



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, March 10, 2026 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

- I. Public Hearing** Public Hearing on the Application of Holiday Harbor Marina to rezone 1.3698 acres of vacant land (PPN: 42-02091.000, which has been combined into PPN: 42-00710.000) from its current R-3 Multi-Family Residential District to B-3 General Business District.
 - I.a** Call to Order
 - I.b** Roll Call
 - I.c** Swear in Witnesses
 - I.d** Witness Testimony
 - I.e** Adjourn Public Hearing

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

- III. Roll Call of City Council**

- IV. Approval of Minutes**
 - IV.a** Minutes of the February 24, 2026 regular Council meeting.

- V. Presentation** Jennifer Buch, Director of the Huron Public Library, will provide Council with an update on the services available to the public at the library.

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

- VII. Old Business**

- VIII. New Business**
 - VIII.a** Ordinance No. 2026-1 (**first reading**) (*submitted by Christine Gibboney*)
An ordinance amending the official zoning map of the City of Huron to rezone approximately 1.3698 acres of vacant land (formerly PPN: 42-02091.000; now part of PPN: 42-00710.000) owned by Holiday Harbor Marina Inc. from its current R-3 (Multi-Family Residential District) to B-3 (General Business District).
 - VIII.b** Ordinance No. 2026-2 (**first reading**) (*submitted by Christine Gibboney*)
An ordinance amending Chapter 901 (Excavations) of the City of Huron Codified Ordinances.
 - VIII.c** Ordinance No. 2026-3 (**first reading**) (*submitted by Terry Graham*)
An ordinance establishing a video policy for the Huron Police Department.
 - VIII.d** Ordinance No. 2026-4 (*submitted by Isaac Phillips*)

An ordinance providing for the issuance and sale of bonds in the maximum principal amount of \$2,500,000 to pay costs of improving a portion of US-6 located in the City of Huron by constructing, reconstructing, resurfacing, paving, grading, draining and making other improvements and, in connection therewith, constructing and reconstructing, as necessary, one or more roundabouts, curbs, gutters, sidewalks, concrete aprons, storm sewers, catch basins and related drainage facilities, and replacing or adding signage, lighting and traffic signals, together with all necessary related and improvements and appurtenances thereto, all as designated in the plans for the US 6 Phase II Project approved or to be approved by Council.

VIII.e Ordinance No. 2026-5 (*submitted by Stuart Hamilton*)

An ordinance authorizing a First Amendment to Real Estate Purchase Agreement and Escrow Instructions with Triban Investment LLC relating to the manner of the sale of the former ConAgra property (Erie County, Ohio PPN: 42-61270.001) to extend expiration of the Feasibility Date to August 3, 2026.

VIII.f Ordinance No. 2026-6 (*introduced by Stuart Hamilton*)

An ordinance authorizing one or more amendments to Ordinance No. 2010-37 in order to remove certain areas of real property within the City (specifically, the former ConAgra property) from Community Reinvestment Area II, describing the revised boundaries of Community Reinvestment Area II and authorizing certain technical amendments related thereto.

VIII.g Ordinance No. 2026-7 (*presented by Stuart Hamilton*)

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

VIII.h Resolution No. 12-2026 (*submitted by Stuart Hamilton*)

A resolution authorizing an agreement with OHM Advisors for the provision of construction engineering and inspection services relating to the US 6 Phase II Project in the amount of \$226,180.

VIII.i Resolution No. 13-2026 (*submitted by Doug Steinwart*)

A resolution authorizing submission of an appropriations request application to US Senator John Husted's FY27 Congressionally Directed Spending (CDS) relating to the Huron Boat Basin Renovation Project in the amount of \$2,900,000, and further authorizing acceptance of the grant should the application be successful.

VIII.j Resolution No. 14-2026 (*submitted by Doug Steinwart*)

A resolution authorizing submission of an appropriations request application to US Congresswoman Marcy Kaptur's FY27 Congressionally Directed Spending (CDS) relating to the Huron Boat Basin Renovation Project in the amount of \$2,900,000, and further authorizing acceptance of the grant should the application be successful.

VIII.k Resolution No. 15-2026 (*submitted by Chief Kevin McGraw*)

A resolution ratifying submission of a grant application to the Ohio Bureau of Workers Compensation Safety Intervention Grant for the purchase of Chest Compression Systems for the Huron Fire Department in an amount not to exceed \$16,631.36.

VIII.l Resolution No. 16-2026 (*submitted by Jack Evans*)

A resolution authorizing Change Order #1 from Landmark Structures relating to the 2.0 MG Elevated Water Tank Project in the amount of \$35,000.

VIII.m Resolution No. 17-2026 (*submitted by Jack Evans*)

A resolution authorizing Change Order #1 from Landmark Structures relating to the 2.0 MG Elevated Water Tank Project in the amount of \$35,000.

VIII.n Resolution No. 18-2026 (*submitted by Jack Evans*)

A resolution authorizing an agreement with NECO Water for the purchase of six (6) large water meters and related equipment at a cost of \$29,766.

VIII.o Motion

Motion to appoint Michael Hamrock as a member of the Utilities Committee, effective immediately.

IX. City Manager's Discussion

X. Mayor's Discussion

XI. For the Good of the Order

XII. Executive Session(s)

XIII. Adjournment



TO: Mayor Tapp & Members of City Council
FROM: Christine Gibboney, Planning & Zoning Manager
RE: PC Recommendation: Rezoning of a portion of 42-00710.000 from R-3 to B-3
DATE: January 22, 2026

Zoning District: R-3 Multi-Family Residential

Parcel No.: 42-00710.000 (1.3698 Portion)

Existing Land Use: 1.3698 Acres/Vacant Land

Traffic Considerations: N/A -No Frontage

Owner: Holiday Harbor Marina
944 South Main Street
Huron OH 44839

Project Description-Rezoning

Rezoning application for a 1.3698-acre portion of property previously owned by Zion Lutheran Church PPN 42-02091.000, which was purchased by Holiday Harbor Marina and combined into their existing parcel PPN42-00710.000. This portion is currently zoned R-3 Multi-Family Residential; the applicant is seeking to rezone this portion to B-3 General Business to conform with the existing zoning of their property.

APPLICABLE CODE SECTIONS :

1139.06 Zoning District Changes and Zoning Regulation Amendments

Planning Commission Recommendation:

At their regular meeting of 1-21-26, the Planning Commission recommended approval of the rezoning application, as submitted to rezone a 1.3698 acre portion of PPN 42-00710.000 from the current R-3 zoning to B-3 General Business.

Attachments:

Rezoning Application
Recorded Legals

**City of Huron
Planning and Zoning Department
417 Main St. Huron, Ohio 44839
P: 419-433-5000
F: 419-433-5120**



**RE-ZONING PROCEDURE
OUTLINE AND APPLICATION
Codified Ordinance Section 1139.06**

This application is used to request consideration for the re-districting/re-zoning of a property. Prior to the submission of an application, a **meeting with the Planning & Zoning Department is required for review of the proposed re-districting/re-zoning.**

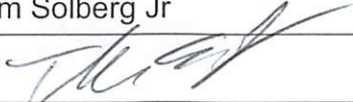
The completed application will be submitted to the Planning & Zoning Department along with the non-refundable application fee of \$250.00. The following is an estimated timeline of the process from Planning Commission to City Council.

1. Completed application, documentation, and fee submitted to the Planning & Zoning Department.
2. Application will be placed on the next regular meeting agenda of the Planning Commission. The Planning Commission *may* hold a Public Hearing for this application. The Public Hearing could be held at this meeting or the Planning Commission may set a date for a Public Hearing at a future meeting.
3. Public Hearings require: Legal Notice to be published at least 10 days prior to the Public Hearing Date. If the application intends to rezone/redistrict ten (10) or less parcels of land, notifications will be mailed to properties within 100', contiguous to, and directly across the street from such parcel proposed to be rezoned, at least twenty (20) days before the Planning Commission Public Hearing Date.
4. Planning Commission will hold the Public Hearing and then make their recommendation on the rezoning request.
5. Report and recommendation will be provided to City Council at their (City Council's) next regularly scheduled meeting; City Council will set a Public Hearing Date.(at least thirty (30) days from their receipt of Planning Commission's recommendation)
6. City Council will hold the Public Hearing and then take final legislative action (Ordinance).

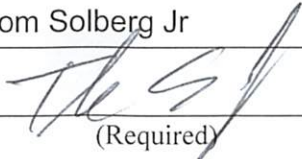
The following must be attached to this application:

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 100' 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): Tom Solberg Jr

APPLICANT SIGNATURE: 

PROPERTY OWNER NAME (Print): Tom Solberg Jr

PROPERTY OWNER SIGNATURE: 
(Required)

DO NOT WRITE BELOW THIS LINE

Date Completed Application Received: 12-10-25

Zoning Department Representative: CMB

Date to Planning Commission: 1/21/26

City of Huron
Planning and Zoning Dept.
417 Main St., Huron, Ohio 44839
P: 419-433-5000
F: 419-433-5120



Lot Split/Combination Process Checklist

The following steps must be completed in order for a parcel of land less than five (5) acres to be subdivided or to have lots combined:

___ Set an appointment to meet with the City of Huron Planning & Zoning Department for preliminary review of lot size and lot width requirements of the zoning district in which your proposed lot split or combination (s) will be located. All lots must have frontage on an approved public right-of-way, not a private access easement. Application may require approval by the Planning Commission, subject to their monthly meeting schedule.

___ In areas without existing utilities: Check with the Erie County Health Department at 419-626-5623 to verify that a sewage system installation permit can be obtained for your proposed lot(s). Check with the City Engineering Department cityengineer@huronohio.us to verify that utilities can be installed for your proposed lot.

___ Have a survey prepared for the proposed lot (s) by a registered surveyor. All survey plats and legal descriptions must conform to the Ohio Administrative Code Sections 4733-37 to 4733-37-07. Further, the plat shall also show the existing lot lines, existing buildings and proposed setbacks from the existing structures to the proposed lot lines.

___ Submit the survey plats and legal descriptions for your proposed lot split/combination (s) to the Erie County Engineer's Office for approval. The County Engineer's Office will stamp the plats and legal descriptions. After the County Engineer's Office, submit survey plats and legal descriptions to the City of Huron Planning & Zoning Department for their approval.

___ Complete Box #1 of the affidavit form on the opposite side of this brochure and have the signatures notarized.

___ Submit the affidavit form with Box #1 completed along with processing fee, approved survey plats, legal descriptions and new original deeds for the proposed lot split/combination (s) to the City Planning & Zoning Department. The planner will check the proposed lot (s) for conformity with City zoning requirements. If approved, the planner will then sign Box #2 on the affidavit form on the opposite side of this brochure and the survey plats and legal descriptions. As prescribed by State statute, the City of Huron Planning & Zoning Department has seven (7) working days to review and process your submission. The Planning Department will notify you when your application has been processed or you may check periodically within the seven (7) working days to see if it is completed.

___ If your submission is approved, you must then file it within 60 days at the Erie County Tax Map Office which is located on the second floor of the Erie County Office Building, 247 Columbus Avenue, Sandusky, Ohio 44870.

Owner Information

Property Owner Name: Holiday Harbor Marina, Inc.

Full Address: 944 Main Street, Huron, Ohio 44839

Phone: 419-433-2140

Email: hmr@holidayharbor.com

Property Information

Provide address and/or Parcel Numbers of all applicable parcels involved in the application & attach Erie County Auditor aerial maps: 42-00710.000; 42-02091.000

Provide a brief description (lot split?, lot combo?):

Lot combo

Contact the Planning & Zoning Department to set an appointment for the required preliminary review.

City of Huron
Planning & Zoning Department
417 Main Street
Huron, OH 44839
(419) 433-5000 ext. 1302, 1303

AFFIDAVIT FOR CREATING A SUBDIVISION OF LAND INVOLVING FIVE (5) LOTS OR LESS

BOX #1

PROPERTY OWNER'S AFFIDAVIT

All signatures must be obtained by the property owner or property owner's agent.

Address of Property or Properties involved: **944 Main Street & 0 Main Street, Huron, OH 44839**

State of Ohio, County of Erie Holiday Harbor Marina, Inc., 944 Main Street, Huron, Ohio 44839
 (Property Owner's Name and Address)

Being duly sworn, upon his oath depose and say that: 419-433-2140
(Phone #)
 (His, Her, Our)

1. The proposed division of land is along an existing public road and involves no openings, widening or extensions of any street or roads;
2. No more than five (5) lots are involved after the entire original parcel has been subdivided; and
3. The property has been surveyed by a registered surveyor and is as set forth on the accompanying plat and legal description; two (2) copies of which shall show all information required for instruments of conveyance in Erie County including those standards contained in Sections 4733-37 to 4733-37-07 of the Administrative Code of the State of Ohio.

 Property Owner's Signature

 Property Owner's Signature

Notary (to be obtained by the property owner or property owner's agent)

Sworn to before me and subscribed in my presence this 17 day of November 2025.

Notary Signature & Seal



Caroline L. Cottrell
 Notary Public, State of Ohio
 My Commission Expires:
 April 11, 2026

BOX #2

CITY OF HURON PLANNING & ZONING DEPARTMENT

I, hereby certify, that the lot or lots being created meet all requirements of the City of Huron Zoning Code.

 Planning & Zoning Department

11/20/25
 Date of Signature

To be completed by the City of Huron Planning & Zoning Department

The Planning & Zoning Department hereby certifies that the lot or lots being created are not contrary to applicable platting, subdividing, or zoning regulations.

Approval Signature:	
Date of Approval:	<u>11-20-25</u>
Floodplain Determination	
Flood Zone:	
Date of Map:	
Field Determination Required:	YES NO

Parcel "A"
1.3698 Acres

Being situated in the State of Ohio, County of Erie, Huron Township, Section No. 1 Part Lot 28 now in the City of Huron and being more definitely described as follows:

Commencing at a stone found, marking the Northeast corner of North Port Subdivision (PV 50 PG 60-61), the same being the Northwest corner of a parcel owned by Holiday Harbor Marina, Inc. (RN 200502267); Thence South $88^{\circ}50'33''$ East along the North line of said Holiday Harbor parcel, a distance of 54.74 feet to a 1/2" iron pin, set and the point of beginning;

- (1) Thence North $02^{\circ}50'03''$ West a distance of 401.42 feet to a 1/2" iron pin, set;
- (2) Thence North $51^{\circ}53'22''$ East a distance of 166.65 feet to a 1/2" iron pin, set on the West line of a parcel owned by Holiday Harbor Marina, Inc. (RN 200502267);
- (3) Thence South $01^{\circ}52'54''$ East along the West line of said Holiday Harbor parcel, a distance of 506.64 feet to a railroad spike found on the North line of said Holiday Harbor parcel;
- (4) Thence North $88^{\circ}50'33''$ West along the North line of said Holiday Harbor parcel, a distance of 127.94 feet to the point of beginning, containing 1.3698 acres, more or less, but being subject to all legal highways, easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in July 2025. The bearings were based on ODOT VRS.

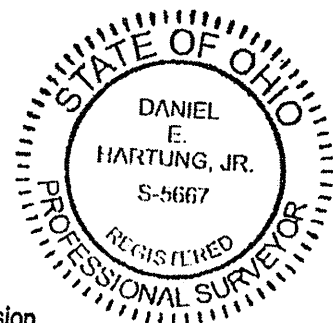
Daniel E. Hartung Jr., PE, PS

CERTIFIED TO CONFORM WITH
ERIE COUNTY SURVEY REQUIREMENTS

Eric B. Rodick 08/01/25
Erie County Engineer/Surveyor Date

Approved by Huron City Planning Commission
Alex Rasmussen
Zoning Inspector

11-20-25
Date



Parcel "B"
Combined Acreage
32.8404 Acres

Being situated in the State of Ohio, County of Erie, Huron Township, Section No. 1 Part Lots 27 & 28 now in the City of Huron and being more definitely described as follows:

Beginning at a stone found, marking the Northeast corner of North Port Subdivision (PV 50 PG 60-61), the same being the Northwest corner of a parcel owned by Holiday Harbor Marina, Inc. (RN 200502267);

- (1) Thence South $88^{\circ}50'33''$ East along the North line of said Holiday Harbor parcel; a distance of 54.74 feet to a $1/2''$ iron pin, set;
- (2) Thence North $02^{\circ}50'03''$ West a distance of 401.42 feet to a $1/2''$ iron pin, set;
- (3) Thence North $51^{\circ}53'22''$ East a distance of 166.65 feet to a $1/2''$ iron pin, set on the East line of a parcel owned by Zion Evangelical Luthern Church (DV 498 PG 939);
- (4) Thence North $01^{\circ}52'54''$ West along the East line of said Zion Evangelical Church parcel, a distance of 354.54 feet to a $3''$ iron pipe post, found, marking the Southwest corner of a parcel owned by Curtis & Mary Mackiewicz (RN 202011137);
- (5) Thence South $88^{\circ}13'40''$ East along the South line of said Mackiewicz parcel, a distance of 1430.00 feet to a point on the approximate centerline of Mudbrook;
- (6) Thence South $37^{\circ}36'41''$ West along the approximate centerline of Mudbrook, a distance of 232.10 feet to a point;
- (7) Thence South $46^{\circ}24'57''$ West continuing along said centerline, a distance of 932.46 feet to a point;
- (8) Thence South $48^{\circ}38'31''$ West continuing along said centerline, a distance of 738.77 feet to a point;
- (9) Thence South $57^{\circ}10'20''$ West continuing along said centerline, a distance of 707.20 feet to a point;
- (10) Thence North $02^{\circ}44'32''$ West along the East line of a parcel owned by Rivers Edge Condominium (PV 27 PG 91) and a parcel owned by Rivers Edge Condo 6th Amendment (PV 21 PG 1), a distance of 627.60 feet to a point, marking the Northeast corner of said Rivers Edge Condo 6th Amendment;
- (11) Thence North $88^{\circ}42'07''$ West along the North line of parcels owned by Rivers Edge Condo 6th Amendment (PV 21 PG 1), Rivers Edge Condo 9th Amendment (PV 29 PG 33), Rivers Edge Condo 10th Amendment (PV 29 PG 50), Rivers Edge Condo 11th Amendment (PV 29 PG 96) and a parcel owned by Russell Brennan & Kimberly Chase (RN 201910647), a distance of 966.38 feet to a point, marking the Northeast corner of a parcel owned by Randall & Sherri Mesenburg (RN 201401151);
- (12) Thence North $50^{\circ}26'22''$ West along the North line of said Mesenburg parcel, a distance of 145.46 feet to a point on the centerline of Main Street (66 FT);

(13) Thence North 39°48'04" East along the centerline of Main Street (66 FT), a distance of 24.00 feet to a point;

(14) Thence South 50°26'22" East along the South line of said North Port Subdivision, a distance of 137.08 feet to a point;

(15) Thence South 88°42'07" East continuing along said South line, a distance of 1374.80 feet to a point, marking the Southeast corner of said North Port Subdivision;

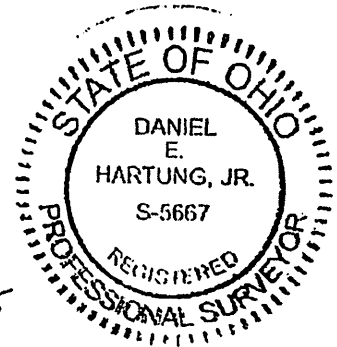
(16) Thence North 01°10'24" West along the East line of said North Port Subdivision, a distance of 244.10 feet to the point of beginning, containing 32.8404 acres, more or less, of which 1.3698 acres are in PP # 42-02091.000 and 0.9000 acre is in PP # 42-01604.000 and 2.2610 acre is in PP # 42-00709.000 and 4.5700 acres are in PP # 42-00708.000 and 0.4400 acre is in PP # 42-02025.000 and 8.2100 acres are in PP # 42-02026.000 and 15.0896 acres are in PP # 42-00710.000 but being subject to all legal highways, easements and restrictions of record.

The above description was prepared by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in July 2025, taken from existing deed and survey records and does not indicate an actual survey made by me. The bearings were based on ODOT VRS.

Daniel E. Hartung Jr. 7/22/25
Daniel E. Hartung Jr., PE, PS

CERTIFIED TO CONFORM WITH
ERIE COUNTY SURVEY REQUIREMENTS

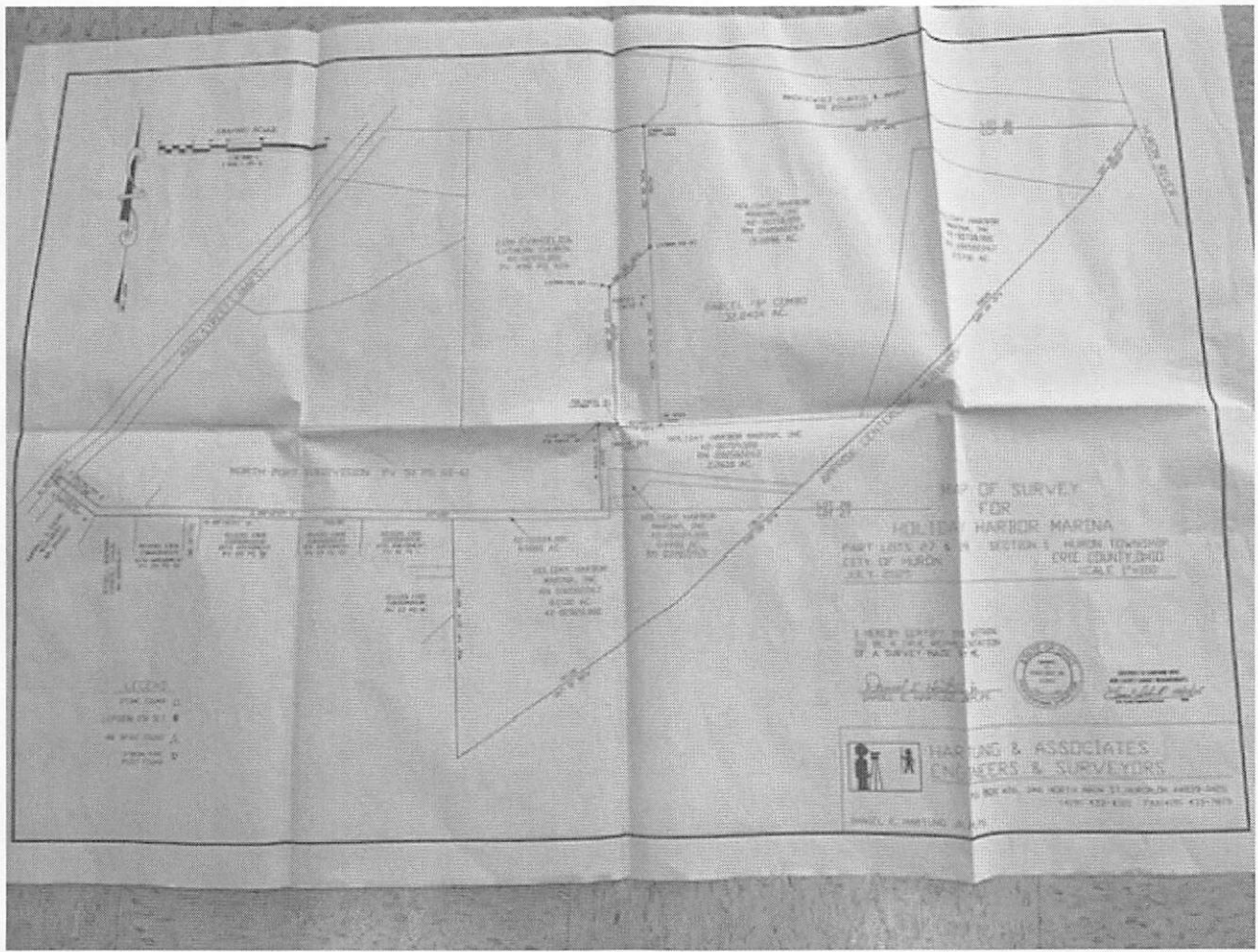
Eric B. Belli 08/01/25
Eric County Engineer/Surveyor Date



Approved by Huron City Planning Commission

Alex Roman
Zoning Inspector

11-20-25
Date



AFFIDAVIT FOR CREATING A SUBDIVISION OF LAND INVOLVING FIVE (5) LOTS OR LESS

BOX #1

PROPERTY OWNER'S AFFIDAVIT

All signatures must be obtained by the property owner or property owner's agent.
 Address of Property or Properties involved: 930 Main Street

State of Ohio, County of Erie Zion Evangelical Lutheran Church, by Sean Resley
 (Property Owner's Name and Address) President


Being duly sworn, upon his oath depose and say that: (Phone #) [REDACTED]
 (His, Her, Our)

- The proposed division of land is along an existing public road and involves no openings, widening or extensions of any street or roads;
- No more than five (5) lots are involved after the entire original parcel has been subdivided; and
- The property has been surveyed by a registered surveyor and is as set forth on the accompanying plat and legal description; two (2) copies of which shall show all information required for instruments of conveyance in Erie County including those standards contained in Sections 4733-37 to 4733-37-07 of the Administrative Code of the State of Ohio.

Sean Resley, President Property Owner's Signature

Notary (to be obtained by the property owner or property owner's agent)
 Sworn to before me and subscribed in my presence this 8 day of August 2025

[Signature] Notary Signature & Seal



Caroline L. Cottrell
Notary Public, State of Ohio
My Commission Expires:
April 11, 2026

BOX #2

CITY OF HURON PLANNING & ZONING DEPARTMENT

I, hereby certify, that the lot or lots being created meet all requirements of the City of Huron Zoning Code.

[Signature]
 Planning & Zoning Department

11-20-25
 Date of Signature

To be completed by the City of Huron Planning & Zoning Department

The Planning & Zoning Department hereby certifies that the lot or lots being created are not contrary to applicable platting, subdividing, or zoning regulations.

Approval Signature:	<u>[Signature]</u>
Date of Approval:	<u>11-20-25</u>
Floodplain Determination	
Flood Zone:	
Date of Map:	
Field Determination Required:	YES NO

LEGAL DESCRIPTION
Zion Evangelical Lutheran Church
Job No. 25-105

16.7538 Acres
Retracement Survey

Situated in the City of Huron, County of Erie, State of Ohio and being part Sublots 4, 5 & 6 in the Original Lot 28, in Section 1 of Huron Township, T6N, R22W, also being part of a 10.63 acre tract of land conveyed to Zion Evangelical Lutheran Church, as described in Volume 498, Page 939 of the Erie County Deed Records and part of an 8.11 acre tract of land conveyed to Zion Evangelical Lutheran Church of Huron, Ohio, as described in Volume 319, Page 128 of the Erie county Deed Records, a tract of land bounded and described as follows;

Beginning at a stone found marking the northeast corner of the North Port Condominiums Amendment 1, as recorded in Plat Volume 47, Page 81 of the Erie County Plat Records;

- 1) thence along the north line of said North Port Condominiums Amendment 1, and the North Port Subdivision, as recorded in Plat Volume 51, Page 60 & 61 of the Erie County Plat Records, and the north line of the North Port Condominiums Amendment 2, as recorded in Plat Volume 47, Page 83 of the Erie County Plat Records, and the north line of the North Port Condominiums, as recorded in Plat Volume 47, Page 36 of the Erie County Plat Records, and the north line of the North Port Condominiums Amendment 3, as recorded in Plat Volume 49, Page 48 of the Erie County Plat Records and the north line of a 0.5187 acre tract of land conveyed to Eldon J. Zimmer and Janet E. Zimmer, as described in RN:200510645 of the Erie County Deed Records, N88°52'36"W, a distance of 1348.33 feet to a mag nail set on the centerline of South Main Street (66'R/W), passing a capped 1/2" iron pin found in concrete at 1306.09 feet and a 5/8" iron pin found with CDE cap at 933.62 feet;
- 2) thence along the centerline of said South Main Street, N39°45'18"E, a distance of 462.70 feet to a mag nail set marking a west corner of a 0.4435 acre tract of land conveyed to Marianne Socha, as described in RN:201810149 of the Erie County Deed Records;
- 3) thence along a south line of said 0.4435 acre Marianne Socha tract, S58°44'48"E, a distance of 96.00 feet to a 1/2" iron pin found marking a south corner of said 0.4435 acre Marianne Socha tract, passing a bent 1/2" iron pin found at 33.37 feet;
- 4) thence along a south line of said 0.4435 acre Marianne Socha tract, N82°09'32"E, a distance of 192.42 feet to a 1" iron pipe found marking a south corner of a 0.723 acre tract of land conveyed to Socha Investments, LTD, as described in RN: 120097 of the Erie County Deed Records;
- 5) thence along a south line of said 0.723 acre Socha Investments, LTD tract, N70°45'51"E, a distance of 124.63 feet to a 1" iron pipe found marking a south corner of a 0.7005 acre tract of land conveyed to 910MAINHURON, LLC, as described in RN:202303924 of the Erie County Deed Records;
- 6) thence along a south line of said 0.7005 acre 910MAINHURON, LLC tract, N57°42'51"E, a distance of 105.11 feet to a 1" iron pipe found marking a south corner of a 1.7539 acre tract of land conveyed to Sandpiper Investments, LTD, as described in RN:201611008 of the Erie County Deed Records;
- 7) thence along a south line of said 1.7539 acre Sandpiper Investments, LTD tract, N64°12'27"E, a distance of 221.25 feet to a 1" iron pipe found marking an east corner of said 1.7539 acre Sandpiper Investments, LTD tract;

- 8) thence along the east line of said 1.7539 acre Sandpiper Investments, LTD tract, N01°46'06"E, a distance of 122.26 feet to a 4" square concrete post found marking the southeast corner of the Huron Cemetery;
- 9) thence along the east line of said Huron Cemetery, N00°07'59"W, a distance of 200.00 feet to a 1/2" iron pin found on the north line of said Lot 28, also being the south line of a 0.3234 acre tract of land conveyed to LLLL Investments, Ltd., as described in RN:200310615;
- 10) thence along the north line of said Lot 28, also being the south line of said 0.3234 acre LLLL Investments, Ltd. tract, the south line of a 0.3937 acre tract and a 1.8145 acre tract of land conveyed to Erie Asset Acquisition Group LLC, as described in RN:202101561, S88°16'34"E, a distance of 524.29 feet to a 2-1/2" iron pipe post found marking the northwest corner of a 15.0896 acre tract of land conveyed to Holiday Harbor Marina, Inc., as described in RN:200502267 of the Erie County Deed Records;
- 11) thence along the west line of said 15.0896 acre Holiday Harbor Marina, Inc. tract, S01°55'51"E, a distance of 354.45 feet to the northeast corner of a proposed 1.3698 acre tract, referenced by a 1/2" iron pin found with Hartung cap found 0.26 feet east thereof;
- 12) thence along a north line of said 1.3698 acre tract, S51°25'22"W, a distance of 167.43 feet to an iron pin set marking the northwest corner of said 1.3698 acre tract;
- 13) thence, S02°52'05"E, a distance of 401.42 feet to an iron pin set on the north line of a 2.2610 acre tract of land conveyed to Holiday Harbor Marina, Inc., as described in RN:200502267 of the Erie County Deed Records;
- 14) thence along the north line of said 2.2610 acre Holiday Harbor Marina, Inc. tract, N88°52'36"W, a distance of 54.76 feet to the Point of Beginning, containing 16.7538 acres of land, more or less, of which 0.3424 acres lie in the road right of way, subject however to all legal highways and prior easements of record.

The above legal description is based upon a field survey performed by Gregory G. Burks, P.S. 8824, on September 20, 2025. The bearings in this legal description are based upon the Ohio County Coordinate System, Erie County Low Distortion Projection. All iron pins described as set are 5/8" diameter rebar, 30" long, with caps stamped "Burks PS 8824".

Date: October 3, 2025



Gregory G. Burks
 Gregory G. Burks, P.S.
 Professional Surveyor #8824
 Burks Engineering & Surveying, LLC

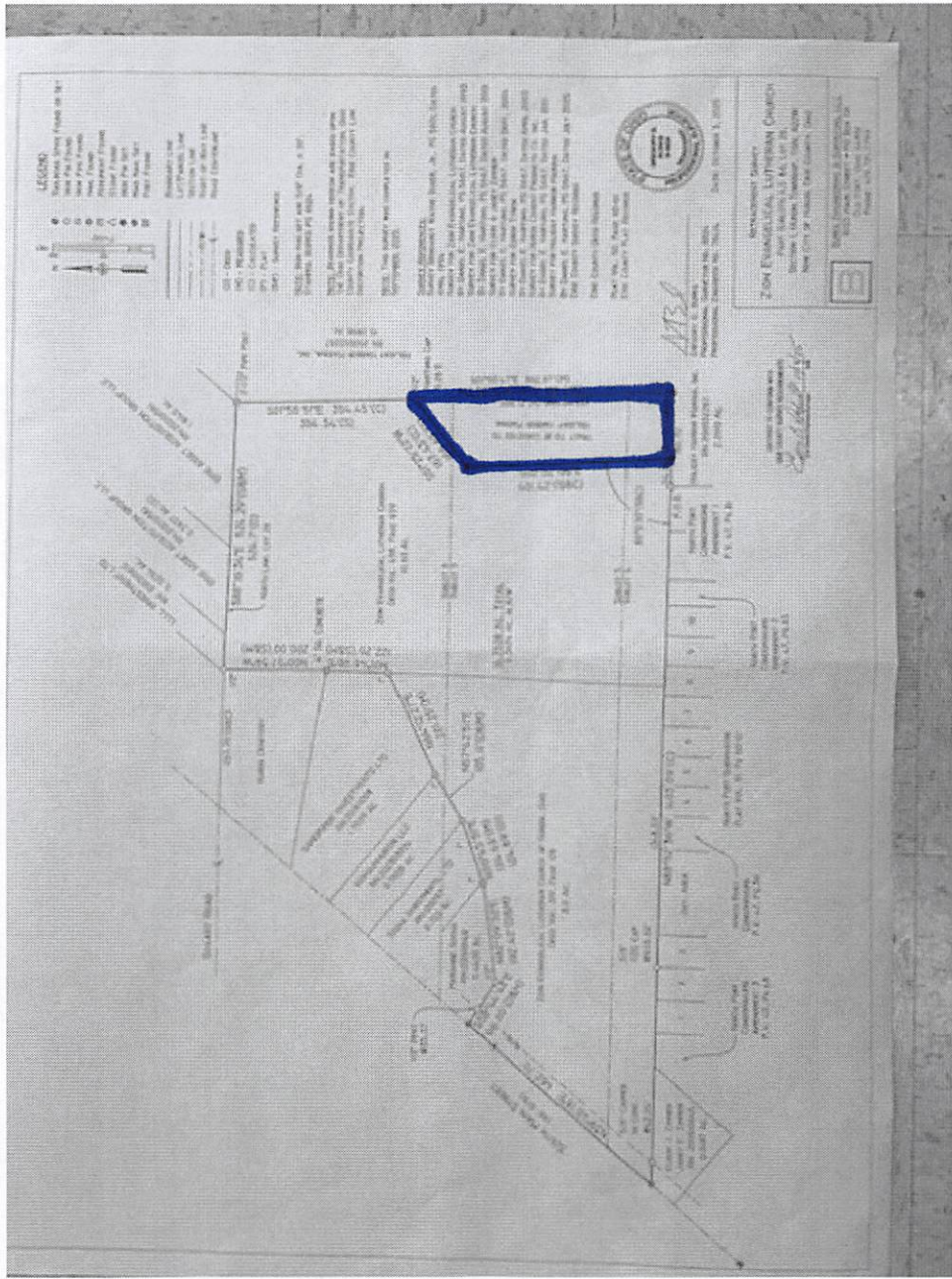
CERTIFIED TO CONFORM WITH
 ERIE COUNTY SURVEY REQUIREMENTS

Eric B. ... 11/13/25
 Erie County Engineer/Surveyor Date

Approved by Huron City Planning Commission

Alex ...
 Zoning Inspector

11-20-25
 Date



LEGEND

- 1. Existing Survey
- 2. Proposed Survey
- 3. Easement
- 4. Right of Way
- 5. Utility
- 6. Other
- 7. Boundary
- 8. Easement
- 9. Right of Way
- 10. Utility
- 11. Other

1. 100' x 100' Lot
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ZION EVANGELICAL LUTHERAN CHURCH
 100' x 100' Lot
 100' x 100' Lot
 100' x 100' Lot
 100' x 100' Lot
 100' x 100' Lot
 100' x 100' Lot
 100' x 100' Lot
 100' x 100' Lot
 100' x 100' Lot
 100' x 100' Lot
 100' x 100' Lot



Transferred
In Compliance with Sections 319-202 and 322-02 of the Ohio Revised Code.
FEE \$
Exempt: <input checked="" type="checkbox"/>
R.E. TRANSFER:
\$
Richard H. Jeffrey Erie County Auditor
Trans. Fees: \$ 3.50
Date: 12/04/25

Richard H. Jeffrey
Erie County Auditor
Date: 12/04/25

GENERAL WARRANTY DEED

Holiday Harbor Marina, Inc., an Ohio corporation, the **GRANTOR**, for valuable consideration paid, grants with general warranty covenants to **Holiday Harbor Marina, Inc.**, an Ohio corporation, the **GRANTEE**, whose tax mailing address is 944 Main Street, Huron, Ohio 44839, the following real property bounded and described as set forth on the attached Exhibit A.

Subject to easements, restrictions, conditions of record, real estate taxes, assessments and zoning.

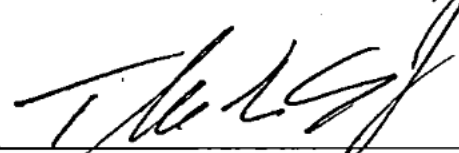
Prior Instrument Reference: Deed Volume 382, Page 494, Deed Volume 387, Page 148, RN200502267, RN 200615915, & RN2025_____, Erie County, Ohio, Official Records

Permanent Parcel Number: 42-00708.000, 42-00709.000, 42-00710.000, 42-01604.000, 42-02025.000, 42-02026.000, & 42-02091.000

Property Address: 944 Main Street, Huron, Ohio 44839

IN WITNESS WHEREOF the said **GRANTOR**, **Holiday Harbor Marina, Inc.**, has hereunto caused the execution thereof this 1st day of December, 2025.

HOLIDAY HARBOR MARINA, INC.

