



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 24, 2026 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

- I. Call To Order** Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council**
- III. Approval of Minutes**
 - III.a** Minutes of the March 10, 2026 regular Council meeting.
- IV. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- V. Old Business**
 - V.a** Ordinance No. 2026-1 (**second 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).
 - V.b** Ordinance No. 2026-2 (**second reading**) (*submitted by Christine Gibboney*)
An ordinance amending Chapter 901 (Excavations) of the City of Huron Codified Ordinances.
 - V.c** Ordinance No. 2026-3 (**second reading**) (*submitted by Terry Graham*)
An ordinance establishing a video policy for the Huron Police Department.
- VI. New Business**
 - VI.a** Ordinance No. 2026-8 (*submitted by Stuart Hamilton*)
An ordinance ratifying acceptance of six (6) separate Easements to the City of Huron, Ohio d/b/a Huron Public Power, for the transmission, and distribution of electric current including communication facilities upon, over, under and across property within the City of Huron on Sawmill Parkway and Rye Beach Road identified as part of Erie County, Ohio PPNs: 42-00309.000, 42-01952.001, 42-01029.000, 42-02070.001, 42-02069.000 and 42-04054.001, and ratifying recordation of same with the Erie County, Ohio Recorder.
 - VI.b** Resolution No. 19-2026 (*submitted by Stuart Hamilton*)
A resolution accepting the recommendations of the Erie County Tax Incentive Review Council relating to Enterprise Zone Agreements and Community Reinvestment Area Agreements.
 - VI.c** Resolution No. 20-2026 (*submitted by Doug Steinwart*)
A resolution authorizing submission of an appropriations request application to US Senator Bernie Moreno'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.

VI.d Resolution No. 21-2026 *(submitted by Doug Steinwart)*

A resolution ratifying a grant application to Ohio State Senator Theresa Gavarone's 136th General Assembly 2027/28 Capital Budget Community Project relating to the Huron Boat Basin Rehabilitation Project in the amount of \$2,400,000, and authorizing acceptance of the same, should the application be successful.

VI.e Resolution No. 22-2026 *(submitted by Doug Steinwart)*

A resolution ratifying a grant application to Ohio State Representative D. J. Swearingen's 136th General Assembly 2027/28 Capital Budget Community Project relating to the Huron Boat Basin Rehabilitation Project in the amount of \$2,400,000, and authorizing acceptance of the same, should the application be successful.

VI.f Resolution No. 23-2026 *(submitted by Jack Evans)*

A resolution ratifying appropriations request to U.S. Congresswoman Marcy Kaptur - FY27 Interior, Environment Community Project relating to the Huron Municipal Boat Basin Renovation Project in the amount of \$1,875,000; and further authorizing acceptance of said grant in an amount not to exceed \$1,875,000, should the application be successful.

VI.g Resolution No. 24-2026 *(submitted by Jack Evans)*

A resolution ratifying a grant application to Ohio State Senator Theresa Gavarone's 136th General Assembly 2027/28 Capital Budget Community Project relating to the Huron River Raw Water Alternate Intake Project in the amount of \$2,743,000, and authorizing acceptance of the same, should the application be successful.

VI.h Resolution No. 25-2026 *(submitted by Jack Evans)*

A resolution ratifying a grant application to Ohio State Representative D. J. Swearingen's 136th General Assembly 2027/28 Capital Budget Community Project relating to the Huron River Raw Water Alternate Intake Project in the amount of \$2,743,000, and authorizing acceptance of the same, should the application be successful.

VI.i Resolution No. 26-2026 *(submitted by Doug Steinwart)*

A resolution authorizing a Resolution of Cooperation to the Erie MetroParks 2026 Local Park Capital Improvement Grant Program.

VI.j Resolution No. 27-2026 *(submitted by Doug Steinwart)*

A resolution authorizing submission of an application to the Erie MetroParks 2026 Local Park Capital Improvement Grant Program in an amount not to exceed \$9,425, and to authorize acceptance of said grant funds, should the application be successful.

VI.k Resolution No. 28-2026 *(submitted by Jack Evans)*

A resolution authorizing an Ohio Water Supply Revolving Loan Account (WSRLA) Contract Change Order Agreement in the amount of \$56,605 relating to the 2.0 MG Elevated Water Storage Tank Project, as it relates to Change Orders #1 and #2 issued by Landmark Structures, as previously authorized by City Council in Resolution Nos. 16-2026 and 17-2026.

VII. City Manager's Discussion

VIII. Mayor's Discussion

IX. For the Good of the Order

X. Executive Session(s)

XI. Adjournment



TO: Mayor Tapp and City Council
FROM: Christine Gibboney
RE: Ordinance No. 2026-1 (**second reading**) (*submitted by Christine Gibboney*)
DATE: March 24, 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).

There have been no changes to this legislation since its first reading on March 10, 2026.

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.

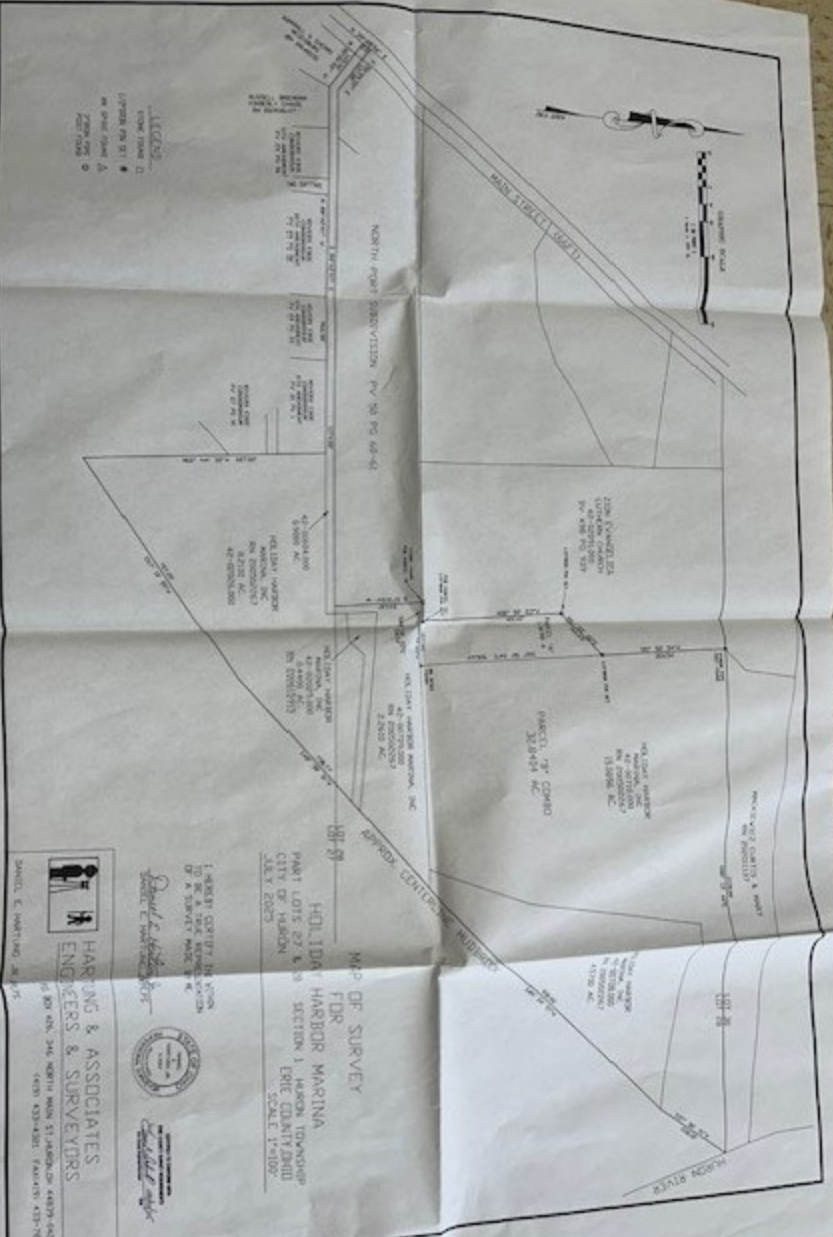
Recommendation

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

THIN LINE CL
 1/8" = 10' (AS SHOWN)
 1/4" = 20' (AS SHOWN)
 1/2" = 40' (AS SHOWN)
 1" = 80' (AS SHOWN)



HARLING & ASSOCIATES
 ENGINEERS & SURVEYORS

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

Robert C. Harling, P.E.
 Robert C. Harling, P.E.



MAP OF SURVEY
 FOR
 HARBOR MARINA
 HARBOR MARINA
 PART LOTS 27 & 28 SECTION 1
 CITY OF HARBOR
 SCALE 1"=100'

1. HARBOR MARINA, INC.
 TO BE A TRACT REPRODUCED
 OF A SURVEY MADE BY
 HARBOR MARINA, INC.

HARBOR MARINA, INC.
 HARBOR MARINA, INC.
 HARBOR MARINA, INC.
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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.

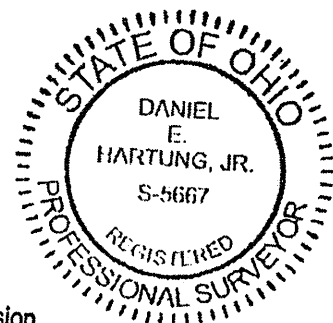
Daniel E. Hartung Jr., PE, PS

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;

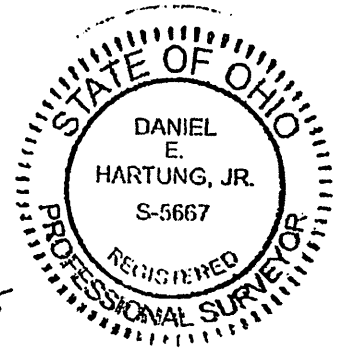
(16) Thence North 01°10'24" West along the East line of said North Port Subdivision, a distance of 244.10 feet to the point of beginning, containing 32.8404 acres, more or less, of which 1.3698 acres are in PP # 42-02091.000 and 0.9000 acre is in PP # 42-01604.000 and 2.2610 acre is in PP # 42-00709.000 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

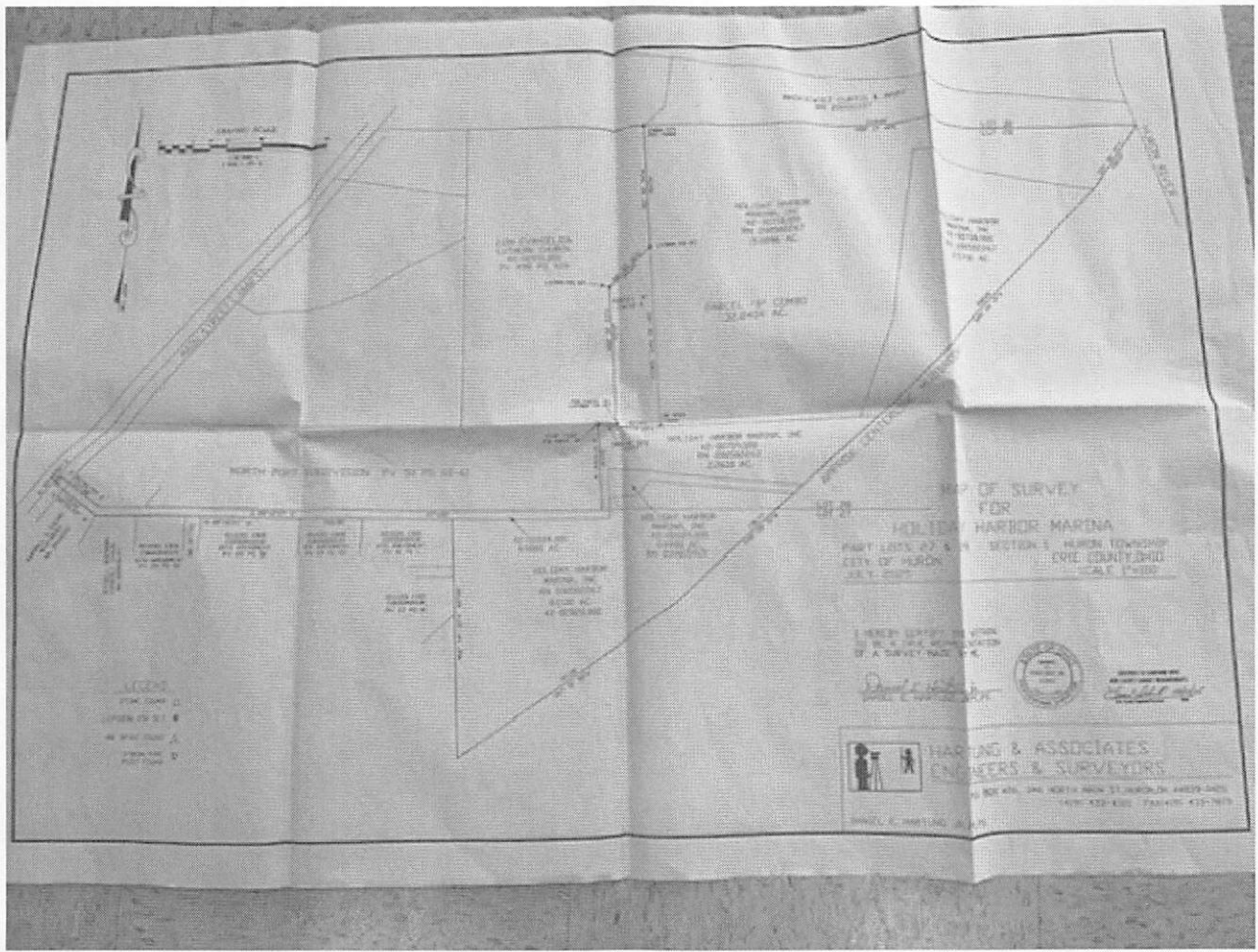
Eric B. Holli 08/01/25
Eric County Engineer/Surveyor Date



Approved by Huron City Planning Commission

Alex Roman
Zoning Inspector

11-20-25
Date



MAP OF SURVEY
 FOR
 HARBOR MARINA
 PART LOTS 10 & 11 SECTION 1 HURON TOWNSHIP
 CITY OF HURON MICHIGAN
 JULY 2007

I HEREBY CERTIFY TO YOU
 THAT THE INFORMATION
 ON THIS SURVEY MAP IS TRUE

David L. Harding
 David L. Harding



David L. Harding
 Surveyor



HARDING & ASSOCIATES
ENGINEERS & SURVEYORS

1000 W. NORTH MAIN ST. HURON, MI 49829-0001
 419.433.4300 FAX 419.433.7400

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

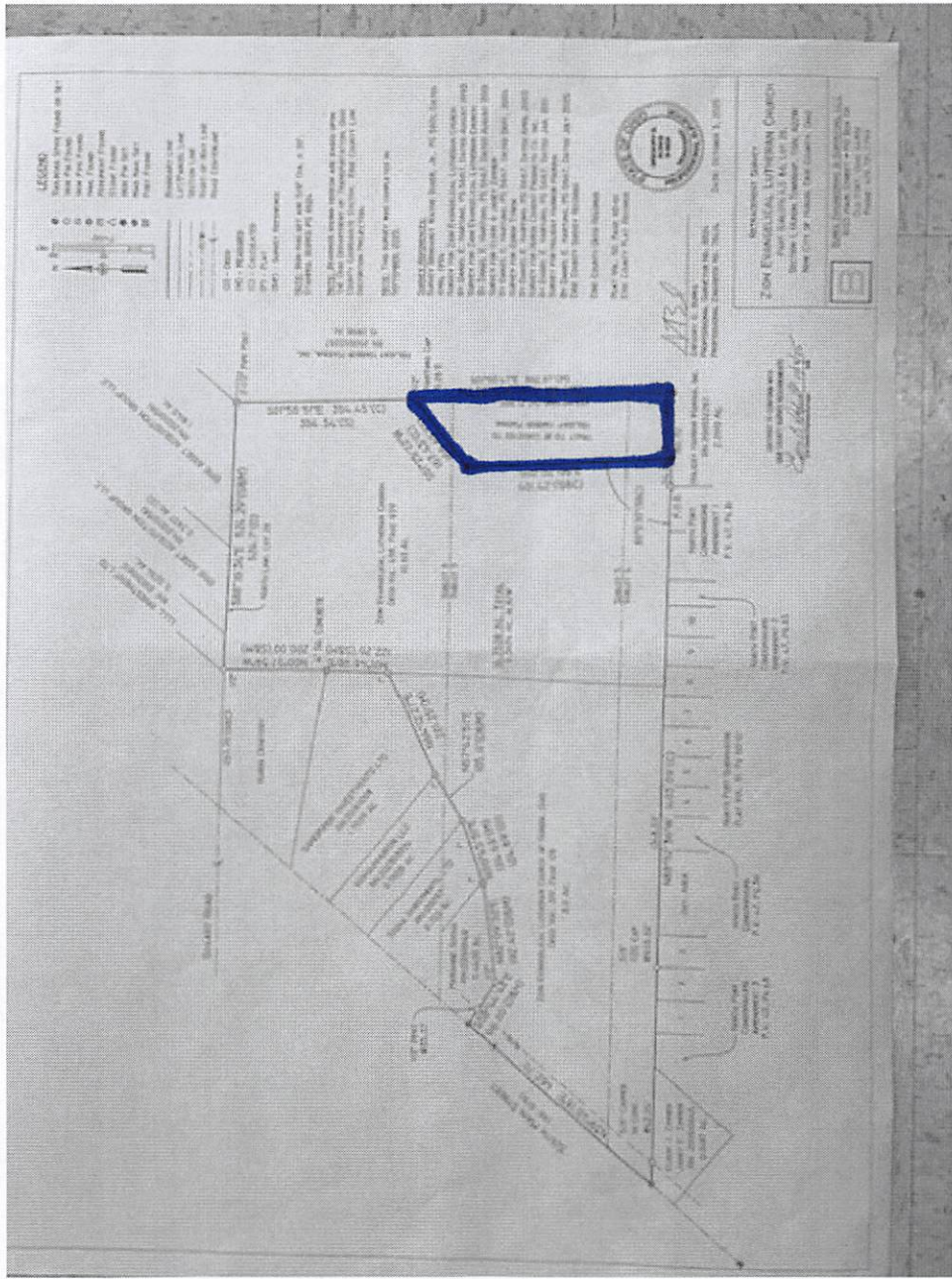
CERTIFIED TO CONFORM WITH
 ERIE COUNTY SURVEY REQUIREMENTS

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

Approved by Huron City Planning Commission

Alexa Roman
 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.

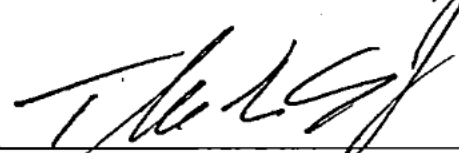
Prior Instrument Reference: Deed Volume 382, Page 494, Deed Volume 387, Page 148, RN200502267, RN 200615915, & RN2025_____, Erie County, Ohio, Official Records

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;

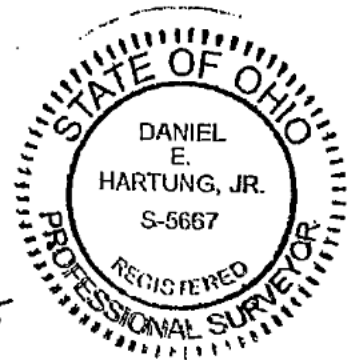
(14) Thence South 50°26'22" East along the South line of said North Port Subdivision, a distance of 137.08 feet to a point;

(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 Roman
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

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.

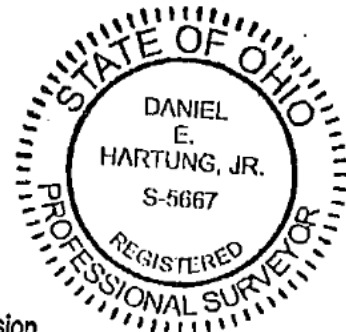
CERTIFIED TO CONFORM WITH
ERIE COUNTY SURVEY REQUIREMENTS

[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

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 (**second reading**) (*submitted by Christine Gibboney*)
DATE: March 24, 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. There have been no changes made to this legislation since its first reading on March 10, 2026. 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 second 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.~~

~~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: Christine Gibboney
RE: Ordinance No. 2026-3 **(second reading)** *(submitted by Terry Graham)*
DATE: March 24, 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.

There have been no changes to this legislation since its first reading on March 10, 2026.

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 second 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: Stuart Hamilton , Service Director
RE: Ordinance No. 2026-8 (*submitted by Stuart Hamilton*)
DATE: March 24, 2026

Subject Matter/Background

As we continue to expand the HPP service area to assist our local businesses with affordable and reliable electric, we are acquiring easements down Sawmill Parkway to enable installation of distribution infrastructure. Sawmill Parkway is extremely congested from a utility point of view, thus forcing us outside of the ROW and into our own easements.

The Easement Agreement ratified by this legislation include:

- Part of Original Lot 28 of Section 2 of Huron Township, known as being Erie County, Ohio Permanent Parcel No. 42-00309.000, conferred by American Freightways Corporation, nka FedEx Freight, Inc. (successor by merger), an Arkansas corporation. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 16, 2026, RN: 202601936 attached to the legislation as Exhibit "A");
- Part of Original Lot 27 of Section 2 of Huron Township and being part of Erie County Permanent Parcel No. 42-01952.001, conferred by Nice Barn LLC, an Ohio limited liability company. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 16, 2026, RN: 202601935 attached to the legislation as Exhibit "B";
- Part of Original Lots 28 and 32 of Huron Township, known as being Erie County, Ohio Permanent Parcel No. 42-01029.000, conferred by Huron Outdoor, aka Huron Outdoor Shop (a division of Bob's Diversified Corp., an Ohio corporation. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 16, 2026, RN: 202601934 attached to the legislation as Exhibit "C";
- Part of Original Lot 28 of Section 2 of Huron Township, known as being Erie County, Ohio Permanent Parcel No. 42-02070.001, conferred by Kevin P. Fahey. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 16, 2026 RN: 202601937 attached to the legislation as Exhibit "D");
- Part of Original Lot 28 of Huron Township, known as being Erie County, Ohio Permanent Parcel No. 42-02069.000, conferred by Bradley J. Francis. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 4, 2024, RN: 202401453 attached to the legislation as Exhibit "E"); and
- Part of Original Lot 31 of Huron Township, known as being Erie County, Ohio Permanent Parcel No. 42-04054.001, conferred by 5 Crooks LLC, an Ohio limited liability company. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 4, 2024, RN: 202401454 attached to the legislation as Exhibit "F").

Financial Review

Any costs incurred as part of these easements will be accounted for in Electric Operating Fund.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No 2026-8 as an emergency measure is in order.

[Ordinance No. 2026-8 HPP ElectricTransmission Easements x6 Sawmill Parkway.docx](#)

[Ordinance No. 2026-8 Exhibits A-F.pdf](#)

ORDINANCE NO. 2026-8

Introduced by Tom Harris

AN ORDINANCE RATIFYING ACCEPTANCE OF SIX (6) SEPARATE EASEMENTS TO THE CITY OF HURON, OHIO D/B/A HURON PUBLIC POWER, FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC CURRENT INCLUDING COMMUNICATION FACILITIES UPON, OVER, UNDER AND ACROSS PROPERTY WITHIN THE CITY OF HURON IDENTIFIED AS: (1) PART OF ORIGINAL LOT 28 OF SECTION 2 OF HURON TOWNSHIP AND BEING PART OF ERIE COUNTY PPN: 42-00309.000; (2) PART OF ORIGINAL LOT 27 OF SECTION 2 OF HURON TOWNSHIP AND BEING PART OF ERIE COUNTY PPN: 42-01952.001; (3) PART OF ORIGINAL LOTS 28 AND 32 OF HURON TOWNSHIP BEING PART OF ERIE COUNTY PPN: 42-01029.000; (4) PART OF ORIGINAL LOT 28 OF SECTION 2 OF HURON TOWNSHIP AND BEING PART OF ERIE COUNTY PPN: 42-02070.001; (5) PART OF ORIGINAL LOT 28 OF HURON TOWNSHIP BEING PART OF ERIE COUNTY PPN: 42-02069.000; AND (6) PART OF ORIGINAL OT 31 OF HURON TOWNSHIP BEING PART OF ERIE COUNTY PPN: 42-04054.001; AND FURTHER RATIFYING THE RECORDATION OF SAID EASEMENTS WITH THE ERIE COUNTY, OHIO RECORDER ON MARCH 4, 2024, AND ON MARCH 16, 2026; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCL OF THE CITY OF HURON, OHIO:

SECTION 1. That Council hereby ratifies acceptance of six (6) separate Easement Agreements conferred to the City of Huron d/b/a Huron Public Power relating to the following parcels of real property situated in the City of Huron, Ohio for the transmission and distribution of electric current including communication facilities upon, over, under and across the following properties (hereinafter, collectively “the Easements”):

- A. Part of Original Lot 28 of Section 2 of Huron Township, known as being Erie County, Ohio Permanent Parcel No. 42-00309.000, conferred by American Freightways Corporation, nka FedEx Freight, Inc. (successor by merger), an Arkansas corporation. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 16, 2026, RN: 202601936 attached hereto as Exhibit “A”);
- B. Part of Original Lot 27 of Section 2 of Huron Township and being part of Erie County Permanent Parcel No. 42-01952.001, conferred by Nice Barn LLC, an Ohio limited liability company. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 16, 2026, RN: 202601935 attached hereto as Exhibit “B”);
- C. Part of Original Lots 28 and 32 of Huron Township, known as being Erie County, Ohio Permanent Parcel No. 42-01029.000, conferred by Huron Outdoor, aka Huron Outdoor Shop (a division of Bob’s Diversified Corp., an Ohio corporation. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 16, 2026, RN: 202601934 attached hereto as Exhibit “C”);
- D. Part of Original Lot 28 of Section 2 of Huron Township, known as being Erie County, Ohio Permanent Parcel No. 42-02070.001, conferred by Kevin P. Fahey. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 16, 2026 RN: 202601937 attached hereto as Exhibit “D”);

- E. Part of Original Lot 28 of Huron Township, known as being Erie County, Ohio Permanent Parcel No. 42-02069.000, conferred by Bradley J. Francis. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 4, 2024, RN: 202401453 attached hereto as Exhibit “E”); and
- F. Part of Original Lot 31 of Huron Township, known as being Erie County, Ohio Permanent Parcel No. 42-04054.001, conferred by 5 Crooks LLC, an Ohio limited liability company. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 4, 2024, RN: 202401454 attached hereto as Exhibit “F”).

SECTION 2. That the recordation of said Easements with the Erie County, Ohio Recorder is hereby ratified.

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 is necessary to make immediate provision for ratification of prior acts of Council. 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: _____

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: \$	
Date: 3-16-2026	By: [Signature]

Per Order 19-203
Erie County Auditor Engineer
3-16-2026
Date
Richard H. Jeffrey

EASEMENT AGREEMENT
(Permanent Electrical Transmission Easement [10 feet])

KNOW ALL MEN BY THESE PRESENTS:

That American Freightways Corporation, nka FedEx Freight, Inc. (successor by merger), an Arkansas corporation, (who with its heirs, legal and estate representatives, successors, and assigns are hereinafter referred to as the "Grantor"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey unto the City of Huron *d/b/a* Huron Public Power, an Ohio municipal corporation (which with its successors and assigns is hereinafter referred to as the "Grantee"), a perpetual non-exclusive easement and right of way as described below for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fibre, and all other electric medium, upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio, and being more definitely described as follows (the "Easement"):

- (a) A perpetual, nonexclusive easement and right of way upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio as described on Exhibit A, (attached hereto and made a part hereof), and which is depicted on Exhibit 1 (attached hereto and made a part hereof), for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fibre, and all other electric medium:
- (b) The improvements and infrastructure of Grantee shall be located on Grantors' premises at locations depicted on Exhibit A and Exhibit 1; and
- (c) The rights herein granted Grantee shall include the right to extend said right-of-way, distribution facilities, and easement to such other area or areas as may be mutually agreed upon in writing by Grantee and Grantor, if at all.

(d) The Easement includes the right to enter upon said lands and install, maintain, repair, replace, test, inspect, improve, erect, operate, and permanently maintain and remove conduit and related lines for the distribution of electric current thereon including all usual and customary fixtures and equipment required for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium and the right to trim, cut, remove, or control by any other means, any and all trees, shrubbery or other vegetation that may interfere with or endanger the safe and efficient operation of the conduit and related lines.

This Easement and the grants, obligations, and other provisions of this instrument shall constitute covenants running with the land and be binding upon and for the benefit of the Grantor and Grantee and their respective heirs, legal and estate representatives, successors, and assigns.

By acceptance of the aforesaid easement, Grantee, on behalf of itself and its successors and assigns, agrees that if the surface areas of the land granted under the Easement is damaged by Grantee or any of its agents, licensees, or contractors, then Grantee shall repair such damage and restore the surface of such damaged surface areas of the land granted under the Easements to the extent reasonably possible to the previous condition at Grantee's sole cost and expense.

The Easement herein granted shall not impose upon Grantee any obligation to exercise the rights granted by such Easement.

And Grantor do for themselves and their heirs, legal and estate representatives, successors and assigns, covenant that they are well-seized of the land described herein as a good and indefeasible estate in fee simple, and have good right to grant the Easement, and that said land is free from all liens and encumbrances whatsoever, except for real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable, and easements, restrictions and all other encumbrances existing of record that will not interfere with the Easement, and that Grantor will warrant and defend the Easement, rights, and privileges herein granted to Grantee, its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns, forever.

