



**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, April 14, 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**
  
- 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 (**third and final 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 (**third and final reading**) (*submitted by Christine Gibboney*)  
An ordinance amending Chapter 901 (Excavations) of the City of Huron Codified Ordinances.
  - V.c** Ordinance No. 2026-3 (**third and final reading**) (*submitted by Terry Graham*)  
An ordinance establishing a video policy for the Huron Police Department.
  
- VI. New Business**
  - VI.a** Resolution No. 29-2026 (*submitted by Stuart Hamilton*)  
A resolution authorizing a Highway Lighting Maintenance Agreement with the State of Ohio Department of Transportation.
  - VI.b** Resolution No. 30-2026 (*submitted by Stuart Hamilton*)  
A resolution ordering the repair of public sidewalks abutting certain premises in the City of Huron (Districts, 2, 3 and 4).
  - VI.c** Resolution No. 31-2026 (*submitted by Chief Kevin McGraw*)  
A resolution ratifying submission of an application to the State Board of Medical, Fire, and Transportation Services Grant Program administered by the Ohio Department of Public Safety, Division of Emergency Medical Services in an amount not to exceed \$10,000.
  - VI.d** Resolution No. 32-2026 (*submitted by Stuart Hamilton*)  
A resolution authorizing an agreement with Rexel USA, Inc. dba Gexpro for the purchase of 25 streetlight poles and arms relating to the US 6 Phase II Project in the amount of \$74,000.
  - VI.e** Resolution No. 33-2026 (*submitted by Stuart Hamilton*)

A resolution authorizing an agreement with Seeley, Savidge, Ebert & Gourash Co., LPA for the provision of Law Director services at an annual rate of \$154,500.

**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:** Terri Welkener , Clerk of Council  
**RE:** Ordinance No. 2026-1 (**third and final reading**) (*submitted by Christine Gibboney*)  
**DATE:** April 14, 2026

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### **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 third and final reading is in order.

[Ordinance No. 2026-1 Exh A Holiday Harbor Re-Zoning Application \(4\).pdf](#)

[Ordinance No. 2026-1 Rezone Holiday Harbor Marina 42-00710 from R-3 to B-3 \(2\).docx](#)



**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

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**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](mailto: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: (Phone #) 419-433-2140  
 (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.


\_\_\_\_\_  
 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.

[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

Parcel "A"  
1.3698 Acres

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

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

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

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

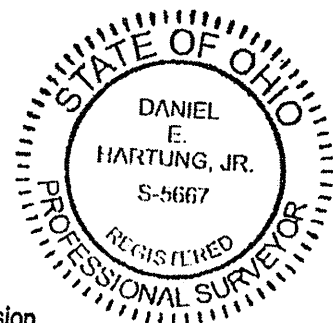
\_\_\_\_\_  
Daniel E. Hartung Jr., PE, PS

CERTIFIED TO CONFORM WITH  
ERIE COUNTY SURVEY REQUIREMENTS

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

Approved by Huron City Planning Commission  
*Alex Rasmussen*  
Zoning Inspector

11-20-25  
Date



Parcel "B"  
Combined Acreage  
32.8404 Acres

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

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

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

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

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

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

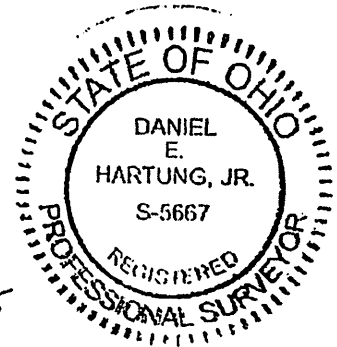
(16) Thence North 01°10'24" West along the East line of said North Port Subdivision, a distance of 244.10 feet to the point of beginning, containing 32.8404 acres, more or less, of which 1.3698 acres are in PP # 42-02091.000 and 0.9000 acre is in PP # 42-01604.000 and 2.2610 acre is in PP # 42-00709.000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

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

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

CERTIFIED TO CONFORM WITH  
ERIE COUNTY SURVEY REQUIREMENTS

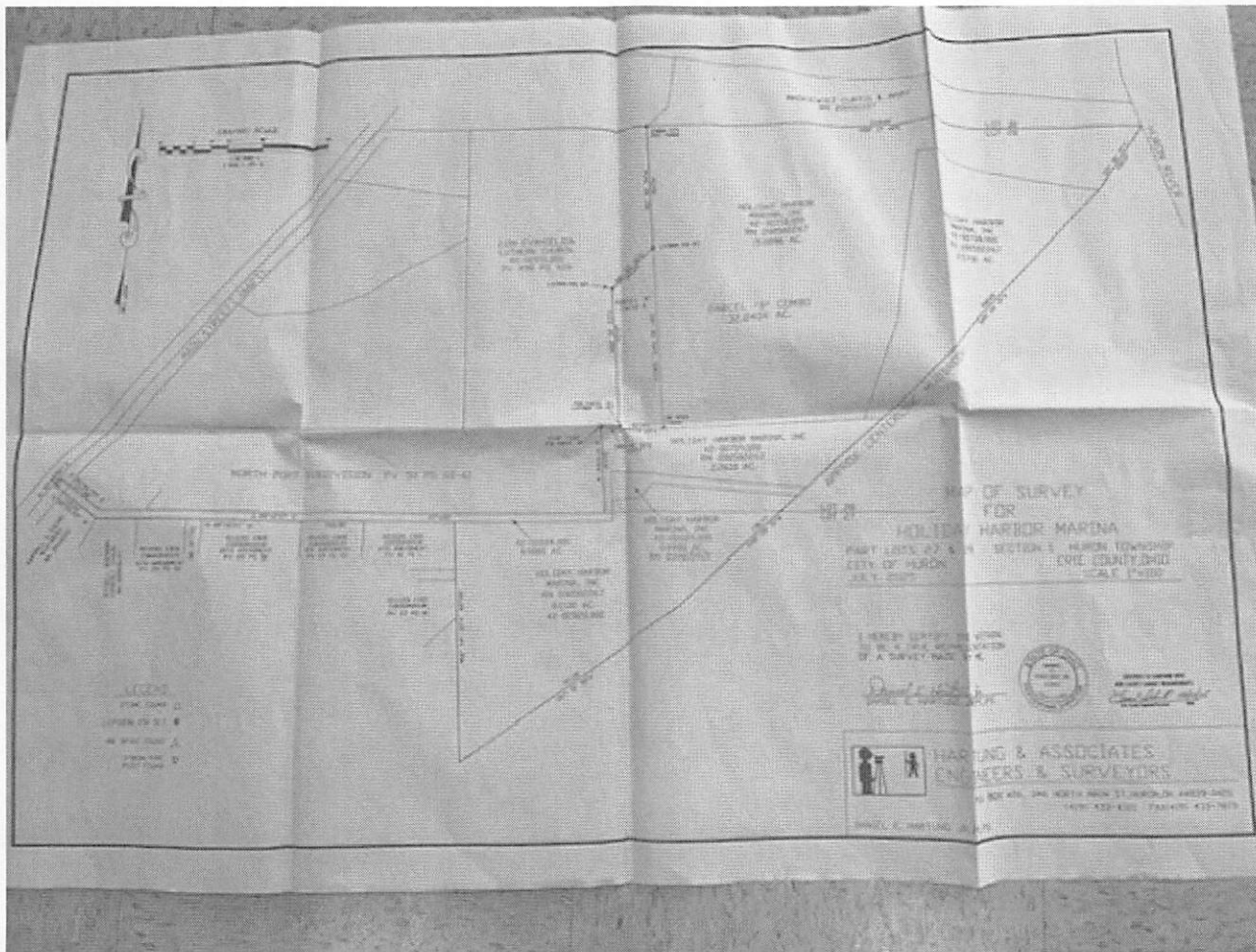
Eric B. Holli 08/01/25  
Eric County Engineer/Surveyor Date



Approved by Huron City Planning Commission

Alex Roman  
Zoning Inspector

11-20-25  
Date



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

BOX #1

**PROPERTY OWNER'S AFFIDAVIT**

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

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


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

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

Sean Resley, President Property Owner's Signature

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

[Signature] Notary Signature & Seal

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

BOX #2

**CITY OF HURON PLANNING & ZONING DEPARTMENT**

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

[Signature] Planning & Zoning Department

11-20-25 Date of Signature

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

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

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

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

16.7538 Acres  
Retracement Survey

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

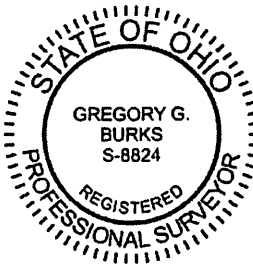
Beginning at a stone found marking the northeast corner of the North Port Condominiums Amendment 1, as recorded in Plat Volume 47, Page 81 of the Erie County Plat Records;

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

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

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

Date: October 3, 2025



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

CERTIFIED TO CONFORM WITH  
 ERIE COUNTY SURVEY REQUIREMENTS

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

Approved by Huron City Planning Commission

*Alex ...*  
 Zoning Inspector

11-20-25  
 Date



<b>Transferred</b>
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.

