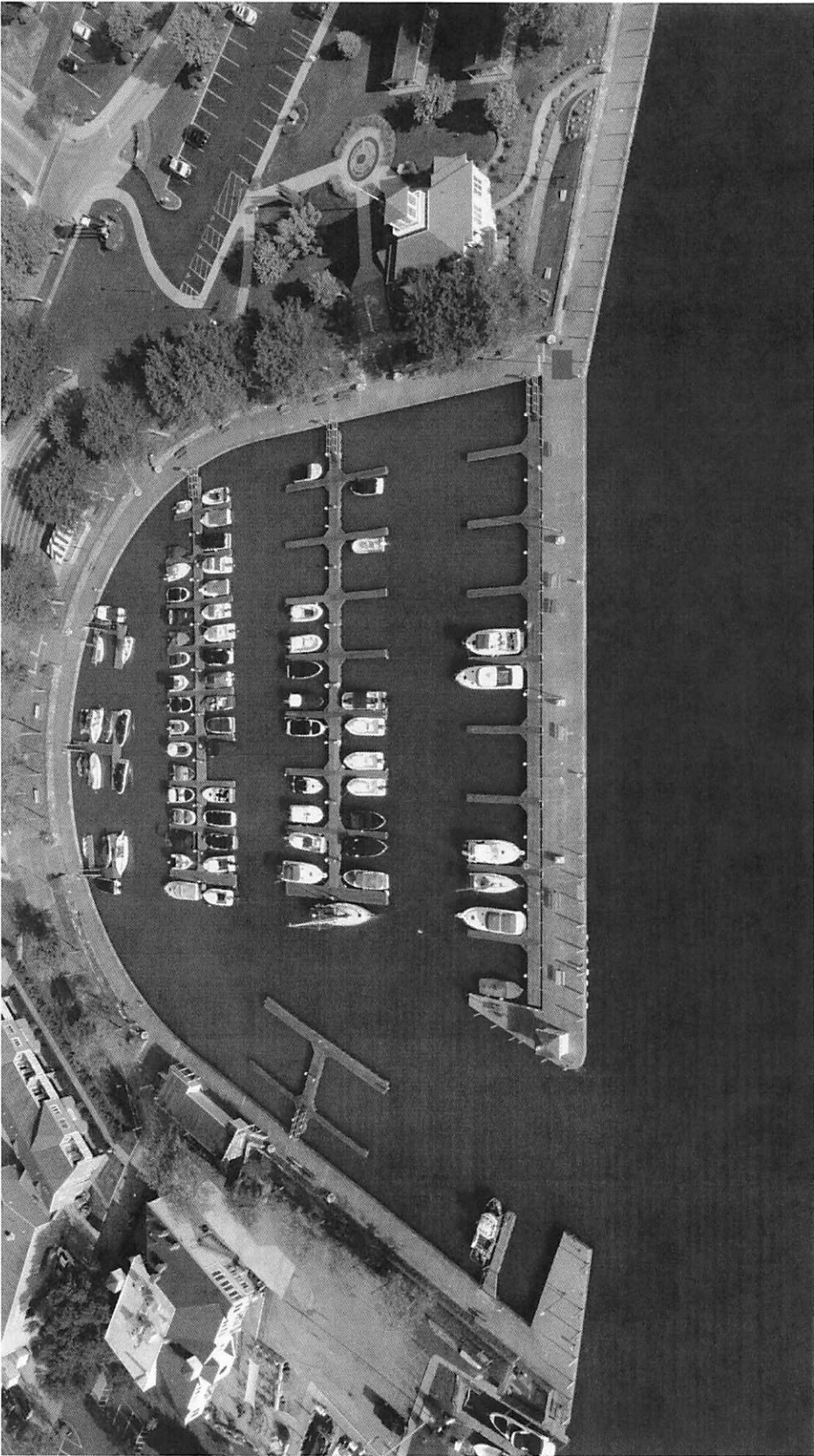
By: 

Date: 4/10/2025

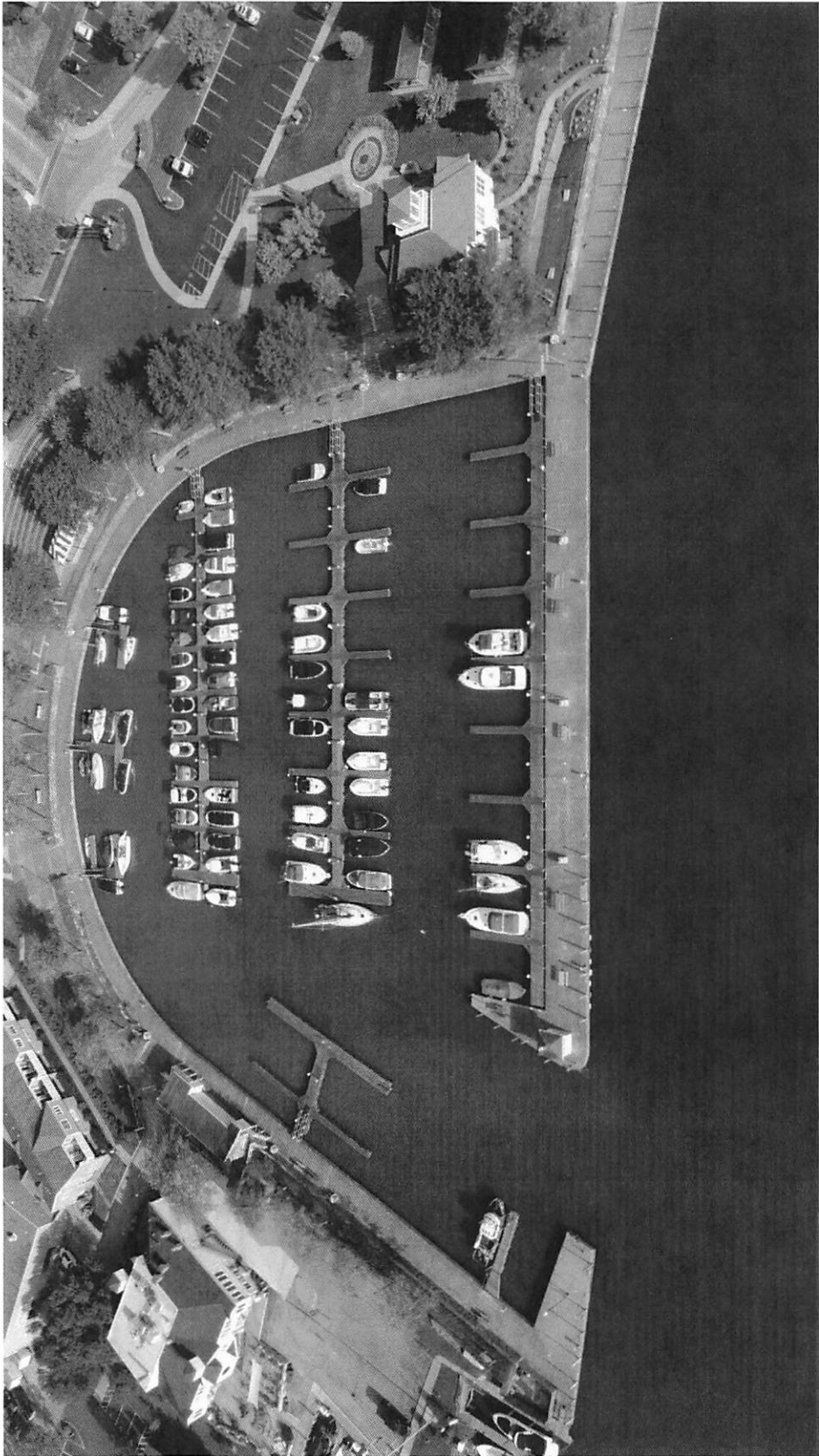
Exhibit "A"