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTOR:

AMERICAN FREIGHTWAYS
CORPORATION,
nka FEDEX FREIGHT, INC.
(successor by merger),

By: *[Signature]*
Trina Murphy

Its: MD- Real Estate, Design & Construction

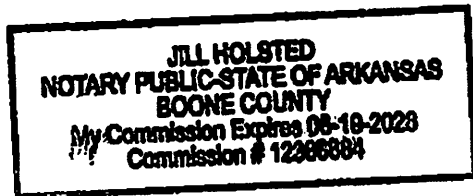
FEDEX LEGAL APPROVAL

J.N.M. 2/19/2026

Arkansas
STATE OF ~~OHIO~~)
Boone) SS:
COUNTY OF ~~ERIE~~)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Trina Murphy, MD-RES of American Freightways Corporation, nka FedEx Freight, Inc., an Arkansas corporation (successor by merger), who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 19 day of February, 2026.



[Signature]
Notary Public

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTEE:

CITY OF HURON

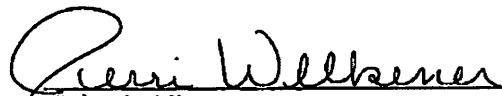


Stuart Hamilton, City Manager

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Stuart Hamilton, in his capacity as City Manager of the City of Huron, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 4th day of March, 2026.



Notary Public



TERRI S WELKENER
Notary Public
State of Ohio
My Comm. Expires
July 30, 2029

Prepared by:
Todd A. Schrader, Law Director
City of Huron
417 Main St.
Huron, OH 44839
(419) 433-5000



December 15, 2022
 Project No. 3002-17-0160
 Erie County, Ohio

Exhibit A- 10' Utility Easement

Situated in the State of Ohio, County of Erie, and City of Huron, being part of Original Lots 28 of Section 2 of Huron Township, and being part of PN 42-00309.000, a 6.8677 acre tract of land in the name of AMERICAN FREIGHTWAYS CORPORATION, as described in Document No. 200010359, all records referenced herein are on file at the Recorder's Office, Erie County, Ohio and being more particularly described as follows:

Commencing at a point in the northerly Right of Way line of Sawmill Parkway (50' R/W) and being the southeasterly corner of PN 42-01029.000, a 2.8412 acre tract of land in the name of Huron Outdoor as described in Document No. 201502047, thence North $52^{\circ}39'24''$ East, along the southeasterly line of said Huron Outdoor land, a distance of 10.69 feet to a point, being the TRUE PLACE OF BEGINNING for the tract of land herein described;

- Course No. 1 Thence North $52^{\circ}39'24''$ East, along said southeasterly line, a distance of 10.69 feet to a point;
- Course No. 2 Thence South $58^{\circ}00'56''$ East, through said American Freightways Corporation land and parallel to the northerly Right of Way line of said Sawmill Parkway, a distance of 538.04 feet to a point in the northwesterly line of PN 42-01997.000, a 3.4662 acre tract of land in the name of Stankic Enterprises LLC as described in Document No. 200706459;
- Course No. 3 Thence South $31^{\circ}59'00''$ West, along said northwesterly line, a distance of 10.00 feet to a point in the northerly line of an existing utility easement as described in Volume 464 Page 226;
- Course No. 4 Thence North $58^{\circ}00'56''$ West, along the northerly line of said utility easement and parallel to the northerly Right of Way line of said Sawmill Parkway, a distance of 541.82 feet to the TRUE PLACE OF BEGINNING, containing 0.1240 acres of land, more or less, as surveyed, calculated, and described on December 15, 2022, by Branden V. Battig P.S. 8708, subject to all legal highways, leases, and restrictions of record.

The bearings herein are based upon NAD83 State Plane Coordinates, Ohio North Zone, as established in July 2018 in a survey by OHM Advisors.

The above described area includes 0.1240 acres within the Erie County Auditor's Parcel Number 42-00309.000, and the present road occupies 0.0000 acres.

I hereby certify this description was created by using measurements from an actual field survey performed in July 2018 under my direct supervision.



 Branden V. Battig, P.S.
 Registered Surveyor No. S-8708

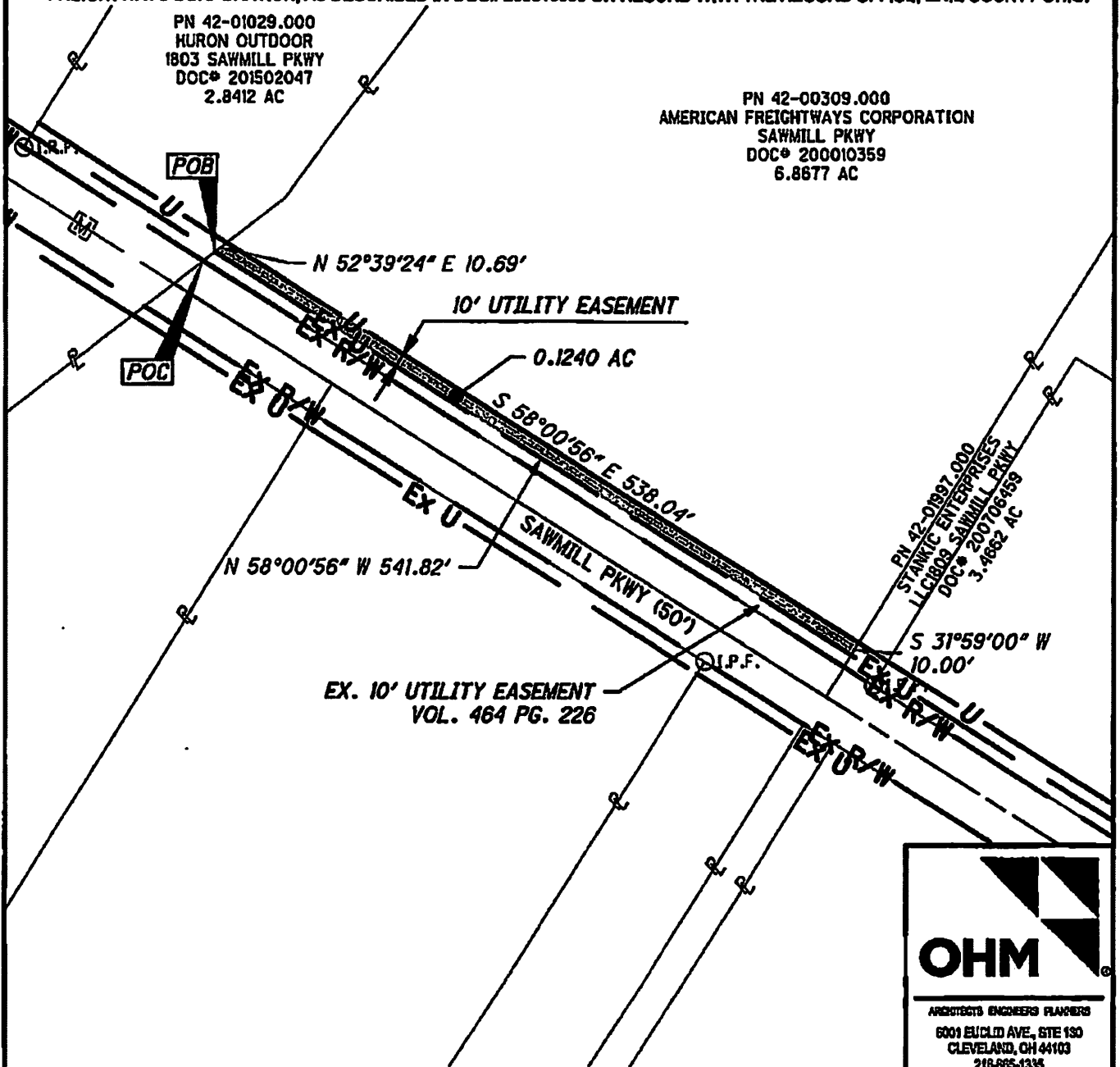
EXHIBIT 1

10' UTILITY EASEMENT

SITUATED IN STATE OF OHIO, COUNTY OF ERIE, CITY OF HURON BEING A PART OF ORIGINAL LOTS 27, 28, 32, & 33, SECTION 2 HURON TOWNSHIP AND BEING PART OF PN 42-00309.000, A 6.8677 ACRE TRACT OF LAND IN THE NAME OF AMERICAN FREIGHTWAYS CORPORATION, AS DESCRIBED IN DOC# 200010359 ON RECORD WITH THE RECORD OFFICE, ERIE COUNTY OHIO.

PN 42-01029.000
 HURON OUTDOOR
 1903 SAWMILL PKWY
 DOC# 201502047
 2.8412 AC

PN 42-00309.000
 AMERICAN FREIGHTWAYS CORPORATION
 SAWMILL PKWY
 DOC# 200010359
 6.8677 AC



EX. 10' UTILITY EASEMENT
 VOL. 464 PG. 226

PN 42-0897.000
 STANIKC ENTERPRISES
 LLC/802 SAWMILL PKWY
 DOC# 200706459
 3.4662 AC

LEGEND:

- EX R/W EX RIGHT OF WAY
- EX U EX UTILITY EASEMENT
- PROP EASEMENT
- PROPERTY LINE
- CENTERLINE OF R/W



ARCHITECTS ENGINEERS PLANNERS	
6001 EUCLID AVE., STE 130 CLEVELAND, OH 44103 216-865-1335 CRM-ADVISORS.COM	
DESIGNER	
BS	
REVIEWER	
RMK 12-15-22	
PROJECT ID	
3002170160	

Transferred
 In Compliance with sections
 319-202 and 322-02 of the
 Ohio Revised Code.

FEE \$ _____

Exempt:

R.E. TRANSFER:
 \$ _____

Richard H. Jeffrey
 Erie County Auditor

Trans. Fees: \$ _____

Date: 3/16/2026

192703
 Erie County Auditor, Engineer
 Date: 3/16/2026
 Richard H. Jeffrey

EASEMENT AGREEMENT
(Permanent Electrical Transmission Easement [10 feet])

KNOW ALL MEN BY THESE PRESENTS:

That Nice Barn LLC, an Ohio limited liability company, (who with its heirs, legal and estate representatives, successors, and assigns are hereinafter referred to as the "Grantor"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey unto the City of Huron d/b/a Huron Public Power, an Ohio municipal corporation (which with its successors and assigns is hereinafter referred to as the "Grantee"), a perpetual non-exclusive easement and right of way as described below for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium, upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio, and being more definitely described as follows (the "Easement"):

- (a) A perpetual, nonexclusive easement and right of way upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio as described on Exhibit A, (attached hereto and made a part hereof), and which is depicted on Exhibit 1 (attached hereto and made a part hereof), for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium:
- (b) The improvements and infrastructure of Grantee shall be located on Grantors' premises at locations depicted on Exhibit A and Exhibit 1; and
- (c) The rights herein granted Grantee shall include the right to extend said right-of-way, distribution facilities, and easement to such other area or areas as may be mutually agreed upon in writing by Grantee and Grantor, if at all.

(d) The Easement includes the right to enter upon said lands and install, maintain, repair, replace, test, inspect, improve, erect, operate, and permanently maintain and remove conduit and related lines for the distribution of electric current thereon including all usual and customary fixtures and equipment required for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium and the right to trim, cut, remove, or control by any other means, any and all trees, shrubbery or other vegetation that may interfere with or endanger the safe and efficient operation of the conduit and related lines.

This Easement and the grants, obligations, and other provisions of this instrument shall constitute covenants running with the land and be binding upon and for the benefit of the Grantor and Grantee and their respective heirs, legal and estate representatives, successors, and assigns.

By acceptance of the aforesaid easement, Grantee, on behalf of itself and its successors and assigns, agrees that if the surface areas of the land granted under the Easement is damaged by Grantee or any of its agents, licensees, or contractors, then Grantee shall repair such damage and restore the surface of such damaged surface areas of the land granted under the Easements to the extent reasonably possible to the previous condition at Grantee's sole cost and expense.

The Easement herein granted shall not impose upon Grantee any obligation to exercise the rights granted by such Easement.

And Grantor do for themselves and their heirs, legal and estate representatives, successors and assigns, covenant that they are well-seized of the land described herein as a good and indefeasible estate in fee simple, and have good right to grant the Easement, and that said land is free from all liens and encumbrances whatsoever, except for real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable, and easements, restrictions and all other encumbrances existing of record that will not interfere with the Easement, and that Grantor will warrant and defend the Easement, rights, and privileges herein granted to Grantee, its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.


TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns, forever.

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTOR:

NICE BARN LLC

By:


Kenneth Parschauer

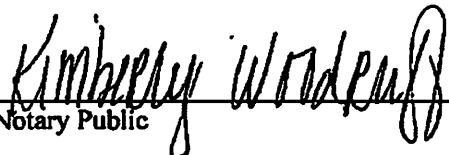
Its:

OWNER

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Nice Barn LLC, by Kenneth Parschauer, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 2 day of March, 2026.


Notary Public

Kimberly Woodruff
Notary Public, State of Ohio
My Commission Expires 1-31-28

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTEE:

CITY OF HURON




Stuart Hamilton, City Manager

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Stuart Hamilton, in his capacity as City Manager of the City of Huron, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 3rd day of March, 2026.



Notary Public



TERRI S WELKENER
Notary Public
State of Ohio
My Comm. Expires
July 30, 2029

Prepared by:
Todd A. Schrader, Law Director
City of Huron
417 Main St.
Huron, OH 44839
(419) 433-5000

December 15, 2022
 Project No. 3002-17-0160
 Erie County, Ohio

Exhibit A - 10' Utility Easement

Situated in the State of Ohio, County of Erie, and City of Huron, being part of Original Lot 27 of Section 2 of Huron Township, and being part of PN 42-01952.001, a 2.3181 acre tract of land in the name of NICE BARN LLC, as described in Document No. 201101507, all records referenced herein are on file at the Recorder's Office, Erie County, Ohio and being more particularly described as follows:

Commencing at a point in the northerly Right of Way line of Sawmill Parkway (50' R/W), being the southeasterly corner of PN 42-01952.003, a 0.9583 acre tract of land in the name of Alberta A. Sentzel and Christine M. Jachym-Sentzel as described in Document No. 202104390, thence North 31°59'04" East, along the southeasterly line of said 0.9583 acre tract, a distance of 10.00 feet to a point in the northerly line of an existing utility easement as described Volume 488, Page 126 and being the TRUE PLACE OF BEGINNING for the tract of land herein described;

- Course No. 1 Thence North 31°59'04" East, along said southeasterly line, a distance of 10.00 feet to a point;
- Course No. 2 Thence South 58°00'56" East, through said Nice Barn LLC land and parallel to said northerly Right of Way line, a distance of 170.01 feet to a point in the northwesterly line of PN 42-02021.000, a 69.771 acre tract of land in the name of Ardagh Metal Beverage USA Inc as described in Document No. 202011407;
- Course No. 3 Thence South 31°59'04" West, along said northwesterly line, a distance of 10.00 feet to a point in the northerly line of said utility easement;
- Course No. 4 Thence North 58°00'56" West, along said northerly easement line and parallel to said northerly Right of Way line, a distance of 170.01 feet to the TRUE PLACE OF BEGINNING, containing 0.0390 acres of land, more or less, as surveyed, calculated, and described on December 15, 2022, by Branden V. Battig P.S. 8708, subject to all legal highways, leases, and restrictions of record.

The bearings herein are based upon NAD83 State Plane Coordinates, Ohio North Zone, as established in July 2018 in a survey by OHM Advisors.

The above described area includes 0.0390 acres within the Erie County Auditor's Parcel Number 42-01952.001, and the present road occupies 0.0000 acres.

I hereby certify this description was created by using measurements from an actual field survey performed in July 2018 under my direct supervision. A plat of this survey is attached hereto and made a part thereof.



Branden V. Battig, P.S.
 Registered Surveyor No. S-8708

EXHIBIT 1

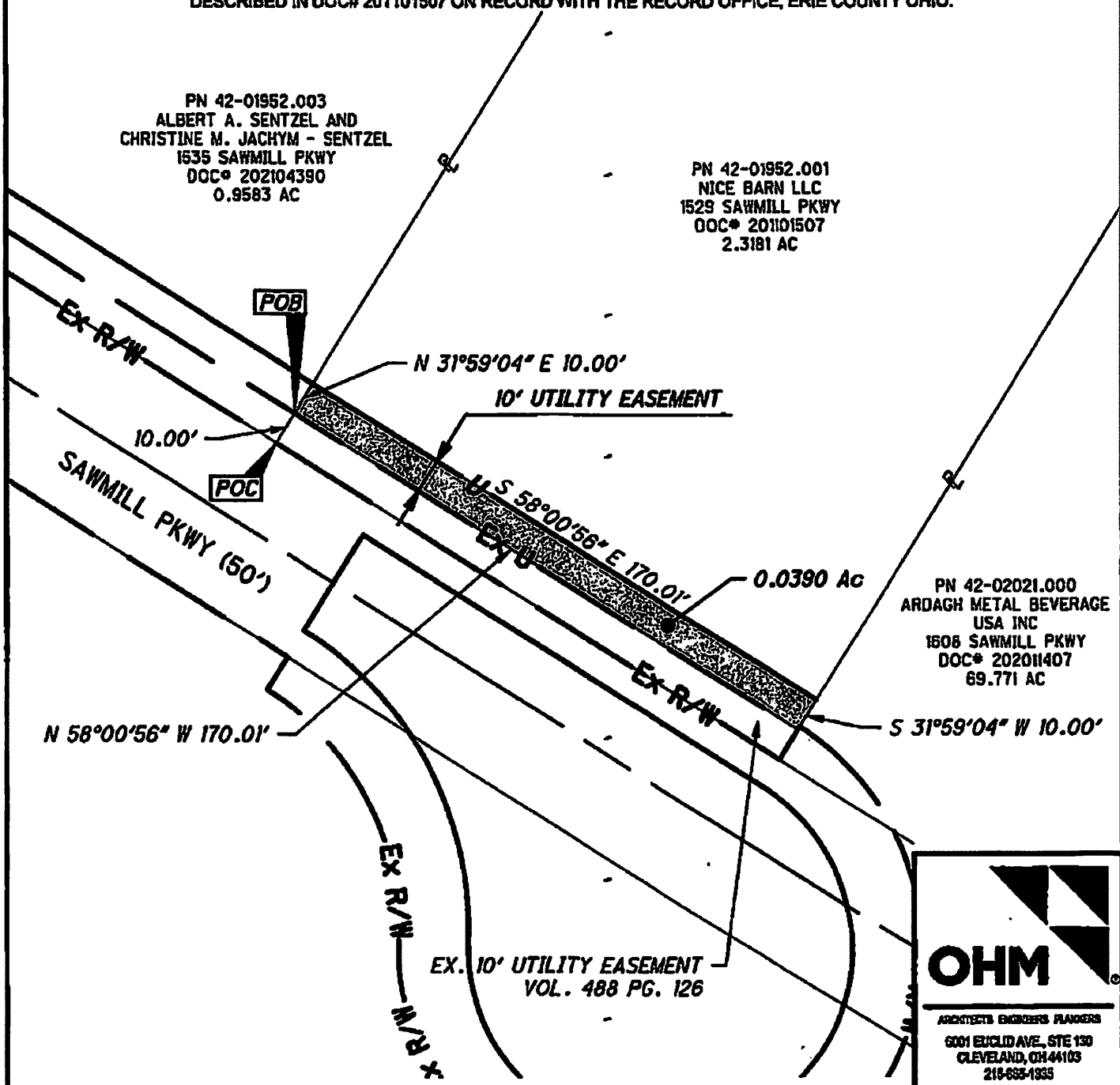
10' UTILITY EASEMENT

SITUATED IN STATE OF OHIO, COUNTY OF ERIE, CITY OF HURON BEING A PART OF ORIGINAL LOT 27, SECTION 2 HURON TOWNSHIP AND BEING PART OF PN 42-01952.001, A 2.3181 ACRE TRACT OF LAND IN THE NAME OF NICE BARN LLC, AS DESCRIBED IN DOC# 201101507 ON RECORD WITH THE RECORD OFFICE, ERIE COUNTY OHIO.

PN 42-01952.003
ALBERT A. SENTZEL AND
CHRISTINE M. JACHYM - SENTZEL
1535 SAWMILL PKWY
DOC# 202104390
0.9583 AC

PN 42-01952.001
NICE BARN LLC
1529 SAWMILL PKWY
DOC# 201101507
2.3181 AC

PN 42-02021.000
ARDAGH METAL BEVERAGE
USA INC
1508 SAWMILL PKWY
DOC# 202011407
69.771 AC



LEGEND:

- Ex R/W EX RIGHT OF WAY
- Ex U EX UTILITY EASEMENT
- U PROP EASEMENT
- PROPERTY LINE
- CENTERLINE OF R/W



OHM

ARCHITECTS ENGINEERS PLANNERS

6001 EUCLID AVE., STE 130
CLEVELAND, OH 44103
216-683-1333
OHM-ADVISORS.COM

DESIGNER

BS

REVIEWER

RMK 12-15-22

PROJECT ID

3002170160

Transferred
 In Compliance with sections
 319-202 and 322-02 of the
 Ohio Revised Code.

FEE \$ _____
 Exempt:

R.E. TRANSFER:
 \$ _____

Richard H. Jeffrey,
 Erie County Auditor

Trans. Fees: \$ _____
 Date: 3-16-2026 By: [Signature]

3-16-2026
 Erie County Auditor
 Richard H. Jeffrey

EASEMENT AGREEMENT
(Permanent Electrical Transmission Easement [10 feet])

KNOW ALL MEN BY THESE PRESENTS:

That Huron Outdoor, aka Huron Outdoor Shop (a division of Bob's Diversified Corp.), an Ohio corporation, (who with its heirs, legal and estate representatives, successors, and assigns are hereinafter referred to as the "Grantor"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey unto the City of Huron d/b/a Huron Public Power, an Ohio municipal corporation (which with its successors and assigns is hereinafter referred to as the "Grantee"), a perpetual non-exclusive easement and right of way as described below for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fibre, and all other electric medium, upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio, and being more definitely described as follows (the "Easement"):

- (a) A perpetual, nonexclusive easement and right of way upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio as described on **Exhibit A**, (attached hereto and made a part hereof), and which is depicted on **Exhibit 1** (attached hereto and made a part hereof), for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fibre, and all other electric medium:
- (b) The improvements and infrastructure of Grantee shall be located on Grantors' premises at locations depicted on **Exhibit A and Exhibit 1**; and
- (c) The rights herein granted Grantee shall include the right to extend said right-of-way, distribution facilities, and easement to such other area or areas as may be mutually agreed upon in writing by Grantee and Grantor, if at all.

(d) The Easement includes the right to enter upon said lands and install, maintain, repair, replace, test, inspect, improve, erect, operate, and permanently maintain and remove conduit and related lines for the distribution of electric current thereon including all usual and customary fixtures and equipment required for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium and the right to trim, cut, remove, or control by any other means, any and all trees, shrubbery or other vegetation that may interfere with or endanger the safe and efficient operation of the conduit and related lines.

This Easement and the grants, obligations, and other provisions of this instrument shall constitute covenants running with the land and be binding upon and for the benefit of the Grantor and Grantee and their respective heirs, legal and estate representatives, successors, and assigns.

By acceptance of the aforesaid easement, Grantee, on behalf of itself and its successors and assigns, agrees that if the surface areas of the land granted under the Easement is damaged by Grantee or any of its agents, licensees, or contractors, then Grantee shall repair such damage and restore the surface of such damaged surface areas of the land granted under the Easements to the extent reasonably possible to the previous condition at Grantee's sole cost and expense.

The Easement herein granted shall not impose upon Grantee any obligation to exercise the rights granted by such Easement.

And Grantor do for themselves and their heirs, legal and estate representatives, successors and assigns, covenant that they are well-seized of the land described herein as a good and indefeasible estate in fee simple, and have good right to grant the Easement, and that said land is free from all liens and encumbrances whatsoever, except for real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable, and easements, restrictions and all other encumbrances existing of record that will not interfere with the Easement, and that Grantor will warrant and defend the Easement, rights, and privileges herein granted to Grantee, its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns, forever.

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTOR:

[Signature]

HURON OUTDOOR,
aka HURON OUTDOOR SHOP
(a division of BOB'S DIVERSIFIED CORP.,
an Ohio corporation)

By: [Signature]
Robert Klaiber

Its: VICE-PRESIDENT

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Robert Klaiber, V-President of Huron Outdoor aka Huron Outdoor Shop (a division of Bob's Diversified Corp., an Ohio corporation), who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 28 day of Feb, 2026.

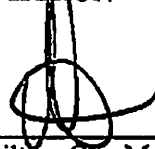


JAMES KLAIBER
Notary Public, State of Ohio
Commission No. 2017-R-10756
My Commission Expires
April 30, 2027

[Signature]
Notary Public

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTEE:
CITY OF HURON




Stuart Hamilton, City Manager

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Stuart Hamilton, in his capacity as City Manager of the City of Huron, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 3rd day of March, 2026.



Notary Public



TERRI S WELKENER
Notary Public
State of Ohio
My Comm. Expires
July 30, 2029

Prepared by:
Todd A. Schwader, Law Director
City of Huron
417 Main St.
Huron, OH 44839
(419) 433-5000

December 15, 2022
 Project No. 3002-17-0160
 Erie County, Ohio

Exhibit 4 – 10' Utility Easement

Situated in the State of Ohio, County of Erie, and City of Huron, being part of Original Lot 28 and 32 of Huron Township, and being part of PN 42-01029.000, a 2.8412 acre tract of land in the name of HURON OUTDOOR, as described in Document No. 201502047, all records referenced herein are on file at the Recorder's Office, Erie County, Ohio and being more particularly described as follows:

Commencing at an iron pin found in the northerly Right of Way line of Sawmill Parkway (50' R/W) at the southeasterly corner of PN 42-01416.001, a 1.1632 acre tract of land in the name of Law Brothers Auto Body Inc, thence North $31^{\circ}59'04''$ East, along the southeasterly line of said Law Brothers Auto Body Inc. land, a distance of 10.00 feet to a point, being the TRUE PLACE OF BEGINNING for the tract of land herein described;

Course No. 1 Thence North $31^{\circ}59'04''$ East, along said southeasterly line, a distance of 10.00 feet to a point;

Course No. 2 Thence South $58^{\circ}00'56''$ East, through said Huron Outdoor land and parallel to the northerly Right of Way line of said Sawmill Parkway, a distance of 160.05 feet to a point in the northwesterly line of PN 42-00309.000, a 6.8677 acre tract of land in the name of American Freightways Corporation as described in Document No. 200010359;

Course No. 3 Thence South $52^{\circ}39'24''$ West, along said northwesterly line, a distance of 10.69 feet to a point in the northerly line of an existing utility easement as described in Volume 457, Page 413;

Course No. 4 Thence North $58^{\circ}00'56''$ West, along the northerly line of said utility easement and parallel to the northerly Right of Way line of said Sawmill Parkway, a distance of 156.27 feet to the TRUE PLACE OF BEGINNING, containing 0.0363 acres of land, more or less, as surveyed, calculated, and described on December 15, 2022, by Branden V. Battig P.S. 8708, subject to all legal highways, leases, and restrictions of record.

The bearings herein are based upon NAD83 State Plane Coordinates, Ohio North Zone, as established in July 2018 in a survey by OHM Advisors.

The above described area includes 0.0363 acres within the Erie County Auditor's Parcel Number 42-01029.000, and the present road occupies 0.0000 acres.

I hereby certify this description was created by using measurements from an actual field survey performed in July 2018 under my direct supervision.



Branden V. Battig, P.S.
 Registered Surveyor No. S-8708

EXHIBIT 1

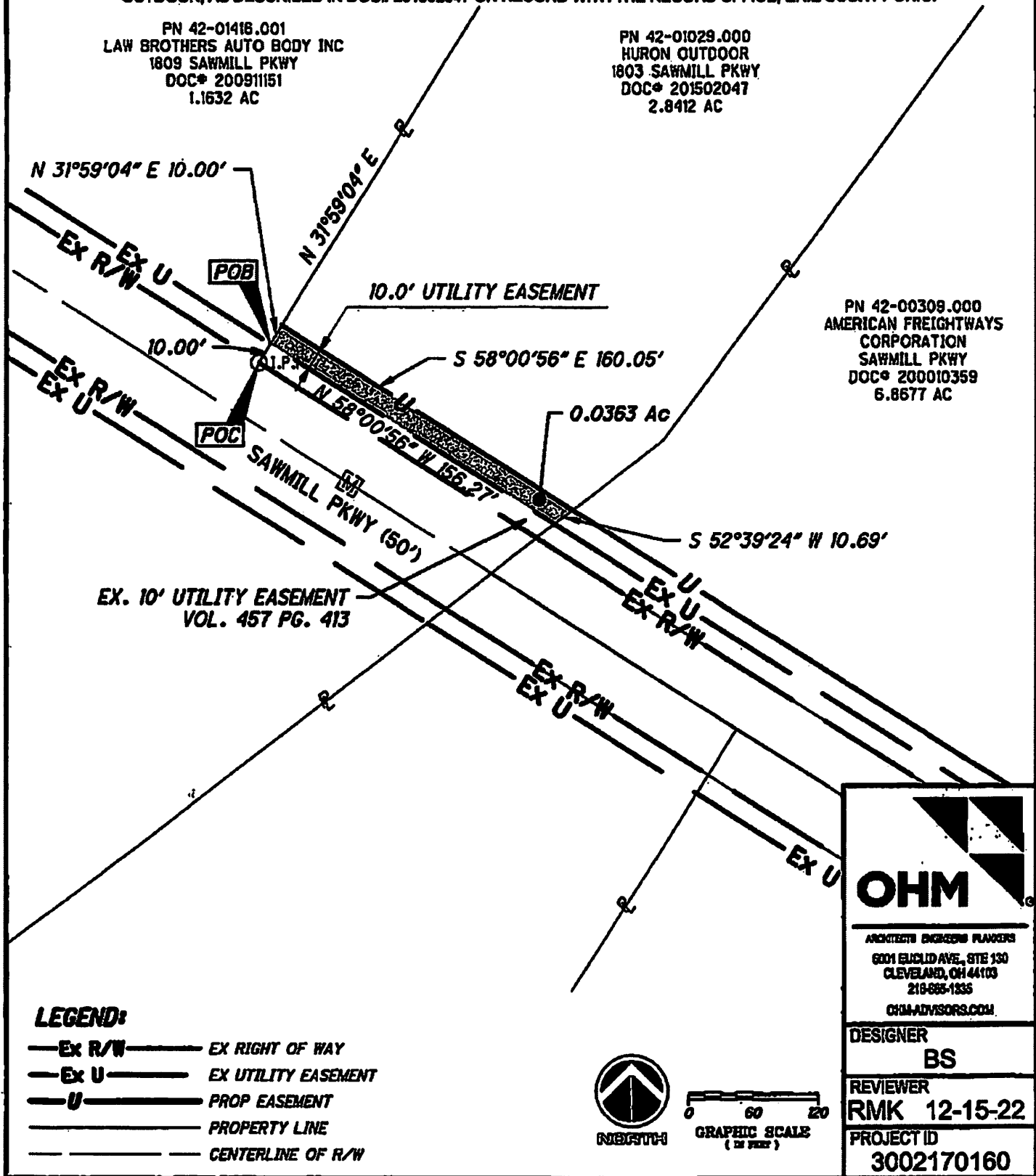
10' UTILITY EASEMENT

SITUATED IN STATE OF OHIO, COUNTY OF ERIE, CITY OF HURON BEING A PART OF ORIGINAL LOT 28 AND 32 HURON TOWNSHIP AND BEING PART OF PN 42-01029.000, A 2.8412 ACRE TRACT OF LAND IN THE NAME OF HURON OUTDOOR, AS DESCRIBED IN DOC# 201502047 ON RECORD WITH THE RECORD OFFICE, ERIE COUNTY OHIO.