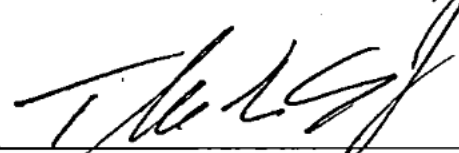
**Prior Instrument Reference:** Deed Volume 382, Page 494, Deed Volume 387, Page 148, RN200502267, RN 200615915, & RN2025\_\_\_\_\_, Erie County, Ohio, Official Records

**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 1<sup>st</sup> 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 1<sup>st</sup> 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 31<sup>st</sup> 2026

Kerry L. Arbogast  
Notary Public  
Commission Expires: May 31<sup>st</sup> 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 6<sup>th</sup> Amendment (PV 21 PG 1), a distance of 627.60 feet to a point, marking the Northeast corner of said Rivers Edge Condo 6<sup>th</sup> Amendment;
- (11) Thence North  $88^{\circ}42'07''$  West along the North line of parcels owned by Rivers Edge Condo 6<sup>th</sup> Amendment (PV 21 PG 1), Rivers Edge Condo 9<sup>th</sup> Amendment (PV 29 PG 33), Rivers Edge Condo 10<sup>th</sup> Amendment (PV 29 PG 50), Rivers Edge Condo 11<sup>th</sup> Amendment (PV 29 PG 96) and a parcel owned by Russell Brennan & Kimberly Chase (RN 201910647), a distance of 966.38 feet to a point, marking the Northeast corner of a parcel owned by Randall & Sherri Mesenburg (RN 201401151);
- (12) Thence North  $50^{\circ}26'22''$  West along the North line of said Mesenburg parcel, a distance of 145.46 feet to a point on the centerline of Main Street (66 FT);

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

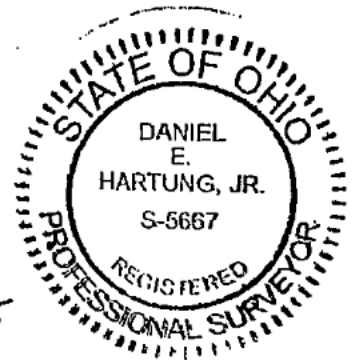
(14) Thence South 50°26'22" East along the South line of said North Port Subdivision, a distance of 137.08 feet to a point;

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

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

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

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



CERTIFIED TO CONFORM WITH  
ERIE COUNTY SURVEY REQUIREMENTS

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

Approved by Huron City Planning Commission

*Alex R...*  
Zoning Inspector

11-20-25  
Date

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

*Richard H. Jeffrey*  
Erie County Auditor  
Date

**GENERAL WARRANTY DEED**

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

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

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

Permanent Parcel Number: 42-02091.000

Property Address: 930 Main Street, Huron, Ohio 44839

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

**ZION EVANGELICAL LUTHERAN CHURCH**

By: *Sean Resley*  
Sean Resley, President

STATE OF OHIO )  
 ) ss:  
COUNTY OF ERIE )

BE IT REMEMBERED, that on this 3<sup>rd</sup> 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



<b>Transferred</b>
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 3<sup>rd</sup> 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  
*Alan Romo*  
 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:** Terri Welkener , Clerk of Council  
**RE:** Ordinance No. 2026-2 (**third and final reading**) (*submitted by Christine Gibboney*)  
**DATE:** April 14, 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):

<b>CURRENT</b>	<b>PROPOSED</b>
----------------	-----------------

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 third and final reading is in order.

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

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

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

**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**

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**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.

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**CHAPTER 901  
Excavations**

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

**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.

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**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**

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**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.

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CHAPTER 901

**Excavations**

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

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.  
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Grading and paving in subdivisions - see P. & Z.  
1117.05 et seq.  
Street pavements in subdivisions - see P. & Z. 1119.01 et seq.

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**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:** Terri Welkener , Clerk of Council  
**RE:** Ordinance No. 2026-3 **(third and final reading)** *(submitted by Terry Graham)*  
**DATE:** April 14, 2026

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### **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 third and final reading is in order.

[Ordinance No. 2026-3 Huron Police Department Video Policy \(3\).docx](#)  
[Ordinance No. 2026-3 Exh A Huron PD Video Policy \(1\).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:** Resolution No. 29-2026 (*submitted by Stuart Hamilton*)  
**DATE:** April 14, 2026

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### **Subject Matter/Background**

This our yearly agreement for lighting with ODOT. There is no direct cost associated with this agreement; however, it is billed with our yearly maintenance invoice. This covers PRE-construction of the US6 Connectivity project. This will be re-negotiated for POST-construction.

It may be too early to say we won't need to revise this for post roundabout construction. Certainly the maps will need revised, but I think we can keep the same intent if you like it this way. Basically we are maintaining all the lighting for both of those circuits and billing you only for the luminaires in the City (my count currently is 16). The City is covering the electric for both circuits.

We did ask that the electric be split down the middle at Rye Beach post construction, so we can review that at that time too. Currently it is just hard to determine what the electric bill would be with one of the circuits being part in the City's jurisdiction and part out.

### **Financial Review**

The annual agreement continues to be budgeted based on previous years, any adjustments needed will be made after the US 6 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. 29-2026 is in order.

[Resolution No. 29-2026 ODOT Highway Lighting Maintenance Agreement.docx](#)

[Resolution No. 29-2026 Exh A Huron Pre-Con Hwy Light Agrmt-jpl 10.30.25 \(ceg edits\).docx](#)

**RESOLUTION NO. 29-2026**

Introduced by Tom Harris

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A HIGHWAY LIGHTING MAINTENANCE AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION.**

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

**SECTION 1.** That the City Manager be, and he hereby is, authorized and directed to enter into a Highway Lighting Maintenance Agreement with the State of Ohio Department of Transportation setting forth the respective duties of the parties for maintenance of overhead highway lighting within the City of Huron, which agreement shall be 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.

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

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

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

ODOT Agreement No. \_\_\_\_\_

**HIGHWAY LIGHTING MAINTENANCE AGREEMENT**  
**CITY Owned/ODOT Maintained**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the “ODOT” and the City of Huron, 417 Main Street, Huron, Ohio 44839, hereinafter referred to as the “CITY” and shall be referred to singularly as “party” and collectively as “parties”.

WHEREAS, the overhead highway lighting currently exists at US 6 associated with the Control Cabinet #1 (CC #1) and Control Cabinet #2 (CC #2) as shown on Exhibit 1 and Exhibit 2 within the City of Huron and hereunto referred to as “the site”; and

WHEREAS, the Parties desire to enter into an agreement regarding their respective duties for maintenance.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

**1. OBLIGATIONS OF THE CITY**

1.1 Right of Entry.

The CITY shall permit ODOT, its employees and its authorized agents to enter upon the site at any reasonable time or times during this Agreement for the purposes of inspection, operation, and maintenance of the highway lighting. The CITY shall provide adequate space for maintenance vehicles and activity and shall ensure that its employees, successors, and assigns do not interfere in any way with the special rights herein granted to ODOT.

1.2 Electrical Energy Charges.

It is expressly understood that during the term of this Agreement, the CITY shall pay for any and all electrical energy charges and utility fees directly to the electric utility for the operation of all the highway lighting.

1.3 Routine Maintenance Fee.

The CITY agrees to pay ODOT 100% of the average annual maintenance fee for ODOT’s routine maintenance of the highway lighting in the City of Huron as described in Section 2.1 of this Agreement.

1.3.1 The current annual maintenance fee is based upon the average cost of maintenance of highway lighting in ODOT District 3 for the previous 6 years divided by the number of luminaires in District 3. The current average annual maintenance fee per luminaire is \$167.29. The total annual maintenance fee for the City of Huron is the fee per luminaire multiplied by sixteen (16) luminaires which equals

\$2,676.59. It is understood by the Parties that, biennially, ODOT may review its actual costs associated with the maintenance and operation of the highway lighting and reserves the right to unilaterally revise the annual fee based on such review.

1.4 Major Maintenance Fees

The CITY agrees to pay ODOT 100% of the actual costs for ODOT's major maintenance of the highway lighting in the CITY as described in Section 2.2 of this Agreement. This fee is in addition to the routine maintenance fee.

1.5 Damage to Lighting Fixtures

The CITY shall be responsible for pursuing all available avenues such as insurance to recover the cost of damages to the highway lighting fixtures damaged by incidents such as accidents and vandalism.

1.6 Upon receipt of an invoice from ODOT, the CITY shall pay said amount to the Treasurer of the State of Ohio, c/o Ohio Department of Transportation. Payment of the invoice by the CITY shall be made to ODOT within 30 days after receiving the invoice.

1.7 The CITY understands that if it ever fails to pay its annual maintenance fee or to reimburse ODOT for major maintenance, ODOT reserves the right to stop all maintenance responsibilities.

**2. OBLIGATIONS OF ODOT**

2.1 Routine Maintenance and Inspection.

ODOT shall provide all routine maintenance for the efficient operation of subject highway lighting. Routine maintenance includes the repair and replacement of all highway lighting components that have failed due to deterioration due to normal use such as LED Bulb replacements, OUPS locates to make repairs, other fixes to ensure the system is working properly and night-time bi-monthly inspections to verify there are no circuits out of service.

2.2 Major Maintenance and Repair.

ODOT shall be responsible for all major maintenance, repairs and replacement of the highway lighting major structural components including the replacement of the highway lighting fixtures damaged by incidents including but not limited to accident and weather.

2.3 Invoicing.

ODOT District 3, located in Ashland, Ohio shall issue the CITY on or about July 1 of each year an invoice for the annual maintenance fee described in Section 1.3 of this Agreement.

**3. MODIFICATION OF HIGHWAY LIGHTING**

3.1 By Agreement of Parties.

If, at any time, either Party determines or believes that additional or modified equipment

is necessary to improve visibility of the roadway at nighttime at the location, the Parties shall consult on the proposed modification and, to the extent reasonably possible, shall agree on the modifications to be made and the payment of any associated costs. If agreed to by the CITY and ODOT, the work may be performed by ODOT forces. An invoice to recover the actual cost of materials, labor and equipment for the addition or modification will be submitted to the CITY for payment. The invoice will be presented to the CITY for payment within 30 days after the completion of the work and the CITY shall make payment to ODOT within 30 days after receiving the invoice.

- 3.2 Upon Determination by ODOT:  
ODOT reserves the right to alter the highway lighting, the roadway or other appurtenances as it deems necessary if the Parties do not agree.

**4. NOTICES**

Notices under this agreement shall be directed as follows:

City of Huron  
417 Main Street  
Huron, Ohio 44839

Ohio Department of Transportation  
District 3  
906 Clark Avenue  
Ashland, OH 44805

**5. GOVERNING LAW**

This Agreement and the performance thereof shall be governed and interpreted, where applicable, solely by the laws of the State of Ohio.

**6. SEVERABILITY**

If, and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appealable order, such holding shall in no way affect the validity of the remainder of this Agreement.

**7. ENTIRE AGREEMENT AND MODIFICATIONS**

This Agreement and any attachments constitute the entire agreement between the CITY and ODOT and supersedes all previous written and oral negotiations, commitments, and understandings. Its terms, conditions and covenants shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties and making specific reference to this Agreement.

**8. BINDING**

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors, and assigns.

**9. TERM**

This Agreement shall commence as of the date of the last signature below and terminate if any of the following events occur:

- a. ODOT makes a determination that the lighting is no longer needed;
- b. the lighting reaches the end of its useful life due to normal deterioration to its major structural components as determined by ODOT or
- c. this Agreement is terminated with 30 days written notice by either Party.

