



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

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, February 24, 2026 @ 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. Mayor's Proclamation** Proclamation commemorating the 85th Anniversary of the Rotary Club of Huron.
- IV. Approval of Minutes**
 - IV.a** Minutes of the February 10, 2026 regular Council meeting.
- V. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- VI. Old Business**
- VII. New Business**
 - VII.a** Resolution No. 10-2026 (*submitted by Doug Steinwart*)
A resolution authorizing a License Agreement with the Huron Baseball and Softball Program, Inc. to utilize Andrew L. Fabens Memorial Park baseball fields and concession for the 2026 season.
 - VII.b** Resolution No. 11-2026 (*submitted by Stuart Hamilton*)
A consent resolution for ODOT's removal of snow and ice and to use snow and ice control material on State Highways within the City corporate limits and authorizing the City to enter into an agreement with ODOT for snow and ice removal; and giving consent for ODOT to perform certain maintenance and/or repair on State highways within the City corporation and authorizing the City to enter into an agreement with ODOT for certain maintenance and/or repair.
- VIII. City Manager's Discussion**
- IX. Mayor's Discussion**
- X. For the Good of the Order**
- XI. Executive Session(s)**
- XII. Adjournment**



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Resolution No. 10-2026 (*submitted by Doug Steinwart*)
DATE: February 24, 2026

Subject Matter/Background

AS SUBMITTED BY DOUG STEINWART, PARKS & RECREATION DIRECTOR:

We are requesting adoption of a resolution authorizing an agreement between the City of Huron and the Huron Baseball and Softball Program for the 2026 season. This agreement would grant a license for the Huron Baseball and Softball Program, Inc. to utilize Fabens Park baseball /softball fields (# 1 – 7) and concession stand from April 6, 2026 through July 25, 2026. The use of the concession stand will be extended past the field use to October 1, 2026. The HBSP program will operate the concession stand during the City of Huron fall baseball and softball program. The times and dates in this agreement are representative of last year’s agreement with some minor adjustments. The estimated fees from this contract will be approximately \$4500.00. The Huron Baseball and Softball Program will pay a fee of \$875.00 for exclusive rights to the fields. This fee is due prior to the start of the contract. These fees include utilities, Storage Shed, utility vehicle and the participation fee for each child in the program. I am requesting that City Council please review and consider this request for the 2026 program season. The Health Department fee of \$557.00 will be paid by HBSP separately.

Financial Review

This legislation aligns with previous years operation of the fields and the budgeted revenue expected from the baseball and softball seasons.

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. 10-2026 is in order.

[Resolution No. 10-2026 Fabens Baseball and Softball Program Agr \\$4,500.docx](#)

[Resolution No. 10-2026 Exh A Huron Baseball & Softball Program Agreement \\$4,500 \(1\).docx](#)

RESOLUTION NO. 10-2026

Introduced by Mark Claus

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

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

SECTION 1. That the City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio to grant a license with the Huron Baseball and Softball Program, Inc. for the use of Fabens Park baseball fields and concession stand from April 6, 2026 through July 25, 2026, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

AGREEMENT

This Agreement is made between the City of Huron, Ohio, hereinafter called “City” and the Huron Baseball and Softball Program, hereinafter called “Licensee” for the purpose of holding a Baseball and Softball Program at Fabens Park from April 6, 2026 through July 25, 2026.

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City hereby grants a license to Licensee to use the City-owned property known as “Fabens Park”, including its baseball fields, for the events set forth in the schedule attached hereto and made a part hereof as Exhibit A, for the site of the Huron Baseball and Softball Program from April 6, 2026 through July 25, 2026. The granted license shall be in accordance with Codified Ordinance §165.03.

2. Cost:

- a. The Licensee shall pay the Exclusive Field Rights Reservation Fee for seven (7) fields (#’s 1-7) in the amount of Eight Hundred and Seventy-Five Dollars (\$875.00), which amount shall be paid prior to commencing practice and playing on City’s fields.
- b. In addition to the Field Rights Reservation Fee as set forth in Section 2a, Licensee shall pay to the City a Facility Usage by Volume of Participation Fee of \$5.00 per participant in accordance with Ordinance §165.03.
- c. Licensee shall pay to the City a negotiated Concession Stand fee in Section 8(g) below.
- d. Licensee shall pay to the City a rental storage fee in Section 8(h) below.
- e. Licensee shall pay to the City a Toro utility vehicle rental fee in Section 8(i) below.
- f. Unless otherwise outlined in this Agreement, all fees shall be paid to the City no later than September 1, 2026.