PN 42-01416.001
 LAW BROTHERS AUTO BODY INC
 1809 SAWMILL PKWY
 DOC# 200911151
 1.1632 AC

PN 42-01029.000
 HURON OUTDOOR
 1803 SAWMILL PKWY
 DOC# 201502047
 2.8412 AC

PN 42-00309.000
 AMERICAN FREIGHTWAYS
 CORPORATION
 SAWMILL PKWY
 DOC# 200010359
 6.8677 AC



EX. 10' UTILITY EASEMENT
 VOL. 457 PG. 413

LEGEND:

- Ex R/W— EX RIGHT OF WAY
- Ex U— EX UTILITY EASEMENT
- U— PROP EASEMENT
- — PROPERTY LINE
- — CENTERLINE OF R/W



 OHM ARCHITECTS ENGINEERS PLANNERS 6001 EUCLID AVE., STE 100 CLEVELAND, OH 44103 216-685-1335 OHM-ADVISORS.COM	
DESIGNER BS	
REVIEWER RMK 12-15-22	
PROJECT ID 3002170160	

Transferred
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.

FEE \$ _____

Exempt:

R.E. TRANSFER: _____

\$ _____

Richard H. Jeffrey
Erie County Auditor

Trans. Fees: \$ _____

Date: 3/16/26 by: [Signature]

PERC 319.203
Erie County Auditor, Engineer
3/16/26
Date
Richard H. Jeffrey

EASEMENT AGREEMENT
(Permanent Electrical Transmission Easement [10 feet])

KNOW ALL MEN BY THESE PRESENTS:

That Kevin P. Fahey, (who with its heirs, legal and estate representatives, successors, and assigns are hereinafter referred to as the "Grantor"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey unto the City of Huron *d/b/a* Huron Public Power, an Ohio municipal corporation (which with its successors and assigns is hereinafter referred to as the "Grantee"), a perpetual non-exclusive easement and right of way as described below for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fibre, and all other electric medium, upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio, and being more definitely described as follows (the "Easement"):

- (a) A perpetual, nonexclusive easement and right of way upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio as described on Exhibit A, (attached hereto and made a part hereof), and which is depicted on Exhibit 1 (attached hereto and made a part hereof), for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fibre, and all other electric medium:
- (b) The improvements and infrastructure of Grantee shall be located on Grantors' premises at locations depicted on Exhibit A and Exhibit 1; and
- (c) The rights herein granted Grantee shall include the right to extend said right-of-way, distribution facilities, and easement to such other area or areas as may be mutually agreed upon in writing by Grantee and Grantor, if at all.

(d) The Easement includes the right to enter upon said lands and install, maintain, repair, replace, test, inspect, improve, erect, operate, and permanently maintain and remove conduit and related lines for the distribution of electric current thereon including all usual and customary fixtures and equipment required for the distribution of electric current, including telephone, telegraph, cable, fibre, and all other electric medium and the right to trim, cut, remove, or control by any other means, any and all trees, shrubbery or other vegetation that may interfere with or endanger the safe and efficient operation of the conduit and related lines.

This Easement and the grants, obligations, and other provisions of this instrument shall constitute covenants running with the land and be binding upon and for the benefit of the Grantor and Grantee and their respective heirs, legal and estate representatives, successors, and assigns.

By acceptance of the aforesaid easement, Grantee, on behalf of itself and its successors and assigns, agrees that if the surface areas of the land granted under the Easement is damaged by Grantee or any of its agents, licensees, or contractors, then Grantee shall repair such damage and restore the surface of such damaged surface areas of the land granted under the Easements to the extent reasonably possible to the previous condition at Grantee's sole cost and expense.

The Easement herein granted shall not impose upon Grantee any obligation to exercise the rights granted by such Easement.

And Grantor do for themselves and their heirs, legal and estate representatives, successors and assigns, covenant that they are well-seized of the land described herein as a good and indefeasible estate in fee simple, and have good right to grant the Easement, and that said land is free from all liens and encumbrances whatsoever, except for real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable, and easements, restrictions and all other encumbrances existing of record that will not interfere with the Easement, and that Grantor will warrant and defend the Easement, rights, and privileges herein granted to Grantee, its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns, forever.

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTOR:

Kevin P. Fahey
Kevin P. Fahey
T. S. Welkener
T. S. Welkener

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Kevin P. Fahey, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 9th day of March, 2026.

T. S. Welkener

Notary Public



TERRI S WELKENER
Notary Public
State of Ohio
My Comm. Expires
July 30, 2029

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTEE:
CITY OF HURON



Stuart Hamilton, City Manager

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Stuart Hamilton, in his capacity as City Manager of the City of Huron, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 13th day of March, 2026.



Notary Public



TERRI S WELKENER
Notary Public
State of Ohio
My Comm. Expires
July 30, 2029

Prepared by:
Todd A. Schrader, Law Director
City of Huron
417 Main St.
Huron, OH 44839
(419) 433-5000

December 15, 2022
 Project No. 3002-17-0160
 Erie County, Ohio

Exhibit A - 10' Utility Easement

Situated in the State of Ohio, County of Erie, and City of Huron, being part of Original Lot 28 of Section 2 of Huron Township, and being part of PN 42-02070.001, a 3.7972 acre tract of land in the name of KEVIN P. FAHEY as described in Document No. 201306273, all records referenced herein are on file at the Recorder's Office, Erie County, Ohio and being more particularly described as follows:

Beginning at a 3/4" iron pipe found in the southerly Right of Way line of Sawmill Parkway (50' R/W) at the northeasterly corner of PN 42-02069.000, a 5.4523 acre tract of land in the name of Bradley J. Francis as described in Document No. 202102832, and the TRUE PLACE OF BEGINNING for the tract of land herein described;

- Course No. 1 Thence South 88°43'00" East, along said southerly Right of Way line, a distance of 250.00 feet to the northwesterly corner of PN 42-02070.000, a 5.2803 acre tract of land in the name of Stankic Enterprises, LLC as described in Document No. 202012482 and referenced by a found 5/8" iron pin with a cap stamped "BAHROGLU AND ASSOC.";
- Course No. 2 Thence South 01°17'38" West, along the westerly line of said Stankic Enterprises, LLC land, a distance of 10.00 feet to a point;
- Course No. 3 Thence North 88°43'00" West, through said 3.7972 acre tract and parallel to said southerly Right of Way line, a distance of 250.00 feet to a point in the easterly line of said Bradley J. Francis land;
- Course No. 4 Thence North 01°17'40" East, with said easterly line, a distance of 10.00 feet to the TRUE PLACE OF BEGINNING, containing 0.0574 acres of land, more or less, as surveyed, calculated, and described on December 15, 2022, by Branden V. Battig P.S. 8708, subject to all legal highways, leases, and restrictions of record.

The bearings herein are based upon NAD83 State Plane Coordinates, Ohio North Zone, as established in July 2018 in a survey by OHM Advisors.

The above described area includes 0.0574 acres within the Erie County Auditor's Parcel Number 42-02070.001, and the present road occupies 0.0000 acres.

I hereby certify this description was created by using measurements from an actual field survey performed in July 2018 under my direct supervision.

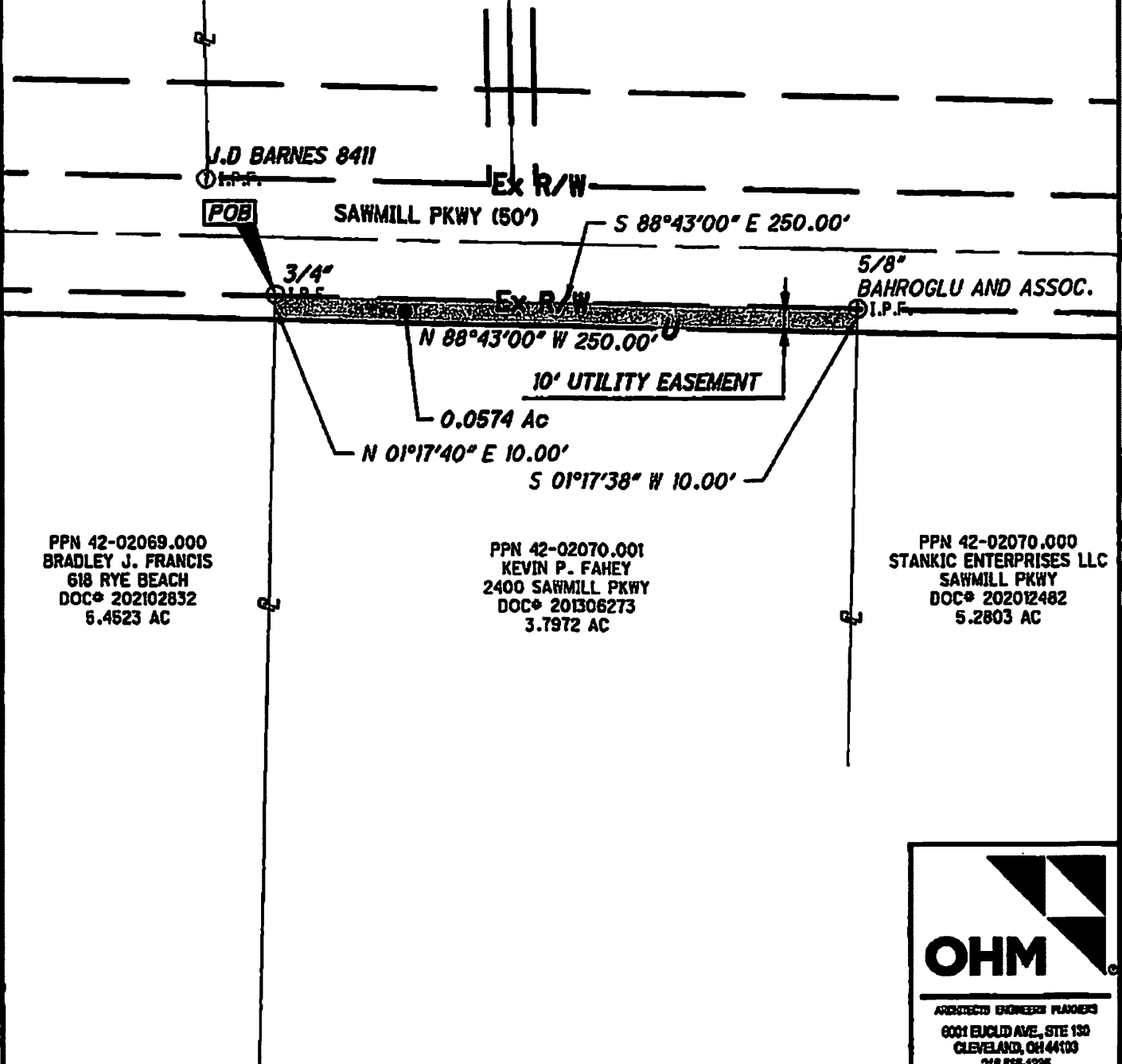


Branden V. Battig, P.S.
 Registered Surveyor No. S-8708

EXHIBIT 1

10' UTILITY EASEMENT

SITUATED IN STATE OF OHIO, COUNTY OF ERIE, CITY OF HURON BEING A PART OF ORIGINAL LOT 28, SECTION 2 HURON TOWNSHIP AND BEING PART OF PN 42-02070.001, A 3.7972 ACRE TRACT OF LAND IN THE NAME OF KEVIN P. FAHEY, AS DESCRIBED IN DOC# 201306273 ON RECORD WITH THE RECORD OFFICE, ERIE COUNTY OHIO.



PPN 42-02069.000
BRADLEY J. FRANCIS
618 RYE BEACH
DOC# 202102832
6.4523 AC

PPN 42-02070.001
KEVIN P. FAHEY
2400 SAWMILL PKWY
DOC# 201306273
3.7972 AC

PPN 42-02070.000
STANKIC ENTERPRISES LLC
SAWMILL PKWY
DOC# 202012482
5.2803 AC

LEGEND:

- Ex R/W EX RIGHT OF WAY
- EX EASEMENT
- PROP EASEMENT
- PROPERTY LINE
- CENTERLINE OF R/W





OHM

ARCHITECTS ENGINEERS PLANNERS
6001 EUCLID AVE., STE 130
CLEVELAND, OH 44103
216-685-1395
OHM-ADVISORS.COM

DESIGNER
BS

REVIEWER
RMK 12-15-22

PROJECT ID
3002170160

Per O.R.C. 319.203
Sierra
Erie County Auditor | Engineer
3/4/2024
Date

Ellen Olsen
County Recorder Erie County OH
202401453 Total Pages: 7
03/04/2024 03:16:56 PM Fees: \$74.00

Richard J. Francis

EASEMENT AGREEMENT
(Permanent Electrical Transmission Easement [10 feet])

KNOW ALL MEN BY THESE PRESENTS:

That Bradley J. Francis, (who with their heirs, legal and estate representatives, successors, and assigns are hereinafter referred to as the "Grantor"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey unto the City of Huron *d/b/a* Huron Public Power, an Ohio municipal corporation (which with its successors and assigns is hereinafter referred to as the "Grantee"), a perpetual non-exclusive easement and right of way as described below for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium, upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio, and being more definitely described as follows (the "Easement"):

- (a) A perpetual, nonexclusive easement and right of way upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio as described on **Exhibit A**, (attached hereto and made a part hereof), and which is depicted on **Exhibit B** (attached hereto and made a part hereof), for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium:
- (b) The improvements and infrastructure of Grantee shall be located on Grantors' premises at locations depicted on **Exhibits A and B**; and
- (c) The rights herein granted Grantee shall include the right to extend said right-of-way, distribution facilities, and easement to such other area or areas as may be mutually agreed upon in writing by Grantee and Grantor, if at all.
- (d) The Easement includes the right to enter upon said lands and install, maintain, repair, replace, test, inspect, improve, erect, operate, and permanently maintain and remove conduit and related lines for the distribution of electric current thereon including all usual and customary fixtures and equipment required for the

distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium and the right to trim, cut, remove, or control by any other means, any and all trees, shrubbery or other vegetation that may interfere with or endanger the safe and efficient operation of the conduit and related lines.

This Easement and the grants, obligations, and other provisions of this instrument shall constitute covenants running with the land and be binding upon and for the benefit of the Grantor and Grantee and their respective heirs, legal and estate representatives, successors, and assigns.

By acceptance of the aforesaid easement, Grantee, on behalf of itself and its successors and assigns, agrees that if the surface areas of the land granted under the Easement is damaged by Grantee or any of its agents, licensees, or contractors, then Grantee shall repair such damage and restore the surface of such damaged surface areas of the land granted under the Easements to the extent reasonably possible to the previous condition at Grantee's sole cost and expense.


The Easement herein granted shall not impose upon Grantee any obligation to exercise the rights granted by such Easement.

And Grantor do for themselves and their heirs, legal and estate representatives, successors and assigns, covenant that they are well-seized of the land described herein as a good and indefeasible estate in fee simple, and have good right to grant the Easement, and that said land is free from all liens and encumbrances whatsoever, except for real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable, and easements, restrictions and all other encumbrances existing of record that will not interfere with the Easement, and that Grantor will warrant and defend the Easement, rights, and privileges herein granted to Grantee, its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns, forever.

**SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:**

GRANTOR:

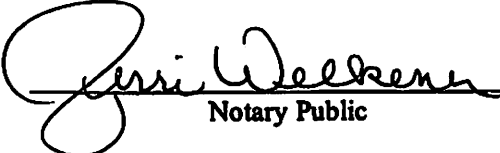


Bradley J. Francis

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Bradley J. Francis, Grantor, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 28th day of February 2024.



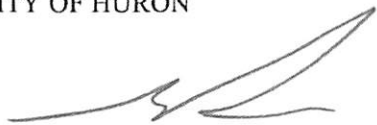
Notary Public



**TERRI S. WELKENER
Notary Public, State of Ohio
My commission expires July 30, 2024**

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTEE:
CITY OF HURON

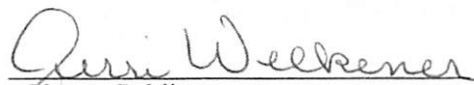


Matthew Lasko, City Manager

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Matthew Lasko, in his capacity as City Manager of the City of Huron, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 29th day of February, 2024.



Notary Public

Prepared by:

Todd A. Schrader, Law Director
417 Main Street
Huron, OH 44839
(419) 433-5000



TERRI S. WELKENER
Notary Public, State of Ohio
My commission expires July 30, 2024

December 15, 2022
Project No. 3002-17-0160
Erie County, Ohio

Exhibit 1 – 10' Utility Easement

Situated in the State of Ohio, County of Erie, and City of Huron, being part of Original Lot 28 of Huron Township, and being part of PN 42-02069.000, a 5.4523 acre tract of land in the name of BRADLEY J. FRANCIS as described in Document No. 202102832, all records referenced herein are on file at the Recorder's Office, Erie County, Ohio and being more particularly described as follows:

Beginning at the intersection of the easterly Right of Way line of Rye Beach Road (R/W Varies) and the southerly Right of Way line of Sawmill Parkway (50' R/W), being the northwesterly corner of said Bradley J. Francis land and the TRUE PLACE OF BEGINNING for the tract of land herein described;

- Course No. 1 Thence South 88°43'00" East, along the southerly Right of Way line of said Sawmill Parkway, a distance of 537.06 feet to the northwesterly corner of PN 42-02070.001, a 3.7972 acre tract of land in the name of Kevin P. Fahey as described in Document No. 201306273, referenced by a ¾" iron pipe found;
- Course No. 2 Thence South 01°17'38" West, along the westerly line of said Kevin P. Fahey land, a distance of 10.00 feet to a point;
- Course No. 3 Thence North 88°43'00" West, through said 5.4523 acre tract and parallel to said southerly Right of Way line, a distance of 526.51 feet to a point;
- Course No. 4 Thence South 01°47'05" East, through said 5.4523 acre tract and parallel to the easterly Right of Way line of said Rye Beach Road, a distance of 262.84 feet to a point in the northerly line of PN 42-90077.000, a tract of land in the name of Norfolk & Southern Railroad;
- Course No. 5 Thence North 58°06'54" West, along said northerly line, a distance of 12.02 feet to the northwesterly corner of said PN 42-90077.000;
- Course No. 6 Thence North 01°47'05" West, along the easterly Right of Way line of said Rye Beach Road, a distance of 266.72 feet to the TRUE PLACE OF BEGINNING, containing 0.1829 acres of land, more or less, as surveyed, calculated, and described on December 15, 2022, by Branden V. Battig P.S. 8708, subject to all legal highways, leases, and restrictions of record.

The bearings herein are based upon NAD83 State Plane Coordinates, Ohio North Zone, as established in July 2018 in a survey by OHM Advisors.

The above described area includes 0.1829 acres within the Erie County Auditor's Parcel Number 42-02069.000, and the present road occupies 0.0000 acres.

I hereby certify this description was created by using measurements from an actual field survey performed in July 2018 under my direct supervision.

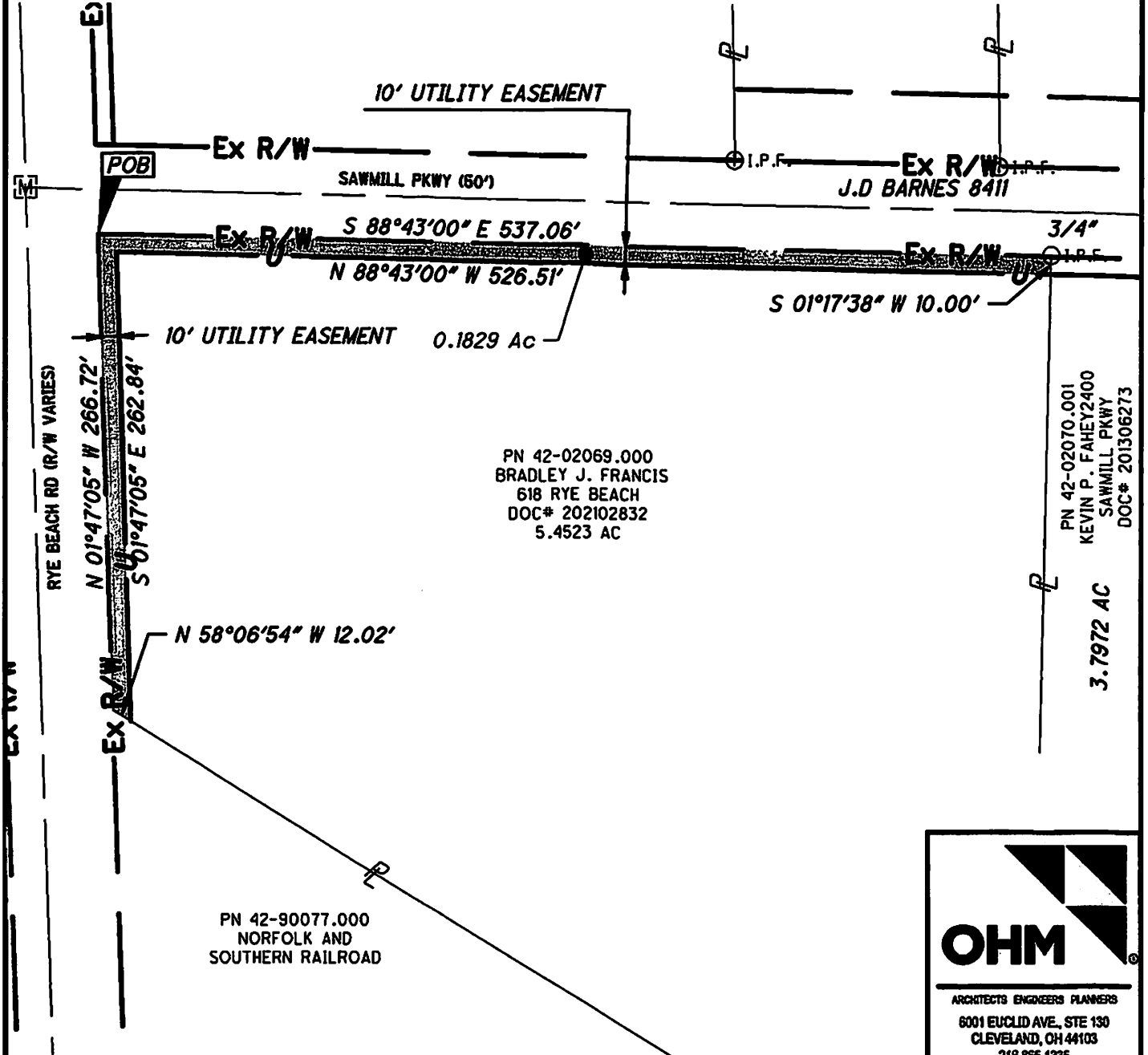
A handwritten signature in black ink, appearing to read "Branden Battig". The signature is written in a cursive style with a horizontal line underneath it.

Branden V. Battig, P.S.
Registered Surveyor No. S-8708

EXHIBIT 1

10' UTILITY EASEMENT

SITUATED IN STATE OF OHIO, COUNTY OF ERIE, CITY OF HURON
 BEING A PART OF ORIGINAL LOT 28 OF HURON TOWNSHIP AND BEING PART OF PN 42-02069.000, A 5.4523 ACRE TRACT OF
 LAND IN THE NAME OF BRADLEY J. FRANCIS AS RECORDED IN THE DOC# 202102832, ON RECORD WITH THE RECORDER'S
 OFFICE, ERIE COUNTY, OHIO.



PN 42-02069.000
 BRADLEY J. FRANCIS
 618 RYE BEACH
 DOC# 202102832
 5.4523 AC

PN 42-02070.001
 KEVIN P. FAHEY
 SAWMILL PKWY
 DOC# 201306273

PN 42-90077.000
 NORFOLK AND
 SOUTHERN RAILROAD

LEGEND:

- Ex R/W EX RIGHT OF WAY
- EX EASEMENT
- PROP EASEMENT
- PROPERTY LINE
- CENTERLINE OF R/W



NORTH



ARCHITECTS ENGINEERS PLANNERS
 6001 EUCLID AVE., STE 130
 CLEVELAND, OH 44103
 216-865-1335
 OHM-ADVISORS.COM

DESIGNER

BS

REVIEWER

RMK 12-15-22

PROJECT ID

3002170160

Per O.R.C. 319.203
[Signature]
Erie County Auditor/Engineer
3/4/2024
Date

Ellen Olsen
County Recorder Erie County OH
202401454 Total Pages: 7
03/04/2024 03:16:56 PM Fees: \$74.00

[Signature]

EASEMENT AGREEMENT
(Permanent Electrical Transmission Easement [10 feet])

KNOW ALL MEN BY THESE PRESENTS:

That 5 Crooks LLC, a Limited Liability Company, (who with their heirs, legal and estate representatives, successors, and assigns are hereinafter referred to as the "Grantor"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey unto the City of Huron *d/b/a* Huron Public Power, an Ohio municipal corporation (which with its successors and assigns is hereinafter referred to as the "Grantee"), a perpetual non-exclusive easement and right of way as described below for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium, upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio, and being more definitely described as follows (the "Easement"):

- (a) A perpetual, nonexclusive easement and right of way upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio as described on **Exhibit A**, (attached hereto and made a part hereof), and which is depicted on **Exhibit B** (attached hereto and made a part hereof), for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium:
- (b) The improvements and infrastructure of Grantee shall be located on Grantors' premises at locations depicted on **Exhibits A and B**;
- (c) The rights herein granted Grantee shall include the right to extend said right-of-way, distribution facilities, and easement to such other area or areas as may be mutually agreed upon in writing by Grantee and Grantor, if at all;

(d) The Easement includes the right to enter upon said lands and install, maintain, repair, replace, test, inspect, improve, erect, operate, and permanently maintain and remove conduit and related lines for the distribution of electric current thereon including all usual and customary fixtures and equipment required for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium and the right to trim, cut, remove, or control by any other means, any and all trees, shrubbery or other vegetation that may interfere with or endanger the safe and efficient operation of the conduit and related lines;

(e) The Easement rights granted herein shall not impair or impede the Grantor's primary ingress and egress into the existing parking lot off Rye Beach Road save and excepting periodic, temporary, and necessary disruptions to permit Grantee to exercise the rights herein. Grantee shall use its best efforts to ensure that any disruptions to the aforementioned parking lot are temporary and limited in nature and scope sufficient to permit Grantee to exercise its rights hereunder; (f) Grantee shall defend and hold harmless and indemnify Grantor and its affiliated business organization Label Aid, Inc., and their respective officers, partners members, shareholders, directors, officers, managers, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions for personal injuries and for damage to property to the extent of insurance proceeds actually received Grantee (if any) and to the extent caused by the acts, omissions or willful misconduct of Grantee or its contractors and employees arising out of this Easement Agreement. Notwithstanding any contrary provision of this Agreement, nothing herein shall be deemed to waive Grantee's statutory rights pursuant to ORC. 2744.01, et. seq.; and

(g) The rights afforded Grantee herein are for the limited purposes specified herein and for no other purpose absent the prior written consent of Grantor and its successors and assigns. Furthermore, the easement rights afforded Grantee herein shall not be assigned, transferred, or otherwise conveyed or encumbered by Grantee without the express prior written consent of Grantor and its successors and assigns.

This Easement and the grants, obligations, and other provisions of this instrument shall constitute covenants running with the land and be binding upon and for the benefit of the Grantor and Grantee and their respective heirs, legal and estate representatives, successors, and assigns.

By acceptance of the aforesaid easement, Grantee, on behalf of itself and its successors and assigns, agrees that if the surface areas of the land granted under the Easement is damaged by Grantee or any of its agents, licensees, or contractors, then Grantee shall repair such damage and restore the surface of such damaged surface areas of the land granted under the Easements to the extent reasonably possible to the previous condition at Grantee's sole cost and expense.

Executed this 1st day of March, 2024.