SN1



SN2



FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (“Amendment”) 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 the “Licensee”), is to EVIDENCE THAT:

WHEREAS City and Licensee entered into a certain License Agreement dated April 10, 2025 (“License Agreement”). All capitalized terms in this Amendment have the same meaning as in the License Agreement unless otherwise stated herein.

WHEREAS the License Agreement granted a license to Licensee to utilize the City’s Property for the purposes of permitting Licensee to load, unload, and launch boat tours of the Huron River; and

WHEREAS the City and Licensee want to memorialize their mutual understanding of the License Agreement.

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

1. This Amendment is subject to all the terms and conditions as set forth in the License Agreement.
2. The license granted in the License Agreement includes the grant of a license from the City to the Licensee for Licensee to use the Property for the purposes of permitting Licensee to load, unload, and launch boat taxis in the Huron River.
3. Licensee’s use the Property to load, unload, and launch boat taxis in the Huron River are subject to all the terms and conditions contained in the License Agreement with respect to the Licensee’s right to load, unload, and launch boat tours of the Huron River, including, but not limited to, Licensee’s obligation to secure insurance under Section 10 of the License Agreement.
4. The Parties interpret the License Agreement and all insurance coverage required therein to cover Licensee’s use of the Property for the purposes of permitting Licensee to load, unload, and launch boat taxis in the Huron River.

[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: _____

By: _____

Stuart Hamilton, City Manager

Printed Name: _____

Its: _____

Date: _____

Date: _____



TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Resolution No. 42-2025 (*submitted by Jack Evans*)
DATE: May 27, 2025

Subject Matter/Background

AS SUBMITTED BY JACK EVANS, WATER SUPERINTENDANT:

The City recently solicited bids for the construction of a 2.0 MG (million gallon) Water Tower, which is to be located on a parcel at the end of Sawmill Parkway. This project is partially funded by a \$5,000,000.00 grant from the Department of Development. The remaining costs will be financed through a zero- or low-interest loan from the Water Supply Revolving Loan Account (WSRLA). Bids for the construction of the 2.0 MG Water Tower were opened on May 21, 2025.

The Engineer's Estimate for this project was \$9,000,000

Three Bids Were Received:

Landmark Structures - \$8,413,000.00

Caldwell Tanks - \$8,789,000.00

CB&I Storage Tank Solutions, LLC - \$9,885,017.00

The City intends to award the contract to Landmark Structures for an amount not to exceed \$8,413,000.00. Landmark Structures submitted lowest responsible bid and are recognized for their exemplary reputation in the industry.

Financial Review

This project will be paid for by \$5M in Federal grants, and the remainder will be financed via the Water Supply Revolving Loan Account (WSRLA) funds and accounted for in the Water Capital Fund.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 42-2025 is in order.

[Resolution No. 42-2025 Landmark Structures Bid Award 2MG Elevated Water Tank \\$8,413,000.docx](#)
[Resolution No. 42-2025 Exh 1 Kleinfelder Recommendation Letter.pdf](#)

RESOLUTION NO. 42-2025

Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND ENTER INTO AN AGREEMENT WITH LANDMARK STRUCTURES FOR CONSTRUCTION SERVICES RELATING TO THE 2.0 MG ELEVATED WATER TANK PROJECT IN THE AMOUNT OF EIGH FOUR HUNDRED THIRTEEN THOUSAND AND XX/100 DOLLARS (\$8,413,000.00).

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 Landmark Structures for construction services relating to the 2.0 MG Elevated Water Tank Project in the amount of Eight Million Four Hundred Thirteen Thousand and xx/100 Dollars (\$8,413,000.00) , 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.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



May 23, 2025

Stuart Hamilton
City Manager
The City of Huron
417 Main Street
Huron, OH 44839

Re: New 2.0 MG Elevated Tank
The City of Huron
Kleinfelder Job No. 24004188

Dear Mr. Hamilton:

On May 21, 2025, the City received bids regarding the above-named project and the results were as follows:

Company	Base Bid
Landmark Structures	\$8,413,000.00
Caldwell Tanks	\$8,789,000.00
CB&I Storage Tank Solutions, LLC	\$9,885,017.00*
Engineers Estimate	\$9,000,000.00
	*Corrected Bid Price

Landmark Structures submitted the lowest and best bid for the New 2.0 MG Elevated Tank project. We have worked with this company on previous projects, and we have reviewed their references and have found their work to be satisfactory. We recommend the contract be awarded to Landmark Structures, for having submitted the best and lowest bid. A bid tab is enclosed for your files.