3. The City shall have the option to terminate or modify this Agreement and license in the event the property being leased to the Licensee becomes unavailable by reason of the construction of public improvements on said property by the City. The decision as to whether or not the property is unavailable shall be decided by the Huron City Administration, notice of the

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

4. The City shall also notify the Licensee as soon as it can reasonably be done, of any impending public works construction that might adversely affect the use of the property by the Licensee.

5. The City shall further have the right to terminate this Agreement, for any reason, upon ten (10) days written notice to Licensee.

6. The City shall also notify, at any time, the Licensee upon the scheduling of any special event(s), tournament(s) or program(s) that may conflict with any Licensee event, field, or concession stand usage. Any tournaments hosted at Fabens Park will be scheduled on Fridays, Saturdays and Sundays for the specified week. No Games or practices may be scheduled by the Licensee during these tournaments. Scheduled city tournaments are listed on Exhibit C.

7. The Licensee agrees to defend, indemnify and hold the City harmless from any and all actual or threatened acts, actions, causes of action, claims, costs, demands, expenses, fees, fines, judgments, losses or suits arising or claimed to arise from its use or the use by participants, workers and spectators of the Licensee of Fabens Park ball fields, parking areas and concession stand as authorized by this Agreement and shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000) bodily injury and death; Fifty Thousand Dollars (\$50,000) property damage, which policies shall name City as an additional named insured. Licensee shall furnish City with evidence that the required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, prior to the opening event and a copy of such shall herein be attached and incorporated as Exhibit B. Such policy shall include a 30-day cancellation clause. This indemnification shall include all costs of defense, including reasonable attorneys' and expert witness fees, and shall also extend to use of any City equipment by the Licensee.

8. Licensee further agrees as follows:

- a. Licensee agrees the use of fields shall be from 3:00 p.m. until dark Mondays through Fridays and 8:00 am until 1:00 pm on Saturdays. Licensee agrees that this use includes only fields #1 through #7.
- b. Licensee agrees other leagues/teams may utilize the Fabens Park fields for the duration of the Agreement during the hours not reserved to the Licensee or as individually scheduled and listed on Exhibit B.
- c. Huron Parks and Recreation shall have the Fabens Park fields prepared with bases and mounds on or before April 15, 2026, weather permitting.
- d. Huron Parks and Recreation shall be responsible for the maintenance of all fields and infrastructure at Fabens Park; provided, however, Licensee shall be responsible for setting up the fields for play by performing all actions needed to make the fields ready for play on game days, including but not

limited to, dragging the infield, marking the base lines and foul lines, setting the bases and the like.

- e. City agrees to appoint a liaison between the City of Huron and the Huron Baseball and Softball Program, Inc.
- f. Licensee agrees to leave the park in the condition it was found prior to each use (i.e. clean fields and dugouts after use). The Licensee understands that if the park is not left in the manner it was presented, the Licensee will be charged for any damages or clean up. Any equipment damaged and in need of repair during the use by the Licensee will be repaired by the Licensee to the condition in which it was presented.
- g. As negotiated, the parties agree that Licensee will not be charged a rental charge for the use of the concession stand. In consideration, Licensee agrees to be financially responsible for any incurred utility bills for the duration of the contract and will remit Five Hundred Fifty-Seven and xx/100 Dollars (\$557.00) to the City for the cost of the Health Department Permit. The Licensee will clean the concession stand throughout and at the conclusion of the summer season. The Licensee agrees to accept all responsibility of the building and any concession items served to any individual. The Licensee accepts full responsibility for any action taken because of any product sold. The City of Huron is not liable for any action taken on the Licensee. Notwithstanding the term of this agreement terminating on July 25, 2026 as to use of fields, Licensee may continue to use the concession stand up to and including October 1, 2026.
- h. Lease Agreement: The City will provide storage space on site for storage of equipment consistent with activities related to Licensee. Storage for this purpose is secondary to the needs of the City and the City will make reasonable accommodations to assist Licensee in utilizing the storage. Said storage is anticipated by the City to be needed by Licensee during all months of this Agreement. This Agreement shall convey from the City to Company a Lease for the storage of said property. Company understands and affirms that the storage facility is not monitored by the City and Company assumes the risk of loss when utilizing the storage facility. At any time during this Agreement, the City reserves the right to rescind any access privilege afforded to Company by way of keycode, or key access to said storage facility. Should Licensee desire to utilize the lease option the cost of such option shall be Four Hundred Dollars (\$400.00), payable in a one-time payment payable upon Licensee's notice of its intent to execute the lease option. Licensee shall notify the City of its intent to exercise the lease option no later than April 5, 2026. The cost of the lease is non-refundable and shall not be prorated in the event of Company's early termination of the lease option.