GRANTOR:
5 Crooks, LLC

By: Jason Crooks
Jason Crooks, Member

By: Darlene Crooks
Darlene Crooks, Member

GRANTEE:
City of Huron, Ohio d/b/a Huron Public Power

By: Matthew D. Lasko
Matthew D. Lasko, City Manager

ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

The foregoing instrument was acknowledged before me this 1st day of March, 2024 by Jason Crooks and Darlene Crooks, Members of 5 Crooks LLC, who acknowledged that they did sign the foregoing instrument and that the same is his free act and deed both individually and as authorized representative of Grantor. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

TERRI S. WELKENER
NOTARY PUBLIC



TERRI S. WELKENER
Notary Public, State of Ohio
My commission expires July 30, 2024

My Commission Expires: _____

The Easement herein granted shall not impose upon Grantee any obligation to exercise the rights granted by such Easement.

And Grantor do for themselves and their heirs, legal and estate representatives, successors and assigns, covenant that they are well-seized of the land described herein as a good and indefeasible estate in fee simple, and have good right to grant the Easement, and that said land is free from all liens and encumbrances whatsoever, except for real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable, and easements, restrictions and all other encumbrances existing of record that will not interfere with the Easement, and that Grantor will warrant and defend the Easement, rights, and privileges herein granted to Grantee, its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns, forever.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT 1

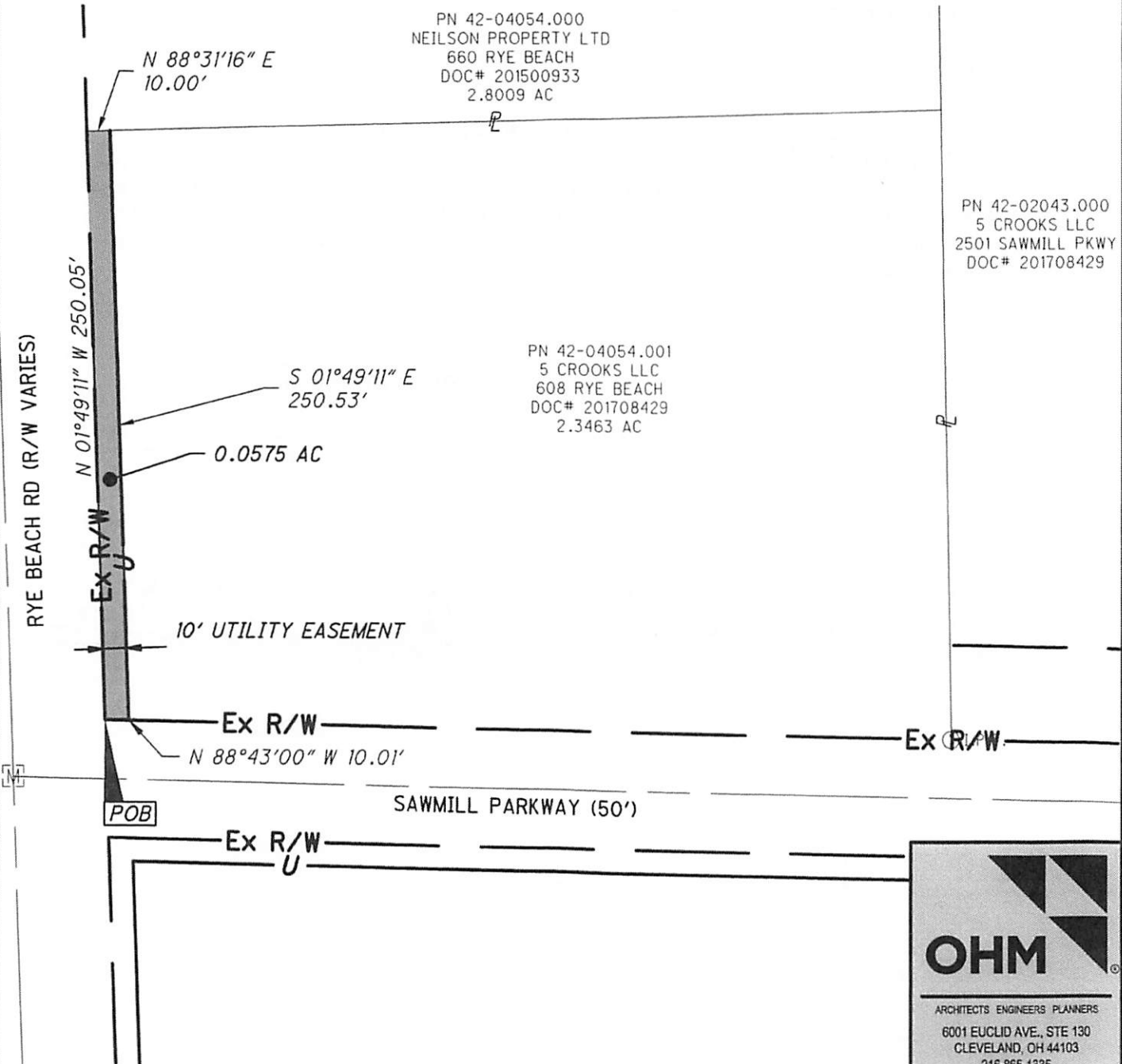
10' UTILITY EASEMENT

SITUATED IN STATE OF OHIO, COUNTY OF ERIE, CITY OF HURON
 BEING A PART OF ORIGINAL LOT 31 HURON TOWNSHIP AND BEING PART OF PN 42-04054.001, A 2.3463 ACRE TRACT OF LAND IN THE
 NAME OF 5 CROOKS LLC, AS DESCRIBED IN DOC# 201708429 ON RECORD WITH THE RECORD OFFICE, ERIE COUNTY OHIO.

PN 42-04054.000
 NEILSON PROPERTY LTD
 660 RYE BEACH
 DOC# 201500933
 2.8009 AC

PN 42-02043.000
 5 CROOKS LLC
 2501 SAWMILL PKWY
 DOC# 201708429

PN 42-04054.001
 5 CROOKS LLC
 608 RYE BEACH
 DOC# 201708429
 2.3463 AC

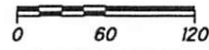


LEGEND:

- Ex R/W EX RIGHT OF WAY
- EX EASEMENT
- PROP EASEMENT
- PROPERTY LINE
- CENTERLINE OF R/W



NORTH



GRAPHIC SCALE
 (IN FEET)

OHM
 ARCHITECTS ENGINEERS PLANNERS
 6001 EUCLID AVE., STE 130
 CLEVELAND, OH 44103
 216-865-1335
 OHM-ADVISORS.COM

DESIGNER
BS

REVIEWER
RMK 12-15-22

PROJECT ID
3002170160

December 15, 2022
Project No. 3002-17-0160
Eric County, Ohio

Exhibit 1 – 10' Utility Easement

Situated in the State of Ohio, County of Eric, and City of Huron, being a part of Original Lot 31 of Huron Township, and being part of PN 42-04054.001, being part of a 2.3463 acre tract of land in the name of 5 CROOKS LLC, as described in Document No. 201708429, all records referenced herein are on file at the Recorder's Office, Erie County, Ohio and being more particularly described as follows:

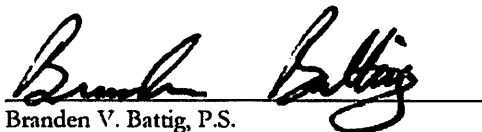
Beginning at the intersection of the easterly Right of Way line of Rye Beach Road (R/W Varies) and the northerly Right of Way of Sawmill Parkway (50' R/W), being the southwesterly corner of said 5 Crooks LLC land and the TRUE PLACE OF BEGINNING for the tract of land herein described;

- Course No. 1 Thence North $01^{\circ}49'11''$ West, along the easterly Right of Way line of said Rye Beach Road, a distance of 250.05 feet to the southwesterly corner of PN 42-04054.000, a 2.8009 acre tract of land in the name of Neilson Property LTD as described in Document No. 201500933;
- Course No. 2 Thence North $88^{\circ}31'16''$ East, with the southerly line of said Neilson Property LTD land, a distance of 10.00 feet to a point;
- Course No. 3 Thence South $01^{\circ}49'11''$ East, through said 2.3463 acre tract and parallel to said easterly Right of Way line, a distance of 250.53 feet to a point in the northerly Right of Way line of said Sawmill Parkway;
- Course No. 4 Thence North $88^{\circ}43'00''$ West, with said northerly Right of Way line, a distance of 10.01 feet to the TRUE PLACE OF BEGINNING, containing 0.0575 acres of land, more or less, as surveyed, calculated, and described on December 15, 2022, by Branden V. Battig P.S. 8708, subject to all legal highways, leases, and restrictions of record.

The bearings herein are based upon NAD83 State Plane Coordinates, Ohio North Zone, as established in July 2018 in a survey by OHM Advisors.

The above described area includes 0.0575 acres within the Erie County Auditor's Parcel Number 42-04054.001, and the present road occupies 0.0000 acres.

I hereby certify this description was created by using measurements from an actual field survey performed in July 2018 under my direct supervision.



Branden V. Battig, P.S.
Registered Surveyor No. S-8708



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 19-2026 (*submitted by Stuart Hamilton*)
DATE: March 24, 2026

Subject Matter/Background

This resolution authorizes the recommendations of the Tax Incentive Review Council (TIRC) relating to the City' enterprise zone agreements, tax increment financing agreements and community reinvestment area agreements. This annual legislation is required by O.R.C. Section 5709.85(C)(1) with the TIRC required by law to make recommendations to the City Council concerning the disposition of agreements in effect for the prior year.

Minutes from the TIRC meeting are attached to Exhibit 1. The TIRC recommended continuation of all tax incentives except for the Breckenridge/Central Ohio Paper and Packaging, Inc. CRA per their report attached to the legislation as Exhibit A. The termination of the Breckenridge/Central Ohio Paper and Packaging, Inc. CRA was a 15 year, 100% with 25% gift back to the schools abatement running from 2015 through 2029. As of 12/31/25 they had 24 employees, which is short of their goal of 28. Going back to 2015, they have ranged from 23-24.5 jobs. This termination would take effect in tax year 2026, payable in 2027.

Staff this year support the removal of the Breckenridge abatement. While in the past staff have lobbied to keep this abatement in place, we will that Breckenridge will be unable to reach their stated goal and therefore the abatement should be cancelled. We are very appreciative that Breckenridge continues to be a good partner within the City.

Financial Review

There were no changes recommended by the Tax Incentive Review Committee.

Legal Review

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

Recommendation

If Council is in agreement, a motion to adopt Resolution No. 19-2026 is in order.

[Res 19-2026 Exh 1 Huron TIRC Minutes 2026 0311.doc](#)

[Resolution No. 19-2026 TIRC \(1\).docx](#)

[Res 19-2026 Exh A Huron TIRC Recommendations to Council 2026 for 2025.doc](#)

**CITY OF HURON, OHIO
TAX INCENTIVE REVIEW COUNCIL
MINUTES OF THE MARCH 11, 2026 MEETING**

The Tax Incentive Review Council for the City of Huron, Ohio met on Wednesday, March 12, 2025 in the 3rd floor Commission Chambers, 247 Columbus Avenue, Sandusky Ohio. The following Council members were in attendance:

- Rick Jeffrey, Auditor, Erie County (Chair)
- Jason Hinnners, Assistant Prosecutor, Erie County
- Hank Solowiej, Administrator, Erie County
- Isaac Phillips, Finance Director, City of Huron
- Tim King, Director, Erie County Regional Planning
- Mike Limberios, Treasurer, Huron City School District

Also in attendance were:

- James Tatman, Superintendent, Huron City School District
- Jude Hammond, Board Member, Huron City Schools
- John Rogers, Toni Fritz & Heather Walters, Erie County Auditor’s Office
- Zach Rospert, Erie County Regional Planning

Chairman R. Jeffrey called the meeting to order at 1:02 P.M. with the following items reported on or discussed:

1. MINUTES OF THE MARCH 12, 2025 MEETING:

The minutes of the March 12, 2025 meeting were reviewed. On a motion by T. King, and second by M. Limberios, the minutes were unanimously approved as presented.

2. APPOINTMENT OF A VICE-CHAIRMAN:

R. Jeffrey requested the appointment of a Vice-Chairman. T. King made a motion to appoint J. Hinnners as Vice-Chairman. I. Phillips seconded the motion, which was unanimously approved.

COMMUNITY REINVESTMENT AREAS

3. ANGTIN, LLC/HURON PODIATRY (In CRA #1):

Z. Rospert informed the Council that this 15-year, 100% abatement, with a 25% gift back to the Huron Local Schools will run from 2015 – 2029. The agreement called to create two new jobs in the first 36 months. Their previous tenant left the space they rent out, but a new tenant moved in, although the new tenant represented a decrease in jobs. As of 12/31/2025 they did create the two required jobs.

T. King made a motion to continue the abatement. I. Phillips seconded the motion, which was unanimously approved.

R. Jeffrey indicated the State Auditor’s Office is asking the Tax Incentive Review Committees to look at the commitments companies make when signing these agreements. He explained that they are requesting that political jurisdictions hold the company’s feet to the fire, instead of rubber stamping every abatement. He further explained Erie County has a history (Huron Senior Residences) of terminating when commitments are not met.

4. YELLOW DOG LTD. (DBA STRIDE MOBILITY) (IN CRA 1)

Z. Rospert informed the Council this abatement will run from 2022-2036. The terms call for a 75% abatement in years 1-5, 50% in years 6-10, and 25% in years 11-15. The company committed to create five jobs, and on 12/31/25 they created 21, which represents an increase of 10 jobs from last year.

M. Limberios made the motion to continue the Yellow Dog LTD abatement. I. Phillips seconded the motion, which was unanimously approved.

5. BRECKENRIDGE/CENTRAL OHIO PAPER AND PACKAGING, INC. (IN CRA 1)

Z. Rospert informed the Council that this 15-year, 100% abatement with 25% gift back to the schools runs from 2015 until 2029. As of 12/31/25 they had 24 employees, which is short of their goal of 28. Going back to 2015, they have ranged from 23-24.5 jobs.

H. Solowiej made a motion to terminated the Breckenridge/Central Ohio Paper and Packaging abatement. I. Phillips seconded the motion, which was unanimously approved.

J. Hammond asked when this would take effect, with R. Jeffrey indicating tax year 2026 payable in 2027.

6. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC- BOAT STORAGE (CRA 1)

Z. Rospert informed the Council that this 15 year, 100% with 25% gift back will run from 2016 until 2030. The agreement called for the creation of five jobs. As of 12/31/25 they have created 12 new jobs.

I. Phillips made a motion to continue the South Shore Marine/Three Seasons Partners, LLC Boat Storage abatement. J. Hinnners seconded the motion, which was unanimously approved.

7. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC - SHOWROOM (CRA 1)

Z. Rospert informed the Council that this 15 year, 100% with 25% gift back to the schools runs from 2018-2032. The agreement called for the creation of 3 jobs within the first 3 years. As of 12/31/25 they have created 12 jobs, exceeding their goal.

T. King made a motion to continue the South Shore Marine/Three Seasons Partners, LLC Showroom abatement. I. Phillips seconded the motion, which was unanimously approved.

8. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC – HEATED STORAGE (CRA 1)

Z. Rospert informed the Council that this 15 year, 100% abatement was approved in 2022 for a 24,000 square foot heated storage facility. The agreement has compensation agreements with Huron City School District and EHOVE Joint Vocational School District to pay such school districts the amount they would have received from real property taxes, but for the abatement. This abatement will run from 2023-2037. They committed to create four jobs within the first two years. At 57 total employees, they are 2 short of their goal, but this represents an increase of 9 employees from last year.

J. Hinnners, indicating this is still early on in the abatement, made a motion to continue the South Shore Marine/Three Seasons Partners, LLC Heated Storage abatement. M. Limberios seconded the motion, which was unanimously approved.

9. CLDH PROPERTIES, LTD/LABEL AIDE, INC (CRA 1)

Z. Rospert informed the Council that this 15 year, 100% with 50% gift back to the schools will run from 2017-2031. The company committed to create 8 jobs. With 51 employees on 12/31/2025, they have exceeded their job creation goal, and increased employment by 4 from last year.

T. King made a motion to continue the CLDH Properties, LTD/Label Aide, Inc. abatement. M. Limberios seconded the motion, which was unanimously approved.

10. ARDAGH METAL BEVERAGE USA INC. (IN CRA 1)

Z. Rospert informed the council that this 15 year, 100% abatement where both Huron City School and EHOVE will be made whole in connection with the exemption granted, was approved in 2022. The abatement will run from 2023-2037. They committed to create 211 jobs, and on 12/31/2025 they created 335, which represents an increase of 11 from last year.

I. Phillips made a motion to continue the Ardagh Metal Beverage USA Inc abatement. T. King seconded the motion, which was unanimously approved.

11. SUNSPORT PROPERTIES, LLC DBA BUCKEYE SPORTS CENTER (ENTERPRISE ZONE)

Z. Rospert informed the Council that this 15 year, 100% abatement was approved in 2022 for a 32,000 square foot marine sales, service and storage facility. The agreement has compensation agreements with Huron City School District and EHOVE Joint Vocational School District to pay such school districts the amount they would have received from real property taxes, but for the abatement. The abatement will run from 2023-2037. They committed to create 11 Full-Time jobs and 3 Part-Time jobs within the first three years, and on 12/31/2025 they created 11 Full-Time jobs, but have yet to fill the 3 part-time positions.

J. Hinnners made a motion to continue the Sunsport Properties, LLC abatement. I. Phillips seconded the motion, which was unanimously approved.

TAX INCREMENT FINANCING AREAS

12. Rye Beach TIF

I. Phillips indicated the Rye Beach TIF generated \$29,428.98 in 2025, and is a non-school TIF. The fund balance at 12/31/2025 is approximately \$84,000. He further explained the City is planning to continue to use these funds for stormwater improvements.

13. Sawmill TIF

I. Phillips indicated the Sawmill TIF was approved in 2022, with both private and public funds. Compensation agreements of 25% (\$112,500) of the Service Payment will be due to Huron City Schools & 1.5% (\$6,750) of the Service Payment will be due to EHOVE. Of the \$450,000 generated, the City nets \$312,500 per year to retire the bonds with annual debt service of roughly \$285,000, funds have been utilized for Oyster Park and the State Route 6 reconstruction project. The current fund balance is approximately \$28,000.

14. ConAgra TIF

I. Phillips indicated the ConAgra TIF was activated in 2025 and is a Non-School TIF. There has been no activity to-date. The contractors selected for development have asked for one final extension for due diligence.

15. ADJOURNMENT:

With no further business to conduct, on a motion by T. King and second by I. Phillips, all voted in favor of adjournment at 1:20 P.M.

zjr 03/16/26

RESOLUTION NO. 19-2026

Introduced by Joel Hagy

A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE ERIE COUNTY TAX INCENTIVE REVIEW COUNCIL RELATING TO ENTERPRISE ZONE AGREEMENTS AND COMMUNITY REINVESTMENT AREA AGREEMENTS.

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

SECTION 1: That this Council hereby accepts the report and recommendations of the Erie County Tax Incentive Review Council as set forth in Exhibit "A" attached hereto and made a part hereof 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 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: _____

March 17, 2026

Huron City Council
City of Huron, Ohio
417 Main Street
Huron, Ohio 44839

Re: Recommendations of the Tax Incentive Review Council to Huron City Council.

The City of Huron's Tax Incentive Review Council (TIRC) met on March 11, 2026 to review the city's Tax Increment Financing Agreement, Community Reinvestment Area and Enterprise Zone abatements that are currently in effect.

This annual review is required by Ohio Revised Code Section 5709.85 (C)(1) with the TIRC required by law to make recommendations to City Council concerning the disposition of agreements in effect for the prior year. Reviews conducted in 2026 judge performance for the prior year and therefore recommendations regarding these agreements apply to the calendar year ending December 31, 2025.

Under Section 5709.85(E)(F) of the Ohio Revised Code, City Council must hold a meeting within sixty days of receipt of the TIRC's recommendations and may vote to accept, reject or modify all or any portion of these recommendations.

Draft minutes of the TIRC meeting are attached for your review. The following projects with active tax incentives within the City of Huron were recommended to be **continued**:

- 1. HURON PODIATRY/ANGTIN, LLC CRA (DR. LESNAK)**
- 2. YELLOW DOG LTD. (DBA STRIDE MOBILITY) CRA**
- 3. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC CRA (Boat Storage)**
- 4. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC CRA (Showroom)**
- 5. SOUTH SHORE MARINE/THREE SEASONS PARTNERS, LLC CRA (Heated Storage)**
- 6. CLDH PROPERTIES, LTD/LABEL AIDE, INC. CRA**

7. ARDAGH METAL BEVERAGE USA INC CRA

8. SUNSPORT PROPERTIES, LLC DBA BUCKEYE SPORTS CENTER EZ

9. RYE BEACH TIF

10. SAWMILL TIF

11. CONAGRA TIF

Due to continued lack of agreed upon job creation numbers, the following project was recommended to be **terminated**:

1. BRECKENRIDGE/CENTRAL OHIO PAPER AND PACKAGING, INC. CRA

Please feel free to contact the undersigned with any questions regarding these recommendations.

Sincerely,

Richard Jeffrey
Erie County Auditor
Chairman of the Tax Incentive Review Council

Attachment: Draft Minutes of the 3/11/2026 TIRC meeting

CC: Stuart Hamilton, Huron City Manager
Tim King, Erie County Enterprise Zone Manager



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Resolution No. 20-2026 (*submitted by Doug Steinwart*)
DATE: March 24, 2026

Subject Matter/Background

AS SUBMITTED BY DOUG STEINWART, DIRECTOR OF PARKS & RECREATION:

This legislation is retroactively allowing staff to apply through Senator Bernie Moreno'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. 20-2026 is in order.

[Resolution No. 20-2026 Senator Bernie Moreno CDS Request Appl Boat Basin Renovation \\$2,900,000](#)
[Resolution No. 20-2026 Exh A CDS Moreno.pdf](#)

RESOLUTION NO. 20-2026

Introduced by Mark Claus

A RESOLUTION RATIFYING SUBMISSION OF AN APPROPRIATIONS REQUEST APPLICATION TO U.S. SENATOR BERNIE MORENO'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 Bernie Moreno'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 Bernie Moreno'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 Bernie Moreno'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 Bernie Moreno'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: _____



U.S. Senator Bernie Moreno - Congressionally Directed Spending FY27 Application

Name & Contact Info	Mailing Address	Permanent Address
Name: Bryan Edwards	Street 1: 417 Main Street	Street 1: 417 Main Street
Phone: 4194334848	Street 2:	Street 2:
Phone: 4193666001	City: Huron	City: Huron
Email bryan.edwards@huronohio.us	State/Zip: OH, 44839	State/Zip: OH, 44839

* = Required information

Section 1. CDS FY27 - Application Questionnaire

1. Name of Applicant Organization *

City of Huron, Ohio

2. Applicant Address *

Please list the address for the applicant organization.

NOTE: There is a separate address box below for projects occurring at a different physical address than the applicant address.

417 Main Street
Huron, OH, 44839, US

3. Applicant Point of Contact *

Bryan Edwards

4. Applicant E-mail *

bryan.edwards@huronohio.us

5. Applicant Phone (Mobile Preferred) *

(419) 366-6001

6. Project Title *

This project title will reflect what is written into law if a project advances through the process.

NOTE: If you are submitting this project to multiple Congressional offices for consideration please ensure a consistent project title is used.

City of Huron Boat Basin Economic Development Investment Program

7. Project Address *

Please provide the physical address of where the project will take place. If there is no physical address assigned please use the address of the applicant organization.

330 Main Street
Huron, OH, 44839, US

8. County *

Please enter the Ohio County in which the project will take place.

Erie

9. Requested Appropriation Amount *

Please detail the appropriation amount you are requesting in federal funds (this is NOT the total project cost amount).

\$2,904,590.00

10. Total Project Cost *

Please detail the total amount of dollars required to complete this project (this is NOT the amount you are requesting as a CDS).

\$3,404,590.00

11. Short Project Description *

Please detail the project purpose in 2-3 sentences. 150 word limit.

We are requesting a federal investment of \$2.9 million to protect and strengthen a public economic engine that supports tourism, small businesses, working families, and tax revenue across Northern Ohio.

This is about:

Protecting one of the region's primary tourism gateways
Preserving small-business revenue streams
Supporting jobs tied to recreation and hospitality
Strengthening a federal and state tax-generating asset
Ensuring Lake Erie remains economically productive

Maintaining safe public access to Lake Erie supports interstate tourism, regional commerce, and a nationally significant freshwater recreational resource.

12. Project Summary *

Please provide context to describe the project as well as a budget for the project. Detail specifically what funds would be used for to purchase or provide.

The Huron Boat Basin is a seven-acre public waterfront complex located on the Huron River in Huron, Ohio, featuring a 1,000-person outdoor amphitheater, public park space, and a 123-slip municipal marina.

The facility serves as the primary public gateway to Lake Erie in downtown Huron and functions as a major recreational and economic asset for the community and the broader Lake Erie tourism region. Maintaining safe public access to Lake Erie supports interstate tourism, regional commerce, and a nationally significant freshwater recreational resource.

Serving as the central hub of downtown Huron, the Boat Basin is:

- A Lake Erie public access port
- A downtown tourism anchor
- A regional economic driver
- A job generator
- A contributor to state and federal tax revenues

Economic Development

The Huron Boat Basin converts public waterfront access into measurable economic activity for restaurants, hotels, retail businesses, and government tax revenues. As one of the region's key public waterfront access points, the Huron Boat Basin plays a direct role in capturing this visitor spending and translating it into local economic activity. In 2023, Lake Erie Shores & Islands, the destination marketing organization for Erie & Ottawa Counties, estimated that tourism generated 13.3 million visits and \$3.1 billion in total tourism sales, supporting 15,070 jobs and generating \$382.6 million in state and local taxes. Boating is likewise a measurable contributor: Ohio Department of Natural Resources estimates a \$6.40 billion boating industry economic impact in 2022 supporting 45,856 jobs statewide, with \$1.3 billion of that impact associated specifically with Ohio-based Lake Erie recreational boating.

According to the Ohio Department of Natural Resources, Erie County ranks fifth in Ohio for inbound recreational boaters traveling from other counties. Approximately 88% of the nearly 10,000 boats in Erie County take trips less than 10 miles from port, providing the Boat Basin with thousands of potential transient boaters.

In 2024 alone, transient boaters spent 627 nights at the Huron Boat Basin Marina. That's up more than 10% since 2022. According to a 2023 survey from the Ohio Department of Natural Resources, the average boater in Erie County spent \$76.55 per trip, placing the county as one of the Top 20 in the state in terms of average spent per trip.

Economic Benefits of the Project

Federal investment will:

- Protect a key Lake Erie tourism gateway
- Preserve small-business revenue streams
- Support recreation and hospitality jobs
- Strengthen state and federal tax revenue
- Ensure Lake Erie remains economically productive

Item Description	Item Cost
Concrete Bulkhead Caps	\$1,085,532
Concrete Walkways	\$680,823
Retaining Walls	\$1,138,235

13. Federal Nexus *

Please explain the federal purpose, benefit or requirement addressed by this project.

About the Huron Boat Basin

- 📍 **Location:** Downtown Huron, Ohio
- ⚓ **Marina Capacity:** 123 slips
- 🎵 **Outdoor Amphitheater:** 1,000 seats
- 🌳 **Public Waterfront Park:** Free public access to Lake Erie

The Huron Boat Basin serves as the **primary public gateway to Lake Erie in downtown Huron**, supporting boating, tourism, and community events throughout the year.

Regional Economic Impact

Tourism and boating are major economic drivers for Northern Ohio.

Erie & Ottawa County Visitor Economy

13.3 Million

Annual Visitors

\$3.1 Billion

Tourism Spending

15,070 Jobs

Supported by Tourism

\$382.6 Million

State & Local Taxes Generated

Boating Economy

According to the Ohio Department of Natural Resources:

\$6.4 Billion

Ohio Boating Industry Economic Impact

45,856 Jobs

Supported Statewide

\$1.3 Billion

Lake Erie Recreational Boating Activity

The Huron Boat Basin helps convert Lake Erie boating activity into **local restaurant, retail, and lodging spending.**

14. Project Funding Sources *

Please detail various funding sources being used for this project and/or the capital stack to complete this project.

Example: \$2,800,000 Project

\$1,400,000 - Federal Request

\$700,000 - Committed State Funds

\$700,000 - Local Funds

\$3.4 million overall

\$2.9 million CDS

\$300k - US Fish & Wildlife Services and Ohio Department of Natural Resources (B.I.G. Grant)

\$200K - State of Ohio

15. Proposal Priority

If your organization is submitting more than one request please rank them.

1

16. Is this request also being submitted to another member of the Ohio delegation? *

If yes, please indicate which office (i.e. Sen. Husted or Congressional Representative) and if there are any staff contacts you are working with.

Sen. Husted, Rep. Kaptur

17. Has your organization received federal Congressionally Directed Spending (CDS) funding before? *

If yes, please list when.

No

18. Have you spoken with a member of our staff? *

Please indicate if you have you spoken with a member of Senator Moreno's staff prior to submission? I.e. in person, phone or virtual briefing either in Ohio or DC. If so, please indicate that staff person(s) here.

We encourage all applicants to have conversations with staff regarding their projects prior to submission.

Yes. Communicated with Tim Schneider via email and phone

19. Employer Identification Number (EIN) *

Please provide your Employer Identification Number (EIN), this is required for submission to several appropriation accounts.