**15. SIGNATURE**

Any Party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each Party shall be entitled to rely upon a facsimile or electronic signature of any other Party delivered in such a manner as if such signature were an original.

The Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

STATE OF OHIO  
OHIO DEPARTMENT OF TRANSPORTATION

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

Pamela Boratyn, Director

DATE \_\_\_\_\_

CITY OF HURON

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

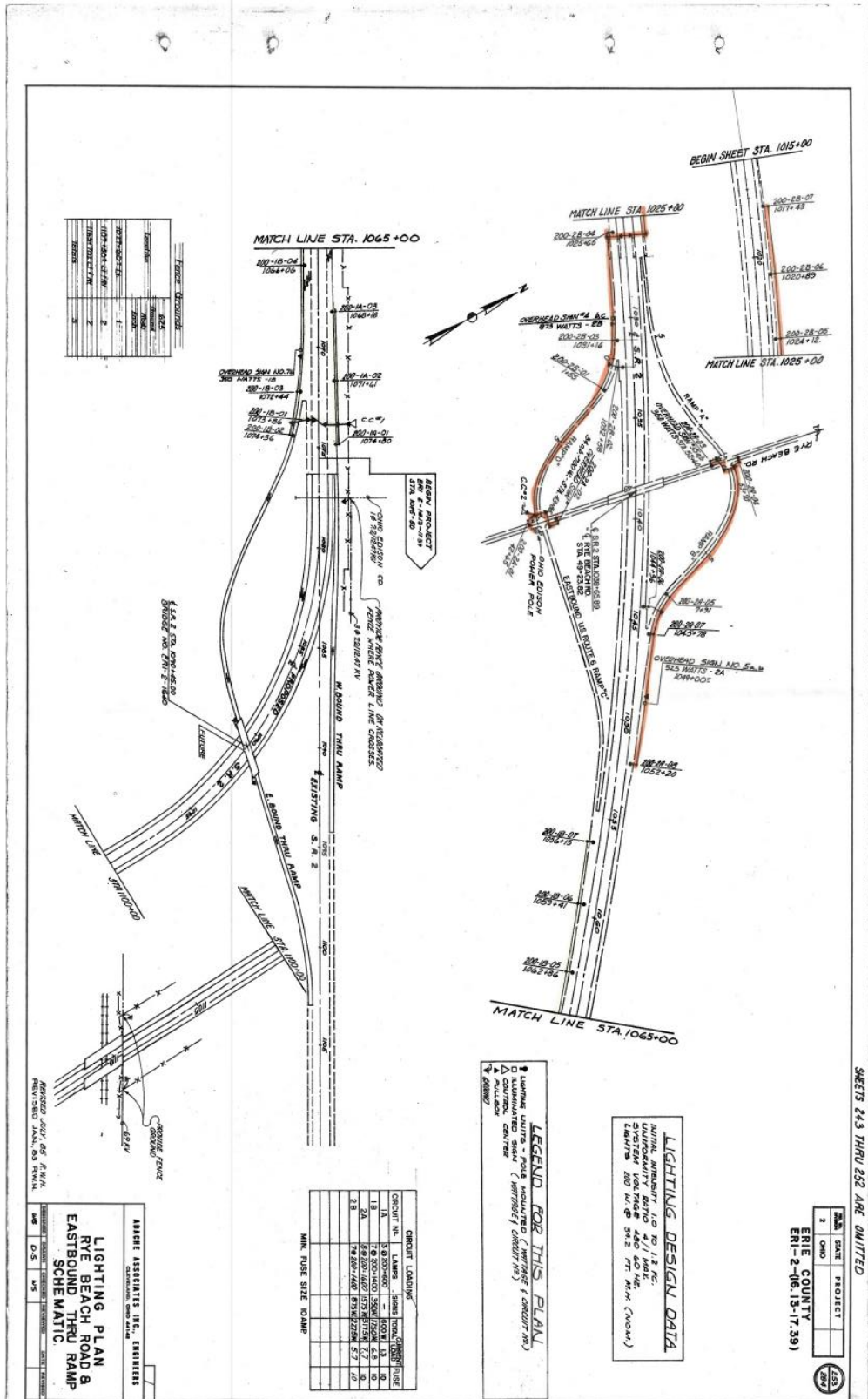
\_\_\_\_\_

PRINT NAME AND TITLE

DATE \_\_\_\_\_



# City of Huron Highway Lighting





**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 30-2026 (*submitted by Stuart Hamilton*)  
**DATE:** April 14, 2026

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### **Subject Matter/Background**

Resolution No. 30-2026 sets forth those properties in Districts 2, 3 and 4 (copies of the maps of the Districts are attached to the legislation as Exhibit A) with sidewalks requiring replacement or grinding per inspections performed by the City in March of 2026. All sidewalks have been marked with white paint to make it easier for the homeowners to determine which slabs require maintenance. Sidewalks needing replacement or repair are set forth on Exhibit 1 and total \$120,875. This is a continuation of our tree and sidewalk assessment program.

The Sidewalk Maintenance Program includes the following steps:

Resolution of Necessity to inspect sidewalks

Initial inspections of District sidewalks

Courtesy letter to residents identifying repairs needed

Reinspection of District 2, 3 and 4 sidewalks to determine work that has not been completed - **completed March 2026;**

Resolution No. 30-2026 (current legislation) ordering certified notice to homeowners - **if approved, will be completed April 14, 2026;**

Certified letters mailed to homeowners with notice to complete repairs within 60 days - **to be mailed April 2026;**

60 days following service of certified letters, obtain quotes from concrete contractors;

If proposal over \$25,000, present legislation to Council for approval;

Repairs to be completed by City's contractor in early spring 2027.

### **Financial Review**

The City's property maintenance fund (Fund 202) will account for these services. If the City is not reimbursed by the property owner in accordance with the code, the total cost will be certified to the County Auditor, plus interest, for collection through property tax payments over 4 years.

Total Cost: \$120,875

Account: 202-6205-55933

### **Legal Review**

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

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 30-2026 is in order.

[Resolution No. 30-2026 Ordering Sidewalk Repairs Mach 2026.docx](#)  
[Streets by District 2.pdf](#)

[Streets by District 3.pdf](#)

[Streets by District 4.pdf](#)

**RESOLUTION NO. 30-2026**

Introduced by: Sam Artino

**A RESOLUTION ORDERING THE REPAIR OF THE PUBLIC SIDEWALKS ABUTTING CERTAIN PREMISES IN THE CITY OF HURON AND DECLARING AN EMERGENCY**

**WHEREAS**, an inspection of certain sidewalks in Districts 2, 3 and 4 in the City of Huron (diagram depicting District 4 is attached hereto as Exhibit A) has shown that the following sidewalks abutting certain premises are in need of repair and are an obstruction to pedestrian traffic:

<b>Parcel #</b>	<b>Parcel Address</b>
42-00623.000	520 Adams
42-01819.000	412 Anchorage
42-00302.000	1015 Beachside
42-00294.000	208 Berlin
42-01725.000	311 Berlin
42-00917.000	315 Berlin
42-01066.000	337 Berlin
42-01654.000	341 Tiffin
42-00448.000	417 Berlin
42-00807.000	314 Brunswick
42-00592.000	316 Brunswick
42-01233.000	319 Brunswick
42-00139.000	322 Brunswick
42-01139.00	324 Brunswick
42-00617.000	330 Brunswick
42-01265.000	332 Brunswick
42-00690.000	333 Brunswick
42-01047.000	337 Brunswick
42-00045.000	339 Brunswick
42-01205.000	341 Brunswick
42-01594.000	116 Center
42-01620.000	125 Center
42-00206.000	132 Center
42-01810.000	202 Center
42-01324.000	209 Center
42-00980.000	215 Center
42-00064.000	217 Center
42-00981.000	299 Center
42-00167.000	303 Center

42-01608.000	304 Center
42-01607.000	315 Center
42-01547.000	316 Center
42-00024.000	319 Center
42-01546.000	320 Center
42-01266.000	323 Center
42-00577.000	329 Center
42-01518.000	335 Center
42-01451.000	337 Center
42-00819.000	347 Center
42-00801.000	349 Center
42-00123.000	4002 Center
42-01804.000	410 Center
42-00179.000	415 Center
42-01435.000	426 Center
42-01040.000	428/430 Center
48-00270.000	67 Miami Pl.
48-00183.000	Uncas Park
42-01351.000	620 Cleveland Rd. W.
42-01553.000	540 Cleveland Rd. W.
42-00524.000	417 Cleveland Rd. W.
42-00494.000	418 Cleveland Rd. W.
42-00400.000	419 Cleveland Rd. W.
42-00880.000	420 Cleveland Rd. W.
42-01640.000	422 Cleveland Rd. W.
42-01080.000	426 Cleveland Rd. W.
42-00734.000	430 Cleveland Rd. W.
42-60794.000	Jim Campbell Blvd.
42-90043.000	Meeker Vacant Lot
42-01043.000	113 Ohio
42-01709.000	124 Ohio
42-00057.000	125 Ohio
42-01007.000	126 Ohio
42-01735.000	207 Ohio
42-01339.000	222 Ohio
42-01522.000	224 Ohio
42-00756.000	301 Ohio
42-00505.000	315 Ohio

42-00530.000	328 Ohio
42-00552.000	402 Ohio
42-00711.000	403 Ohio
42-01418.000	410 Ohio
42-01513.000	415 Ohio
42-01089.000	340 Ontario
42-00281.000	346 Ontario
42-00587.000	309 Portland
42-00634.000	310 Portland
42-01671.000	208 Shirley
42-00482.000	201 South
42-00555.000	310 South
42-01450.000	420 Stowe
42-00131.000	422 Stowe
42-00302.000	128 Tiffin
42-01628.000	307 Tiffin
42-01076.000	103 Wall
42-01617.000	409 Wilbor
42-00813.000	115 Williams
42-00897.000	210 Williams
42-01831.000	213 Williams
42-01199.000	215 Williams
42-00215.00	216 Williams
42-02072.999	306-308 Williams
42-00047.000	309 Williams
42-01727.000	311 Williams
42-03002.000	401 Williams
42-00114.000	403 Williams
42-00550.000	419 Williams
42-00213.000	429 Williams
42-00207.000	602 Williams

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

**SECTION 1.** That this Council hereby approves the plans, specifications, and estimated costs of the proposed construction or repair of the sidewalks that are on file with the Clerk of Council as required by O.R.C. § 729.02, *et. seq.*