By: 
Thomas R. Solberg, Jr., President

STATE OF OHIO)
) ss:
COUNTY OF ERIE)

BE IT REMEMBERED, that on this 1st day of December, 2025, before me, the subscriber, a Notary Public in and for said state, personally came Thomas R. Solberg, Jr., President of **Holiday Harbor Marina, Inc.**, the **GRANTOR** in the foregoing General Warranty Deed, and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

KERRY L. ARBOGAST
Notary Public - State of Ohio
My Commission Expires May 31st 2026

Kerry L. Arbogast
Notary Public
Commission Expires: May 31st 2026

This instrument was prepared by Mark P. Smith, Flynn, Py & Kruse, L.P.A., 165 East Washington Row, Sandusky, Ohio 44870.



Parcel "B"
Combined Acreage
32.8404 Acres

Being situated in the State of Ohio, County of Erie, Huron Township, Section No. 1 Part Lots 27 & 28 now in the City of Huron and being more definitely described as follows:

Beginning at a stone found, marking the Northeast corner of North Port Subdivision (PV 50 PG 60-61), the same being the Northwest corner of a parcel owned by Holiday Harbor Marina, Inc. (RN 200502267);

- (1) Thence South $88^{\circ}50'33''$ East along the North line of said Holiday Harbor parcel, a distance of 54.74 feet to a $1/2''$ iron pin, set;
- (2) Thence North $02^{\circ}50'03''$ West a distance of 401.42 feet to a $1/2''$ iron pin, set;
- (3) Thence North $51^{\circ}53'22''$ East a distance of 166.65 feet to a $1/2''$ iron pin, set on the East line of a parcel owned by Zion Evangelical Lutheran Church (DV 498 PG 939);
- (4) Thence North $01^{\circ}52'54''$ West along the East line of said Zion Evangelical Church parcel, a distance of 354.54 feet to a 3" iron pipe post, found, marking the Southwest corner of a parcel owned by Curtis & Mary Mackiewicz (RN 202011137);
- (5) Thence South $88^{\circ}13'40''$ East along the South line of said Mackiewicz parcel, a distance of 1430.00 feet to a point on the approximate centerline of Mudbrook;
- (6) Thence South $37^{\circ}36'41''$ West along the approximate centerline of Mudbrook, a distance of 232.10 feet to a point;
- (7) Thence South $46^{\circ}24'57''$ West continuing along said centerline, a distance of 932.46 feet to a point;
- (8) Thence South $48^{\circ}38'31''$ West continuing along said centerline, a distance of 738.77 feet to a point;
- (9) Thence South $57^{\circ}10'20''$ West continuing along said centerline, a distance of 707.20 feet to a point;
- (10) Thence North $02^{\circ}44'32''$ West along the East line of a parcel owned by Rivers Edge Condominium (PV 27 PG 91) and a parcel owned by Rivers Edge Condo 6th Amendment (PV 21 PG 1), a distance of 627.60 feet to a point, marking the Northeast corner of said Rivers Edge Condo 6th Amendment;
- (11) Thence North $88^{\circ}42'07''$ West along the North line of parcels owned by Rivers Edge Condo 6th Amendment (PV 21 PG 1), Rivers Edge Condo 9th Amendment (PV 29 PG 33), Rivers Edge Condo 10th Amendment (PV 29 PG 50), Rivers Edge Condo 11th Amendment (PV 29 PG 96) and a parcel owned by Russell Brennan & Kimberly Chase (RN 201910647), a distance of 966.38 feet to a point, marking the Northeast corner of a parcel owned by Randall & Sherri Mesenburg (RN 201401151);
- (12) Thence North $50^{\circ}26'22''$ West along the North line of said Mesenburg parcel, a distance of 145.46 feet to a point on the centerline of Main Street (66 FT);

(13) Thence North 39°48'04" East along the centerline of Main Street (66 FT), a distance of 24.00 feet to a point;

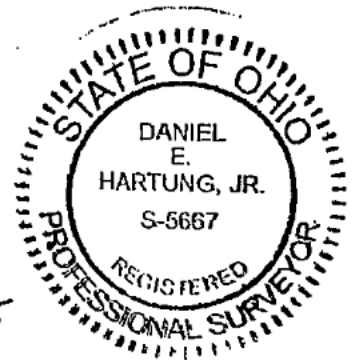
(14) Thence South 50°26'22" East along the South line of said North Port Subdivision, a distance of 137.08 feet to a point;

(15) Thence South 88°42'07" East continuing along said South line, a distance of 1374.80 feet to a point, marking the Southeast corner of said North Port Subdivision;

(16) Thence North 01°10'24" West along the East line of said North Port Subdivision, a distance of 244.10 feet to the point of beginning, containing 32.8404 acres, more or less, of which 1.3698 acres are in PP # 42-02091.000 and 0.9000 acre is in PP # 42-01604.000 and 2.2610 acre is in PP # 42-00709.000 and 4.5700 acres are in PP # 42-00708.000 and 0.4400 acre is in PP # 42-02025.000 and 8.2100 acres are in PP # 42-02026.000 and 15.0896 acres are in PP # 42-00710.000 but being subject to all legal highways, easements and restrictions of record.

The above description was prepared by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in July 2025, taken from existing deed and survey records and does not indicate an actual survey made by me. The bearings were based on ODOT VRS.

Daniel E. Hartung Jr. 7/22/25
Daniel E. Hartung Jr., PE, PS



CERTIFIED TO CONFORM WITH
ERIE COUNTY SURVEY REQUIREMENTS

Eric B. Behl 08/01/25
Eric County Engineer/Surveyor Date

Approved by Huron City Planning Commission

Alex R...
Zoning Inspector

11-20-25
Date

Transferred In Compliance with section: 319-202 and 222-02 of the Ohio Revised Code.
FEE \$ <u>12.50</u>
Exempt: _____
R.E. TRANSFER: \$ <u>37.50</u>
Richard H. Jeffrey Erie County Auditor
Trans. Fees: \$ <u>50</u>
Date <u>12-4-2025</u>

319-202
222-02
Erie County Auditor | Engineer
Date
Richard H. Jeffrey

GENERAL WARRANTY DEED

Zion Evangelical Lutheran Church, the GRANTOR, for valuable consideration paid, grants with general warranty covenants to Holiday Harbor Marina, Inc., an Ohio Corporation, the GRANTEE, whose tax mailing address is 944 Main Street, Huron, Ohio 44839, the following real property bounded and described as set forth on the attached Exhibit A.

Subject to easements, restrictions, conditions of record, real estate taxes, assessments and zoning.

Prior Instrument Reference: Deed Volume 498, Page 939, Erie County, Ohio, Official Records

Permanent Parcel Number: 42-02091.000

Property Address: 930 Main Street, Huron, Ohio 44839

IN WITNESS WHEREOF the said GRANTOR, Zion Evangelical Lutheran Church, has hereunto caused the execution thereof this 3rd day of December, 2025.

ZION EVANGELICAL LUTHERAN CHURCH

By: *Sean Resley*
Sean Resley, President

Parcel "A"
1.3698 Acres

Being situated in the State of Ohio, County of Erie, Huron Township, Section No. 1 Part Lot 28 now in the City of Huron and being more definitely described as follows:

Commencing at a stone found, marking the Northeast corner of North Port Subdivision (PV 50 PG 60-61), the same being the Northwest corner of a parcel owned by Holiday Harbor Marina, Inc. (RN 200502267); Thence South 88°50'33" East along the North line of said Holiday Harbor parcel, a distance of 54.74 feet to a 1/2" iron pin, set and the point of beginning;

(1) Thence North 02°50'03" West a distance of 401.42 feet to a 1/2" iron pin, set;

(2) Thence North 51°53'22" East a distance of 166.65 feet to a 1/2" iron pin, set on the West line of a parcel owned by Holiday Harbor Marina, Inc. (RN 200502267);

(3) Thence South 01°52'54" East along the West line of said Holiday Harbor parcel, a distance of 506.64 feet to a railroad spike found on the North line of said Holiday Harbor parcel;

(4) Thence North 88°50'33" West along the North line of said Holiday Harbor parcel, a distance of 127.94 feet to the point of beginning, containing 1.3698 acres, more or less, but being subject to all legal highways, easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in July 2025. The bearings were based on ODOT VRS.

[Signature]
Daniel E. Hartung Jr., PE, PS.

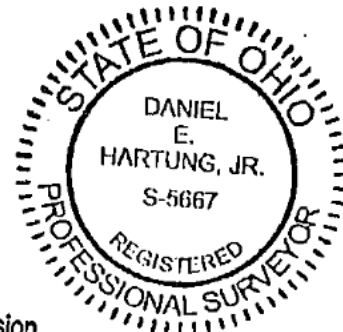
CERTIFIED TO CONFORM WITH
ERIE COUNTY SURVEY REQUIREMENTS

[Signature] 08/01/25
Erie County Engineer/Surveyor Date

Approved by Huron City Planning Commission

[Signature]
Zoning Inspector

11-20-25
Date



Transferred
In Connection with actions 319-232 and 322-62 of the Ohio Revised Code.
FEE \$ _____
Exempt: <input checked="" type="checkbox"/>
R.E. TRANSFER: \$ _____
Richard H. Jeffrey Erie County Auditor
Trans. Fees: \$ <u>50</u>
Date: <u>2/4/25</u>

Richard H. Jeffrey
Erie County Auditor / Engineer
Date: *2/4/25*

GENERAL WARRANTY DEED

Zion Evangelical Lutheran Church, the GRANTOR, for valuable consideration paid, grants with general warranty covenants to Zion Evangelical Lutheran Church, the GRANTEE, whose tax mailing address is 930 Main Street, Huron, Ohio 44839, the following real property bounded and described as set forth on the attached Exhibit A.

Subject to easements, restrictions, conditions of record, real estate taxes, assessments and zoning.

Prior Instrument Reference: RN2025_____, Deed Volume 498, Page 939, Erie County, Ohio, Official Records

Permanent Parcel Number: 42-02091.000

Property Address: 930 Main Street, Huron, Ohio 44839

IN WITNESS WHEREOF the said GRANTOR, Zion Evangelical Lutheran Church, has hereunto caused the execution thereof this 3rd day of December, 2025.

ZION EVANGELICAL LUTHERAN CHURCH

By: *Sean Resley*
Sean Resley, President

BURKS
ENGINEERING &
SURVEYING, LLC

8153 MAIN STREET • PO BOX 191 • OLD FORT, OH 44861 • 419.721.7799

LEGAL DESCRIPTION
Zion Evangelical Lutheran Church
Job No. 25-105

16.7538 Acres
Retracement Survey

Situated in the City of Huron, County of Erie, State of Ohio and being part Sublots 4, 5 & 6 in the Original Lot 28, in Section 1 of Huron Township, T6N, R22W, also being part of a 10.63 acre tract of land conveyed to Zion Evangelical Lutheran Church, as described in Volume 498, Page 939 of the Erie County Deed Records and part of an 8.11 acre tract of land conveyed to Zion Evangelical Lutheran Church of Huron, Ohio, as described in Volume 319, Page 128 of the Erie county Deed Records, a tract of land bounded and described as follows;

Beginning at a stone found marking the northeast corner of the North Port Condominiums Amendment 1, as recorded in Plat Volume 47, Page 81 of the Erie County Plat Records;

- 1) thence along the north line of said North Port Condominiums Amendment 1, and the North Port Subdivision, as recorded in Plat Volume 51, Page 60 & 61 of the Erie County Plat Records, and the north line of the North Port Condominiums Amendment 2, as recorded in Plat Volume 47, Page 83 of the Erie County Plat Records, and the north line of the North Port Condominiums, as recorded in Plat Volume 47, Page 36 of the Erie County Plat Records, and the north line of the North Port Condominiums Amendment 3, as recorded in Plat Volume 49, Page 48 of the Erie County Plat Records and the north line of a 0.5187 acre tract of land conveyed to Eldon J. Zimmer and Janet E. Zimmer, as described in RN:200510645 of the Erie County Deed Records, N88°52'36"W, a distance of 1348.33 feet to a mag nail set on the centerline of South Main Street (66'R/W), passing a capped 1/2" iron pin found in concrete at 1306.09 feet and a 5/8" iron pin found with CDE cap at 933.62 feet;
- 2) thence along the centerline of said South Main Street, N39°45'18"E, a distance of 462.70 feet to a mag nail set marking a west corner of a 0.4435 acre tract of land conveyed to Marianne Socha, as described in RN:201810149 of the Erie County Deed Records;
- 3) thence along a south line of said 0.4435 acre Marianne Socha tract, S58°44'48"E, a distance of 96.00 feet to a 1/2" iron pin found marking a south corner of said 0.4435 acre Marianne Socha tract, passing a bent 1/2" iron pin found at 33.37 feet;
- 4) thence along a south line of said 0.4435 acre Marianne Socha tract, N82°09'32"E, a distance of 192.42 feet to a 1" iron pipe found marking a south corner of a 0.723 acre tract of land conveyed to Socha Investments, LTD, as described in RN: 120097 of the Erie County Deed Records;
- 5) thence along a south line of said 0.723 acre Socha Investments, LTD tract, N70°45'51"E, a distance of 124.63 feet to a 1" iron pipe found marking a south corner of a 0.7005 acre tract of land conveyed to 910MAINHURON, LLC, as described in RN:202303924 of the Erie County Deed Records;
- 6) thence along a south line of said 0.7005 acre 910MAINHURON, LLC tract, N57°42'51"E, a

- 8) thence along the east line of said 1.7539 acre Sandpiper Investments, LTD tract, N01°46'06"E, a distance of 122.26 feet to a 4" square concrete post found marking the southeast corner of the Huron Cemetery;
- 9) thence along the east line of said Huron Cemetery, N00°07'59"W, a distance of 200.00 feet to a 1/2" iron pin found on the north line of said Lot 28, also being the south line of a 0.3234 acre tract of land conveyed to LLLL Investments, Ltd., as described in RN:200310615;
- 10) thence along the north line of said Lot 28, also being the south line of said 0.3234 acre LLLL Investments, Ltd. tract, the south line of a 0.3937 acre tract and a 1.8145 acre tract of land conveyed to Erie Asset Acquisition Group LLC, as described in RN:202101561, S88°16'34"E, a distance of 524.29 feet to a 2-1/2" iron pipe post found marking the northwest corner of a 15.0896 acre tract of land conveyed to Holiday Harbor Marina, Inc., as described in RN:200502267 of the Erie County Deed Records;
- 11) thence along the west line of said 15.0896 acre Holiday Harbor Marina, Inc. tract, S01°55'51"E, a distance of 354.45 feet to the northeast corner of a proposed 1.3698 acre tract, referenced by a 1/2" iron pin found with Hartung cap found 0.26 feet east thereof;
- 12) thence along a north line of said 1.3698 acre tract, S51°25'22"W, a distance of 167.43 feet to an iron pin set marking the northwest corner of said 1.3698 acre tract;
- 13) thence, S02°52'05"E, a distance of 401.42 feet to an iron pin set on the north line of a 2.2610 acre tract of land conveyed to Holiday Harbor Marina, Inc., as described in RN:200502267 of the Erie County Deed Records;
- 14) thence along the north line of said 2.2610 acre Holiday Harbor Marina, Inc. tract, N88°52'36"W, a distance of 54.76 feet to the Point of Beginning, containing 16.7538 acres of land, more or less, of which 0.3424 acres lie in the road right of way, subject however to all legal highways and prior easements of record.

The above legal description is based upon a field survey performed by Gregory G. Burks, P.S. 8824, on September 20, 2025. The bearings in this legal description are based upon the Ohio County Coordinate System, Erie County Low Distortion Projection. All iron pins described as set are 5/8" diameter rebar, 30" long, with caps stamped "Burks PS 8824".

Date: October 3, 2025



Gregory G. Burks
 Gregory G. Burks, P.S.
 Professional Surveyor #8824
 Burks Engineering & Surveying, LLC

CERTIFIED TO CONFORM WITH
 ERIE COUNTY SURVEY REQUIREMENTS

Approved by Huron City Planning Commission
Alisa Roman
 Zoning Inspector



TO: Mayor Tapp and City Council
FROM: Christine Gibboney
RE: Ordinance No. 2026-1 (**first reading**) (*submitted by Christine Gibboney*)
DATE: March 10, 2026

Subject Matter/Background

Ordinance No. 1-2026 relates to a rezoning application submitted by Holiday Harbor Marina Inc. on December 5, 2025, relating to property formerly identified as Erie County, Ohio Permanent Parcel No. 42-02091.000 (1.3698 acres of vacant land), which has been consolidated to be part of Erie County, Ohio Permanent Parcel No. 42-00710.000 (see Survey Map attached hereto as Exhibit 1). The Applicant is requesting rezoning of this property from its current R-3 (Multi-Family Residential) designation to B-3 (General Business) designation. The Planning Commission recommended approval of the rezoning application at its January 21, 2026 (see staff report and Application to Re-District Property attached hereto and incorporated herein as Exhibit A).

Financial Review

There is no financial or budgetary impact relating to this legislation.

Legal Review

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

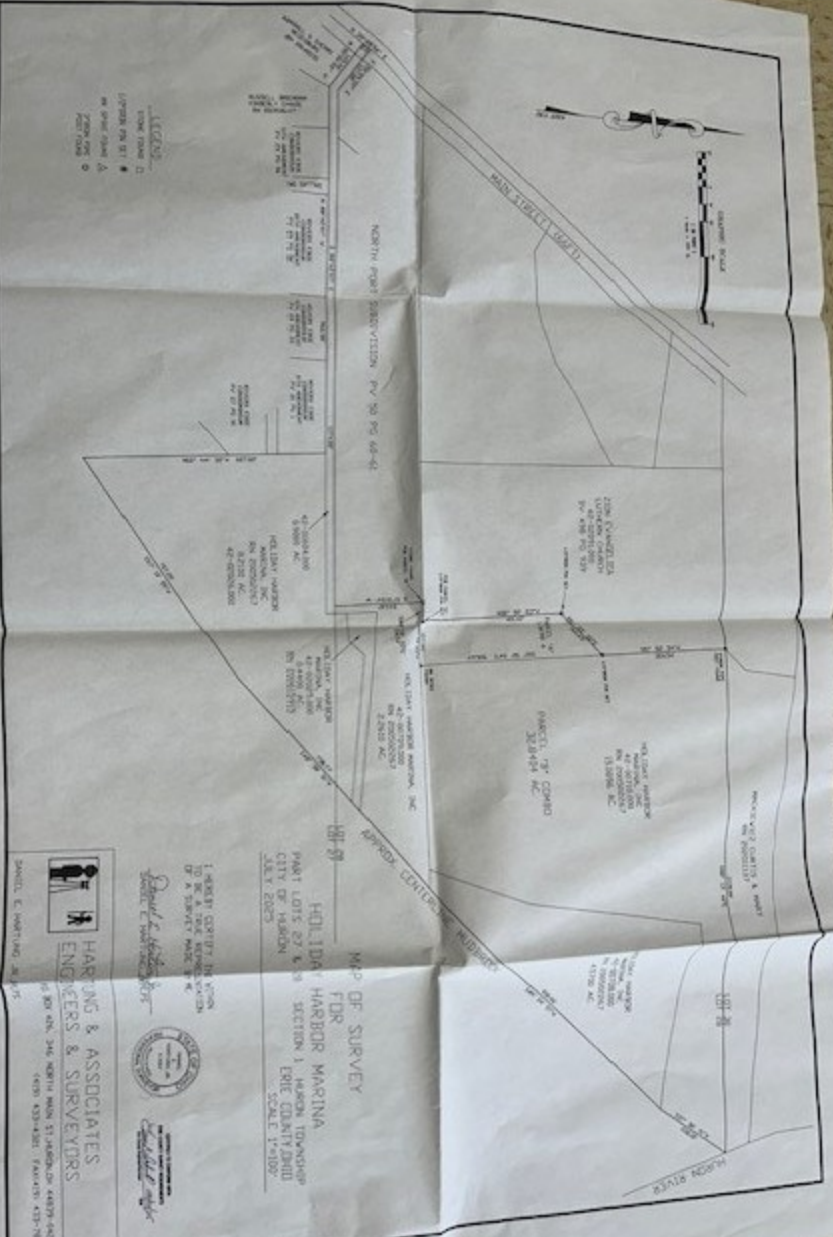
Recommendation

If Council is in agreement with the request, a motion placing Ordinance No. 1-2026 on its first reading is in order.

[Ordinance No. 2026-1 Exh 1](#)

[Ordinance No. 2026-1 Exh A Holiday Harbor Re-Zoning Application \(2\).pdf](#)

[Ordinance No. 2026-1 Rezone Holiday Harbor Marina 42-00710 from R-3 to B-3 \(1\).docx](#)



LEGEND

THICK LINE = 10' EASEMENT
 THIN LINE = 5' EASEMENT
 SHADY AREA = EXISTING IMPROVEMENTS
 ○ = EXISTING UTILITY
 △ = EXISTING STRUCTURE
 □ = EXISTING CONCRETE

HARJUNG & ASSOCIATES
 ENGINEERS & SURVEYORS

1000 N. 34th Street, Suite 100
 Anchorage, Alaska 99503
 Phone: 479-1234

Harjung & Associates
 Daniel C. Harjung, P.E.
 Daniel C. Harjung, P.E.

MAP OF SURVEY
 FOR
 HOLDING HARBOR MARINA
 PLANT LOTS 27 & 28 SECTION 1
 CITY OF HARBOR
 JUNE 2009

1. SHEET 001 OF 11 SHEETS
 TO BE A TRUE REPRESENTATION
 OF A SURVEY MADE BY ME

Harjung & Associates
 Daniel C. Harjung, P.E.

Harjung & Associates
 Daniel C. Harjung, P.E.

Harjung & Associates
 Daniel C. Harjung, P.E.



TO: Mayor Tapp & Members of City Council
FROM: Christine Gibboney, Planning & Zoning Manager
RE: PC Recommendation: Rezoning of a portion of 42-00710.000 from R-3 to B-3
DATE: January 22, 2026

Zoning District: R-3 Multi-Family Residential

Parcel No.: 42-00710.000 (1.3698 Portion)

Existing Land Use: 1.3698 Acres/Vacant Land

Traffic Considerations: N/A -No Frontage

Owner: Holiday Harbor Marina
944 South Main Street
Huron OH 44839

Project Description-Rezoning

Rezoning application for a 1.3698-acre portion of property previously owned by Zion Lutheran Church PPN 42-02091.000, which was purchased by Holiday Harbor Marina and combined into their existing parcel PPN42-00710.000. This portion is currently zoned R-3 Multi-Family Residential; the applicant is seeking to rezone this portion to B-3 General Business to conform with the existing zoning of their property.

APPLICABLE CODE SECTIONS :

1139.06 Zoning District Changes and Zoning Regulation Amendments

Planning Commission Recommendation:

At their regular meeting of 1-21-26, the Planning Commission recommended approval of the rezoning application, as submitted to rezone a 1.3698 acre portion of PPN 42-00710.000 from the current R-3 zoning to B-3 General Business.

Attachments:

Rezoning Application
Recorded Legals

City of Huron
Planning and Zoning Department
417 Main St. Huron, Ohio 44839
P: 419-433-5000
F: 419-433-5120



RE-ZONING PROCEDURE
OUTLINE AND APPLICATION
Codified Ordinance Section 1139.06

This application is used to request consideration for the re-districting/re-zoning of a property. Prior to the submission of an application, a **meeting with the Planning & Zoning Department is required for review of the proposed re-districting/re-zoning.**

The completed application will be submitted to the Planning & Zoning Department along with the non-refundable application fee of \$250.00. The following is an estimated timeline of the process from Planning Commission to City Council.

1. Completed application, documentation, and fee submitted to the Planning & Zoning Department.
2. Application will be placed on the next regular meeting agenda of the Planning Commission. The Planning Commission *may* hold a Public Hearing for this application. The Public Hearing could be held at this meeting or the Planning Commission may set a date for a Public Hearing at a future meeting.
3. Public Hearings require: Legal Notice to be published at least 10 days prior to the Public Hearing Date. If the application intends to rezone/redistrict ten (10) or less parcels of land, notifications will be mailed to properties within 100', contiguous to, and directly across the street from such parcel proposed to be rezoned, at least twenty (20) days before the Planning Commission Public Hearing Date.
4. Planning Commission will hold the Public Hearing and then make their recommendation on the rezoning request.
5. Report and recommendation will be provided to City Council at their (City Council's) next regularly scheduled meeting; City Council will set a Public Hearing Date.(at least thirty (30) days from their receipt of Planning Commission's recommendation)
6. City Council will hold the Public Hearing and then take final legislative action (Ordinance).

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 100' 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): Tom Solberg Jr

APPLICANT SIGNATURE: 

PROPERTY OWNER NAME (Print): Tom Solberg Jr

PROPERTY OWNER SIGNATURE: 
(Required)

DO NOT WRITE BELOW THIS LINE

Date Completed Application Received: 12-10-25

Zoning Department Representative: CMB

Date to Planning Commission: 1/21/26

City of Huron
Planning and Zoning Dept.
417 Main St., Huron, Ohio 44839
P: 419-433-5000
F: 419-433-5120



Lot Split/Combination Process Checklist

The following steps must be completed in order for a parcel of land less than five (5) acres to be subdivided or to have lots combined:

___ Set an appointment to meet with the City of Huron Planning & Zoning Department for preliminary review of lot size and lot width requirements of the zoning district in which your proposed lot split or combination (s) will be located. All lots must have frontage on an approved public right-of-way, not a private access easement. Application may require approval by the Planning Commission, subject to their monthly meeting schedule.

___ In areas without existing utilities: Check with the Erie County Health Department at 419-626-5623 to verify that a sewage system installation permit can be obtained for your proposed lot(s). Check with the City Engineering Department cityengineer@huronohio.us to verify that utilities can be installed for your proposed lot.

___ Have a survey prepared for the proposed lot (s) by a registered surveyor. All survey plats and legal descriptions must conform to the Ohio Administrative Code Sections 4733-37 to 4733-37-07. Further, the plat shall also show the existing lot lines, existing buildings and proposed setbacks from the existing structures to the proposed lot lines.

___ Submit the survey plats and legal descriptions for your proposed lot split/combination (s) to the Erie County Engineer's Office for approval. The County Engineer's Office will stamp the plats and legal descriptions. After the County Engineer's Office, submit survey plats and legal descriptions to the City of Huron Planning & Zoning Department for their approval.

___ Complete Box #1 of the affidavit form on the opposite side of this brochure and have the signatures notarized.

___ Submit the affidavit form with Box #1 completed along with processing fee, approved survey plats, legal descriptions and new original deeds for the proposed lot split/combination (s) to the City Planning & Zoning Department. The planner will check the proposed lot (s) for conformity with City zoning requirements. If approved, the planner will then sign Box #2 on the affidavit form on the opposite side of this brochure and the survey plats and legal descriptions. As prescribed by State statute, the City of Huron Planning & Zoning Department has seven (7) working days to review and process your submission. The Planning Department will notify you when your application has been processed or you may check periodically within the seven (7) working days to see if it is completed.

___ If your submission is approved, you must then file it within 60 days at the Erie County Tax Map Office which is located on the second floor of the Erie County Office Building, 247 Columbus Avenue, Sandusky, Ohio 44870.

Owner Information

Property Owner Name: Holiday Harbor Marina, Inc.

Full Address: 944 Main Street, Huron, Ohio 44839

Phone: 419-433-2140

Email: hurm@holidayharbor.com

Property Information

Provide address and/or Parcel Numbers of all applicable parcels involved in the application & attach Erie County Auditor aerial maps: 42-00710.000; 42-02091.000

Provide a brief description (lot split?, lot combo?):

Lot combo

Contact the Planning & Zoning Department to set an appointment for the required preliminary review.

City of Huron
Planning & Zoning Department
417 Main Street
Huron, OH 44839
(419) 433-5000 ext. 1302, 1303

AFFIDAVIT FOR CREATING A SUBDIVISION OF LAND INVOLVING FIVE (5) LOTS OR LESS

BOX #1

PROPERTY OWNER'S AFFIDAVIT

All signatures must be obtained by the property owner or property owner's agent.

Address of Property or Properties involved: **944 Main Street & 0 Main Street, Huron, OH 44839**

State of Ohio, County of Erie Holiday Harbor Marina, Inc., 944 Main Street, Huron, Ohio 44839
 (Property Owner's Name and Address)

Being duly sworn, upon his oath depose and say that: 419-433-2140
(Phone #)
 (His, Her, Our)

1. The proposed division of land is along an existing public road and involves no openings, widening or extensions of any street or roads;
2. No more than five (5) lots are involved after the entire original parcel has been subdivided; and
3. The property has been surveyed by a registered surveyor and is as set forth on the accompanying plat and legal description; two (2) copies of which shall show all information required for instruments of conveyance in Erie County including those standards contained in Sections 4733-37 to 4733-37-07 of the Administrative Code of the State of Ohio.

 Property Owner's Signature

 Property Owner's Signature

Notary (to be obtained by the property owner or property owner's agent)

Sworn to before me and subscribed in my presence this 17 day of November 2025.

 Notary Signature & Seal



Caroline L. Cottrell
 Notary Public, State of Ohio
 My Commission Expires:
 April 11, 2026

BOX #2

CITY OF HURON PLANNING & ZONING DEPARTMENT

I, hereby certify, that the lot or lots being created meet all requirements of the City of Huron Zoning Code.

 Planning & Zoning Department

11/20/25
 Date of Signature

To be completed by the City of Huron Planning & Zoning Department

The Planning & Zoning Department hereby certifies that the lot or lots being created are not contrary to applicable platting, subdividing, or zoning regulations.

Approval Signature:	
Date of Approval:	<u>11-20-25</u>
Floodplain Determination	
Flood Zone:	
Date of Map:	
Field Determination Required:	YES NO

Parcel "A"
1.3698 Acres

Being situated in the State of Ohio, County of Erie, Huron Township, Section No. 1 Part Lot 28 now in the City of Huron and being more definitely described as follows:

Commencing at a stone found, marking the Northeast corner of North Port Subdivision (PV 50 PG 60-61), the same being the Northwest corner of a parcel owned by Holiday Harbor Marina, Inc. (RN 200502267); Thence South 88°50'33" East along the North line of said Holiday Harbor parcel, a distance of 54.74 feet to a 1/2" iron pin, set and the point of beginning;

- (1) Thence North 02°50'03" West a distance of 401.42 feet to a 1/2" iron pin, set;
- (2) Thence North 51°53'22" East a distance of 166.65 feet to a 1/2" iron pin, set on the West line of a parcel owned by Holiday Harbor Marina, Inc. (RN 200502267);
- (3) Thence South 01°52'54" East along the West line of said Holiday Harbor parcel, a distance of 506.64 feet to a railroad spike found on the North line of said Holiday Harbor parcel;
- (4) Thence North 88°50'33" West along the North line of said Holiday Harbor parcel, a distance of 127.94 feet to the point of beginning, containing 1.3698 acres, more or less, but being subject to all legal highways, easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in July 2025. The bearings were based on ODOT VRS.

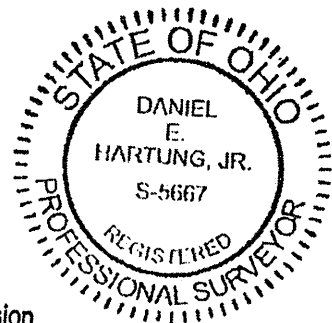
Daniel E. Hartung Jr., PE, PS

CERTIFIED TO CONFORM WITH
ERIE COUNTY SURVEY REQUIREMENTS

Eric B. Rodick 08/01/25
Erie County Engineer/Surveyor Date

Approved by Huron City Planning Commission
Alex Rasmussen
Zoning Inspector

11-20-25
Date



Parcel "B"
Combined Acreage
32.8404 Acres

Being situated in the State of Ohio, County of Erie, Huron Township, Section No. 1 Part Lots 27 & 28 now in the City of Huron and being more definitely described as follows:

Beginning at a stone found, marking the Northeast corner of North Port Subdivision (PV 50 PG 60-61), the same being the Northwest corner of a parcel owned by Holiday Harbor Marina, Inc. (RN 200502267);

- (1) Thence South $88^{\circ}50'33''$ East along the North line of said Holiday Harbor parcel; a distance of 54.74 feet to a $1/2''$ iron pin, set;
- (2) Thence North $02^{\circ}50'03''$ West a distance of 401.42 feet to a $1/2''$ iron pin, set;
- (3) Thence North $51^{\circ}53'22''$ East a distance of 166.65 feet to a $1/2''$ iron pin, set on the East line of a parcel owned by Zion Evangelical Luthern Church (DV 498 PG 939);
- (4) Thence North $01^{\circ}52'54''$ West along the East line of said Zion Evangelical Church parcel, a distance of 354.54 feet to a $3''$ iron pipe post, found, marking the Southwest corner of a parcel owned by Curtis & Mary Mackiewicz (RN 202011137);
- (5) Thence South $88^{\circ}13'40''$ East along the South line of said Mackiewicz parcel, a distance of 1430.00 feet to a point on the approximate centerline of Mudbrook;
- (6) Thence South $37^{\circ}36'41''$ West along the approximate centerline of Mudbrook, a distance of 232.10 feet to a point;
- (7) Thence South $46^{\circ}24'57''$ West continuing along said centerline, a distance of 932.46 feet to a point;
- (8) Thence South $48^{\circ}38'31''$ West continuing along said centerline, a distance of 738.77 feet to a point;
- (9) Thence South $57^{\circ}10'20''$ West continuing along said centerline, a distance of 707.20 feet to a point;
- (10) Thence North $02^{\circ}44'32''$ West along the East line of a parcel owned by Rivers Edge Condominium (PV 27 PG 91) and a parcel owned by Rivers Edge Condo 6th Amendment (PV 21 PG 1), a distance of 627.60 feet to a point, marking the Northeast corner of said Rivers Edge Condo 6th Amendment;
- (11) Thence North $88^{\circ}42'07''$ West along the North line of parcels owned by Rivers Edge Condo 6th Amendment (PV 21 PG 1), Rivers Edge Condo 9th Amendment (PV 29 PG 33), Rivers Edge Condo 10th Amendment (PV 29 PG 50), Rivers Edge Condo 11th Amendment (PV 29 PG 96) and a parcel owned by Russell Brennan & Kimberly Chase (RN 201910647), a distance of 966.38 feet to a point, marking the Northeast corner of a parcel owned by Randall & Sherri Mesenburg (RN 201401151);
- (12) Thence North $50^{\circ}26'22''$ West along the North line of said Mesenburg parcel, a distance of 145.46 feet to a point on the centerline of Main Street (66 FT);

(13) Thence North 39°48'04" East along the centerline of Main Street (66 FT), a distance of 24.00 feet to a point;

(14) Thence South 50°26'22" East along the South line of said North Port Subdivision, a distance of 137.08 feet to a point;

(15) Thence South 88°42'07" East continuing along said South line, a distance of 1374.80 feet to a point, marking the Southeast corner of said North Port Subdivision;

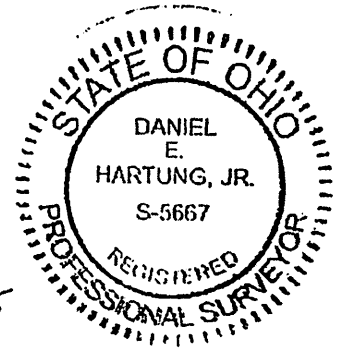
(16) Thence North 01°10'24" West along the East line of said North Port Subdivision, a distance of 244.10 feet to the point of beginning, containing 32.8404 acres, more or less, of which 1.3698 acres are in PP # 42-02091.000 and 0.9000 acre is in PP # 42-01604.000 and 2.2610 acre is in PP # 42-00709.000 and 4.5700 acres are in PP # 42-00708.000 and 0.4400 acre is in PP # 42-02025.000 and 8.2100 acres are in PP # 42-02026.000 and 15.0896 acres are in PP # 42-00710.000 but being subject to all legal highways, easements and restrictions of record.

The above description was prepared by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in July 2025, taken from existing deed and survey records and does not indicate an actual survey made by me. The bearings were based on ODOT VRS.

Daniel E. Hartung Jr. 7/22/25
Daniel E. Hartung Jr., PE, PS

CERTIFIED TO CONFORM WITH
ERIE COUNTY SURVEY REQUIREMENTS

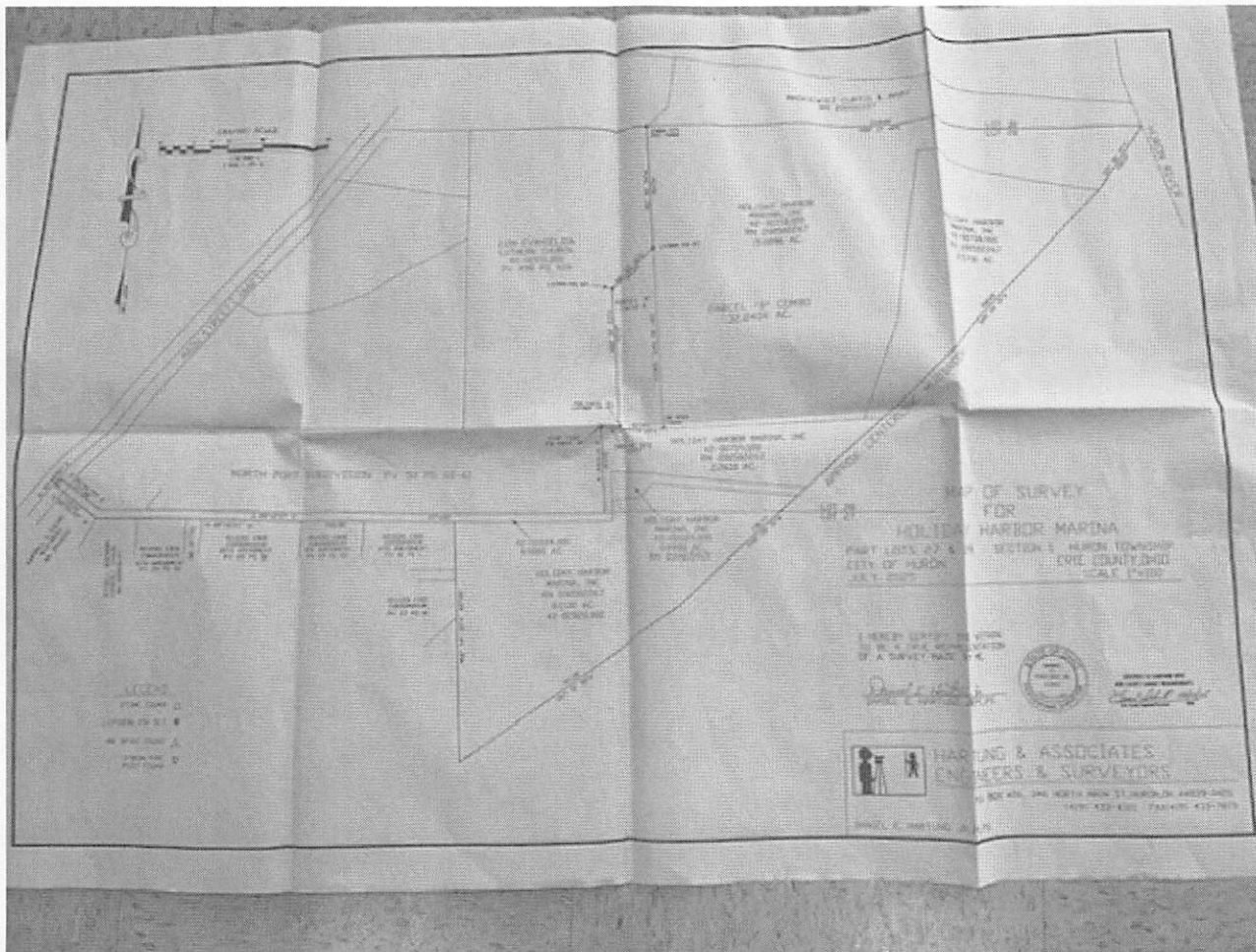
Eric B. Holli 08/01/25
Eric County Engineer/Surveyor Date



Approved by Huron City Planning Commission

Alex Roman
Zoning Inspector

11-20-25
Date



AFFIDAVIT FOR CREATING A SUBDIVISION OF LAND INVOLVING FIVE (5) LOTS OR LESS

BOX #1

PROPERTY OWNER'S AFFIDAVIT

All signatures must be obtained by the property owner or property owner's agent.
 Address of Property or Properties involved: 930 Main Street

State of Ohio, County of Erie Zion Evangelical Lutheran Church, by Sean Resley
 (Property Owner's Name and Address) President


Being duly sworn, upon his oath depose and say that: (Phone #) [REDACTED]
 (His, Her, Our)

- The proposed division of land is along an existing public road and involves no openings, widening or extensions of any street or roads;
- No more than five (5) lots are involved after the entire original parcel has been subdivided; and
- The property has been surveyed by a registered surveyor and is as set forth on the accompanying plat and legal description; two (2) copies of which shall show all information required for instruments of conveyance in Erie County including those standards contained in Sections 4733-37 to 4733-37-07 of the Administrative Code of the State of Ohio.