34-6400671

20. Is this a statewide project?

Yes

Section 2. CDS FY27 – Eligible Agencies and Accounts

Eligible Agencies & Accounts:

Agriculture, Rural Development, FDA, and Related Agencies

- Agricultural Research Service, Buildings and Facilities
- Animal and Plant Health Inspection Service, Salaries and Expenses
- Natural Resources Conservation Service, Watershed and Flood Prevention Operations
- National Institute of Food and Agriculture, Research and Facilities Act Program
- Rural Development, Community Facilities Grants
- Rural Development, Distance Learning and Telemedicine Grants

Commerce, Justice, Science, and Related Agencies

- Department of Commerce (DOC), National Institute of Standards and Technology (NIST), Scientific and Technical Research and Services, NIST External Projects
- DOC, NIST, Construction of Research Facilities, NIST Extramural Construction
- DOC, National Oceanic and Atmospheric Administration (NOAA), Operations, Research, and Facilities, NOAA Special Projects
- Department of Justice (DOJ), State and Local Law Enforcement Activities, Office of Justice Programs, State and Local Law Enforcement Assistance, Byrne Discretionary Grants
- DOJ, State and Local Law Enforcement Activities, Community Oriented Policing Services Programs (COPS), COPS Law Enforcement Technology and Equipment

- National Aeronautics and Space Administration, Safety, Security and Mission Support

Energy and Water Development

- Corps of Engineers, Investigations
- Corps of Engineers, Construction
- Corps of Engineers, Operation & Maintenance
- Corps of Engineers, Mississippi Rivers & Tributaries, Investigations
- Corps of Engineers, Mississippi Rivers & Tributaries, Construction
- Corps of Engineers, Mississippi Rivers & Tributaries, Operation & Maintenance
- Bureau of Reclamation, Water and Related Resources
- Department of Energy, “Energy Projects”

Account will include the following topic areas:

- Energy Efficiency and Renewable Energy
- Electricity
- Cybersecurity, Energy Security, and Emergency Response
- Nuclear Energy
- Fossil Energy and Carbon Management

Financial Services and General Government

- Small Business Administration, Administrative Provision
- National Archives and Records Administration (NARA), National Historical Publications and Records Commission
- NARA, Repairs and Restoration
- General Services Administration (GSA), Federal Buildings Fund, Construction and Acquisition
- GSA, Federal Buildings Fund, Repairs and Alterations, Major Repairs
- GSA, Federal Buildings Fund, Repairs and Alterations, Basic Repairs
- Office of National Drug Control Policy, Administrative Provision (Prevention Grants)

Homeland Security

- Federal Emergency Management Agency (FEMA), Pre-Disaster Mitigation Projects
- FEMA, Emergency Operations Center Grant Program

Interior, Environment, and Related Agencies

- Environmental Protection Agency (EPA), State and Tribal Assistance Grants, Clean Water State Revolving Fund, and Drinking Water State Revolving Fund
- Indian Health Service, Sanitation Facilities Construction
- National Park Service (NPS), Historic Preservation Fund Projects
- U.S. Forest Service (USFS), State and Private Forestry, Forest Resource Information and Analysis
- Land and Water Conservation Fund
 - Bureau of Land Management (BLM), Land Acquisition
 - Fish and Wildlife Service (FWS), Land Acquisition
 - NPS, Land Acquisition
 - USFS, Land Acquisition
 - USFS, Forest Legacy
- Land Management Agencies, Construction
 - BLM, Construction
 - FWS, Construction Projects, Line Item Construction
 - NPS, Construction, Line Item Construction and Maintenance
 - USFS, Capital Improvement and Maintenance, Facilities, Road and Trails
- Land Management Agencies, Local Projects and Research
 - BLM, Management of Land and Resources, Land Management Priorities
 - NPS, National Recreation and Preservation, Statutory and Contractual Aid
 - FWS, Resource Management, Stewardship Priorities
 - U.S. Geological Survey, Surveys Investigations and Research, Special Initiatives
- Bureau of Indian Affairs, Operation of Indian Programs, Special Initiatives
- EPA, Science and Technology, Research: National Priorities
- EPA, State and Tribal Assistance Grants, STAG Infrastructure Grants

Labor, HHS, Education, and Related Agencies

- Department of Labor, Employment and Training Administration, Training and Employment Services
- HHS, Health Resources and Services Administration, Program Management
- HHS, Substance Abuse and Mental Health Services Administration, Health Surveillance and Program Support
- HHS, Administration for Children and Families, Children and Families Services Programs

- HHS, Administration for Community Living, Aging and Disability Services Programs
- Department of Education, Innovation and Improvement, Fund for the Improvement of Education
- Department of Education, Higher Education, Fund for the Improvement of Postsecondary Education

Military Construction, Veterans Affairs, and Related Agencies

- Military Construction, Army
- Military Construction, Navy and Marine Corps
- Military Construction, Air Force (including Space Force)
- Military Construction, Defense-Wide
- Military Construction, Army National Guard
- Military Construction, Air National Guard
- Military Construction, Army Reserve
- Military Construction, Navy Reserve
- Military Construction, Air Force Reserve

Transportation, HUD, and Related Agencies

- Department of Transportation (DOT), Office of the Secretary, Transportation Planning, Research, and Development
- DOT, Federal Aviation Administration, Grants-in-Aid for Airports
- DOT, Federal Highway Administration, Highway Infrastructure Programs
- DOT, Federal Transit Administration, Transit Infrastructure Grants
- DOT, Federal Railroad Administration, Consolidated Rail Infrastructure and Safety Improvements Program
- DOT, Maritime Administration, Port Infrastructure Development Program Grants
- HUD, Community Development Fund, Economic Development Initiatives

1. Subcommittee *

Please indicate which subcommittee you are requesting funding under. I.e. LHHS, THUD, etc.
Transportation, Housing and Urban Development (HUD), and Related Agencies

10. Transportation, HUD, and Related Agencies *

HUD, Community Development Fund, Economic Development Initiatives

Section 3. Letters of Support

Please submit a minimum of **3 letters of support**. Letters of support should be from elected community leaders (e.g. mayors or other officials).

Letters can be uploaded on the main page.



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Resolution No. 21-2026 (*submitted by Doug Steinwart*)
DATE: March 24, 2026

Subject Matter/Background

AS SUBMITTED BY DOUG STEINWART, PARKS & RECREATION DIRECTOR:

Resolution No. 21-2026 requests authorization to submit a Community Project Application through the Ohio General Assembly Capital Budget to Senator Gavarone for \$2.4 million. This application is for improvements to the Huron Boat Basin waterfront and recreational infrastructure designed to enhance public safety, expand regional tourism opportunities, and support economic development along Ohio's Lake Erie shoreline. Improvements will modernize aging public assets, increase accessibility, and provide long-term community benefits through outdoor recreation and visitor attraction.

Financial Review

There is no financial impact from this legislation.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion approving Resolution No. 21-2026 is in order.

[Resolution No. 21-2026 Theresa Gavarone 136th Assembly Capital Budget Community Project Appl Boat Basin \\$2,400,000 \(2\).docx](#)

[Resolution No. 21-2026 Exh A Senator Gavarone 136th GA Capital Budget Application Boat Basin \\$2,400,000.pdf](#)

RESOLUTION NO. 21-2026

Introduced by Mark Claus

A RESOLUTION RATIFYING SUBMISSION OF A GRANT APPLICATION TO OHIO STATE SENATOR THERESA GAVARONE’S 136th GENERAL ASSEMBLY 2027/28 CAPITAL BUDGET COMMUNITY PROJECT RELATING TO THE HURON MUNICIPAL BOAT BASIN RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED TWO MILLION FOUR HUNDRED THOUSAND AND XX/100 DOLLARS (\$2,400,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD(S) IN AN AMOUNT NOT TO EXCEED TWO MILLION FOUR HUNDRED THOUSAND AND XX/100 DOLLARS (\$2,400,000.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron has made a grant application to Ohio State Senator Theresa Gavarone’s 136th General Assembly 2027/28 Capital Budget Community Project 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 Ohio State Senator Theresa Gavarone’s 136th General Assembly 2027/28 Capital Budget Community Project; and

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

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

SECTION 1. That the Council of the City of Huron hereby ratifies submission of a grant application to Ohio State Senator Theresa Gavarone’s 136th General Assembly 2027/28 Capital Budget Community Project to become eligible for potential funding assistance relating to the Huron Municipal Boat Basin Renovation Project in an amount not to exceed Two Million Four Hundred Thousand and xx/100 Dollars (\$2,400,000.00).

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 Ohio State Senator Theresa Gavarone’s 136th General Assembly 2027/28 Capital Budget Community Project in an amount not to exceed Two Million Four Hundred Thousand and xx/100 Dollars (\$2,400,000.00).

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: _____



136TH GENERAL ASSEMBLY CAPITAL BUDGET



COMMUNITY PROJECT APPLICATION

NOTE: THIS APPLICATION CAN BE USED FOR SUBMISSION TO BOTH OHIO HOUSE AND SENATE MEMBERS

PLEASE SUBMIT THIS APPLICATION TO BOTH THE REPRESENTATIVE AND SENATOR WHOSE DISTRICT

CONTAINS THE POTENTIAL PROJECT

APPLICATIONS ARE DUE TO MEMBER OFFICES BY THURSDAY, MARCH 12TH

APPLICANT CONTACT INFORMATION						
Name		Title		Organization		
Street address				Unit/Room #		
City		State		County	Zip	
Phone		Email address				

REQUIRED INFORMATION FOR COMMUNITY PROJECT REQUESTS	
Project name	
Brief description of the overall project; detail the purpose of the request and include specifically how capital dollars would be used	
Physical location of project Include full address and county	
Legal entity name (DBA) on file with Secretary of State and name of organization sponsoring the project	
Owner of assets/facility during project	
Owner of assets/facility upon completion of project	
Total project cost	
	Project cost over next three capital biennia <i>(total of three rows below must add up to total project cost):</i>
FY 2027-28	
FY 2029-30	
FY 2031-32	
	State and non-state funding <i>(state funds requested and non-state funding must add up to total project cost)</i>
Amount of capital funding requested for FY 2027-28	
Total of non-state funding including private, not-for-profit, local, and federal funds	
	Non-state funding sources <i>(total of rows below must add up to total non-state funding):</i>
Source 1:	Amount from source:
Source 2:	Amount from source:
Source 3:	Amount from source:

<p>Has this project received state funding in the past? YES <input type="checkbox"/> NO <input type="checkbox"/></p>	<p>If YES, how much and when? (identify previous legislation and General Assembly)</p>
<p>Will this project request state funding in the future? YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>*Note: future capital funding is not guaranteed, and a future application must be submitted in subsequent General Assemblies</p>	<p>If YES, how much?</p>
<p>Description of use by or involvement of private for-profit businesses, not-for-profit entities, or federal government</p>	
<p>Identification of the annual amount of and source(s) of funding for ongoing operational costs</p>	
<p>Description of public benefits and summary of public access</p>	
<p>Additional information to assist in evaluating project</p>	



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Resolution No. 22-2026 (*submitted by Doug Steinwart*)
DATE: March 24, 2026

Subject Matter/Background

AS SUBMITTED BY DOUG STEINWART, PARKS & RECREATION DIRECTOR:

Resolution No. 22-2026 requests ratification of a submitted Community Project Application through the Ohio General Assembly Capital Budget to Representative D. J. Swearingen for \$2.4 million. This application is for improvements to the Huron Boat Basin waterfront and recreational infrastructure designed to enhance public safety, expand regional tourism opportunities, and support economic development along Ohio's Lake Erie shoreline. Improvements will modernize aging public assets, increase accessibility, and provide long-term community benefits through outdoor recreation and visitor attraction.

Financial Review

There is no financial impact from this legislation.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion approving Resolution No. 22-2026 is in order.

[Resolution No. 22-2026 Representative Swearingen 136th Assembly Capital Budget Community Project Appl Boat Basin \\$2,400,000.docx](#)
[Resolution No. 22-2026 Exh A Representative Swearingen 136th GA Capital Budget Application](#)

RESOLUTION NO. 22-2026

Introduced by Mark Claus

A RESOLUTION RATIFYING SUBMISSION OF A GRANT APPLICATION TO OHIO STATE REPRESENTATIVE D. J. SWEARINGEN'S 136th GENERAL ASSEMBLY 2027/28 CAPITAL BUDGET COMMUNITY PROJECT RELATING TO THE HURON MUNICIPAL BOAT BASIN RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED TWO MILLION FOUR HUNDRED THOUSAND AND XX/100 DOLLARS (\$2,400,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD(S) IN AN AMOUNT NOT TO EXCEED TWO MILLION FOUR HUNDRED THOUSAND AND XX/100 DOLLARS (\$2,400,000.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron has made a grant application to Ohio State Representative D. J. Swearingen's 136th General Assembly 2027/28 Capital Budget Community Project 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 Ohio State Representative D. J. Swearingen's 136th General Assembly 2027/28 Capital Budget Community Project; and

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

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

SECTION 1. That the Council of the City of Huron hereby ratifies submission of a grant application to Ohio State Representative D. J. Swearingen's 136th General Assembly 2027/28 Capital Budget Community Project to become eligible for potential funding assistance relating to the Huron Municipal Boat Basin Renovation Project in an amount not to exceed Two Million Four Hundred Thousand and xx/100 Dollars (\$2,400,000.00).

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 Ohio State Representative D. J. Swearingen's 136th General Assembly 2027/28 Capital Budget Community Project in an amount not to exceed Two Million Four Hundred Thousand and xx/100 Dollars (\$2,400,000.00).

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: _____



136TH GENERAL ASSEMBLY CAPITAL BUDGET

COMMUNITY PROJECT APPLICATION



*NOTE: THIS APPLICATION CAN BE USED FOR SUBMISSION TO BOTH OHIO HOUSE AND SENATE MEMBERS
PLEASE SUBMIT THIS APPLICATION TO BOTH THE REPRESENTATIVE AND SENATOR WHOSE DISTRICT
CONTAINS THE POTENTIAL PROJECT*

APPLICATIONS ARE DUE TO MEMBER OFFICES BY THURSDAY, MARCH 12TH

APPLICANT CONTACT INFORMATION						
Name		Title		Organization		
Street address				Unit/Room #		
City		State		County	Zip	
Phone			Email address			

REQUIRED INFORMATION FOR COMMUNITY PROJECT REQUESTS	
Project name	
Brief description of the overall project; detail the purpose of the request and include specifically how capital dollars would be used	
Physical location of project Include full address and county	
Legal entity name (DBA) on file with Secretary of State and name of organization sponsoring the project	
Owner of assets/facility during project	
Owner of assets/facility upon completion of project	
Total project cost	
	Project cost over next three capital biennia <i>(total of three rows below must add up to total project cost):</i>
FY 2027-28	
FY 2029-30	
FY 2031-32	
	State and non-state funding <i>(state funds requested and non-state funding must add up to total project cost)</i>
Amount of capital funding requested for FY 2027-28	
Total of non-state funding including private, not-for-profit, local, and federal funds	
	Non-state funding sources <i>(total of rows below must add up to total non-state funding):</i>
Source 1:	Amount from source:
Source 2:	Amount from source:
Source 3:	Amount from source:

<p>Has this project received state funding in the past? YES <input type="checkbox"/> NO <input type="checkbox"/></p>	<p>If YES, how much and when? (identify previous legislation and General Assembly)</p>
<p>Will this project request state funding in the future? YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>*Note: future capital funding is not guaranteed, and a future application must be submitted in subsequent General Assemblies</p>	<p>If YES, how much?</p>
<p>Description of use by or involvement of private for-profit businesses, not-for-profit entities, or federal government</p>	
<p>Identification of the annual amount of and source(s) of funding for ongoing operational costs</p>	
<p>Description of public benefits and summary of public access</p>	
<p>Additional information to assist in evaluating project</p>	



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Resolution No. 23-2026 (*submitted by Jack Evans*)
DATE: March 24, 2026

Subject Matter/Background

This legislation is retroactively allowing staff to apply through Congresswomen Kaptur's office, for \$1.875M from the FY25 Interior, Environment Community Project relating to the Huron River Raw Water Alternate Intake and Sludge Lagoon Project, and if awarded to accept said funds.

Matching Requirements

There is a minimum 20% cost share requirement for any portion of a project funded through a STAG infrastructure grant. The Committee will not waive matching requirements.

Financial Review

If awarded, the City will continue to explore other grants and utilize Ohio Water Development Authority's low interest loans for gap financing on the Huron River Raw Water Alternate Intake and Sludge Lagoon Sewer Project. The loan will be paid back by quarterly water sales to customers. Any local match would be accounted for in the Water Capital Fund.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 23-2026 is in order.

[Resolution No. 23-2026 Marcy Kaptur FY25 Interior, Environment Community Project Alternate Intake \\$1,875,000.docx](#)

[Resolution No. 23-2026 Exh A Kaptur FY 27 Interior Environment Community Project Boat Basin \\$1,875,000.pdf](#)

RESOLUTION NO. 23-2026

Introduced by Joel Hagy

A RESOLUTION RATIFYING SUBMISSION OF AN APPROPRIATIONS REQUEST APPLICATION TO U.S. CONGRESSWOMAN MARCY KAPTUR FY27 INTERIOR, ENVIRONMENT COMMUNITY PROJECT FUNDING PROGRAM RELATING TO THE HURON RIVER RAW WATER ALTERNATE INTAKE AND SLUDGE LAGOON PROJECT IN AN AMOUNT NOT TO EXCEED ONE MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND XX/100 DOLLARS (\$1,875,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD(S) IN AN AMOUNT NOT TO EXCEED ONE MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND XX/100 DOLLARS (\$1,875,000.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron has made an appropriations request to U.S. Congresswoman Marcy Kaptur's FY27 Interior, Environment Community Project Funding Program relating to the Huron River Raw Water Alternate Intake and Sludge Lagoon 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 Interior, Environment Community Project Funding Program; 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 Interior, Environment Community Project Funding Program to become eligible for potential funding assistance relating to the Huron River Raw Water Alternate Intake and Sludge Lagoon Project in an amount not to exceed One Million Eight Hundred Seventy-Five Thousand and xx/100 Dollars (\$1,875,000.00).

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 Interior, Environment Community Project Funding Program in an amount not to exceed One Million Eight Hundred Seventy Five Thousand and xx/100 Dollars (\$1,875,000.00), 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: _____

Congresswoman Marcy Kaptur - FY27 Interior, Environment Community Project Funding Request Form

Please read ALL information below BEFORE filling out this form and entering all of the requested information.

Also, it is important to ensure all information is entered completely and accurately so that your request may be properly considered.

General Eligibility

This year, the Subcommittee on Interior, Environment, and Related Agencies will only consider Community Project Funding (CPF) requests in the U.S. Environmental Protection Agency – State and Tribal Assistance Grants (STAG) account for certain clean water and drinking water infrastructure projects.

STAG projects have very specific eligibility requirements, and the Subcommittee will not consider projects that do not meet these requirements.

Note: In general, only public entities and non-profit utilities and universities are eligible for CPF funding through the USEPA STAG account this year.

Public entities should be considered the primary recipients to oversee the completion of a CPF project. State, municipal, local, territorial, or Tribal governmental entities are the most common recipients of CPF funding. For drinking water projects, the recipient must be a public water system. The Subcommittee does not allow for profit recipients and privately-owned projects, even if otherwise eligible under the CWSRF and DWSRF programs. The Subcommittee will only accept non-profits as eligible recipients if the non-profit (1) provides water or wastewater utility services, or (2) the non-profit is a university.

Projects must meet the specific eligibility criteria of the relevant Clean Water State Revolving Loan Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) programs, including for the purposes authorized by Federal law and all underlying Federal requirements pursuant to Title VI of the Clean Water Act (CWSRF) and Section 1452 of the Safe Drinking Water Act (DWSRF).

For detailed information on eligibility guidelines, including specific examples of eligible and ineligible projects, please refer the USEPA resources accessible through these links:

U.S. Environmental Protection Agency (USEPA) Clean Water State Revolving Loan Fund Community Project Funding Requests Information Brochure:

[Overview of Clean Water State Revolving Fund Eligibilities](#) (Published May 2016) (27 pgs.)



**U.S. Environmental Protection Agency (USEPA) Drinking Water State Revolving Fund
Community Project Funding Requests Information Brochure:**
[Drinking Water State Revolving Fund Eligibility Handbook](#) (Published June 2017) (73 pgs.)

Matching Requirements

There is a minimum 20% cost share requirement for any portion of a project funded through a STAG CPF and the Subcommittee will not waive matching requirements.

For example, if the total amount of a project is \$1 million, the entity could receive a maximum of \$800,000 from the Federal Government, with the remaining \$200,000 the responsibility of the entity to receive Community Project Funding (CPF). In this example, the submission for this project should be \$800,000.

Determining the Amount to Request

A CPF request should include only the amount of Fiscal Year 2027 funding needed for the project. Multi-year requests will not be considered. And please only include or request an amount that the recipient can reasonably obligate within one year (that is, one year from the date the recipient would receive the requested funds).

The same project can receive funding across multiple years in a phased approach but must be requested again in the subsequent year(s).

The House Appropriations Committee suggests using the range of project amounts funded in prior years as a general guide when making requests. In FY 2026, for example, most EPA STAG infrastructure projects funded in the final bill averaged \$1,000,000; and project amounts in recent years have ranged from \$250,000 to \$3,000,000. Note that the Committee may consider project amounts higher or lower than the Fiscal Year 2026 average of \$1,000,000 for Fiscal Year 2027, and any caps will be determined by the Committee Chairman after reviewing the full universe of requests that are placed with the Committee by Members of Congress.

Additional Requirements

A Community Project Funding request must be supported by a description of the project's merit and value to the taxpayer, and by evidence of community support.

Additional Information

For additional information about the types of projects eligible--and for Frequently Asked Questions (FAQs)--please see the Subcommittee's guidance given to Members of Congress at this link:

[fy27-int-prog-lang-cpf-guidance.pdf](#)

shell1385@gmail.com [Switch account](#)



Not shared



Draft saved



* Indicates required question

Name of the requesting organization: *

City of Huron

Point of contact name at the requesting organization: *

Stuart Hamilton

Requesting organization point of contact email address: *

stuart.hamilton@huronohio.us

Requesting point of contact phone number: *

4194335000

Please provide the website address of the entity to receive funding: *

www.cityofhuron.org

Legal name of the entity that will be receiving funds (Please do not include abbreviations, acronyms, or use a "The" before the recipient name.) *

City of Huron



Please provide the address of the entity that will be receiving funds (street address, City, State, and Zip Code). *

417 Main Street, Huron, OH 44839

Please identify the category of eligible recipients that includes your organization: *

- public entities (State, municipal, local, territorial, or Tribal governmental entities)
- non-profit organizations qualifying under section 501(c)(3) of the Internal Revenue Code

Project Description (max 1,000 characters): *

The City of Huron will construct an alternate raw water intake (RWI) for its Water Treatment Plant off the west bank of the Huron River where the velocity of the flowing river minimizes frazil ice formation to provide a reliable water supply during ice events. Without the alternative RWI, the ice buildup will continuously threaten plant operations and potentially sever the city's ability to supply drinking water to over 3,600 service connections within the city and thousands more within the Erie County Water and Sewer District. The project includes the construction of the RWI, new raw water pump and chemical dosing station, and nearly 3,000-feet of force main. Chemical dosing will be used to manage Cyanobacterial Harmful Algal Blooms (HABs) from the surface water. The city will also construct a recycle line to route decant from the WTP sludge lagoon to the shore well. The new recycle line will eliminate the discharge of total residual chlorine to Lake Erie.

Please provide the requested funding amount: *

\$1,875,000



Please select the State Revolving Fund (SRF) program under which your project is * otherwise eligible to compete for loan funding:

- the Clean Water SRF (Title VI of the Clean Water Act, 33 U.S.C. 1381 et seq.)
- the Safe Drinking Water SRF (Section 1452 of the Safe Drinking Water Act, 42 U.S.C. 300j-12)

Is the project on your State's most recently finalized Clean Water/Drinking Water * SRF Intended Use Plan (IUP)?

- Yes
- No

Please explain how the project will help meet or maintain Clean Water Act or Safe * Drinking Water Act standards.

Provides an alternate raw water intake to meet demand, maintain plant operations during ice events, and improve water quality by preventing Cyanobacterial Harmful Algal Blooms via chemical dosing. The project will eliminate total residual chlorine discharge to Lake Erie.

Budget Summary - A) Describe in detail how the requested funds will be used *

The funds will be used to reduce the SRF request in the construction phase.

Budget Summary - B) Please provide a budget breakdown for this project - * maximum of 10 budget items

Your answer

1. 20" Waterline - \$725,000
2. 36" intake line - \$285,000
3. Intake structure - \$200,000
4. Pump Station - \$765,000
5. Connections and Repairs - \$293,000
6. Video/mobilization/insurance/bonds - \$50,000
7. Engineering/legal/permits - \$425,000



Please confirm that the amount of your request complies with the following requirements by checking the boxes. Your request must comply with both requirements. *

- The amount only includes funding for project activities planned for Fiscal Year 2027.
- The amount is limited to the Federal share of the anticipated costs for Fiscal Year 2027 project activities.

Please provide a short description of your organization's plan to meet the project's matching requirement within the next 12 months. *

[This project has been renominated for funding through the Water Supply Revolving Loan Account, with the intent to receive match funding with a zero- or low-interest loan.](#)

Your answer

Has the project received Federal funds previously? If so, please describe. *

No

If partial funding is provided in response to your request, can the project proceed? *
Please select one of the following options:

- Yes, additional funding from other sources can be used to carry out the current Fiscal Year 2027 scope of work for the project.
- Yes, a useful increment of the project's current Fiscal Year 2027 scope of work can be accomplished with partial funding.
- No, the project cannot proceed with partial funding.

Please explain why this project is a good use of taxpayer funds (PLEASE NOTE: *
This information will be posted on Congresswoman Kaptur's website per
Committee disclosure rules).

Provides the means to maintain reliable drinking water to the City of Huron, surrounding areas serviced by Huron Water, and the thousands of tourists that visit which makes up a large part of the City's economy. The project will improve surface and drinking water quality by eliminating residual chlorine discharges to Lake Erie and managing Cyanobacterial Harmful Algal Blooms (HABs) via chemical dosing at the new intake.

Are you aware of another Member of Congress (including a U.S. Senator) making *
a request for this same project?

Yes

No

If you are aware of another Member of Congress (including a U.S. Senator) *
making a request for this same project, please indicate that Member of Congress
below.

N/A



SUPPORTING DOCUMENTATION. Please describe below materials you have available to submit as supporting documentation to demonstrate community support exists for the project, or any additional relevant information. *

Congresswoman Kaptur's staff will follow up with you if the request is selected for advancement; however if chosen to advance, you will need at least three community letters of support ready to provide by Wednesday, March 17, 2026, at 12:00 p.m. You may also email now any existing letters of support to "repkapturcdfrequests@gmail.com"

Your answer

 This is a required question

Submit

Clear form

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Google Forms







TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Resolution No. 24-2026 (*submitted by Jack Evans*)
DATE: March 24, 2026

Subject Matter/Background

AS SUBMITTED BY JACK EVANS, WATER SUPERINTENDENT:

Resolution No. 24-2026 requests authorization to submit a Community Project Application through the Ohio General Assembly Capital Budget to Senator Theresa Gavarone for \$2,743,000. The alternate river intake will provide the city with an alternate water source. A raw water pump station is to be installed on the Huron Boat Basin property with a 36" intake and 20" force main to the water filtration plant. River intakes have proven effective in combating frazil ice events that have rendered the Lake Erie intake inoperable. This intake could also be used during harmful algal blooms or contamination of Lake Erie, such as a chemical spill. This project will ensure that the water filtration plant will always be able to provide safe and potable water and maintain operations at all times.

Financial Review

There is no financial impact from this legislation.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion approving Resolution No. 24-2026 is in order.

[Resolution No. 24-2026 Theresa Gavarone 136th Assembly Capital Budget Community Project Appl Alternate Intake Project \\$2,743,000.docx](#)

[Resolution No. 24-2026 Exh A Theresa Gavarone 136th GA Capital Budget Application Secondary Intake \\$2,743,000 \(1\).pdf](#)

RESOLUTION NO. 24-2026

Introduced by Tom Harris

A RESOLUTION RATIFYING SUBMISSION OF A GRANT APPLICATION TO OHIO STATE SENATOR THERESA GAVARONE’S 136th GENERAL ASSEMBLY 2027/28 CAPITAL BUDGET COMMUNITY PROJECT RELATING TO THE HURON RIVER RAW WATER ALTERNATE INTAKE PROJECT IN AN AMOUNT NOT TO EXCEED TWO MILLION SEVEN HUNDRED FORTY-THREE THOUSAND AND XX/100 DOLLARS (\$2,743,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD(S) IN AN AMOUNT NOT TO EXCEED TWO MILLION SEVEN HUNDRED FORTY-THREE THOUSAND AND XX/100 DOLLARS (\$2,743,000.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron has made a grant application to Ohio State Senator Theresa Gavarone’s 136th General Assembly 2027/28 Capital Budget Community Project relating to the Huron River Raw Water Alternate Intake 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 Ohio State Senator Theresa Gavarone’s 136th General Assembly 2027/28 Capital Budget Community Project; and

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

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

SECTION 1. That the Council of the City of Huron hereby ratifies submission of a grant application to Ohio State Senator Theresa Gavarone’s 136th General Assembly 2027/28 Capital Budget Community Project to become eligible for potential funding assistance relating to the Huron River Raw Water Alternate Intake Project in an amount not to exceed Two Million Seven Hundred Forty-Three Thousand and xx/100 Dollars (\$2,743,000.00).

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 Ohio State Senator Theresa Gavarone’s 136th General Assembly 2027/28 Capital Budget Community Project in an amount not to exceed Two Million Seven Hundred Forty-Three Thousand and xx/100 Dollars (\$2,743,000.00).