**SECTION 2.** That the public sidewalks abutting certain premises listed below are determined to be in need of repair and to be an obstruction and hazard to safe pedestrian traffic:

<b>Parcel #</b>	<b>Parcel Address</b>	<b>Action Required</b>	<b>Quantity</b>	<b>Estimated Cost</b>
42-00623.000	520 Adams	Grind	2	\$250
42-01819.000	412 Anchorage	Replace	20sf	\$500
42-00302.000	1015 Beachside	Grind	1	\$125
42-00294.000	208 Berlin	Replace	40sf	\$1,000
42-01725.000	311 Berlin	Grind Replace	1 60sf	\$125 \$1,500
42-00917.000	315 Berlin	Replace	80sf	\$2,000
42-01066.000	337 Berlin	Grind Replace	1 20sf	\$125 \$500
42-01654.000	341 Tiffin	Replace	60sf	\$1,500
42-00448.000	417 Berlin	Grind	1	\$125
42-00807.000	314 Brunswick	Grind	1	\$125
42-00592.000	316 Brunswick	Replace	20sf	\$500
42-01233.000	319 Brunswick	Grind	1	\$125
42-00139.000	322 Brunswick	Replace	20sf	\$500
42-01139.00	324 Brunswick	Grind	1	\$125
42-00617.000	330 Brunswick	Replace	20sf	\$500
42-01265.000	332 Brunswick	Grind Replace	1 20sf	\$125 \$500
42-00690.000	333 Brunswick	Grind Replace	1 20sf	\$125 \$500
42-01047.000	337 Brunswick	Grind	1	\$125
42-00045.000	339 Brunswick	Replace	60sf	\$1,500
42-01205.000	341 Brunswick	Replace	20sf	\$500
42-01594.000	116 Center	Grind	2	\$250
42-01620.000	125 Center	Grind	2	\$250
42-00206.000	132 Center	Grind Replace	4 160sf	\$125 \$4,000
42-01810.000	202 Center	Grind Replace	6 60sf	\$750 \$1,500
42-01324.000	209 Center	Grind	1	\$125
42-00980.000	215 Center	Replace	100sf	\$2,500
42-00064.000	217 Center	Replace	20sf	\$500
42-00981.000	299 Center	Grind Replace	2 400sf	\$250 \$10,000
42-00167.000	303 Center	Replace	20sf	\$500

42-01608.000	304 Center	Grind Replace	2 180sf	\$250 \$4,500
42-01607.000	315 Center	Replace	20sf	\$500
42-01547.000	316 Center	Grind Replace	2 60sf	\$250 \$1,500
42-00024.000	319 Center	Grind Replace	1 140sf	\$125 \$3,500
42-01546.000	320 Center	Grind Replace	1 40sf	\$125 \$1,000
42-01266.000	323 Center	Replace	100sf	\$2,500
42-00577.000	329 Center	Replace	80sf	\$2,000
42-01518.000	335 Center	Replace	120sf	\$3,000
42-01451.000	337 Center	Grind Replace	1 20sf	\$125 \$500
42-00819.000	347 Center	Replace	20sf	\$500
42-00801.000	349 Center	Grind Replace	1 20sf	\$125 \$500
42-00123.000	402 Center	Replace	20sf	\$500
42-01804.000	410 Center	Replace	20sf	\$500
42-00179.000	415 Center	Replace	100sf	\$2,500
42-01435.000	426 Center	Grind Replace	1 20sf	\$125 \$500
42-01040.000	428/430 Center	Replace	20sf	\$500
48-00270.000	67 Miami Pl.	Grind	1	\$125
48-00183.000	Uncas Park	Grind Replace	1 20sf	\$125 \$500
42-01351.000	620 Cleveland Rd. W.	Replace	40sf	\$1,000
42-01553.000	540 Cleveland Rd. W.	Replace	140sf	\$3,500
42-00524.000	417 Cleveland Rd. W.	Replace	80sf	\$2,000
42-00494.000	418 Cleveland Rd. W.	Replace	40sf	\$1,000
42-00400.000	419 Cleveland Rd. W.	Replace	40sf	\$1,000
42-00880.000	420 Cleveland Rd. W.	Replace	20sf	\$500
42-01640.000	422 Cleveland Rd. W.	Grind	1	\$125
42-01080.000	426 Cleveland Rd. W.	Replace	40sf	\$1,000
42-00734.000	430 Cleveland Rd. W.	Replace	40sf	\$1,000
42-60794.000	Jim Campbell Blvd.	Replace	60sf	\$1,500
42-90043.000	Meeker Vacant Lot	Replace	120sf	\$3,000
42-01043.000	113 Ohio	Grind	2	\$250
42-01709.000	124 Ohio	Grind	2	\$250
42-00057.000	125 Ohio	Grind Replace	1 60sf	\$125 \$1,500

42-01007.000	126 Ohio	Grind Replace	5 20sf	\$625 \$500
42-01735.000	207 Ohio	Replace	80sf	\$2,000
42-01339.000	222 Ohio	Grind Replace	1 40sf	\$125 \$1,000
42-01522.000	224 Ohio	Grind	1	\$125
42-00756.000	301 Ohio	Replace	60sf	\$1,500
42-00505.000	315 Ohio	Replace	20sf	\$500
42-00530.000	328 Ohio	Replace	180sf	\$4,500
42-00552.000	402 Ohio	Replace	80sf	\$2,000
42-00711.000	403 Ohio	Replace	20sf	\$500
42-01418.000	410 Ohio	Grind Replace	1 40sf	\$125 \$1,000
42-01513.000	415 Ohio	Grind Replace	1 80sf	\$125 \$2,000
42-01089.000	340 Ontario	Replace	20sf	\$500
42-00281.000	346 Ontario	Grind	2	\$250
42-00587.000	309 Portland	Replace	20sf	\$500
42-00634.000	310 Portland	Grind Replace	2 20sf	\$250 \$500
42-01671.000	208 Shirley	Replace	40sf	\$1,000
42-00482.000	201 South	Grind Replace	1 60sf	\$125 \$1,500
42-00555.000	310 South	Grind Replace	1 40sf	\$125 \$1,000
42-01450.000	420 Stowe	Grind Replace	1 40sf	\$125 \$1,000
42-00131.000	422 Stowe	Grind Replace	1 20sf	\$125 \$500
42-00302.000	128 Tiffin	Replace	40sf	\$1,000
42-01628.000	307 Tiffin	Grind	1	\$125
42-01076.000	103 Wall	Grind	1	\$125
42-01617.000	409 Wilbor	Grind Replace	2 20sf	\$250 \$500
42-00813.000	115 Williams	Grind Replace	2 20sf	\$250 \$500
42-00897.000	210 Williams	Grind	2	\$250
42-01831.000	213 Williams	Grind	2	\$250
42-01199.000	215 Williams	Grind	1	\$125
42-00215.00	216 Williams	Grind	1	\$125
42-02072.999	306-308 Williams	Grind Replace	2 20sf	\$250 \$500

42-00047.000	309 Williams	Grind Replace	1 20sf	\$125 \$500
42-01727.000	311 Williams	Replace	40sf	\$1,000
42-03002.000	401 Williams	Grind Replace	2 140sf	\$250 \$3,500
42-00114.000	403 Williams	Replace	20sf	\$500
42-00550.000	419 Williams	Grind Replace	2 40sf	\$250 \$1,000
42-00213.000	429 Williams	Replace	100sf	\$2,500
42-00207.000	602 Williams	Replace	200sf	\$5,000
<b>TOTAL:</b>				<b>\$120,875</b>

**SECTION 3.** That pursuant to Section 521.06 of the Codified Ordinances of the City of Huron, the Clerk of Council is hereby directed to serve notice by certified mail upon the owner of said premises ordering the repair of said sidewalk and the removal of said obstruction and hazard.

**SECTION 4.** That if the owner of said premises fails to comply with such notice to repair the sidewalk within 30 days of the delivery of said notice, the Building and Zoning Department shall cause the sidewalk to be repaired and the expenses and labor costs incurred in the making of repair will be entered upon the tax duplicate as a lien upon such land pursuant to Section 521.06 of the Codified Ordinances of the City of Huron.

**SECTION 5.** 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 6.** That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that it is immediately necessary to have said sidewalk repaired to protect pedestrian traffic, wherefore this Resolution shall be in full force and effect and take effect immediately upon its passage.

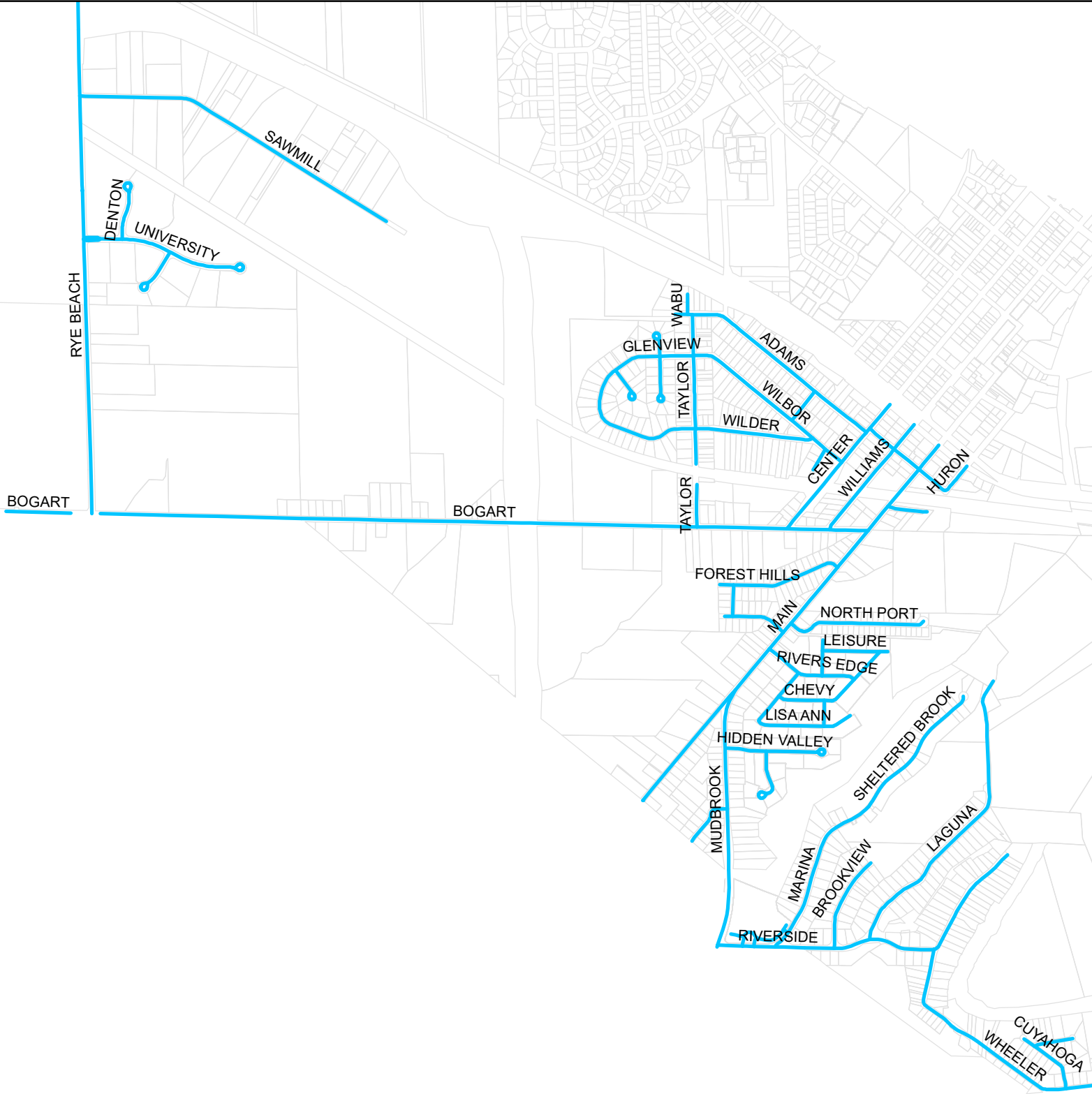
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Monty Tapp, Mayor