Sean Resley, President Property Owner's Signature

Notary (to be obtained by the property owner or property owner's agent)
 Sworn to before me and subscribed in my presence this 8 day of August 2025

[Signature] Notary Signature & Seal



Caroline L. Cottrell
 Notary Public, State of Ohio
 My Commission Expires:
 April 11, 2026

BOX #2

CITY OF HURON PLANNING & ZONING DEPARTMENT

I, hereby certify, that the lot or lots being created meet all requirements of the City of Huron Zoning Code.

[Signature]
 Planning & Zoning Department

11-20-25
 Date of Signature

To be completed by the City of Huron Planning & Zoning Department

The Planning & Zoning Department hereby certifies that the lot or lots being created are not contrary to applicable platting, subdividing, or zoning regulations.

Approval Signature:	<u>[Signature]</u>
Date of Approval:	<u>11-20-25</u>
Floodplain Determination	
Flood Zone:	
Date of Map:	
Field Determination Required:	YES NO

LEGAL DESCRIPTION
Zion Evangelical Lutheran Church
Job No. 25-105

16.7538 Acres
Retracement Survey

Situated in the City of Huron, County of Erie, State of Ohio and being part Sublots 4, 5 & 6 in the Original Lot 28, in Section 1 of Huron Township, T6N, R22W, also being part of a 10.63 acre tract of land conveyed to Zion Evangelical Lutheran Church, as described in Volume 498, Page 939 of the Erie County Deed Records and part of an 8.11 acre tract of land conveyed to Zion Evangelical Lutheran Church of Huron, Ohio, as described in Volume 319, Page 128 of the Erie county Deed Records, a tract of land bounded and described as follows;

Beginning at a stone found marking the northeast corner of the North Port Condominiums Amendment 1, as recorded in Plat Volume 47, Page 81 of the Erie County Plat Records;

- 1) thence along the north line of said North Port Condominiums Amendment 1, and the North Port Subdivision, as recorded in Plat Volume 51, Page 60 & 61 of the Erie County Plat Records, and the north line of the North Port Condominiums Amendment 2, as recorded in Plat Volume 47, Page 83 of the Erie County Plat Records, and the north line of the North Port Condominiums, as recorded in Plat Volume 47, Page 36 of the Erie County Plat Records, and the north line of the North Port Condominiums Amendment 3, as recorded in Plat Volume 49, Page 48 of the Erie County Plat Records and the north line of a 0.5187 acre tract of land conveyed to Eldon J. Zimmer and Janet E. Zimmer, as described in RN:200510645 of the Erie County Deed Records, N88°52'36"W, a distance of 1348.33 feet to a mag nail set on the centerline of South Main Street (66'R/W), passing a capped 1/2" iron pin found in concrete at 1306.09 feet and a 5/8" iron pin found with CDE cap at 933.62 feet;
- 2) thence along the centerline of said South Main Street, N39°45'18"E, a distance of 462.70 feet to a mag nail set marking a west corner of a 0.4435 acre tract of land conveyed to Marianne Socha, as described in RN:201810149 of the Erie County Deed Records;
- 3) thence along a south line of said 0.4435 acre Marianne Socha tract, S58°44'48"E, a distance of 96.00 feet to a 1/2" iron pin found marking a south corner of said 0.4435 acre Marianne Socha tract, passing a bent 1/2" iron pin found at 33.37 feet;
- 4) thence along a south line of said 0.4435 acre Marianne Socha tract, N82°09'32"E, a distance of 192.42 feet to a 1" iron pipe found marking a south corner of a 0.723 acre tract of land conveyed to Socha Investments, LTD, as described in RN: 120097 of the Erie County Deed Records;
- 5) thence along a south line of said 0.723 acre Socha Investments, LTD tract, N70°45'51"E, a distance of 124.63 feet to a 1" iron pipe found marking a south corner of a 0.7005 acre tract of land conveyed to 910MAINHURON, LLC, as described in RN:202303924 of the Erie County Deed Records;
- 6) thence along a south line of said 0.7005 acre 910MAINHURON, LLC tract, N57°42'51"E, a distance of 105.11 feet to a 1" iron pipe found marking a south corner of a 1.7539 acre tract of land conveyed to Sandpiper Investments, LTD, as described in RN:201611008 of the Erie County Deed Records;
- 7) thence along a south line of said 1.7539 acre Sandpiper Investments, LTD tract, N64°12'27"E, a distance of 221.25 feet to a 1" iron pipe found marking an east corner of said 1.7539 acre Sandpiper Investments, LTD tract;

- 8) thence along the east line of said 1.7539 acre Sandpiper Investments, LTD tract, N01°46'06"E, a distance of 122.26 feet to a 4" square concrete post found marking the southeast corner of the Huron Cemetery;
- 9) thence along the east line of said Huron Cemetery, N00°07'59"W, a distance of 200.00 feet to a 1/2" iron pin found on the north line of said Lot 28, also being the south line of a 0.3234 acre tract of land conveyed to LLLL Investments, Ltd., as described in RN:200310615;
- 10) thence along the north line of said Lot 28, also being the south line of said 0.3234 acre LLLL Investments, Ltd. tract, the south line of a 0.3937 acre tract and a 1.8145 acre tract of land conveyed to Erie Asset Acquisition Group LLC, as described in RN:202101561, S88°16'34"E, a distance of 524.29 feet to a 2-1/2" iron pipe post found marking the northwest corner of a 15.0896 acre tract of land conveyed to Holiday Harbor Marina, Inc., as described in RN:200502267 of the Erie County Deed Records;
- 11) thence along the west line of said 15.0896 acre Holiday Harbor Marina, Inc. tract, S01°55'51"E, a distance of 354.45 feet to the northeast corner of a proposed 1.3698 acre tract, referenced by a 1/2" iron pin found with Hartung cap found 0.26 feet east thereof;
- 12) thence along a north line of said 1.3698 acre tract, S51°25'22"W, a distance of 167.43 feet to an iron pin set marking the northwest corner of said 1.3698 acre tract;
- 13) thence, S02°52'05"E, a distance of 401.42 feet to an iron pin set on the north line of a 2.2610 acre tract of land conveyed to Holiday Harbor Marina, Inc., as described in RN:200502267 of the Erie County Deed Records;
- 14) thence along the north line of said 2.2610 acre Holiday Harbor Marina, Inc. tract, N88°52'36"W, a distance of 54.76 feet to the Point of Beginning, containing 16.7538 acres of land, more or less, of which 0.3424 acres lie in the road right of way, subject however to all legal highways and prior easements of record.

The above legal description is based upon a field survey performed by Gregory G. Burks, P.S. 8824, on September 20, 2025. The bearings in this legal description are based upon the Ohio County Coordinate System, Erie County Low Distortion Projection. All iron pins described as set are 5/8" diameter rebar, 30" long, with caps stamped "Burks PS 8824".

Date: October 3, 2025



Gregory G. Burks
 Gregory G. Burks, P.S.
 Professional Surveyor #8824
 Burks Engineering & Surveying, LLC

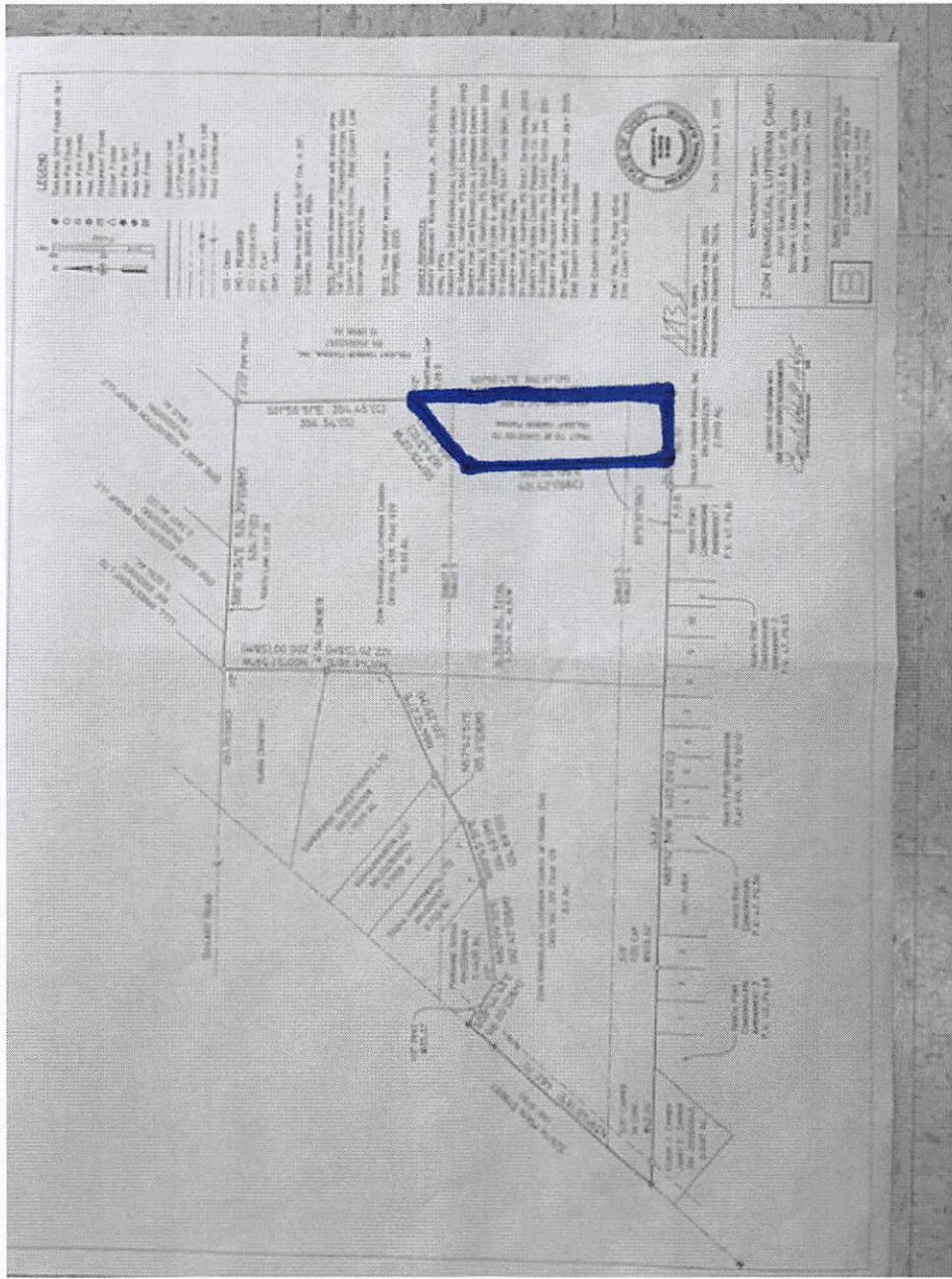
CERTIFIED TO CONFORM WITH
 ERIE COUNTY SURVEY REQUIREMENTS

Eric B. ... 11/13/25
 Erie County Engineer/Surveyor Date

Approved by Huron City Planning Commission

Alex ...
 Zoning Inspector

11-20-25
 Date



Transferred In Compliance with Sections 319-202 and 322-02 of the Ohio Revised Code.
FEE \$
Exempt: <input checked="" type="checkbox"/>
R.E. TRANSFER:
\$
Richard H. Jeffrey Erie County Auditor
Trans. Fees: \$ 3.50
Date: 12/04/25

Richard H. Jeffrey
Erie County Auditor
Date: 12/04/25

GENERAL WARRANTY DEED

Holiday Harbor Marina, Inc., an Ohio corporation, the **GRANTOR**, for valuable consideration paid, grants with general warranty covenants to **Holiday Harbor Marina, Inc.**, an Ohio corporation, the **GRANTEE**, whose tax mailing address is 944 Main Street, Huron, Ohio 44839, the following real property bounded and described as set forth on the attached Exhibit A.

Subject to easements, restrictions, conditions of record, real estate taxes, assessments and zoning.

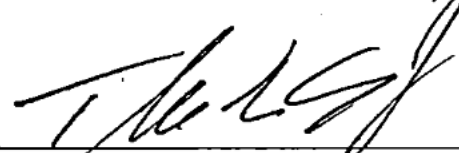
Prior Instrument Reference: Deed Volume 382, Page 494, Deed Volume 387, Page 148, RN200502267, RN 200615915, & RN2025_____, Erie County, Ohio, Official Records

Permanent Parcel Number: 42-00708.000, 42-00709.000, 42-00710.000, 42-01604.000, 42-02025.000, 42-02026.000, & 42-02091.000

Property Address: 944 Main Street, Huron, Ohio 44839

IN WITNESS WHEREOF the said **GRANTOR**, **Holiday Harbor Marina, Inc.**, has hereunto caused the execution thereof this 1st day of December, 2025.

HOLIDAY HARBOR MARINA, INC.

By: 
Thomas R. Solberg, Jr., President

STATE OF OHIO)
) ss:
COUNTY OF ERIE)

BE IT REMEMBERED, that on this 1st day of December, 2025, before me, the subscriber, a Notary Public in and for said state, personally came Thomas R. Solberg, Jr., President of **Holiday Harbor Marina, Inc.**, the **GRANTOR** in the foregoing General Warranty Deed, and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

KERRY L. ARBOGAST
Notary Public - State of Ohio
My Commission Expires May 31st 2026

Kerry L. Arbogast
Notary Public
Commission Expires: May 31st 2026

This instrument was prepared by Mark P. Smith, Flynn, Py & Kruse, L.P.A., 165 East Washington Row, Sandusky, Ohio 44870.



Parcel "B"
Combined Acreage
32.8404 Acres

Being situated in the State of Ohio, County of Erie, Huron Township, Section No. 1 Part Lots 27 & 28 now in the City of Huron and being more definitely described as follows:

Beginning at a stone found, marking the Northeast corner of North Port Subdivision (PV 50 PG 60-61), the same being the Northwest corner of a parcel owned by Holiday Harbor Marina, Inc. (RN 200502267);

- (1) Thence South $88^{\circ}50'33''$ East along the North line of said Holiday Harbor parcel, a distance of 54.74 feet to a $1/2''$ iron pin, set;
- (2) Thence North $02^{\circ}50'03''$ West a distance of 401.42 feet to a $1/2''$ iron pin, set;
- (3) Thence North $51^{\circ}53'22''$ East a distance of 166.65 feet to a $1/2''$ iron pin, set on the East line of a parcel owned by Zion Evangelical Lutheran Church (DV 498 PG 939);
- (4) Thence North $01^{\circ}52'54''$ West along the East line of said Zion Evangelical Church parcel, a distance of 354.54 feet to a 3" iron pipe post, found, marking the Southwest corner of a parcel owned by Curtis & Mary Mackiewicz (RN 202011137);
- (5) Thence South $88^{\circ}13'40''$ East along the South line of said Mackiewicz parcel, a distance of 1430.00 feet to a point on the approximate centerline of Mudbrook;
- (6) Thence South $37^{\circ}36'41''$ West along the approximate centerline of Mudbrook, a distance of 232.10 feet to a point;
- (7) Thence South $46^{\circ}24'57''$ West continuing along said centerline, a distance of 932.46 feet to a point;
- (8) Thence South $48^{\circ}38'31''$ West continuing along said centerline, a distance of 738.77 feet to a point;
- (9) Thence South $57^{\circ}10'20''$ West continuing along said centerline, a distance of 707.20 feet to a point;
- (10) Thence North $02^{\circ}44'32''$ West along the East line of a parcel owned by Rivers Edge Condominium (PV 27 PG 91) and a parcel owned by Rivers Edge Condo 6th Amendment (PV 21 PG 1), a distance of 627.60 feet to a point, marking the Northeast corner of said Rivers Edge Condo 6th Amendment;
- (11) Thence North $88^{\circ}42'07''$ West along the North line of parcels owned by Rivers Edge Condo 6th Amendment (PV 21 PG 1), Rivers Edge Condo 9th Amendment (PV 29 PG 33), Rivers Edge Condo 10th Amendment (PV 29 PG 50), Rivers Edge Condo 11th Amendment (PV 29 PG 96) and a parcel owned by Russell Brennan & Kimberly Chase (RN 201910647), a distance of 966.38 feet to a point, marking the Northeast corner of a parcel owned by Randall & Sherri Mesenburg (RN 201401151);
- (12) Thence North $50^{\circ}26'22''$ West along the North line of said Mesenburg parcel, a distance of 145.46 feet to a point on the centerline of Main Street (66 FT);

(13) Thence North 39°48'04" East along the centerline of Main Street (66 FT), a distance of 24.00 feet to a point;

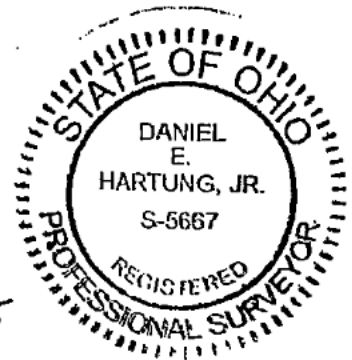
(14) Thence South 50°26'22" East along the South line of said North Port Subdivision, a distance of 137.08 feet to a point;

(15) Thence South 88°42'07" East continuing along said South line, a distance of 1374.80 feet to a point, marking the Southeast corner of said North Port Subdivision;

(16) Thence North 01°10'24" West along the East line of said North Port Subdivision, a distance of 244.10 feet to the point of beginning, containing 32.8404 acres, more or less, of which 1.3698 acres are in PP # 42-02091.000 and 0.9000 acre is in PP # 42-01604.000 and 2.2610 acre is in PP # 42-00709.000 and 4.5700 acres are in PP # 42-00708.000 and 0.4400 acre is in PP # 42-02025.000 and 8.2100 acres are in PP # 42-02026.000 and 15.0896 acres are in PP # 42-00710.000 but being subject to all legal highways, easements and restrictions of record.

The above description was prepared by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in July 2025, taken from existing deed and survey records and does not indicate an actual survey made by me. The bearings were based on ODOT VRS.

Daniel E. Hartung Jr. 7/22/25
Daniel E. Hartung Jr., PE, PS



CERTIFIED TO CONFORM WITH
ERIE COUNTY SURVEY REQUIREMENTS

Eric B. Behl 08/01/25
Eric County Engineer/Surveyor Date

Approved by Huron City Planning Commission

Alex R...
Zoning Inspector

11-20-25
Date

Transferred In Compliance with section: 319-202 and 222-02 of the Ohio Revised Code.
FEE \$ <u>12.50</u>
Exempt: _____
R.E. TRANSFER: \$ <u>37.50</u>
Richard H. Jeffrey Erie County Auditor
Trans. Fees: \$ <u>50</u>
Date <u>12-4-2025</u>

Richard H. Jeffrey
Erie County Auditor
Date

GENERAL WARRANTY DEED

Zion Evangelical Lutheran Church, the **GRANTOR**, for valuable consideration paid, grants with general warranty covenants to **Holiday Harbor Marina, Inc.**, an Ohio Corporation, the **GRANTEE**, whose tax mailing address is 944 Main Street, Huron, Ohio 44839, the following real property bounded and described as set forth on the attached Exhibit A.

Subject to easements, restrictions, conditions of record, real estate taxes, assessments and zoning.

Prior Instrument Reference: Deed Volume 498, Page 939, Erie County, Ohio, Official Records

Permanent Parcel Number: 42-02091.000

Property Address: 930 Main Street, Huron, Ohio 44839

IN WITNESS WHEREOF the said **GRANTOR**, Zion Evangelical Lutheran Church, has hereunto caused the execution thereof this 3rd day of December, 2025.

ZION EVANGELICAL LUTHERAN CHURCH

By: *Sean Resley*
Sean Resley, President

STATE OF OHIO)
) ss:
COUNTY OF ERIE)

BE IT REMEMBERED, that on this 3rd day of December, 2025, before me, the subscriber, a Notary Public in and for said state, personally came Sean Resley, President of Zion Evangelical Lutheran Church, the GRANTOR in the foregoing General Warranty Deed, and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Caroline L. Cottrell
Notary Public, State of Ohio
My Commission Expires:
April 11, 2026


Notary Public
Commission Expires: 4/11/26

This instrument was prepared by Mark P. Smith, Flynn, Py & Kruse, L.P.A., 165 East Washington Row, Sandusky, Ohio 44870.

Parcel "A"
1.3698 Acres

Being situated in the State of Ohio, County of Erie, Huron Township, Section No. 1 Part Lot 28 now in the City of Huron and being more definitely described as follows:

Commencing at a stone found, marking the Northeast corner of North Port Subdivision (PV 50 PG 60-61), the same being the Northwest corner of a parcel owned by Holiday Harbor Marina, Inc. (RN 200502267); Thence South 88°50'33" East along the North line of said Holiday Harbor parcel, a distance of 54.74 feet to a 1/2" iron pin, set and the point of beginning;

- (1) Thence North 02°50'03" West a distance of 401.42 feet to a 1/2" iron pin, set;
- (2) Thence North 51°53'22" East a distance of 166.65 feet to a 1/2" iron pin, set on the West line of a parcel owned by Holiday Harbor Marina, Inc. (RN 200502267);
- (3) Thence South 01°52'54" East along the West line of said Holiday Harbor parcel, a distance of 506.64 feet to a railroad spike found on the North line of said Holiday Harbor parcel;
- (4) Thence North 88°50'33" West along the North line of said Holiday Harbor parcel, a distance of 127.94 feet to the point of beginning, containing 1.3698 acres, more or less, but being subject to all legal highways, easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in July 2025. The bearings were based on ODOT VRS.

[Signature]
Daniel E. Hartung Jr., PE, PS.

CERTIFIED TO CONFORM WITH
ERIE COUNTY SURVEY REQUIREMENTS

[Signature] 08/01/25
Erie County Engineer/Surveyor Date

Approved by Huron City Planning Commission

[Signature]
Zoning Inspector

11-20-25
Date



Transferred
In Connection with actions 319-232 and 322-62 of the Ohio Revised Code.
FEE \$ _____
Exempt: <input checked="" type="checkbox"/>
R.E. TRANSFER: \$ _____
Richard H. Jeffrey Erie County Auditor
Trans. Fees: \$ <u>50</u>
Date: <u>2/4/25</u>

Richard H. Jeffrey
Erie County Auditor / Engineer
Date: *2/4/25*

GENERAL WARRANTY DEED

Zion Evangelical Lutheran Church, the GRANTOR, for valuable consideration paid, grants with general warranty covenants to Zion Evangelical Lutheran Church, the GRANTEE, whose tax mailing address is 930 Main Street, Huron, Ohio 44839, the following real property bounded and described as set forth on the attached Exhibit A.

Subject to easements, restrictions, conditions of record, real estate taxes, assessments and zoning.

Prior Instrument Reference: RN2025_____, Deed Volume 498, Page 939, Erie County, Ohio, Official Records

Permanent Parcel Number: 42-02091.000

Property Address: 930 Main Street, Huron, Ohio 44839

IN WITNESS WHEREOF the said GRANTOR, Zion Evangelical Lutheran Church, has hereunto caused the execution thereof this 3rd day of December, 2025.

ZION EVANGELICAL LUTHERAN CHURCH

By: *Sean Resley*
Sean Resley, President


STATE OF OHIO)
) ss:
COUNTY OF ERIE)

BE IT REMEMBERED, that on this 3 day of December, 2025, before me, the subscriber, a Notary Public in and for said state, personally came Sean Resley, President of **Zion Evangelical Lutheran Church**, the **GRANTOR** in the foregoing General Warranty Deed, and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Caroline L. Cottrill
Notary Public, State of Ohio
My Commission Expires:
April 11, 2026



Notary Public
Commission Expires: 4/11/26

This instrument was prepared by Mark P. Smith, Flynn, Py & Kruse, L.P.A., 165 East Washington Row, Sandusky, Ohio 44870.

BURKS
ENGINEERING &
SURVEYING, LLC

8153 MAIN STREET • PO BOX 191 • OLD FORT, OH 44861 • 419.721.7799

LEGAL DESCRIPTION
Zion Evangelical Lutheran Church
Job No. 25-105

16.7538 Acres
Retracement Survey

Situated in the City of Huron, County of Erie, State of Ohio and being part Sublots 4, 5 & 6 in the Original Lot 28, in Section 1 of Huron Township, T6N, R22W, also being part of a 10.63 acre tract of land conveyed to Zion Evangelical Lutheran Church, as described in Volume 498, Page 939 of the Erie County Deed Records and part of an 8.11 acre tract of land conveyed to Zion Evangelical Lutheran Church of Huron, Ohio, as described in Volume 319, Page 128 of the Erie county Deed Records, a tract of land bounded and described as follows;

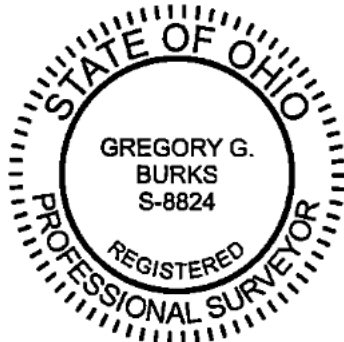
Beginning at a stone found marking the northeast corner of the North Port Condominiums Amendment 1, as recorded in Plat Volume 47, Page 81 of the Erie County Plat Records;

- 1) thence along the north line of said North Port Condominiums Amendment 1, and the North Port Subdivision, as recorded in Plat Volume 51, Page 60 & 61 of the Erie County Plat Records, and the north line of the North Port Condominiums Amendment 2, as recorded in Plat Volume 47, Page 83 of the Erie County Plat Records, and the north line of the North Port Condominiums, as recorded in Plat Volume 47, Page 36 of the Erie County Plat Records, and the north line of the North Port Condominiums Amendment 3, as recorded in Plat Volume 49, Page 48 of the Erie County Plat Records and the north line of a 0.5187 acre tract of land conveyed to Eldon J. Zimmer and Janet E. Zimmer, as described in RN:200510645 of the Erie County Deed Records, N88°52'36"W, a distance of 1348.33 feet to a mag nail set on the centerline of South Main Street (66'R/W), passing a capped 1/2" iron pin found in concrete at 1306.09 feet and a 5/8" iron pin found with CDE cap at 933.62 feet;
- 2) thence along the centerline of said South Main Street, N39°45'18"E, a distance of 462.70 feet to a mag nail set marking a west corner of a 0.4435 acre tract of land conveyed to Marianne Socha, as described in RN:201810149 of the Erie County Deed Records;
- 3) thence along a south line of said 0.4435 acre Marianne Socha tract, S58°44'48"E, a distance of 96.00 feet to a 1/2" iron pin found marking a south corner of said 0.4435 acre Marianne Socha tract, passing a bent 1/2" iron pin found at 33.37 feet;
- 4) thence along a south line of said 0.4435 acre Marianne Socha tract, N82°09'32"E, a distance of 192.42 feet to a 1" iron pipe found marking a south corner of a 0.723 acre tract of land conveyed to Socha Investments, LTD, as described in RN: 120097 of the Erie County Deed Records;
- 5) thence along a south line of said 0.723 acre Socha Investments, LTD tract, N70°45'51"E, a distance of 124.63 feet to a 1" iron pipe found marking a south corner of a 0.7005 acre tract of land conveyed to 910MAINHURON, LLC, as described in RN:202303924 of the Erie County Deed Records;
- 6) thence along a south line of said 0.7005 acre 910MAINHURON, LLC tract, N57°42'51"E, a

- 8) thence along the east line of said 1.7539 acre Sandpiper Investments, LTD tract, N01°46'06"E, a distance of 122.26 feet to a 4" square concrete post found marking the southeast corner of the Huron Cemetery;
- 9) thence along the east line of said Huron Cemetery, N00°07'59"W, a distance of 200.00 feet to a 1/2" iron pin found on the north line of said Lot 28, also being the south line of a 0.3234 acre tract of land conveyed to LLLL Investments, Ltd., as described in RN:200310615;
- 10) thence along the north line of said Lot 28, also being the south line of said 0.3234 acre LLLL Investments, Ltd. tract, the south line of a 0.3937 acre tract and a 1.8145 acre tract of land conveyed to Erie Asset Acquisition Group LLC, as described in RN:202101561, S88°16'34"E, a distance of 524.29 feet to a 2-1/2" iron pipe post found marking the northwest corner of a 15.0896 acre tract of land conveyed to Holiday Harbor Marina, Inc., as described in RN:200502267 of the Erie County Deed Records;
- 11) thence along the west line of said 15.0896 acre Holiday Harbor Marina, Inc. tract, S01°55'51"E, a distance of 354.45 feet to the northeast corner of a proposed 1.3698 acre tract, referenced by a 1/2" iron pin found with Hartung cap found 0.26 feet east thereof;
- 12) thence along a north line of said 1.3698 acre tract, S51°25'22"W, a distance of 167.43 feet to an iron pin set marking the northwest corner of said 1.3698 acre tract;
- 13) thence, S02°52'05"E, a distance of 401.42 feet to an iron pin set on the north line of a 2.2610 acre tract of land conveyed to Holiday Harbor Marina, Inc., as described in RN:200502267 of the Erie County Deed Records;
- 14) thence along the north line of said 2.2610 acre Holiday Harbor Marina, Inc. tract, N88°52'36"W, a distance of 54.76 feet to the Point of Beginning, containing 16.7538 acres of land, more or less, of which 0.3424 acres lie in the road right of way, subject however to all legal highways and prior easements of record.

The above legal description is based upon a field survey performed by Gregory G. Burks, P.S. 8824, on September 20, 2025. The bearings in this legal description are based upon the Ohio County Coordinate System, Erie County Low Distortion Projection. All iron pins described as set are 5/8" diameter rebar, 30" long, with caps stamped "Burks PS 8824".

Date: October 3, 2025



Gregory G. Burks
 Gregory G. Burks, P.S.
 Professional Surveyor #8824
 Burks Engineering & Surveying, LLC

CERTIFIED TO CONFORM WITH
 ERIE COUNTY SURVEY REQUIREMENTS

Approved by Huron City Planning Commission
Alisa Roman
 Zoning Inspector

ORDINANCE NO. 2026-1

Introduced by Sam Artino

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HURON TO REFLECT THE REZONING OF APPROXIMATELY 1.3698 +/- ACRES OF VACANT LAND OWNED BY HOLIDAY HARBOR MARINA INC. LOCATED IN THE CITY OF HURON, ERIE COUNTY, OHIO (FORMERLY KNOWN AS ERIE COUNTY, OHIO PERMANENT PARCEL NUMBER 42-02091.000 AND NOW PART OF ERIE COUNTY, OHIO PARCEL NO. 42-00710.000), FROM THE CURRENT R-3 (MULTI-FAMILY RESIDENTIAL DISTRICT) TO B-3 (GENERAL BUSINESS 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, Holiday Harbor Marina Inc. submitted an application to rezone approximately 1.3698 +/- acres of land located in the City of Huron, Erie County, Ohio (formerly Erie County, Ohio Permanent Parcel Number 42-02091.000; now part of Erie County, Ohio PPN 42-00710.000) (hereinafter the "Property"), from R-3 (Multi-Family Residential District) to B-3 (General Business 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 January 21, 2026; 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 March 10, 2026, 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 located in the City of Huron, Erie County, Ohio (formerly known as Erie County, Ohio Permanent Parcel Number 42-02091.000; now part of Erie County, Ohio Permanent Parcel Number 42-00710.000), from R-3 (Multi-Family Residential District) to B-3 (General Business 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 Sectio 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

William Biddlecombe, Vice-Mayor

ATTEST: _____

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Christine Gibboney
RE: Ordinance No. 2026-2 (**first reading**) (*submitted by Christine Gibboney*)
DATE: March 10, 2026

Subject Matter/Background

AS SUBMITTED BY CHRISTINE GIBBONEY, PLANNING & ZONING MANAGER:

The Planning & Zoning Department processes applications and issues permits for projects involving work within the city right-of-way (ROW). Planning & Zoning then funnels applications to the Engineer for plan review and later the Street Foreman for Inspections. These projects can include driveway aprons, sidewalks, and utility service work. The corresponding code for this work is in the Streets, Utilities and Public Services Code; specifically, Chapter 901- Excavations.

Amendments to Chapter 901 (Excavations) has been on our radar to review and amend for compliance with Chapter 1323 (Contractor Registration), updating cash bond requirements to address situations where a homeowner wishes to perform the work himself, adjustment of the permit fees, and the addition of a penalty for work performed without a permit. Legal has provided oversight and review of proposed amendment.

The proposed amendments to Chapter 901 set forth in Ordinance No. 2026-2 reflect and support the process already adopted in Chapter 1323 for contractor registration related to insurance and bonds required when work within the city ROW is performed by contractors.

What was lacking in the current code was language to address the bonds/deposits when a homeowner or someone other than a contractor, like a relative or family friend, is doing the work. Cash or Surety Bonds provide funds to cover the cost and supervision of backfilling, repairing, and restoring pavement to its former condition in the event the applicant fails the final inspection, and work is required to properly restore the city ROW. Legal provided research related to non-contractor bond requirements found in other municipalities, providing the new language to address these situations.

Another issue this proposed amendment addresses relates to work being done without a permit. The most common of these that the city encounters involve driveway aprons being poured without a permit. The amendment includes a penalty fee on top of the application fee in these cases.

Lastly, a minimal \$5.00 increase to the application fee is being proposed; this fee has not been increased since 2004. Based on staff research, application fees ranged between \$50-\$60 with some municipalities having additional linear foot charges or others which based their fees on the type of roadways.

Snapshot of significant changes to the code (in addition, see redline of Chapter 901 attached hereto as Exhibit 1):

CURRENT	PROPOSED
----------------	-----------------

Contractors: \$500 Cash Bond, \$5,000 Surety Bond, and Liability Insurance requirements which conflict with Contractor Registration requirements of Chapter 1321 for contractors working within the ROW	Compliance to Chapter 1323-Contractors to working in the ROW - \$10,000 Surety Bond, Insurance coverage w/ City named as insured, Workers Comp Certificate, Registration with Regional Income Tax Agency, Contractor Registration Certificate issued by the city.
NONE	Requirements for applicants <i>other than</i> Contractors: Deposit (cash bond) of \$10.00 for each square foot of surface affected by the work or \$1,000.00 whichever is more.
\$50.00 application fee; no mention of inspections	\$55.00 application fee which includes two (2) inspections (initial & final) performed by the Street Department.
NONE	\$55.00 Penalty fee for starting work w/o a permit. This is in addition to the application fee of \$55.00 that will be required.

With spring around the corner, we will soon be seeing an uptick in these types of permit applications. If Council agrees, staff will ask that on the final of the three readings, the ordinance be adopted as an emergency in order for the changes to become effective immediately upon adoption.

Financial Review

There is no financial impact relating to 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 placing Ordinance No. 2026-2 on its first reading is in order.

[Resolution No. 2026-2 Exh 1 SSEG Redline.pdf](#)

[Ordinance No. 2026-2 Amend Chapter 901 Streets Utilities and Public Svcs Code \(1\).docx](#)

[Resolution No. 2026-2 Exh A.pdf](#)

[Ordinance No. 2026-2 Exh B.docx](#)

CODIFIED ORDINANCES OF HURON

PART NINE - STREETS, UTILITIES AND PUBLIC SERVICES CODE

TITLE ONE - Street and Sidewalk Areas

- Chap. 901. Excavations.
 Chap. 903. Sidewalk Construction. Chap.
 Chap. 905. Culverts, Drains and Ditches.
 Chap. 907. Trees.
 Chap. 909. Assessments.

**CHAPTER 901
Excavations**

- | | |
|--|---|
| <p>901.01 Definitions.
 901.02 Permit required; exception.
 901.03 Permit fee; deposit required.
 901.04 Liability insurance required.</p> | <p>901.07 Protection of openings.
 901.08 Deposit return; deficiency.
 901.99 Penalty.</p> |
| <p>901.05 Conditions of permit issuance.
 901.06 Backfill and restoration supervision by City; cost borne by permittee.</p> | |

CROSS REFERENCES

- Power to establish and care for streets - see Ohio R.C. 715.19, 717.01, 723.01
 Division of Streets and Parks - see ADM. Ch. 149
 Driving on street posted as closed for repair - see TRAF. 331.26
 Barricades and warning devices - see GEN. OFF. 521.03
 Sidewalk construction - see S.U. & P.S. Ch. 903
 Culverts, drains and ditches - see S.U. & P.S. Ch. 905
 Grading and paving in subdivisions - see P. & Z. 1117.05 et seq.
 Street pavements in subdivisions - see P. & Z. 1119.01 et seq.