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: _____



136TH GENERAL ASSEMBLY CAPITAL BUDGET

COMMUNITY PROJECT APPLICATION



NOTE: THIS APPLICATION CAN BE USED FOR SUBMISSION TO BOTH OHIO HOUSE AND SENATE MEMBERS
PLEASE SUBMIT THIS APPLICATION TO BOTH THE REPRESENTATIVE AND SENATOR WHOSE DISTRICT
CONTAINS THE POTENTIAL PROJECT

APPLICATIONS ARE DUE TO MEMBER OFFICES BY THURSDAY, MARCH 12TH

APPLICANT CONTACT INFORMATION						
Name		Title		Organization		
Street address				Unit/Room #		
City		State		County	Zip	
Phone			Email address			

REQUIRED INFORMATION FOR COMMUNITY PROJECT REQUESTS	
Project name	
Brief description of the overall project; detail the purpose of the request and include specifically how capital dollars would be used	
Physical location of project Include full address and county	
Legal entity name (DBA) on file with Secretary of State and name of organization sponsoring the project	
Owner of assets/facility during project	
Owner of assets/facility upon completion of project	
Total project cost	
	Project cost over next three capital biennia <i>(total of three rows below must add up to total project cost):</i>
FY 2027-28	
FY 2029-30	
FY 2031-32	
	State and non-state funding <i>(state funds requested and non-state funding must add up to total project cost)</i>
Amount of capital funding requested for FY 2027-28	
Total of non-state funding including private, not-for-profit, local, and federal funds	
	Non-state funding sources <i>(total of rows below must add up to total non-state funding):</i>
Source 1:	Amount from source:
Source 2:	Amount from source:
Source 3:	Amount from source:

<p>Has this project received state funding in the past? YES <input type="checkbox"/> NO <input type="checkbox"/></p>	<p>If YES, how much and when? (identify previous legislation and General Assembly)</p>
<p>Will this project request state funding in the future? YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>*Note: future capital funding is not guaranteed, and a future application must be submitted in subsequent General Assemblies</p>	<p>If YES, how much?</p>
<p>Description of use by or involvement of private for-profit businesses, not-for-profit entities, or federal government</p>	
<p>Identification of the annual amount of and source(s) of funding for ongoing operational costs</p>	
<p>Description of public benefits and summary of public access</p>	
<p>Additional information to assist in evaluating project</p>	



TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Resolution No. 25-2026 (*submitted by Jack Evans*)
DATE: March 24, 2026

Subject Matter/Background

AS SUBMITTED BY JACK EVANS, WATER SUPERINTENDENT:

Resolution No. 24-2026 requests authorization to submit a Community Project Application through the Ohio General Assembly Capital Budget to Ohio Representative J. D. Swearingen for \$2,743,000. The alternate river intake will provide the city with an alternate water source. A raw water pump station is to be installed on the Huron Boat Basin property with a 36" intake and 20" force main to the water filtration plant. River intakes have proven effective in combating frazil ice events that have rendered the Lake Erie intake inoperable. This intake could also be used during harmful algal blooms or contamination of Lake Erie, such as a chemical spill. This project will ensure that the water filtration plant will always be able to provide safe and potable water and maintain operations at all times.

Financial Review

There is no financial impact from this legislation.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion approving Resolution No. 25-2026 is in order.

[Resolution No. 25-2026 Representative Swearingen 136th Assembly Capital Budget Community Project Appl Alternate Intake \\$2,743,000 \(2\).docx](#)

[Resolution No. 25-2026 Exh A D J Swearingen 136th GA Capital Budget Application Secondary Intake \\$2,743,000 \(1\).pdf](#)

RESOLUTION NO. 25-2026

Introduced by Tom Harris

A RESOLUTION RATIFYING SUBMISSION OF A GRANT APPLICATION TO OHIO STATE REPRESENTATIVE D. J. SWEARINGEN'S 136th GENERAL ASSEMBLY 2027/28 CAPITAL BUDGET COMMUNITY PROJECT RELATING TO THE HURON RIVER RAW WATER ALTERNATE INTAKE PROJECT IN AN AMOUNT NOT TO EXCEED TWO MILLION SEVEN HUNDRED FORTY-THREE THOUSAND AND XX/100 DOLLARS (\$2,743,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD(S) IN AN AMOUNT NOT TO EXCEED TWO MILLION SEVEN HUNDRED FORTY-THREE THOUSAND AND XX/100 DOLLARS (\$2,743,000.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron has made a grant application to Ohio State Representative D. J. Swearingen's 136th General Assembly 2027/28 Capital Budget Community Project relating to the Huron River Raw Water Alternate Intake 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 Ohio State Representative D. J. Swearingen's 136th General Assembly 2027/28 Capital Budget Community Project; and

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

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

SECTION 1. That the Council of the City of Huron hereby ratifies submission of a grant application to Ohio State Representative D. J. Swearingen's 136th General Assembly 2027/28 Capital Budget Community Project to become eligible for potential funding assistance relating to the Huron River Raw Water Alternate Intake Project in an amount not to exceed Two Million Seven Hundred Forty-Three Thousand and xx/100 Dollars (\$2,743,000.00).

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 Ohio State Representative D. J. Swearingen's 136th General Assembly 2027/28 Capital Budget Community Project in an amount not to exceed Two Million Seven Hundred Forty-Three Thousand and xx/100 Dollars (\$2,743,000.00).

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: _____



136TH GENERAL ASSEMBLY CAPITAL BUDGET

COMMUNITY PROJECT APPLICATION



*NOTE: THIS APPLICATION CAN BE USED FOR SUBMISSION TO BOTH OHIO HOUSE AND SENATE MEMBERS
PLEASE SUBMIT THIS APPLICATION TO BOTH THE REPRESENTATIVE AND SENATOR WHOSE DISTRICT
CONTAINS THE POTENTIAL PROJECT*

APPLICATIONS ARE DUE TO MEMBER OFFICES BY THURSDAY, MARCH 12TH

APPLICANT CONTACT INFORMATION						
Name		Title		Organization		
Street address				Unit/Room #		
City		State		County		Zip
Phone			Email address			

REQUIRED INFORMATION FOR COMMUNITY PROJECT REQUESTS	
Project name	
Brief description of the overall project; detail the purpose of the request and include specifically how capital dollars would be used	
Physical location of project Include full address and county	
Legal entity name (DBA) on file with Secretary of State and name of organization sponsoring the project	
Owner of assets/facility during project	
Owner of assets/facility upon completion of project	
Total project cost	
	Project cost over next three capital biennia <i>(total of three rows below must add up to total project cost):</i>
FY 2027-28	
FY 2029-30	
FY 2031-32	
	State and non-state funding <i>(state funds requested and non-state funding must add up to total project cost)</i>
Amount of capital funding requested for FY 2027-28	
Total of non-state funding including private, not-for-profit, local, and federal funds	
	Non-state funding sources <i>(total of rows below must add up to total non-state funding):</i>
Source 1:	Amount from source:
Source 2:	Amount from source:
Source 3:	Amount from source:

<p>Has this project received state funding in the past? YES <input type="checkbox"/> NO <input type="checkbox"/></p>	<p>If YES, how much and when? (identify previous legislation and General Assembly)</p>
<p>Will this project request state funding in the future? YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>*Note: future capital funding is not guaranteed, and a future application must be submitted in subsequent General Assemblies</p>	<p>If YES, how much?</p>
<p>Description of use by or involvement of private for-profit businesses, not-for-profit entities, or federal government</p>	
<p>Identification of the annual amount of and source(s) of funding for ongoing operational costs</p>	
<p>Description of public benefits and summary of public access</p>	
<p>Additional information to assist in evaluating project</p>	



TO: Mayor Tapp and City Council
FROM: Terri Welkener , Clerk of Council
RE: Resolution No. 26-2026 (*submitted by Doug Steinwart*)
DATE: March 24, 2026

Subject Matter/Background

This summary relates to both Resolution No. 26-2026 and Resolution No. 27-2026:

Resolution No. 26-2026

In order to be eligible to participate in the Erie MetroParks 2026 Local Park Capital Improvement Grant Program City Council must adopt a "Resolution of Cooperation" with their organization. This resolution must be signed by three members of Council, one of whom must be the Mayor.

Resolution No. 27-2026

This resolution requests authorization of Council to submit an Application to the Erie MetroParks 2026 Local Park Capital Improvement Grant Program in a total amount of \$9,000.00. Funding for this Local Capital Improvement Grant Program has been provided by the Erie MetroParks Board of Park Commissioners as a component to the Park District's property tax levy. These are reimbursement grants that will be distributed after the project is completed. Municipalities are allowed to make application for one project not to exceed \$10,000.

The Parks & Recreation Department would use funds awarded on this initial application for replacement of new roofs on two picnic shelters at the Boat Basin. These shelters are heavily used, located in a highly visible location and would match the existing marina building shingles.

Financial Review

These resolutions allow the City to apply to the Erie Metroparks 2026 Local Park Capital Improvement Grant. If awarded, the grant award will be reimbursed from the Erie Metroparks following payment of the project cost. There is no local match; therefore, the City is not expected to use any City funds to pay for the project.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 26-2026 is in order.

[Resolution No. 26-2026 Erie Metroparks Local Park Cap Imp Grant Res of Cooperation \(1\).docx](#)

ERIE METROPARKS
2026 LOCAL PARK CAPITAL IMPROVEMENT GRANT PROGRAM
RESOLUTION NO. 26-2026
CITY OF HURON
Introduced by Mark Claus

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

WHEREAS, the City of Huron desires to utilize funding available through the 2026 Erie MetroParks Local Park Capital Improvement Grant Program.

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

SECTION 1. That the Cit of Huron agrees to cooperate for the purposes of increasing and improving outdoor recreation opportunities under the terms and conditions of the “2026 Local Park Capital Improvement Grant Program” administered by the Erie MetroParks Board of Park Commissioners.

SECTION 2. That Stuart Hamilton, City Manager, is hereby authorized to apply to the Erie MetroParks Board of Park Commissioners for funding assistance from the “2026 Local Park Capital Improvement Grant Program.”

SECTION 3. That this resolution was presented and acted upon at an open/public meeting of the Huron City Council held on March 24, 2026 in accordance with the Ohio Open Meetings Laws.

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

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

GOVERNING BODY OF APPLICANT AGENCY

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

Mark Claus, Councilmember

ADOPTED: _____

William Biddlecombe, Vice-Mayor



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Resolution No. 27-2026 (*submitted by Doug Steinwart*)
DATE: March 24, 2026

Subject Matter/Background

This summary relates to both Resolution No. 26-2026 and Resolution No. 27-2026:

Resolution No. 26-2026

In order to be eligible to participate in the Erie MetroParks 2026 Local Park Capital Improvement Grant Program City Council must adopt a "Resolution of Cooperation" with their organization. This resolution must be signed by three members of Council, one of whom must be the Mayor.

Resolution No. 27-2026

This resolution requests authorization of Council to submit an Application to the Erie MetroParks 2026 Local Park Capital Improvement Grant Program in a total amount of \$9,425.00. Funding for this Local Capital Improvement Grant Program has been provided by the Erie MetroParks Board of Park Commissioners as a component to the Park District's property tax levy. These are reimbursement grants that will be distributed after the project is completed. Municipalities are allowed to make application for one project not to exceed \$10,000.

The Parks & Recreation Department would use funds awarded on this initial application for replacement of new roofs on two picnic shelters at the Boat Basin. These shelters are heavily used, located in a highly visible location and would match the existing marina building shingles.

Financial Review

These resolutions allow the City to apply to the Erie Metroparks 2026 Local Park Capital Improvement Grant. If awarded, the grant award will be reimbursed from the Erie Metroparks following payment of the project cost. There is no local match; therefore, the City is not expected to use any City funds to pay for the project.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 27-2026 is in order.

[Resolution No. 27-2026 Erie Metroparks 2026 Local Parks Cap Imp Grant \\$9,425.docx](#)

[Resolution No. 27-2026 Exh A Erie MetroParks 2026 Local Park Capital Improvement Grant Program.pdf](#)

RESOLUTION NO. 27-2026

Introduced by Mark Claus

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO ERIE METROPARKS – 2026 LOCAL PARK CAPITAL IMPROVEMENT GRANT PROGRAM RELATING TO REPLACEMENT OF THE ROOFS ON TWO (2) PICNIC SHELTERS AT THE HURON MUNICIPAL BOAT BASIN IN AN AMOUNT NOT TO EXCEED NINE THOUSAND FOUR HUNDRED TWENTY-FIVE AND XX/100 DOLLARS (\$9,425.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD IN AN AMOUNT NOT TO EXCEED NINE THOUSAND FOUR HUNDRED TWENTY-FIVE AND XX/100 DOLLARS (\$9,425.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron desires to seek grant funding from the Erie Metroparks – 2026 Local Park Capital Improvement Grant Program seeking funding for replacement of the roofs on two (2) picnic shelters located at the Huron Municipal Boat Basin (the “Project”);

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

WHEREAS, City Council must also pass a Resolution of Cooperation (Resolution No. 26-2026) relating to participating in the Erie Metroparks - Local Park Capital Improvement Grant Program;

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

WHEREAS, the City of Huron must direct and authorize the City Manager, 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 authorizes submission of a grant application to the Erie Metroparks – 2026 Local Park Capital Improvement Grant Program to become eligible for potential funding assistance relating to replacement of the roofs on two (2) picnic shelters located at the Huron Municipal Boat Basin in an amount not to exceed Nine Thousand Four Hundred Twenty-Five and xx/100 Dollars (\$9,425.00).

SECTION 2. If grant funds are awarded, the City Manager is further authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Erie Metroparks for a 2026 Local Parks Capital Improvement Grant in the amount not to exceed Nine Thousand and xx/100 Dollars (\$9,000.00), 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: _____

ERIE METROPARKS

BOARD OF PARK COMMISSIONERS

Don Miears
Troy Wisehart
Margaret Murray

EXECUTIVE DIRECTOR

Melissa Price
mprice@eriemetroparks.org

CONTACT

Address:
3910 Perkins Ave.
Huron, Ohio 44839

Phone:
(419) 625-7783

Email:
behere@eriemetroparks.org

Web:
eriemetroparks.org

February 11, 2026

To: Potential Local Park Capital Improvement Grant Applicants

It is with great pleasure that I announce another round of Erie MetroParks Local Park Capital Improvement Grant Program. The Board of Park Commissioners has authorized the distribution of up to \$80,000 for 2026 program awards.

Attention Applicants: If you have any questions at all-, please feel free to contact Sue Daniel at sdaniel@eriemetroparks.org or 419-625-7783 ext.232 with any questions or concerns. The application packet will be emailed to you. Please reach out to us if you, or someone at your organization does not receive an email by February 24th.

After February 24, 2026, application forms will be available via email request at: sdaniel@eriemetroparks.org or you may pick them up at The Frost Center office, please call or email ahead of time if picking up applications.

Applications must be submitted to the Park District office no later than **Friday, April 17, 2026, at NOON, 12:00 pm**. Please include documentation that clearly supports the estimated cost of proposed projects. **Five copies of the application are needed, one original and four copies.** A grant panel will review the applications and make award recommendations to the park board. In reviewing the applications, the panel will consider conformance with application requirements, safety issues, cost/benefit ratio, maintenance of existing facilities, and population served.

These are reimbursement grants. Therefore, funding will be distributed after the project is completed and final reports are received.

In order to streamline the application process, applicants may submit a maximum of one project for up to \$10,000 total.

The Board of Park Commissioners and I recognize the importance of partnering together to connect our visitors with recreational opportunities. Since the inception of this grant program, an amazing \$723,378.00 has been distributed throughout Erie County to provide safer parks and maximize recreational access for our residents!

Birmingham School MetroPark • Castalia Quarry MetroPark • The Coupling MetroPark
East Sandusky Bay MetroPark • Edison Woods MetroPark • Hoffman Forest MetroPark
Huron River Path MetroPark • Osborn MetroPark • Milan Towpath MetroPark
Wakefield MetroPark • Thomas Williams MetroPark



ERIE METROPARKS

Should you have any questions, or if we can be of any assistance in the planning or implementation of your project, please feel free to call Administrative Coordinator, Sue Daniel at 419-625-7783 ext. 232 or e-mail sdaniel@eriemetroparks.org.

Sincerely,



Melissa Price
Executive Director



Erie MetroParks

Local Park Capital Improvement Grant Program

General Information and Program Requirements

Funding for this Local Park Capital Improvement Grant Program (LPCIGP) has been provided by the Erie MetroParks Board of Park Commissioners (EMP) as a component of the Park District's property tax levy. It was the consensus of the Board that a program of assistance to local public park/recreation agencies would allow each county resident to receive maximum benefit from his/her tax dollars by assuring greater accessibility to quality outdoor recreation areas. Program funding is determined by the Park Board on an annual basis.

While this grant program can provide up to 100% of project funding assistance to local political subdivisions of the State of Ohio, a **commitment to project cost sharing is highly encouraged**. Please request only whole dollars; projects which include requests for funding with cents could lose eligibility.

Applicant Eligibility

Political subdivisions of the State of Ohio (cities, villages, townships, county, etc.) are eligible to apply for funding, provided the agency is responsible for outdoor park and recreation facilities and is located all or part in Erie County. The Board, Council or other legislative body must pass a general resolution or ordinance indicating agreement for participation in the program and compliance with the terms of the program. An eligibility questionnaire must be completed and submitted every year by each subdivision/organization applying for grant funding.

Project Eligibility

The area for which grant funding is intended must be owned by or under long term lease to the entity applying for the grant. Grant awards are to be used for permanent improvements to outdoor recreation facilities and are **NOT** to be utilized for operational or administrative costs.

Separate grant application forms are to be completed for each project request.

The goal of this grant program is to enhance public outdoor recreation opportunities within Erie County. The awards will be made on the basis of conformance with program requirements, **safety issues**, cost/benefit ratio, maintenance and operational history and past grant performance of grant recipients.

If you are applying for playground equipment, the equipment **must** be IPEMA Certified. (International Playground Equipment Manufacturers' Association, www.ipema.org)

Grant applications will be reviewed by a grant panel made up of Park and Recreation professionals from other counties. This Grant Panel will make a funding recommendation to the EMP Board of Park Commissioners, who will make a final determination on grant funding allocations. Decisions of the Board of Park Commissioners with regard to project approval may not be appealed.

Please Note

To streamline the application process, applicants may submit a maximum of one project for up to \$10,000 total.

NOTE: if project scope is changed, project funding may vary accordingly.

Compliance with Federal, State and Local Laws

Federal, state, and local laws pertaining to non-discrimination, Ohio and federal minimum wage legislation, prevailing wage thresholds, bidding requirements, building codes, zoning, health regulations, conflict of interest rules and related regulations must be met at all times. Compliance with these requirements, as applicable, remains the responsibility of the recipient of the grant funds.

Additional Requirements

Recipients must maintain a sign posted near or at the grant improvement(s), which identifies the area as having benefited from the Erie MetroParks Local Park Capital Improvement Grant Program. In addition, park improvements, which have received grant funding, must be open and accessible to the general public. Fees charged (if any) for use of improved facilities may not substantially penalize non-residents.

Projects must be completed in the year in which they were awarded. Upon completion of a project, the project sponsor must file a final project report with the Park District to get **reimbursed** for the project. This report shall include all costs associated with the project and have copies of associated paid invoices, etc. attached. **Failure to provide final report and/or required signage will result in loss of eligibility for reimbursement and/or future funding. Reimbursement will be made for actual funds used only.**

Any questions regarding the LPCIGP should be directed to EMP Administrative Coordinator, Sue Daniel at 419-625-7783 ex.t 232, or by e-mail at sdaniel@eriemetroparks.org.

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

**2026 IMPORTANT DATES: APRIL 17, 2026, GRANTS DUE
MAY 8, 2026, GRANTS JUDGED/ AWARDED
NOV. 20, 2026, ALL GRANTS MUST BE COMPLETED
AND FINAL REPORT TURNED IN BY 12:00 NOON.**

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

***REQUIRED FORMS IN APPLICATION PACKET**

_____ Project Application;
include checkmark of whether request is for a cost-sharing grant.

_____ Applicant Eligibility Form (Annually)

_____ Resolution of Participation (**Required annually**)

_____ Proof of Project site area ownership, lease or management agreement

_____ Project Cost Justification: (eg: contractor price quote, supplier price quote, copy of equipment supply catalog, etc.)

_____ One FULL Original Application with attachments and an additional **FOUR copies**.

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

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

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

_____ Have all previously funded projects been completed.

_____ Have final reports been filed for all funded projects (Final reports must include required paid invoices and related documents) before Nov. 20, 2026, in order to receive the payment. Otherwise grant award will be forfeited.

_____ Have required grant program signage placed and maintained. (Provide site photo.)

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

Project Application 2026

The deadline for returning completed application forms is **12:00pm Friday, APRIL 17, 2026**. Applications received after this deadline will not be considered for grant awards. Thank you for not asking us to make exceptions, or offer extensions. Deliver applications to Attn.: Administrative Coordinator Sue Daniel, 3910 Perkins Avenue, Huron, OH 44839. For further information call Sue Daniel at 419-625-7783 ext. 232 or e-mail sdaniel@eriemetroparks.org

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

Governing Body Huron City Council Contact Person Doug Steinwart

Mailing Address 417 Main Street, Huron, Ohio 44839

E-mail Address Doug.Steinwart@huronohio.us Daytime Telephone 419-433-4848 ext. 1710

Name and Location of Park or Facility Huron Boat Basin Picnic Shelters, located at the Huron Boat Basin, adjacent to the Harbor Building, 330 N Main Street in Huron, Ohio.

Brief Description of Project To extend the life and usability of the two, free, public picnic shelters at the Huron Boat Basin by replacing the roofs on both structures.

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

Cost Analysis of Project:	Item Description	Cost Estimate
	Labor	\$ _____
	Materials/Equipment	\$ _____
	Contracted Services	\$ _____
	Acknowledgement Sign	\$ EMP Provides
	PROJECT TOTAL	\$ 9,425
Grant Amount Requested From Park District (No Cents)		\$ 9,425
*I will accept a partial grant award (please mark one) YES		X or NO

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

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

Erie MetroParks
2026 Local Park Capital Improvement Grant Program
RESOLUTION # _____

(Applicant)

RE: Resolution Agreeing to Cooperate for the Purpose of Providing Outdoor Recreation Improvements

WHEREAS,

(Governing Body of the Applicant)

desires to utilize funding available through the 2026 Erie MetroParks Local Park Capital Improvement Grant Program; and

NOW, THEREFORE BE IT RESOLVED, that

1. _____
(Governing Body of Applicant)

agrees to cooperate for the purposes of increasing and improving outdoor recreation opportunities under the terms and conditions of the "2026 Local Park Capital Improvement Grant Program" administered by the Erie MetroParks Board of Park Commissioners.

2. _____, _____ is hereby authorized to apply
(Name) (Title)

to the Erie MetroParks Board of Park Commissioners for funding assistance from the "2026 Local Park Capital Improvement Grant Program".

3. this resolution was presented and acted upon at an open/public meeting of

(Governing Body of Applicant)

held on _____ in accordance with Ohio Open Meeting Laws.

(Date)

GOVERNING BODY OF APPLICANT AGENCY

Chairman, Mayor, President, etc.

Other Official

Other Official

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

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

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

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

Contact Person Doug Steinwart Title Huron Parks & Recreation Director

Mailing Address 417 Main Street, Huron, OH 44839

Daytime Telephone Number 419-433-4848 ext. 1710 E-mail Doug.Steinwart@huronohio.us

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

How are capital projects currently funded? General Fund

Total budget for (current budget year) \$ \$550,000

How are your maintenance and programming currently being accomplished and funded _____
General fund and registration fees

Please provide a list of your facilities/recreational areas: _____
Please see attached list

Total acreage 70 acres Estimated annual visitation Approx. 750,000

What is the population of the service area 6,922

Please describe facilities provided within your parks (pools, athletic fields, trails, shelters, playgrounds, restrooms, etc.) _____
Please see attached list.

Please describe programming provided; (i.e. leagues, special events, scheduled programs, etc.) _____
Please see attached list

Please provide a list of your facilities/recreational areas:

- Andrew L. Fabens Memorial Park
- Flemmond's Landing
- Huron Boat Basin Marina & Amphitheater
- Huron River Boat Access
- Lake Front Park
- Lake Shore Electric Trail
- Nickel Plate Park & Beach
- Oklahoma Park
- Rotary Centennial Park
- Huron Pier
- McCormick Skate Park
- Dancing Waters Park

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

- Beaches
- Athletic Fields
 - Baseball
 - Softball
 - Tennis
 - Pickleball
 - Batting Cages
- Picnic Shelters
 - Picnic Tables
- Trails
 - Walking
 - Bicycle
- Playgrounds
- Restrooms
 - Drinking fountain
- Grills
- Gazebos
- Scenic Areas

The **City of Huron Parks & Recreation Department** provides a wide range of programming focused on youth, adults, and families, emphasizing recreation, education, and community engagement.

Programming includes:

- **Youth & Teen Programs:** Summer camps (sports, arts & crafts, themed camps), tennis and golf camps, and educational programs
- **Adult Programs:** Fitness and wellness offerings such as yoga and other recreational activities
- **Special Events & Community Activities:** Seasonal events, festivals, movie nights, and holiday celebrations that bring residents together
- **General Recreation Opportunities:** Access to parks, shelters, and organized activities that promote outdoor recreation and community use

Overall, the department delivers year-round programming that supports active lifestyles, family engagement, and community connection.



ROOFS ON BOTH PAVILIONS

FEB 23, 2026

HURON BOAT BASIN

330 North Main St.

Huron, OH

44839

bryan.edwards@huronohio.us

4194334848

jared@horvathroofing.net

4197064149



INTRODUCTION

Hi Doug,

We recognize that safeguarding the people and possessions that hold the most value to you is of utmost importance. Your roof serves as the primary shield against the forces of nature, shielding your home from the elements and ensuring that everything inside remains safe and dry.

Thank you for the opportunity to quote on the repairs and improvements to your home. Please find your estimate below along with upgrade options for potential improvements to your project, if applicable.

The following estimate is for:

1. Removal and disposal of old materials
2. Supply and installation of new materials
3. Clean up of entire work area (all nails and other materials)

Once the job is complete, we will perform a thorough inspection of your project to make sure we did everything correctly and up to our strict standards and the site is spotless.

If you have any questions, please give me a call. We always want to provide the best value to our clients.

Kind regards,

Jared Payne
jared@horvathroofing.net
4197064149



GAF HDZ- STANDARD PACKAGE

Description

Roof Material Section

MTRL- GAF TIMBERLINE HDZ

GAF TIMBERLINE HDZ: offers the look people love, now with LayerLockTechnology and the StainGuard Plus Algae Protection Limited Warranty.

MTRL- DRIP EDGE

1-1/2" DRIP EDGE:

metal flashing that can be used to protect the eaves or the rakes of your home and prevents rain from going behind the gutters and/or fascia potentially causing damage.

MTRL- Resisto Ice & Water Barr

-Install New Resisto Ice & Water Barrier along all the eaves, and in all the valleys

MTRL -GAF PRO-STARTER SHINGLE

GAF Pro-Start Starter Strips are made with a high-quality, properly positioned adhesive applied at the factory to help prevent shingle blow-off.

MTRL - GAF FELTBUSTER UNDRLAY

FeltBuster® Synthetic Roofing Felt is a value-priced upgrade for typical asphalt felts that helps provide long lasting protection against wind-driven rain from infiltrating under your shingles.

MTRL-GAF SEAL-A-RIDGE® HRS

Seal-A-Ridge® Protective Ridge Cap Shingles offer protection at high stress areas of your roof (the hips and ridges)

MTRL- Solar Seal

is a material used to seal joints or seams against leakage in various structures.

MTRL- 1/2" OSB 4X8

1/2" OSB 4X8:covers the cost of time and labor to install new roof decking due to rot or improper coverage of current decking material.

**Includes up to "3" Sheets of Decking Replacement.

Any additional Amount requiring replacement will be done so @\$90/sheet**

Roof Labor Section

LBR- Standard Shingle Install

Covers the cost of time and labor for shingle, felt, & accessory removal & replacement

LBR- Replace Decking

-Remove & Replace OSB / Decking

Warranty Section

- Includes 50 Year Limited Warranty on Labor & Materials

Includes 2 year Horvath Workmanship Warranty

Estimate subtotal \$9,423.79

Total \$9,423.79

Tear Off existing Materials
Replace up to 3 sheets of any damaged wood
Install New GAF Roof System



TO: Mayor Tapp and City Council
FROM: Jack Evans
RE: Resolution No. 28-2026 (*submitted by Jack Evans*)
DATE: March 24, 2026

Subject Matter/Background

AS SUBMITTED BY JACK EVANS, WATER SUPERINTENDENT:

At the prior Council meeting held on March 10, 2026, Council approved Change Orders #1 and #2 from Landmark Construction totaling \$56,605 for installation of an interior inspection rail (CO #1 - \$35,000) and cable safety climb (CO #2 - \$21,605) relating to the 2.0 MG Elevated Water Storage Tank Project. Copies of Resolution Nos. 16-2026 and 17-2026 as adopted on March 10, 2026 are attached as Exhibits 1 and 2 for reference. Subsequent to approval of the two (2) Change Orders, the City learned that these additional costs can be covered by the loan obtained from the Ohio EPA Division of Environmental and Financial Assistance (DEFA) for this Project, and now requests Council authorization to fund these Change Orders with the WSRLA loan proceeds.

The City previously sought approval from Council to apply for the loan from the Water Supply Revolving Loan Account (WSRLA) through the Ohio EPA Division of Environmental and Financial Assistance (DEFA) in the amount of \$5,227,430.00. This loan's purpose is to fund the remaining balance of construction of the New 2.0 MG Water Tower. The Engineer's Estimate for this project totals \$10,157,800.00, which includes a 20% standard contingency equating to \$1,637,000.00. A loan fee of 1.35% applies to all WSRLA loans, amounting to \$69,630.00 for this project, resulting in a total estimated cost of \$10,227,430.00. The \$56,605 in Change Order costs will be paid out of the contingency fees previously approved.

The \$5,000,000.00 grant from the Department of Development will be fully utilized prior to requesting any loan disbursements. This legislation seeks to add the cost of the two (2) Change Orders referenced above to the WSRLA, bringing the new total estimated cost of the project to \$8,469,605 (not including contingency funds) as set forth on the WPCLF/WSRLA Contract Change Order attached to Resolution No. 28-2026 as Exhibit "A". Staff does not believe that these change orders will cause an increase in the estimated amount the loan ultimately requested to exceed the \$5,227,430 previously authorized by Council. The City will be responsible solely for repaying the portion of the loan that is utilized. The loan term will be 30-years and rates are expected to be zero- or low-interest.