A complete detailed tabulation of all bids will be available on our website at www.kleinfelderplanroom.com.

The project is to be substantially completed by September 1, 2027, following notification by the City for the Contractor to proceed with final completion by October 1, 2027.

We have attached a copy of the Lien Law which took effect January 1, 1992 for your use. The Lien Law requires that the public authority (Owner) prepare Public Notice of Commencement and make it readily available to the public. We normally suggest that it be posted on a public bulletin board and posted at the job site.

The person designated as receiving service of an affidavit under Section "5" of the Notice of Commencement may be any public official or administrator designated by the public entity. You may wish to consult with your legal counsel to complete this form.

Further, ORC 9.32 requires the contracting authority to simultaneously give notice of the award to the surety and agent of the surety on the contractor's bond. Failure to do so may prejudice the owner's right to proceed against the surety should that become necessary. Enclosed is a sample Notice to Surety which should be completed and sent out at the same time as a Notice of Award.



Mr. Stuart Hamilton
May 23, 2025
Page 2

H.B. 95 which took effect 1/1/04 includes a provision which requires a "political subdivision" to "verify" that the apparent lowest bidder for goods, services, or construction has not been issued a "finding for recovery" by the auditor of the state. In other words, it must be shown that the low bidder does not owe money to the state resulting from an audit performed on any public entity. The penalty for failing to check and "verify" that there is no finding of recovery on record with the auditor's office is that the bid, if awarded, will be voided. This verification can be completed online from the auditors' website (www.auditor.state.oh.us). The verification form should be downloaded and signed by an appropriate official with a copy forwarded to this office to be included with project contracts. The signed downloaded original should be retained for your records.

Should you have any questions, or require additional information, please do not hesitate to contact this office.

Sincerely,

KLEINFELDER, INC.

A handwritten signature in blue ink that reads "Thomas J. Borck". The signature is fluid and cursive, with the first and last names being clearly legible.

Thomas Borck, PE
Principal Professional

Enclosures

BID TABULATION

NEW 2.0 MG ELEVATED TANK

Kleinfelder Job Number: 24004188.001A



Bids Received: May 21, 2025 at 1:00 PM

Engineer's Estimate: \$9,000,000.00

Kleinfelder, Inc.
5201 Levis Commons Boulevard, Ste 5201
Perrysburg, OH 43551

Landmark Structures
1685 Harmon Road
Forth Worth, TX 78177

Caldwell Tank, Inc.
4000 Tower Road
Louisville, KY 40219

Ref. No.	Description	Estimated Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
1	12" Waterline and Fittings	33	LF	\$260.00	\$8,580.00	\$302.00	\$9,966.00
2	12" Gate Valves and Valve Box	1	EA	\$12,920.00	\$12,920.00	\$10,750.00	\$10,750.00
3	Fire Hydrant Assembly	1	EA	\$11,000.00	\$11,000.00	\$12,000.00	\$12,000.00
4	Connect to Existing Waterline	1	EA	\$16,000.00	\$16,000.00	\$17,950.00	\$17,950.00
5	Composite 2.0 MG Elevated Tank	1	EA	\$7,213,000.00	\$7,213,000.00	\$7,611,084.00	\$7,611,084.00
6	Control Valve and Internal Piping	1	EA	\$130,000.00	\$130,000.00	\$177,800.00	\$177,800.00
7	Tank Mixing and Aeration Systems	1	LS	\$143,000.00	\$143,000.00	\$153,000.00	\$153,000.00
8	Cathodic Protection System	1	LS	\$16,000.00	\$16,000.00	\$40,000.00	\$40,000.00
9	Electrical and Controls	1	LS	\$220,000.00	\$220,000.00	\$255,000.00	\$255,000.00
10	68" x 106" Elliptical RCP Culvert	1	LS	\$140,000.00	\$140,000.00	\$236,350.00	\$236,350.00
11	8" Non-Reinforced Concrete Pavement	600	SY	\$115.00	\$69,000.00	\$200.00	\$120,000.00
12	Site Work	1	LS	\$240,000.00	\$240,000.00	\$36,000.00	\$36,000.00
13	Mobilization, Demobilization, Bonds, and Insurance	1	LS	\$100,000.00	\$100,000.00	\$15,600.00	\$15,600.00
14	SCADA Allowance	1	LS	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
15	Electrical Service Allowance	1	LS	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00
TOTAL BASE BID PRICE AS SUBMITTED					\$8,413,000.00		\$8,789,000.00
CORRECTED BASE BID PRICE					\$8,413,000.00		\$8,789,000.00