901.01 DEFINITIONS.

Wherever the words "street", "alley" and "sidewalk" are used in this chapter, such words shall mean that land lying between private lot lines and dedicated for public use. (Ord. 1962-20. Passed 7-23-62.)

901.02 PERMIT REQUIRED; EXCEPTION.

Before any person, other than a duly authorized City officer or employee, performs any work within the ~~city~~City right-of-way or other public grounds in the ~~city~~City, ~~such work~~ including but not limited to: making an opening ~~in, or excavation of, or removing, any surface within the City right-of-way, including in~~ any ~~tree lawn, sidewalk,~~ street, boulevard, avenue, alley, highway, driveway apron, ~~or removes any surface or opens any sidewalk,~~, such person shall file with the Service Director or his duly appointed designee, ~~an~~ application ~~for a permit~~ therefor. Such ~~permit~~ application shall include a site plan which will accurately reflect property lines, setbacks, ~~and the~~ location, kind, ~~purpose~~ and extent of the proposed ~~work within the City right-of-way opening or removal of sidewalk,~~ and the number, purpose and size of ~~the any~~ openings or excavations which are desired or necessary. ~~No work within the City right-of-way shall be performed without application for and issuance of a permit by the City.~~ A penalty fee of fifty -five dollars (\$55.00) shall be charged for work performed ~~in the City right-of-way~~ without ~~such issuance of~~ a permit.

Nothing herein contained shall be deemed applicable to any contracts with the City with respect to street openings. (Ord.. Passed.)

901.03 PERMIT FEE, ~~AND SURETY BOND OR DEPOSIT,~~ REQUIRED.

If any ~~openings or excavations are work is to be performed within the City right-of-way~~ for a purpose other than pursuant to a contract with the City, the applicant ~~who it to perform the work, being a Contractor registered with the City of Huron,~~ shall pay to the City of Huron, a non-refundable permit fee of fifty-five dollars (\$55.00) ~~which shall include the plan review, which permit fee will cover the City's cost of reviewing such permit application, issuing a permit (if any), and performing two (2) inspections of the work site.~~and-

~~A Contractor who is to perform the work shall also have on file with the City the required Ten Thousand Dollar (\$10,000) Surety Bond surety bond as part of the required for Contractor Registration requirement registration under Section 901.04 and Chapter 1323 for contractors working within the city right-of-way to.~~

~~Any applicant, other than a Contractor, who is to perform the work shall make a deposit with the City in the amount of ten dollars (\$10.00) for each square foot of surface affected by such work or one thousand dollars (\$1,000), whichever is more.~~

~~The surety bond or deposit, as the case may be, will cover the City's cost and supervision of backfilling, repairing, restoring and relaying the pavement restoring the surface to its former condition if the applicant fails to do so in a reasonable amount of time, and will be released or returned to the applicant, subject to any deductions thereof pursuant to Sections 901.05, 901.06 and 901.08, upon the completion of the work to the full satisfaction of the Service Director.~~ The amount of the ~~deposit permit fee deposit~~ may be increased when the nature, size and location of the proposed ~~opening work~~ warrants such increase, which shall be determined by the Service Director or his duly appointed designee.

~~In the event a property owner will be performing the work themselves, the application, permit fee and a.....will be required~~
(Ord. Passed.)

901.04 CONTRACTOR REGISTRATION REQUIRED.

All ~~contractors~~Contractors who are to perform such work shall be registered with the ~~city~~City pursuant to Chapter 1323 of the Codified Ordinances and hold a valid ~~city~~City-issued Certificate.
(Ord.. Passed)

901.05 CONDITIONS OF PERMIT ISSUANCE.

As a condition of the issuance of any ~~street opening permit under this Chapter, which issuance is not guaranteed and is at the discretion of the Service Director, shall be that~~ the applicant agrees to abide by all the provisions of any City ordinance ~~or and~~ State law, and agrees, ~~in the event of default, to take full responsibility and liability for any damages arising from such work, and agrees to~~ reimburse the City for any additional costs incurred by the City, ~~in excess of the surety bond on file by the Contractor or in the case of the applicant being the property owner, the~~

~~???~~ required for such opening, for the defense of all lawsuits and settlement and payment of any and all claims, actions or judgments for damage to persons or property arising out of the work, and in restoring the pavement to its former condition as necessitated by applicant's failure to do so. Such additional costs will first be taken from the surety bond or deposit submitted by applicant, and any excess costs will be billed directly to the applicant. Any remaining balance of the surety bond or deposit shall be released or returned to the applicant.

(Ord.. Passed.)

901.06 BACKFILL AND RESTORATION SUPERVISION BY CITY; COST BORNE BY PERMITTEE.

All ~~openings madework performed~~ within the ~~street, City~~ right-of-way, ~~or sidewalk removed under Section 9.02~~ shall be subject to the directions of and be performed under the supervision of the Service Director or his duly appointed designee as part of the required inspections under Section 9.03. All ~~paving, material removed from the opening or excavation during such work, flagging, curbing and ballasting~~ shall be carefully removed and ~~preserved~~ handled to ensure proper containment, future reuse, and/or transport from the work site for disposal. After the work is done, as contemplated by the application for the permit herein referred to, the trench or opening The surface modified by such work shall be restored to its former condition ~~refilled and the flagging, concrete, paving or other paving material shall be properly replaced~~ under the supervision and direction, and to the satisfaction, of the Service Director or his duly appointed designee. Any costs incurred therefor shall be at the sole expense of the permit holder.

(Ord.. Passed)

901.07 PROTECTION OF OPENINGS.

All openings, excavations, obstructions or ~~areas surfaces removed modified during such work~~ shall be carefully guarded, protected or barricaded at all times, and during the night hours shall be defined by lights and such other precautions as shall be necessary to guard against accidents. The Service Director or his duly appointed designee may issue any additional orders as he deems proper which shall be implicitly and promptly complied with. At all times the work shall be done to cause the least inconvenience to property owners and the general public. (Ord. Passed.)

901.08 FINAL INSPECTION; DEFICIENCY.

A final inspection of the work shall be conducted by the Service Director or his duly appointed designee, to ensure proper completion of such work, including compliance with 901.06. Should the applicant fail, refuse or neglect to properly complete such work to the satisfaction of the Service Director or comply with Section 901.06, the ~~city~~ City shall cause the work to be ~~done so completed~~ and the ~~pavement surface~~ restored to its former condition. Payment for all such work ordered or performed by the ~~city~~ City shall be applied against the ~~contractor applicant's~~ surety bond or ~~deposit in the case of the applicant being the owner.....~~ Should the cost of the labor and materials involved for such work by the City exceed ~~the~~ amount of the surety bond or ~~deposit~~ the....., the applicant shall be billed the balance due. If the invoice for such balance due is not paid within thirty (30) day safter billing, any balance due shall be recovered by legal action.

(Ord.. Passed.)

901.99 PENALTY.

Whoever violates any provision of this chapter is guilty of a minor misdemeanor. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

ORDINANCE NO. 2026-2

Introduced by Sam Artino

AN ORDINANCE AMENDING CHAPTER 901 (EXCAVATIONS) OF THE HURON CODIFIED ORDINANCES.

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

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

Section 1. That Chapter 901 (Excavations) of the Codified Ordinances of the City of Huron, Ohio, which currently reads (see Exhibit "A" attached hereto and made a part hereof), shall be and hereby is amended to read as follows (see Exhibit "B" attached hereto and made a part hereof).

Section 2. That a new revised and restated Chapter 901 (Excavations) of the Codified Ordinance of the City of Huron shall be, and hereby is, adopted and thereafter shall be in full force and effect.

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

Section 4. 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.

William Biddlecombe, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

CODIFIED ORDINANCES OF HURON

PART NINE - STREETS, UTILITIES AND PUBLIC SERVICES CODE

TITLE ONE - Street and Sidewalk Areas

- Chap. 901. Excavations.
 Chap. 903. Sidewalk Construction.
 Chap. 905. Culverts, Drains and Ditches.
 Chap. 907. Trees.
 Chap. 909. Assessments.

**CHAPTER 901
Excavations**

- | | |
|--|---|
| <p>901.01 Definitions.</p> <p>901.02 Permit required; exception.</p> <p>901.03 Permit fee; deposit required.</p> <p>901.04 Liability insurance required.</p> <p>901.05 Conditions of permit issuance.</p> <p>901.06 Backfill and restoration supervision by City; cost borne by permittee.</p> | <p>901.07 Protection of openings.</p> <p>901.08 Deposit return; deficiency.</p> <p>901.99 Penalty.</p> |
|--|---|

CROSS REFERENCES

- Power to establish and care for streets - see Ohio R.C. 715.19, 717.01, 723.01
- Division of Streets and Parks - see ADM. Ch. 149
- Driving on street posted as closed for repair - see TRAF. 331.26
- Barricades and warning devices - see GEN. OFF. 521.03
- Sidewalk construction - see S.U. & P.S. Ch. 903
- Culverts, drains and ditches - see S.U. & P.S. Ch. 905
- Grading and paving in subdivisions - see P. & Z. 1117.05 et seq.
- Street pavements in subdivisions - see P. & Z. 1119.01 et seq.

901.01 DEFINITIONS.

Wherever the words "street", "alley" and "sidewalk" are used in this chapter, such words shall mean that land lying between private lot lines and dedicated for public use. (Ord. 1962-20. Passed 7-23-62.)

901.02 PERMIT REQUIRED; EXCEPTION.

Before any person other than a duly authorized City officer or employee makes any opening in any street, boulevard, avenue, alley, highway or other public grounds in the City, or removes the surface of any sidewalk or any part thereof, or opens any sidewalk in the City, such person shall file with the Division of Utilities, a written or the printed application therefor. Such application shall set forth and accurately indicate location, kind and extent of the proposed opening or removal of sidewalk, and the number, purpose and size of the openings or excavations which are desired or necessary.

Nothing herein contained shall be deemed applicable to any contracts with the City with respect to street openings. (Ord. 1962-20. Passed 7-23-62.)

901.03 PERMIT FEE; DEPOSIT REQUIRED.

If any openings or excavations are for a purpose other than pursuant to a contract with the City, the applicant shall pay to the Division of Utilities, or its duly appointed designee, a permit fee of fifty dollars (\$50.00) and shall post either five hundred dollars (\$500.00) cash or a surety bond in the amount of five thousand dollars (\$5,000) to cover the cost and supervision of backfilling, repairing, restoring and relaying the pavement to its former condition. The amount of the deposit may be increased when the nature, size and location of the proposed opening warrants such increase, which shall be determined by the Service Director. (Ord. 2004-7. Passed 5-10-04.)

901.04 LIABILITY INSURANCE REQUIRED.

Before any permit is issued, the applicant shall also deposit with the Division of Utilities, or its duly appointed designee, an insurance policy, issued by a company authorized to write insurance in the State of Ohio, designating the City as an additional insured therein, by the terms of which the City is saved harmless from any and all claims for bodily injury and property damage within the limits of one million dollars (\$1,000,000) for each accident arising or growing out of the street opening or removal of the surface of any sidewalk or opening in any sidewalk, or the prosecution of the work for which the permit is obtained, or in any manner arising or growing out of the work necessary or incident to the issuance of the permit or that may be occasioned by reason of any opening or anything else done pursuant to the permit. (Ord. 2004-7. Passed 5-10-04.)

901.05 CONDITIONS OF PERMIT ISSUANCE.

A condition of the issuance of any street opening permit shall be that the applicant agrees to abide by all the provisions of any City ordinance or State law, and agrees, in the event of default, to reimburse the City for any additional costs incurred by the City, beyond the deposit required for such opening, in restoring the pavement to its former condition. (Ord. 1962-20. Passed 7-23-62.)

**901.06 BACKFILL AND RESTORATION SUPERVISION BY CITY;
COST BORNE BY PERMITTEE.**

All openings made within the street lines or sidewalk removed shall be subject to the directions of and under the supervision of the Service Director. All paving, material, flagging, curbing and ballasting shall be carefully removed and preserved. After the work is done, as contemplated by the application for the permit herein referred to, the trench or opening shall be refilled and the flagging, concrete, paving or other paving material shall be properly replaced under the supervision and direction of the Service Director. Any costs incurred therefor shall be at the sole expense of the permit holder.

(Ord. 1962-20. Passed 7-23-62.)

901.07 PROTECTION OF OPENINGS.

All openings, obstructions or areas where the sidewalk is removed shall be carefully guarded, protected or barricaded at all times, and during the night season shall be defined by lights and such other precautions as shall be necessary to guard against accidents. The Service Director may issue any additional orders as he deems proper which shall be implicitly and promptly complied with. At all times the work shall be done so as to cause the least inconvenience to property owners and the general public. (Ord. 1962-20. Passed 7-23-62.)

901.08 DEPOSIT RETURN; DEFICIENCY.

When any work under any permit is completed and all the mandates of this chapter have been complied with as certified by the Service Director, the Director of Finance shall issue a warrant to return the deposit or any portion thereof to the permittee. If the deposit is insufficient to reimburse the City for any work performed by the City in the event of default, the Director of Finance shall certify the deficiency to the City Manager who shall notify the permittee of the deficiency and cause the same to be collected.

(Ord. 1962-20. Passed 7-23-62.)

901.99 PENALTY.

Whoever violates any provision of this chapter is guilty of a minor misdemeanor. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

CODIFIED ORDINANCES OF HURON

PART NINE - STREETS, UTILITIES AND PUBLIC SERVICES CODE

TITLE ONE - Street and Sidewalk Areas

- Chap. 901. Excavations.
Chap. 903. Sidewalk Construction. Chap.
Chap. 905. Culverts, Drains and Ditches.
Chap. 907. Trees.
Chap. 909. Assessments.

CHAPTER 901

Excavations

- | | | | |
|---------------|---|---------------|------------------------------------|
| 901.01 | Definitions. | 901.07 | Protection of openings. |
| 901.02 | Permit required; exception. | 901.08 | Deposit return; deficiency. |
| 901.03 | Permit fee; deposit required. | 901.99 | Penalty. |
| 901.04 | Liability insurance required. | | |
| 901.05 | Conditions of permit issuance. | | |
| 901.06 | Backfill and restoration
supervision by City; cost borne
by permittee. | | |

CROSS REFERENCES

- Power to establish and care for streets - see Ohio R.C. 715.19,
717.01, 723.01
Division of Streets and Parks - see ADM. Ch. 149
Driving on street posted as closed for repair - see TRAF.
331.26
Barricades and warning devices - see GEN. OFF. 521.03
Sidewalk construction - see S.U. & P.S. Ch. 903
Culverts, drains and ditches - see S.U. & P.S. Ch. 905
Grading and paving in subdivisions - see P. & Z.
1117.05 et seq.
Street pavements in subdivisions - see P. & Z. 1119.01 et seq.

901.01 DEFINITIONS.

Wherever the words "street", "alley" and "sidewalk" are used in this chapter, such words shall mean that land lying between private lot lines and dedicated for public use. (Ord. 1962-20. Passed 7-23-62.)

901.02 PERMIT REQUIRED; EXCEPTION.

Before any person, other than a duly authorized City officer or employee, performs any work within the City right-of-way or other public grounds in the City, such work including but not limited to: making an opening in, or excavation of, or removing, any surface within the City right-of-way, including any tree lawn, sidewalk, street, boulevard, avenue, alley, highway, driveway apron, such person shall file with the Service Director or his duly appointed designee, an application for a permit therefor. Such permit application shall include a site plan which will accurately reflect property lines, setbacks, and the location, kind, purpose and extent of the proposed work within the City right-of-way, and the number, purpose and size of any openings or excavations which are desired or necessary. No work within the City right-of-way shall be performed without application for and issuance of a permit by the City. A penalty fee of fifty - five dollars (\$55.00) shall be charged for work performed in the City right-of-way without such issuance of a permit.

Nothing herein contained shall be deemed applicable to any contracts with the City with respect to street openings. (Ord.. Passed.)

901.03 PERMIT FEE, AND SURETY BOND OR DEPOSIT, REQUIRED.

If any work is to be performed within the City right-of-way for a purpose other than pursuant to a contract with the City, the applicant who it to perform the work shall pay to the City of Huron a non-refundable permit fee of fifty-five dollars (\$55.00) , which permit fee will cover the City's cost of reviewing such permit application, issuing a permit (if any), and performing two (2) inspections of the work site.

A Contractor who is to perform the work shall also have on file with the City the Ten Thousand Dollar (\$10,000) surety bond as required for Contractor registration under Section 901.04 and Chapter 1323.

Any applicant, other than a Contractor, who is to perform the work shall make a deposit with the City in the amount of ten dollars (\$10.00) for each square foot of surface affected by such work or one thousand dollars (\$1,000), whichever is more.

The surety bond or deposit, as the case may be, will cover the City's cost and supervision of restoring the surface to its former condition if the applicant fails to do so in a reasonable amount of time, and will be released or returned to the applicant, subject to any deductions thereof pursuant to Sections 901.05,901.06 and 901.08, upon the completion of the work to the full satisfaction of the Service Director. The amount of the deposit may be increased when the nature, size and location of the proposed work warrants such increase, which shall be determined by the Service Director or his duly appointed designee.

(Ord. Passed.)

901.04 CONTRACTOR REGISTRATION REQUIRED.

All Contractors who are to perform such work shall be registered with the City pursuant to Chapter 1323 of the Codified Ordinances and hold a valid City-issued Certificate.

(Ord.. Passed)

901.05 CONDITIONS OF PERMIT ISSUANCE.

As a condition of the issuance of any permit under this Chapter, which issuance is not guaranteed and is at the discretion of the Service Director, the applicant agrees to abide by all the provisions of any City ordinance and State law, and agrees, to take full responsibility and liability for any damages arising from such work, and agrees to reimburse the City for any additional costs incurred by the City for the defense of all lawsuits and settlement and payment of any and all claims, actions or judgments for damage to persons or property arising out of the work, and in restoring the pavement to its former condition as necessitated by applicant's failure to do so. Such additional costs will first be taken from the surety bond or deposit submitted by applicant, and any excess costs will be billed directly to the applicant. Any remaining balance of the surety bond or deposit shall be released or returned to the applicant.

(Ord.. Passed.)

**901.06 BACKFILL AND RESTORATION SUPERVISION BY CITY;
COST BORNE BY PERMITTEE.**

All work performed within the City right-of-way under Section 9.02 shall be subject to the directions of and be performed under the supervision of the Service Director or his duly appointed designee as part of the required inspections under Section 9.03. All material removed from the opening or excavation during such work shall be carefully removed and handled to ensure proper containment, future reuse, and/or transport from the work site for disposal. After the work is done, as contemplated by the application for the permit herein referred to, the trench or opening The surface modified by such work shall be restored to its former condition under the supervision and direction, and to the satisfaction, of the Service Director or his duly appointed designee. Any costs incurred therefor shall be at the sole expense of the permit holder.
(Ord.. Passed)

901.07 PROTECTION OF OPENINGS.

All openings, excavations, obstructions or surfaces modified during such work shall be carefully guarded, protected or barricaded at all times, and during the night hours shall be defined by lights and such other precautions as shall be necessary to guard against accidents. The Service Director or his duly appointed designee may issue any additional orders as he deems proper which shall be implicitly and promptly complied with. At all times the work shall be done to cause the least inconvenience to property owners and the general public. (Ord. Passed.)

901.08 FINAL INSPECTION; DEFICIENCY.

A final inspection of the work shall be conducted by the Service Director or his duly appointed designee, to ensure proper completion of such work, including compliance with 901.06. Should the applicant fail, refuse or neglect to properly complete such work to the satisfaction of the Service Director or comply with Section 901.06, the City shall cause the work to be so completed and the surface restored to its former condition. Payment for all such work ordered or performed by the City shall be applied against the applicant's surety bond or deposit. Should the cost of the labor and materials involved for such work by the City exceed the amount of the surety bond or deposit, the applicant shall be billed the balance due. If the invoice for such balance due is not paid within thirty (30) day safter billing, any balance due shall be recovered by legal action.
(Ord.. Passed.)

901.99 PENALTY.

Whoever violates any provision of this chapter is guilty of a minor misdemeanor. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.



TO: Mayor Tapp and City Council
FROM: Terry Graham
RE: Ordinance No. 2026-3 (**first reading**) (*submitted by Terry Graham*)
DATE: March 10, 2026

Subject Matter/Background

AS SUBMITTED BY CHIEF TERRY GRAHAM, JR.:

The police department has seen a substantial increase in the number of public records requests specifically involving body worn camera and in-car cruiser camera videos. To properly provide appropriate and legal video and audio redactions, it usually takes between two and three times the length of the recordings to provide this service. In short, a significant amount of time has to be dedicated to provide these public records. H.B. 425, which was passed in April of 2019, changed part of Ohio's public records law (Ohio Revised Code 149). This law significantly restricts the general rule that in-car camera and body worn camera recordings are public record. This law declares that "restricted portions" of the recordings are not public records (i.e. victims, juveniles, protected health information, etc.). Ohio Revised Code 149.43 (B)(1) states, a state or local law enforcement agency or a prosecuting attorney's office may charge a requester the actual cost associated with preparing a video record for inspection or production, not to exceed seventy-five dollars per hour of video produced, nor seven hundred fifty dollars total. As used in this division, "actual cost," with respect to video records only, means all costs incurred by the state or local law enforcement agency or a prosecuting attorney's office in reviewing, blurring or otherwise obscuring, redacting, uploading, or producing the video records, including but not limited to the storage medium on which the record is produced, staff time, and any other relevant overhead necessary to comply with the request. The police department is proposing charging a \$75.00/per hour fee (maximum \$750 per incident) for this service.

Financial Review

There is no financial impact relating to 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 placing Ordinance No. 2026-3 on its first reading is in order.

[Ordinance No. 2026-3 Huron Police Department Video Policy \(2\).docx](#)

[Ordinance No. 2026-3 Exh A Huron PD Video Policy.docx](#)

ORDINANCE NO. 2026-3

Introduced by William Biddlecombe

AN ORDINANCE ESTABLISHING THE HURON POLICE DEPARTMENT VIDEO POLICY.

WHEREAS, the State of Ohio recently enacted ORC 149.43(B)(1) allowing a local law enforcement agency to charge a requestor the actual cost associated with preparing a video record for inspection or production, which includes retrieval, download, review, redaction, seeking legal advice regarding, and producing the record; and

WHEREAS, due to the increasing number of requests received by the City of Huron requesting video records and the increasing amount of time required to produce such records, the institution of a video policy to recoup the associated costs is reasonable and necessary.

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

SECTION 1. That the policy set forth in Exhibit A attached hereto and made a part hereon shall be, and hereby is, established as the Huron Police Department Video Policy.

SECTION 2. That the various municipal personnel handling public records requests received by the City of Huron shall, henceforth, act in accordance with such policy.

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

SECTION 4. 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

William Biddlecombe, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

CITY OF HURON POLICE DEPARTMENT

Video Policy

Ohio law provides:

When considering whether a state or local law enforcement agency or a prosecuting attorney's office promptly prepared a video record for inspection or produced a copy of a video record within a reasonable period of time, in addition to any other factors, a court shall consider the time required for a state or local law enforcement agency or a prosecuting attorney's office to retrieve, download, review, redact, seek legal advice regarding, and produce the video record. Except as specified in division (B)(11) of this section, notwithstanding any other requirement set forth in Chapter 149. of the Revised Code, a state or local law enforcement agency or a prosecuting attorney's office may charge a requester the **actual cost** associated with preparing a video record for inspection or production, **not to exceed seventy-five dollars per hour of video produced, nor seven hundred fifty dollars total**. As used in this division, "actual cost," with respect to video records only, means all costs incurred by the state or local law enforcement agency or a prosecuting attorney's office in reviewing, blurring or otherwise obscuring, redacting, uploading, or producing the video records, including but not limited to the storage medium on which the record is produced, **staff time**, and any other relevant overhead necessary to comply with the request. **A state or local law enforcement agency or a prosecuting attorney's office may include in its public records policy the requirement that a requester pay the estimated actual cost before beginning the process of preparing a video record for inspection or production. Where a state or local law enforcement agency or a prosecuting attorney's office imposes such a requirement, its obligation to produce a video or make it available for inspection begins once the estimated actual cost is paid in full by the requester.** A state or local law enforcement agency or a prosecuting attorney's office shall provide the requester with the estimated actual cost within five business days of receipt of the public records request. If the actual cost exceeds the estimated actual cost, a state or local law enforcement agency or a prosecuting attorney's office may charge a requester for the difference upon fulfilling a request for video records if the requester is notified in advance that the actual cost may be up to twenty per cent higher than the estimated actual cost. A state or local law enforcement agency or a prosecuting attorney's office shall not charge a requester a difference that exceeds twenty per cent of the estimated actual cost." (Emphasis added.) ORC 149.43(B)(1). <https://codes.ohio.gov/ohio-revised-code/section-149.43>

PURPOSE AND SCOPE

This policy establishes guidelines for recouping the costs to redact and obscure portions of police video and audio before providing the video to the public. The City administration believes it is unfair for Huron taxpayers to subsidize electronic platforms in their public exploitation of others for profit. Therefore, importantly, (i) Huron residents, (ii) individuals or entities identified in the relevant Huron police report, and (iii) traditional news media, whether broadcast, print, or electronic, will be exempt from this charge.

POLICY

It is the policy of the Huron Police Department to require payment to produce police video in response to public records requests. The Ohio Revised Code (outlined above) expressly authorizes this charge, which will enable the city to recoup its actual cost of production.

PROCEDURE

- (a) Huron Police, as authorized by ORC § 149.43, charges \$75.00 per video hour spent preparing a video for release.
- (b) Video will only be prepared for release upon payment of a \$150.00 deposit for each request, and actual costs shall be billed against this deposit, with any excess being returned to the requester, and any amounts due that exceed the deposit shall be paid to the City prior to release of the requested records to the requester.
- (c) Requestors who are Huron residents, individuals who are named in a police report, and traditional news media are exempt from payment for video requests.
 - 1. Requests for an exemption will be reviewed as quickly as possible.
 - 2. Any request that is denied may be appealed for final decision to the City Manager within 10 days of the denial.
- (d) This policy does not apply to discovery in criminal proceedings.
 - 1. This has no impact on any duty of City prosecutors to produce records, including police video, to defendants under the rules of criminal procedure or to victims of crime under any statute or law.
- (e) Requests for police video and exemptions will be submitted through the Clerk of Council for the city of Huron.

FEES

\$75.00 per video hour to be spent preparing video for production, total amount not to exceed \$750.00 per requested video.



TO: Mayor Tapp and City Council
FROM: Isaac Phillips
RE: Ordinance No. 2026-4 (*submitted by Isaac Phillips*)
DATE: March 10, 2026

Subject Matter/Background

Staff is requesting this ordinance be adopted by Council as an emergency measure in order to start work on the Project in a timely manner to have work completed by the end of summer 2026.

Exhibit 1 - Fiscal Officer's Certificate;
Exhibit 2 - Proposed Bond Registrar Agreement; and
Exhibit 3 - Proposed Continuing Disclosure Agreement.

Financial Review

The proposed legislation for the US Rte 6 project falls in line with budgetary expectations. Assuming a rate of 5.5% and a 20-year amortization at \$2.5M, the City would incur a new annual debt payment of roughly \$210K.

Based on 2025 assessment figures the City has the legal capacity for up to \$12M in new debt.

From a debt portfolio perspective, the City has an annual debt payment of \$50K maturing in 2026 and \$80K in 2030. Larger general fund debt payments do not mature until 2034, 2039, and 2043. With the recent additions of long-term debt over the last 5-6 years, the City would need to hold off on any new projects of similar cost levels until 2034 to keep its annual debt payments at its current level. The last 10 year budget approved by council includes no other new debt aside from this Rte 6 improvement project as well as the Main Street Improvement project.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2026-4 as an emergency measure is in order.

[Exh 1 AMERICAS 1106705426 v2 - Fiscal Officer's Certificate \(GO\) \(US 6 Phase 2\) \(2026\) \(1\).doc](#)

[Exh 2 AMERICAS 1106705434 v3 - Bond Registrar Agreement \(On-file\) \(1\).doc](#)

[Exh 3 AMERICAS 1106705435 v3 - Continuing Disclosure Agreement \(on-file\) \(1\).docx](#)

[Ordinance No. 2026-4 Bond Ordinance - US 6 Phase II \\$2,500,000 \(1\).docx](#)

FISCAL OFFICER’S CERTIFICATE

TO THE COUNCIL OF THE CITY OF HURON, OHIO:

As fiscal officer of the City of Huron, Ohio, I certify in connection with your proposed issue of bonds in the maximum principal amount of \$2,500,000 (the Bonds) to pay costs of improving a portion of US-6 located in the City by constructing, reconstructing, resurfacing, paving, grading, draining and making other improvements and, in connection therewith, constructing and reconstructing, as necessary, one or more roundabouts, curbs, gutters, sidewalks, concrete aprons, storm sewers, catch basins and related drainage facilities, and replacing or adding signage, lighting and traffic signals, together with all necessary related improvements and appurtenances thereto, all as designated in the plans approved or to be approved by Council (the improvement), that:

1. The estimated life or period of usefulness of the improvements is at least five years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 20 years, being my estimate of the life or period of usefulness of the improvement. If and to the extent a portion of the proceeds of the Bonds may be determined to be allocated to a class or classes having a maximum maturity of less than 20 years but in excess of five years, then the maximum maturity of the Bonds would still be at least 20 years by reason of a sufficient portion of the proceeds of the Bonds allocated to a class or classes having a maximum maturity or an estimated period of usefulness in excess of 20 years.

Dated: _____, 2026

Director of Finance
City of Huron, Ohio

\$ _____
City of Huron, Ohio
General Obligation (Limited Tax)
Street Improvement Bonds, Series 2026

BOND REGISTRAR AGREEMENT

THIS BOND REGISTRAR AGREEMENT (the Agreement) is made and entered into _____, 2026 and under the circumstances summarized in the following recitals, by and between [**BOND REGISTRAR**], a [_____] and authorized to exercise trust powers under the laws of the State of Ohio (the Bond Registrar), and the **CITY OF HURON, OHIO** (the City), a municipal corporation and political subdivision duly organized and validly existing under its Charter and the Constitution and laws of the State of Ohio, in connection with the issuance and servicing of \$_____ Street Improvement Bonds, Series 2026 (the Bonds), dated _____, 2026:

A. By Ordinance No. 2026-__, passed by the Council of the City on _____, 2026 (the Bond Ordinance), a certified copy of which is attached hereto as **Exhibit A**, and the Certificate of Award dated _____, 2026, signed by the Director of Finance of the City (the Fiscal Officer) pursuant to the Bond Ordinance (the Certificate of Award and, together with the Bond Ordinance, the Bond Legislation), a copy of which is attached hereto as **Exhibit B**, the City has authorized the issuance and sale of the Bonds.

B. By the Bond Legislation and pursuant to Section 9.96 and Chapter 133 of the Revised Code, the City has appointed the Bond Registrar as its agent to act as authenticating agent, bond registrar, transfer agent and paying agent for and in connection with the Bonds, and has authorized and directed the Bond Registrar to keep all the books and records necessary for registration, exchange and transfer of the Bonds (the Bond Register).

C. The City has determined that the Bonds will be initially issued and issuable in book entry form, with one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (DTC). The fully registered Bonds will be deposited with and retained in the custody of DTC or the Bond Registrar as its agent pursuant to any custodial relationship between the Bond Registrar and DTC with respect to the holding of the Bonds by the Bond Registrar under the DTC-FAST system for use in a book entry system. The City has executed, and DTC has accepted, the Blanket Issuer Letter of Representations to DTC (the DTC Letter) pertaining to the book entry system, a copy of which is included in the transcript of proceedings for the Bonds.

D. Capitalized words and terms used herein and not otherwise defined shall have the meanings set forth in the Bond Legislation.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the City and the Bond Registrar agree as follows:

Section 1. In connection with the original issuance and delivery of the Bonds:

(a) The City will deliver to the Bond Registrar no later than two (2) business days prior to the day set for delivery of the Bonds to _____ (the Original Purchaser) (the Closing):

(i) Specimens of the signatures or facsimile signatures of the officers of the City whose signatures or facsimile signatures appear on the Bonds;

(ii) _____ (___) typewritten Bond forms (one for each maturity of the Bonds), completed with numbers, principal amounts, interest rates, CUSIP numbers and denominations and listing Cede & Co., as nominee for DTC, as the registered owner, to be delivered at the Closing and such additional bond forms with appropriate blank spaces to be filled in (the Bond Forms), in sufficient number to provide for future transfers, as agreed upon by the City and the Bond Registrar; and

(iii) A completed Request to Authenticate and Deliver in the form attached as **Exhibit C**.

(b) The Bond Registrar shall review the Bonds to be delivered at the Closing to confirm the numbers, principal amounts, interest rates, CUSIP numbers, denominations and other pertinent information and record the name and address of Cede & Co., as nominee for DTC, as registered owner of the Bonds, in the Bond Register, so as to permit delivery of those Bonds at the time and place of the Closing.

(c) No later than two (2) business days before the Closing, the Bond Registrar, through one or more duly authorized officers or employees, or through another authorized person acting as an agent of the Bond Registrar and approved by the City, shall sign the Certificate of Authentication on each of the Bonds to be delivered at the Closing. At least two (2) business days prior to the Closing, the authenticated Bonds shall be delivered to DTC, or retained by the Bond Registrar as DTC's agent pursuant to a custodial relationship between the Bond Registrar and DTC with respect to the holding of the Bonds by the Bond Registrar under the DTC-FAST system, against a safekeeping receipt provided by DTC. No further disposition or release will be made of the Bonds or interests in the Bonds until payment for the Bonds has been made by the Original Purchaser, to the City in accordance with the instructions in the Request to Authenticate and Deliver.

(d) Upon confirmation by the City of its receipt of payment of the purchase price for the Bonds, the Bond Registrar, on behalf of the City, will contact DTC and authorize the release and delivery of the Bonds in accordance with the instructions in the Request to Authenticate and Deliver.

(e) The City consents to the Bond Registrar acting as agent for DTC pursuant to an existing custodial relationship between the Bond Registrar and DTC with respect to the holding of the Bonds by the Bond Registrar under the DTC-FAST system.

Section 2. The Bond Registrar shall hold in safekeeping any Bond Forms delivered to it by the City and not delivered at the Closing, as set forth in the form of Receipt attached hereto as **Exhibit D**, and shall notify the City of any need for additional Bond Forms in sufficient time to permit an adequate supply to be available for the purposes set forth in Section 1(a)(ii) and Section 4 of this Agreement.

Section 3. So long as any of the Bonds remain outstanding the Bond Registrar will keep and maintain at its designated corporate trust office the Bond Register, on which it will maintain a current and accurate record of the names and addresses of the registered owners of the Bonds (the Owners), and shall perform, without limitation, authentication, registration, exchange, transfer and paying agent functions and related mechanical, clerical and record or bookkeeping functions in connection with the Bonds, all in accordance with this Agreement, the Bond Legislation, Section 9.96 of the Revised Code, the DTC Letter and any applicable requirements of Section 149(a) of the Internal Revenue Code of 1986, as amended, and regulations, proposed regulations and rulings under that Section 149(a).

Section 4. As used in this Section:

“Book Entry Form” or “Book Entry System” means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry and (b) physical Bond certificates in fully registered form are issued by the City and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and “immobilized” in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City or the Bond Registrar is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

“Depository” means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book Entry System to record ownership of book entry interests in Bonds or the principal of and interest on the Bonds, and to effect transfers of Bonds, in Book Entry Form, and includes and means initially DTC.

“Participant” means any participant contracting with a Depository under a Book Entry System and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Bonds shall be originally issued to a Depository for use in a Book Entry System and: (a) such Bonds shall be registered in the name of the Depository or its nominee, as Owner, and deposited with and retained in the custody of the Depository or its agent; (b) there shall be a single, fully registered Bond representing each maturity; and (c) such Bonds shall not be transferable or exchangeable, except for transfer to another Depository or another nominee of a Depository,

without further action by the City as set forth in the Bond Legislation. The owners of book entry interests in the Bonds shall not, except as provided in the Bond Legislation, have any right to receive Bonds in the form of physical securities or certificates. The City and the Bond Registrar shall have no duties, obligations or responsibilities in connection with transfers or sales of book entry interests.

Except as provided in the Bond Ordinance, the City and the Bond Registrar will recognize and treat the Depository as the Owner of the Bonds for all purposes, including payment of debt charges, redemption and other notices and enforcement of remedies. Crediting of debt charge payments and transmittal of notices and other communications by the Depository to Participants, by Participants to indirect Participants, and by Participants and indirect Participants to the book entry interest owners, will be handled under arrangements among them.

Neither the City nor the Bond Registrar shall have any responsibility or liability for any aspects of the records relating to, or payments made on account of, book entry interest ownership, or for maintaining, supervising or reviewing any records relating to such ownership; or for the distribution by the Depository, Participants or others to the book entry interest owners of (i) payments of debt charges paid on the Bonds or (ii) redemption or other notices sent to the Depository as the registered owner, or that they will do so on a timely basis.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a Book Entry System, the City may attempt to have established a securities depository/Book Entry System relationship with another qualified Depository pursuant to the Bond Legislation. If the City does not or is unable to do so, the City, after the Bond Registrar, at the direction of the City, has made provision for notification of the owners of book entry interests in the Bonds by appropriate notice to the then Depository, shall permit withdrawal of the Bonds from the Depository or its agent, and shall authenticate and deliver Bond certificates in fully registered form to the assignees of the Depository or its nominee. If the event is not the result of City action or inaction, such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing, or otherwise preparing, and delivering such replacement Bonds), of those persons requesting that authentication and delivery. Such replacement Bonds shall be in Authorized Denominations.

The City and the Bond Registrar hereby covenant and agree to perform any and all of their respective duties and obligations arising out of the representation made by the City in the DTC Letter.

Section 5. In accordance with the Bond Legislation and except as provided with respect to Bonds in Book Entry Form as provided in Section 4, the Bond Registrar shall:

- (a) Exchange or transfer Bonds upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange or an assignment signed by the Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, and shall complete, authenticate and deliver new Bonds to the Owner or the new Owner of the transferred Bonds or its agent in an authorized denomination or denominations equal in the aggregate to the unmatured principal amount of

the Bonds surrendered. The new Bonds will bear interest at the same rate and mature on the same date as the surrendered Bonds.

