



**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 28, 2026 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

- I. Call To Order** Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council**
- III. Approval of Minutes**
  - III.a** Minutes of the April 14, 2026 regular Council meeting.
- IV. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- V. Old Business**
- VI. New Business**
  - VI.a** Resolution No. 34-2026 (*submitted by Chief Terry Graham*)  
A resolution authorizing a lease agreement with Statewide Emergency Products, LLC dba Statewide Municipal Leasing for the lease-purchase of two (2) new police cruisers (2026 Ford Explorer SUVs) for the Huron Police Department in the amount of \$127,326.00.
  - VI.b** Resolution No. 35-2026 (*submitted by Stuart Hamilton*)  
A resolution authorizing an agreement with SEL Engineering Services, Inc. relating to the purchase of an automation controller, software and related equipment, and provision of engineering design, programming and on-site support to modify an existing automation scheme relating to the Huron Public Power Expansion Project in an amount not to exceed \$129,618.35.
  - VI.c** Resolution No. 36-2026 (*submitted by Stuart Hamilton*)  
A resolution authorizing an agreement with RingCentral, Inc. for the purchase of a new telephone system and related services for a 5-year term in an amount not to exceed \$87,663.40.
  - VI.d** Resolution No. 37-2026 (*submitted by Stuart Hamilton*)  
A resolution accepting the terms of the Settlement Agreement Among Participating Subdivisions and Remnant Defendants relating to litigation filed by the City against opioid pharmaceutical companies.
  - VI.e** Resolution No. 38-2026 (*submitted by Jack Evans*)  
A resolution authorizing acceptance of a proposal with Northcoast Process Controls, Inc. for the purchase of five (5) new Rotork actuators for the Water Filtration Plant in the amount of \$30,640.
  - VI.f** Resolution No. 39-2026 (*submitted by Doug Steinwart*)  
A resolution authorizing a License Agreement with the Huron Rotary Club for the Huron Rotary Festival to be held on June 27, 2026.
  - VI.g** Resolution No. 40-2026 (*submitted by Doug Steinwart*)

A resolution authorizing a License Agreement with the Greater Sandusky Partnership for their Lake Front Market Event to be held on June 6th, 2026.

**VI.h** Resolution No. 41-2026 (*submitted by Doug Steinwart*)

A resolution authorizing the purchase of a 2026 Ford F-150 XL for the Huron Parks & Recreation Department in the amount of \$48,550.

**VI.i** Resolution No. 42-2026 (*submitted by Chief Kevin McGraw*)

A resolution authorizing the purchase of a 2026 Ford F-350 for the Huron Fire Department in the amount of \$57,615.

**VI.j** Ordinance No. 2026-9 (*submitted by Isaac Phillips*)

An appropriations ordinance.

**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:** Terry Graham  
**RE:** Resolution No. 34-2026 (*submitted by Chief Terry Graham*)  
**DATE:** April 28, 2026

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### **Subject Matter/Background**

In the 2026 City of Huron Budget, the Police Department was appropriated funds to Lease/Purchase two (2) new police cruisers. We have secured a Lease/Purchase Agreement quote with state pricing from Statewide Municipal Leasing. The Lease/Purchase Agreement Quote includes a three (3) year payment plan in the amount of \$46,343.36 a year for both vehicles, after which, the City of Huron will take ownership of the two (2) cruisers for a \$0.99. See Amortization schedule attached hereto as Exhibit 1. We are requesting that Council approve the Quote and Lease/Purchase Agreement. The Quote and Lease/Purchase payment plans are attached to the Resolution as Exhibits A and B. These new cruisers will replace two cruisers with high mileage and high annual maintenance costs per the Capital Equipment Replacement Schedule. This purchase will be for two (2) Ford Explorer SUV providing the department with additional All Wheel Drive vehicles which can be used in winter weather conditions. This Lease/Purchase continues the cruiser replacement program started in 2012. We are requesting council's approval of this Lease Purchase Agreement.

### **Financial Review**

The lease/purchase of 2 new police cruisers was included in the 2025, 2026 and 2027 budget and will be paid out of the Police Capital Equipment Fund (403-1010-55210). The Chief utilized the City's option to use State pricing or the lease to own so competitive bidding was not necessary, and utilizing this vendor maintains consistency in the Police Department's fleet. These two new vehicles will replace the last remaining Dodge Chargers within the patrol division.

### **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. 34-2026 is in order.

[Resolution No. 34-2026 Exh 1 Amortization Schedule.pdf](#)

[Resolution No. 34-2026 2 Police Cruisers Lease-Purchase Agreement \\$127,326 \(1\).docx](#)

[Resolution No. 34-2026 Exh A Statewide Proposal.pdf](#)

2026 Huron Pd 3 Year

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	04/14/2026	127,326.00	1		
2 Lease Payment	04/14/2026	46,346.36	3	Annual	04/14/2028
3 Residual	04/14/2028	1.00	1		

## AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	04/14/2026					127,326.00
1	04/14/2026	46,346.36		0.00	46,346.36	80,979.64
2026 Totals		46,346.36	0.00	0.00	46,346.36	
2	04/14/2027	46,346.36		7,693.07	38,653.29	42,326.35
2027 Totals		46,346.36	0.00	7,693.07	38,653.29	
3	04/14/2028	46,346.36		4,021.00	42,325.36	0.99
Residual	04/14/2028		1.00	0.01	0.99	0.00
2028 Totals		46,346.36	1.00	4,021.01	42,326.35	
Grand Totals		139,039.08	1.00	11,714.08	127,326.00	



Last interest amount increased by 0.01 due to rounding.

**RESOLUTION NO. 34-2026**

Introduced by Sam Artino

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER, ON BEHALF OF THE HURON POLICE DEPARTMENT, TO ENTER INTO A THREE (3)-YEAR AGREEMENT WITH STATEWIDE EMERGENCY PRODUCTS, LLC DBA STATEWIDE MUNICIPAL LEASING FOR THE LEASE-PURCHASE OF TWO (2) POLICE CRUISERS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED TWENTY-SIX AND 00/100 DOLLARS (\$127,326.00)**

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

**SECTION 1.** That the Council of the City of Huron authorizes and directs the City Manager, on behalf of the Huron Police Department, to enter into a three-year lease-purchase agreement with Statewide Emergency Products, LLC dba Statewide Municipal Leasing for the purchase of two (2) new police cruisers, specifically, two (2) 2026 Ford Explorer SUVs, as further described in Exhibit "A" attached hereto, in an amount not to exceed One Hundred Twenty Seven Thousand Three Hundred Twenty-Six and 00/100 Dollars (\$127,326.00).

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

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

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

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

<b>Sales Representative Name</b>		Steve Rick		<b>Reference Number</b>		251844SR		<b>Number Of Vehicles</b>		2			
Statewide Ford 1108 W. Main Street Van Wert, Ohio 45891			<b>Revision Level</b>		<b>Revision 1</b>		<b>Quote Or Package Number:</b>						
			<b>Date</b>		12/2/2025		<b>Utility Quote Or Package Number</b>		<b>Utility Ohio Soundoff</b>				
			<b>Vehicle</b>		2026	<b>Utility</b>		<b>Durango Quote Or Package Number</b>					
			<b>Status</b>		Quote Valid 30 Days		<b>F-150 Quote Or Package Number</b>						
<b>Customer Billing Information</b>							<b>Tahoe Quote Or Package Number</b>						
<b>Purchaser Name</b>		Huron Police Department						<b>Title Information Or Customer Shipping Information</b>					
<b>Contact Name</b>		Chief Terry Graham						<b>Lienholder</b>					
<b>Contact Email</b>		Terry.Graham@HuronOhio.US						<b>Company Name</b>					
<b>Contact Number</b>		419-433-4114						<b>Attention To</b>					
<b>Mailing Address</b>		417 Main Street						<b>Street Address</b>					
<b>City, State &amp; Zip</b>		Huron, Ohio 44839						<b>City, State &amp; Zip</b>					
<b>Lightbar Color:</b>		All Blue		<b>Exterior Lighting:</b>		All Blue		<b>Special Instructions</b>					
Custom Discription:								<b>Purchase Order Number</b>					
<b>Warranty Statement:</b>		Installation And Wiring Are Covered Under A Lifetime Warranty And Emergency Products Are Covered During The Period Of The Manufacturers Warranty.											
		Parts And Labor Warranty Are Subject To An Inspection											
<b>QTY</b>	<b>Manufacturer</b>	<b>Part Number</b>	<b>Part Description</b>					<b>Unit Price</b>	<b>Extended Price</b>	<b>PO</b>	<b>Notes:</b>		
									\$ -				
									\$ -				
									\$ -				
2	Statewide Ford	Ready For Patrol	<b>2026 Utility Stock Program From Statewide Ford</b>					\$59,199.00	\$ 118,398.00				
2	Ford	K8A-Black	Utility Interceptor, All Wheel Drive, V6 Engine						\$ -				
	Ford		LED Ready Headlamps						\$ -				
2	Ford	17T	Red/Clear Dome Light In Cargo Area						\$ -				
2	Ford	549	Heated Mirrors						\$ -				
2	Ford	43D	Courtesy Lamps Inoperative						\$ -				
2	Ford	18D	Global Unlock						\$ -				
2	Ford	68G	Rear Door Handles And Windows Inoperative						\$ -				
2	Ford	59B	Keyed Alike (1284X)						\$ -				
2	Ford	17A	Rear A/C						\$ -				
2	Ford	76R	Reverse Sensing						\$ -				
2	Ford	55B	Blis Blind Spot Monitoring						\$ -				
2	Ford	86T	Taillight Prep						\$ -				
2	Ford	19V	Rear Camera On Demand						\$ -				