BID TABULATION

NEW 2.0 MG ELEVATED TANK

Kleinfelder Job Number: 24004188.001A



Bids Received: May 21, 2025 at 1:00 PM

Engineer's Estimate: \$9,000,000.00

Kleinfelder, Inc.
5201 Levis Commons Boulevard, Ste 5201
Perrysburg, OH 43551

CB&I Storage Tank Solutions, LLC
14105 S. Route 59
Plainfield, IL 60544

Ref. No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	12" Waterline and Fittings	33	LF	\$355.00	\$11,715.00
2	12" Gate Valves and Valve Box	1	EA	\$12,646.20	\$12,646.20
3	Fire Hydrant Assembly	1	EA	\$14,118.00	\$14,118.00
4	Connect to Existing Waterline	1	EA	\$21,118.00	\$21,118.00
5	Composite 2.0 MG Elevated Tank	1	EA	\$8,496,725.00	\$8,496,725.00
6	Control Valve and Internal Piping	1	EA	\$209,353.00	\$209,353.00
7	Tank Mixing and Aeration Systems	1	LS	\$188,235.00	\$188,235.00
8	Cathodic Protection System	1	LS	\$39,117.80	\$39,117.80
9	Electrical and Controls	1	LS	\$295,294.00	\$295,294.00
10	68" x 106" Elliptical RCP Culvert	1	LS	\$278,059.00	\$278,059.00
11	8" Non-Reinforced Concrete Pavement	600	SY	\$235.00	\$141,000.00
12	Site Work	1	LS	\$64,724.00	\$64,724.00
13	Mobilization, Demobilization, Bonds, and Insurance	1	LS	\$19,412.00	\$19,412.00
14	SCADA Allowance	1	LS	\$80,000.00	\$80,000.00
15	Electrical Service Allowance	1	LS	\$13,500.00	\$13,500.00
TOTAL BASE BID PRICE AS SUBMITTED					\$9,885,000.00
CORRECTED BASE BID PRICE					\$9,885,017.00

**THE NEW MECHANIC'S LIEN LAW
PUBLIC PROJECTS
THE CLAIMANT'S PERSPECTIVE**

The parties involved in Public Projects will also benefit from the new law. While it is still a mechanic's lien, when public projects have been involved, the lien was always on the funds due the contractor and not upon the land of the public owner. Historically, the different liens had different filing procedures, different filing times, different requirements for information and even different methods of service. The new law has eliminated many of the differences while at the same time addressing problems that were unique to this type of lien.

The advantages for lien claimants are:

1. More people know you are working on the project.
More chance of payment without the need for lien.
2. The owner will have the right to pay direct.
3. The document needed to file a lien has been simplified.
4. The definitions used by surety companies are now the same as the mechanic lien definitions.
5. Service requirements have been relaxed.
6. Information needed to file a lien should be available to claimants through the PNOC.

The disadvantages are:

1. Additional paperwork
 - A. Request Public Notice of Commencement (PNOC)
 - B. Passing Public Notice of Furnishing (PNOF)
 - C. Preparing information to subcontractors and material suppliers.
2. Loss of lien rights for those who fail to furnish the Public Notice of Furnishing.
3. Loss of lien if lower tier subcontractors or material suppliers fail to serve their subcontractor.

Remember, the object of the new system is to avoid or do away with hidden liens. Public claims only affected the Principal Contractors. Therefore, the PNOF is only served upon the Principal Contractor.

EFFECTIVE DATE

All projects where the contract with the principal contractor is executed after January 1, 1992.

Because of the system of multiple primes used by the State and other public authorities, we could end up with the problem of having both old and new law on the same project. Know your principal contractor and know the date of his contract.

LIEN RIGHTS EXPANDED

There always were lien rights that existed in public projects that did not exist in private. Now the rights are very similar.

1. Demolition is new.
2. Suppliers of materials that were specifically designed or fabricated for the project but not incorporated and not readily resalable.

FILING TIME

The time for filing is no longer four (4) months after the claimant's last work. It has been changed to 120 days.

PUBLIC INFORMATION

The owner of the Public Project will have to prepare Public Notices of Commencement (PNOC). The PNOC's should be readily available to those requesting copies from the owner. Then PNOC, as in the case of private projects, should provide the information needed to file both a mechanic's lien and a claim against the contractor's bond.

CONTRACTOR INFORMATION - DISTRIBUTION

The name and address of the principal contractor should be passed to lower tier subcontractors and material suppliers as you enter into subcontract or send purchase orders.

PUBLIC NOTICE OF FURNISHING (PNOF)

The Public Notice of Furnishing is even simpler than the Notice of Furnishing required in private projects. A subcontractor or materialmen will serve the notice upon the principal contractor. Material suppliers and subcontractors in privity of contract with a principal contractor do not have to serve the notice. You do not serve owners, You do not serve construction managers.

1. When to Serve: Serve before or within 21 days after starting to provide material or perform work.

2. Service: As in private projects, serve the notice by hand, certified mail or by any means that results in a receipt.

Also, as in private projects, if you serve a PNOF late, the 21 day window allows you to serve the notice late and have it cover all future work and deliveries as well as the work and deliveries which took place within the 21 days prior to service.

PUBLIC AFFIDAVIT OF MECHANIC'S LIEN

AFFIDAVIT OF MECHANIC LIEN/CLAIM AGAINST FUNDS/ATTESTED ACCOUNT

The document claiming the lien has been simplified. It is now an affidavit that, among other things, states the balance due. The awkward and often defective itemized statement is gone. The affidavit is served upon the Public Owner along with evidence that the PNOF was served upon the principal contractor. Failure to provide the owner with evidence of service of the PNOF upon the principal contractor will result in a defective lien. After serving the owner, the affidavit should then be recorded.

Another provision indicates that when the claimant has a contract with a subcontractor, the subcontractor must also be served with a copy of the affidavit within 20 days of serving the affidavit upon the owner.

RIGHT TO DISPUTE

The principal contractor's right to dispute the claim has been expanded to 20 days after receipt of notice from the owner of the filing of the lien. If the lien claimant was obligated to serve a PNOF on the principal contractor, the failure to do so is reason to dispute the claim.

NOTICE TO COMMENCE

The right to give a lien claimant a notice to commence suit has been expanded to include subcontractors. The requirements have been reduced and the period for filing the suit has been expanded to 60 days.

BONDING

The definitions used in the bonding sections are now the same as the definitions used in the mechanic lien sections. A worrisome problem of inconsistent definitions that confused both the public and the courts has been eliminated.

IV. New Prompt Payment Provisions

A. Purpose of the Prompt Payment Provisions

- 1) Promotes prompt payment to subcontractors and suppliers once the owner pays the original contractor by imposing 18% interest rate on retained funds beginning after ten (10) calendar days.
- 2) Prompt payment provisions cannot be contracted away since such contractual provisions will be regarded as void as against public policy.