(b) Record the exchange or transfer of any Bond on the Bond Register.

(c) If manual signatures on behalf of the City are required, undertake the above actions only after the new Bonds are signed by the authorized officers of the City.

(d) Complete the transfer or exchange, and completion, authentication and delivery of the new Bonds, in accordance with the standards and conditions applicable to registered corporate securities established in the Securities and Exchange Commission regulation §240.17 Ad-1 and -2 as promulgated under Section 17A of the Securities Exchange Act of 1934, as amended.

(e) Give notice on behalf of the City of any calls for redemption of Bonds.

(f) Hold money provided by the City for redemption of particular Bonds in trust for the account of the Owners of those Bonds, and pay that money to those Owners upon presentation and surrender of those Bonds.

Section 6. Every exchange or transfer of the Bonds will be made without charge to the Owners, except that the City and the Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Bond Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer.

Section 7. The Bonds shall be subject to optional redemption prior to maturity as provided in the Bond Legislation. To exercise its right of optional redemption, the City shall give written notice to the Bond Registrar of its election to redeem and of the redemption date and the principal amount of Bonds to be redeemed. That notice shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar. The Bonds maturing on December 1, 20__ (the Term Bonds), are subject to mandatory sinking fund redemption by the City on December 1 in the years 20__ and 20__. The Bond Registrar shall call the Term Bonds for mandatory redemption without notice from the City as provided in the Bond Ordinance and the Certificate of Award. The Bond Registrar shall give notice of optional and mandatory redemption of Bonds, call Bonds, hold moneys provided by the City for redemption of particular Bonds in trust for the account of the Owners of those Bonds, and pay those moneys to those Owners, all in accordance with the provisions of the Bond Ordinance, the Certificate of Award, this Agreement and the DTC Letter.

The Bond Registrar shall not be required to make any exchange or transfer of a Bond during the period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds to the Owners and ending at the close of business on the day of such mailing or to transfer or exchange any Bond selected for redemption, in whole or in part.

Section 8. The Bond Registrar shall complete, authenticate, deliver and register new Bonds to replace Bonds lost, stolen, destroyed or mutilated upon receiving written instructions to do so from the Fiscal Officer together with evidence of indemnification by the Owner of the City and the Bond Registrar in a form satisfactory to the City and the Bond Registrar.

Section 9. The Bond Registrar shall cancel any Bonds surrendered to it pursuant to the Bond Legislation for payment or retirement or for exchange, replacement or transfer. Written reports of surrender and cancellation of the Bonds shall be made to the Fiscal Officer by the Bond Registrar upon written request. Unless otherwise directed by the City or other lawful authority, canceled Bonds shall be retained and stored by the Bond Registrar for a period of seven (7) years. After that time, or at any earlier time as authorized by the City, the canceled Bonds may, at the direction of the Fiscal Officer, be either returned to the City or destroyed by the Bond Registrar by shredding or cremation, and certificates of that destruction (describing the manner of that destruction) shall be provided by the Bond Registrar to the Fiscal Officer.

Section 10. The Bond Registrar shall retain and store the Bond Register for seven years after payment of all of the Bonds. At any time and upon request by the City, the Bond Registrar shall permit the City to inspect the Bond Register and will provide the City with a copy of the Bond Register. The Bond Registrar and the City acknowledge that pursuant to Section 9.96 of the Revised Code the Bond Register is not a “public record” under Ohio law. In the event of a request to the Bond Registrar by any person other than the City for inspection of the Bond Register, the Bond Registrar shall notify the Fiscal Officer and will not permit that inspection unless it is approved by the Fiscal Officer, except that the Bond Registrar may permit an inspection pursuant to an order of a court of competent jurisdiction.

Section 11. The Bond Registrar shall pay the debt charges on the Bonds in accordance with the Bond Legislation and the DTC Letter, but only from money deposited with the Bond Registrar by the City for that purpose. The City shall cause funds to be on deposit with the Bond Registrar in an amount sufficient and available to pay the interest, or principal and interest and any premium, then to be due no later than 10:00 a.m. (Ohio time) on the business day immediately preceding the date on which that payment is to be made.

The Bond Registrar will keep and maintain records of its receipt of moneys from the City and its disbursement of those moneys and will make those records available to the Fiscal Officer upon request.

Section 12. The Bond Registrar agrees to undertake the duties and obligations and to perform all services contemplated to be performed under this Agreement. For its ordinary services, the City shall pay the Bond Registrar a [fee of \$_____ within 30 days after the Closing, together with an annual fee of \$_____ thereafter within 45 days of receipt of invoice from the Bond Registrar in each year that Bonds are outstanding], plus reasonable out-of-pocket expenses, disbursements and advances made by the Bond Registrar in accordance with the terms of this Agreement (including attorney fees and expenses), which the Bond Registrar hereby acknowledges to be the compensation due to it during the life of the Bonds for the performance of its ordinary services contemplated by this Agreement. If the Bond Registrar is required by a governmental agency or court proceeding initiated by a third party to undertake actions or duties beyond those which are set

forth herein but related thereto, the Bond Registrar shall promptly provide written notice thereof to the City. Payment of the Bond Registrar's fees and expenses for such extraordinary services shall be made by the City only after such notice and shall be subject to City approval and appropriation of funds for that purpose.

Section 13. In the absence of bad faith on its part in the performance of its services under this Agreement, the Bond Registrar will be protected in acting upon any notice, request, certificate, affidavit, letter, telegram or other paper or document believed reasonably by it to be genuine and correct and to have been signed or sent by the proper party or parties.

At any time, the Bond Registrar may apply to the Fiscal Officer for instructions, and may, with the consent of the City, consult with bond counsel for the City, or, in the discretion of the Bond Registrar, it may consult with its own counsel, as to anything arising in connection with the duties herein undertaken, and it shall not be liable for any action taken or omitted by it in good faith in reliance upon such written instructions or upon the written opinions of such counsel; provided, however, that before relying upon the opinion of its own counsel it shall furnish to both the City and to bond counsel for the City a copy of such opinion.

Section 14. No provision of this Agreement shall be construed to relieve the Bond Registrar from liability for its negligent action, its negligent failure to act, or its willful misconduct, except that:

(a) The Bond Registrar shall not be liable for any error of judgment made in good faith by one of its officers unless it shall be proved that it was negligent in ascertaining the pertinent facts; and

(b) No provision of this Agreement shall require the Bond Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

Section 15. The Bond Registrar may resign as Bond Registrar at any time by giving ninety (90) days (or such shorter time as is approved in writing by the Fiscal Officer) written notice of resignation to the City. The Bond Registrar may be removed at any time by written notice to that effect specifying the date and time of termination, signed on behalf of the City by the Fiscal Officer and delivered to the Bond Registrar. Upon the effectiveness of the resignation or termination, the Bond Registrar shall deliver to the City or such other person designated by the City the Bond Register and all other records (or copies of those records) pertaining to the Bonds and all Bond Forms and canceled Bonds.

Section 16. Any corporation or association with or into which the Bond Registrar or any successor may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, consolidation or conversion to which the Bond Registrar or any successor shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bond Registrar or any successor, shall be the successor of the Bond Registrar hereunder, if that successor corporation or association is otherwise eligible hereunder and is approved by the Fiscal Officer on behalf of the City, without the signing or filing

of any paper or any further act on the part of the parties hereto or the Bond Registrar or such successor corporation.

Section 17. Where a Bond certificate, for any reason, is in the possession of the Bond Registrar and has not been claimed by the Owner or cannot be delivered to the Owner through usual channels, the Bond Registrar shall, after the expiration of four (4) years from the date said certificate was issued, return said certificate to the City to be held by the City for the Owner or transferred in accordance with applicable laws. Any moneys deposited with the Bond Registrar for the payment of principal or interest that remain unclaimed by the person or persons entitled thereto at the end of four (4) years from the date those moneys became payable to that person or those persons, shall be returned to the City, and thereafter any person entitled to payment of those moneys shall look only to the City for payment thereof, regardless of whether that person may have in his possession a check for the payment of that interest or principal drawn by the Bond Registrar as agent of the City.

Section 18. Neither this Agreement nor any provision hereof may be changed, revised or amended, except by a writing signed on behalf of the City and the Bond Registrar.

Section 19. Notice from one of the parties to the other under this Agreement will be sufficient for the purpose if it is contained in a writing mailed by first-class mail postage prepaid to the City at the City of Huron, Ohio, 417 Main Street, Huron, OH 44839, Attention: Director of Finance, and to the Bond Registrar at [Bond Registrar], [_____, _____, ____ ____], Attention: Corporate Trust, or to any other address that may be designated from time to time by either party in writing delivered to the other party.

Section 20. In case any section or provision of this Agreement, or any agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Agreement or any other section or provision of this Agreement or any other agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

Section 21. This Agreement is and shall be deemed to be a contract for services made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. This Agreement may be signed in several counterparts, each of which shall be deemed an original.

Section 22. In accordance with the Bond Legislation, the Bond Registrar is authorized to establish a Cost of Issuance Fund and provide for the payment of certain costs of issuance of the

Bonds as described in **Exhibit E** and shall be paid a fee of \$_____ at closing for serving as such disbursing agent.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

[BOND REGISTRAR]

By: _____

Title: _____

CITY OF HURON, OHIO

By: _____
City Manager

By: _____
Director of Finance

Signature Page to Bond Registrar Agreement Relating To:

\$ _____
City of Huron, Ohio
General Obligation (Limited Tax)
Street Improvement Bonds, Series 2026

FISCAL OFFICER’S CERTIFICATE – BOND REGISTRAR AGREEMENT

As fiscal officer of the City of Huron, Ohio, I certify that the money required to meet the obligations of the City under the foregoing Bond Registrar Agreement during Fiscal Year 2026 has been lawfully appropriated by the City for such purposes and is in the City treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Dated: _____, 2026

Director of Finance
City of Huron, Ohio

EXHIBIT A
BOND ORDINANCE

*FOR PURPOSES OF COMPILING THE TRANSCRIPT OF PROCEEDINGS IN WHICH THIS BOND REGISTRAR AGREEMENT IS INCLUDED, THE BOND ORDINANCE REFERRED TO IN THIS **EXHIBIT A** IS CONTAINED IN THE TRANSCRIPT OF PROCEEDINGS BEHIND TAB NO. [__].*

EXHIBIT B
CERTIFICATE OF AWARD

*FOR PURPOSES OF COMPILING THE TRANSCRIPT OF PROCEEDINGS IN WHICH THIS BOND REGISTRAR AGREEMENT IS INCLUDED, THE CERTIFICATE OF AWARD REFERRED TO IN THIS **EXHIBIT B** IS CONTAINED IN THE TRANSCRIPT OF PROCEEDINGS BEHIND TAB NO. [__].*

EXHIBIT C

\$ _____
City of Huron, Ohio
General Obligation (Limited Tax)
Street Improvement Bonds, Series 2026

REQUEST TO AUTHENTICATE AND DELIVER

The City of Huron, Ohio (the City), by its undersigned officer, requests and authorizes [Bond Registrar], as Bond Registrar under the Bond Registrar Agreement between the City and the Bond Registrar dated _____, 2026, and pertaining to the above-captioned Bonds (the Bonds), to complete and to authenticate or cause to be authenticated, and to deliver on this date, the initial Bonds authorized by Ordinance No. 2026-__, passed by the Council of the City on _____, 2026, and awarded to _____ (the Original Purchaser) pursuant to that Ordinance and the Certificate of Award dated _____, 2026 (the Certificate of Award), signed on behalf of the City by the undersigned officer (collectively, the Bond Legislation).

The Bonds shall be delivered to or on the order of the Original Purchaser upon payment in Federal Reserve funds of the United States of America of \$ _____ in accordance with the Bond Legislation.

The Bonds to be initially authenticated and delivered will be dated _____, 2026, and will bear interest and mature on the dates and in the principal amounts all as provided in the Certificate of Award. The Bonds maturing on December 1, 20__ are Term Bonds subject to mandatory sinking fund redemption, and certain of the Bonds are subject to optional redemption, all as provided in the Certificate of Award.

The Bonds shall be fully registered, one for each maturity of the Bonds, numbered as determined by the Bond Registrar, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, as designated by the Original Purchaser.

Dated: _____, 2026

Exhibit – Not for Signature _____
Director of Finance
City of Huron, Ohio

EXHIBIT D

\$ _____
City of Huron, Ohio
General Obligation (Limited Tax)
Street Improvement Bonds, Series 2026

**BOND REGISTRAR’S CERTIFICATE OF COMPLETION,
AUTHENTICATION AND RECEIPT FOR UNISSUED BONDS**

[Bond Registrar], as Bond Registrar under the Bond Registrar Agreement between it and the City of Huron, Ohio, certifies that:

1. The following individuals have signed, on behalf of the Bond Registrar as authenticating agent, the Certificate of Authentication appearing on the above-captioned Bonds (the Bonds), and initially delivered on this date, each being an officer or employee of the Bond Registrar duly qualified, empowered and authorized so to act on behalf of the Bond Registrar and holding the office or title set forth opposite the name:

Name	Signature Sample	Office or Title
_____	_____	_____
_____	_____	_____

2. All blanks on the Bonds requiring completion by the Bond Registrar have been properly, completely and accurately completed by the Bond Registrar.

3. The Bonds so completed and authenticated are in the denominations and registered in the names of the registered owners as directed in, and have been delivered in accordance with, the City’s Request to Authenticate and Deliver.

4. The Bond Registrar has not received and does not retain control of any unissued or unauthenticated Bond certificates.

[BOND REGISTRAR],
Bond Registrar

By: *Exhibit – Not for Signature* _____

Dated: _____, 2026

Title: _____

EXHIBIT E

COST OF ISSUANCE FUND

In accordance with the Bond Legislation, the Bond Registrar is authorized to establish a Cost of Issuance Fund. On the Closing Date, the Original Purchaser will pay to the Bond Registrar \$_____ for deposit in the Cost of Issuance Fund.

From the Cost of Issuance Fund, the Bond Registrar will thereafter pay, on the Closing Date, as costs of issuance of the Bonds:

- (i) \$_____ to Squire Patton Boggs (US) LLP, Bond and Disclosure Counsel.
- (ii) \$_____ to Sudsina & Associates, LLC, Municipal Advisor.
- (iii) \$_____ to Moody's Investors Service.
- (iv) \$_____ to the Bond Registrar as described in Section 12 of this Agreement.
- (v) \$_____ to the Bond Registrar as described in Section 22 of this Agreement.
- (vi) \$_____ to DigitalMuni for providing and distributing the Preliminary Official Statement and the Official Statement.]

\$ _____
City of Huron, Ohio
General Obligation (Limited Tax)
Street Improvement Bonds, Series 2026

CONTINUING DISCLOSURE AGREEMENT

This CONTINUING DISCLOSURE AGREEMENT, dated _____, 2026 (the “Agreement”), is made, signed and delivered by the **CITY OF HURON, OHIO** (the “City”), a municipal corporation and political subdivision duly organized and existing under the Constitution and laws of the State of Ohio and its Charter, for the benefit of the Holders and Beneficial Owners (as defined herein) from time to time of the City’s \$ _____ Street Improvement Bonds, Series 2026 (the “Bonds”), authorized by Ordinance No. 2026-___, passed by the City Council of the City on _____, 2026 (the “Bond Ordinance”).

RECITAL

The City, by passage of the Bond Ordinance, has determined to issue the Bonds to provide funds for City purposes, and _____ (the “Participating Underwriter”), has agreed to provide those funds to the City by purchasing the Bonds. As a condition to the purchase of the Bonds from the City and the sale of Bonds to Holders and Beneficial Owners, the Participating Underwriter is required to reasonably determine that the City has undertaken, in a written agreement for the benefit of Holders and Beneficial Owners of the Bonds, to provide certain information in accordance with the Rule (as defined herein).

NOW, THEREFORE, in accordance with the Bond Ordinance, the City covenants and agrees as set forth in this Continuing Disclosure Agreement.

Section 1. Purpose of Continuing Disclosure Agreement. This Agreement is being entered into, signed and delivered for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter of the Bonds in complying with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (SEC) pursuant to the Securities Exchange Act of 1934, as may be amended from time to time (the Rule).

Section 2. Definitions. In addition to the definitions set forth above, the following capitalized terms shall have the following meanings in this Agreement, unless the context clearly otherwise requires. Reference to “Sections” shall mean sections of this Agreement.

“Annual Filing” means any Annual Information Filing provided by the City pursuant to, and as described in, Sections 3 and 4.

“Audited Financial Statements” means the audited basic financial statements of the City, prepared in conformity with generally accepted accounting principles.

“Beneficial Owner” means any person that (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“EMMA” means the Electronic Municipal Market Access system of the MSRB; information regarding submissions to EMMA is available at <http://emma.msrb.org>.

“Filing Date” means the last day of the ninth month following the end of each Fiscal Year (or the next succeeding business day if that day is not a business day), beginning September 30, 2027, [and, as to the Audited Financial Statements, when and if available, starting with the Audited Financial Statements for Fiscal Year 20[25].]

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation or (iii) guarantee of an obligation or instrument described in either clause (i) or (ii). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the 12-month period beginning on January 1 of each year or such other 12-month period as the City shall adopt as its fiscal year.

“Holder” means, with respect to the Bonds, the person in whose name a Bond is registered in accordance with the Bond Ordinance.

“MSRB” means the Municipal Securities Rulemaking Board.

“Obligated Person” means, any person, including the issuer of municipal securities (such as the Bonds), who is generally committed by contract or other arrangement to support payment of all or part of the obligations on the municipal securities being sold in an offering document (such as the Official Statement); the City is the only Obligated Person for the Bonds.

“Official Statement” means the Official Statement for the Bonds dated _____, 2026.

“Participating Underwriter” means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Specified Events” means any of the events with respect to the Bonds as set forth in Section 5(a).

“State” means the State of Ohio.

Section 3. Provision of Annual Information.

(a) The City shall provide (or cause to be provided) not later than the Filing Date to the MSRB an Annual Filing, which is consistent with the requirements of Section 4. The Annual Filing shall be submitted in an electronic format through EMMA, or as otherwise prescribed by the MSRB, and contain such identifying information as is prescribed by the MSRB, and may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4; provided that the Audited Financial Statements of the City may be submitted separately from the balance of the Annual Filing and later than the Filing Date if they are not available by that date. If the City’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Specified Event under Section 5.

(b) If the City is unable to provide to the MSRB an Annual Filing by the Filing Date, the City shall, in a timely manner, send a notice to the MSRB in an electronic format through EMMA, or as otherwise prescribed by the MSRB.

Section 4. Content of Annual Filing. The City's Annual Filing shall contain or include by reference the following:

(a) Financial information and operating data of the type included in the Official Statement under the captions: [**Ad Valorem Property Taxes and Special Assessments – Collections, – Special Assessments and – Delinquencies – Special Assessments and – Delinquencies**, together with information as to aggregate assessed valuation of the City and overlapping and City tax rates; **Municipal Income Tax; State Local Government Funds; City Debt and Other Long-Term Obligations**, including **Debt Tables**, as applicable; and **Appendices A and B and C-2**].

(b) The Audited Financial Statements of the City utilizing generally accepted accounting principles applicable to governmental units as described in the Official Statement, except as may be modified from time to time and described in such financial statements.

The foregoing shall not obligate the City to prepare or update projections of any financial information or operating data.

Any or all of the items listed above may be included by specific reference to other documents, including annual informational statements of the City or official statements of debt issues of the City or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting Specified Events.

(a) The City shall provide to the MSRB, in an electronic format through EMMA, or as otherwise prescribed by the MSRB, and containing such identifying information as is prescribed by the MSRB and in a timely manner but not later than ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds, as specified by the Rule:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties; ^(a)
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties; ^(a)
- (5) Substitution of credit or liquidity providers, or their failure to perform; ^(a)
- (6) (Issuance of) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security (*i.e.*, the Bonds), or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers; ^(b)

- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material; ^(c)
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the Obligated Person; *Note: For the purposes of the event identified in this subparagraph, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.*
- (13) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

Note:

- (a) *The City has not obtained or provided, and does not expect to obtain or provide, any debt service reserves, credit enhancements or credit or liquidity providers for the Bonds.*
- (b) *Any scheduled redemption of Bonds pursuant to mandatory sinking fund redemption requirements does not constitute a specified event within the meaning of the Rule.*
- (c) *Repayment of the Bonds is not secured by a lien on any property capable of release or sale or for which other property may be substituted.*

For the Specified Events described in Section 5(a) (2), (6, as applicable), (7), (8, as applicable), (10), (13), (14) and (15), the City acknowledges that it must make a determination whether such Specified Event is material under applicable federal securities laws in order to determine whether a filing is required.

Section 6. Amendments. The City reserves the right to amend this Agreement, and noncompliance with any provision of this Agreement may be waived, as may be necessary or appropriate to (a) achieve its compliance with any applicable federal securities law or rule, (b) cure any ambiguity, inconsistency or formal defect or omission and (c) address any change in circumstances arising from a change in legal requirements, change in law or change in the identity, nature or status of the City or type of business conducted by the City. Any such amendment or waiver shall not be effective unless this Agreement (as amended or taking into account such waiver) would have materially complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances, and until the City shall have received either (i) a written opinion of bond counsel or other qualified independent special counsel selected by the City that the amendment or waiver would not materially impair the interests of Holders or Beneficial Owners or (ii) the written consent to the amendment or waiver of the Holders of at least a majority of the principal amount of the Bonds then outstanding. An Annual Filing containing any revised operating data or financial information shall explain, in narrative form, the reasons for any such amendment or waiver and the impact of the change on the type of operating data or financial information being provided. If the amendment relates to the accounting principles to be followed in preparing Audited Financial Statements, (A) the City shall provide notice of such change in the same manner as for a Specified Event under Section 5 and (B) the Annual Filing for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements or information as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Agreement or providing any other means of communication, or including any other information in any Annual Filing or providing notice of the occurrence of an event, in addition to that which is required by this Agreement. If the City chooses to include any information in any document or notice of occurrence of an event in addition to that which is specifically required by this Agreement, the City shall have no obligation under this Agreement to update such information or include it in any future Annual Filing or notice of occurrence of a Specified Event.

Section 8. Remedy for Breach. This Agreement shall be solely for the benefit of the Holders and Beneficial Owners from time to time of the Bonds. The exclusive remedy for any breach of this Agreement by the City shall be limited, to the extent permitted by law, to a right of Holders and Beneficial Owners to institute and maintain, or to cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the City of its obligations under this Agreement in a court in Erie County, Ohio. Any such proceedings shall be instituted and maintained only in accordance with Section 133.25(B)(4)(b) or (C)(1) of the Revised Code (or any like or comparable successor provisions); provided that any Holder or Beneficial Owner may exercise individually any such right to require the City to specifically perform its obligation to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Any Beneficial Owner seeking to require the City to comply with this Agreement shall first provide at least 30 days' prior written notice to the City of the City's failure, giving reasonable detail of such failure, following which notice the City shall have 30 days to comply. A default under this Agreement shall not be deemed an event of default under the Bond Ordinance, and the sole remedy under this Agreement in the event of any failure of the City to comply with this Agreement shall be an action to compel performance. No person or entity shall be entitled to recover monetary damages under this Agreement.

Section 9. Appropriation. The performance by the City of its obligations under this Agreement shall be subject to the availability of funds and their annual appropriation to meet costs

that the City would be required to incur to perform those obligations. The City shall provide notice to the MSRB in the same manner as for a Specified Event under Section 5 of the failure to appropriate funds to meet costs to perform the obligations under this Agreement.

Section 10. Termination. The obligations of the City under this Agreement shall remain in effect only for such period that the Bonds are outstanding in accordance with their terms and the City remains an Obligated Person with respect to the Bonds within the meaning of the Rule. The obligation of the City to provide the information and notices of the events described above shall terminate, if and when the City no longer remains such an Obligated Person. If any person, other than the City, becomes an Obligated Person relating to the Bonds, the City shall use its best efforts to require such Obligated Person to comply with all provisions of the Rule applicable to such Obligated Person.

Section 11. Dissemination Agent. The City may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Agreement, and may discharge any such agent, with or without appointing a successor dissemination agent.

Section 12. Beneficiaries. This Agreement shall inure solely to the benefit of the City, any dissemination agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Recordkeeping. The City shall maintain records of all Annual Filings and notices of Specified Events and other events including the content of such disclosure, the names of the entities with whom such disclosures were filed and the date of filing such disclosure.

Section 14. Governing Law. This Agreement shall be governed by the laws of the State.

IN WITNESS WHEREOF, the City has caused this Continuing Disclosure Agreement to be duly signed and delivered to the Participating Underwriter, as part of the Bond proceedings and in connection with the original delivery of the Bonds to the Participating Underwriter, on its behalf by its officials signing below, all as of the date set forth above, and the Holders and Beneficial Owners from time to time of the Bonds shall be deemed to have accepted this Agreement made in accordance with the Rule.

CITY OF HURON, OHIO

By: _____

Title: Director of Finance

**CERTIFICATE OF FISCAL OFFICER –
CONTINUING DISCLOSURE AGREEMENT**

As fiscal officer of the City of Huron, Ohio, I certify that the amount required to meet the obligation of the City under the Agreement made by the City in accordance with the Rule, as set forth in the Bond Ordinance and the attached Continuing Disclosure Agreement, during Fiscal Year 2026 has been lawfully appropriated by the City for such purpose and is in the City treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41 and 5705.44 of the Revised Code.

Dated: _____, 2026

Director of Finance
City of Huron, Ohio

ORDINANCE NO. 2026-4
Presented by William Biddlecombe

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$2,500,000 TO PAY COSTS OF IMPROVING A PORTION OF US-6 LOCATED IN THE CITY BY CONSTRUCTING, RECONSTRUCTING, RESURFACING, PAVING, GRADING, DRAINING AND MAKING OTHER IMPROVEMENTS AND, IN CONNECTION THEREWITH, CONSTRUCTING AND RECONSTRUCTING, AS NECESSARY, ONE OR MORE ROUNDABOUTS, CURBS, GUTTERS, SIDEWALKS, CONCRETE APRONS, STORM SEWERS, CATCH BASINS AND RELATED DRAINAGE FACILITIES, AND REPLACING OR ADDING SIGNAGE, LIGHTING AND TRAFFIC SIGNALS, TOGETHER WITH ALL NECESSARY RELATED IMPROVEMENTS AND APPURTENANCES THERETO, ALL AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 2 is at least five years and the estimated maximum maturity of the Bonds described in Section 2 is 20 years;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Huron, County of Erie, Ohio, that:

Section 1: Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

“Authorized Denominations” means (subject to any limitations in Section 3) the denomination of \$5,000 or any integral multiple thereof.

“Bond proceedings” means, collectively, this Ordinance, the Certificate of Award, the Continuing Disclosure Agreement and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

“Bond Register” means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“Bond Registrar” means the bank or trust company appointed pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Bond Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Bond Registrar Agreement and, thereafter, “Bond Registrar” shall mean the successor Bond Registrar.

“Bond Registrar Agreement” means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and signed by the City Manager and the Fiscal Officer in accordance with Section 4.

“Bonds” means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

“Book entry form” or “book entry system” means a form or system under which (a) the ownership of book entry interests in Bonds and the principal of and interest on the Bonds may be transferred only through a book entry and (b) physical Bond certificates in fully registered form are issued by the City only to a Depository or its nominee as registered owner, with the Bonds “immobilized” in the custody of the Depository or its agent. The book entry maintained by others than the City is the record that identifies the owners of book entry interests in those Bonds and that principal and interest.

“Certificate of Award” means the certificate authorized by Section 6(a), to be signed by the Fiscal Officer, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

“Closing Date” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“Code” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“Continuing Disclosure Agreement” means the agreement authorized by Section 6(c), to be substantially in the form on file with the Clerk of Council, made by the City for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of book entry interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Fiscal Officer” means the Director of Finance of the City.

“Interest Payment Dates” means, unless otherwise determined by the Fiscal Officer in the Certificate of Award, June 1 and December 1 of each year that the Bonds are outstanding, commencing December 1, 2026.

“Original Purchaser” means the original purchaser of the Bonds designated by the Fiscal Officer in the Certificate of Award.

“Participant” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

“Principal Payment Dates” means, unless otherwise determined by the Fiscal Officer in the Certificate of Award, December 1 in each of the years from and including 2026 to and including 2045,

provided that in no case shall the total number of Principal Payment Dates exceed the maximum maturity of the Bonds referred to in the preambles hereto.

“Rule” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

“SEC” means the Securities and Exchange Commission.

“Serial Bonds” means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“Term Bonds” means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2: Authorized Principal Amount and Purpose; Application of Proceeds. This Council determines that it is necessary and in the best interest of the City to issue bonds of the City in one lot in the maximum principal amount of \$2,500,000 (the Bonds) to pay costs of improving a portion of US-6 located in the City by constructing, reconstructing, resurfacing, paving, grading, draining and making other improvements and, in connection therewith, constructing and reconstructing, as necessary, one or more roundabouts, curbs, gutters, sidewalks, concrete aprons, storm sewers, catch basins and related drainage facilities, and replacing or adding signage, lighting and traffic signals, together with all necessary related improvements and appurtenances thereto, all as designated in the plans approved or to be approved by Council, including the payment of expenses related to the issuance of the Bonds.

The aggregate principal amount of Bonds to be issued shall not exceed \$2,500,000 and shall be issued in an amount determined by the Fiscal Officer in the Certificate of Award to be the aggregate principal amount of Bonds required to be issued, taking into account any premium above or discount from the aggregate principal amount of the Bonds at which they are sold to the Original Purchaser, in order to effect the purpose for which the Bonds are to be issued, including the payment of any expenses properly allocable to the issuance of the Bonds.

The proceeds from the sale of the Bonds (except any premium and accrued interest) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Bonds are being issued. Any portion of those proceeds representing premium and accrued interest (after the payment of costs of issuance) shall be paid into the Bond Retirement Fund.

Section 3: Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in the Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, provided that their dated date shall not be more than 60 days prior to the Closing Date.

(a) Interest Rates and Interest Payment Dates. The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of 12 30-day months) as shall be determined by the Fiscal Officer in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on the Principal Payment Dates in principal amounts as shall be determined by the Fiscal Officer, subject to subsection (c) of this Section, in the Certificate of Award, consistent with the Fiscal Officer's determination of the best interest of and financial advantages to the City.

Consistent with the foregoing and in accordance with the Fiscal Officer's determination of the best interest of and financial advantages to the City, the Fiscal Officer shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (Mandatory Redemption Dates) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that (i) the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other such fiscal year and (ii) the true interest cost of the Bonds does not exceed 7.0%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the office of the Bond Registrar designated in the Certificate of Award or, if not so designated, then at the principal corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Fiscal Officer, in the name and on behalf of the City, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be

redeemed pursuant to mandatory sinking fund requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those dates, for which provision is made in the Certificate of Award (such dates and amounts being the Mandatory Sinking Fund Redemption Requirements).

The aggregate of the money to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that date the principal amount of Term Bonds payable on that date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Fiscal Officer, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Fiscal Officer, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Fiscal Officer, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Fiscal Officer, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities, if any, specified in the Certificate of Award shall be subject to redemption by and at the sole option of the City, in whole or in part in integral multiples of \$5,000, on the dates, in the years and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Fiscal Officer in the Certificate of Award; provided that the redemption price for any optional redemption date shall not be greater than 102%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity to be redeemed on the same date

by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Fiscal Officer to the Bond Registrar, given upon the direction of this Council through a resolution or an ordinance. That notice shall specify the redemption date and the principal amount of each maturity of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities selected by the City. If fewer than all of the Bonds of a single maturity are to be redeemed, the selection of Bonds of that maturity to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (a) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (a) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (b) the redemption price to be paid, (c) the date fixed for redemption, and (d) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the fifteenth day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If money for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall

cease to bear interest and no longer shall be considered to be outstanding. If that money shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All money held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, provided that any interest earned on the money so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4: Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the City Manager and the Fiscal Officer, in the name of the City and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Fiscal Officer, shall be numbered as determined by the Fiscal Officer in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the provisions of Chapter 133 of the Revised Code and this Ordinance.

Argent Institutional Trust Company is appointed to act as the initial Bond Registrar; provided, however, that the Fiscal Officer is authorized to appoint a different Bond Registrar in the Certificate of Award after determining that such bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose. The City Manager and the Fiscal Officer shall sign and deliver, in the name and on behalf of the City, the Bond Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the Clerk of Council. The Bond Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Fiscal Officer on behalf of the City, all of which shall be conclusively evidenced by the signing of the Bond Registrar Agreement or amendments thereto. The Fiscal Officer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Bond Registrar Agreement from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Fiscal Officer on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5: Registration; Transfer and Exchange; Book Entry System.

(a) Bond Registrar. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at the office satisfactory to the Fiscal Officer and the Bond Registrar. Subject to the provisions of Section 6, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon

the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the office of the Bond Registrar designated in the Certificate of Award or, if not so designated, then at the principal corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the Fiscal Officer determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book entry system and, if and so long as a book entry system is utilized, (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent which may be the Bond Registrar; (ii) the book entry interest owners of Bonds in book entry form shall not have any right to receive Bonds in the form of physical securities or certificates; (iii) ownership of book entry interests in Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of book entry interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Fiscal Officer may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Fiscal Officer does not or is unable to do so, the Fiscal Officer, after making provision for notification of the book entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Fiscal Officer is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the Fiscal Officer determines to be necessary in connection with a book entry system for the Bonds.

Section 6: Award and Sale of the Bonds.

(a) Original Purchaser Designated in Certificate of Award. The Bonds shall be sold to the Original Purchaser at a purchase price, not less than 97% of their aggregate principal amount, to be determined by the Fiscal Officer in the Certificate of Award, plus accrued interest on the Bonds from their date to the Closing Date, and shall be awarded by the Fiscal Officer with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance. The Fiscal Officer is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The Fiscal Officer shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The City Manager, the Fiscal Officer, the Law Director, the Clerk of Council and other City officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

(b) Primary Offering Disclosure – Official Statement. The City Manager and the Fiscal Officer, on behalf of the City and in their official capacities, are authorized to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, an official statement in connection with the original issuance of the Bonds, (ii) determine, and to certify or otherwise represent, when the official statement is to be “deemed final” (except for permitted omissions) by the City or is a final official statement for purposes of SEC Rule 15c2-12(b)(1), (3) and (4), (iii) use and distribute, or authorize the use and distribution of, that official statement and any supplements thereto in connection with the original issuance of the Bonds and (iv) complete and sign that official statement as so approved together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of that official statement as they deem necessary or appropriate.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such

financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The Fiscal Officer is authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the Clerk of Council. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this ordinance and not substantially adverse to the City and that are approved by the Fiscal Officer, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement.

The Fiscal Officer is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Fiscal Officer shall consult with and obtain legal advice from, as appropriate, the Law Director and/or bond or other qualified independent special counsel selected by the City. The Fiscal Officer, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Municipal Advisor; Application for Rating or Bond Insurance; Financing Costs. If, in the judgment of the Fiscal Officer, the (i) engagement of the services of a municipal advisor or (ii) filing of an application for (A) a rating on the Bonds by one or more nationally-recognized rating agencies, or (B) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the Fiscal Officer is authorized to engage a municipal advisor and prepare and to submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the fees of a municipal advisor or the cost of obtaining each such rating or policy, except to the extent paid by the Bond Registrar in accordance with the Certificate of Award and/or the Bond Registrar Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or to be appropriated for that purpose. The Fiscal Officer is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Fiscal Officer determines to be necessary in connection with the engagement of a municipal advisor or of obtaining that bond insurance.

The expenditure of the amounts necessary to engage a municipal advisor and/or secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Bonds, except to the extent paid by the Bond Registrar in accordance with the Certificate of Award and/or the Bond Registrar Agreement, and the Fiscal Officer is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 7: Provisions for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and

in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year the amount of the tax shall be reduced by the amount of lawfully available municipal income taxes appropriated and to be applied to the payment of the debt charges on the Bonds in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Sections 133.05(B)(7) and 5705.51(A)(5) and (D) of the Revised Code, to appropriate annually from such municipal income taxes such amounts, and to continue to levy and collect such municipal income taxes in such amounts, as are necessary to meet such annual debt charges. Nothing in this section in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

Section 8: Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Section 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest thereon will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Fiscal Officer, or any other officer of the City having responsibility for the issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation of the Bonds as "qualified tax-exempt obligations"), choice, consent, approval or waiver on behalf of the City with respect to the Bonds as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting the favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the

proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

Section 9: Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a signed copy of the Certificate of Award to the Erie County Auditor.

Section 10: Retention of Bond and Disclosure Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond and disclosure counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Bonds and the rendering of the necessary legal opinions upon the delivery of the Bonds. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Fiscal Officer is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 11: Retention of Municipal Advisor. In connection with the issuance of the Bonds, the municipal advisory services of Sudsina & Associates, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Fiscal Officer is authorized to provide for the payment of those fees and any reimbursements from the proceeds of the Bonds to the extent available and otherwise is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 12: Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 13: Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken in open meetings of this Council or committees, and that all deliberations of this

Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 14: Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of this City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to enter into contracts for the improvement which is needed to provide for the health and safety of the residents of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

Passed: _____

William Biddlecombe, Vice-Mayor

Attest: _____

Clerk of Council



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2026-5 (*submitted by Stuart Hamilton*)
DATE: March 10, 2026

Subject Matter/Background

Triban has used up their due diligence period which expired on March 3rd. For many reason, due diligence carries on and the request to extend was received prior to the expiration, with the new ending date being August 3rd, 2026. Staff support this extension request.

Changes requested include:

- Extension of the Feasibility Period to August 3, 2026 at 4:00pm;
- Extension of the Closing Date to October 6, 2026.

Staff respectfully requests adoption of Ordinance No. 2026-5 as an emergency measure to meet with the time constraints set forth in the First Amendment described above.

Legislative History

Resolution No. 89-2024 (adopted 11/26/24) - Letter of Intent with Triban Investment LLC

Ordinance No. 2025-2 (adopted 1/14/25) - Real Estate Purchase Agreement and Escrow Instructions

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 adopting Ordinance No. 2026-5 as an emergency measure is in order.