Financial Review

These previously reviewed project change orders are ideal candidates for contingency fund usage. As stated in the legislation background, the change order amounts fit well within the contingency availability and will be funded by grants or a low interest loan with OWDA.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 28-2026 is in order.

[Resolution No. 28-2026 Exh 1 Res 16-2026 \(adopted 3-24-26\) Landmark Structures CO1 2MG Elevated Water Tank \\$35,000.pdf](#)

[Resolution No. 28-2026 Exh 2 Res 17-2026 \(adopted 3-24-26\) Landmark Structures CO2 2MG Elevated Water Tower \\$21,605.pdf](#)

[Resolution No. 28-2026 Exh 3 Res 43-2025 \(adopted 06-10-2025\) WSRLA loan 2.0MG Elevated water tank project \\$5,157,800\) \(2\).PDF](#)

[Resolution No. 28-2026 WPCLF SWRLA 2 MG Elevated Water Tank Contract Change Order \\$56,605.docx](#)

[Resolution No. 28-2026 Exh A WPCLF WSRLA Contract Change Order](#)

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.

ATTEST:


Clerk of Council


William Biddlecombe, Vice-Mayor

ADOPTED:





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.

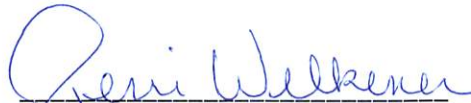
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

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.

ATTEST:


Clerk of Council


William Biddlecombe, Vice-Mayor

ADOPTED:

10 MAR 2026





PCCO #002

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

RESOLUTION NO. 43-2025

Introduced by Matt Grieves

A RESOLUTION RATIFYING THE CITY MANAGER'S APPLICATION FOR, AND AUTHORIZING THE CITY MANAGERS ACCEPTANCE AND ENTERING INTO, A WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) AGREEMENT ON BEHALF OF THE CITY OF HURON FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF WATER FACILITIES RELATED TO THE 2.0 MG ELEVATED WATER TANK PROJECT; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN.

WHEREAS, the City of Huron seeks to upgrade its existing water facilities; and

WHEREAS, the City of Huron intends to apply for Water Supply Revolving Loan Account (WSRLA) for the planning, design and/or construction of the water facilities related to the 2.0 MG Elevated Water Tank Project; and

WHEREAS, the Ohio Water Supply Revolving Loan Account (WSRLA) requires the government authority to pass legislation for application for a loan and the execution of an agreement, as well as designating a dedicated repayment source.

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

SECTION 1: That the City Manager's application for a Water Supply Revolving Loan Account (WSRLA) with the Ohio Environmental Protection Agency and the Ohio Development Authority for planning, design and/or construction of water facilities related to the 2.0 MG Elevated Water Tank Project on behalf of the City of Huron, Ohio, is hereby ratified.

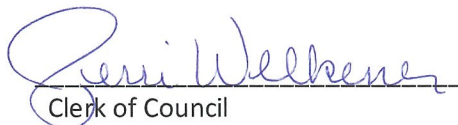
SECTION 2: That the City Manager is hereby authorized to sign all documents for and enter into a Water Supply Revolving Loan Account (WSRLA) with the Ohio Environmental Protection Agency and the Ohio Development Authority for planning, design and/or construction of water facilities related to the 2.0 MG Elevated Water Tank Project on behalf of the City of Huron, Ohio.


SECTION 3: That the dedicated source of repayment will be the Water Debt (602) Fund.

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

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

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

10 JUN 2025



**Division of Environmental & Financial Assistance (DEFA)
Office of Financial Assistance (OFA)**

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: 614.644.2798

E-mail: defamail@epa.ohio.gov

[Ohio EPA - Div. of Environmental & Financial Assistance](#)

This nomination form must be completed in its entirety and signed by the authorized representative, or designee, identified on TAB 1

Please review and follow the nomination form and submission instructions:

IMPORTANT INFORMATION

All documents must be signed and dated. Please submit fully completed nomination packages to:

defamail@epa.ohio.gov

Nominations with attachments more than 10 MB must be submitted via Ohio EPA's File Share system. The instructions and file share links are listed below.

[Ohio EPA's File Share System Instructions](#)

*** Please include the loan applicant's name and project name with the email subject line.**

**** ONLY electronic submittals will be accepted.**

***** PLEASE NOTE: Regardless of the number of nominations/re-nominations an entity submits, there will only be ONE auto-response from the DEFAMail submission box.**



**Division of Environmental and Financial Assistance (DEFA)
Office of Financial Assistance (OFA)**

Project Nomination General Instructions

Ohio EPA Wastewater and Drinking Water Loan Programs Overview

Water Pollution Control Loan Fund (WPCLF)

The WPCLF program offers planning, design, and construction loans for wastewater and storm water improvement projects that protect or improve water quality. Infrastructure improvements must be owned and operated by public entities.

Types of projects typically funded through the WPCLF program include, but are not limited to:

- Regionalization projects for consolidation of systems or extension into unsewered areas
- Wastewater treatment plant (WWTP) and collection system improvements
- Construction of new WWTP and sanitary sewers
- Excess sanitary sewer infiltration/inflow correction
- Combined sewer overflow correction
- Storm water projects

Where feasible, regionalization is the Agency preferred alternative for a new WWTP, plant expansion, major WWTP improvements or extensions to unsewered areas. Regionalization supports watershed planning and management, solves local challenges, cultivates collaboration, builds resiliency and eliminates duplicative services.

Regionalization can also enhance capacity to manage grants and loans as well as increase capability to afford and attract highly specialized employees. **A regionalization evaluation is required for design or construction nominations for the project types listed above.**

Project planning is required for all WPCLF design and construction projects. Planning funds can be used for the following plan development:

- [WPCLF Project Planning Guidance - includes Regionalization Evaluation criteria](#)

WPCLF assistance may also be available for activities that reduce nonpoint source water pollution:

- Home Sewage Treatment Systems (HSTS)
- Urban storm water runoff
- Source water/wellhead protection
- Surface water resource (streams, ponds, lakes, and wetlands) habitat protection and restoration

Water Supply Revolving Loan Account (WSRLA)

The WSRLA also offers planning, design, and construction loans for compliance-related and human health-related improvements to all community water systems (for-profit and non-profit) and non-profit, non-community water systems. Infrastructure improvements must be owned and operated by public water system.

Types of projects typically funded through the WSRLA program include, but are not limited to:

- Regionalization projects for consolidation of systems or connection of underserved areas
- Improvements to water treatment facilities
- Waterline improvements or extensions
- New water towers

Project planning is required for all WSRLA design and construction projects. An Ohio EPA Division of Drinking and Groundwaters (DDAGW) approved General Plan is required with the nomination of design and/or construction loans for new, replaced, rehabilitated, upgraded, or expanded water treatment plants and their components. [Visit DDAGW's](#) website for more information on General Plan review and submission process.

- [WSRLA Project Planning Guidance](#)

Financing

The WPCLF and WSRLA offer below-market interest rate loans. Direct loans are available to most public entities such as cities, villages, water and sewer districts, and some private borrowers. Special discounted interest rates are available for qualifying projects.

WPCLF and WSRLA may finance all eligible project costs, or in combination with other funding sources such as the Ohio Water Development Authority, the Ohio Public Works Commission, the Community Development Block Grant program, the Appalachian Regional Commission, or other funding agencies.

For more information on either program, visit the [DEFA Financial Assistance webpage](#).

General Instructions

Please read the instructions carefully and fill out the form in its entirety. Incomplete nominations may delay project review.

Information included in the nomination should be specific to the system related to the project. For example, if the borrower is applying for a water project, the nomination should only contain information on the water system.

Do not alter the nomination form. If additional space is required, please include additional documentation.

Please include with your nomination all the required documents pertaining to the type of loan being requested (planning, design, or construction).

Submit the signed nomination form without nomination instructions (Tabs 1-5) to defamail@epa.ohio.gov

Submit nominations with attachments 10 MB or smaller to defamail@epa.ohio.gov. Email subject line should include the community and project name.

Nominations with attachments larger than 10 MB must be submitted via [Ohio EPA's File Share system](#).

Nomination Checklist - Required Documents

The following checklist indicates the information necessary for Ohio EPA DEFA to review and prioritize projects. Ohio EPA may review all readily available project information in addition to the nomination submittal.

- A copy of legislation authorizing current water and sewer rates/tap-in fees. Please include both water and wastewater information. **Note: To obtain a loan from Ohio EPA, the Borrower is required to pledge user revenues derived from the ownership and operation of their system sufficient for repayment of the loan.**
 - Documentation supporting creation of water or sewer utility (for new systems) including proposed rate structure and schedule for collection of fees.
 - A map showing the project(s) location. The map should be either a 7.5 minute USGS topographic map, or a property map, that shows the project details.
 - Project planning information
[WPCLF Project Planning Guidance](#)
A Regionalization Evaluation is required for design or construction of a new WWTP, plant expansion, major WWTP improvements or extensions to unsewered area project
[WSRLA Project Planning Guidance](#)
 - A scope of services and/or an agreement for planning, design or construction engineering services.
 - For **Construction loans**, along with project planning information, submit any Basis of Design documents and/or Preliminary Engineering Reports.
 - Additional documentation requested or required on specific tabs (e.g., WSRLA, WPCLF). Failure to do so may impact your project's ranking.
 - Estimated construction cost for Emerging Contaminant or Lead Service Line work.
 - Readiness-to-Proceed documentation
- ★ ★ Once all nominations forms are **signed** and **dated**, please submit the completed package along with the abovementioned documents to:

defamail@epa.ohio.gov

1.0 Program Funding Selection

Please indicate what type of project funding is needed. A selection must be made for the nomination form to be reviewed.

- Wastewater Water Pollution Control Loan Fund (WPCLF)
Drinking Water Water Supply Revolving Loan Account (WSRLA)
HSTS Household Sewage Treatment System (HSTS)
WPCLF Re-Nomination
WSRLA Re-Nomination

2.0 Borrower's Information

Entity (County, City, Village, or District): City of Huron
County: Erie PWS ID: OH 2201011
Population served by the Project: 6,922
System Population: 6,922

3.0 Project Name and Description

Project Name: 2 MG Elevated Water Storage Tank

In the box below, please provide a brief description of the project for which you are requesting funding. NOTE: 400 character limit

The new 2.0 MG elevated tank is to provide additional storage for the city as their water use has continued to increase and increased storage will also provide additional finished water storage to help reduce the risk of impacts due to HAB contamination allowing the city to slow treatment production in the event of an outbreak.

4.0 Funding Type, Estimated Project Amounts, and Proposed Loan Award Date

Enter an estimated loan award date and amount. Enter the date as the 1st of the month in which the loan will be awarded. The estimated loan date will autofill the Project Schedule on TAB 5. No loans are awarded in November. For HSTS projects, the schedule is predefined; enter May for the Loan Award month along with the upcoming calendar year (i.e., May/2025). Enter the amount of HSTS principal forgiveness requested in the estimated loan amount column.

Table with 3 columns: Funding Type, Estimated Loan Award Date (month/year), and Estimated Loan Amount. Includes rows for Planning Loan, Design Loan, Construction Loan (Jul-25, \$5,157,800.00), and Household Sewage Treatment Systems.

5.0 Contact Information

Using the check boxes below, indicate the best project contact for addressing project related questions.

Borrower's Authorized Representative

Name: Matt Lasko, Title: City Manager, Telephone: 419-433-5000, Mobile: , Email: matt.lasko@huronohio.us

Authorized Representative's Designee and Additional Contact

Name: Tapp Monty, Title: Mayor, Telephone: 419-433-5000, Mobile: , Email: monty.tapp@huronohio.us

System Operator

Name: Jack Evans, Title: Water Superintendent, Telephone: 419-433-9502, Mobile: , Email: jack.evans@huronohio.us

Consulting Engineer

Name: Tom Borck, P.E./Michelle Hister, Title: Proj. Engr./Sr. Proj. Admin., Firm: Kleinfelder, Telephone: 419-352-7537/567-331-2691, Mobile: , Email: tborck@kleinfelder.com/mhister@kleinfelder.com

WRRSP Program Outreach

If your organization is interested in learning more about the WRRSP discount or sponsoring a project, please provide a contact name and e-mail below. Program staff will reach out to coordinate a meeting.

Contact Name: Email:

6.0 Available Programmatic Discounts

Check all that may be applicable to this project: If you wish to apply for a discount not listed below, please describe the proposed discount in the cover letter for the nomination. Principal Forgiveness eligibility is determined separately from discounts.

Wastewater Discounts:

- Regionalization Discount **0% interest rate funding for regionalization projects**
- Household Sewage Treatment Systems **Local Health Districts may be eligible for up to \$150,000 in principal forgiveness for HSTS repair and replacement**
- Back-up Power **Up to \$50,000 in principal forgiveness for back-up power equipment purchase**
- WRRSP **Water Resource Restoration Sponsor Program (WRRSP) sponsorship discount up to 0.1%**
- Water Reuse Discount **Water Reuse Discount - 0% interest rate**
- Green Project Reserve Discount **0.25% interest rate discount; A minimum 25% of total costs in one or more GPR category 1) Green Infrastructure; 2) Water Efficiency/Reuse; 3) Energy Efficiency; or 4) Environmentally Innovative**

Wastewater Emerging Contaminant Funding:

- Emerging Contaminants (EC) **For projects that address emerging contaminants, please provide estimated EC costs.**
Est EC Cost \$ _____
Est EC Cost _____

Drinking Water Discounts:

- Regionalization Discount **0% interest rate funding for regionalization projects**
- Emerging Contaminants **0% interest rate funding for projects that address (EC) Emerging Contaminants with a priority for PFAS (Per- and Polyfluoroalkyl Substances) projects. Nominations may be submitted throughout the program year for 0% funding.**
Est EC Cost _____
- Harmful Algal Bloom (HAB) Discount **0% interest rate funding for HAB projects. Nominations may be submitted throughout the program year**
- LSL Replacement Discount **0% interest rate funding for LSL (Lead Service Line) replacement projects. Nominations may be submitted throughout the program year.**
Est LSL Cost: _____

Please note: Estimated costs are required for Emerging Contaminant and Lead Service Line projects!

7.0 Source of Pledged Revenues

To obtain a loan from Ohio EPA, the Borrower is required to pledge the user revenues derived from the ownership and operation of their system (i.e. user charge system) as security for the loan. It can also be used as the dedicated source of repayment. The user revenues, after deductions for the operating and maintenance and previous debt obligations, must be able to support the repayment of the loan. However, unless prohibited by law, the Borrower can also choose any of the following as a dedicated source of loan repayment, with the user rates remaining as the security.

Please indicate the intended source of loan repayment below. (More than one source can be used.)

- User Charges
- General Taxes
- Assessments - Provide authorizing legislation
- Other: Indicate source _____
- Other: Indicate source _____

8.0 Other Funding Sources

Indicate any other loans and/or grants the entity may be securing for this project. Please include the estimated award date and amount.

	<u>Est. Award Date</u>	<u>Est. Amount</u>
Army Corp of Engineers (ACOE)	_____	_____
Appalachian Regional Commission (ARC)	_____	_____
Community Development Block Grant (CDBG)	_____	_____
Community Directed Spending (Federal)	_____	_____
ODOD Water & Wastewater Infrastructure Grant	_____	_____
Ohio Public Works Commission	_____	_____
Revenue Bonds	_____	_____
USDA-Rural Development Loans	_____	_____
Other (Specify Other Funding Source below)	_____	_____
ODOD Water & Wastewater Infrastructure Grant		\$5,000,000.00

9.0 WSRLA Project Information

What does the project entail? (Check the applicable boxes)

Type of Work:

- New Repair Rehabilitation Replacement Upgrade
 Other (specify): _____

Component Type:

- Source:** Well(s) Intake Structure **Treatment:** Water Plant Structure / Building

Treatment Process(es) (specify): _____

- Distribution:** Waterline Metering Water Storage Pump station
 Other (specify): _____

Project Description:

Briefly describe the work planned for component type checked. **NOTE: 500 character limit**

The new 2.0 MG elevated tank is to provide additional storage for the city as their water use has continued to increase and increased storage will also provide additional finished water storage to help reduce the risk of impacts due to HAB contamination allowing the city to slow treatment production in the event of an outbreak. This increased storage will allow the city operational flexibility to meet fluctuations in demand during the day and to adjust the plant treatment flow rate throughout the day depending on raw water quality. This tank will replace an existing 500,000 gallon tank in the same vicinity as the new tank.

What problem(s) does the project address? (Check the applicable boxes, if any)

- | | | |
|--|--|--|
| <input type="checkbox"/> Public health issue(s) | <input type="checkbox"/> Waterline breakage | <input checked="" type="checkbox"/> Inadequate storage |
| <input type="checkbox"/> MCL violation(s) | <input type="checkbox"/> Waterline undersized | <input type="checkbox"/> Tie-in of other PWS(s) |
| <input type="checkbox"/> Bacterial contamination | <input type="checkbox"/> Regionalization | <input type="checkbox"/> No Meters |
| <input type="checkbox"/> Chemical contamination | <input type="checkbox"/> Deteriorated intake | <input type="checkbox"/> Deteriorated meters |
| <input type="checkbox"/> Well contamination | <input type="checkbox"/> Insufficient plant capacity | <input type="checkbox"/> Unaccounted for water loss |
| <input type="checkbox"/> Insufficient source quantity | <input type="checkbox"/> Plant deterioration | <input type="checkbox"/> Distribution deterioration |
| <input type="checkbox"/> Insufficient pressure | <input type="checkbox"/> Disinfection residual violations | |
| <input checked="" type="checkbox"/> Other (specify): _____ | Will provide system storage to assist in the event of HAB blooms | |

Attach project planning information that describes in detail all of the checked boxes for all design and/or construction projects.

10.0 Water Rate Information

Is public drinking water currently provided to residents in the proposed project's service area? _____ Yes

If Yes, attach a copy of the Water and Wastewater Rate Ordinances or Resolutions and current rate structure (e.g., flat rate, base rate or step rate) as well as the billing period (i.e., monthly or quarterly).

If No, explain how residents will be charged or provide documentation:

11.0 General Plan / Detailed Plan Submittal Information

Has the general plan been submitted to DDAGW?	<u>No</u>	If Yes, Date: _____
Has DDAGW approved the general plan?	<u>No</u>	If Yes, Date: _____
Have detailed plans been submitted to DDAGW?	<u>No</u>	If Yes, Date: _____
Has DDAGW approved detailed plans?	<u>No</u>	If Yes, Date: _____

12.0 Project Schedules for Planning, Design, Construction, and HSTS

PLANNING SCHEDULE

- 1. Submit a complete Loan Application with dedicated source of repayment and draft engineering agreement with scope of planning activities to be funded through this loan (no later than 60 days prior to #3) _____
- 2. Sign loan documents and return to DEFA (no later than 15 days prior to #3) _____
- 3. We request a Planning Loan by (indicate the 1st of the Month in which Loan is requested) _____
- 4. Loan Awarded at OWDA Board Meeting (Loan awards can be scheduled for January through October and December – no November scheduled awards) _____

DESIGN SCHEDULE

- 1. Submit approvable Project Planning information, including complete I/I Analysis (generally 120 days prior to #4) _____

WSRLA design loans for water treatment plant projects must have an approvable General Plan submitted to Division of Drinking and Ground Waters through e-plan portal.

For PY2025 a Division of Surface Water Regionalization Evaluation is required for WPCLF design loans for a New WWTP, Plant Expansion, Major WWTP Improvements or Extension to Unsewered Areas projects.

- 2. Submit a complete Loan Application which should include the borrower's financial information, a certified copy of legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA and OWDA, a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (90 days prior to #4) _____
- 3. Sign loan documents and return to DEFA (no later than 15 days prior to #4) _____
- 4. We request a Design Loan by (1st of Month in which Loan is Awarded) _____
- 5. Loan Awarded at OWDA Board Meeting (Loan awards can be scheduled for January through October and December – no November scheduled awards) _____

CONSTRUCTION SCHEDULE

- 1. Submit approvable Project Planning information and Director's General Plan approval (if applicable), including complete I/I Analysis (generally 200 days prior to #8) _____ **12/13/2024**

Note: For WSRLA construction loan for water treatment plant projects must have an approved General Plan and approvable Detailed Plans submitted to Division of Drinking and Ground Waters through e-plan portal.

Note: For PY2025 a Division of Surface Water Regionalization Evaluation is required for WPCLF design and construction loans for a New WWTP, Plant Expansion, Major WWTP Improvements or Extension to Unsewered Areas projects.

- 2. Submit complete Permit-to-Install / Plan Approval application (*if applicable*), including application, review fee, detail plans, contract documents, and specifications (170 days prior to #8) _____ **1/12/2025**

- 2a. If the project requires a General Plan and review of detailed plans by DDAGW Engineering section (typically plant improvement projects), submit detailed plans to DDAGW (210 days prior to #8) _____ **12/3/2024**

- 3. Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the Borrower to enter into a Loan Agreement with Ohio EPA and OWDA, a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (150 days prior to #8) _____ **2/1/2025**

- 4. Advertise for construction bids (no later than 60 days prior to #8) _____ **5/2/2025**

- 5. Open construction bids (no later than 30 days prior to #8) Be sure to allow for a minimum of 60 days to award contracts _____ **6/1/2025**

- 6. Submit bid information to DEFA (no later than 21 days prior to #8) _____ **6/10/2025**

- 7. Sign loan documents and return to DEFA (no later than 7 days prior to #8) _____ **6/24/2025**

- 8. We request a Construction Loan by (1st of Month in which Loan is Awarded) _____ **7/1/2025**

- 9. Loan Awarded at OWDA Board Meeting (Loan awards can be scheduled for January through October and December – no November scheduled awards) _____ **7/31/2025**

13.0 Preparer Information

This Nomination was prepared by (Name & Title): _____ Michelle Hister, Sr. Project Administrator

Signature: _____

Date: _____

Telephone Number: _____

567-331-2691

14.0 Authorized Representative Approval

To the best of my knowledge and belief, as a representative of the governing entity, all information contained in this nomination for is true and correct.

Entity's Representative: _____ Matt Lasko

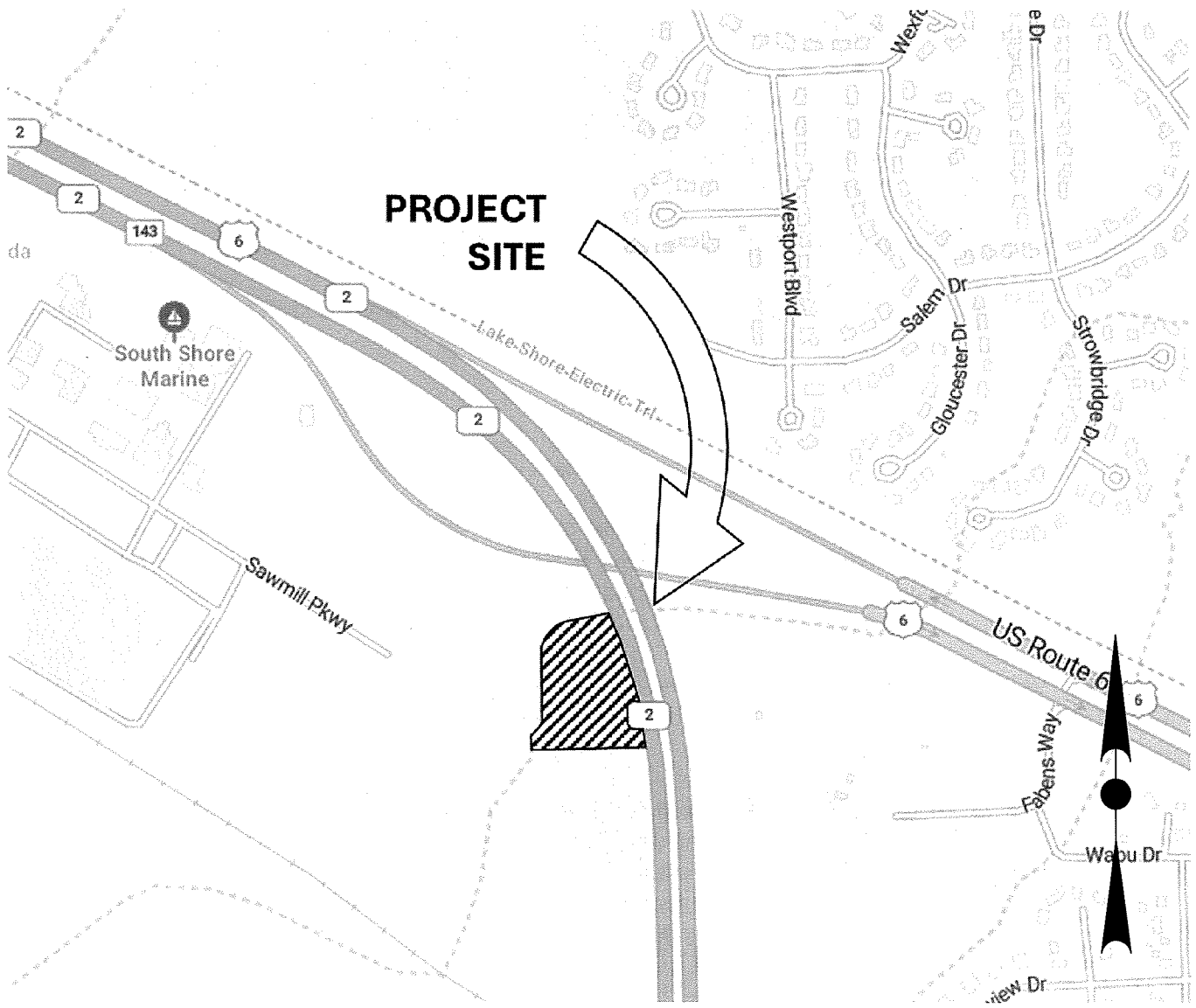
Title: _____ City Manager

Signature: _____

Date: _____

Nomination Form Date

CITY OF HURON 2.0 MG ELEVATED TANK LOCATION MAP



ORDINANCE NO. 2022-55

Introduced by Matt Grieves

AN ORDINANCE AMENDING AND REPEALING CODIFIED ORDINANCE SECTION 915.19 RELATING TO WATER RATES; REPEALING CODIFIED ORDINANCE SECTION 915.20 RELATING TO WATER FOR SPRINKLER SYSTEMS; AMENDING AND REPEALING CODIFIED ORDINANCE SECTION 915.21 RELATING TO MULTIPLE USERS OF METERS; AND REPEALING CODIFIED ORDINANCE SECTION 915.22 RELATING TO TANK WATER SALES.

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

SECTION 1. Codified Ordinance Section 915.19 WATER RATES shall be, and the same hereby is, amended to read in its entirety as follows:

“Section 915.19 WATER RATES.

Effective January 1, 2023 the following water rates shall be in effect:

(a) For water bills rendered on and after January 1st, 2023, the sum of the minimum water availability charge by meter size (this charge does not include any water usage) and the water usage rates (consumption) per 100 cubic feet (ccf), regardless of meter size, referenced in Appendix A will be invoiced every three (3) months.

(b) Non-resident water shall be supplied to customers residing outside the City Limits at the Non-Residents rate set forth in Appendix A, except in those areas covered by separate contracts.

(c) Door Tag Fee. A water bill becomes past due if not paid by the invoice due date. Twenty-one (21) days after this date, a notification (door tag) will be issued at the property notifying the occupant of intent to disconnect service if payment is not made. When a door tag is issued, the water account will be assessed a fee of Twenty-Five Dollars (\$25.00) to recover costs incurred by the City.

(d) Non-Sufficient Funds Fee. In the event a payment to the City is returned for any reason, a fee will be assessed to the water account in the amount of Fifty Dollars (\$50.00) to recover costs incurred by the City.”

SECTION 2. Codified Ordinance Section 915.19 WATER RATES, as the same previously existed (a copy of which is attached hereto as Exhibit A), shall be, and the same hereby is, repealed, and the provisions of this amending ordinance shall be effective as of the effective date of this Ordinance.

SECTION 3. Codified Ordinance Section 915.20 WATER FOR SPRINKLER SYSTEMS (a copy of which is attached hereto as Exhibit B) shall be, and the same hereby is, repealed in its entirety.

SECTION 4. Codified Ordinance Section 915.21 MULTIPLE USERS OF METERS shall be, and the same hereby is, amended to read in its entire as follows:

“Section 915.21 MULTIPLE USERS OF METERS.

Effective January 1, 2023, in the case of multiple units being supplied by a single water meter, where the water system is such that it is not possible to meter each dwelling, the owner shall be billed for all availability charges and water used in the building and shall be responsible for payment of all invoices for all water consumed. In this multiple units being supplied by a single meter scenario, the first line item on the invoice shall be an availability charge based on the actual size of the meter supplying the property, and the remaining line items on the invoice will be for the additional units charged at the “standard” availability charge which would be at the 5/8-3/4 meter size.

SECTION 5. Codified Ordinance Section 915.21 MULTIPLE USERS OF METERS, as the same previously existed (a copy of which is attached hereto as Exhibit C), shall be, and the same hereby is, repealed, and the provisions of this amending ordinance shall be effective as of the effective date of this Ordinance.

SECTION 6. Codified Ordinance Section 915.22 TANK WATER SALES (a copy of which is attached hereto as Exhibit D) shall be, and the same hereby is, repealed in its entirety.

SECTION 7. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements.

SECTION 8. That this Ordinance shall take effect and be in force from and after the time period contained in Section 3.06 of the Charter of the City of Huron.