B. Coverage of the Prompt Payment Provisions

- 1) All general contractors, subcontractors and suppliers are covered by the prompt payment requirements.

C. Exemptions

- 2) Does not apply to construction of one, two, or three family residential dwellings.

D. How it Works

- 1) If subcontractor or supplier requests payment in time to allow general contractor to include the request in his pay request to the owner, the general contractor shall pay to the subcontractor within ten 10 days of receiving payment from the owner:
 - an amount equal to the percentage of completion allowed by the owner for the amount of labor or work performed by the subcontractor.
 - or in the case of the supplier an amount equal to that portion of the general contractor's invoice for materials which represents materials provided by the supplier.
 - EXCEPT that the general contractor may reduce the amount paid to the subcontractor pursuant to any retainage provision in the contract between the general and the subcontractor AND withhold amounts necessary to resolve disputed liens or claims involving the work of that particular subcontractor or supplier.
 - failure by the general contractor to make the prompt payment triggers the accrual of 18% interest per annum beginning on the eleventh (11th) day.
- 2) The same procedure applies down the line between each

successive layer of subcontractors (i.e. a timely demand for payment triggers prompt payment provisions).

- 3) The same procedure applies to payment of retainage by the owner to the general contractor and from the general contractor to the subcontractors.

E. Attorney's Fees

- 1) If payment is not made within thirty (30) days a civil action may be filed to recover payment, 18% interest and attorney fees. The court shall award the prevailing party attorney's fees.

[illegible]

2. The Public Authority will be commencing a public improvement identified as follows:

3. The following lists the name, address and trade of each of the principal contractors working on this public improvement:
 - a. Name:
Address:

Trade:
Date of First Executed:
Contract for the Public:
Improvements:

4. The following lists the names and addresses of the sureties for all of those principal contractors:
 - a. Principal Contractor:
Name and Address of Surety:

5. For the purpose of serving an affidavit pursuant to Revised Code '1311.26, service may be made upon the following representative of the Public Authority:

Name:

Title:

Address:

FURTHER AFFIANT SAYETH NAUGHT.

Signature

SWORN TO BEFORE ME and subscribed in my presence this ___ day of
, 20____.

Notary Public

[SEAL]

NOTICE OF SURETY (RC '9.32)

Notice is hereby given to _____
(name and address of surety on contractor's bond)

surety, and _____
(name and address of agent for surety)

agent for surety, that on _____ 20 ____, the _____

City/County/Village of _____, Ohio awarded a contact for the
_____ of a public improvement owned by
(construction, demolition, alteration, repair, reconstruction)

said City/County/Village to _____
(name and address of contractor)

on whose bond for said contract the names of the aforementioned surety and agent appear.

Owner

By _____
Finance Director/Auditor/Village Clerk/Treasurer

Date



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Motion
DATE: May 27, 2025

Recommendation

[Proposed Municipal 2026 Municipal Tax Budget.pdf](#)