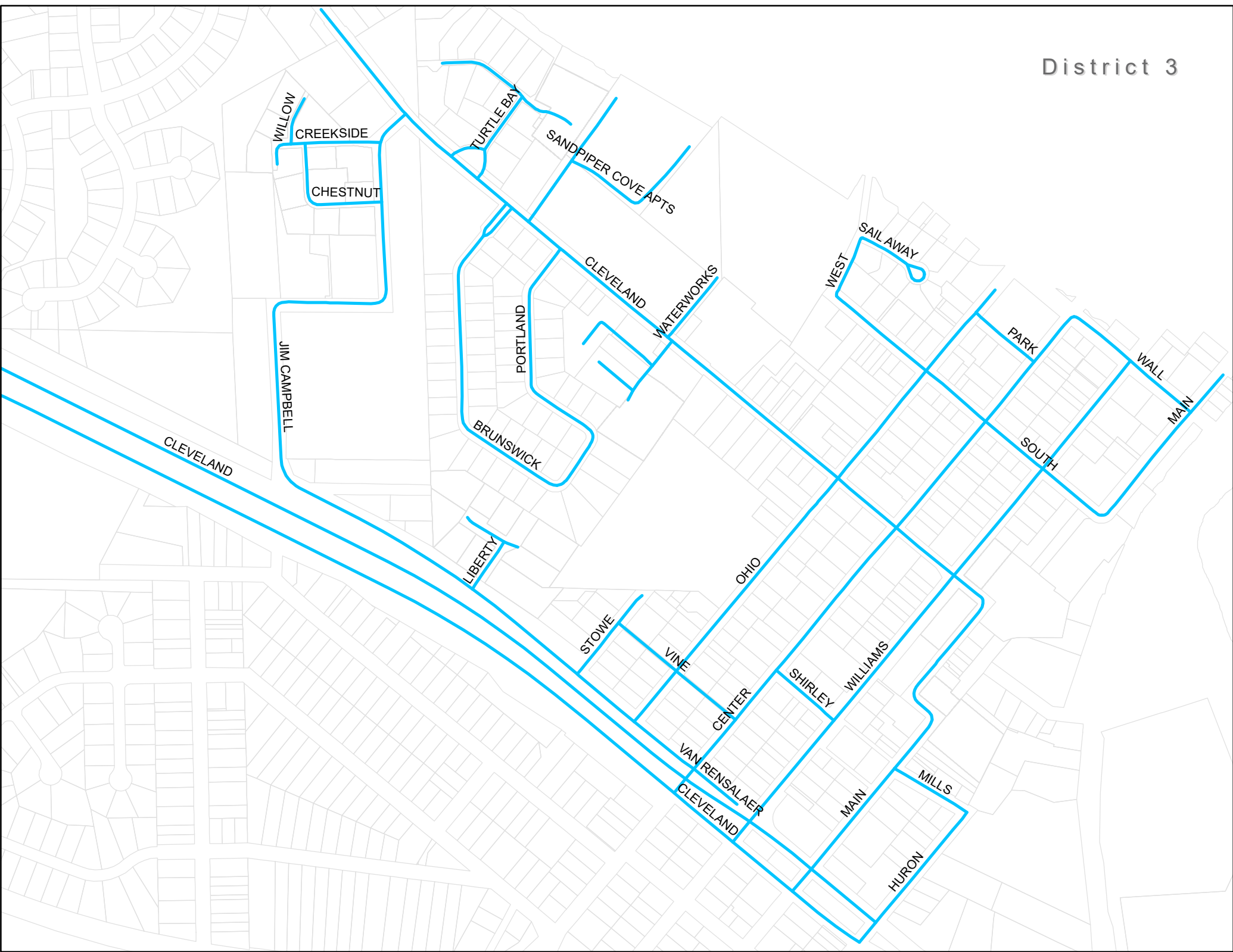
ATTEST: \_\_\_\_\_  
Clerk of Council

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

District 2



District 3



WILLOW

CREEKSIDE

CHESTNUT

JIM CAMPBELL

CLEVELAND

BRUNSWICK

PORTLAND

TURTLE BAY

SANDPIPER COVE APTS

CLEVELAND

WATERWORKS

WEST

SAILAWAY

PARK

WALL

MAIN

SOUTH

OHIO

STOWE

VINE

CENTER

SHIRLEY

WILLIAMS

VAN RENSALAER  
CLEVELAND

MAIN

MILLS

HURON





**TO:** Mayor Tapp and City Council  
**FROM:** Kevin McGraw  
**RE:** Resolution No. 31-2026 (*submitted by Chief Kevin McGraw*)  
**DATE:** April 14, 2026

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### **Subject Matter/Background**

The purpose of the State Board of Emergency Medical, Fire, and Transportation Services Grant Program, administered by the Ohio Department of Public Safety, Division of Emergency Medical Services, is to improve and enhance EMS and trauma patient care in Ohio through the provision of grant funding for equipment, training, and research. The funding source for the grant program is fines levied in the State of Ohio for seat belt violations.

The EMS grant award year begins on July 1 and runs through June 30. There are five types of grants (Priorities 2 - 5) available. The amount awarded for each priority is determined by the State Board of Emergency Medical, Fire, and Transportation Services and by the amount of funds available during the award year. [Section 4765.07](#) of the Ohio Revised Code defines the priority distribution of the available funds for the grant program.

Grant applications were due April 1st by 5:00 p.m. Priority 1 grant applications are submitted online. Priorities 2 - 5 must utilize paper applications. Grant awards are approved at the June meeting of the State Board of Emergency Medical, Fire, and Transportation Services. Award letters are mailed to recipients at the end of June.

Resolution No. 31-2026 requests ratification of the City's application for this grant up to the amount of \$10,000 and further authorizes acceptance of the grant award, should the application be successful.

### **Financial Review**

Any funds awarded will be account for in the Fire Rescue 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. 31-2026 is in order.

[Resolution No. 31-2026 EMS Grant Ratification \\$10,000.docx](#)

[Resolution No. 31-2026 Edxh A Ohio EMS Grants Application.pdf](#)

**RESOLUTION NO. 31-2026**

Introduced by Mark Claus

**A RESOLUTION RATIFYING SUBMISSION OF A GRANT APPLICATION TO THE STATE BOARD OF EMERGENCY MEDICAL, FIRE, AND TRANSPORTATION SERVICES GRANT PROGRAM ADMINISTERED BY THE OHIO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MEDICAL SERVICES, FOR FUNDING FOR EMS-RELATED EQUIPMENT, TRAINING AND/OR RESEARCH FOR THE HURON FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED TEN THOUSAND AND XX/100 DOLLARS (\$10,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD IN AN AMOUNT NOT TO EXCEED TEN THOUSAND AND XX/100 DOLLARS (\$10,000.00), SHOULD THE APPLICATION BE SUCCESSFUL.**

**WHEREAS**, the City of Huron desires to seek grant funding from the State Board of Emergency Medical, Fire, and Transportation Services Grant Program administered by the Ohio Department of Public Safety, Division of Emergency Medical Services, seeking funding for EMS-related equipment, training and/or research for the Huron Fire Department;

**WHEREAS**, the City meets basic eligibility requirements for funding per the guidelines of the program;

**WHEREAS**, the City submitted its application prior to the April 1, 2026 deadline for the 2026 funding cycle;

**WHEREAS**, the City of Huron has the authority to apply for financial assistance and to administer the amounts received from the State Board of Emergency Medical, Fire and Transportation Services Grant 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, 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 the State Board of Emergency Medical, Fire, and Transportation Service Grant Program administered by the Ohio Department of Public Safety, Emergency Medical Services, to become eligible for potential funding assistance relating to EMS-related equipment, training and/or research for the Huron Fire Department in an amount not to exceed Ten Thousand and xx/100 Dollars (\$10,000.00).

**SECTION 2.** If grant funds are awarded, the City Manager is further authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the State Board of Emergency Medical, Fire, and Transportation Service Grant Program administered by the Ohio Department of Public Safety, Emergency Medical Services, in the amount not to exceed Ten Thousand and xx/100 Dollars (\$10,000.00), 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.