[Ordinance No. 2026-5 Triban Investment First Amendment to ConAgra Purchase Agreement \(2\).docx](#)

[Ordinance No. 2026-5 Exh A First Amendment to Real Estate Purchase Agreement and Escrow Instructions \(2\).docx](#)

ORDINANCE NO. 2026-5

Introduced by Joel Hagy

AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO THE REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS DATED FEBRUARY 7, 2025, BY AND BETWEEN THE CITY OF HURON AND TRIBAN INVESTMENT LLC, AS PREVIOUSLY AUTHORIZED BY HURON CITY COUNCIL IN ORDINANCE NO. 2025-2 ADOPTED ON JANUARY 14, 2025, RELATING TO THE MANNER OF SALE OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF HURON, LOCATED ON THE FORMER CONAGRA PROPERTY, ERIE COUNTY PERMANENT PARCEL NO. 42-61270.001; AND DECLARING AN EMERGENCY.

WHEREAS, on February 7, 2025, the City of Huron (“City”) and Triban Investment LLC (“Triban”) entered into that certain Real Estate Purchase Agreement and Escrow Instruction by and between the City of Huron, Ohio and Triban Investment LLC, as authorized by Ordinance No. 2025-2 adopted on January 14, 2025 (hereinafter, the “Purchase Agreement”); and

WHEREAS, the City and Triban wish to modify certain provisions of the Purchase Agreement as provided herein.

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

SECTION 1. That Council authorizes the City Manager to execute a First Amendment to Real Estate Purchase Agreement and Escrow Instructions by and between the City of Huron and Triban Investment LLC, which First Amendment shall 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: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the residents of the City of Huron, Ohio; wherefore, this Ordinance shall be in full force and effect from and immediately following its adoption.

William Biddlecombe, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

**FIRST AMENDMENT TO
REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS**

This First Amendment to Real Estate Purchase Agreement and Escrow Instructions ("First Amendment"), made by and between The City of Huron, an Ohio chartered municipality (hereinafter referred to as "Seller") and Triban Investment, LLC, an Ohio limited liability company (hereinafter referred to as "Purchaser") (with Seller and Purchaser being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS, the Parties entered into a certain Real Estate Purchase Agreement and Escrow Instructions on February 7, 2025 (the "Agreement") for the sale and purchase of certain real estate (consisting of approximately 11.2926 acres) known as Erie County Permanent Parcel Number 42-61270.001 (the "Real Estate");

WHEREAS, after Purchaser's evaluation of the Real Estate during a period of time that is to conclude on the Feasibility Date (as defined in the Agreement), Purchaser has determined that the Real Estate requires additional evaluation and review for matters pertaining to the suitability of soils and overall subsurface stability of the Real Estate;

WHEREAS, the Parties have agreed to extend the Feasibility Date (as defined in the Agreement) to allow resolution of matters pertaining to the suitability of soils and overall subsurface stability of the Real Estate only and for no other purposes;

NOW, THEREFORE, effective as of the date the last of the parties executes this First Amendment (the "Effective Date"), and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. As of the Effective Date, and notwithstanding any contrary provision of the Agreement, the Parties agree the Feasibility Date (as defined in the Agreement) shall be extended until **4:00 p.m. EST on Monday, August 3, 2026** for the sole and exclusive purposes of resolving matters pertaining to the suitability of soils and overall subsurface stability of the Real Estate only and for no other purposes. All rights, privileges, obligations and benefits of the Parties relating to the Feasibility Date not modified by this First Amendment shall remain in full force and effect.
2. The Parties further agree that, notwithstanding any contrary provision of the Agreement (as amended), and as of the Effective Date, the Closing Date shall be no later than **Tuesday, October 6, 2026**.
3. The Parties further agree that all terms and conditions of the Agreement (as amended) not modified by this First Amendment shall remain in full force and effect.

EXHIBIT "A"

IN WITNESS WHEREOF, the Parties have hereunto set their hands to this First Amendment be effective as of the Effective Date herein.

City of Huron

By: _____

Stuart Hamilton, City Manager

Date: _____

“Seller”

Triban Investment, LLC

By: _____

Printed Name: _____

Its: _____

Date: _____

“Purchaser”



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2026-6 (*introduced by Stuart Hamilton*)
DATE: March 10, 2026

Subject Matter/Background

This legislation would remove the "Conagra" property from the River Road CRA boundary. When we legislated the Conagra TIF it came to light that this TIF was subordinate to the CRA, which would have effectively nullified the TIF by awarding abatements to the property via the CRA. By removing the CRA from this property, the TIF will function as designed.

A copy of Ordinance No. 2010-37 adopted on September 28, 2010 establishing CRA II is attached hereto as Exhibit 1.

A copy of the Estoppel Certificate executed by Triban Investment LLC is attached hereto as Exhibit 2. ConAgra TIF is Ordinance 2025-10 adopted on May 13, 2025.

Financial Review

There is no financial impact to the 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 adopting Ordinance No. 2026-6 as an emergency measure is in order.

[Ordinance No. 2026-6 Exh 1 ORD 2010-37](#)

[Ordinance No. 2026-6 Exh 2 CRA II - ConAgra Site Removal - Estoppel Certificate\(20062966.3\) \(version 3\).pdf](#)

[Ordinance No. 2026-6 CRA II - ConAgra Site Removal \(3\).docx](#)

[Ordinance No. 2026-6 Legal Description 11.2926 Acre ConAgra Parcel.pdf](#)

ORDINANCE NO. 2010-37

AN ORDINANCE IMPLEMENTING SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE, ESTABLISHING AND DESCRIBING THE BOUNDARIES OF THE HURON CITY COMMUNITY REINVESTMENT AREA II IN THE CITY OF HURON, ERIE COUNTY, OHIO, DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM, AND CREATING A COMMUNITY REINVESTMENT HOUSING COUNCIL AND A TAX INCENTIVE REVIEW COUNCIL AND DECLARING AN EMERGENCY

WHEREAS, the Council of the City Huron, Erie County, Ohio (hereinafter "Council") desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of the City which have not enjoyed reinvestment from remodeling or new construction;

WHEREAS, a survey of housing, a copy of which is on file in the office of the Clerk of Council as required by Ohio Revised Code (ORC) Section 3735.66 has been prepared for the area to be included in the proposed Huron City Community Reinvestment Area II;

WHEREAS, the maintenance of existing and construction of new structures in such area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities;

WHEREAS, the remodeling of existing structures or the construction of new structures in the Huron City Community Reinvestment Area II constitutes a public purpose for which real property exemptions may be granted; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF HURON, ERIE COUNTY, OHIO, THAT:

Section 1: The area designated as the Huron City Community Reinvestment Area II constitutes an area in which housing facilities or structures of historical significance are located, and in which new construction or repair of existing facilities has been discouraged:

Section 2: Pursuant to ORC Section 3735.66, the Huron City Community Reinvestment Area II, is hereby established in the area described in Exhibit "A" attached hereto and made a part hereof. The Huron City Community Reinvestment Area II is approximately depicted as the boundary map attached to this Ordinance as Exhibit B, also attached hereto and made a part hereof, and by this reference incorporated herein. Only residential, commercial and/or industrial properties consistent with the applicable zoning regulations within the designated Huron City Community Reinvestment Area II will be eligible for exemptions under this Program.

Section 3: All properties identified in Exhibit B as being within the designated Huron City Community Reinvestment Area II are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated

area. As part of the project, the City intends to undertake supporting public improvements in the designated area

Section 4: Within the Huron City Community Reinvestment Area II, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in the ORC Section 3765.67. The results of the negotiation as approved by this Council will be set in writing in a Community Reinvestment Area Agreement as outlined in ORC Section 3735.671. For residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in ORC Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the following periods:

a. Ten (10) years, for the remodeling of every residential dwelling unit containing not more than two housing units and upon which the cost of remodeling is at least \$2,500, as described in ORC Section 3735.67, and with such exemption being one hundred percent (100 %) for each of the ten (10) years;

b. Twelve (12) years, for the remodeling of every residential dwelling unit containing more than two housing units and upon which the cost of remodeling is at least \$5,000, as described in ORC Section 3735.67, and with such exemption being one hundred percent (100 %) for each of the twelve (12) years;

c. Fifteen (15) years, for the construction of dwellings containing not more than five (5) housing units, as described in ORC Section 3735.67, with such exemption being one hundred percent (100 %) for each of the fifteen (15) years;

d. Up to, and including, twelve (12) years, and up to, and including, one hundred percent (100 %) for the remodeling of existing commercial and industrial facilities and upon which the cost of remodeling is at least \$5,000, as described in ORC Section 3735.67, the specific term and percentage of which shall be negotiated on a case-by-case basis in advance of remodeling occurring ; and

e. Up to, and including, fifteen (15) years, and up to, and including, one hundred percent (100 %) for the construction of new commercial or industrial facilities, the specific term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring

For the purposes of the above described Huron City Community Reinvestment Area II, structures exclusively used for residential purposes and composed of five (5) and fewer units shall be classified as residential structures. If remodeling qualifies for an exemption, during the period of the exemption, the exempted percentage of the dollar amount of the increase in market value of the structure shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

Section 5: All commercial and industrial projects are required to comply with the state application fee requirements of ORC Section 3735.672 (C) and the local annual monitoring fee of one percent (1%) of the amount of taxes exempted under the agreement - a minimum of \$500 up to a maximum of \$2500 annually unless waived.

Section 6: To administer and implement the provisions of this Ordinance, the City Manager is designated as the Housing Officer as described in ORC Sections 3735.65 through 3735.70.

Section 7: A "Community Reinvestment Area Housing Council" as created by Ordinance 2008-22 shall be utilized for this Community Reinvestment Area. The Tax Incentive Review Council as established in Ordinance 2008-22 through the authority of ORC Section 5709.85 shall be utilized for this Community Reinvestment Area and shall comply with all previously established guidelines.

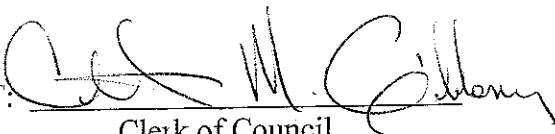
Section 8: The Council reserves the right to re-evaluate the designation of the Huron City Community Reinvestment Area II after December 31, 2010 and each December 31st thereafter, at which time the Council may direct the Housing Officer not to accept any new applications for exemptions as described in Section 3735.67 of the ORC.

Section 9: The Community Reinvestment Area Council shall make an annual inspection of the properties within the district for which an exemption has been granted under Section 3735.67 of the ORC. The council shall also hear appeals under 3735.70, of the ORC.

Section 10: This Council hereby finds and determines that all formal actions relative to the passage of this Ordinance 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 the applicable legal requirements, including ORC Section 121.22.

Section 11: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that the immediate creation of a Huron City Community Reinvestment Area II is crucial to the economic development and well-being of the City; wherefore, this Ordinance shall be in full force and effect from and immediately after its adoption and upon confirmation by the Ohio Director of Development of the findings in this Ordinance.

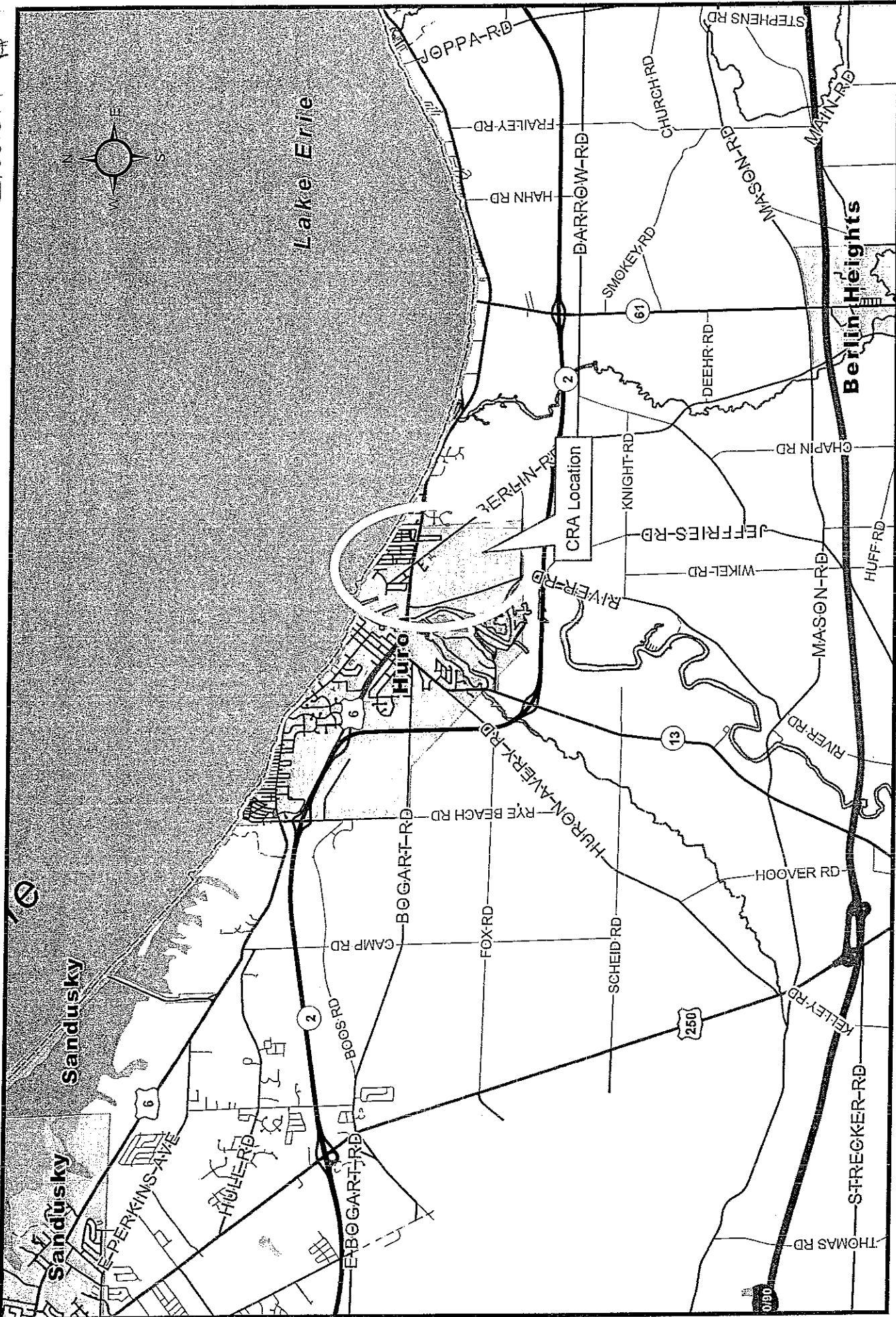
Section 12: The City Manager of the City of Huron is hereby directed and authorized to petition the Ohio Director of Development to confirm the findings contained within this Ordinance.

ATTEST: 
Clerk of Council


Marilyn R. Shearer, Mayor

ADOPTED: SEP 28 2010

EXHIBIT A

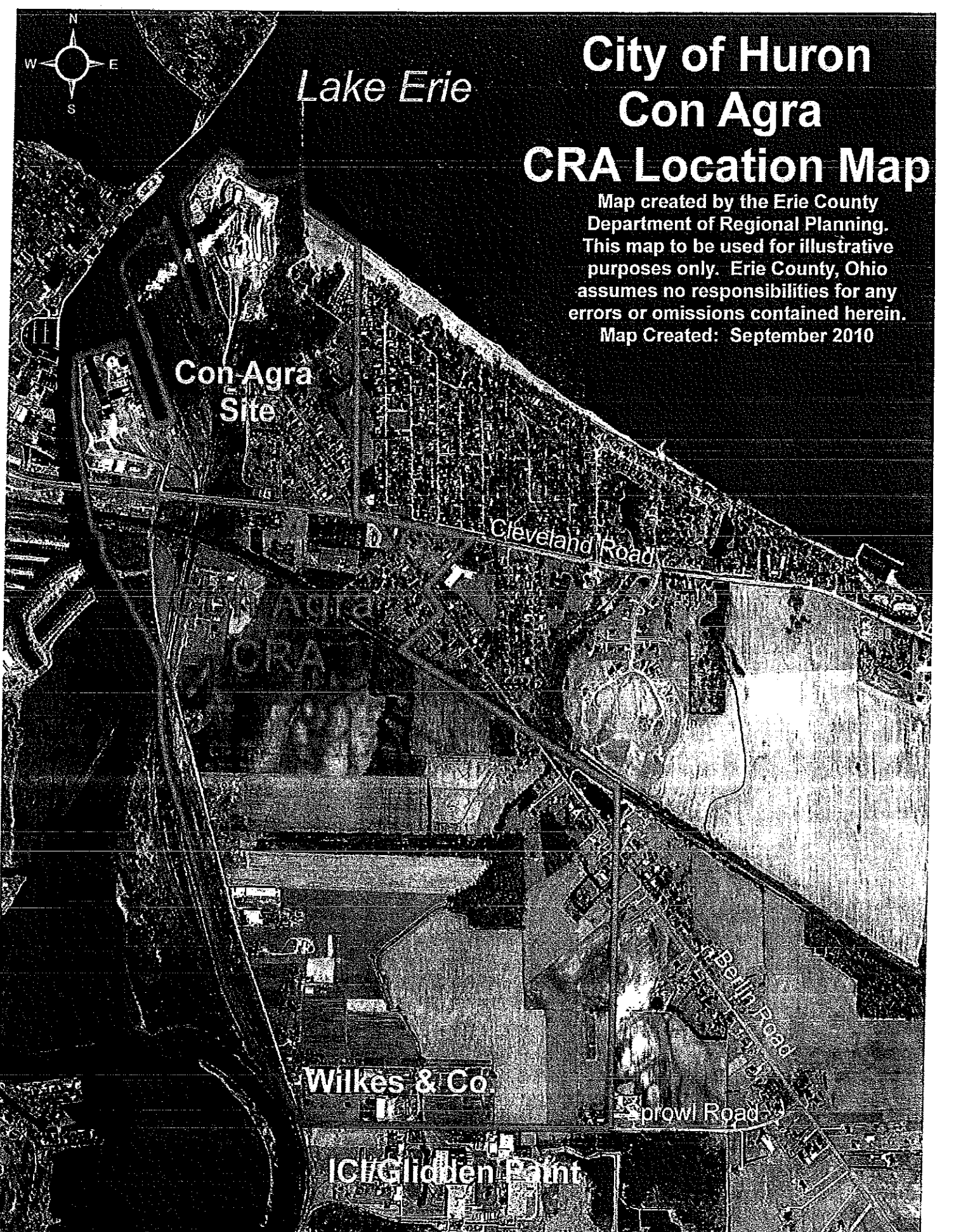


September 2010



Data Sources: Erie Co. Ohio Department of Transportation, ESRI
 Map created by the Erie County Department of Regional Planning,
 Erie County, Ohio assumes no liability or responsibility for any errors or omissions contained herein.

Huron, Con Agra CRA
 General Location Map



City of Huron Con Agra CRA Location Map

Map created by the Erie County
Department of Regional Planning.
This map to be used for illustrative
purposes only. Erie County, Ohio
assumes no responsibilities for any
errors or omissions contained herein.

Map Created: September 2010

Lake Erie

Con Agra
Site

Cleveland Road

Wilkes & Co

ICI/Glidden Paint

Sprowl Road

St. Berlin Road

ESTOPPEL CERTIFICATE

This **ESTOPPEL CERTIFICATE** (this “**Estoppel**”) is made as of March 5th, 2026 by Triban Investments, a limited liability company organized under the laws of the State of Ohio (the “**Developer**”), to and in favor of the City of Huron, Ohio, an Ohio municipal corporation organized under the laws of the State of Ohio (the “**City**” and together with the Developer and their successors and assigns, collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, the City currently owns certain real property more particularly described on **Exhibit A** attached hereto (the “**ConAgra Property**”); and

WHEREAS, the City intends to sell the ConAgra Property to the Developer pursuant to one or more mutually acceptable purchase and sale agreements; and

WHEREAS, as a condition to the Developer and the City consummating the acquisition of the ConAgra Property, the Parties wish to enter into and rely upon this Estoppel.

NOW, THEREFORE, the Developer hereby certifies to the City that as of the date hereof:

- (1) The Developer acknowledges and understands that the ConAgra Property is located in an Ohio community reinvestment area authorized by the City Council of the City pursuant to Ordinance No. 2010-37 passed by the City Council on September 28, 2010 (the “**Original CRA Ordinance**”) and that, as a result, as of the date hereof the ConAgra Property is eligible for certain exemptions from real property taxation identified pursuant to Section 4 of the Original CRA Ordinance.
- (2) The Developer further acknowledges and understands that the ConAgra Property will be removed from the Ohio community reinvestment area established by the Original CRA Ordinance, known as the “Community Reinvestment Area II,” pursuant to a proposed ordinance to be passed by the City Council effectuating the same (the “**Revised CRA Ordinance**”). The Developer hereby (i) waives its right to any real property tax exemption the Developer, as future owner of the ConAgra Property, may have previously held with respect to the Original CRA Ordinance and (ii) any right to dispute the validity of the Revised CRA Ordinance with respect to the removal of the ConAgra Property from the boundaries of the Community Reinvestment Area II.

This Estoppel shall inure to the benefit of the City and its respective successors and assigns and shall be binding upon the Developer.

[Signature Page Follows]

IN WITNESS WHEREOF, the Developer has executed this Estoppel as of the day and year written above.

[Triban Investments _____], a
limited liability company organized and existing
under the laws of the State of [Ohio _____]

By:

<i>Bo Knez</i>	dotloop verified 03/05/26 11:24 AM EST K1FQ-RJUO-3HWT-TLXQ
----------------	--

[Bojan Knez _____],

[03/05/2026 _____]

EXHIBIT A

DESCRIPTION OF CONAGRA PROPERTY

The ConAgra Property is the real property currently owned by the City and identified by the Erie County Auditor's Permanent Parcel Identification Number 42-61270.001 as the same may be divided, subdivided, combined, recombined, or renumbered from time to time, as indicated in the map below and outlined in blue. For the avoidance of doubt, the ConAgra Property is also described pursuant to the legal description, attached, as follows:



[See Legal Description Attached]

ORDINANCE NO. 2026-6

Introduced by Joel Hagy

AN ORDINANCE AUTHORIZING ONE OR MORE AMENDMENTS TO ORDINANCE NO. 2010-37 IN ORDER TO REMOVE CERTAIN AREAS OF REAL PROPERTY WITHIN THE CITY FROM COMMUNITY REINVESTMENT AREA II AND DESCRIBING THE REVISED BOUNDARIES OF COMMUNITY REINVESTMENT AREA II; AUTHORIZING CERTAIN TECHNICAL AMENDMENTS RELATED THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, Sections 3735.65 through 3735.70 of the Ohio Revised Code ("ORC" and the "CRA Act") provide that the City of Huron (the "City") may grant certain exemptions from real property taxation for new construction or remodeling efforts within an area that is designated by the City Council (the "Council") as a Community Reinvestment Area ("CRA"); and

WHEREAS, Ordinance No. 2010-37 was passed by this Council on September 28, 2010 (the "Original CRA Ordinance"), establishing and describing the boundaries of Community Reinvestment Area II, an area of the City in which the Council determined, pursuant to a housing survey completed by the City, that housing facilities or structures of historical significance are located and new construction or repair of existing facilities has been previously discouraged (the "Original CRA Area II"); and

WHEREAS, this Council now desires to amend the Original CRA Ordinance to remove certain areas of real property within the City from the territory of the Original CRA Area II currently owned by the City and as identified and described pursuant to **Exhibit A** attached hereto (the "ConAgra Property") and incorporated herein by this reference, all to establish and describe the boundaries of the revised CRA area (the "Revised CRA Area II"), and to provide for certain technical amendments to the Original CRA Ordinance; and

WHEREAS, this Council desires to reaffirm that housing facilities or structures of historical significance are located, and new construction or repair of existing facilities has been previously discouraged in, the area comprising the Revised CRA Area II, all pursuant to the housing survey previously conducted by the City and on file with the Clerk of this Council with respect to the Original CRA Ordinance and the Original CRA Area II; and

WHEREAS, the revised geographical boundaries of the Revised CRA Area II are described and depicted pursuant to the map attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, the remodeling of existing structures and the construction of new structures in the Revised CRA Area II will serve to encourage economic stability, maintain real property values, generate new employment opportunities, and constitute a public purpose for which real property tax exemptions may be granted.

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

SECTION 1: Pursuant to the housing survey conducted by the City and on file with the Clerk of this Council, this Council determines that the Original CRA Area II described pursuant to Section 2 of the Original CRA Ordinance, as amended pursuant to this Ordinance, constitutes an area in which housing facilities or structures of historical significance are located and in which new construction or repair of existing facilities has been discouraged.

SECTION 2: This Council hereby amends the Original CRA Ordinance such that the ConAgra Property identified and described pursuant to **Exhibit A** hereof shall be removed from the boundaries of the Original CRA Area II and the balance of real property remaining shall be considered the Revised CRA Area II as identified and described pursuant to **Exhibit B** hereof.

Notwithstanding the amendments included in this Section 2, all remaining terms of the Original CRA Ordinance shall remain unaffected unless specifically indicated otherwise pursuant to this Ordinance.

SECTION 3: That all properties identified in Section 2 as being within the Revised CRA Area II are eligible for the incentives described in Section 4 of the Original CRA Ordinance, as amended pursuant to Sections 4 and 5 of this Ordinance. This proposal is a public/private partnership intended to promote and expand conforming uses in the Revised CRA Area II.

SECTION 4: This Council hereby amends Section 4 of the Original CRA Ordinance and replaces it, in its entirety as follows:

Within the Revised CRA Area II, the percentage of the real property tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in ORC Section 3765.67. The results of the negotiation, as shall be approved by this Council, will be set in writing in a CRA agreement as outlined in ORC Section 3735.671.

For residential property, a real property tax exemption on the increase in the assessed valuation resulting from the improvements as described in ORC Section 3735.67 shall be granted upon proper application by the property owner and certification thereof by the Housing Officer for the periods authorized by this Section. The owners of residential property located in the Revised CRA Area II that are eligible for real property tax exemptions pursuant to Section 4 of this Ordinance shall file an application with the Housing Officer no later than six (6) months after construction or remodeling is completed, which such "completion" may, in the discretion of the Housing Officer, be evidenced by a certificate of occupancy issued by the City.

After receipt of a proper application, the Housing Officer shall verify the construction or remodeling of the structure and the facts asserted in the application. If the new construction or remodeling satisfies the requirements of the Original CRA Ordinance, as amended by this Ordinance, the Housing Officer shall grant a real property tax exemption as permitted under ORC Section 3735.67 and shall forward the application and certification stating the period and percentage of the real property tax exemption to the Erie County Auditor. The exemption shall vary for each type of activity to be performed in the Revised CRA Area II and the period and percentage of the real property tax exemption shall be as follows:

a) For the remodeling of every residential dwelling unit containing not more than (2) units located within the Revised CRA Area II and upon which the cost of remodeling is at least Two Thousand Five Hundred Dollars (\$2,500), as described in ORC Section 3735.67, a ten (10) year residential real property tax exemption for Seventy Five Percent (75%) of the amount by which the remodeling increases the assessed value of the property.

b) For the remodeling of every residential dwelling containing more than two (2) units located within the Revised CRA Area II and upon which the cost of remodeling is at least Five Thousand Dollars (\$5,000), as described in ORC Section 3735.67, a ten (10) year residential real property tax exemption for Seventy Five Percent (75%) of the amount by which the remodeling increases the assessed value of the property.

c) For the construction of every residential dwelling in the Revised CRA Area II as described in ORC Section 3735.67, a ten (10) year residential real property tax exemption for Seventy Five Percent (75%) of the amount by which the construction increases the assessed value of the property.

d) For the remodeling of existing commercial and industrial facilities located within the Revised CRA Area II and upon which the cost of remodeling is at least Five Thousand Dollars (\$5,000), as described in ORC Section 3735.67, a real property tax exemption up to, and including, fifteen years (15), and up to, and including, One Hundred Percent (100%) of the amount by which the remodeling increases the assessed value of the property, the final term and percentage of which shall be negotiated on a case-by-case basis in advance of the remodeling on terms acceptable to the City in all respects.

e) For the construction of new commercial or industrial facilities located within the Revised CRA Area II, a real property tax exemption up to, and including, fifteen years (15), and up to, and including, One Hundred Percent (100%) of the amount by which the construction increases the assessed value of the property, the final term and percentage of which shall be negotiated on a case-

by-case basis in advance of construction on terms acceptable to the City in all respects.

f) For the new construction of commercial or industrial facilities within the Revised CRA Area II that constitute a “megaproject” pursuant to the CRA Act, a real property tax exemption up to, and including, thirty (30) years, and up to, and including, One Hundred Percent (100%) of the amount by which the new construction increase the assessed value of the property; provided, that the property owner has satisfied the terms of the CRA Act required to designate the project as a “megaproject” in all respects; provided, further, that the final term and percentage of which shall be negotiated on a case-by-case basis in advance of construction on terms acceptable to the City in all respects.

The real property tax exemptions granted pursuant to this Ordinance shall apply in the first year that the new construction or remodeling is taxable pursuant to ORC 3735.67(D). In the event an owner receiving an exemption under this Ordinance transfers the property, the residential real property tax exemption will continue for the remainder of the original period specified and inure to the benefit of the subsequent owner.

For the purposes of the above described Revised CRA Area II:

(a) Structures exclusively used for residential purposes and composed of multiple units shall be classified as residential structures pursuant to the discretion afforded this Council as to whether a structure or remodeling composed of multiple units is classified as commercial or residential pursuant to ORC Section 3735.66.

(b) Mixed-use structures are defined as those containing both residential and commercial components. Both the residential and the commercial or industrial components of a mixed-use structure may be eligible for real property tax exemption, on a case-by-case basis, provided that the structures and remodeling are permitted by the building and zoning regulations of the City. For a commercial or an industrial property, or the commercial or industrial portion of a mixed-use property, the owner of the property and the City must enter into a written agreement prior to the commencement of remodeling or construction, as required by ORC Section 3735.671.

SECTION 5: For purposes of clarity, the following additional criteria shall apply to the eligibility for any property owner’s application and receipt of any of the exemptions defined pursuant to Section 4 of this Ordinance:

- (a) All structures must comply with the building and zoning code regulations of the City to be eligible for exemptions under this Ordinance. The Housing Officer may deny an exemption if building and zoning code violation(s) exist at a site prior to the request for real property tax exemptions and the building and zoning code violations will not be remedied by the proposed construction or remodeling.
- (b) Property owners granted or seeking a real property tax exemption pursuant to this Ordinance must keep all real estate taxes current. In the event real estate assessments are levied against a property granted a real property tax exemption pursuant to this Ordinance and such tax assessments remain delinquent for a period of more than twelve (12) months, the property owner must provide evidence to the Housing Officer that the Erie County Treasurer's Office has approved a payment arrangement to bring such assessments current. If real estate tax assessments on a property granted or seeking a real property tax exemption pursuant to this Ordinance are not current and the owner cannot provide evidence of a payment arrangement or the owner of the property defaults in making payments under a payment arrangement with the Erie County Treasurer's Office, the Housing Officer may deny the application for real property tax exemption or revoke the real property tax exemption.

SECTION 6: This Council hereby amends Section 5 of the Original CRA Ordinance and replaces it, in its entirety as follows:

All commercial and industrial projects receiving an exemption pursuant to this Ordinance are required to comply with the City's local annual monitoring fee. In lieu of a specific fee calculation, the City Manager shall have the discretion to establish and impose a reasonable, annual fee (which such reasonable, annual fee may include the complete waiver of the local annual monitoring fee). The determination of the City Manager as to the imposition of a reasonable, annual fee shall be supported by the Housing Officer's assessment of the financial need of each property owner and the determination that the reasonable, annual fee applicable to the property owner is rationally related to the City's interest in promoting the equitable and sustainable development of business within the Revised CRA Area II.

SECTION 7: That the Housing Officer identified and described by Section 6 of the Original CRA Ordinance shall remain as so defined and the Housing Officer shall continue to make the annual inspection defined pursuant to Section 9 of the Original CRA Ordinance.

SECTION 8: That the "Community Reinvestment Area Housing Council" and the "Tax Incentive Review Council" identified and described pursuant to Section 7 of the Original CRA Ordinance shall continue in full effect in performing the functions assigned to them pursuant to the CRA Act and the Original CRA Ordinance.

SECTION 9: Pursuant to ORC Section 3735.66, the City Manager is, on behalf of this Council, directed and authorized to send a copy of this Ordinance and a map of the Revised CRA

Area II sufficient in detail to denote the specific boundaries of the Revised CRA Area II, to the Director of the Ohio Department of Development. The Housing Officer is further authorized to submit one or more annual reports, together with all executed agreements, certificates, and other documents as the Housing Officer shall deem necessary, to the Director of the Ohio Department of Development on or before March 31st of each year that the City has entered into a CRA agreement with a property owner under ORC Section 3735.671, all as required by ORC Section 3735.672.

SECTION 10: Pursuant to ORC Section 3735.66, the Clerk of the Council is further hereby directed and authorized to publish this Ordinance once a week for two (2) consecutive weeks in a newspaper of general circulation in the City, which shall otherwise indicate that this Council has adopted this Ordinance and established the Revised CRA Area II.

SECTION 11: In accordance with ORC Section 5709.832, the City hereby determines that no recipient of a tax exemption pursuant to this Ordinance and ORC Section 3735.67 located in the Revised CRA Area II shall deny any individual employment based on considerations of race, religion, sex, disability, color, national origin or ancestry.

SECTION 12: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

SECTION 13: That 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 a delay in the effective date of this Ordinance; **WHEREFORE** this Ordinance shall take effect immediately upon its adoption.

William Biddlecombe, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

EXHIBIT A

DESCRIPTION OF CONAGRA PROPERTY

The ConAgra Property is the real property currently owned by the City and identified by the Erie County Auditor's Permanent Parcel Identification Number 42-61270.001 as may be divided, subdivided, combined, recombined, or renumbered from time to time, as indicated in the map below and outlined in blue. For the avoidance of doubt, the ConAgra Property is also described pursuant to the legal description, attached, as follows:



[See Legal Description Attached]

EXHIBIT B

DESCRIPTION OF REVISED CRA AREA II

The Revised CRA Area II includes those parcels of real property identified by the Original CRA Ordinance less the parcel of real property identified by this Ordinance as the ConAgra Property pursuant to **Exhibit A** hereof. For the avoidance of doubt, the Revised CRA Area II includes the real property identified by the map as follows:





POLARIS ENGINEERING & SURVEYING - 34600 CHARDON ROAD SUITE D - WILLOUGHBY HILLS - OHIO - 44094

LEGAL DESCRIPTION OF
11.2926 ACRE PARCEL
(CITY OF HURON)

SITUATED IN THE CITY OF HURON, COUNTY OF ERIE, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOT 31, SECTION 1, ORIGINAL HURON TOWNSHIP, BEING TOWNSHIP NUMBER 6 IN THE 22 RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE INTERSECTION OF RIVER ROAD AND CLEVELAND ROAD EAST (WIDTH VARIES);

THENCE NORTH 15°39'53" EAST, 88.84 FEET TO A 3/4 INCH IRON PIPE FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, ALSO BEING THE SOUTHWEST CORNER OF LAND DESCRIBED TO THE NORFOLK & SOUTHERN RAILWAY COMPANY, BY DEED RECORDED IN VOLUME 547, PAGE 371 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-90077.000;

THENCE NORTH 14°36'12" EAST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, PASSING THROUGH A 5/8 INCH IRON PIN FOUND AT 44.71 FEET, A TOTAL DISTANCE OF 306.85 FEET TO A 1/2 INCH IRON PIN FOUND (I.D. CAP "HARTUNG") AT AN ANGLE POINT THEREIN;

THENCE NORTH 55°17'48" WEST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 212.41 FEET TO A 5/8 INCH IRON PIN FOUND (I.D. CAP "PDG") AT AN ANGLE POINT THEREIN;

THENCE NORTH 21°16'18" WEST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 10.41 FEET TO AN IRON PIN SET AT THE PRINCIPAL PLACE OF BEGINNING:

COURSE 1 THENCE NORTH 55°18'18" WEST, 22.03 FEET TO AN IRON PIN SET AT THE POINT OF CURVATURE;

COURSE 2 THENCE 185.05 FEET, ALONG AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 24°39'24" AND A 183.62 FEET CHORD THAT BEARS NORTH 67°38'00" WEST TO A PIN SET AT THE POINT OF TANGENCY IN A NORTHERLY LINE OF LAND DESCRIBED TO STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, BY RECEPTION NUMBER 200608925 & 200608926, PERMANENT PARCEL NUMBER 42-61270.000;

COURSE 3 THENCE SOUTH 25°36'40" WEST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, 5.72 FEET TO AN IRON PIN SET:

COURSE 4 THENCE SOUTH $86^{\circ}28'53''$ WEST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES 241.81 FEET TO AN IRON PIN SET:

COURSE 5 THENCE NORTH $80^{\circ}29'48''$ WEST, 69.39 FEET TO AN IRON PIN SET AT AN POINT OF CURVATURE:

COURSE 6 THENCE 143.45 FEET, BEING AN ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING AN RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF $35^{\circ}44'10''$ AND AN 141.14 FEET CHORD THAT BEARS NORTH $62^{\circ}37'43''$ WEST TO A POINT OF TANGENCY;

COURSE 7 THENCE NORTH $44^{\circ}45'38''$ WEST, 50.59 FEET TO AN IRON PIN SET;

COURSE 8 THENCE SOUTH $85^{\circ}22'44''$ WEST, 57.66 FEET TO THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER;

COURSE 9 THENCE NORTH $4^{\circ}39'08''$ WEST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 30.74 FEET TO A POINT;

COURSE 10 THENCE NORTH $11^{\circ}19'32''$ WEST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 93.00 FEET TO A POINT;

COURSE 11 THENCE NORTH $0^{\circ}34'49''$ EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 216.00 FEET TO A POINT;

COURSE 12 THENCE NORTH $4^{\circ}14'40''$ EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 239.00 FEET TO A POINT;

COURSE 13 THENCE NORTH $25^{\circ}28'22''$ WEST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 31.00 FEET TO THE SOUTHERLY EDGE OF AN EXISTING SHEET PILE;

COURSE 14 THENCE NORTH $72^{\circ}20'12''$ EAST, ALONG THE SOUTHERLY EDGE OF AN EXISTING SHEET PILE, 487.00 FEET TO A POINT;

COURSE 15 THENCE SOUTH $21^{\circ}16'18''$ EAST, ALONG THE WESTERLY EDGE OF AN EXISTING SHEET PILE, 671.50 FEET TO THE MOST NORTHERLY CORNER OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES;

COURSE 16 THENCE SOUTH $21^{\circ}16'18''$ EAST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES AND ALONG THE WESTERLY EDGE OF AN EXISTING SHEET PILE, 160.57 FEET TO A TO 1/2 INCH IRON PIN FOUND (I.D. HARTUNG);

COURSE 17 THENCE NORTH $68^{\circ}43'42''$ EAST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, AND ALONG THE FACE OF AN EXISTING SHEET PILE WALL TO THE SOUTHWEST CORNER OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 66.00 FEET TO A 1/2 INCH IRON PIN FOUND (I.D. CAP "HARTUNG");

COURSE 18 THENCE SOUTH $21^{\circ}16'18''$ EAST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 45.00 FEET TO A 1/2 INCH IRON PIN FOUND (I.D. CAP "HARTUNG");

COURSE 19 THENCE SOUTH 68° 43' 42" WEST, ALONG A NORTHERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 150.00 FEET TO A PIN SET AT AN ANGLE POINT THEREIN;

COURSE 20 THENCE SOUTH 21° 16' 18" EAST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 79.59 FEET THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 11.2926 ACRES OF LAND AS CALCULATED AS DESCRIBED BASED ON A FIELD SURVEY PERFORMED IN MAY 2022 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1986 ADJUSTMENT. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAPS STAMPED "POLARIS S-7388". PRIOR DEED REFERENCE IS THE CITY OF HURON, AS RECORDED IN RECEPTION NUMBER 200711763, PERMANENT PARCEL NUMBER 42-61270.001 AND STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, AS RECORDED IN RECEPTION NUMBERS 200608925 & 200608926, PERMANENT PARCEL NUMBER 42-61270.000

RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388

S:\2017 PROJECTS\17228- LIBERTY DEVELOPMENT - 10 ACRE PARCEL - HURON (CWS)\2-PROJECT SURVEYING INFO\4-LEGAL DESCRIPTIONS\LEGAL DESCRIPTION HURON PARCEL.DOC

Approved by Huron City Planning Commission


Zoning Inspector

05/04/2022
Date



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2026-7 (*presented by Stuart Hamilton*)
DATE: March 10, 2026

Subject Matter/Background

Ordinance No. 2026-7 authorizes and accepts replacement pages to the Codified Ordinances, as prepared by American Legal Publishing (aka Walter Drane Company), based on legislation adopted by City Council through January 2026, as well as any changes made by the State pertaining to the Traffic Code and General Offenses Code during this same time period. Upon adoption of this ordinance, the 2026 Codified Ordinances will be uploaded to the City website and replacement pages inserted into administrative hard copy versions. If any members of Council or Council Committee members retain the Codified Ordinance either electronically or in hard copy, please delete/discard and make the replacement with the update through January 2026 Codified Ordinances. A copy of the revised pages are available for review in the Council Clerk's office.