City of Huron

2026 Proposed Tax Budget

Fund		2026 Estimated Revenue					2026 Estimated Appropriation			2026 Estimated Unencumbered Ending Balance
		Unencumbered Beg. Balance	Real Estate Property Taxes	Local Govt. (County)	Other Revenue	Total Revenue	Personnel Services	Other Expenses	Total	
110	General Fund	\$ 1,462,304	\$ 461,420	\$ 142,099	\$ 5,683,789	\$ 6,287,308	\$ 2,709,649	\$ 3,789,561	\$ 6,499,210	\$ 1,250,403
111	Special Warrants	\$ 8,703	\$ -	\$ -	\$ 3,200	\$ 3,200	\$ 498	\$ -	\$ 498	\$ 11,405
201	Garbage, Recycling and Yard Waste	\$ 64,422	\$ -	\$ -	\$ 1,063,978	\$ 1,063,978	\$ -	\$ 1,089,567	\$ 1,089,567	\$ 38,833
202	Property Maintenance	\$ 112,413	\$ -	\$ -	\$ 164,594	\$ 164,594	\$ -	\$ 108,000	\$ 108,000	\$ 169,007
207	Parks and Recreation	\$ 332,809	\$ -	\$ -	\$ 656,970	\$ 656,970	\$ 387,851	\$ 277,455	\$ 665,306	\$ 324,474
210	Boat Basin Fund	\$ 342,998	\$ -	\$ -	\$ 199,393	\$ 199,393	\$ 97,773	\$ 82,662	\$ 180,435	\$ 361,956
211	Huron Parks Foundation	\$ 9,601	\$ -	\$ -	\$ 4,000	\$ 4,000	\$ -	\$ 6,000	\$ 6,000	\$ 7,601
212	Street Maintenance Fund	\$ 229,219	\$ -	\$ -	\$ 763,142	\$ 763,142	\$ 445,116	\$ 451,893	\$ 897,009	\$ 95,351
213	State Highway Fund	\$ 1,729	\$ -	\$ -	\$ 36,879	\$ 36,879	\$ 37,625	\$ -	\$ 37,625	\$ 983
214	Special Fire Levy Fund	\$ 465,968	\$ 716,880	\$ -	\$ 2,212,855	\$ 2,929,735	\$ 2,206,580	\$ 894,701	\$ 3,101,281	\$ 294,422
215	Street Lighting Levy Fund	\$ 301,924	\$ -	\$ -	\$ 167,000	\$ 167,000	\$ 27,478	\$ 163,563	\$ 191,041	\$ 277,883
216	Court Computer Fund	\$ 51,850	\$ -	\$ -	\$ 16,000	\$ 16,000	\$ -	\$ 16,000	\$ 16,000	\$ 51,850
217	Court Capital Projects	\$ 204,173	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ 50,000	\$ 50,000	\$ 169,173
218	Indigent Alcohol Treatment	\$ 188,311	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ -	\$ 1,000	\$ 1,000	\$ 194,811
219	Enforcement/Education Fund	\$ 17,508	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 5,000	\$ 5,000	\$ 15,008
220	Police Resource Officer Fund	\$ 223	\$ -	\$ -	\$ 87,740	\$ 87,740	\$ 86,918	\$ -	\$ 86,918	\$ 1,046
222	Indigent Drivers Interlocking	\$ 98,980	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 1,000	\$ 1,000	\$ 102,980
224	K9 Fund	\$ 40,100			\$ 16,000	\$ 16,000	\$ -	\$ 16,000	\$ 16,000	
225	Marine Patrol Grant	\$ 40,414	\$ -	\$ -	\$ 46,055	\$ 46,055	\$ 26,127	\$ 27,286	\$ 53,413	\$ 33,056
227	ARPA Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
232	Opioid Settlement Fund	\$ 61,606	\$ -	\$ -	\$ 23,003	\$ 23,003	\$ -	\$ -	\$ -	\$ 84,609
270	Mandatory Fine Trust	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1
271	Contraband Forfeiture Trust	\$ 5,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,920
272	Probation Fund	\$ 10,198	\$ -	\$ -	\$ 51,500	\$ 51,500	\$ 48,786	\$ 1,150	\$ 49,936	\$ 11,762
274	Fire Pension Fund	\$ 17,580	\$ 59,876	\$ -	\$ 286,002	\$ 345,878	\$ 356,366	\$ 890	\$ 357,256	\$ 6,203
275	Police Pension Fund	\$ 101,266	\$ 90,904	\$ -	\$ 220,002	\$ 310,906	\$ 276,822	\$ 1,381	\$ 278,203	\$ 133,968
277	Economic Development	\$ 13,656	\$ -	\$ -	\$ 3,550	\$ 3,550	\$ -	\$ 15,000	\$ 15,000	\$ 2,206
298	Employee Benefit Reserve	\$ 219,030	\$ -	\$ -	\$ 79,500	\$ 79,500	\$ 54,025	\$ -	\$ 54,025	\$ 244,505
299	Employee Benefit Reserve Water	\$ 98,454	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 13,235	\$ -	\$ 13,235	\$ 90,219
301	G.O. Bond Retirement	\$ 17,800	\$ -	\$ -	\$ 866,822	\$ 866,822	\$ -	\$ 859,809	\$ 859,809	\$ 24,813
401	Capital Improvement Fund	\$ 57	\$ -	\$ -	\$ 2,650,000	\$ 2,650,000	\$ -	\$ 2,617,500	\$ 2,617,500	\$ 32,557
403	Capital Equipment Reserve	\$ 674,367	\$ -	\$ -	\$ 461,000	\$ 461,000	\$ -	\$ 520,000	\$ 520,000	\$ 615,367
420	Rye Beach TIF	\$ 12,148	\$ -	\$ -	\$ 35,916	\$ 35,916	\$ -	\$ 35,392	\$ 35,392	\$ 12,672
421	Sawmill Creek Improvement TIF	\$ -	\$ -	\$ -	\$ 165,545	\$ 165,545	\$ -	\$ 165,545	\$ 165,545	\$ -
422	Sawmill Creek Public Infrast. TIF	\$ 76,383	\$ -	\$ -	\$ 284,455	\$ 284,455	\$ -	\$ 235,250	\$ 235,250	\$ 125,588
602	Water Debt Retirement	\$ 41,902	\$ -	\$ -	\$ 1,135,000	\$ 1,135,000	\$ -	\$ 1,171,983	\$ 1,171,983	\$ 4,919
603	Water Capital Improvement	\$ 55,829	\$ -	\$ -	\$ 770,000	\$ 770,000	\$ -	\$ 735,000	\$ 735,000	\$ 90,829
604	Water Fund	\$ 1,243,803	\$ -	\$ -	\$ 3,280,986	\$ 3,280,986	\$ 1,624,285	\$ 2,249,399	\$ 3,873,684	\$ 651,105
605	Storm Water Fund	\$ 110,965	\$ -	\$ -	\$ 89,000	\$ 89,000	\$ 26,310	\$ 69,281	\$ 95,591	\$ 104,373
652	Electric Debt Retirement	\$ 10,547	\$ -	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ 382,150	\$ 382,150	\$ 28,397

Fund		2026 Estimated Revenue					2026 Estimated Appropriation			2026 Estimated Unencumbered Ending Balance
		Unencumbered Beg. Balance	Real Estate Property Taxes	Local Govt. (County)	Other Revenue	Total Revenue	Personnel Services	Other Expenses	Total	
653	Electric Capital Fund	\$ 3,500	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ 100,000	\$ 3,500
654	Electric Fund	\$ 746,727	\$ -	\$ -	\$ 6,409,900	\$ 6,409,900	\$ 225,086	\$ 6,321,879	\$ 6,546,965	\$ 609,662
655	Community Infrastructure Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
701	Computer Repair/Maintenance	\$ 55,740	\$ -	\$ -	\$ 45,000	\$ 45,000	\$ -	\$ 50,900	\$ 50,900	\$ 49,840
703	Healthcare	\$ 438,038	\$ -	\$ -	\$ 1,870,663	\$ 1,870,663	\$ 2,235,530	\$ 1,229	\$ 2,236,759	\$ 71,943
804	Credit Memo Fund	\$ 5,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,650
850	Developers Deposits Fund	\$ 4,080	\$ -	\$ -	\$ 18,134	\$ 18,134	\$ -	\$ 22,214	\$ 22,214	\$ 1
860	Huron Area Joint Rec. District	\$ -	\$ -	\$ -	\$ 475,675	\$ 475,675	\$ -	\$ 475,675	\$ 475,675	\$ 0
863	State Patrol Fund	\$ 22,662	\$ -	\$ -	\$ 18,000	\$ 18,000	\$ -	\$ 18,000	\$ 18,000	\$ 22,662
870	Fire Damaged Structure Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
876	Huron Rescue Squad Fund	\$ 56,246	\$ -	\$ -	\$ 12,100	\$ 12,100	\$ -	\$ 4,000	\$ 4,000	\$ 64,346
899	Unclaimed Monies Fund	\$ 28,327	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,327
	TOTAL ALL FUNDS	\$ 8,106,132	\$ 1,329,080	\$ 142,099	\$ 30,908,349	\$ 32,379,528	\$ 10,886,059	\$ 23,033,314	\$ 33,919,373	\$ 6,566,287