---

Monty Tapp, Mayor

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

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



**GRANT APPLICATION  
Priority One**

<b>AGENCY ID #:</b> 22-009		<b>EMS Organization Name:</b> Huron Fire Department		<b>FEDERAL TAX I.D.#</b> 34-6400671	
<b>Mailing Address</b> 417 Main Street Huron OH 44839		<b>COUNTY</b> Erie	<b>Phone</b> (419) 433-3544	<b>Fax</b> (419) 433-3544	
<p><b>Your agency must be an Emergency Medical Services organization whose main responsibility is to provide continuous emergency medical services to the community pursuant to requests and / or calls from the public for emergency medical service response. Such EMS organizations must also meet one of the following. Please select which response best describes your agency</b></p> <p><input checked="" type="checkbox"/> This agency provides emergency medical services, and is established or operated by a township, municipality, village, city, county, joint fire district, joint ambulance district, or joint township fire district within the state.</p> <p><input type="checkbox"/> This agency provides emergency medical services, pursuant to a contract or letter, to a township, municipality, village, city, county, joint fire district, joint ambulance district, or joint township fire district within the state.</p> <p><input type="checkbox"/> This agency does not provide emergency medical services under the operation of a township, municipality, village, city, county, joint fire district, joint ambulance district, or joint township fire district within the state OR pursuant to a contract or letter, to a township, municipality, village, city, county, joint fire district, joint ambulance district, or joint township fire district within the state.</p>					
<b>Does your agency provide patient treatment services?</b> Yes		<b>Is your agency in compliance with the submission of data to the Division of EMS as defined in O.A.C 4765-4-08, and required under section 4765.06 of the ORC?</b> Yes			
<b>Does your agency provide patient treatment services?</b> Yes			<b>Does your agency submit data under a different agency than your own?</b> No		
<b>Is your agency in compliance with the submission of data to the Division of EMS as defined in O.A.C 4765-4-08, and required under section 4765.06 of the ORC?</b> Yes					
<b>Is your agency the Primary provider of EMS services for a political subdivision?</b> Yes Huron and Huron Township					
<b>AUTHORIZING OFFICIAL</b> kurt schaffer		<b>TELEPHONE NUMBER</b> (419) 433-3544		<b>E-MAIL ADDRESS</b> fire.chief@huronohio.us	
<b>MEDICAL DIRECTOR</b> Donald Spaner		<b>PHYSICIANS LICENSE #</b> 35.064010		<b>TELEPHONE NUMBER</b> (440) 552-6472	
<b>Does your Medical Director meet the requirements as defined in section 4765-3-05 of the O.A.C?</b> Yes					
<b>CONTACT PERSON</b> kurt schaffer		<b>TITLE</b> captain / ems coordinator		<b>TELEPHONE NUMBER</b> (419) 433-3544	
				<b>E-MAIL ADDRESS</b> fire.chief@huronohio.us	

**Which funding sources does your agency receive?**

Billing  Donations  Grants  Tax Levy-Property  Tax Levy-Income  Tax Levy-Sales  Other:

<b>Operating Budget</b> \$5,300,000.00	<b>Square miles covered</b> 47	<b>Population Covered</b> 14000	<b>Population Increase</b> 42000
<b>Number of stations</b> 2	<b>Number of EMS Runs</b> 1954	<b>Does your agency provide emergency medical transport services?</b> Yes	
<b>Number of emergency medical service transports reported to EMSIRS within your annual budget period</b> 1390		<b>Provide the number of each type of EMS transport vehicle your agency has?</b> <u>Frontline:</u> 3 <u>Reserve:</u> 0 <u>Total:</u> 3	
<b>Highest level of service provided</b> Paramedic <b>Volunteer %:</b> 0.00	<b>Describe your staffing</b> Full-Time Part-Time	<b>Agency member certification levels</b> <u>EMR:</u> 0 <u>EMT:</u> 11 <u>AEMT:</u> 1 <u>Paramedic:</u> 34	

**Please provide a brief description of your primary response area**

The Huron Fire Department covers both the City of Huron and Huron Township covering 47 square miles of land and up to 374 square square miles of potential water area. We operate with three ambulances and every ambulance is an ALS unit with at least one paramedic on at all times. Huron is located on the shore of Lake Erie which results in our population tripling in the summer months .Huron Fire also operates a rescue boat covering a large area of the county extending to the Canadian border.



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 32-2026 (*submitted by Stuart Hamilton*)  
**DATE:** April 14, 2026

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### **Subject Matter/Background**

As part of the US6 Ph2 project, the City was required to purchase the light poles and light arms to match existing installed in US6 Ph1. Once purchased, these will be installed as part of the project. This is for a total of 25 streetlights.

#### Quotes Received:

Gexpro - \$74,000 (see Exhibit "A" to legislation)

Power Line Supply - \$77,083.75 (see Exhibit 1 attached hereto)

### **Financial Review**

This purchase will be accounted for in the Capital Fund.

### **Legal Review**

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

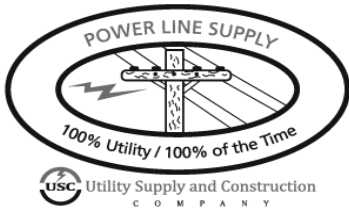
### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 32-2026 is in order.

[Resolution No. 32-2026 Exh 1 Power Line Supply Quote.pdf](#)

[Resolution No. 32-2026 Gexpro US 6 Phase II Lighting \\$74,000 \(1\).docx](#)

[Resolution No. 32-2026 Exh A Gexpro Proposal \(1\).pdf](#)



Power Line Supply  
 420 Roth Street Suite A  
 Reed City, MI 49677  
 US  
 419-227-7575

# QUOTATION

Order Number	
12901656	
Order Date	Page
03/24/2026 09:46:46	1 of 1

Quote Expires On: 04/23/2026

**Bill To:**

City of Huron  
 417 Main St.  
 Huron, OH 44839  
 US

**Ship To:**

City of Huron  
 417 Main St.  
 Huron, OH 44839  
 US

419-433-5000

Attn: Accounts Payable

Requested By: Stuart Hamilton

**Customer ID:** 114385

PO Number	Freight	Carrier	Taker
ATTN: STUART HAMILTON-1	Bill to Customer	UPS Ground	NANCY_HOEL

Quantities					Item ID Item Description	Pricing UOM/Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

**Order Note:** CURRENT LEADTIME IS 9 TO 11 WEEKS.

25.0000	0.0000	25.0000	EA	(001) BHDF QSM BK	EA 1.0	192.2500	4,806.25
			1.0	Arm Fitter Boston Harbour Decorative Quick Stem Mount Black	<b>Lead Time Days ARO: 0</b>		

25.0000	0.0000	25.0000	EA	(002) 200050506S4T1VDASCFCSTCVRBKAB264B HC721CA	EA 1.0	2,891.1000	72,277.50
			1.0	Pole RFD252602 20FT Round Aluminum STRAIGHT 5IN BUTT 0.188 WALL POLE TO HAVE A 3IN X 5IN TALL TENON BASE COVER INCLUDED FESTOON WITH A BLANK COVER BLACK FINISH	<b>Lead Time Days ARO: 10</b>		

**Order Line Notes:** NOTE: POLE RATED FOR SINGLE FIXTURE AND 4' OR 6' BOSTON HARBOR ARM.FIXTUE AND FITTER NOT INCLUDED IN THIS RFD! CURRENT LEADTIME IS 10 TO 12 WEEKS.

Total Lines: 2

**SUB-TOTAL:** 77,083.75  
**TAX:** 0.00

Please note: Due to extreme market volatility surrounding Sections 232 and 301 tariffs, all quoted prices are subject to confirmation at time of order shipment. We continue to monitor the changing market conditions and appreciate your understanding during these unprecedented times.

**AMOUNT DUE:** 77,083.75  
 U.S. Dollars



Document ID: 12901656

For purposes of these Terms and Conditions of Sale (the "Terms"), Power Line Supply Company is referred to as "Seller" or "PLS," the purchaser of goods and/or services is referred to as "Buyer," each quotation, acknowledgment, purchase order confirmation or similar document issued by Seller is an "Acknowledgment," and the resulting agreement between Seller and Buyer (inclusive of these Terms) is the "Agreement." These Terms supersede and replace any prior or existing terms and conditions and shall prevail over any conflicting, different or additional terms in any purchase order or other document issued by Buyer.