Financial Review

The matter has been reviewed and while there are no costs associated with the acceptance of the updated Codified Ordinance pages, there are costs (filing fees, etc.) associated with the preparation of these Ordinances by American Legal Publishing, which costs have been included in the 2026 Municipal Budget. Fees for this service are based on the number of pages that require revision, updating the internet version, PDF, thumb drive and hard copies.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion to adopt Ordinance No. 2023-37 as an emergency measure is in order.

[Ordinance No. 2026-7 January 2026 Adopting Ordinance \(1\).docx](#)

ORDINANCE NO. 2026-7

Introduced by Tom Harris

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Huron, Ohio:

Section 1. That the ordinances of the City of Huron, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the January 2026 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

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

Traffic Code

301.02	Agricultural tractor and traction engine. (Added)
301.03	Alley. (Added)
301.04	Arterial street or highway. (Added)
301.05	Autocycle. (Added)
301.06	Beacon. (Added)
301.07	Bicycle. (Added)
301.08	Bicycle box. (Added)
301.09	Bicycle lane. (Added)
301.10	Bicycle signal face. (Added)
301.11	Bicycle signal sign. (Added)
301.12	Bikeway. (Added)
301.13	Bus. (Added)
301.14	Business district. (Added)
301.15	Busway. (Added)
301.16	Cab-enclosed motorcycle. (Added)
301.17	Chauffeured limousine. (Added)
301.18	Child care center. (Added)
301.19	Commercial tractor. (Added)
301.20	Controlled-access highway. (Added)

Traffic Code (Cont.)

301.21	Crosswalk. (Added)
301.22	Driver or operator. (Added)
301.23	Driveway. (Added)
301.24	Electric bicycle. (Added)
301.25	Electronic. (Added)
301.26	Emergency vehicle. (Added)
301.27	Explosives. (Added)
301.28	Expressway. (Added)
301.29	Farm machinery. (Added)
301.30	Flammable liquid. (Added)
301.31	Freeway. (Added)
301.32	Funeral escort vehicle. (Added)
301.33	Gross weight. (Added)
301.34	Highway maintenance vehicle. (Added)
301.35	Highway traffic signal. (Added)
301.36	Hybrid beacon. (Added)
301.37	In-road warning light. (Added)
301.38	Intersection. (Added)
301.39	Lane-use control signal. (Added)
301.40	Laned highway. (Added)
301.41	Limited driving privileges. (Added)
301.42	Local authorities. (Added)
301.43	Low-speed micromobility device. (Added)
301.44	Median. (Added)
301.45	Motor-driven cycle or motor scooter. (Added)
301.47	Motorcycle. (Added)
301.48	Motorized bicycle or moped. (Added)
301.49	Motorized wheelchair. (Added)
301.50	Multi-wheel agricultural tractor. (Added)
301.51	Natural resources officer. (Added)
301.52	Operate. (Added)
301.53	Parked or parking. (Added)
301.54	Pedestrian. (Added)
301.55	Person. (Added)
301.56	Pole trailer. (Added)
301.57	Police officer. (Added)
301.58	Predicate motor vehicle or traffic offense. (Added)
301.59	Private road. (Added)
301.60	Public safety vehicle. (Added)
301.61	Railroad. (Added)
301.62	Railroad sign or signal. (Added)
301.63	Residence district. (Added)
301.64	Ridesharing arrangement. (Added)
301.65	Right-of-way. (Added)
301.66	Road service vehicle. (Added)
301.67	Roadway. (Added)
301.68	Roundabout. (Added)
301.69	Rural mail delivery vehicle. (Added)
301.70	Safety zone. (Added)
301.71	School bus. (Added)
301.72	Semitrailer. (Added)

Traffic Code (Cont.)

301.74	Shoulder. (Added)
301.75	Sidewalk. (Added)
301.76	Site roadway open to public travel. (Added)
301.77	Standing. (Added)
301.78	State. (Added)
301.79	State highway. (Added)
301.80	State route. (Added)
301.81	Stop. (Added)
301.82	Stop intersection. (Added)
301.83	Stopping. (Added)
301.84	Street or highway. (Added)
301.85	Through highway. (Added)
301.86	Thruway. (Added)
301.87	Traffic. (Added)
301.88	Traffic control device. (Added)
301.89	Traffic control signal. (Added)
301.90	Trailer. (Added)
301.91	Train. (Added)
301.92	Truck. (Added)
301.93	Two-stage bicycle turn box. (Added)
301.94	Type A family child care home. (Added)
301.95	Urban district. (Added)
301.97	Waste collection vehicle. (Added)
301.98	Wildlife officer. (Added)
313.02	Through Highways; Stop and Yield Right-of-Way Signs. (Amended)
313.03	Traffic Signal Indications. (Amended)
313.04	Lane-Use Control Signal Indications. (Amended)
313.09	Driver's Duties Upon Approaching Ambiguous or Non-Working Traffic Signal. (Amended)
313.10	Unlawful Purchase, Possession or Sale. (Amended)
313.12	Portable Signal Preemption Devices Prohibited. (Amended)
313.13	Bicycle Symbol Signal Indications. (Added)
331.33	Obstructing Intersection, Crosswalk or Grade Crossing. (Amended)
331.35	Occupying Travel Trailer, Fifth Wheel Vehicle, or Manufactured or Mobile Home While in Motion. (Amended)
331.38	Stopping for School Bus; Discharging Children. (Amended)
331.381	School Bus Operator to Report Violations. (Added)
331.39	Driving Across Grade Crossing. (Amended)
331.40	Stopping at Grade Crossing. (Amended)
331.401	Slow-Moving Vehicles or Equipment Crossing Railroad Tracks. (Added)
331.47	Restrictions on the Operation of School Buses. (Amended)
333.01	Driving or Physical Control While Under the Influence. (Amended)
333.03	Maximum Speed Limits; Assured Clear Distance Ahead. (Amended)
333.11	Electronic Wireless Communication Device Use Prohibited While Driving. (Amended)
335.04	Certain Acts Prohibited. (Amended)
335.072	Driving Under Financial Responsibility Law Suspension or Cancellation; Driving Under a Nonpayment of Judgment Suspension. (Amended)
335.074	Driving Under License Forfeiture or Child Support Suspension. (Amended)

Traffic Code (Cont.)

- 335.09 Display of License Plates or Validation Stickers; Registration. (Amended)
- 337.24 Motor Vehicle Stop Lights. (Amended)
- 337.26 Child Restraint System Usage. (Amended)
- 341.01 Commercial Drivers Definitions. (Amended)
- 371.01 Right of Way in Crosswalk. (Amended)
- 371.03 Crossing Roadway Outside Crosswalk; Diagonal Crossings at Intersections. (Amended)
- 371.11 Persons Operating Motorized Wheelchairs. (Deleted)
- 371.12 Electric Personal Assistive Mobility Devices. (Amended)

General Offenses Code

- 513.01 Drug Abuse Control Definitions. (Amended)
- 513.03 Drug Abuse; Controlled Substance Possession or Use. (Amended)
- 513.04 Possessing Drug Abuse Instruments. (Amended)
- 513.05 Permitting Drug Abuse. (Amended)
- 513.07 Possessing or Using Harmful Intoxicants. (Amended)
- 513.08 Illegally Dispensing Drug Samples. (Amended)
- 513.12 Drug Paraphernalia. (Amended)
- 513.17 Pseudoephedrine Sales. (Added)
- 517.01 Gambling Definitions. (Amended)
- 525.02 Falsification. (Amended)
- 525.05 Failure to Report a Crime, Injury or Knowledge of Death. (Amended)
- 529.08 Hours of Sale or Consumption. (Amended)
- 533.01 Obscenity and Sex Offenses Definitions. (Amended)
- 533.04 Sexual Imposition. (Amended)
- 533.15 Dissemination of Private Sexual Images. (Repealed)
- 533.16 Grooming. (Added)
- 537.02 Vehicular Homicide and Manslaughter. (Amended)
- 537.14 Domestic Violence. (Amended)
- 537.16 Illegal Distribution of Cigarettes, Other Tobacco Products, or Alternative Nicotine Products; Transaction Scans. (Amended)
- 537.20 Illegal Use of a Tracking Device or Application. (Added)
- 545.01 Theft and Fraud Definitions. (Amended)
- 545.05 Misdemeanor Theft. (Amended)
- 549.14 Concealed Handgun Licenses; Possession of Revoked or Suspended License; Additional Restrictions; Posting Signs Prohibiting Possession. (Amended)

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

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

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

William Biddlecombe, Vice-Mayor

ATTEST: _____
Clerk of Council

Adopted: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 12-2026 (*submitted by Stuart Hamilton*)
DATE: March 10, 2026

Subject Matter/Background

This legislation is for the construction inspection services, as well as the contract administration services in the amount of \$226,180. Staff issued an RFQ for these services and received 3 responses. OHM was selected as the most qualified based on scope of services and past performance. This amount is a not to exceed amount and we will only be invoiced for services actually performed.

Financial Review

In accordance with City procurement policies.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 12-2026 is in order.

[Resolution No. 12-2026 OHM Advisors US 6 Phase II Construction Inspection and Administration \\$226,180 \(1\).docx](#)

[Resolution No. 12-2026 Exh A OHM Advisors Proposal US 6 Phase II.pdf](#)

RESOLUTION NO. 12-2026

Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION SERVICES RELATING TO US 6 PHASE II PROJECT (ERI-US 6-16.27; PID 107223) IN THE AMOUNT OF TWO HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED EIGHTY AND XX/100 (\$226,180.00).

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 accept the proposal and enter into an agreement with OHM Advisors for professional construction engineering and inspection services relating to the US 6 Phase II Project (ERI-US 6-16.27; PID 107223) in the amount of Two Hundred Twenty-Six Thousand One Hundred Eighty and XX/100 Dollars (\$226,180.00) , a copy of which agreement is attached hereto as Exhibit A and incorporated herein by reference.

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.

William Biddlecombe, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



February 19, 2026

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

RE: Proposal for Professional Services
Construction Engineering Services
ERI-US 0006-16.27, PID 107223

Dear Mr. Hamilton:

OHM Advisors (OHM) is pleased to submit this Proposal for Professional Services supporting the above-referenced project. Our proposal outlines the work efforts necessary to provide construction engineering services in accordance with the Ohio Department of Transportation's (ODOT) LPA Construction Contract Administration Manual.

To facilitate your review, our Proposal is organized as follows:

- ▶ Statement of Understanding
- ▶ Scope of Services
- ▶ Schedule
- ▶ Compensation
- ▶ Clarification and Assumptions
- ▶ Client Responsibilities
- ▶ Additional Services
- ▶ Authorization and Acceptance

We thank you for this opportunity and are excited to continue working with the City of Huron to provide professional services associated with the ERI-US 0006-16.27 project. Should you find our proposal acceptable, please sign the attached Proposal and provide a full copy to us for our files. Should you have any questions or comments, please contact me directly at (216) 704-4025 and Russ.Critelli@ohm-advisors.com.

Sincerely,
OHM Advisors

A handwritten signature in blue ink, appearing to read "Russ Critelli".

Russ Critelli, PE, PMP
Principal

Encl: Proposal



Statement of Understanding

The City of Huron is proposing to install a new single lane roundabout along US-6 approximately ¼ mile northwest of Center Street. An unwarranted traffic signal, turn lanes, and excess pavement will be removed. Pedestrian and bicycle facilities will be upgraded for connectivity and ADA standards, roadway lighting and drainage will be added or modified, and US-6 will be resurfaced between SR-2 and Williams Street. Construction is to take place during the summer of 2026.

Scope of Services

Our Scope of Services includes the tasks required to complete construction engineering and testing for the project in accordance with ODOT's LPA Construction Contract Administration Manual. Specific tasks to complete this project are as follows:

Task 1 – Construction Engineering

The following outlines the sub-tasks OHM will perform as part of the Construction Engineering for this project:

1. Prepare an agenda, schedule, and facilitate a pre-construction meeting with stakeholders which may include City and ODOT officials, utility companies, and Huron City School administrators. Prepare meeting minutes and distribute to attendees.
2. Monitor, evaluate, and provide administrative action for submittals (shop drawings, certifications, samples, etc.) and maintain records of requests for information, requested changes, and shop drawing submittals for future reference.
3. Provide responses to field questions as needed from the contractor and document in files.
4. Review and make recommendations for payments on monthly progress payment requests submitted by contractor.
5. Based on field notes, prepare record drawings which will be provided to the City in digital format.
6. Perform progress meetings every two weeks with Contractor, Sub-contractor(s), Owner's Representative(s), and necessary project stakeholders to review and coordinate questions/issues and coordinate construction schedule. Prepare and distribute meeting minutes and distribute to attendees. We assume there will be eleven (11) progress meetings associated with this project.
7. Perform a final site walk-through, prepare, and distribute a final punch list after Contractor has reached substantial completion. Once the Contractor has notified us of completion of punch list, we will meet at site to verify punch list items have been completed to the City's satisfaction. Once the project has been completed, we will issue a Final Project Completion Notice.

Deliverables

- ▶ Progress Meeting Minutes
- ▶ Certificates of Substantial and Final Completion
- ▶ Record Drawings
- ▶ Punch List

Task 2 – Construction Observation

The following outlines the sub-tasks OHM will perform as part of the Construction Observation for this project:

OHM Advisors®

3290 LEVIS COMMONS BLVD.
PERRYSBURG, OHIO 43551

T 567.249.1632
F 734.522.6427

OHM-Advisors.com



1. Perform daily site observations during project construction. We assume a total of 22 weeks of full-time observation (45 hours per week) will be required for the project.
2. Monitor and document quantities, completed, and accepted.
3. Complete required EEO, Prevailing Wage, and DBE (or SBE) interviews/forms.
4. Coordinate extraction/gradation and compaction testing of asphalt concrete with an independent qualified testing firm.
5. Coordinate air, slump, temperature, and compressive strength of Portland cement concrete with an independent qualified testing firm.
6. Coordinate compaction testing (spot checks) with an independent qualified testing firm.
7. Coordinate lighting inspection with an independent qualified lighting and signal inspector.

Deliverables

- ▼ Field Reports

Task 3 – Construction and Material Testing

The following outlines the sub-tasks OHM's subconsultants will perform as part of the Construction and Material Testing for this project:

1. Determine suitability of materials for use as engineered fills, backfill and sub-base.
2. Inspection and testing of soil compaction operations during placement of fills and backfills. Anticipated 10, eight-hour long site visits.
3. Inspection of foundation bearing soils for proper soil type and bearing strength.
4. Inspection of reinforcing steel and mesh size and arrangement.
5. Inspection, sampling and testing of cast-in-place concrete. Anticipated eight, eight-hour long site visits.
6. Inspection, sampling and testing of cement masonry units.
7. Inspection, sampling and testing of asphalt pavement. Anticipated two, 11-hour long site visits.

Deliverables

- ▼ Test Reports

Task 4 – Lighting Inspection

The following outlines the sub-tasks OHM's subconsultants will perform as part of the Lighting Inspection for this project:

1. Inspection, verification of traffic signaling. Anticipated two, 8-hour long site visits.

Deliverables

- ▼ Field Reports



Additional As-Needed Services

Additional as-needed items may arise during construction which were not anticipated at the time this proposal was prepared. These efforts will not be completed until written authorization has been provided by the City of Huron agreeing to the extra work, and the budget allowance for this task will not be used without advanced authorization from the City of Huron. OHM will prepare a Scope of Services and a budget for each item for approval by the City of Huron before proceeding.

Schedule

We are prepared to commence work on this project upon receipt of your written authorization to proceed.

Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services will be performed on an hourly basis and invoiced on a time and expense basis not to exceed (based on OHM Standard Billing Rates).

Phase/Task	Cost
Task 1 – Construction Engineering	\$ 48,180
Task 2 – Construction Observation	\$ 148,500
Task 3 – Construction and Material Testing (Subconsultant)	\$ 28,000
Task 4 – Lighting Inspection (Subconsultant)	\$ 1,500
Total All Phases	\$ 226,180

Clarifications and Assumptions

Our Scope of Services was prepared based on the following assumptions:

- ▼ If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the City of Huron. OHM Advisors will not proceed with additional services without written authorization to proceed from the City of Huron.
- ▼ Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services and will be billed on an hourly basis under the Additional As-Needed Services Allowance upon agreement with the City of Huron.

Client Responsibilities

- ▼ City of Huron will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- ▼ City of Huron will provide the following, if available, to assist us with the project: (construction plans and contracts, prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, existing topography, access to structures, easements and utility line information, utility availability, building information, etc.)



Additional Services

The following services are not included in our Compensation but may be desired. Fees for these services can be negotiated later if deemed necessary. Additional services that may be needed are as follows:

- ▼ Environmental Studies
- ▼ Construction Staking/Layout
- ▼ SWPPP and/or 611 Inspections
- ▼ Permitting

Authorization and Acceptance

This document, including all Attachments, constitutes the entire Agreement between the City of Huron and OHM Advisors and shall not be amended, altered, or changed, except by written authorization executed by both parties. This proposal is valid for 30 days from date of submittal, and upon expiration, OHM Advisors reserves the right to modify the proposal.

Approval and acceptance of this Proposal is effective upon City of Huron's signature. OHM Advisors is authorized to commence services upon receipt of a signed copy of this document.

City of Huron

Proposal for ERI-US 0006-16.27 Construction Engineering; PID No. 107223

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

Attachments: Standard Terms and Conditions
Standard Rate Schedule
Subconsultant Proposal

TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. **OPINIONS OF PROBABLE COST.** OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

OHM ADVISORS 2026 HOURLY RATE SCHEDULE



Classification	Level				
	I	II	III	IV	V
Professional Engineer	\$167	\$179	\$194	\$214	\$224
Graduate Engineer	\$145	\$156	\$161	\$169	\$182
Architect/Interior Designer	\$115	\$150	\$175	\$210	\$230
Landscape Architect	\$132	\$142	\$156	\$172	\$188
Planner	\$120	\$141	\$167	\$182	\$193
Project Coordinator/Urban Designer	\$93	\$125	\$142	\$162	\$182
Design Technician	\$115	\$134	\$151	\$170	\$188
Technician	\$109	\$128	\$146	\$163	\$172
Project Specialist	\$138	\$175	\$205	\$229	\$250
Professional Surveyor	\$156	\$173	\$189	\$203	\$215
Surveyor	\$112	\$132	\$144	\$158	\$170

Classification	I	II	III
Administrative Support	\$89	\$110	\$135
Technical Aide	\$85	\$89	\$94
Subject Matter Expert	\$250	\$300	\$375

Classification	
Principal	\$247

2/18/2026

OHM Advisors
6001 Euclid Ave. Suite 130
Cleveland, OH 44103

Attention: Ron Lajti, P.E.
Principal

Reference: CTL shall provide for OHM Advisors engineering and related technical services for Huron - ERI-6 Phase II CA-CI
Huron, OH

CTL Proposal No. 26020007CLEPPL

Mr. Lajti,

CTL Engineering Inc. is pleased to submit this proposal to the OHM Advisors for providing construction testing and special inspection services for the above-mentioned project. This proposal outlines our understanding of the project, CTL's scope of work, fees, and authorization procedures.

PROJECT LOCATION AND DESCRIPTION

The project consists of constructing a new single lane roundabout along US-6 in the City of Huron, approximately ¼ mile northwest of Center Street. An unwarranted traffic signal, turn lanes, and excess pavement will be removed. Pedestrian and Bicycle facilities will be upgraded for the connectivity and ADA Standards, roadway lighting and drainage will be added or modified, and US-6 will be resurfaced between SR-2 and Williams St. within an overall project length of 1.26 miles.

Based on the information included in the Request for Proposal and project documents, as well as the project drawings and email correspondence, we anticipate that our services will include the following inspection, testing and special inspection services:

1. Determination of suitability of materials for use as engineered fills, backfill and sub-base.
2. Inspection and testing of soil compaction operations during placement of fills and backfills.
3. Inspection of foundation bearing soils for proper soil type and bearing strength.
4. Inspection of reinforcing steel and mesh size and arrangement.
5. Inspection, sampling and testing of cast-in-place concrete.
6. Inspection, sampling and testing of cement masonry units.
7. Inspection, sampling and testing of asphalt pavement.

8. Inspection, verification of traffic signaling

It is our assumption that no additional engineering or inspection services will be required beyond the scope listed above.

FEE FOR PROFESSIONAL SERVICES

CTL has prepared and attached our proposed unit rate schedule. OHM Advisors has provided CTL with the preliminary construction schedule for the project, which has been utilized to create this testing estimate. However, final testing and inspection costs will be based on the contractor's construction schedule and sequencing, which we have no control over.

Below are CTL's project assumptions and cost estimate to provide special inspections and material testing services.

Earthwork and Compaction Testing

CTL expects to provide field and laboratory testing services for structural and non-structural soil excavations, embankment, and fill work, including: laboratory proctor testing of soil/aggregate fill materials, field compaction testing of soil and aggregate fill materials, proof rolling operations and soil stabilization. During these functions, we expect to make 10 site visits to provide those services. These visits are expected to last eight hours, and testing services will be performed by an Engineering Technician. A project manager or engineer may be required for site visits under certain circumstances. CTL expects to collect one sample of soil fill, and one sample of aggregate base materials for gradation and laboratory proctor testing.

Concrete Testing Services

Based on the size of the project, CTL anticipates that there will be eight concrete placements for concrete walkways, curbs and non-reinforced concrete pavement. For each of these visits, we expect to provide an Engineering Technician for eight hours. Along with the concrete testing services, we also expect to make a visit to collect concrete samples the following day. To provide adequate compressive strength testing for the project, we also expect to cast eight sets of five concrete cylinders as well.

Asphalt Testing Services

Based on the size of the project, CTL anticipates that there will be two days of paving activity for inspections and compaction testing. For each of these visits, we expect to provide an Engineering Technician for 11 hours. CTL also anticipates collecting three samples of the asphalt pavement. One sample for each type of asphalt pavement to be used on the project.

Traffic Signal Inspection

Based on the size of the project, CTL anticipates that there will be two site visits for traffic signal inspections and verifications. For each of these visits, CTL expects to provide a technician specialist for each inspection of the traffic signaling.



Finally, in order to provide staff coordination, report review and analysis, site meetings, and general troubleshooting, CTL has also included anticipated hours of project management time for each site visit. Project Management will be performed by an Engineer Intern or licensed Professional Engineer depending on availability.

Staff/Unit Type	Unit Rate	Total Units for Project	Total Cost
Engineering Technician	\$ 84.00/hour	184	\$ 15,456.00
Engineering Technician OT	\$ 126.00/hour	8	\$ 1,008.00
Inspector / Technician Specialist	\$ 126.00/hour	10	\$ 1,260.00
Project Engineer/Manager	\$ 189.00/hour	24	\$ 4,536.00
Concrete Cylinders	\$ 26.00/cylinder	40	\$ 1,040.00
Nuclear Density Gauge	\$ 51.00/day	10	\$ 510.00
Standard Proctor Testing	\$ 306.00/sample	4	\$ 1,224.00
Bulk Specific Gravity and Density, ASTM D 2726	\$ 64.00/each	3	\$ 192.00
Truck Charge	\$ 60/day	30	\$ 1,800.00
Mileage	\$ 0.75/mile	3,132	\$ 2,349.00
Estimated Testing Cost:			\$ 29,375.00

CTL will only invoice for actual services provided in accordance with the appropriate unit rate. Laboratory test reporting costs are included with the individual test unit rate. Services will be performed on a unit rate basis in accordance with the attached unit fee schedule. Overtime would apply for work performed on weekends, holidays, or for work greater than 8 hours per day for the assigned inspection staff. Overtime is billed at a rate of 1.5 times the technician's rate. Sample retrieval and delivery will be billed at the unit rates listed. Minimum show-up charges will not apply.

CLOSING

We sincerely appreciate the opportunity to submit this cost proposal and look forward to working with you on this project. If you have any questions or need further information, please feel free to contact me at your earliest convenience.

Respectfully submitted,
CTL ENGINEERING, INC.



Luther Olah
Service Line Manager



Construction Services

2026 RATES

PERSONNEL

Professional Engineer	\$231.00/hour
Project Manager.....	\$189.00/hour
Engineering Technician.....	\$84.00/hour
Senior Engineering Technician.....	\$116.00/hour
Secretary/Clerical	\$84.00/hour

Note: Our Technicians perform the necessary inspection and testing to provide quality control for the project under the guidance of our engineering staff. Should problems arise beyond the scope of the Technician, they will be resolved by an Engineer or Manager. The field data is reviewed and the reports are prepared by a Professional Engineer. Fees for personnel services are invoiced on an hourly basis (portal to portal), in accordance with rates shown below. Overtime does not apply to Engineers and Managers. There will be a (4) hour minimum charge for all field technician work.

MISCELLANEOUS EXPENSES

Overtime

Applies to hours not within 8 am to 5 pm Monday through Friday.....	Time & 1/2
Saturday, and excess of 8 hours weekdays.....	Time & 1/2
Sundays & Holidays.....	Double time
Mileage	\$0.75/mile
Standard Proctor ASTM D698	\$306.00/each
Atterberg Limits ASTM D4318	\$107.00/each
Compression Test- Concrete Cylinder	\$26.00/ each
Visual Identification and Moisture Content ASTM D2216	\$22.00/each



OHM Advisors
Reference: Construction Materials Testing & Special Inspection
ERI-6 Ph. 2 CA/CI
Huron, OH
CTL Proposal No. 26020007CLEPPL

Feb. 18, 2026
Page 5

Gradation ASTM C136\$141.00/each
Same Day Scheduling Fee \$191.00/day
Direct Expenses incurred on behalf of client
(materials, test supplies, shipping, etc.)..... Cost + 15%
Hotel Cost + 15%
Subsistence and Travel Expenses Cost + 15



GENERAL NOTES AND CONDITIONS

1. These prices are applicable for 2025; however, we reserve the right to change these prices without notification unless otherwise stipulated by a signed contract or purchase order.
2. Minimum daily charge for laboratory services is \$165.00.
Minimum daily charge for field services is \$660.00.
3. The CTL Engineering operations are organized into several different departments. Fee schedules for any of the other department services are available by contacting our marketing department.
4. Testing services are typically performed in the order in which samples are received in the laboratory. Routine turnaround time on analytical samples is one to two weeks. A surcharge of 50 percent for overtime rates may be applied for rush work.
5. Discounts are available for large quantity orders. Please call to discuss special pricing arrangements.
6. Upon completion of testing, samples remaining after testing are typically kept one month and then discarded. Any extension of this time should be requested in writing. An invoice for storage charges will be submitted on an annual basis. Samples containing toxic or hazardous materials may be returned to the client for disposal. If CTL Engineering is required to perform disposal, our client will be billed for disposal costs.
7. Clients are expected to inform CTL Engineering of any known or suspected hazards in the samples submitted. Samples containing hazardous levels of radioactivity will not be accepted by the laboratory.
8. Field sampling services are available throughout the geographical area. These include groundwater sampling from monitoring wells, sampling of potable water, waste water sampling, soil and hazardous waste sampling. Clients with questions regarding sampling procedures or containers are welcome to call our laboratory personnel.
9. Samples submitted for testing should include the sample source and type, the time of collection if applicable, a purchase order, chain of custody form and a list of the analysis to be completed by CTL Engineering. Chain of custody forms are available from CTL Engineering laboratory personnel if needed. Label each sample clearly and completely.
10. Reports and copies of reports will be sent only to the client unless the client formally requests us otherwise in writing. CTL Engineering maintains strict confidentiality with our clients. All data, reports, proprietary information and records associated with clients are maintained in strict confidence.
11. CTL Engineering states that analytical work shall be performed in accordance with good laboratory practices and professional standards. No other warranty is expressed or implied.
12. Payment terms are Net 30 Days from date of invoice, with a 1.5% per month service charge applied to past due balances.
13. CTL requires a 24-hour notice for scheduling of technicians, mobilization of equipment, and all other resources. We will strive to serve our clients' needs on shorter notice when feasible and available; however, we cannot guarantee availability with less than a 24-hour notice.





TO: Mayor Tapp and City Council
FROM: Doug Steinwart , Operations Manager
RE: Resolution No. 13-2026 (*submitted by Doug Steinwart*)
DATE: March 10, 2026

Subject Matter/Background

AS SUBMITTED BY DOUG STEINWART, DIRECTOR OF PARKS & RECREATION:

This legislation is retroactively allowing staff to apply through Senator John Husted's office for FY27 Congressionally Directed Spending (CDS) relating to the Huron Municipal Boat Basin Renovation Project in the amount of \$2,900,000 and accepts said grant funds if awarded.

Originally built as a part of urban revitalization, this vital community asset and regional revenue source. The Boat Basin needs essential investment dollars to secure its future. Numerous key components are well beyond their intended design life.

- **Perimeter Bulkhead, Riser System and Concrete Walkways**
 - The cement walkways that surround the basin are deteriorating, cracking and posing severe safety issues
- **Retaining Walls**
 - Approximately 1,500 linear feet of stone retaining wall that surrounds the basin was also originally installed in 1969.

Collectively, these aging infrastructure systems form the foundation of the Huron Boat Basin's operations. Strategic reinvestment will restore safe public access, protect shoreline assets, and ensure the Boat Basin can continue to support tourism, free public park access and economic activity in the Lake Erie region for the next generation.

2027 Updated Huron Boat Basin Renovation Costs

Item Description	Item Cost
Concrete Bulkhead Caps	\$1,085,532
Concrete Walkways	\$680,823
Retaining Walls	\$1,138,235

Financial Review

No financial impact, if awarded, the project would be added to 2027 budget.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 13-2026 is in order.

[Resolution No. 13-2026 Senator John Husted CDS Request Appl Boat Basin Renovation \\$2,900,000 \(5\).docx](#)

RESOLUTION NO. 13-2026

Introduced by Mark Claus

A RESOLUTION RATIFYING SUBMISSION OF AN APPROPRIATIONS REQUEST APPLICATION TO U.S. SENATOR JOHN HUSTED'S FY27 CONGRESSIONALLY DIRECTED SPENDING (CDS) RELATING TO THE HURON MUNICIPAL BOAT BASIN RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED TWO MILLION NINE HUNDRED THOUSAND AND XX/100 DOLLARS (\$2,900,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD(S) IN AN AMOUNT NOT TO EXCEED TWO MILLION NINE HUNDRED THOUSAND AND XX/100 DOLLARS (\$2,900,000.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron has made an appropriations request to U.S. Senator John Husted's FY27 Congressionally Directed Spending (CDS) relating to the Huron Municipal Boat Basin Renovation Project (the "Project"); and

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

WHEREAS, the City of Huron has the authority to apply for financial assistance and to administer the amounts received from U.S. Senator John Husted's FY27 Congressionally Directed Spending (CDS); and

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

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

SECTION 1. That the Council of the City of Huron hereby ratifies submission of an appropriations request to U.S. Senator John Husted's FY27 Congressionally Directed Spending (CDS) to become eligible for potential funding assistance relating to the Huron Municipal Boat Basin Renovation Project in an amount not to exceed Two Million Nine Hundred Thousand and xx/100 Dollars (\$2,900,000.00).

SECTION 2. If grant funds are awarded, the City Manager is further authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with U.S. Senator John Husted's FY27 Congressionally Directed Spending (CDS) in an amount not to exceed Two Million Nine Hundred Thousand and xx/100 Dollars (\$2,900,000.00), and which agreement shall be in substantially in the form attached hereto as Exhibit "A."

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

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

William Biddlecombe, Vice-Mayor

ATTEST: _____
Council Clerk

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Terri Welkener , Clerk of Council
RE: Resolution No. 14-2026 (*submitted by Doug Steinwart*)
DATE: March 10, 2026

Subject Matter/Background

AS SUBMITTED BY DOUG STEINWART, DIRECTOR OF PARKS & RECREATION:

This legislation is retroactively allowing staff to apply through Congresswoman Marcy Kaptur's office for FY27 Congressionally Directed Spending (CDS) relating to the Huron Municipal Boat Basin Renovation Project in the amount of \$2,900,000 and accepts said grant funds if awarded.

Originally built as a part of urban revitalization, this vital community asset and regional revenue source. The Boat Basin needs essential investment dollars to secure its future. Numerous key components are well beyond their intended design life.

- **Perimeter Bulkhead, Riser System and Concrete Walkways**
 - The cement walkways that surround the basin are deteriorating, cracking and posing severe safety issues
- **Retaining Walls**
 - Approximately 1,500 linear feet of stone retaining wall that surrounds the basin was also originally installed in 1969.

Collectively, these aging infrastructure systems form the foundation of the Huron Boat Basin's operations. Strategic reinvestment will restore safe public access, protect shoreline assets, and ensure the Boat Basin can continue to support tourism, free public park access and economic activity in the Lake Erie region for the next generation.

2027 Updated Huron Boat Basin Renovation Costs

Item Description	Item Cost
Concrete Bulkhead Caps	\$1,085,532
Concrete Walkways	\$680,823
Retaining Walls	\$1,138,235

Financial Review

No financial impact, if awarded the project will be added to the 2027 budget.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 14-2026 is in order.

[Resolution No. 14-2026 Congresswoman Marcy Kaptur CDS Request Appl Boat Basin \\$2,900,000.docx](#)

RESOLUTION NO. 14-2026

Introduced by Mark Claus

A RESOLUTION RATIFYING SUBMISSION OF AN APPROPRIATIONS REQUEST APPLICATION TO U.S. CONGRESSWOMAN MARCY KAPTUR'S FY27 CONGRESSIONALLY DIRECTED SPENDING (CDS) RELATING TO THE HURON MUNICIPAL BOAT BASIN RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED TWO MILLION NINE HUNDRED THOUSAND AND XX/100 DOLLARS (\$2,900,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD(S) IN AN AMOUNT NOT TO EXCEED TWO MILLION NINE HUNDRED THOUSAND AND XX/100 DOLLARS (\$2,900,000.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron has made an appropriations request to U.S. Congresswoman Marcy Kaptur's FY27 Congressionally Directed Spending (CDS) relating to the Huron Municipal Boat Basin Renovation Project (the "Project"); and

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

WHEREAS, the City of Huron has the authority to apply for financial assistance and to administer the amounts received from U.S. Congresswoman Marcy Kaptur's FY27 Congressionally Directed Spending (CDS); and

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

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

SECTION 1. That the Council of the City of Huron hereby ratifies submission of an appropriations request to U.S. Congresswoman Marcy Kaptur's FY27 Congressionally Directed Spending (CDS) to become eligible for potential funding assistance relating to the Huron Municipal Boat Basin Renovation Project in an amount not to exceed Two Million Nine Hundred Thousand and xx/100 Dollars (\$2,900,000.00).

SECTION 2. If grant funds are awarded, the City Manager is further authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with U.S. Congresswoman Marcy Kaptur's FY27 Congressionally Directed Spending (CDS) in an amount not to exceed Two Million Nine Hundred Thousand and xx/100 Dollars (\$2,900,000.00), and which agreement shall be in substantially in the form attached hereto as Exhibit "A."