City of Huron

Comparable Statements

FY2023-FY2025

Fund	2025 Estimated Expenditures			2024 Actual Expenditures			2023 Actual Expenditures		
	Personnel Services	Other Expenses	Total	Personnel Services	Other Expenses	Total	Personnel Services	Other Expenses	Total
110 General Fund	\$ 2,630,727	\$ 4,128,473	\$ 6,759,200	\$ 2,432,533	\$ 3,881,662	\$ 6,314,195	\$ 2,132,986	\$ 3,806,354	\$ 5,939,340
111 Special Warrants	\$ 483	\$ -	\$ 483	\$ 1,081	\$ -	\$ 1,081	\$ 771	\$ -	\$ 771
201 Garbage, Recycling and Yard Waste	\$ -	\$ 1,040,215	\$ 1,040,215	\$ -	\$ 1,099,778	\$ 1,099,778	\$ 36,516	\$ 906,686	\$ 943,203
202 Property Maintenance	\$ -	\$ 156,310	\$ 156,310	\$ -	\$ 60,047	\$ 60,047	\$ -	\$ 1,880	\$ 1,880
207 Parks and Recreation	\$ 376,554	\$ 321,934	\$ 698,488	\$ 390,002	\$ 224,434	\$ 614,436	\$ 371,504	\$ 343,266	\$ 714,770
210 Boat Basin Fund	\$ 94,925	\$ 362,431	\$ 457,356	\$ 103,451	\$ 233,022	\$ 336,474	\$ 73,221	\$ 70,618	\$ 143,839
211 Huron Parks Foundation	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ 1,797	\$ 1,797	\$ -	\$ 9,260	\$ 9,260
212 Street Maintenance Fund	\$ 432,152	\$ 497,335	\$ 929,487	\$ 367,154	\$ 332,952	\$ 700,106	\$ 381,930	\$ 336,445	\$ 718,374
213 State Highway Fund	\$ 36,529	\$ 2,000	\$ 38,529	\$ 30,854	\$ 17,000	\$ 47,854	\$ 28,707	\$ 20,000	\$ 48,707
214 Special Fire Levy Fund	\$ 2,142,311	\$ 1,006,360	\$ 3,148,672	\$ 2,182,971	\$ 662,911	\$ 2,845,882	\$ 1,968,509	\$ 991,766	\$ 2,960,276
215 Street Lighting Levy Fund	\$ 26,678	\$ 189,381	\$ 216,058	\$ 28,294	\$ 138,521	\$ 166,815	\$ 7,292	\$ 135,133	\$ 142,426
216 Court Computer Fund	\$ -	\$ 77,058	\$ 77,058	\$ -	\$ 9,995	\$ 9,995	\$ -	\$ 8,927	\$ 8,927
217 Court Capital Projects	\$ -	\$ 52,000	\$ 52,000	\$ -	\$ 2,199	\$ 2,199	\$ -	\$ 3,075	\$ 3,075
218 Indigent Alcohol Treatment	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
219 Enforcement/Education Fund	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 3,536	\$ 3,536	\$ -	\$ 4,087	\$ 4,087
220 Police Resource Officer Fund	\$ 89,648	\$ -	\$ 89,648	\$ 83,414	\$ -	\$ 83,414	\$ 73,577	\$ -	\$ 73,577
222 Indigent Drivers Interlocking	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
224 K9 Fund	\$ -	\$ 16,000	\$ 16,000						
225 Marine Patrol Grant	\$ 1,094	\$ 20,063	\$ 21,157	\$ 23,349	\$ 12,592	\$ 35,941	\$ 26,114	\$ 20,017	\$ 46,131
227 ARPA Grant Fund	\$ -	\$ 173,182	\$ 173,182	\$ -	\$ 64,870	\$ 64,870	\$ -	\$ 123,882	\$ 123,882
232 Opioid Settltment Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
270 Mandatory Fine Trust	\$ -	\$ 53	\$ 53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
271 Contraband Forfeiture Trust	\$ -	\$ 3,085	\$ 3,085	\$ -	\$ 2,312	\$ 2,312	\$ -	\$ 2,610	\$ 2,610
272 Probation Fund	\$ 47,365	\$ 1,150	\$ 48,515	\$ 41,352	\$ 715	\$ 42,067	\$ 39,380	\$ 249	\$ 39,629
274 Fire Pension Fund	\$ 345,986	\$ 890	\$ 346,876	\$ 316,202	\$ 747	\$ 316,949	\$ 305,356	\$ 691	\$ 306,047
275 Police Pension Fund	\$ 268,759	\$ 1,326	\$ 270,085	\$ 208,417	\$ 1,102	\$ 209,520	\$ 204,999	\$ 1,019	\$ 206,019
277 Economic Development	\$ -	\$ 67,822	\$ 67,822	\$ -	\$ 49,355	\$ 49,355	\$ -	\$ 58,223	\$ 58,223
298 Employee Benefit Reserve	\$ 52,451	\$ -	\$ 52,451	\$ 83,945	\$ -	\$ 83,945	\$ 87,387	\$ -	\$ 87,387
299 Employee Benefit Reserve Water	\$ 12,850	\$ -	\$ 12,850	\$ 15,908	\$ -	\$ 15,908	\$ 28,961	\$ -	\$ 28,961
301 G.O. Bond Retirement	\$ -	\$ 864,595	\$ 864,595	\$ -	\$ 920,727	\$ 920,727	\$ -	\$ 820,624	\$ 820,624
401 Capital Improvement Fund	\$ -	\$ 14,103,633	\$ 14,103,633	\$ -	\$ 2,780,792	\$ 2,780,792	\$ -	\$ 3,505,400	\$ 3,505,400
403 Capital Equipment Reserve	\$ -	\$ 477,862	\$ 477,862	\$ -	\$ 229,235	\$ 229,235	\$ -	\$ 1,173,526	\$ 1,173,526
420 Rye Beach TIF	\$ -	\$ 79,392	\$ 79,392	\$ -	\$ 30,282	\$ 30,282	\$ -	\$ 9,686	\$ 9,686
421 Sawmill Creek Improvement TIF	\$ -	\$ 165,893	\$ 165,893	\$ -	\$ 158,658	\$ 158,658	\$ -	\$ 3,964,325	\$ 3,964,325
422 Sawmill Creek Public Infrast. TIF	\$ -	\$ 235,650	\$ 235,650	\$ -	\$ 828,468	\$ 828,468	\$ -	\$ 1,060,103	\$ 1,060,103
602 Water Debt Retirement	\$ -	\$ 443,248	\$ 443,248	\$ -	\$ 218,104	\$ 218,104	\$ -	\$ 267,752	\$ 267,752
603 Water Capital Improvement	\$ -	\$ 12,172,728	\$ 12,172,728	\$ -	\$ 2,793,850	\$ 2,793,850	\$ -	\$ 1,377,589	\$ 1,377,589
604 Water Fund	\$ 1,576,976	\$ 2,255,414	\$ 3,832,390	\$ 1,447,161	\$ 1,366,553	\$ 2,813,713	\$ 1,381,265	\$ 1,781,648	\$ 3,162,913
605 Storm Water Fund	\$ 25,544	\$ 75,260	\$ 100,804	\$ 20,843	\$ 26,224	\$ 47,067	\$ 19,469	\$ 62,511	\$ 81,980
652 Electric Debt Retirement	\$ -	\$ 389,453	\$ 389,453	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,980
653 Electric Capital Fund	\$ -	\$ 2,600,000	\$ 2,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,980
654 Electric Fund	\$ 218,530	\$ 6,228,971	\$ 6,447,501	\$ 232,359	\$ 4,388,465	\$ 4,620,824	\$ 256,106	\$ 4,288,930	\$ 4,545,036
655 Community Infrastructure Fund	\$ -	\$ 422,527	\$ 422,527	\$ -	\$ 184	\$ 184	\$ -	\$ 129,219	\$ 129,219
701 Computer Repair/Maintenance	\$ -	\$ 90,029	\$ 90,029	\$ -	\$ 48,338	\$ 48,338	\$ -	\$ 26,991	\$ 26,991
703 Healthcare	\$ 2,170,417	\$ 1,170	\$ 2,171,587	\$ 1,373,281	\$ 1,167	\$ 1,374,448	\$ 1,160,986	\$ 155	\$ 1,161,141
804 Credit Memo Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (34)	\$ (34)
850 Developers Deposits Fund	\$ -	\$ 22,214	\$ 22,214	\$ -	\$ 6,329	\$ 6,329	\$ -	\$ 1,188	\$ 1,188
860 Huron Area Joint Rec. District	\$ -	\$ 465,413	\$ 465,413	\$ -	\$ 453,242	\$ 453,242	\$ -	\$ 444,122	\$ 444,122
863 State Patrol Fund	\$ -	\$ 19,123	\$ 19,123	\$ -	\$ 8,257	\$ 8,257	\$ -	\$ 15,312	\$ 15,312
870 Fire Damaged Structure Fund	\$ -	\$ -	\$ -	\$ -	\$ 22,578	\$ 22,578	\$ -	\$ -	\$ -
876 Huron Rescue Squad Fund	\$ -	\$ 20,500	\$ 20,500	\$ -	\$ 9,076	\$ 9,076	\$ -	\$ 13,603	\$ 13,603
899 Unclaimed Monies Fund	\$ -	\$ -	\$ -	\$ -	\$ 1,068	\$ 1,068	\$ -	\$ -	\$ -
TOTAL ALL FUNDS	\$ 10,549,980	\$ 49,277,142	\$ 59,827,122	\$ 9,382,571	\$ 21,091,146	\$ 30,473,717	\$ 8,585,037	\$ 25,786,836	\$ 34,371,873