- i. Rental Agreement: The City will rent a 2015 Toro Workman Utility Vehicle (the “Vehicle”) to Licensee for the 2026 season. The rental fee for the Vehicle is One Thousand Dollars (\$1,000.00) for the 2026 rental period from April 6, 2026 through July 25, 2026. In addition to the rental fee, Licensee agrees to pay Fifty Percent (50%) of any Vehicle service or repairs (other than routine maintenance) in excess of Five Hundred Dollars (\$500.00). The City will provide all routine maintenance for the Vehicle. All additional services or repairs required to the Vehicle will be scheduled by the City of Huron and billed to Licensee. Licensee agrees that the City may use the Vehicle at any time during the Rental Term. Notwithstanding the foregoing, the City will make every effort to avoid using the Vehicle during times when Lessee expects to have access to the Vehicle during the Rental Term.
- j. At Licensee’s request, the City grants Licensee the limited authority to utilize said property as the host site for the North Coast Girls Softball League Tournament during the regular scheduled season as cited in subsection (1) herein. During the period of any subcontract pursuant to this section, whether written or unwritten, Licensee shall remain bound by the terms of this Agreement. The City shall accept no liability pursuant to any subcontract by Licensee for the use of the property for this limited purpose. In addition to the fees otherwise set forth in this Agreement, Licensee shall be liable for a tournament fee of Five Hundred Dollars (\$500.00) per week for this limited subcontract.
- k. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW, ORDERS, GUIDANCE, RULES AND REGULATIONS. Licensee and all employees, agents, contractors, and any other persons subject to their direction and control shall **strictly** comply with all federal, state, and local laws, orders, instructions, requirements, guidance, and any other safeguards, including those related to any and all communicable diseases, including COVID-19. Licensee agrees to be solely responsible for ensuring that the activities covered by this Agreement will be operated, run, managed, and conducted in a manner consistent with all applicable all federal, state, and local laws, orders, instructions, requirements, guidance, and any other safeguards, including those related to COVID-19, and will coordinate with the Erie County Department of Health to ensure the same. Licensee understands that its use of the property will expose the it and its employees, agents, contractors and other persons subject to its control to a risk of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19), including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist, and **KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE CITY**, and assumes full responsibility for any such risk which may occur at the property. Licensee further **AGREES TO INDEMNIFY, RELEASE,**

AND HOLD HARMLESS the City, and its officials, agents, and/or employees (“RELEASEES”), WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, ACTIONS, ETC. OF ANY TYPE FOR ANY ALLEGED INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE CITY OR OTHERWISE, to the fullest extent permitted by law.

9. The rights and authority conveyed through this License shall not be assignable or transferable by either party. This License shall not be recognized as valid, unless otherwise specified herein, for any sublease, subcontract or conveyance to another party regardless of whether said sublease, subcontract or conveyance is in exchange for compensation.

10. This License constitutes the entire Agreement between the parties and supersedes all prior or written agreements or understandings. This agreement shall only be amended in writing signed by both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, all parties have set their hands to duplicate copies of this Agreement on this _____ day of _____, 2026.

LICENSEE

CITY OF HURON, OHIO

President, Huron Baseball and
Softball Program

Stuart Hamilton, City Manager

EXHIBIT A: SCHEDULE OF EVENTS

EXHIBIT B: INSURANCE RIDER

EXHIBIT C: CITY SCHEDULED TOURNAMENTS

2026 – Tournaments @ FABENS

MAY

Sat-Sun May 23 - 24 Baseball
Fri-Sun May 29 - 31 Baseball

JUNE

Fri-Sun June 5 - 7 Softball
Fri-Sun June 12 -14 Baseball
Sat-Sun June 27 - 28 Softball

JULY

Sat-Sun July 11 - 12 Baseball
Sun July 19 Softball

**AUG-
SEPT**

Sat-Sun Aug 22 - 23 Fall Ball
Sat-Sun Aug 29 - 30 Fall Ball
Sat-Sun Sept 12 – 13 Fall Ball
Sat-Sun Sept 19 – 20 Fall Ball



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 11-2026 (*submitted by Stuart Hamilton*)
DATE: February 24, 2026

Subject Matter/Background

This consent legislation is a precursor to the actual maintenance agreements which will follow. This legislation is allowing ODOT to maintain within the City limits. The maintenance agreements define who is responsible for what throughout the City.