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

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

William Biddlecombe, Vice-Mayor

ATTEST: _____
Council Clerk

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Kevin McGraw
RE: Resolution No. 15-2026 (*submitted by Chief Kevin McGraw*)
DATE: March 10, 2026

Subject Matter/Background

AS SUBMITTED BY FIRE CHIEF KEVIN McGRAW:

The Huron Fire Department is requesting grants funds through the Ohio Bureau of Worker's Compensation Safety Intervention Grant. We have identified the need for a CPR assistance device to allow our members to safely and effectively perform Advance Care Life Support procedures while working on scenes and in the back of our ambulance. The purpose of this project is to improve patient outcomes in those that are experiencing a cardiac arrest event. The scope of the project is once notified that quick response and deployment of the CPR assistance device. This equipment will be utilized on our ALS ambulance that we service the citizens and guests of our community with. Should we be awarded this grant, our sales representative that provided us with a quote has determined the delivery date to be approximately 4 weeks from the time of order. We currently track all of our cardiac arrest data through our patient care report software. Through this software we would be able to track this equipment usage while incorporating other cardiac arrest data from the call. We currently follow up with the local hospital on final patient outcomes within the first 2 hours of their arrival and subsequent follow ups if the patient continues to improve. We will be able to track whether the patient outcome was positive or negative and if the use of a CPR assistance device was beneficial by obtaining the Return of Spontaneous Circulation (ROSC) during our interactions with them. The Lucas 3 Chest Compression System is sold exclusively by Stryker. Stryker does not authorize third parties to sell this product or service. We currently utilize Stryker owned Physio Control heart monitors and have the required reporting and documentation software necessary to utilize this new equipment. We currently have a service contact in place with Stryker and the addition of the Lucas 3 would be no problem. I have included an itemized budget and soul source provider confirmation from Stryker regarding our request. Thank you for your consideration in this matter.

Resolution No. 15-2026 requests ratification of the Huron Fire Department's application to the Bureau of Workers Compensation Safety Intervention Grant requesting funds for the purchase of one (1) Lucas 4 CPR System for the Huron Fire Department. The grant application was submitted last week and the application has already been approved. A copy of the Application is attached to the legislation as Exhibit "A."

Financial Review

The BWC Safety Intervention Grant to be received by the City will be in the amount of \$16,631.36, broken down as follows:

TOTAL COST: \$22,175.14;

75% BWC GRANT FUNDS: \$16,631.36; and

CITY MATCHING FUNDS: \$5,543.78.

Legal Review

The matter has been reviewed, follow no

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 15-2026 is in order.

[Resolution No. 15-2026 BWC Safety Intervention Grant CPR System \\$16,631.36 \(1\).docx](#)

[Resolution No. 15-2026 Exh A BWC Safety Intervention Grant Application](#)

[Resolution No. 15-2026 Exh A Lucas Quote for CPR System](#)

RESOLUTION NO. 15-2026

Introduced by Joe Dike

A RESOLUTION RATIFYING SUBMISSION OF A GRANT APPLICATION BY THE HURON FIRE DEPARTMENT TO THE OHIO BUREAU OF WORKERS' COMPENSATION SAFETY INTERVENTION GRANT PROGRAM IN THE AMOUNT OF SIXTEEN THOUSAND SIX HUNDRED THIRTY-ONE AND 36/100 DOLLARS (\$16,631.36); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT THE GRANT AWARD IN AN AMOUNT NOT TO EXCEED SIXTEEN THOUSAND SIX HUNDRED THIRTY-ONE AND 36/100 DOLLARS (\$16,631.36) AND ENTER INTO AN AGREEMENT WITH THE BUREAU OF WORKERS' COMPENSATION SAFETY INTERVENTION GRANT PROGRAM, SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, The City of Huron Fire Department desires to utilize funding opportunities available through the Ohio Bureau of Workers' Compensation Safety Intervention Grant Program to obtain potential funding to be used for equipment replacement;

WHEREAS, the City has submitted an application to the Bureau of Workers' Compensation Safety Intervention Grant Program requesting funding for the purchase of a LUCAS 3 CPR System at a cost of \$22,175.14, which includes the required 25% local match. The total equipment cost, less the 25% local match, brings the total funds requested to \$16,631.36; and

WHEREAS, the City staff believes making application for these grant funds is proper and beneficial to the City.

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

SECTION 1. That the City Manager's approval of the submission of a Bureau of Workers' Compensation Safety Intervention Grant application by the Huron Fire Department for potential grant funding to be used for equipment replacement in the amount of Sixteen Thousand Six Hundred Thirty-One and 36/100 Dollars (\$16,631.36) is hereby ratified.

SECTION 2. That if grant funds are awarded, authorization is given to the City Manager to execute any necessary contract with the Bureau of Workers' Compensation Safety Intervention Grant Program to be eligible for funding under the program, accept the grant award of up to Sixteen Thousand Six Hundred Thirty-One and 36/100 Dollars (\$16,631.36), and to obligate the funds required to meet the matching requirements of the program in an amount not to exceed Five Thousand Five Hundred Forty-Three and 78/100 Dollars (\$5,543.78).

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

SECTION 4: This Resolution shall be in full force and effect from and immediately following its adoption.

William Biddlecombe, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



Instructions

All sections of the application must be completed. Sections I-V are required for a complete application.

BWC will review your application to approve or deny the grant. Therefore, the information you provide on this application must describe the significance of the problem and the effectiveness of the proposed solution. Incomplete applications will be returned.

Contact us

If you have questions about the application process, contact BWC.

Phone: 1-800-644-6292 **Email:** grants@bwc.ohio.gov

Section I: Employer Information

Employer name: HURON

Doing business as (DBA) name: N/A

Address: 417 MAIN ST

City: HURON

State: OH

ZIP code: 44839

County: Erie

BWC policy number: 32205102

Federal tax ID number: 346400671

Employer contact name: Kevin McGraw

Title: Fire Chief

Telephone number: (419)433-3544

Email address: fire.chief@huronohio.us

Are you working with a grant writer? Yes No

Grant writer company name:

Grant writer contact name:

Grant writer contact phone:

Grant writer contact email:



Tell us about your business or organization by describing the product or service you provide:

The Huron Fire Department in Huron, Ohio is a combination department that consists of 16 full time members and 35 part time members. Our department provides fire protection and suppression, emergency medical services, public education, prevention, water rescue and recovery and hazardous materials intervention services to almost 11,000 thousand residents within 36 square miles that is located on the southern shore of Lake Erie. Our jurisdiction consists of Huron City and Huron Township. Our department also provides mutual aid to surrounding jurisdictions. The department staffs a 2 Advanced Life Support ambulances and 2 front line fire apparatus depending on the call nature with a minimum of 4-6 dual certified fire/EMS personnel 24 hours a day, 7 days a week.

In 2025, we responded to 2,208 calls for service in which 88% or 1,935 of those calls were EMS based in nature. Of those 1,935 EMS calls, 11 were for sudden cardiac/respiratory arrest where cardiopulmonary resuscitation (CPR) was initiated/performed.



Section II: Baseline

For BWC to objectively evaluate the effectiveness of the Safety Intervention Grant (SIG) program, we will need to gather baseline claim information.

1. Provide the number of employees that will be directly impacted by the proposed intervention: 51
2. List the claim number for each claim of injury by any employee performing tasks in the area of the intervention during the previous 12 months (baseline one-year reporting period). **Important: Whether or not your company experienced any claims in the area of the intervention is not a requirement for participating in the SIG Program.**



Section III: Current Situation and Proposed Intervention

1. Please select an item you would like to purchase.

Chest compression systems

2. Describe the proposed equipment – include what it is and how it works. If applicable, include equipment make and model.

High quality CPR is critical for successful cardiac arrests outcomes. Mechanical devices such as the LUCAS 3, v3.1 Chest Compression System will improve CPR Quality. Due to the movements involved and the possible long durations of providing CPR when transporting a patient in cardiac arrest to the hospital, the Lucas 3 would provide delivery of high quality, continuous chest compressions with less strain, micromanagement and caregiver risk. The LUCAS 3 provides compressions more consistent with the high quality CPR requirements created by the American Heart Association by decreasing the total hands-off time as compared to manual CPR. Additional benefits to having the LUCAS 3, v3.1 Chest Compression System is it will extend our care reach by delivering consistent chest compressions for the duration needed for those patients who don't respond to CPR and defibrillation alone. It will keep our personnel safe by reducing caregiver risk during patient transport by preventing strain to the CPR provider and allowing personnel to be safely and securely seat belted during transport. It will also enhance team efficiency by allowing personnel to focus on other lifesaving interventions and tasks necessary to potentially save a life.

All of the above facts, guidelines and statistics are based on the most current and comprehensive review of resuscitation science, systems, protocols, clinical trials, and education set forth by the American Heart Association (AHA), who is the Nation's largest and oldest organization dedicated to fighting heart diseases. Stryker is the world's leading medical technology company. By graciously awarding our organization the ability to purchase the Stryker LUCAS 3, v3.1 Chest Compression System, our personnel will be able to safely use and quickly, efficiently and effectively deploy this lifesaving piece of equipment everyday in our community in the event one of our citizens or guests suffers from a cardiac arrest episode. This technology will increase patient's survivability outcomes by increasing the perfusion of cardiac and neurological tissue only achieved by high quality, uninterrupted CPR.

3. Provide manufacturer website links, brochure, or video for the proposed equipment.

<https://www.stryker.com/us/en/emergency-care/products/lucas-3.html>

4. How often will the equipment be used by your employees, i.e., daily, weekly, or monthly?

This equipment will be tested every morning during our daily equipment checks and will be utilized any time we encounter a patient in cardiac arrest.



- 5. Provide justification for the quantity of items being requested. When seeking multiple quantities of the same piece of equipment provide detailed reasons why multiple items are needed.**

We currently operate 3 Advanced Life Support Ambulances out of 2 stations. Our minimum daily staffing is 4 personnel. 4 personnel to safely and effectively manage a cardiac arrest event does not give the patient the best outcome. Perfect, uninterrupted CPR via the LUCAS 3 will allow a member to perform other essential lifesaving tasks without getting tired or having a decrease in performance due to long term operations.

- 6. Describe how you will train your employees on the new equipment before they use it.**

The vendor will provide crew members with with the initial training. The Captain in charge of EMS training will review provided documents and training materials to ensure he is able to teach and evaluate usage and performance to ensure it is being used properly.

- 7. Provide your implementation timeline.**

- a. Weeks for expected delivery after ordering: 4**
- b. Weeks for installation after receiving equipment (if applicable): 3**



8. To help us understand how implementing this equipment will impact your employees, we need to understand your current situation.

a. Describe how your employees currently perform the task in the area where the equipment will be used.

The Huron Fire Department averages a daily staffing of 5 personnel with a Chief on duty during business hours throughout the week. As the primary EMS provider for our jurisdiction we respond to all cardiac and respiratory related emergencies. Initially, 2 HFD members will respond to the call and begin treating the patient. If necessary, they will radio back for additional on duty personnel to respond to assist them. If all Fire Department personnel are "tied up" the on duty shift commander will have dispatch "tone out" for off duty members respond to their station for additional coverage. With one member having to drive, 3 -4 members are responsible for performing all necessary ALS related tasks to save someone's life in cardiac arrest. This lends itself to stretching the crew thin and important steps or procedures being delayed causing a negative outcome such as death. When asked to do more than you are capable of, fatigue and stress increase the possibility of personal injury. This would ultimately lead to the delay in performing safe and effective CPR. CPR is a strenuous task that our members perform in various settings and in numerous positions while in someone's home or riding down the road in the back of an ambulance. These tasks involve strenuous and awkward body mechanics/movements that put us at risk for injury. It also creates times when we are unable to perform manual CPR to a patient that needs it.

b. Check the ergonomic, safety, and industrial hygiene hazards employees are currently exposed to performing this task. Please check all of those that apply.

Ergonomic Hazards

- Repetitive Task (similar motions repeated within a short amount of time)
- Awkward Body Positions (reaching, bending, twisting, kneeling, squatting, etc.)
- Lifting or Carrying (estimated weight 300 lbs.)
- Pushing/Pulling
- Other:



Safety Hazards

- Caught/Crushed/Pinched
- Struck By
- Slips/Trips/Falls (to same or different level)
- Cuts/Lacerations/Puncture
- Electrical (shock, fire, static)
- Thermal (burns, fire)
- Other:

Industrial Hygiene Hazards

- Chemical Hazards (dust and particles, reactions, fumes, vapors, mists, etc.)
- Physical Hazards (noise, extreme temperatures, radiation, etc.)
- Biological Hazards (bacteria, viruses, etc.)
- Other:

9. Once the equipment is implemented, describe how it will make the task safer for your employees.

This piece of equipment will improve our performance immediately. Not only will our crews work safer, but the patient will also be receiving the best possible care to possibly save their life.

10. Does this equipment introduce any new safety, ergonomic, and industrial hygiene hazards to your employees? If so, explain how you plan on addressing any additional hazards.

This new equipment will not create any new hazards for our members. Once properly trained and tested on it's usage , they will operate it as professionally required.



Section IV: Budget

Please provide the proposed budget for the project.

Note: You may only use the safety intervention grant to purchase ergonomic, safety or industrial hygiene equipment. **You may not use the safety intervention grant for recouping the cost of any prior or ongoing interventions, or for rented or leased equipment. In addition, you may not use a safety intervention grant to pay for salaries, wages, internal labor, or any costs associated with preparing the application. You must make all grant purchases and implement the intervention equipment within one hundred twenty (120) days after the date on the BWC grant check or the electronic funds transfer.**

Note all itemized expenses associated with the project. Indicate exact costs and do not round figures. All budgets **MUST** have vendor price quotes attached for each individual item. You must subtract all discounts and equipment trade-ins from the project total.

Item	Quantity	Cost	Total
LUCAS 3 CPR System	1	\$21,858.26	\$21,858.26
Subtotal:			\$21,858.26
Freight:			\$316.88
Tax:			\$0.00
<i>Less all discounts and trade-in amounts:</i>			- \$0.00
Total Budget:			\$22,175.14

The grant amount you are requesting is determined by the formula below.

Total amount of project (from table above)	A	\$22,175.14
Total amount supplied by BWC (either \$40,000 or less, or remaining funds in eligibility cycle)	B = A × 0.75	\$16,631.36
Total amount supplied by the employer	A – B	\$5,543.78



You will be required to upload three quotes per intervention or a quote and a sole source letter with justification of the selected intervention.

Sole Source Letter is a document that justifies the selection of a specific supplier/vendor that will provide your intervention needs specifically for this grant program. It is used to explain why a particular supplier/vendor is the only viable option for fulfilling a specific need.

Vendor quotes or sole source: Sole source letter + quote Vendor quotes

Are you selecting the lowest quote? Yes No

If no, please describe the reason for not selecting the lowest quote:

Do you have ownership, partnership or any other affiliation with the vendor of the equipment being purchased? Yes No

If yes, please explain:

Are you planning to finance your portion of the grant project? Yes No If yes, you must provide a copy of the loan agreement with your receipt documentation once you receive the grant funds and make your purchase.

By my signature, I agree to fully comply with the terms and conditions of the program and to use all funds solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious, misleading, or fraudulent statements. I understand if funds are not used, misused, misapplied, or misappropriated, or are used for purchases and/or services not associated with the approved budget and itemized proposal submitted, that I may be subject to civil, criminal, and administrative penalties.

Name of duly authorized representative: Kevin McGraw

Signature of duly authorized representative:

Date: January 15, 2026

Title: Fire Chief

Employer Name: HURON

BWC Policy Number: 32205102



Section V: AGREEMENT between OHIO BUREAU OF WORKERS' COMPENSATION and HURON

Agreement between the Ohio Bureau of Workers' Compensation and Employer

This is an agreement by and between HURON (hereinafter, "Employer"), with its principal place of business located at 417 MAIN ST, HURON, OH 44839, and the State of Ohio, Bureau of Workers' Compensation (hereinafter, "BWC"), having offices at 30 W. Spring St., Columbus, OH 43215-2256, entered into the day, month and year set out below.

Whereas, the administrator of workers' compensation may issue a grant to defray the costs incurred by an employer who elects to participate in the safety intervention grant program, pursuant to Ohio Administrative Code Rule (OAC) 4123-17-56, wherein an employer may receive grant funds for projects which substantially reduce or eliminate the risk of workplace injuries and illnesses.

Therefore, for good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually agree to the following conditions.

Eligibility — Acceptance of Employer into the safety intervention grant program is contingent upon Employer's: (a) submission and approval of an application, (b) demonstrated need for intervention, (c) having active Ohio workers' compensation coverage, and (d) being current with respect to payroll reporting and payments due to any fund administered by BWC as of the date of execution of this agreement and for its duration.

Distribution of Grant Funds — Subject to the conditions precedent in this agreement and subject to available BWC resources, Employer and BWC mutually understand and agree that the total sum of the grant to be issued by BWC shall not exceed a 3-to-1 ratio of the funds contributed by Employer, whether a public or private employer, and that the maximum grant amount shall not exceed \$40,000. Employer must contribute \$13,333.33 in order to receive the maximum grant amount of \$40,000. Employer understands and acknowledges that BWC will not issue a grant matching any expenditures that exceed \$13,333.33. The \$40,000 safety grant is the maximum per eligibility cycle. If Employer has not received the maximum amount of money available through the safety grant program during their eligibility cycle, Employer may reapply and have its application approved to enter into another agreement until Employer has received a total of \$40,000 for that cycle.



Employer Responsibilities — Employer, in consideration of a grant given to it, promises to fully comply with the program requirements as outlined in the Application and Instructions and OAC 4123-17-56, all of which are fully incorporated herein by reference. Employer will be responsible for using the awarded grant in the manner for which it is intended and will be required to provide BWC with documentation. This documentation may include, but is not limited to, original invoices, canceled checks, and periodic reports to confirm that all funds were spent and applied toward the approved intervention. Employer understands that approved safety intervention equipment may not be rented or leased. Employer agrees to allow a BWC representative to conduct risk factor assessments. Further, Employer agrees not to eliminate jobs due to participation in the safety intervention grant program.

All interventions must receive approval prior to purchase to qualify for the grant, and any proposed changes must be agreed to by BWC prior to making the change. Employer agrees to allow BWC to publish safety intervention grant results including, but not limited to, data, videos, specifications, or photos for the purposes of illustrating, educating, and training employers and employees.

Time of Performance — *Employer must make all equipment purchases and implement the approved intervention equipment within one hundred twenty (120) days of BWC issuing the grant check or electronic fund transfer. BWC will consider allowing additional time, up to a maximum of ninety (90) days, upon the request of Employer. However, the extension must be made within the initial one hundred twenty (120) day period, but no earlier than thirty (30) days prior to the end of the period. No later than one hundred twenty (120) days of receipt of the grant award, Employer must provide BWC the following information: (a) itemized expense report, (b) original paid invoices pertaining to all intervention purposes, and (c) copies of all cancelled checks or other documentation to support that all invoices associated with the interventions were paid in full.*

Employer shall provide BWC a one-year case study report which detail the number of affected population and list claim numbers affected by the intervention, if any. The one-year case study is due within 30 days of the reporting period. The one-year case study report is to be completed electronically by Employer. If the one-year case study report is not filed, or if the report is not written as described in the application, Employer shall be liable to repay the full amount of the grant.

Disqualification — If for any reason Employer fails to satisfy one or more of the criteria established in the Application and Instructions, OAC 4123-17-56, and this agreement, including, but not limited to, the requirement of maintaining active coverage, timely payments thereof, and the obligations described in Employer Responsibilities and Time of Performance sections, Employer may be disqualified from the program. ***Disqualification will result in the termination of BWC's obligations under this agreement. BWC reserves the right to recover grant funds by one or more of the following methods: billing Employer for the grant funds received, forwarding Employer's information to the Office of the Attorney General of Ohio for collection, set-off, recoupment, or other administrative, civil, or legal remedy.***



If Employer merges or combines its business after receiving a grant, but before completing the one year of measurement reporting, the BWC Successorship Liability Policy will go into effect. Employer is responsible for notifying the successor employer of the obligations under the safety intervention grant program. The successor employer may be liable to repay any and all previously paid grant funds if these obligations are not met.

Disclaimer — If implemented correctly by the Employer, the goal of the Safety Intervention Grant Program is to substantially reduce or eliminate injury and illness in the workplace and, hence, claims associated with the affected processes. BWC does not guarantee or warrant that implementation of such an intervention will result in a substantial reduction or elimination of injuries or illnesses in the workplace. If awarded, the employer is responsible for creating the necessary processes, training, and ensuring regulatory compliance related to the intervention. The exclusive remedy shall be pursuant to the workers' compensation laws of the appropriate jurisdiction. In no event shall BWC be liable for any damages in contract or in tort.

Ohio elections law — Employer hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13.

Conflicts of interest and ethics compliance certification — Employer affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting Contract. In addition, Employer affirms that a person who is or may become an agent of Employer, not having such interest upon execution of this Contract shall likewise advise the BWC in the event it acquires such interest during the course of this Contract.

Employer agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the Bureau, and agrees to act in accordance with the requirements of such provisions. Employer warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the BWC or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

Non-Discrimination and Equal Employment Opportunity: Employer will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders. The State encourages Employer to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.



Authority – The person signing below for Employer states that he or she is either the owner, chief executive officer, chief financial officer, plant manager or other person having fiduciary responsibilities with Employer; and Employer agrees that the signer or his, or her successor, will have the authority to oversee carrying out Employer's responsibilities for one year after BWC issues the funds. The signer's authority shall continue until Employer notifies BWC of the name of the successor.

By initialing this box, Employer agrees that prior purchases have not been made and will not be made prior to approval. Employer also confirms understanding that all grant approved purchases are to be purchased and implemented within 120 days after the date on the BWC grant check or the date of the electronic fund transfer. Additionally, any changes to the original intervention must receive prior approval by BWC.

KM

By my signature, I agree to fully comply with the terms and conditions of this agreement and the program and to use all funds solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious, misleading, or fraudulent statements. I understand if funds are not used, misused, misapplied, misappropriated, or are used for purchases or services not associated with the approved budget and itemized proposal submitted, that I may be subject to civil, criminal, and administrative penalties.

Modifications: The parties may, in writing and by mutual agreement, amend, modify, supplement or rescind the terms of this agreement.

In witness whereof, the parties hereunto affix their signatures this day of January 15, 2026.

Employer's full legal name: HURON

Federal tax I.D.: 346400671

Title: Fire Chief

Name: Kevin McGraw

**State of Ohio, Bureau of Workers' Compensation
Safety Intervention Grant Program**

Signature:



LUCAS Quote

Quote Number: 11240878

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: CITY OF HURON PUBLIC SAFETY AND FIRE
Attn:

Division: Medical
Rep: Max Jacoby
Email: max.jacoby@stryker.com
Phone Number:

Quote Date: 01/13/2026

Expiration Date: 04/13/2026

Delivery Address

Name: CITY OF HURON PUBLIC SAFETY AND FIRE

Account #: 20127056

Address: 417 MAIN ST

HURON

Ohio 44839-1652

Sold To - Shipping

Name: CITY OF HURON PUBLIC SAFETY AND FIRE

Account #: 20127056

Address: 417 MAIN ST

HURON

Ohio 44839-1652

Bill To Account

Name: CITY OF HURON PUBLIC SAFETY AND FIRE

Account #: 20127056

Address: 417 MAIN ST

HURON

Ohio 44839-1652

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$20,271.12	\$20,271.12
2.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$824.14	\$824.14
3.0	11576-000071	LUCAS External Power Supply	1	\$265.00	\$265.00
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$498.00	\$498.00
Equipment Total:					\$21,858.26

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$316.88
Grand Total:	\$22,175.14



LUCAS Quote

Quote Number: 11240878

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division: Medical

Prepared For: CITY OF HURON PUBLIC SAFETY AND FIRE

Rep: Max Jacoby

Attn:

Email: max.jacoby@stryker.com

Phone Number:

Quote Date: 01/13/2026

Expiration Date: 04/13/2026

Comments:

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Resolution No. 16-2026 (*submitted by Jack Evans*)
DATE: March 10, 2026

Subject Matter/Background

AS SUBMITTED BY JACK EVANS, WATER SUPERINTENDENT:

Council previously awarded the bid for the 2.0 MG Elevated Water Tank Project to Landmark Structures via Resolution No. 42-2025 adopted on May 27, 2025 in the amount of \$8,413,000 (copy of Resolution No. 42-2025 is attached hereto as Exhibit 1). Resolution No. 16-2026 before Council would approve Change Order #1 submitted by Landmark Construction for installation of an interior inspection rail at an additional cost of \$35,000. The interior inspection rail will lower future operational and maintenance cost. This rail is mounted on the interior of the stem, but beneath the bowl, providing a permanent structure for future maintenance work. This improves safety and long-term cost efficiency for future maintenance needs. This was not included in the original design as the tower was designed with upfront construction costs in mind.

Financial Review

Change order #1 falls within the parameters of contingency allowance for the water tower project.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 16-2026 is in order.

[Resolution No. 16-2026 Exh 1 Copy of Res 42-2025 \(adopted 5-27-25\)](#)
[Resolution No. 16-2026 Landmark CO #1 2MG Water Tower \\$35,000.docx](#)
[Resolution No. 16-2026 Exh A Landmark CO #1 Interior Inspection Rail.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 EIGHT MILLION FOUR HUNDRED THIRTEEN THOUSAND AND XX/100 DOLLARS (\$8,413,000.00).

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

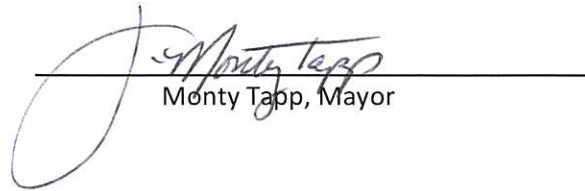
SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to award the bid and enter into an agreement with Landmark Structures for construction services relating to the 2.0 MG Elevated Water Tank Project in the amount of Eight Million Four Hundred Thirteen Thousand and xx/100 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.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

27 MAY 2025





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, written in a professional style.

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.

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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.

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

RESOLUTION NO. 16-2026

Introduced by Tom Harris

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FROM LANDMARK STRUCTURES FOR THE INSTALLATION OF AN INTERIOR INSPECTION RAIL RELATING TO THE 2.0 MG ELEVATED WATER TANK PROJECT IN THE AMOUNT OF THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00).

WHEREAS, Council previously adopted Resolution No. 42-2025 on May 27, 2025, authorizing an Agreement with Landmark Structures for construction services relating to the 2.0 MG Elevated Water Tank Project (the "Project") in the amount of Eight Million Four Hundred Thirteen Thousand Dollars (\$8,413,000.00); and

WHEREAS, it was determined that installation of an interior inspection rail, which was not included in the original design, would be beneficial to provide a permanent structure for future maintenance work; and

WHEREAS, the City and Council believe the changes requested are reasonable and necessary for the successful completion of the project.

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

SECTION 1: That the City Manager be, and he hereby is, authorized to accept Change Order No. 1 in the amount of Thirty-Five Thousand and xx/100 Dollars (\$35,000.00) from Landmark Structures to reflect additional expenses relating to installation of an interior inspection rail relating to the 2.0 MG Elevated Water Tank Project, bringing the aggregate total for this Project to an amount not to exceed Eight Million Four Hundred Forty-Eight Thousand Dollars and xx/100 Dollars (\$8,448.000.00). A copy of Change Order #1 is attached hereto as Exhibit "A."

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.

William Biddlecombe, Vice-Mayor

ATTEST:

Clerk of Council

ADOPTED:

Landmark Structures
 3120 Sabre Dr., Ste. 350
 Southlake, Texas 76092
 Phone: 817 439 8888

Project: 1892 - 1892 Huron OH - 2.0 MG CET
 1608 Sawmill Parkway
 Huron, Ohio 44839

Prime Contract Change Order #001: Interior Inspection Rail

TO:	The City of Huron 417 Main Street Huron, Ohio 44839	FROM:	Landmark Structures 3120 Sabre Dr. Suite 350 Southlake, Texas 76092
DATE CREATED:	2/26/2026	CREATED BY:	Pete McCollow (Landmark Structures)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:			
FIELD CHANGE:	No	CONTRACT FOR:	1:1892 Huron OH - 2.0 MG CET Prime Contract
		TOTAL AMOUNT:	\$35,000.00

DESCRIPTION:
 The owner elected to add an interior inspection rail to the tank pedestal.

ATTACHMENTS:
[RE_1871 Huron OH Potential Change Orders.msg](#)

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Qty	Units	Unit Cost	Subtotal
1		Interior Inspection Rail	1.0	LS	\$35,000.00	\$35,000.00
Grand Total:						\$35,000.00

The original (Contract Sum)	\$8,413,000.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$8,413,000.00
The contract sum would be changed by this Change Order in the amount of	\$35,000.00
The new contract sum including this Change Order will be	\$8,448,000.00
The contract time will not be changed by this Change Order.	

Bennett Norley (Kleinfelder, Inc.)
 5201 Levis Commons Blvd. Suite 5201
 Perrysburg, Ohio 43551

The City of Huron
 417 Main Street
 Huron, Ohio 44839

Landmark Structures
 3120 Sabre Dr. Suite 350
 Southlake, Texas 76092

SIGNATURE _____	DATE _____	SIGNATURE _____	DATE _____	SIGNATURE _____	DATE _____
------------------------	-------------------	------------------------	-------------------	------------------------	-------------------



TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Resolution No. 17-2026 (*submitted by Jack Evans*)
DATE: March 10, 2026

Subject Matter/Background

AS SUBMITTED BY JACK EVANS, WATER SUPERINTENDENT:

Council previously awarded the bid for the 2.0 MG Elevated Water Tank Project to Landmark Structures via Resolution No. 42-2025 adopted on May 27, 2025 in the amount of \$8,413,000 (copy of Resolution No. 42-2025 is attached hereto as Exhibit 1). The prior resolution, Resolution No. 16-2026, approves Change Order #1 submitted by Landmark Construction for installation of an interior inspection rail at an additional cost of \$35,000.

Resolution No. 17-2026 would approve Change Order #2 submitted by Landmark Construction for installation of a cable safety climb. A rail safety climb was included in the original design of the tower, while all other Huron water towers are equipped with cable safety climbs. In order to remain consistent, staff recommends the change from a rail safety climb to a cable safety climb contemplated by Change Order #2 at a cost of \$21,605.

If Council adopts both Resolution Nos. 16-2026 and 17-2026, the aggregate cost of the Project, including Change Orders #1 and #2 would increase to \$8,469,605.

Financial Review

Change order #2 falls within the parameters of contingency allowance for the water tower project.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 17-2026 is in order.

[Resolution No. 17-2025 Exh 1 Copy of Res 42-2025 \(adopted 5-27-25\)](#)

[Resolution No. 17-2026 Landmark CO #2 2MG Water Tower Cable Safety Climb \\$21,605.docx](#)

[Resolution No. 17-2026 Exh A Landmark CO #2 Cable Safety Climb.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 EIGHT MILLION FOUR HUNDRED THIRTEEN THOUSAND AND XX/100 DOLLARS (\$8,413,000.00).

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

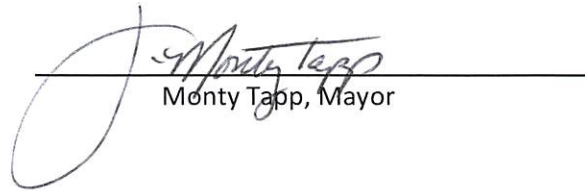
SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to award the bid and enter into an agreement with Landmark Structures for construction services relating to the 2.0 MG Elevated Water Tank Project in the amount of Eight Million Four Hundred Thirteen Thousand and xx/100 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.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

27 MAY 2025





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".

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

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

Ref. No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
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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.

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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.

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AFFIDAVIT OF MECHANIC LIEN/CLAIM AGAINST FUNDS/ATTESTED ACCOUNT

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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.

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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.

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

RESOLUTION NO. 17-2026

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 FROM LANDMARK STRUCTURES FOR THE INSTALLATION OF AN INTERIOR INSPECTION RAIL RELATING TO THE 2.0 MG ELEVATED WATER TANK PROJECT IN THE AMOUNT OF TWENTY-ONE THOUSAND SIX HUNDRED FIVE DOLLARS (\$21,605.00).

WHEREAS, Council previously adopted Resolution No. 42-2025 on May 27, 2025, authorizing an Agreement with Landmark Structures for construction services relating to the 2.0 MG Elevated Water Tank Project (the "Project") in the amount of Eight Million Four Hundred Thirteen Thousand Dollars (\$8,413,000.00); and

WHEREAS, Council previously adopted Resolution No. 16-2026 on March 10, 2026, authorizing Change Order No. 1 from Landmark Structures for installation of an interior inspection rail at a cost of Thirty-Five Thousand Dollars (\$35,000.00), bringing the current aggregate cost of the Project to Eight Million Four Hundred Forty-Eight Thousand Dollars (\$8,448,000.00); and

WHEREAS, the 2.0 MG water tower being constructed as part of the Project was designed with a rail safety climb, while all other Huron water towers are equipped with cable safety climbs. To remain consistent, the City desires to change from the original rail safety climb to a cable safety climb; and

WHEREAS, the City and Council believe the changes requested are reasonable and necessary for the successful completion of the project.

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

SECTION 1: That the City Manager be, and he hereby is, authorized to accept Change Order No. 2 in the amount of Twenty-One Thousand Six Hundred Five and xx/100 Dollars (\$21,605.00) from Landmark Structures to reflect conversion of the rail safety climb to a cable safety climb relating to the 2.0 MG Elevated Water Tank Project, bringing the aggregate total for this Project to an amount not to exceed Eight Million Four Hundred Sixty-Nine Thousand Six Hundred Five and xx/100 Dollars (\$8,469,605.00). A copy of Change Order No. 2 is attached hereto as Exhibit "A."

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.

William Biddlecombe, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

Landmark Structures
 3120 Sabre Dr., Ste. 350
 Southlake, Texas 76092
 Phone: 817 439 8888

Project: 1892 - 1892 Huron OH - 2.0 MG CET
 1608 Sawmill Parkway
 Huron, Ohio 44839

Prime Contract Change Order #002: Cable Safety Climb

TO:	The City of Huron 417 Main Street Huron, Ohio 44839	FROM:	Landmark Structures 3120 Sabre Dr. Suite 350 Southlake, Texas 76092
DATE CREATED:	2/26/2026	CREATED BY:	Pete McCollow (Landmark Structures)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:			
FIELD CHANGE:	No	CONTRACT FOR:	1:1892 Huron OH - 2.0 MG CET Prime Contract
		TOTAL AMOUNT:	\$21,605.00

DESCRIPTION:
 A rigid rail system is specified. The owner has elected to move to a cable system.

ATTACHMENTS:
[RE_1871 Huron OH Potential Change Orders.msg](#)

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Qty	Units	Unit Cost	Subtotal
1		Cable Safety Climb	1.0	LS	\$21,605.00	\$21,605.00
Grand Total:						\$21,605.00

The original (Contract Sum)	\$8,413,000.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$8,413,000.00
The contract sum would be changed by this Change Order in the amount of	\$21,605.00
The new contract sum including this Change Order will be	\$8,434,605.00
The contract time will not be changed by this Change Order.	

Bennett Norley (Kleinfelder, Inc.)
 5201 Levis Commons Blvd. Suite 5201
 Perrysburg, Ohio 43551

The City of Huron
 417 Main Street
 Huron, Ohio 44839

Landmark Structures
 3120 Sabre Dr. Suite 350
 Southlake, Texas 76092

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
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TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Resolution No. 18-2026 (*submitted by Jack Evans*)
DATE: March 10, 2026

Subject Matter/Background

AS SUBMITTED BY JACK EVANS, WATER SUPERINTENDENT:

Resolution No. 18-2026 relates to the proposed purchase of six (6) large water meters ranging from 3" to 6" for replacement of existing meters in the distribution system. These meters include those located at the schools and other large businesses. The existing meters are decades old and must be read manually by water distribution staff. The new meters would allow the City to receive readings through the Neptune software and will improve accuracy.

Financial Review

The requested purchase was included in the approved 2026 budget and appropriations. To ensure compliance with City Policy and Procedures, the matter is before council to request the procurement of 6 large water meters in excess of the \$25,000 spending threshold where council approval is required.

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. 18-2026 is in order.

[Resolution No. 18-2026 NECO Water Purchase of 6 Large Water Meters \\$29,766 \(1\).docx](#)
[Resolution No. 18-2026 Exh A NECO Water Meters Proposal.pdf](#)

RESOLUTION NO. 18-2026

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE SIX (6) LARGE WATER METERS AND RELATED EQUIPMENT FROM NECO WATER FOR AN AMOUNT NOT TO EXCEED TWENTY-NINE THOUSAND SEVEN HUNDRED SIXTY-SIX AND 00/100 DOLLARS (\$29,766.00)

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

SECTION 1. That the Council of the City of Huron authorizes and directs the City Manager to purchase six (6) large water meters and related equipment from NECO Water for an amount not to exceed Twenty-Nine Thousand Seven Hundred Sixty-Six and 00/100 Dollars (\$29,766.00).

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

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

William Biddlecombe, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



QUOTE

NECO Water
 12125 ELLINGTON COURT
 CINCINNATI, OH, 45249

Quote Nbr.: **Q001129**
 Order Date: 12/4/2025
 Valid Until: 3/31/2026
 Sales Person: Eric Ludrowsky
 Customer ID: HUR010
 Reference:
 Payment Terms:
 For: Jack Evans

FOR:
 CITY OF HURON
 417 MAIN STREET
 HURON OH 44839
 United States of America

SHIP TO:
 CITY OF HURON
 500 CLEVELAND ROAD W
 HURON OH 44839
 United States of America

BILL TO:
 CITY OF HURON
 417 MAIN STREET
 HURON OH 44839
 United States of America

NO.	ITEM	QTY.	UOM	PRICE	DISC.	AMOUNT
1	EU3A2F1: 3 FLG 12 LEN ULTRA/MACH R900i RADIO GAL	1.00	EA	3,410.00	0%	3,410.00
2	EU3B2F1: 3 FLG 17 LEN ULTRA/MACH R900I RADIO C/F	1.00	EA	3,484.00	0%	3,484.00
3	60705-301: FLANGE KIT 3 BRZ ELECTRO-	2.00	EA	910.00	0%	1,820.00
4	EU3D2F1: 4 FLG 20 LEN ULTRA/MACH R900I RADIO C/F	2.00	EA	4,487.00	0%	8,974.00
5	60705-401: FLANGE KIT 4 BRZ ELECTRO-	2.00	EA	1,272.00	0%	2,544.00
6	EU3F2F1: 6 FLG 24 LEN ULTRA/MACH R900i RADIO C/F	1.00	EA	7,350.00	0%	7,350.00
7	60705-601: FLANGE KIT 6 BRZ ELECTRO-	1.00	EA	1,964.00	0%	1,964.00
8	13749-300: ANTENNA ASSY 20' CABLE R900 LID MOUNT SLIP-ON	5.00	EA	44.00	0%	220.00

Signature:

Quote Total: 29,766.00
Less Discount: 0.00
Tax Total: 0.00
Total (USD): 29,766.00