ATTEST:

Gerri Wellener
Clerk of Council

Monty Tapp
Monty Tapp, Mayor

ADOPTED:

08 NOV 2022



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APPENDIX A

Effective January 1, 2023 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$52.11	\$57.32
3/4	\$52.11	\$57.32
1	\$68.23	\$75.05
1 1/2	\$105.12	\$115.63
2	\$140.33	\$154.36
3	\$210.23	\$231.25
4	\$280.12	\$308.13
6	\$420.49	\$462.54
8	\$533.57	\$586.93
10	\$666.98	\$733.68
12	\$800.90	\$880.99

Unit of Consumption Rate per 100 cubic feet (ccf)		
	Residents	Non-Residents
	\$2.73	\$3.00

Effective January 1, 2024 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$54.72	\$60.19
3/4	\$54.72	\$60.19
1	\$71.64	\$78.80
1 1/2	\$110.38	\$121.42
2	\$147.35	\$162.09
3	\$220.74	\$242.81
4	\$294.13	\$323.54
6	\$441.51	\$485.66
8	\$560.25	\$616.28
10	\$700.33	\$770.36
12	\$840.95	\$925.05

Unit of Consumption Rate per 100 cubic feet (ccf)		
	Residents	Non-Residents
	\$2.87	\$3.16

Effective January 1, 2025 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$57.46	\$63.21
3/4	\$57.46	\$63.21
1	\$75.22	\$82.74
1 1/2	\$115.90	\$127.49
2	\$154.72	\$170.19
3	\$231.78	\$254.96
4	\$308.84	\$339.72
6	\$463.59	\$509.95
8	\$588.26	\$647.09
10	\$735.35	\$808.89
12	\$883.00	\$971.30

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$3.01	\$3.31

Effective January 1, 2026 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$60.33	\$66.36
3/4	\$60.33	\$66.36
1	\$78.98	\$86.88
1 1/2	\$121.70	\$133.87
2	\$162.46	\$178.71
3	\$243.37	\$267.71
4	\$324.28	\$356.71
6	\$486.77	\$535.45
8	\$617.67	\$679.44
10	\$772.12	\$849.33
12	\$927.15	\$1,019.87

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$3.16	\$3.48

Effective January 1, 2027 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$63.35	\$69.69
3/4	\$63.35	\$69.69
1	\$82.93	\$91.22
1 1/2	\$127.79	\$140.57
2	\$170.58	\$187.64
3	\$255.54	\$281.09
4	\$340.49	\$374.54
6	\$511.11	\$562.22
8	\$648.55	\$713.41
10	\$810.72	\$891.80
12	\$973.51	\$1,070.86

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$3.32	\$3.65

Effective January 1, 2028 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$66.52	\$73.17
3/4	\$66.52	\$73.17
1	\$87.08	\$95.79
1 1/2	\$134.18	\$147.60
2	\$179.11	\$197.02
3	\$268.32	\$295.15
4	\$357.51	\$393.26

6	\$536.67	\$590.34
8	\$680.98	\$749.08
10	\$851.26	\$936.39
12	\$1,022.19	\$1,124.41

Unit of Consumption Rate per 100 cubic feet (ccf)		
	Residents	Non-Residents
	\$3.49	\$3.84

Effective January 1, 2029 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$69.85	\$76.84
3/4	\$69.85	\$76.84
1	\$91.43	\$100.57
1 1/2	\$140.89	\$154.98
2	\$188.07	\$206.88
3	\$281.74	\$309.91
4	\$375.39	\$412.93
6	\$563.50	\$619.85
8	\$715.03	\$786.53
10	\$893.82	\$983.20
12	\$1,073.30	\$1,180.63

Unit of Consumption Rate per 100 cubic feet (ccf)		
	Residents	Non-Residents
	\$3.66	\$4.03

Effective January 1, 2030 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$73.34	\$80.67
3/4	\$73.34	\$80.67
1	\$96.00	\$105.60
1 1/2	\$147.93	\$162.72
2	\$197.47	\$217.22
3	\$295.83	\$325.41
4	\$394.16	\$433.58
6	\$591.68	\$650.85
8	\$750.78	\$825.86
10	\$938.51	\$1,032.37
12	\$1,126.97	\$1,239.67

Unit of Consumption Rate per 100 cubic feet (ccf)		
	Residents	Non-Residents
	\$3.84	\$4.22

Effective January 1, 2031 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$77.01	\$84.71

3/4	\$77.01	\$84.71
1	\$100.80	\$110.88
1 1/2	\$155.33	\$170.86
2	\$207.34	\$228.07
3	\$310.62	\$341.68
4	\$413.87	\$455.26
6	\$621.26	\$683.39
8	\$788.32	\$867.15
10	\$985.44	\$1,083.98
12	\$1,183.32	\$1,301.65

Unit of Consumption Rate per 100 cubic feet (ccf)		
	Residents	Non-Residents
	\$4.03	\$4.43

Effective January 1, 2032 the following water rates shall be in affect

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$80.86	\$88.95
3/4	\$80.86	\$88.95
1	\$105.84	\$116.42
1 1/2	\$163.10	\$179.41
2	\$217.71	\$239.48
3	\$326.15	\$358.77
4	\$434.56	\$478.02
6	\$652.32	\$717.55
8	\$827.74	\$910.51
10	\$1,034.71	\$1,138.18
12	\$1,242.49	\$1,366.74

Unit of Consumption Rate per 100 cubic feet (ccf)		
	Residents	Non-Residents
	\$4.23	\$4.65

915.19 WATER RATES.

Effective January 1, 2008 the following water rates shall be in effect:

- (a) For water bills rendered on and after January 1, 2008, a minimum water availability charge by meter size shall be made per quarter to customers: as follows:

Meter Size (inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$49.63	\$54.60
3/4	49.63	54.60
1	64.98	71.47
1 1/1	100.11	110.11
2	133.65	147.02
3	200.22	220.25
4	266.78	293.45
6	400.47	440.52
8	508.16	557.87
10	635.22	698.73
12	762.76	839.03

The minimum water availability charge does not include any water usage.

- (b) For water bills rendered on and after January 1, 2008, the rate for water consumed, in addition to the water availability charge set forth above, shall be two dollars and sixty cents (\$2.60) per 100 cubic feet, regardless of meter size.
- (c) Non-resident water shall be supplied to customers residing outside the City limits at ten percent (10%) above City rates, except in those areas covered by separate contracts. (Ord. 2007-28. Passed 12-11-07.)

915.20 WATER FOR SPRINKLER SYSTEMS.

Unmetered water services for sprinkler systems installed for the purpose of fire protection only shall pay the following annual rate on January 1, of each calender year:

Size of Service Line (Inches)	Rate Per Year
2	\$8.40
2-1/2	11.55
3	15.75
4	31.50
6	63.00
8	105.00
10	131.25
12	157.50

The first year a customer places a sprinkler system into operation such customer shall pay one-twelfth of the above applicable rate for each month or part thereof that such system is installed prior to December 31 of the year of installation, payable in advance.

(Ord. 1993-15. Passed 12-13-93.)

915.21 MULTIPLE USERS OF METERS.

In the case of a double house, duplex, apartment, etc., where the water system is such that it is not possible to meter each user, the landlord shall be billed for all water used in the building and shall be responsible for all bills.

In the event that more than one living unit is furnished water service through one meter, the billing of the quantity of water furnished through such meter shall be calculated as though each living unit had its own water meter. (Ord. 1983-32. Passed 12-5-83.)

915.22 TANK WATER SALES.

Effective January 1, 1995, the charge for all tank sales of water from the water filtration plant shall be fifty cents (\$.50) for each 100 gallons.
(Ord. 1994-35. Passed 12-19-94.)

RESOLUTION NO. 3-2024

Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH KLEINFELDER GROUP INC. FOR THE PROVISION OF ENGINEERING DESIGN, BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES RELATED TO THE 2-MILLION-GALLON ELEVATED WATER TOWER PROJECT AT A COST NOT TO EXCEED ONE HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$132,250.00)

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

SECTION 1. That the City Manager is authorized and directed to accept the proposal and enter into an agreement with Kleinfelder Group Inc. for the provision of engineering design, bidding and construction administration services relative to the 2-Million-Gallon Elevated Water Tower Project, at a cost not to exceed One Hundred Thirty-Two Thousand Two Hundred Fifty and 00/100 Dollars (\$132,250.00), which agreement 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 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: Jeri Wellbaker
Clerk of Council

Monty Tapp
Monty Tapp, Mayor

ADOPTED: 09 JAN 2024



CLIENT PROFESSIONAL SERVICES AGREEMENT

Huron 2.0 MG Elevated Tank
Huron, Ohio
M2400501.001P

This Agreement is made on: _____, 2024

Between City of Huron, Ohio with offices at 417 Main Street, Huron, Ohio 44839(Client)

And Kleinfelder, Inc. with offices at 1168 North Main Street, Bowling Green, Ohio 43402
(Kleinfelder).

Recitals

- A. Client wishes to appoint Kleinfelder to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner on the terms and conditions contained in this Agreement.
- B. Kleinfelder has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

1. CONTENTS OF AGREEMENT

- 1.1 The parties agree that the documents listed in 1.1(a) through (c) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:
 - (a) first, amendments and Change Orders issued in accordance with this Agreement;
 - (b) second, Kleinfelder's Proposal, dated August 28, 2023, which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A);
 - (c) third, this Agreement.
- 1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.
- 1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

2. APPOINTMENT AND SCOPE OF SERVICES

- 2.1 Kleinfelder shall perform the services set forth in its Proposal attached hereto as Appendix A, and such additional services as Kleinfelder and Client jointly agree in writing (collectively, **Services**). The Proposal also shall specify Client's project for which the Services will be performed (**Project**), the location of Client's Project for providing the Services (**Site**), the time period for performance, the agreed fees, and additional provisions, if any, applicable to such Services. The Services, including any additions and modifications, shall be performed in accordance with this Agreement.
-

3. STANDARD OF CARE

- 3.1 Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 Kleinfelder makes no other representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 Kleinfelder will not be responsible for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Kleinfelder of this Agreement, Client will direct Kleinfelder in writing to re-perform any defective Services within twelve (12) months after contractor closeout.

4. KLEINFELDER'S RESPONSIBILITIES

- 4.1 Kleinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 Kleinfelder will, as reasonably directed by Client or its authorized agent:
 - (a) provide qualified staff to perform the Services;
 - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
 - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
 - (d) require its personnel to maintain a safe, clean and orderly work environment.

5. TERM AND TERMINATION

- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by Kleinfelder beforehand. All Services shall be fully completed no later than November 2024, unless earlier terminated by either party or extended by the parties' mutual written agreement.
 - 5.2 Either party may terminate this Agreement at any time by providing ten (10) days' written notice to the other.
 - 5.3 Within fifteen (15) days from termination Client will pay Kleinfelder on demand for all Services rendered and costs incurred through to the date of any termination and for all agreed upon costs and expenses incurred by Kleinfelder in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.
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6. COMPENSATION

6.1 Kleinfelder will perform the Services in exchange for the following compensation:

Client will pay a lump sum of \$132,250. Kleinfelder will invoice monthly on a percent complete basis for the following services:

• Survey Phase	\$3,600
• Preliminary Design and Site Selection	\$7,250
• Design Phase	\$85,700
• Procurement/Bidding Phase	\$9,250
• Construction Staking	\$1,600
• Construction Administration	\$19,850
• Funding Assistance	\$5,000

Client will pay on a time and material basis for Construction Observation services. Kleinfelder will invoice according to its fee schedule attached to the Proposal. Approximate costs of these services are estimated to be \$28,600 based on part-time observation, subject to contractor schedule and production rates. Specialty Tank Inspection services are estimated to be \$50,000 in addition to the part-time observation. Kleinfelder may invoice above this estimated fee for these services if the work period exceeds expected duration.

Total Estimated Base Fee: \$210,850

- 6.2 Client agrees to provide any special invoicing requirements to Kleinfelder in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The hourly rates charged for Kleinfelder's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Kleinfelder and consistent with Kleinfelder's overall compensation practices and procedures. Kleinfelder reserves the right to periodically adjust its fee schedule.
- 6.4 Kleinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 Kleinfelder may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 Kleinfelder will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.

7. INSURANCE

- 7.1 Kleinfelder will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage.
- 7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnity provided by Kleinfelder under clause 12.1.
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8. CHANGES TO SCOPE OF SERVICES

- 8.1 Client or Kleinfelder may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A Change Order is an amendment to this Agreement that modifies the Services and specifies the following:
- (a) a change in the terms and conditions of Services;
 - (b) an adjustment in the schedule for performance; and
 - (c) the amount of adjustment in Kleinfelder's compensation.
- 8.2 Kleinfelder will treat as a Change Order any written Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. Kleinfelder will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and Kleinfelder cannot agree upon an equitable adjustment in the schedule and compensation, and Kleinfelder does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

9. FORCE MAJEURE

- 9.1 Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Kleinfelder reports the delay to Client within a reasonable time of discovery.

10. INSTRUMENTS OF SERVICE

- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Kleinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Kleinfelder may retain one copy of all such documents.
- 10.2 Client agrees:
- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents, and work products (or copies thereof) in any form prepared by Kleinfelder pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;
 - (b) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;
 - (c) reuse of Instruments of Service on projects or project extensions for which such was not intended will be at the user's sole risk and without Kleinfelder liability, and Client agrees to defend, indemnify, and hold harmless Kleinfelder and Kleinfelder's contractors, consultants, affiliates, directors, and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with such reuse or misuse.
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- 10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by Kleinfelder pursuant to this Agreement will be subject to approval at Kleinfelder's sole discretion and to additional fees, terms, and conditions.

11. CLIENT'S RESPONSIBILITIES

- 11.1 Client agrees to provide and discuss with Kleinfelder on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and
- 11.2 Client will ensure the cooperation of Client's employees, contractors, and consultants with Kleinfelder.
- 11.3 Client acknowledges and agrees that Kleinfelder is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors, and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

12. ALLOCATION OF RISK AND INDEMNITIES

- 12.1 Subject to the limitation of liability provisions of this Agreement, Kleinfelder indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of Kleinfelder and its employees, agents, representatives, subcontractors, and any other party for whom Kleinfelder is legally responsible (**Kleinfelder Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the Kleinfelder Parties. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Kleinfelder be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by Kleinfelder. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any Kleinfelder insurance policy.
- 12.2 Client indemnifies Kleinfelder against all liabilities, losses or damages caused by the negligence or other fault of Client and its employees, agents, representatives, subcontractors, and all other parties for whom Client is legally responsible (**Client Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the negligence or other fault of all other applicable persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Client be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or services rendered by Client. This clause 12.2 is not intended to and will not in any way be limited by any insurance coverage available to Kleinfelder under any Client, Owner, or Project insurance policy.
- 12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

13. LIMITATION OF LIABILITY

- 13.1 The maximum aggregate liability of Kleinfelder arising out of or related to this Agreement, as amended, and including all Change Orders, whether based in contract or tort or otherwise in law or equity, will be limited to the sum total of \$1,000,000.
-

- 13.2 As used in this clause 13, "Kleinfelder" includes Kleinfelder, its affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders, and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

14. WAIVER OF CONSEQUENTIAL DAMAGES

- 14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal, or consequential damages however arising incurred by either Kleinfelder or Client or for which either may be liable to a third party.

15. NO CONTROL OF MEANS AND METHODS OF OTHERS

- 15.1 Client agrees:

- (a) Kleinfelder's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and
- (b) Kleinfelder will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees, or subcontractors

16. SITE ACCESS

- 16.1 Client agrees to:

- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
- (b) provide an adequate area for Kleinfelder's Site office facilities, equipment storage, and parking;
- (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
- (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

17. WARRANTY OF TITLE, WASTE OWNERSHIP

- 17.1 Kleinfelder will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

18. DISPUTE RESOLUTION

- 18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.
- 18.2 Client and Kleinfelder agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.
- 18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause unless the party seeks injunctive or other interlocutory relief.
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18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.

18.5 This clause survives termination or expiry of this Agreement.

19. MISCELLANEOUS

19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.

19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. A waiver is not valid or binding unless made in writing.

19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.

19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.

19.5 Client and Kleinfelder shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

19.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements, and understandings between the parties in connection with its subject matter.

19.7 Each party must do anything necessary to give full effect to this Agreement.

19.8 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail to the addresses given in this Agreement.

19.9 This Agreement cannot be assigned by either party without the prior written approval of the other party. Kleinfelder may subcontract performance of portions of the Services to a qualified subcontractor.


19.10 Any amendment or revision to this Agreement must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.

19.11 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together shall constitute one original document.

IN WITNESS WHEREOF, Client and Kleinfelder have caused this Agreement to be executed on the date first written above.

CLIENT: City of Huron

KLEINFELDER:

By:  _____

Printed Name: Matthew Lasko

Title: City Manager

By:  _____

Printed Name: Thomas Borck P.E.

Title: Project Management Leader

By:  _____

Printed Name: Denise Plummer, P.E.

Title: Senior Project Manager

ATTACHMENTS: Appendix A, Kleinfelder Proposal

August 28, 2023

Appendix A

Mr. Jack Evans
Water Superintendent
City of Huron, Ohio
417 Main Street
Huron, Ohio 44839

Re: City of Huron 2.0 MG Elevated Tank
M2400501.001P

Dear Mr. Evans,

As we discussed recently, Kleinfelder, Inc. proposes to provide professional engineering services to assist the City (Owner) with the design of the 2.0 MG Elevated tank (hereinafter referred to as the "project"), at a location to be determined in the City of Huron, Ohio.

The City shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. In addition, the City will provide all pertinent existing data related to this project to Kleinfelder.

Scope of Services:

- **Topographic Survey**
 - Topographic Survey of tank project area including connecting waterline
 - Research and development of existing R/W within the project area.
 - Establishment of control points
 - Establishment of project benchmarks

- **Preliminary Design and Site Selection**
 - Meet with City officials to review and discuss the scope of services, schedule, and potential sites for the tank.
 - Verify suitability of proposed sites for distribution system operation.
 - Discuss tank design options and preferences for layout selection.
 - Develop project schedule and budget

- **Design**
 - Assist the City in obtaining quotes for geotechnical services and stake boring locations.
 - Prepare detailed design plans and develop specifications.
 - Update project schedule.

- Develop a detailed construction cost estimate.
 - Review the final plans, specifications, and construction cost estimate with the City. Include alternative tank styles to be bid as alternate bid items if desired by the Owner.
 - Prepare appropriate Ohio EPA plan approval forms.
 - After approval by the City, submit plans, specifications, and permit to Ohio EPA for review and approval.
 - Make any revisions requested by the City and required by OEPA.
- **Bidding & Negotiations**
 - Prepare final drawings and technical specifications for the project and front-end contract documents for bidding.
 - Submit complete bid package to City for review.
 - Submit bid advertisement to local paper and online plan room.
 - Answer contractor questions during bidding, respond to RFI's, issue addenda as required, and update contract documents accordingly. Prepare any necessary Addenda for the project.
- **Construction Staking**
 - Stake proposed tank location and waterline.
- **Construction Administration**
 - Attend pre-construction meeting, prepare agenda and meeting minutes.
 - Review and process shop drawings.
 - Respond to Contractor RFI's.
 - Review, approve and process payment applications.
 - Review and recommend changes to the scope of work.
 - Conduct site visits to ensure project is progressing in conformance with the contract documents.
 - Interface with funding agencies as required.
 - Prepare and coordinate contract close-out documents.
- **Observation**
 - Provide part-time, onsite observation during construction. Critical phase observation is included in this scope.
 - Hold final inspection and prepare, in conjunction with City Staff, a punch list of unfinished items.
 - Provide punchlist to contractor for completion in a timely manner.
 - Provide copies of all construction observation reports to the City.
 - Prepare record drawings of as constructed conditions for the Owner from the Contractor's as-built drawings.
 - Notify Engineer and Owner of any unforeseen conditions, changes and construction related issues which arise.

Assumptions and Excluded Services:

- Preparation of any temporary and/or permanent utility easements.
- Includes advertisement and bidding as one project.

Kleinfelder will complete these design services within fifteen (15) months following execution of this agreement.

If you believe that revisions and/or additional discussions/clarifications are necessary concerning the scope of this project and the services that our firm will provide, please contact our office as soon as possible. If work activities are required which are not included in the basic services described above, Kleinfelder can provide these based on its current hourly rate schedule.

If the City has a budgetary limit for this project, please provide this in writing, so that the project can be designed within those limitations.

If there are any questions or you need additional information, please do not hesitate to contact this office.

Sincerely,

KLEINFELDER, INC.

A handwritten signature in blue ink, appearing to read "Thomas J. Borck". The signature is fluid and cursive, with a long horizontal stroke at the end.

Thomas Borck, P. E.
Project Manager Leader



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED The Kleinfelder Group, Inc 770 First Ave., Suite 400 San Diego CA 92101 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B: Lloyd's Syndicate No. 1967		AA1120103
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570103149085 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	GL0612459402	04/01/2023	04/01/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 6124595-02	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N N/A		Y	WC612459602 All States	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
B	Environmental Contractor Poll/Prof [E&O]			PSDEF2300647 Claims-Made Policy SIR applies per policy terms & conditions	04/01/2023	04/01/2024	Each Claim Aggregate	\$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

RE: New Raw Water Intake and Pump Station with forcemain for Huron WTP and new elevated 2,000,000 gallon water storage tank, Project ongoing date: 1/2/2024. City of Huron is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Should General Liability, Automobile Liability, Professional Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy. See Attached for Complete List of Named Insureds.

CERTIFICATE HOLDER City of Huron Attn: Jack Evans 417 Main Street Huron OH 44839 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
---	---

Holder Identifier : ACDG

570103149085

Certificate No :





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED The Kleinfelder Group, Inc	
POLICY NUMBER See Certificate Numbe 570103149085			
CARRIER See Certificate Numbe 570103149085	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

NAMED INSURED SCHEDULE

Kleinfelder, Inc.
 The Kleinfelder Group, Inc.
 Kleinfelder Holdings, LLC
 Kleinfelder Parent, Inc
 Kleinfelder Architecture Northeast, Inc.
 Kleinfelder Australia Pty Ltd
 Kleinfelder Canada, Inc.
 Kleinfelder Colorado 100, LLC
 Kleinfelder Construction Services, Inc
 Kleinfelder Engineering and Geology, P.C.
 Kleinfelder Guam 101, LLC
 Kleinfelder International, Inc
 Kleinfelder Kansas 100, LLC
 Kleinfelder New Mexico 100, LLC
 Kleinfelder Northeast, Inc.
 Kleinfelder Oklahoma 100, LLC
 Kleinfelder PNG Ltd.
 Kleinfelder Southeast, Inc.
 Kleinfelder Texas 100, LLC
 Kleinfelder Texas 200, LLC
 Kleinfelder Utah 100, LLC
 A-1, Inc.- Kleinfelder East, Inc.
 Buys & Associates, Inc. - TKG
 Corrigan Consulting, Inc.- TKG
 Insite Environmental, Inc.- Kleinfelder West, Inc.
 Kowalski Engineering, Inc.- Kleinfelder Central, Inc.
 MCE Group, Inc.- Kleinfelder, Inc.
 Omni Environmental, LLC- Kleinfelder East, Inc.
 Spectrum Exploration, Inc.-TKG
 The Wallace Group, Inc. - Kleinfelder West, Inc.
 TKG Acquisition Corp.
 Trigon Environmental Services, Inc.
 Simon Wong Engineering, Inc.
 Advantage Engineering, LLC - Kleinfelder, Inc.
 Garcia & Associates - Kleinfelder, Inc.
 Poggemeyer Design Group, Inc.
 Design Engineers & Consulting Associates, Inc. (DECA)
 Industrial Fluid Management, Inc.
 CM Works, Inc.
 Gas Transmission Systems, Inc.
 GTS Engineering & Consulting, LLP
 Century Engineering, LLC



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 6124594-02

Effective Date: 04/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – Limits Of Insurance:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO6124594-02	04/01/2023	04/01/2024	04/01/2023		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



ZURICH

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP6124595-02	04/01/2023	04/01/2024	04/01/2023			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee Exclusion** contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage Provision of the Physical Damage Coverage Section:**

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage Section** is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage Section:**

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension for Loss Of Use Expenses** in the **Physical Damage Coverage Section** is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to Section I – Covered Autos:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage of the Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

RESOLUTION NO. 28-2026

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A STATE OF OHIO WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) CONTRACT CHANGE ORDER AGREEMENT RELATING TO THE 2.0 MG ELEVATED WATER STORAGE TANK PROJECT TO AMEND THE WSRLA AGREEMENT PREVIOUSLY AUTHORIZED BY RESOLUTION NO. 43-2025 (ADOPTED BY HURON CITY COUNCIL ON JUNE 10, 2025) TO INCREASE THE ADJUSTED CONTRACT AMOUNT BY FIFTY-SIX THOUSAND SIX HUNDRED FIVE AND XX/100 DOLLARS (\$56,605.00), BRINGING THE AGGREGATE CONTRACT AMOUNT TO EIGHT MILLION, FOUR HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED FIVE AND XX/100 DOLLARS (\$8,469,605.00).

WHEREAS, Huron City Council previously adopted Resolution No. 43-2025 on June 10, 2025 authorizing a State of Ohio Water Supply Revolving Loan Account (WSRLA) Agreement in the contract amount of Eight Million Four Hundred Thirteen Thousand and xx/100 Dollars (\$8,413,000.00) relating to the 2.0 MG Elevated Water Tank Project; and

WHEREAS, Resolution No. 43-2025 also authorized a 20% standard contingency equating to One Million Six Hundred Thirty-Seven Thousand and xx/100 Dollars (\$1,637,000.00) and standard loan fee of Sixty-Nine Thousand Six Hundred Thirty and xx/100 (\$69,630.00), bringing the total estimated Project cost to Ten Million One Hundred Fifty-Seven Thousand Eight Hundred and xx/100 Dollars (\$10,157,800.00); and

WHEREAS, Huron City Council previously adopted Resolution No. 16-2026 on March 10, 2026 authorizing payment of Change Order #1 for installation of an interior inspection rail in the amount of Thirty-Five Thousand and xx/100 Dollars (\$35,000.00); and

WHEREAS, Huron City Council previously adopted Resolution No. 17-2026 on March 10, 2026 authorizing payment of Change Order #1 for installation of a cable safety climb system in the amount of Twenty-One Thousand Six Hundred Five and xx/100 Dollars (\$21,605.00); and

WHEREAS, the Ohio Water Supply Revolving Loan Account (WSRLA) requires the government authority to pass legislation for execution of said Contract Change Order.

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

SECTION 1: That the City Manager is authorized and directed to execute a Water Supply Revolving Loan Account Contract Change Order Agreement on behalf of the City of Huron relating to the 2.0 MG Elevated Water Tank Project to increase the Original Total Contract Amount previously authorized by Resolution No. 43-2025, adopted on June 10, 2025) to reflect Change Orders #1 and #2 totaling Fifty-Six Thousand Six Hundred Five and xx/100 Dollars (\$56,605.00), bringing the Adjusted Total Contract Amount to Eight Million Four Hundred Sixty-Nine Thousand Six Hundred Five and xx/100 (\$8,469,605.00). The WSRLA Contract Change Order Agreement is substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

William Biddlecombe, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

State of Ohio
 WATER POLLUTION CONTROL LOAN FUND (WPCLF) /
 WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA)

CONTRACT CHANGE ORDER

RECIPIENT City of Huron, OH CHANGE ORDER NBR 1
 LOAN NUMBER 11582 CONTRACT 24004188.001A
 OWDA PROJECT No. AIMS #11414 DATE 3/17/2026

Description of Change:

Interior Inspection Rail

Cost: \$35,000

Description: Installation of a permanent interior rigging/inspection rail at the top of the pedestal for future maintenance access.

Cable Safety Climb

Cost: \$21,605

Description: Replacement of the standard rigid rail system with a cable based safety climb system.

The time provided for completion in the contract for the above items is (increased/decreased) by ____ calendar days.

RECOMMENDED BY: Brett J. Norley (Engineer) Bennett Norley, Project Manager DATE: 3/17/2026
 APPROVED BY: _____ (Recipient) Stu Hamilton, City Manager DATE: _____
 ACCEPTED BY: _____ (Contractor) Pete McCollow, Project Manager DATE: _____
 _____ (Company)

<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Original Contract Amt</td> <td style="text-align: right; border-bottom: 1px dashed black;">\$ 8,413,000</td> <td style="text-align: right; border-bottom: 1px dashed black;">00</td> </tr> <tr> <td>Previous Changes (+ / --)</td> <td style="text-align: right; border-bottom: 1px dashed black;">\$ 0</td> <td style="text-align: right; border-bottom: 1px dashed black;">00</td> </tr> <tr> <td>This Change (+ / --)</td> <td style="text-align: right; border-bottom: 1px dashed black;">\$ 56,605</td> <td style="text-align: right; border-bottom: 1px dashed black;">00</td> </tr> <tr> <td>Adjusted Contract Amt</td> <td style="text-align: right; border-bottom: 1px dashed black;">\$ 8,469,605</td> <td style="text-align: right; border-bottom: 1px dashed black;">00</td> </tr> </table>	Original Contract Amt	\$ 8,413,000	00	Previous Changes (+ / --)	\$ 0	00	This Change (+ / --)	\$ 56,605	00	Adjusted Contract Amt	\$ 8,469,605	00	<p style="text-align: center;">OWDA APPROVAL</p> <p>The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.</p>
Original Contract Amt	\$ 8,413,000	00											
Previous Changes (+ / --)	\$ 0	00											
This Change (+ / --)	\$ 56,605	00											
Adjusted Contract Amt	\$ 8,469,605	00											
Ohio EPA Acceptance	Chief Engineer												
Date	Date												

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

Bennett J. Norley 3/17/2026

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

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	\$35,000.00 \$0.00
The contract sum prior to this Change Order was	\$8,448,000.00 \$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	\$8,469,605.00 \$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

Bennett J. Norley 3/17/2026

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____