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 41-2025 (*submitted by Stuart Hamilton*)
DATE: May 27, 2025

Subject Matter/Background

This legislation seeks Council's affirmation of the appointment of Mr. Isaac Phillips for the position of Finance Director. If approved, Mr. Phillips will begin employment with the City on June 30th with an annual salary of \$100,000.00. Mr. Phillips has both governmental and private sector finance background. Mr. Phillips currently serves as the Fiscal Officer for the AVR Fire District in Attica, OH, as well as for the Village of Attica, Ohio.

Financial Review

The salary of the new Finance Director falls within the current range established by Council, at \$100,000, and is accounted for in the annual budget. The finance director's salary is allocated to various special revenue and enterprise fund accounts in addition to the General Fund.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 41-2025 is in order.

[Resolution No. 41-2025 Isaac Phillips Finance Director Appointment \(1\).docx](#)

RESOLUTION NO. 41-2025
Introduced by: Mark Claus

A RESOLUTION APPROVING THE APPOINTMENT OF ISAAC PHILLIPS AS FINANCE DIRECTOR OF THE CITY OF HURON, EFFECTIVE JUNE 30, 2025.

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

SECTION 1. The Huron City Council hereby approves the appointment of Isaac Phillips as Finance Director pursuant to Article 5, Section 2 of the Huron City Charter, at an annual salary of \$100,000.00, plus benefits.

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: _____
Terri S. Welkener, Clerk of Council

ADOPTED: _____