Customer	Huron Police Department		Reference Number	251844SR	Revision Level	Revision 1	Sales Representative Name	Steve Rick	
QTY	Manufacturer	Part Number	Part Description			Unit Price	Extended Price	PO	Notes:
2	Ford	68B	Police Perimeter Alarm				\$ -		
2	Ford	76P	Pre-Collision Assist With Pedestrian Detection				\$ -		
2	Ford	593	Anti Theft Alarm				\$ -		
2	Ford	47A	Police Engine Idle				\$ -		
2	Ford	19K	AGM Heavy Duty Battery				\$ -		
2	Ford	Hitch	Class IV Hitch With Wiring Harness				\$ -		
2	Ford	IDS	8" Intergrated Display Screen				\$ -		
2	Ford	85R	Tunnel Mount				\$ -		
2	Ford	RKE	Remote Keyless Entry				\$ -		
2	Ford	Delivery	Delivery To Your Department (Included In package Pricing)				\$ -		
			<b>The Following Equipment Is Included In Package Price:</b>				\$ -		
			Tall Man Recessed Partition With Center Sliding Window				\$ -		
			Expanded Metal Rear Partition				\$ -		
			Replacement Seat With Outboard Seat Belts				\$ -		
			Vertical Steel Window Guards				\$ -		
			Dual Weapon Mount With Universal Locks				\$ -		
			Vehicle Specific Console With Cup Holder, Armrest, And Swing Arm				\$ -		
			Magnetic Mic				\$ -		
			Dome Light Between Front Driver And Passenger Seat				\$ -		
			<b>The Following Warning Equipment Is Included In Package Price:</b>				\$ -		
			nForce NXT Tri Color Lightbar				\$ -		
			100 Watt 500 Series Siren And Switch Controller With Blueprint				\$ -		
			100 Watt Speaker And Mounting Bracket				\$ -		
			Single Color LEDs For Side Cargo Window				\$ -		
			Tri Color Grille Lights				\$ -		
			Tri Color Mid Hatch Lights				\$ -		
			Single Color Under Hatch Lights				\$ -		
			Flashing Taillights				\$ -		
			<b>The Following Equipment To Be Added To The Vehicle:</b>				\$ -		
2	Lind	ASMTL-00332	Power Supply Bracket			\$ 50.00	\$ 100.00		
2	Auto Trim	DECALS-43420	Reflective Decal Package			\$ 600.00	\$ 1,200.00		
2	Havis	UT-1001	Universal Cradle			\$ 229.00	\$ 458.00		







**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 35-2026 (*submitted by Stuart Hamilton*)  
**DATE:** April 28, 2026

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### **Subject Matter/Background**

This award is sole source due to proprietary hardware and programming.

Our SCADA system is used to monitor and manage our electric supply and hardware, also to report on usage and alert staff to any changes in operational status. This is the key part of the Third Transformer project that ties everything else together and applies the "brains" to the project. This legislation will allow the City to contract with SEL in the amount of \$129,618.35.

### **Financial Review**

This purchase will be accounted for in the Electric Capital fund, specifically paid for from remaining funds of the 2025 series electric bonds in part of the greater project scope of the third transformer expansion of HPP.

### **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. 35-2026 is in order.

[Resolution No. 35-2026 SEI Engineering Svcs Automation Update HPP Expansion \\$129,618.35.docx](#)

[Resolution No. 35-2026 Exh A.pdf](#)

**RESOLUTION NO. 35-2026**

Introduced by Joel Hagy

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SEL ENGINEERING SERVICES, INC. FOR THE PURCHASE OF AN AUTOMATION CONTROLLER, SOFTWARE AND RELATED EQUIPMENT, AND PROVISION OF ENGINEERING DESIGN, PROGRAMMING AND ON-SITE SUPPORT TO MODIFY AN EXISTING AUTOMATION SCHEME RELATING TO THE HURON PUBLIC POWER EXPANSION PROJECT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED EIGHTEEN AND 35/100 DOLLARS (\$129,618.35).**

**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 execute an agreement with SEL Engineering Services, Inc. for the purchase of an automation controller, software and related equipment, and provision of engineering design, programming and on-site support to modify an existing automation scheme relating to the Huron Public Power Expansion Project in an amount not to exceed One Hundred Twenty-Nine Thousand Six Hundred Eighteen and 35/100 Dollars (\$129,618.35).

**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: \_\_\_\_\_



# Huron Public Power

## *Rye Beach Road - Automation Update*

SEL ES Project #: 019257.007.00 (Rev. 0)

Submitted: 20 March 2026

### Customer: Huron Public Power

**Stuart Hamilton**

Huron Public Power

Email: [stuart.hamilton@huronohio.us](mailto:stuart.hamilton@huronohio.us)

### Vendor: SEL Engineering Services, Inc.

**Chris Perry**

**Senior Engineering Manager**

Cell: +1.614.357.7288

Email: [Chris\\_Perry@selinc.com](mailto:Chris_Perry@selinc.com)

**Christopher Reeg**

**Senior Engineer**

Cell: +1.614.357.4667

Email: [Christopher\\_Reeg@selinc.com](mailto:Christopher_Reeg@selinc.com)

### Additional Sales Contacts

**Marcel Kruning**

**Sales Engineer**

Schweitzer Engineering Laboratories

Cell: +1.412.565.9807

Email: [marcel\\_kruning@selinc.com](mailto:marcel_kruning@selinc.com)

This proposal is valid for 60 days. SEL Engineering Services, Inc. (SEL ES) reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.

This document, and all information contained herein, is proprietary to SEL Engineering Services, Inc. (SEL ES). Any unauthorized use, distribution, or reproduction of this document (in whole or in part) or of any information contained herein is specifically prohibited. This legend must appear on any authorized reproduction (in whole or in part).

All brand or product names appearing in this document are the trademark or registered trademark of their respective holders. No SEL trademarks may be used without written permission. SEL products appearing in this document may be covered by U.S. and Foreign patents.

SEL products referred to in the proposal are manufactured by Schweitzer Engineering Laboratories, Inc. (SEL)

# 1 Purchase Order Instructions

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SEL Engineering Services, Inc. (SEL ES) looks forward to partnering with you on this project. In order to accept and fully execute a purchase order (PO) for the scope of services and/or equipment included in this proposal, the following is provided to support the order process.

Please address purchase order to:

SEL Engineering Services, Inc.  
2350 NE Hopkins Court  
Pullman, WA 99163 USA

SEL ES Project/Quote Number: 019257.007.00

**Terms and Conditions:** By signing below, the Parties agree that this proposal is governed by SEL's standard terms and conditions located at: [www.selinc.com/company/termsandconditions](http://www.selinc.com/company/termsandconditions).

**Payment Terms:** Net 30 days after date of invoice

If your company does not have established credit terms sufficient to cover this purchase, SEL ES reserves the right to require any of the following: credit information, prepayment, letter of credit, or progress payments prior to acceptance.

Work cannot be initiated until adequate credit terms have been established.

**PO Amount:** \_\_\_\_\_

To accept this proposal and referenced terms, please return this sheet, signed and dated.

**Customer: Huron Public Power**

**Vendor: SEL Engineering Services, Inc.**

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Print Name:

Print Name:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

## 2 Scope & Pricing

### 2.1 Scope

SEL Engineering Services, Inc. (SEL ES) is providing this document in response to an RFP from Stuart Hamilton of Huron Public Power on 3/4/26. The proposal includes loose material, engineering design, programming and on-site support to modify an existing automation scheme for the substation expansion at Rye Beach Road.