1. Agreement Formation and Acceptance. Seller's Acknowledgment is an offer to sell strictly in accordance with these Terms. Any acceptance by Buyer is expressly limited to these Terms, and Buyer's issuance of a purchase order, written or electronic acceptance, or acceptance of any goods or services shall constitute Buyer's unqualified assent to these Terms. No additional or different terms proposed by Buyer shall become part of the Agreement unless expressly accepted in a separate writing signed by an authorized officer of Seller.
2. Pricing and Payment. Unless otherwise agreed in a writing signed by Seller, the purchase price is due in full thirty (30) days from the date of Seller's invoice. Late payments accrue interest at 1.5% per month (18% per annum) or the maximum lawful rate, whichever is less, compounded monthly. Buyer shall pay all costs of collection, including reasonable attorneys' fees and court costs. Seller may, in its sole discretion, (a) require payment in advance or cash on delivery, (b) revoke any credit previously extended, and (c) withhold shipment or performance until satisfactory security is received.
3. Delivery; Title and Risk of Loss. Unless otherwise stated on the face of the Acknowledgment, delivery terms are F.O.B. Seller's shipping point (for domestic transactions) or EXW Seller's facility (for international transactions). Title and risk of loss transfer to Buyer immediately upon identification of the goods to the Agreement, irrespective of any freight allowance or prepayment by Seller. All shipment, delivery and performance dates are estimates only and time is not of the essence.
4. Taxes and Other Charges. Prices do not include, and Buyer shall pay, all federal, state, local or foreign taxes, duties, tariffs and similar charges, as well as any export or import fees, brokerage fees, insurance or other amounts required to be paid or collected by Seller or any governmental authority, unless Buyer timely furnishes a valid exemption certificate acceptable to the relevant taxing authority.
5. Unavoidable Delay. Seller shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, labor disputes, shortages, inability to obtain materials or transportation, governmental actions, pandemic, epidemic, fire, flood or other casualty ("Force Majeure"). Any delivery or performance date shall be deemed extended for a period equal to the delay caused by such event.
6. Inspection; Shipment Discrepancy Claims. Buyer shall inspect all goods immediately upon receipt. Claims for shipping errors (shortages, overages or incorrect items) must be submitted in writing to Seller within ten (10) days after Buyer's signed receipt of goods, accompanied by delivery documentation and photographs if applicable. BUYER IRREVOCABLY WAIVES ANY CLAIMS NOT RECEIVED BY SELLER WITHIN THIS 10-DAY PERIOD. Claims for loss or damage in transit shall be filed directly by Buyer with the carrier; Seller bears no responsibility for carrier-related loss or damage.
7. PLS Return Policy. No product may be returned without Seller's prior written authorization ("RMA"). Requests for return must: (a) be submitted within twelve (12) months of Buyer's physical receipt of the goods; (b) reference Seller's invoice number and Buyer's signed delivery receipt; (c) pertain only to product in its original, unopened packaging and in new, resalable condition; and (d) be shipped freight-prepaid to Seller's designated facility, accompanied by the RMA paperwork, within thirty (30) days after issuance of the RMA. Unauthorized or late returns will be refused and returned to Buyer at Buyer's expense. All authorized returns are subject to Seller's inspection and a restocking fee of up to thirty-five percent (35%) of the net invoice price, in Seller's sole discretion, plus reimbursement of any refurbishment or repackaging costs.
8. Non-Returnable Products. All non-stock, original advice note "OAN," made-to-order, custom, special-order, or logoed/marked products are non-returnable. At Seller's option, and only upon Seller's prior written approval, such products may be eligible for reallocation to Vendor-Managed Inventory ("VMI") or Domestic On-Site Material ("DOM") inventories; any such reallocation shall be at Buyer's sole cost and risk.
9. Cancellations. Buyer may not cancel an accepted order, in whole or part, without Seller's prior written consent. Cancellation requests for stock items must be received at least fourteen (14) days before the scheduled ship date and may be subject to a cancellation fee determined by Seller. Non-stock, OAN, made-to-order, or customized/logoed items may be cancelled only with the manufacturer's written approval, and Buyer shall bear any manufacturer-imposed cancellation charges in addition to Seller's administrative fee. Buyer shall also be liable for the purchase price of any goods completed or substantially completed prior to Seller's acceptance of cancellation.
10. Change Order Requests. Buyer may request changes to an order only by a written change order. No change order is effective unless accepted in writing by Seller. If an accepted change order causes an increase or decrease in Seller's cost or the time required for performance, Seller shall be entitled to an equitable adjustment in price and/or delivery schedule. Seller shall have no obligation to commence work on any change until the parties agree in writing to such adjustment.
11. Limited Warranty on Services; Disclaimer of Warranties. Seller warrants that services, if any, will conform to generally accepted industry standards at the time performed. If a service proves defective (as defined below) and Buyer returns any affected product F.O.B. Seller's designated facility within thirty (30) days after performance, Seller will, at its option, re-perform the service or refund the price allocable to the defective portion of the service. A service is "defective" only if Seller determines it materially fails to conform to industry standards and such failure is not attributable to specifications, materials or instructions supplied by Buyer. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHERWISE WITH RESPECT TO THE GOODS OR SERVICES. BUYER ACKNOWLEDGES THAT IT ALONE HAS DETERMINED THE SUITABILITY OF THE GOODS FOR BUYER'S INTENDED USE.
12. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE (A) FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR COST OF SUBSTITUTE GOODS) OR (B) FOR ANY AMOUNT EXCEEDING THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR SERVICES GIVING RISE TO THE CLAIM, WHETHER IN CONTRACT, WARRANTY, TORT (Including Negligence), STRICT LIABILITY OR OTHERWISE. THE LIMITATIONS IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
13. Indemnification. Buyer shall defend, indemnify and hold Seller, its affiliates and their respective directors, officers, employees and agents harmless from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including attorneys' fees) arising out of or related to (a) Buyer's breach of the Agreement, (b) Buyer's negligence, misuse, alteration or improper installation or operation of the goods, (c) Buyer's violation of applicable laws or regulations, or (d) any infringement or alleged infringement of intellectual property rights arising from Seller's compliance with Buyer's designs, specifications or instructions.
14. Security Interest; Solvency. Buyer grants Seller a first-priority purchase money security interest in all goods sold hereunder, together with all proceeds, to secure payment and performance of Buyer's obligations. Buyer authorizes Seller to file financing statements and other documents to perfect and maintain such security interest. Buyer represents that it is solvent and capable of performing its obligations; Buyer's insolvency, failure to timely pay, or other reasonable grounds for insecurity shall entitle Seller to demand adequate assurance, suspend performance, or terminate the Agreement without liability.
15. Compliance, Permits and Safety. Buyer shall obtain, at its sole expense, all permits, licenses, inspections and approvals required for installation, operation, use or resale of the goods, and shall ensure that the goods and any end products into which they are incorporated comply with all applicable laws, regulations, codes and standards. Buyer shall not remove or alter any safety devices, warnings or instructions placed on the goods and shall indemnify Seller for any failure to comply with this Section.
16. Intellectual Property; Confidentiality. All inventions, designs, drawings, specifications, software, data and other intellectual property developed or provided by Seller in connection with the Agreement (collectively, "IP") are and shall remain Seller's sole property. Buyer receives no license, express or implied, to any IP except the limited right to use the goods in the ordinary course of business. Buyer shall not disclose any IP or confidential information of Seller to third parties without Seller's prior written consent.
17. Quantities and Blanket Orders. Quantity discrepancies must be reported to Seller in writing within thirty (30) days after delivery; otherwise, delivery shall be deemed complete. For any blanket or scheduled-release order, Buyer shall purchase the entire stated quantity; upon expiration or earlier termination, Buyer shall accept and pay for all remaining balance of goods.
18. Cancellation for Cause; Adequate Assurance. Seller may, in addition to other remedies, cancel the Agreement or suspend performance if Buyer (a) fails to timely pay any amount due, (b) otherwise breaches the Agreement, (c) becomes insolvent or subject to bankruptcy or similar proceedings, or (d) fails to provide adequate assurance of due performance within ten (10) days after Seller's written demand.
19. Time to Bring Action. Any action by Buyer against Seller arising out of or relating to the Agreement must be commenced within one (1) year after the cause of action accrues, notwithstanding any longer statute of limitations.
20. Governing Law; Forum; Waiver of Jury Trial. The Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict-of-laws principles. Any action arising out of or relating to the Agreement shall be brought exclusively in a state or federal court located in Grand Rapids, Michigan, and Buyer irrevocably submits to such jurisdiction and waives any objection to venue or forum non conveniens. Buyer waives its right to a jury trial in any litigation arising out of or related to the agreement.
21. Entire Agreement; Amendments; No Waiver. The Agreement constitutes the entire agreement between Seller and Buyer with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, understandings and representations. No amendment or modification shall be effective unless in a writing signed by an authorized representative of Seller. Seller's waiver of any breach shall not be deemed a waiver of any subsequent breach.
22. Severability. If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be interpreted to fulfill its intended purpose to the maximum extent permitted by law. BY ACCEPTING OR PAYING FOR ANY GOODS OR SERVICES FROM SELLER, BUYER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THESE ENHANCED TERMS AND CONDITIONS OF SALE.



**RESOLUTION NO. 32-2026**

Introduced by Joe Dike

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE TWENTY-FIVE (25) STREETLIGHT POLES AND ARMS FROM REXEL USA, INC. DBA GEXPRO RELATING TO THE US 6 PHASE II PROJECT IN AN AMOUNT NOT TO EXCEED SEVENTY-FOUR THOUSAND AND XX/100 DOLLARS (\$74,000.00).**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON AS FOLLOWS:**

**SECTION 1.** That the Council of the City of Huron authorizes and directs the City Manager to purchase twenty-five (25) streetlight poles and arms from Rexel USA, Inc. dba Gexpro relating to the US 6 Phase II Project for an amount not to exceed Seventy-Four Thousand and 00/100 Dollars (\$74,000.00).

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

**SECTION 3.** That this Resolution shall go into effect and be in full force and effect immediately upon its passage.

---

Monty Tapp, Mayor

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

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



# Gexpro

Rexel USA, Inc. dba Gexpro

4/13/26

## Quotation

TO: Huron RT 6  
Pole + ARM

**Mark Brooks**  
Senior Estimator/Project Manager

2803 Charter Street  
Columbus, OH 43228

Office: 614-751-3404

Mobile: 614-930-9576

Fax: 614-850-1438

Email: [Mark.Brooks@gexpro.com](mailto:Mark.Brooks@gexpro.com)

All sales transactions are subject to credit approval. Any quotation and all transactions with Rexel are conditioned upon Rexel's Terms and Conditions of Sale, located at <http://www.rexelusa.com/terms>. Quotation is valid for 30 days after the date of issue unless otherwise specified. Items subject to governmental tariffs effective on or after quotation will be price in effect at time of shipment unless otherwise specified. Quotation for commodity items is valid for the day of the quote only unless otherwise specified. All amounts quoted do not include state, local or municipal taxes. Taxes are added at time of sale. Any services included in this quotation and listed as not being performed by Gexpro shall be provided on a pass-through basis with the actual service provider's terms and conditions governing the provision of the services.

Quote No.	Job/Project	Date	Page	
Line #	Qty	Catalog Number / Description	Unit Price	Extended Price
		Hole frame		

Notwithstanding anything to the contrary in Customer's purchase order or any subsequent documents, Gexpro expressly objects to any additional or different terms proposed by Customer, and no such terms will be binding on Gexpro unless specifically agreed to in writing by a Gexpro officer or person holding a valid delegation of authority from the Company evidenced by a Secretary's Certificate bearing the corporate seal.