Financial Review

There is no financial impact from this legislation.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 11-2026 is in order.

[Resolution No. 11-2026 ODOT Consent Legislation Snow Removal and Maintenance.docx](#)

RESOLUTION NO. 11-2026

(introduced by Tom Harris)

A RESOLUTION GIVING CONSENT OF THE CITY OF HURON FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE CITY CORPORATE LIMITS AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR SNOW AND ICE REMOVAL; AND GIVING CONSENT OF THE CITY OF HURON FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM CERTAIN MAINTENANCE AND/OR REPAIR ON STATE HIGHWAYS INSIDE THE CITY CORPORATION AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR CERTAIN MAINTENANCE AND/OR REPAIR.

WHEREAS, pursuant to Section 723.01 of the Ohio Revised Code, the City of Huron is responsible for the care, supervision and control of the public highways within their municipal corporation; and

WHEREAS, pursuant to Section 5501.41 of the Ohio Revised Code, the Director of the Ohio Department of Transportation (“ODOT”) may, upon consent of the legislative authority of the municipal corporation, remove snow and ice and use snow and ice control material on State Highways within the corporate limits of the municipal corporation; and

WHEREAS, the Director of Transportation, under Section 5511.01 of the Revised Code of Ohio, may, upon the consent of the legislative authority of the municipal corporation, perform maintenance and/or repair on the State Highways within the corporate limits of the municipal corporation; and

WHEREAS, pursuant to Section 5535.15 of the Ohio Revised Code, a municipal corporation may maintain or improve any section of a road under the control of the State when such maintenance or improvement is declared reasonably necessary by Council and when the City certifies to the State that the funds necessary for such maintenance or improvement are available; and

WHEREAS, portions of State Highway Nos. US6, SR2, and SR13 lie within the City of Huron, Erie County upon which ODOT is willing to perform snow and ice removal and apply snow and ice control material for the City as long as an agreement is entered into; and

WHEREAS, portions of State Highway Nos. US6, and SR2 lie within the City of Huron, Erie County upon which ODOT is willing to perform certain maintenance and repair for the City as long as an agreement is entered into; and

WHEREAS, portions of State Highway No. US6 lie outside the City limits upon which the City is willing to perform certain maintenance and repair for ODOT as long as an agreement is entered into; and

WHEREAS, this Resolution is not intended to and shall not supersede any section of the Ohio Revised Code pertaining to the responsibilities of the City and ODOT regarding any other maintenance and repair or responsibilities pertaining to the roads under their respective jurisdictions.

WHEREAS, the work proposed to be authorized under this Resolution shall be restricted to, if an Agreement is entered into, the removal of snow and ice and the use of snow and ice control material on State Highways within the corporate limits of the City but shall not include the removal of snow and ice and the use of snow and ice control material on driveways, parking areas, and intersecting roads and streets,

and, may include if an Agreement is entered into, the maintenance and/or repair of the State Highways within the corporate limits of the City; and

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

SECTION I: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to remove snow and ice and use snow and ice control material on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION II: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to perform certain maintenance and/or repair on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION III: It is hereby declared to be a reasonable necessity and in the public interest that the consent of said City be, and such consent is hereby given, if an agreement is entered into, for the City to perform certain maintenance and/or repair on any State Highway outside the city corporation limits listed in the agreement in accordance with the standard practices of ODOT.

SECTION IV: It is hereby declared that the City has all funds necessary to perform the maintenance and repair on a portion of the State Highway as set forth in the agreement.

SECTION V: The City Manager is authorized to enter into any agreement with ODOT for the removal of snow and ice and the use of snow and ice control material and for the mutual performance of certain maintenance and/or repair of the State Highways as determined by the City and ODOT.

SECTION VI: That the Clerk is hereby directed to furnish the Director of ODOT with a certified copy of this Resolution immediately upon execution.

SECTION VII: That this Resolution shall take effect and be in force at the earliest time allowed by law.

Adopted: _____

Attest: _____ Clerk _____, Mayor

CERTIFICATE OF COPY

City of Huron

ss:

County of Erie, Ohio

I, Terri S. Welkener, as Clerk of the City of Huron, Ohio, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the council of said City on the 24th day of February, 2026; that the publication of such Resolution has been made and certified of record according to law; and that no proceedings looking to a referendum upon such Resolution have been taken.

I have hereunto subscribed my name and affixed my official seal this _____ day of February, 2026.

(SEAL)

City of Huron, Ohio Clerk