Service Description	Price (USD)
<p><b>Item-1: SEL Loose Material</b></p> <ul style="list-style-type: none"> <li>• Qty-1, SEL-3350 Automation Controller</li> <li>• Qty-1, SEL-3355 Automation Controller - Blueframe</li> <li>• Qty-1, SEL-5708 Metering Software Bundle w/ five devices</li> <li>• Qty-1, RTAC Trend Recorder + File I/O License</li> <li>• Qty-1, SEL Keyboard Drawer               <ul style="list-style-type: none"> <li>- Includes USB Keyboard and Mouse</li> </ul> </li> <li>• Qty-1, SEL 19" Touchscreen Monitor</li> <li>• Qty-1, SEL-2411 Automation Controller</li> <li>• Qty-1, SEL-2731 Ethernet Switch</li> <li>• Qty-2, SFP Transceivers</li> <li>• Miscellaneous terminal blocks, communication cables, etc. within the new and existing communication cabinets</li> </ul>	<p>\$33,758.35</p>
<p><b>Item-2: Engineering</b></p> <ul style="list-style-type: none"> <li>• SEL ES will provide a functional design specification for the solution including:               <ul style="list-style-type: none"> <li>- Updated Communication Diagram</li> <li>- Documentation specifying how the system will operate</li> </ul> </li> <li>• SEL ES will provide programming for the following devices:               <ul style="list-style-type: none"> <li>- Existing SEL-2411 Programmable Automation Controller</li> <li>- New SEL-2411 Controller</li> <li>- Existing SEL-3555 RTAC and HMI</li> <li>- New SEL-3350 Automation Controller and HMI</li> </ul> </li> <li>• SEL ES will provide the following functions as part of the scope:               <ul style="list-style-type: none"> <li>- Alarms &amp; Status                   <ul style="list-style-type: none"> <li>○ Delete alarms for 69kV circuit breakers</li> <li>○ Add alarms for TR3</li> <li>○ Revise HMI to add TR3 and 15kV circuit breakers</li> <li>○ Coordinate communication link with FirstEnergy relays for breaker status</li> </ul> </li> <li>- Transfer Scheme                   <ul style="list-style-type: none"> <li>○ Revise transfer scheme logic to accommodate TR3, main and tie breakers</li> </ul> </li> </ul> </li> </ul>	<p>\$60,885.00</p>

<ul style="list-style-type: none"> <li>○ Add HMI screen to initiate monitor operation sequence to remove all load from any of the three transformers for maintenance</li> <li>- Metering <ul style="list-style-type: none"> <li>○ Pull metering data from the SEL-3555 into the SEL-3350</li> <li>○ Integrate new metering points from TR3, 15kV circuit breakers and FirstEnergy metering (existing and new)</li> <li>○ Provide web interface for remote access</li> <li>○ Provide programming of HMI</li> <li>○ Provide metering reports to HPP</li> </ul> </li> <li>- Coordination with the following parties: <ul style="list-style-type: none"> <li>○ Huron Public Power</li> <li>○ AMP Transmission</li> <li>○ FirstEnergy</li> <li>○ Dinovo Associates</li> </ul> </li> </ul>	
<p><b>Item-3: On-Site Testing &amp; Commissioning</b></p> <ul style="list-style-type: none"> <li>● Provide one engineer and one technician on-site for five 10-hour days to perform the following: <ul style="list-style-type: none"> <li>- Install the new SEL-2411 and associated terminal blocks</li> <li>- Install the new SEL-3350, keyboard tray, and 19" monitor</li> <li>- Point-to-Point checkout of all new wiring</li> <li>- Programming of all new devices</li> <li>- Test all new alarms</li> <li>- Test all points on HMI screen</li> <li>- Test all metering points</li> <li>- Provide up to four hours of training with Customer</li> </ul> </li> <li>● Provide necessary documentation including: <ul style="list-style-type: none"> <li>- Red-lined copy of all construction prints at the station as well as a scanned copy to the design engineer</li> <li>- Provide a commissioning report including commissioning checklist and all test reports</li> </ul> </li> <li>● Includes a detailed Isolation, Commissioning, Test and Restoration (ICTR) plan. Includes travel and related expenses.</li> </ul>	\$34,975.00
<b>TOTAL</b>	<b>\$129,618.35</b>

All quoted prices are exclusive of any sales, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

## 2.2 Milestone Payment Schedule

No.	Description	Payment Milestone
<b>Material Payment Schedule</b>		
1	Upon Delivery of Loose Material	\$33,758.35
<b>Services Payment Schedule</b>		
2	Upon Submission of FDS	\$20,295.00
3	Upon Approval of Points List	\$20,295.00
4	Upon Completion Programming	\$20,295.00
5	Upon Start of On-Site Testing	\$17,487.50
6	Upon Completion of On-Site Testing	\$17,487.50
<b>Total Project Price (USD)</b>		<b>\$129,618.35</b>

All quoted prices are exclusive of any sales, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

Unless indicated otherwise in this proposal, the price does not include the cost of any payment, performance, and/or warranty security instrument.

## 3 Deliverables to SEL ES

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### 3.1 Deliverables to SEL ES

The Customer will provide the following items to SEL ES:

- An approved IFC Drawing Package for the upgrade
- Approved SCADA/RTU Point Lists for updated devices.
- Customer Outage/Cutover plan
- Primary equipment switching steps and lockout/tagout procedure with dates
- Site-specific/Customer safety training requirements
- Site point of contact information and site address
- Review and approval of Functional Design Specification

## 4 SEL ES Project Execution

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### 4.1 Schedule

SEL ES will provide a schedule after the kickoff meeting with the Customer. For more information, please visit [Schedule](#).

Milestone	After Receipt of Order (in weeks)
Receipt of PO	0
Kickoff Meeting	1
Settings IFC	12
Commissioning	TBD
Project Complete	TBD

In the event a delay involves a demobilization and remobilization, whether the same is due to a Customer request, SEL ES will implement its Suspension, Work During Disputes, and Termination policy. To learn more, please visit the [terms of this policy](#).

SEL ES is committed to the safety of its employees and Customers, and our employees practice work rules to ensure compliance with industry standard safety methods and federally mandated requirements. To learn more, please visit [SEL ES Safety Program](#).

### 4.2 Quality

SEL ES strives to design, develop, and deliver dependable, quality solutions that exceed Customer expectations. To learn more, please visit [Project Quality Plan](#).

### 4.3 Cybersecurity – Project Passwords

To maintain security during the processes of engineering, fabrication, factory tests, shipment, delivery, onsite testing, and commissioning, the electronic devices in this system are assigned project passwords. They are specific to this project and are controlled at SEL ES on a strict need-to-know basis.

As part of the final deliverables from SEL ES, the Customer will receive documentation identifying the project passwords in each of the delivered products. SEL ES recommends that the Customer change the project passwords to Customer-defined passwords upon receipt of their products.

SEL ES policy is to change passwords; however, SEL ES will follow the Customer policy regarding passwords as advised.

## 5 Clarifications and Exceptions

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SEL ES developed the scope of work, schedule, and price based on the information provided to us as listed in this proposal. Should additional or changed work be required, including such work resulting from unusual conditions or for any other reasons that are not evident from the information provided, changes to the price or schedule may result.

SEL ES will assign a project manager to the project. The project manager will oversee and maintain the schedule within SEL ES. The project manager will also be the point of contact with the Customer in order to maintain a smooth flow of information.

For safety reasons, SEL ES service personnel will not plan to work more than 10 hours per day. Should job requirements dictate work hours in excess of 10 hours per day, SEL ES and the Customer must review the requirements and agree on an appropriate plan that addresses safety concerns and the reasonableness of the hardship that the excessive hours place on SEL ES personnel.

### 5.1 Clarifications

1. Due to increased lead times, SEL ES will not provide a cabinet. SEL ES will provide loose material and assist with wiring in the field.
2. SEL ES will not provide a complete design package. This is to be provided by others. SEL ES design scope is limited to Communication Architecture drawing.
3. The scope of work assumes that outages will not be scheduled during non-regular hours, weekends, and holidays. Price does not consider weekend or holiday labor.
4. The Customer will perform all lock-out tag-out (LOTO) switching, grounding operations, and create all required switching orders and LOTO work permits. EKPC to be responsible for all primary isolation required for SEL ES to begin work.
5. Communication cables in SEL ES's scope are limited to cables in and between the existing and new metering cabinets and do not included runs longer than 10 feet.

### 5.2 Exceptions

None.



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 36-2026 (*submitted by Stuart Hamilton*)  
**DATE:** April 28, 2026

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### **Subject Matter/Background**

This legislation proposes the City moving over to a cloud-based phone system with RingCentral. We investigated many options, narrowed out final choice down to two, and RingCentral overall was the preferred option. While this is a request to spend \$87,663.40 over a five-year period, the budget will actually be a NET positive of around \$500 a month once we cancel existing services that would move to RingCentral.

Cost Breakdown:

Year 1 - \$18,812.20 (includes one-time purchase of wall mounts)

Year 2 - \$17,212.80

Year 3 - \$17,212.80

Year 4 - \$17,212.80

Year 5 - \$17,212.80

**TOTAL: \$87,663.40**

### **Financial Review**

#### **Current State:**

Frontier monthly cost: \$1,353.80

Buckeye Telesystem (long distance): approximately \$900–\$915/month

Total monthly telecom cost: **~\$2,250–\$2,270**

#### **Proposed Change:**

Eliminate Buckeye Telesystem entirely (long distance no longer needed)

Reduce Frontier services to only 3 required lines (2 fire alarms and 1 street department gate)

Implement RingCentral cloud-based phone system for all users

#### **New Monthly Cost:**

Frontier (reduced): ~\$300

RingCentral: \$1,434.40

Total: **~\$1,734/month**

**Estimated Savings:**

Monthly: ~\$520–\$540

Annual: ~\$6,200–\$6,500

**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. 36-2026 is in order.

[Resolution No. 36-2026 RingCentral Inc \\$18,812.20 \(1\).docx](#)

[Resolution No. 36-2026 Exh A RingCentral Proposal.pdf](#)

**RESOLUTION NO. 36-2026**

Introduced by Tom Harris

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT AND MASTER SERVICES AGREEMENT WITH RINGCENTRAL, INC. FOR A NEW TELEPHONE SYSTEM AND RELATED LICENSES AND SERVICES FOR A TERM OF FIVE (5) YEARS IN AN AMOUNT NOT TO EXCEED EIGHTY-SEVEN THOUSAND SIX HUNDRED SIXTY-THREE AND 40/100 DOLLARS (\$87,663.40).**

**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 enter into a Purchase Agreement and Master Services Agreement with RingCentral, Inc. for a new telephone system and related licenses and services for a term of Five (5) Years in an amount not to exceed Eighty-Seven Thousand Six Hundred Sixty-Three and 40/100 Dollars (\$87,663.40).