An Acuity Brands Company

Quoted To: Authorized Holophane Distributor

Job Name: city of huron  
 Quote #: 2320-26-10168-23  
 Quote Label: New Pole Specs  
 Job Location: Huron, Ohio  
 Issue Date: 4/3/2026  
 Good Through: 3/20/2026  
 Bid Date: 3/31/2026

Quoted By: Bonnie Csizmadia  
 999-999-9999  
 Bonnie@yourpowerlink.com

Type	Qty	Catalog #	Unit \$	Ext \$
FITTER W/PHOTOCEL L	25	BHDF QSM BK	190-	\$ 4,750.00
ARM, POLE	25	Boston Harbor decorative arm fitter, Quick stem mount, Black 2000-50506S4 T(3.0X5.0)-1VDASC-FEST/CVR-BK AB-26-4 BHC72/1CABKH RFD252602 *** NOTES: - 4/2/26 PRICING BASED ON QTY 35.  NOTE: POLE RATED FOR SINGLE FIXTURE AND 4' OR 6' BOSTON HARBOR ARM.FIXTUE AND FITTER NOT INCLUDED IN THIS RFD!  2000-50506S4L T(3.0X5.0) - 228607 BLACK 20' ROUND STRAIGHT POLE 5" BUTT, .188 WALL, POLE TO HAVE A 3" X 5" TALL TENON, BASE COVER INCLUDED, FESTOON WITH A BLANK COVER. BLACK FINISH.  BHC72/1CABKH - 6' BOSTON HARBOR ROADWAY ARM, BLACK TO MATE WITH ABOVE POLE.  AB-26-4 - SET OF (4) 3/4" ANCHOR BOLTS.	2770-	\$ 69,250.00
	25	2000-50506S4 T(3.0X5.0)-1VDASC-FEST/CVR-BK RFD252602		
	25	AB-26-4 RFD252602		
		AB-26-4		
	25	BHC72/1CABKH RFD252602		

Estimated Lead Time: 70 days

Grand Total: \$ 74,000.00

Notes

Terms



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 33-2026 (*submitted by Stuart Hamilton*)  
**DATE:** April 14, 2026

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### **Subject Matter/Background**

This resolution will accept the proposal and authorize an agreement with Seeley, Savidge, Ebert & Gourash Co., LPA ("SSEG") for the provision of legal services as Law Director for the City of Huron. This is an extension of a one-year agreement due to expire on June 3, 2026. The monthly rate will remain the same as the prior agreement at \$12,875/month (annual \$154,500). The pertinent terms of the agreement extension are as follows:

- One-year term;
- Either party may terminate the agreement on ninety (90) days' prior written notice;
- Covers basic legal and Law Director duties for the City;
- Litigation and additional projects are billed separately on a flat fee or \$200 per hour as agreed;
- Todd Schrader will continue as Law Director;
- Gary Ebert will continue as Assistant Law Director;
- Monthly flat fee of \$12,875, with no cap on hours worked.

### **Legislative History**

Resolution 2020-41 (adopted 6-4-20) - Initial Agreement w/monthly rate of \$10,000, capped at 60hrs per month;  
Resolution 32-2021 (adopted 5-25-21) - One-year agreement w/monthly rate of \$12,500, no cap on hours worked;

Resolution 55-2022 (adopted 5-10-22) - Identical to Resolution 32-2021, other than term.

Resolution 30-2023 (adopted 5-9-23) - Identical to Resolution 32-2021, other than term.

Resolution 47-2024 (adopted 5-28-24) - 3% increase to monthly rate of \$12,875, no cap on hours worked.

Resolution 35-2025 (adopted 4-22-25) - Identical to Resolution 47-2025, other than term.

### **Financial Review**

The Law Director position is paid out of various City funds, including the General Fund and Water fund. The annual fee has been properly accounted for in the 2026 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. 33-2026 is in order.

[Resolution No. 33-2026 SSEG Contract \\$154,500.docx](#)

[Resolution No. 33-2026 Exh A SSEG 2026-2027.pdf](#)

**RESOLUTION NO. 33-2026**

Introduced by Monty Tapp

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT, ON BEHALF OF THE CITY OF HURON, WITH SEELEY, SAVIDGE, EBERT & GOURASH CO., LPA FOR THE PROVISION OF LEGAL SERVICES FOR A PERIOD OF ONE YEAR FROM JUNE 4, 2026 THROUGH JUNE 3, 2027 IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED AND XX/100 DOLLARS (\$154,500.00)**

**WHEREAS**, the firm of Seeley, Savidge, Ebert & Gourash Co., LPA (hereinafter known as SSE&G) has extensive experience in the provision of Municipal Legal Services; and

**WHEREAS**, the City and the firm of SSE&G will enter into an agreement to ensure legal representation of the City; and

**WHEREAS**, such representation and obligations are set out in the Contract attached hereto as Exhibit "A"; and

**WHEREAS**, the City Council for the City of Huron finds that it is in the best interest of the City and residents of the City to enter into an agreement with SSE&G for legal services.

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

**SECTION 1:** The Huron City Council authorizes the City Manager to execute the Contract for Legal Services between SSE&G and the City of Huron for the period of one (1) year in an amount not to exceed One Hundred Fifty Four Thousand Five Hundred and xx/100 Dollars (\$154,500.00), as set forth in 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.

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

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

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

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



Seeley Savidge  
Ebert & Gourash Co., LPA

26600 Detroit Road, Suite 300  
Westlake, Ohio 44145  
(216) 566-8200  
Fax: (216) 566-0213  
www.sseg-law.com

March 2, 2026

Monty Tapp, Mayor  
Stuart Hamilton, City Manager  
City of Huron Ohio  
417 Main Street  
Huron, Ohio 44839

RE: Legal Services

Dear Messrs. Tapp and Hamilton:

Seeley, Savidge, Ebert & Gourash Co., LPA (“SSE&G”) hereby submits the following proposal to provide continuing legal services to the City of Huron, which will be for a one (1) year term commencing June 4, 2026, and expiring on June 3, 2027 (provided, however, that this proposed arrangement is formally approved by the City of Huron prior to June 4, 2026).

### **Section One. Firm Overview and Qualifications**

SSE&G is a premiere transactional and litigation firm located in Westlake, Ohio. Our attorneys counsel over 500 clients throughout the United States, including entrepreneurs and start-ups, Fortune 500 companies, municipalities and government agencies and individuals. Our goal is to provide efficient, effective and creative legal services to meet the distinct needs of our clients. In furtherance of that goal, we provide advice and representation to our municipal and private clients that allow policymakers and boards to achieve their goals while minimizing legal risk.

SSE&G offers practical legal solutions in more than 15 areas of law, including public law, governmental services, land use, public funding, tax abatements, labor and employee relations, real estate, insurance, civil litigation and worker’s compensation. We have a strong history of providing services in the area of municipal law and attorneys practicing in this area have extensive experience interacting with government entities and officials. Our team of attorneys brings together expertise in litigation and appellate advocacy in state and federal courts, appearing before administrative bodies and providing legal advice to all municipal departments.

### **Section Two. Basic General Services**

SSE&G is prepared to undertake all basic general legal duties for the City of Huron, including:

- Serving as counsel at all regular and special Council Meetings, including Planning and Zoning Commission and any other boards and commissions as directed by the Mayor or City Manager.

- Providing thorough legal advice and written opinions as requested by the Mayor, City Manager, City Council and/or City Directors.
- Drafting ordinances and resolutions upon request of the Mayor, City Manager, City Council and/or City Directors.
- Providing legal advice and guidance to City officials, as necessary.
- Responding to inquiries regarding City matters.
- Attending meetings and discussions with City, County, State and Federal officials and other government officials.
- Reviewing and approving contracts, ordinances, resolutions and any other written documents, as requested by the Mayor, City Manager or City Directors.
- Representing the City regarding personnel matters, through the level of administrative proceedings before the Mayor, City Manager and other City Officials.

### **Section Three. Additional Services.**

The Firm is also prepared to continue representing the City of Huron in any litigation or additional projects, outside of the basic general legal services outlined herein. Subject to agreement, SSE&G will provide special legal services for litigation or additional projects beyond the normal, basic general legal services on a flat fee or hourly basis as agreed upon in advance by the parties. These services include attending to litigation-related matters, complex contracts, employment, workers compensation, and other personnel matters (including disciplinary proceedings), appearance and counsel to Planning Commission and Board of Zoning Appeals, and all litigation-related matters, including but not limited to defense of litigation either directly on behalf of the City or as appointed counsel through the City's insurance carrier(s).

### **Section Four. Proposed Legal Counsel**

SSE&G plans to continue working as a team, providing a network of legal support and Law Director services for the City of Huron across all of our practice areas, including sharing the basic general service responsibilities and duties in order to provide comprehensive coverage at Council meetings and Board meetings as needed. Attorneys Gary Ebert and Todd Schrader will be lead counsel on these matters, with Todd Schrader continuing as Law Director and Gary Ebert continuing as Assistant Law Director. Other SSE&G attorneys will be utilized to assist with provision of basic general services, including periodic attendance at the City of Huron, and to address other projects as assigned.

**Section Five. Proposed Fees**

For the basic general services, we propose to provide said services for \$12,875/monthly (*no increase over the currently-expiring year of service*) on a flat-fee basis due and payable on or before the first of each month; fees are earned upon receipt of payment. Of the fee, \$40,000.00 per annum (\$3,333.33/monthly) will be paid to Todd A. Schrader, Law Director, by way of W-2 compensation as a part-time employee. The balance of the monthly fee will be paid monthly, net of taxes and pension-related expenses incurred by the City. For avoidance of doubt, taxes and pension-related expenses related to Atty. Schrader's part-time employment shall be borne by SSE&G and shall serve to reduce the monthly obligation of the City to SSE&G. Invoices will be billed monthly. It is envisioned that the basic general services shall equate to approximately 60 hours of SSE&G professional time monthly, which may be adjusted by agreement of the parties, but in no event should any excess in the amount of monthly hours provided restrict or impair the continuing representation of the City during the term of this Agreement. Notwithstanding any contrary provision of this correspondence, and unless the parties agree in writing otherwise, either party may terminate the services of SSE&G on ninety (90) days prior written notice to the other.

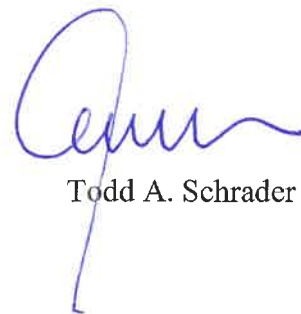
For additional projects outside of the scope of the basic general services outlined above, SSE&G will offer a discounted blended hourly rate of \$200.00 per hour, unless a different rate is agreed to by SSE&G and the City of Huron. SSE&G will be reimbursed for all out-of-pocket expenses incurred relating to litigation and additional projects. Such out-of-pocket expenses include, for example, the following: travel-related expenses, computer-assisted research, long distance telephone charges, copying charges, messenger services and overnight delivery. When involved in litigation with the Firm, there will be no duplication of services by individuals from the same Firm when providing defense on behalf of the City of Huron.

Please accept our genuine gratitude for the continuing opportunity to serve the legal needs of the City of Huron, and we look forward to assisting the City and its administration, leadership team and staff. Should you have any questions, please do not hesitate to call. We remain

Very truly yours,



Gary A. Ebert



Todd A. Schrader