**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: \_\_\_\_\_



### INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (“RingCentral”) and City of Huron (“Customer” or “You”) (together the “Parties”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “Agreement”). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral MVP is now RingEX. All references to “RingCentral MVP”, whether in terms of service, advertising or product descriptions, mean “RingEX”.

**Customer**  
City of Huron

417 Main St.  
Huron, OH 44839  
United States

Nick Zappa  
14194335000  
nzappa@cityofhuron.org

**Service Provider**  
RingCentral, Inc.

20 Davis Drive  
Belmont, CA 94002  
United States

#### Service Commitment Period

**Start Date:** April 24, 2026

**Initial Term:** 60 Months

**Renewal Term:** 60 Months

**Payment Schedule:** Monthly

#### RingEX Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
<b>DigitalLine Unlimited Advanced</b>	<b>59</b>	<b>\$19.50</b>	<b>\$1,150.50</b>
DigitalLine Unlimited Advanced		\$14.50	
Compliance and Administrative Cost Recovery Fee		\$4.00	
e911 Service Fee		\$1.00	
<b>Polycom Trio 8300 Conference Phone - Rental</b>	<b>1</b>	<b>\$11.60</b>	<b>\$11.60</b>
<b>Poly Edge E450 IP Phone - Rental</b>	<b>34</b>	<b>\$5.20</b>	<b>\$176.80</b>
<b>Poly Edge E350 IP Phone - Rental</b>	<b>23</b>	<b>\$4.00</b>	<b>\$92.00</b>
<b>Poly Edge E100 IP Phone - Rental</b>	<b>1</b>	<b>\$2.50</b>	<b>\$2.50</b>
<b>Additional Local Number</b>	<b>1</b>	<b>\$1.00</b>	<b>\$1.00</b>
<b>Monthly Recurring Services*</b>			<b>\$1,434.40</b>

One-Time Items			
Summary of Item(s)	Qty	Rate	Subtotal
Poly Edge E100 wall mount	1	\$12.00	\$12.00
Poly Edge E350 wall mount	9	\$17.00	\$153.00
One-Time Total			\$165.00
Total Initial Amount			\$1,599.40

\*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

**Cost Center Billing**

For customers with cost center billing, it is the Customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the Customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at [billingsupport@ringcentral.com](mailto:billingsupport@ringcentral.com).

**Free Services Amount**

You will receive 7,172.00 US Dollars (the "Free Service Amount"), which will be applied against charges for the recurring Services set forth in this Order Form and any applicable taxes and fees associated with those Services invoiced by RingCentral. The Free Service Amount is non-transferable and non-refundable and will expire upon termination of this Order Form. You will be responsible for paying for any additional services and products ordered, and any applicable associated taxes and fees.

**Customer Reference.** Customer may promote their use of RingCentral services and agrees that RingCentral may identify customer as a user of the services. All press releases or quotes regarding Customer's use of service will be pre-approved by Customer, which consent will not be unreasonably withheld.

**Add-on Services.** Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at <https://www.ringcentral.com/legal/add-on-services.html>.

**IN WITNESS WHEREOF**, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer  
City of Huron

RingCentral  
RingCentral, Inc.



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Michael Fiocca  
Title: Regional Vice President, Public Sector  
Date: \_\_\_\_\_



MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature (“Effective Date”) and made between:

City of Huron (“Customer”)

RingCentral, Inc. (“RingCentral”)

Address:

Address:

417 Main St.  
Huron, OH 44839

20 Davis Drive  
Belmont, CA 94002

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Michael Fiocca  
Title: Regional Vice President, Public Sector  
Date: \_\_\_\_\_

RingCentral and Customer are together referred to as the “Parties” and each individually as a “Party.”

1. The Master Services Agreement (“Agreement”) consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer’s Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

- Exhibit A – Definitions
- Attachment A – RingEX Services
- Attachment B – Service Level Agreement for RingEX Services

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

- A. **Ordering Services.** Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.
- B. **Equipment.** Subject to availability based on brand and Customer location, Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:
  - i. Purchase: <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>;
  - ii. Rental: <http://www.ringcentral.com/legal/lease-rental.html>, and
  - iii. Device as a Services: <https://www.ringcentral.com/legal/daas-agreement.html>.
- C. **Term of this Agreement.** The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.
- D. **Services Term.** The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth

in the initial Order Form (“**Initial Term**”). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, the term recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a “**Renewal Term**”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

### 3. Invoicing and Payment

- A. Prices and Charges.** All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days’ written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.
- B. Invoicing and Payment.** Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer’s provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.
- C. Taxes.** All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.
- D. Billing Disputes.** If a Customer reasonably and in good faith disputes any portion of RingCentral’s invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer’s dispute as to any portion of the invoice will not excuse Customer’s obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

### 4. Provision of the Service

- A. General Terms.** RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer’s consent.
- B. Customer Care**
  - i.** Customer must provide Helpdesk Support to Customer’s End Users. RingCentral may require Customer’s Helpdesk Support personnel to complete a designated series of training courses on RingCentral’s Services. Such training will be provided to Customer online in English at no cost.
  - ii.** RingCentral will make remote support available to Customer’s Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.
  - iii.** Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.
- C. Professional Services.** RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be

attached hereto.

- D. **Managed Services.** Customer may purchase Managed Services from RingCentral for use with the Services. The terms and conditions that govern the Managed Services can be found at: <https://www.ringcentral.com/legal/managed-services-attachment.html>.
- E. **Subcontracting.** RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

## 5. Use of the Service

- A. **Service Requirements.** The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.
- B. **Use Policies.** Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.
  - i. **Acceptable Use Policy.** The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.
  - ii. **Emergency Services.** RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.
  - iii. **Numbering Policy.** The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

## 6. Termination

- A. **Termination for Cause.** Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.
- B. **Effect of Termination.** If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

## 7. Intellectual Property

### A. Limited License

- i. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("**Software**") to the extent reasonably required to use the Services as permitted by this Agreement,

only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.

- ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

## B. IP Rights

- i. **RingCentral's Rights.** Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.
- ii. **Customer Rights.** As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

- C. **Use of Marks.** Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

## 8. Confidentiality

- A. **Restrictions on Use or Disclosures by Either Party.** During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

## 9. Data Protection

- A. **Data Privacy.** RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at <https://www.ringcentral.com/legal/dpa.html>, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.
- B. **Data Security.** RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.

- C. **Software Changes.** RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

## 10. Limitations of Liability

### A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

### B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

- i. FEES OWED BY CUSTOMER
- ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS
- iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT
- iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY
- v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

## 11. Indemnification

### A. Indemnification by RingCentral

- i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a "**Third Party Claim**") to the extent such Third Party Claim arises out of or alleges that:
  - a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.
- iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a "**Discontinued Component**"), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

- B. **Indemnification by Customer.** To the extent permitted by the laws and the constitution of the jurisdiction of Customer, Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

- C. Defense and Indemnification Procedures.** Any Party seeking indemnification under this Section 11 (the “**Indemnified Party**”) shall provide the Party from which it seeks such indemnification (the “**Indemnifying Party**”) with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party’s sole expense except for the value of the time of the Indemnified Party’s personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party’s failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party’s express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

## 12. Warranties

- A. RingCentral Warranty.** RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.
- B. Customer Warranty.** Customer’s and its End Users’ use of the Services must always comply with all applicable Laws and this Agreement. Further, when Customer’s subscription for Services exceeds one (1) fiscal year, Customer warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s).
- C. Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

## 13. Dispute Resolution

- A. Governing Law.** Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of OH, without regard to its choice of law rules, and the parties agree to submit to the jurisdiction of, and venue in, the courts in that state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer’s use of the products or Services.
- B. Good Faith Attempt to Settle Disputes.** In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.
- C. Equitable Relief.** Any breach of either Party’s IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.
- D. Limitations.** Except for actions for non-payment or liability arising from Section 11 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

## 14. Miscellaneous

- A. Relationship of the Parties.** RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.
- B. Assignment.** Neither Party may assign its rights or obligations under this Agreement or any Order Form without the prior written consent of the other Party, not to be unreasonably withheld or delayed. However, RingCentral may assign the Agreement or any portion thereof and any or all of its rights and obligations thereunder without consent (a) to an Affiliate; (b) as part of, or otherwise in connection with, the transfer or disposition of equity securities representing more than fifty percent (50%) of its voting control; (c) to the successor or surviving entity in connection with a merger, acquisition, or consolidation; or (d) as part of, or otherwise in connection with, the sale or other transfer of one or more of the service(s) under the Agreement or greater than 50% of the principal assets used in connection with the provision such service(s). This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.
- C. Notices.** Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with a reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to [legal@ringcentral.com](mailto:legal@ringcentral.com), and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

- D. Force Majeure.** Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.
- E. Third-Party Beneficiaries.** RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.
- F. Headings, Interpretation.** The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).
- G. Anti-Bribery.** Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.
- H. Export Control.** Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.
- I. Regulatory and Legal Changes.** In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.
- J. Use of Beta, Preview, or Early Access Software.** If you use any beta, preview, or early access services, features, products, or software offered or made available by RingCentral, then you acknowledge that your use of the services, products, or software are governed by the [Beta Evaluation License Agreement](#) and not by this Agreement.
- K. Entire Agreement.** The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject. RingCentral expressly rejects in their entirety any additional or conflicting terms or conditions contained in Customer purchase order, or similar Customer document, which the Parties agree are solely for the Customer's convenience.
- L. Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form (including any hyperlinks); (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.
- M. Amendments.** Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.

- N. Severability and Waiver.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.
- O. Execution.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.
- P. Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.
- Q. Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.
- R. Family Education Rights and Privacy Act (FERPA).** Customer Content when in-transit on the RingCentral Network and when at-rest within RingCentral Data Centers may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement.

## EXHIBIT A DEFINITIONS

**Definitions.** Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **“Account Data”** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **“Administrative Fees”** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **“Affiliate(s)”** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and “control” means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.
7. **“Attachment(s)”** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **“Customer Care”** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **“Electronic Signatures”** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors, and agents.
16. **“Helpdesk Support”** shall mean the performance of the following tasks:
  - Standard feature/functionality (“how to”) support for End Users (i.e. call forwarding, voice mail set-up, etc.).
  - Standard management of the Admin Interface within the product.
  - Support all moves, adds, changes, and deletes of employees.
17. **“Indemnifiable Amounts”** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party’s or its Affiliates’ attorneys’ fees and related expenses.
18. **“Indemnifying Party”** and **“Indemnified Party”** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **“Initial Term”** has the meaning set forth in Section 2(D) (Services Term).

20. **“Intellectual Property Rights”** or **“IP Rights”** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissues and extensions of the foregoing (as applicable).
21. **“Law”** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
22. **“Order Form(s)”** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
23. **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.
24. **“Renewal Term”** has the meaning set forth in Section 2(D) (Services Term).
25. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer’s own private network, or the PSTN.
26. **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order Form(s).
27. **“Start Date”** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
28. **“Taxes”** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
29. **“Term”** means the Initial Term plus any Renewal Terms.
30. **“Third Party Claim”** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **“Use Policy”** refers to any of the policies identified in Section 5(B) (Use Policies).

## ATTACHMENT A SERVICE ATTACHMENT - RINGEX SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingEX Services as described under the applicable Order Form (the “**Services**”).

### 1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

### 2. RingEX Purchase Plans

**A. Tiers of Service.** The Services are made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. “Unlimited” use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc. Use of the RingCentral AI Assistant capabilities is subject to the applicable terms contained in the AI Assistant Add-On Service Description available at <https://www.ringcentral.com/legal/add-on-services.html#qlnks-12>.

**B. Minute and Calling Credit Bundles.** Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

**C. Enhanced Business SMS Allotment and Pricing.** Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or received in excess of allotment and will be charged at the then-applicable rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registrar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>.

### 3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

#### 4. Directory Listing Service

RingCentral offers directory listing (the “**Directory Listing Service**”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (“**Listing Information**”). This information may include, but is not limited to, Customer’s company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer’s Listing Information may enter the public domain and that RingCentral cannot control third parties’ use of such information obtained through the Directory Listing Service.

- A. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer’s Listing Information removed from third-party directory assistance listing services that have already received Customer’s information.
- B. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer’s telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer’s Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

#### 5. Global RingEX or RingCentral Global Office.

Global RingEX (which is also known as RingCentral Global Office and references in the Service Description to Global RingEX shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global RingEX is available. Additional information related to Global RingEX Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral’s Global RingEX for customers that subscribe to it.

- A. **Emergency Service Limitations for Global RingEX.** RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global RingEX is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global RingEX countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.
- B. **Global RingEX Provided Only in Connection with Home Country Service.** RingCentral provides Global RingEX Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer’s Global RingEX Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global RingEX Services will be done in the Home Country on the Customer’s Account, together with other Services purchased under this Agreement, using the Home Country’s currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global RingEX Service in English; additional language support may be provided at RingCentral’s sole discretion.
- C. **Primary Place of Use of Global RingEX Service.** Customer represents and warrants that the primary place of use of the Global RingEX Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.
- D. **Relationships with Local Providers.** In connection with the provision of Global RingEX Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer’s Global RingEX telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer’s agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer’s behalf to secure such services. RingCentral’s locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer’s behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global RingEX countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at <https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html>. Additional terms or charges may apply, depending on the selected features.
7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.
8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:
  - A. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
  - B. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
  - C. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
  - D. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
  - E. **“Home Country”** means the United States or the country that is otherwise designated as Customer’s primary or home country in the Order Form.

**ATTACHMENT B  
SERVICE LEVEL AGREEMENT FOR RINGEX SERVICES**

This Service Level Agreement for RingEX Services (the “RingEX SLA”) is a part of the Master Services Agreement (the “Agreement”) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for RingEX Services.

**1. Overview**

RingCentral will maintain the following performance levels:

	Performance Level
<b>Voice Services Availability</b> (Monthly Calculation)	99.999%
<b>Quality of Voice Service</b> (Monthly Calculation)	3.8 MOS Score

**2. Minimum Eligibility**

Customer is entitled to the benefits of this RingEX SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the RingEX Service Attachment with a minimum twelve (12) month Term. This RingEX SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

**3. Service Delivery Commitments**

**A. Calculation of Service Availability for Voice Services**

Service Availability = [ 1 – ((number of minutes of Down Time x number of Impacted Users) / (total number users x total number of minutes in a calendar month))] x 100

Service Availability shall be rounded to nearest thousandth of a percent in determining the applicable credit. Service Credits for Down Time will not exceed 30% MRC.

**B. Calculation of Service Credits**

Customer is entitled to the Accelerated Service Credits calculated based on the table below:

**B.1 Accelerated Service Credit Table**

Voice Service Availability	Service Credits
≥ 99.999%	0% MRC
≥ 99.500% and < 99.999%	5% MRC
≥ 99.000% and < 99.500%	10% MRC
≥ 95.000% and < 99.000%	20% MRC
< 95.000%	30% MRC

**C. No Cumulative Credits**

Where a single incident of Down Time affects RingEX Services and any other Services provided by RingCentral and covered under a separate service level agreement executed between the parties, resulting in Service Credits under both agreements, Customer is entitled to claim Service Credits under one of the agreements, but not for both.

Service Credits to be paid under this RingEX SLA will be calculated based on Customer’s RingEX MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed the total MRC paid for the relevant Services.

**D. Qualifying for Service Credits**

Service Credits for Down Time will accrue only to the extent:

- i. Down Time exceeds 1 minute.
- ii. Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the conclusion of the applicable Down Time period.
- iii. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network.
- iv. Customer is not in material breach of the Agreement, including its payment obligations.
- v. Customer must submit a written request for Service Credits to Customer Care within thirty (30) days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case.

#### 4. Quality of Service Commitments

- A. **Quality of Service Targets.** RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public Wi-Fi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.
- B. **Quality of Service Report.** Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) business days.
- C. **Diagnostic Investigation.** If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.
- D. **Diagnostic Remediation.** Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

#### 5. Chronic Service Failures

- A. **Service Availability.** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services during any three (3) calendar Months in any continuous 6 Month period, and customer has timely reported Down Time as set forth herein.
- B. **Quality of Service.** Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum 3.5 MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within 4 months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
- C. To exercise its termination right under this RingEX SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

#### 6. Sole Remedy

The remedies available pursuant to this RingEX SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this RingEX SLA.

#### 7. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- A. **"Down Time"** is an unscheduled period during which the Voice Services for RingEX on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.
- B. **"Impacted User"** means a user with a Digital Line affected by Down Time. In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of users with a Digital Line affected by Down Time, RingCentral will calculate the Impacted Users on a User-Equivalency basis as defined below.
- C. **"MOS"** means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the Voice Services.
- D. **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for RingEX Services for the relevant month. If customer is billed other

than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than RingEX Services.

- E. **“Quality of Service Report”** means a technical report provided by RingCentral, detailing MOS and related technical information.
- F. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer’s own private network, or the Public Switched Telephone Network (PSTN).
- G. **“Service Availability”** is the time for which Voice Services for RingEX are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth above.
- H. **“Service Credits”** means the amount that RingCentral will credit a Customer’s account pursuant to this RingEX SLA.
- I. **“Site”** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.
- J. **“Support Case”** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.
- K. **“Territory”** means those countries in which Customers subscribes to RingEX or Global RingEX Services.
- L. **“User-Equivalency”** means the calculation made by RingCentral to estimate the percentage of the Voice Services impacted by the Down Time. RingCentral may use number of calls, network, device information, vendor and customer reports, and its own technical expertise to make these calculations.
- M. **“Voice Services”** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 37-2026 (*submitted by Stuart Hamilton*)  
**DATE:** April 28, 2026

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## **Subject Matter/Background**

The City of Huron was one of thousands of other political subdivisions across the United States which were engaged in litigation seeking to hold Opioid Pharmaceutical Companies and their supply chains accountable for the damage caused by their misfeasance, nonfeasance and malfeasance.

National opioid settlements have been reached with (1) Associated Pharmacies, Inc., (and American Associated Pharmacies), J M Smith Corporation, (3) Morris and Dickson Co. L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValue) (collectively "Remnant Defendants"). Resolution No. 37-2026 will accept the terms of the settlements with each party. The city must "opt in" to participate in the new settlements. The deadline to return the required documentation is May 4, 2026. The settlements are part of the *In re: National Prescription Opiate Litigation*, MDL 2804, Case No. 1:17-md-2804 litigation previously authorized by Council and handled by the Kelley & Ferraro Law Firm. Huron is expected to get 0.0013352259% of the total settlement of \$97,625,000, less attorneys fees and other payments for administration of the settlement.

The Agreement will enable the City, as one of the Political Subdivisions, to receive funds from the Remnant Defendants pursuant to the terms of said Agreement for use in accordance with a "List of Opioid Remediation Uses" attached as Exhibit D to the Agreement, a copy of which is maintained in the office of the Clerk of Council, a copy of which is attached hereto as Exhibit 1. To participate in the Agreement and receive a portion of said sums, the City is required to execute and return a "Combined Subdivision Participation and Release Form", a copy of which is attached hereto as Exhibit 2.

## **Financial Review**

Huron is expected to get 0.0013352259% of the total settlement of \$97,625,000, less attorneys fees and other payments for administration of the settlement. Council approved establishment of an opioid settlement fund in 2022. This fund will be used to track settlement payments and allowable expenditures.

## **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, motions adopting Resolutions 11-2023, 12-2023, 13-2023, 14-2023 and 15-2023 are in order.

[Ex 1-List-of-Opioid-Remediation-Uses.pdf](#)

[Resolution No. 37-2026 Opioid Settlement Six Remnant Defendants \(2\).docx](#)



**EXHIBIT D****List of Opioid Remediation Uses****Schedule A****Core Strategies**

Participating Subdivisions shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).

- A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES
  - 1. Expand<sup>3</sup> training for first responders, schools, community support groups and families; and
  - 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
  
- B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT
  - 1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
  - 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
  - 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
  - 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.
  
- C. PREGNANT & POSTPARTUM WOMEN

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<sup>3</sup> As used in this Exhibit D, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
  2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co- occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
  3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.
- D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“NAS”)
1. Expand comprehensive evidence-based and recovery support for NAS babies;
  2. Expand services for better continuum of care with infant- need dyad; and
  3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.
- E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES
1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
  2. Expand warm hand-off services to transition to recovery services;
  3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
  4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
  5. Hire additional social workers or other behavioral health workers to facilitate expansions above.
- F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre- arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

**Schedule B**  
**Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

<b>PART ONE: TREATMENT</b>
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A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>4</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

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<sup>4</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—**OD** and any co-occurring **SUD/MH** conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for **OD** and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for **OD** treatment.
2. Fund **SBIRT** programs to reduce the transition from use to disorders, including **SBIRT** services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of **SBIRT** in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of **SBIRT** and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin **MAT** in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for **MAT**, recovery case management or support services.
7. Support hospital programs that transition persons with **OD** and any co-occurring **SUD/MH** conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with **OD** and any co-occurring **SUD/MH** conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
  3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
  4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
  5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
  6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
  7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women-or women who could become pregnant-who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co- occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children’s Services-Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION
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F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience

OD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction-including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES
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I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co- occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

#### L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

## RESOLUTION NO. 37-2026

Introduced by: Joe Dike

### AN EMERGENCY RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE SETTLEMENT AGREEMENT AMONG PARTICIPATING SUBDIVISIONS AND REMNANT DEFENDANTS.

**WHEREAS**, the City of Huron, Ohio (“City”) is a Charter City formed and organized pursuant to the Constitution and the laws of the State of Ohio; and

**WHEREAS**, the City was one of thousands of other political subdivisions across the United States which have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

**WHEREAS**, the City was one of thousands of other political subdivisions (collectively “Political Subdivisions”) across the United States which were engaged in litigation seeking to hold Opioid Pharmaceutical Companies and their supply chains accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

**WHEREAS**, some of the cases were consolidated into a single class action in the Northern District of Ohio Eastern Division styled *In re: National Prescription Opiate Litigation*, MDL 2804, Case No. 1:17-md-2804 (the “Litigation”); and

**WHEREAS**, a settlement agreement (“Agreement”) has been reached in the Litigation to fully and finally resolve all claims the Political Subdivisions and certain of the remaining defendants, including: (1) Associated Pharmacies, Inc., (and American Associated Pharmacies), J M Smith Corporation, (3) Morris and Dickson Co. L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValue) (collectively “Remnant Defendants”); and

**WHEREAS**, the Agreement will enable the City, as one of the Political Subdivisions, to receive funds from the Remnant Defendants pursuant to the terms of said Agreement for use in accordance with a “List of Opioid Remediation Uses” attached as Exhibit D to the Agreement, a copy of which is maintained in the office of the Clerk of Council, a copy of which is attached hereto as Exhibit 1; and

**WHEREAS**, to participate in the Agreement and receive a portion of said sums, the City is required to execute and return a “Combined Subdivision Participation and Release Form”, a copy of which is attached hereto as Exhibit 2; and

**WHEREAS**, the Council wishes to agree to the material terms of the proposed Agreement with the Remnant Defendants and participate in the proposed settlement:

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

**SECTION 1:** That Council hereby authorizes the City Manager to accept on behalf of the City the terms of the Settlement Agreement Among Participating Subdivisions and Remnant Defendants, a copy of which is on file with the City, by executing on behalf of the City all documents necessary for acceptance of the Agreement.

**SECTION 2:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

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

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

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

EXHIBIT G

**Six (6) Remnant Defendants’  
Combined Subdivision Participation and Release Form  
 (“Combined Participation Form”)**

Governmental Entity: Huron city	State: Ohio
Authorized Official: Stuart Hamilton	
Address 1: 417 Main St.	
Address 2:	
City, State, Zip: Huron, Ohio 44839	
Phone: 419-433-5000	
Email: stuart.hamilton@huronohio.us	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants’ Settlement Agreement (“RDSA”), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Stuart Hamilton

Title: City Manager

Date: \_\_\_\_\_



**TO:** Mayor Tapp and City Council  
**FROM:** Jack Evans  
**RE:** Resolution No. 38-2026 (*submitted by Jack Evans*)  
**DATE:** April 28, 2026

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### **Subject Matter/Background**

The Water Filtration Plant needs to purchase 5 Rotork Actuators (sole source) from Northcoast Process Controls Co. in an amount not to exceed \$30,640.00. These actuators are part of the City's ongoing actuator replacement program. The 5 units included in this purchase will replace the existing Auma actuators on the filter surface wash valves, improving system reliability and operational performance. Funding for these items was included in the 2026 budget. Upon installation, this project will complete the program, with all filter valve actuators fully updated.

### **Financial Review**

Five (5) new Rotork actuators from Northcoast Process Controls Inc. in the amount of \$30,640 will be paid out of account number 603-9501-55976 (Water Capital).

### **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. 38-2026 is in order.

[Resolution No. 38-2026 Rotork IQT Electric Valve Actuators \\$30,640.docx](#)

[Resolution No. 38-2026 Exh A Northcoast Process Controls Quote.pdf](#)

**RESOLUTION NO. 38-2026**

Introduced by Tom Harris

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH NORTHCOAST PROCESS CONTROLS FOR THE PURCHASE OF FIVE (5) NEW ROTORK IQT ELECTRIC VALVE ACTUATORS TO REPLACE EXISTING AUMA ACTUATORS IN THE AMOUNT OF THIRTY THOUSAND SIX HUNDRED FORTY AND XX/100 DOLLARS (\$30,640.00)**

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

**SECTION 1.** That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with Northcoast Process Controls for the purchase of five (5) New Rotork IQT Electric Valve Actuators for the Water Filtration Plant in the amount of Thirty Thousand Six Hundred Forty and 00/100 Dollars (\$30,640.00). A copy of the proposal is attached hereto as Exhibit A and incorporated herein by reference.

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

**SECTION 3.** That this Resolution shall be in full force and effect from and immediately after its adoption.

---

Monty Tapp, Mayor

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

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

# QUOTATION

## Northcoast Process Controls

P.O. Box 39071 ■ Cleveland, Oh 44139  
 Tel: (440) 498-0542 ■ Fax: (440) 498-1257  
 Email: sales@northcoastprocess.com

**TO:** City of Huron Water Division  
 500 Cleveland Road West  
 Huron, Ohio 44839

**Attention:** Jack Evans  
**Phone:** 419-433-9502

[jack.evans@huronohio.us](mailto:jack.evans@huronohio.us)

<b>Quote Number</b>		<b>NPC-T0421248</b>
<b>Date</b>		April 1, 2026
<b>Your Inquiry</b>		Verbal Request
<b>Shipment</b>	<b>Sched.</b>	Approx 12 Weeks ARO
	<b>VIA</b>	PPD+Add
<b>F.O.B.</b>		Shipping Point
<b>Quote Validity</b>		30 Days
<b>TERMS:</b> Net 30 days. Purchase Order acceptance is contingent upon the approval of our credit department		
<b>Order Placement:</b> All purchase orders resulting from this quote should be addressed to: <b>Northcoast Process Controls Co.</b> <b>P.O. Box 39071, Cleveland, OH 44139</b>		

Itm	Qty	Description	Price	Amount										
1	5	<p><b>Rotork IQT Electric Valve Actuator for Existing 4" Surface Wash BFV</b></p> <p>(1) Valve Actuator - as outlined below                      (1 Trip) Supervisory Start-Up Assistance</p> <p>➤ <b>Rotork Electric Actuator Model IQT-250 for existing 4" Butterfly Valve</b></p> <table border="1"> <tr> <td><b>Prime Power</b></td> <td>120VAC. 1PH. 60HZ.</td> </tr> <tr> <td><b>Enclosure</b></td> <td>NEMA 4,6, Water Tight</td> </tr> <tr> <td><b>Handwheel Manual Over-Ride</b></td> <td>Standard</td> </tr> <tr> <td><b>Operating Time</b></td> <td>60 Seconds (Adjustable)</td> </tr> <tr> <td><b>Wiring Diagram</b></td> <td>310B0000</td> </tr> </table> <p><b>FEATURES INCLUDED:</b></p> <ul style="list-style-type: none"> <li>• Reversing Motor Controller</li> <li>• Control Transformer -120VAC</li> <li>• Local/Remote Selector Switch</li> <li>• Open/Stop/Close Pushbuttons</li> <li>• Handwheel w/De-clutch Lever</li> <li>• Standard "Intelligent" features per E110E</li> <li>• Anti-Hammer Protection</li> <li>• Instantaneous Reversal Protection</li> <li>• Automatic Phase Correction and Detection</li> <li>• Separate, Sealed Compartment for Electrical Connections (double 'o'ring seals)</li> <li>• LCD valve position indicator- % Travel and Open/Close/Intermediate Lights</li> <li>• Non-Intrusive Setting W/ "Infra-Red" setting tool.</li> <li>• 4 Programmable Indication Contacts</li> <li>• <b>Machining of actuator drive bushing to match existing valve shaft.</b></li> <li>• <b>Mounting Hardware/Adaptation, as required.</b></li> <li>• (1) Trip supervisory start-up assistance, as required.</li> </ul>	<b>Prime Power</b>	120VAC. 1PH. 60HZ.	<b>Enclosure</b>	NEMA 4,6, Water Tight	<b>Handwheel Manual Over-Ride</b>	Standard	<b>Operating Time</b>	60 Seconds (Adjustable)	<b>Wiring Diagram</b>	310B0000	\$6,078.00	\$30,390.00
<b>Prime Power</b>	120VAC. 1PH. 60HZ.													
<b>Enclosure</b>	NEMA 4,6, Water Tight													
<b>Handwheel Manual Over-Ride</b>	Standard													
<b>Operating Time</b>	60 Seconds (Adjustable)													
<b>Wiring Diagram</b>	310B0000													
2	1	<b>Freight Estimate</b>	→	\$250.00										

**Salesperson: Mike Bais**



**TO:** Mayor Tapp and City Council  
**FROM:** Doug Steinwart  
**RE:** Resolution No. 39-2026 (*submitted by Doug Steinwart*)  
**DATE:** April 28, 2026

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### **Subject Matter/Background**

The Huron Rotary Club is requesting use of City property for the annual Huron Rotary Festival on June 27, 2026. This year's event will be for one day, and will feature entertainment for children and adults, food trucks, and music featuring Wally and the Beavs. The Huron Rotary Club requests the sale of beer and wine in the designated area and this event will incur the special event charge for facility rental of \$500.

### **Financial Review**

A one-day special event facility usage charge of \$500 will be charged to the Huron Rotary Club and will be allocated to the Boat Basin Fund (Fund 210) under Facility Rental. This amount was anticipated and budgeted for in account 210-0006-41536. The facility usage fee will offset maintenance and personnel costs.

### **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. 39-2026 is in order.

[Resolution No. 39-2026 Huron Rotary Festival \\$500.docx](#)

[Resolution No. 39-2026 Exh A Huron Rotary Festival License Agreement 2026 \(1\).docx](#)

**RESOLUTION NO. 39-2026**

Introduced by Mark Claus

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE HURON ROTARY CLUB TO HOLD THE HURON ROTARY FESTIVAL IN THE CITY OF HURON, OHIO ON JUNE 27, 2026**

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

**SECTION 1:** The City Manager is authorized and directed to execute a License Agreement for and on behalf of the City of Huron, Ohio with the Huron Rotary Club to use City property at the Boat Basin in conjunction with the Huron Rotary Festival on June 27, 2026, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

---

Monty Tapp, Mayor

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

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

**LICENSE AGREEMENT**

This License Agreement ("Agreement"), made between the City of Huron, Ohio, hereinafter called "City" and the Huron Rotary Club, hereinafter called "Licensee", is to EVIDENCE THAT:.

**WHEREAS**, the Huron Rotary Festival ("Festival") is held on property owned by the City and, therefore, it is necessary for the City to grant the Huron Rotary Club a revocable license to use said property and;

**WHEREAS**, the Festival is scheduled to occur on June 27, 2026; and

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

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The City hereby grants a revocable license to Licensee to use the Amphitheater at the Boat Basin on Saturday, June 27, 2026 during the hours of 12:00 p.m. to 11:00 p.m. for the purpose of conducting the Festival for a flat rental fee of \$500.00 total on the property described on Exhibit A and incorporated by reference.

2. The City hereby grants the placement of three (3) 10 x 8 latex banners for advertising signage to be erected in the following areas: median area of U. S. Route 6/Center Street, S.R. 13/Riverside Drive, and Cleveland Road E/By the Shores Drive commencing on June 8, 2026 and which shall be removed on June 28, 2026.

3. Licensee agrees, at its own expense to have the entire event area cleaned up, including removal of all equipment, trash, and other items placed in the site, by 8:00 a.m. on Sunday, June 28, 2026. This provision may be modified due to weather conditions.

4. Licensee agrees to adhere to the Festival Regulations pursuant to the Ohio Fire Code as referenced in Exhibit D.

5. The City shall have the option to terminate or modify this Agreement and related revocable license in the event the property being licensed to the Licensee becomes unavailable for use by Licensee as provided for by this Agreement, which determination shall be decided by the Huron City Council at a regular or special meeting, notice of which shall be given to the Licensee at least seven (7) days prior to the date of the meeting.

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

7. The Licensee agrees to defend, indemnify, and hold the City harmless from any and all actual or threatened actions, causes of action, claims, costs, damages, demands, expenses, fees (including reasonable attorney's fees), fines, judgments, losses, penalties or suits arising directly or indirectly from Licensee's breach of this Agreement, from Licensee's use or the use by participants, workers, vendors, invitees, and attendees of City-owned lands for the Festival and parking areas as authorized by this Agreement, or from the operation of the event or claimed to have arisen from the operation of the

event, and Licensee shall secure liability insurance, including liquor liability coverage, in an amount of at least One Million Dollars (\$1,000,000.00) for bodily injury and death, and One Hundred Thousand Dollars (\$100,000.00) for property damage, which policies shall name City as an additional named insured by endorsement and loss payee. Licensee shall furnish City with evidence that the required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, no later than June 1, 2026, and a copy of such shall herein be attached and incorporated as Exhibit B. Such insurance policies shall provide that such insurance policies may not be canceled without thirty (30) days prior written notice to the City.

8. Licensee further agrees as follows:
  - a. Event activity shall be scheduled within the hours: Saturday: June 27, 2026, 12:00 p.m. to 11:00 p.m.
  - b. Signs to be posted restricting beer/wine in plastic or paper cups only to the fenced areas as noted in Exhibit C.
  - c. Concession booths shall not be permitted to open without first obtaining an approved electrical inspection.
  - d. Event grounds shall shut down by 11:00 p.m.
  - e. Food sales shall cease by 10:30 p.m.
  - f. Licensee agrees to incorporate the operating restrictions set forth herein in all contracts with affected vendors.
  - g. Licensee agrees to have all water connections checked for compliance with the State of Ohio Code.
  - h. Licensee agrees to protect parking lot at the Boat Basin and further agrees not to make any holes in parking lot surface for any reason.
  - i. Licensee shall furnish City with evidence that the required insurance has been obtained prior to the opening of the event.
  - j. Licensee hereby agrees to conduct said event in accordance with the terms and conditions set forth and approved by the Council of the City of Huron and all rules and regulations of other state or local agencies applicable to these events.
  - k. This Agreement contains the entire agreement between the Parties and supersedes any oral or prior written understandings, representations or agreements between the Parties.
  - l. This agreement shall be interpreted in accordance with the laws of the State of Ohio.

9. The City approves the sale of beer and wine during the Festival as follows: Saturday, June 27, 2026 from 1:00pm to 11:00pm. All sales of beer and wine shall be confined to the

designated area. Beer and wine shall be in plastic or paper cups or cans; no bottles permitted. Consumption of beer and wine shall be permitted in fenced in areas only and as noted on Exhibit A. Licensee agrees to comply with all rules and regulations of the Ohio Department of Liquor control as required by the regulations governing Licensee's Alcohol Permit identified in Exhibit E.

IN WITNESS WHEREOF, all parties have set their hands to duplicate copies of this Agreement on the date(s) referenced below.

CITY: CITY OF HURON, OHIO

LICENSEE: HURON ROTARY CLUB

\_\_\_\_\_  
Stuart Hamilton, City Manager

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

Date: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT B**  
**LIABILITY INSURANCE POLICY**

**EXHIBIT C**  
**SIGNS FOR BEER CONSUMPTION IN CERTAIN AREAS**

## EXHIBIT D

### FESTIVAL REGULATIONS- OHIO FIRE CODE

#### **Festival Regulations**

The City of Huron has adopted, and the Fire Division enforces, the latest version of the Ohio Fire Code. The following regulations are highlighted to minimize misunderstanding between Fire Division personnel and festival vendors. The Ohio Fire Code, in its entirety, and the judgment of the Authority Having Jurisdiction (The Fire Chief or Designee) will continue to be the ultimate Authority regarding public fire safety.

It shall be the responsibility of the organization hosting the event (Permit Holder) to provide this information to all vendors, and to arrange for the inspection(s) with the Fire Division. Any one of these violations or any regulation cited shall be corrected immediately or the vendor will not be allowed to open until violation(s) are corrected. Absolutely, no exceptions will be made.

- All electrical connections and / or equipment **shall be** in full compliance with all requirements of the National Electric Code (NFPA 70). The City of Huron Electrical Inspector **shall be** contacted (419-357-1006) by the Permit Holder before each event for an electrical inspection.
- All required Fire extinguishers **shall be** properly tagged by a qualified service company within the past year according to (NFPA 10 ) Ohio Administrative Code 1301:7-7-45. You can locate a qualified company in the yellow pages under Fire Extinguishers.
- All tents, booths, trailers or canopies not occupied by the public used for cooking **shall have** at least one (1)portable fire extinguisher with a minimum 4-A:40:BC rating, or two (2)portable fire extinguishers with a minimum 2-A:10:BC rating. Vendors utilizing Deep Fryers shall have at least one Class K extinguisher with a minimum rating of 2-A:K.
- If cooking under a tent/canopy the tent **must have** a **permanently affixed label** (FM-2403.3) meeting (NFPA 701, Annex D) (NFPA 5000, Chapter 32) (NFPA 1, Chapter 25) of flame propagation.
- Fuel powered rides must have at least one (1) properly serviced & tagged extinguisher with a rating of 40:BC.

## Festival Regulations

The City of Huron has adopted, and the Fire Division enforces, the latest version of the Ohio Fire Code. The following regulations are highlighted to minimize misunderstanding between Fire Division personnel and festival vendors. The Ohio Fire Code, in its entirety, and the judgment of the Authority Having Jurisdiction (The Fire Chief or Designee) will continue to be the ultimate Authority regarding public fire safety.

It shall be the responsibility of the organization hosting the event (Permit Holder) to provide this information to all vendors, and to arrange for the inspection(s) with the Fire Division. Any one of these violations or any regulation cited shall be corrected immediately or the vendor will not be allowed to open until violation(s) are corrected. Absolutely, no exceptions will be made.

- All electrical connections and / or equipment **shall be** in full compliance with all requirements of the National Electric Code (NFPA 70). The City of Huron Electrical Inspector **shall be** contacted (419-357-1006) by the Permit Holder before each event for an electrical inspection.
- All required Fire extinguishers **shall be** properly tagged by a qualified service company within the past year according to (NFPA 10 ) Ohio Administrative Code 1301:7-7-45. You can locate a qualified company in the yellow pages under Fire Extinguishers.
- All tents, booths, trailers or canopies not occupied by the public used for cooking **shall have** at least one (1) portable fire extinguisher with a minimum 4-A:40:BC rating, or two (2) portable fire extinguishers with a minimum 2-A:10:BC rating. Vendors utilizing Deep Fryers shall have at least one Class K extinguisher with a minimum rating of 2-A:K.
- If cooking under a tent/canopy the tent **must have a permanently affixed label** (FM-2403.3) meeting (NFPA 701, Annex D) (NFPA 5000, Chapter 32) (NFPA 1, Chapter 25) of flame propagation.
- Fuel powered rides must have at least one (1) properly serviced & tagged extinguisher with a rating of 40:BC.



**TO:** Mayor Tapp and City Council  
**FROM:** Doug Steinwart  
**RE:** Resolution No. 40-2026 (*submitted by Doug Steinwart*)  
**DATE:** April 28, 2026

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### **Subject Matter/Background**

This resolution authorizes an agreement between the City and the Greater Sandusky Partnership ("GSP") relating to the use of Lake Front Park for the Lake Front Market event. GSP is requesting consideration for the use of the entirety of Lake Front Park on Saturday, June 6, 2026 from 9:00am to 3:00pm to host the 7th annual "Lake Front Market" event. The event includes retail vendors, food vendors, musicians, the "Young Entrepreneurs" tent and other activities for children, just to name a few. GSP is requesting road closures at Wall Street/Williams Street and Center Street/Park Street for this event. The agreement includes placement of an advertising banner in the median area, obligates vendors to abide by the City's "Festival Regulations" and includes Council's approval of the organizer obtaining liquor permit for the event. The fee paid by the Chamber for this event is \$500.00, which is calculated by multiplying the facility rental fee of \$500 x 1 day. In previously years, this was a 2-day event. Because this is now a 1-day event, there is no need to provide overnight security/police services.

### **Financial Review**

The \$500 fee will be deposited as a rental fee in the Parks and Recreation Fund (207), which is used to support operating costs of the City's parks.

### **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. 40-2026 is in order.

[Resolution No. 40-2026 Lake Front Market \\$500.docx](#)

[Resolution No. 40-2026 Exh A Lake Front Market License Agreement \(1\).pdf](#)

**RESOLUTION NO. 40-2026**

Introduced by Mark Claus

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE GREATER SANDUSKY PARTNERSHIP RELATIVE TO THEIR LAKE FRONT MARKET EVENT TO BE HELD AT LAKE FRONT PARK ON SATURDAY, JUNE 6<sup>th</sup>, 2026**

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

**SECTION 1:** That the City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Greater Sandusky Partnership to utilize Lake Front Park for their Lake Front Market event to be held on Saturday, June 6<sup>th</sup>, 2026, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

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

ATTEST:

\_\_\_\_\_  
Clerk of Council

ADOPTED:

\_\_\_\_\_

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** made and entered into by and between **THE CITY OF HURON, OHIO**, an Ohio Municipal Corporation, hereinafter referred to as “City” and **THE GREATER SANDUSKY PARTNERSHIP**, a non-profit entity, hereinafter referred to as “Licensee.”

**WHEREAS**, Licensee has submitted a request for an event known as the Lake Front Market; and,

**WHEREAS**, the City endorses events which promote the waterfront and city parks for the enjoyment of its citizens and visitors.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The City hereby grants a revocable license to Licensee to use the City-owned property known as “Lake Front Park” for the event set forth in the schedule attached hereto and made a part hereof as Exhibit A, for the site of the Huron Lake Front Market on June 6, 2026 from 9:00am to 3:00pm.

2. Unless revoked prior to same, this License is valid from June 6, 2026 from 9:00am through 3:00pm, at which time this Agreement shall automatically terminate.

3. Licensee agrees to compensate the City for the cost of this License in the amount of Five Hundred Dollars (\$500.00). Said fee shall be payable in advance no later than May 31, 2026. The parties agree that the fee for this event is similar to that which is codified for use of comparable city-owned properties for a duration of one day. If either party terminates this agreement prior to the event, the fee is fully refundable.

4. This License Agreement shall accommodate the request to close those portions of Wall Street and Center Street as identified in Exhibit B. Licensee shall provide written notice to all residents with direct access to a public thoroughfare within the road closure area no later than May 31, 2026, and shall also be responsible for the supervision of the closures to permit affected residents’ access. Further, Licensee shall abide by all of the City’s Festival Regulations, attached hereto as Exhibit C.

5. The City hereby grants the placement of one (1) banner for advertising signage to be erected in the median area of U. S. Route 6/Center Street commencing on May 15, 2026 and removed on June 7, 2026.

6. Licensee, its employees, volunteers, and vendors shall at all times during the pendency of this License comply with all applicable laws and regulations, including but not limited to Huron Codified Ordinances and the Ohio Revised Code, and shall secure in advance of event any necessary permits and authorizations for local or state agencies. This shall include, but not be limited to, permits and/or approval from the Ohio Division of Liquor Control, Erie County Health Department, and the Huron Fire Department.

7. The City shall have the unilateral and voluntary right and option to revoke, terminate or modify this Agreement in the event the property being leased to the Licensee becomes unavailable by reason of the construction of public improvements on said property by the City. The decision as to whether the property is unavailable shall be decided by the Huron City Administration, notice of the meeting at which such termination is to be discussed shall be given to the Licensee at least seven (7) days prior to the date of the meeting.

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

9. The City, in its sole and absolute discretion, shall further have the unilateral and voluntary right to revoke and/or terminate this Agreement, for any reason, upon ten (10) days prior written notice to Licensee. Similarly, Licensee shall have the right to terminate this Agreement, for any reason, upon ten (10) days prior written notice to Licensee. Timely notice of termination by either party shall relieve any financial obligation of Licensee to City.

10. The City approves the issuance of a liquor permit by the Ohio Division of Liquor Control for the Huron Lake Front Market event. In the event a liquor permit is issued, and subject to any and all limitations and/or conditions on the permit issuance as promulgated by the Ohio Division of Liquor Control, the City requires that the date liquor may be served and consumed is limited to June 6, 2026 from 9:00am to 3:00pm, and the area that liquor may be served and consumed is limited to the area set forth in the diagram attached hereto as Exhibit A.

11. The Licensee agrees to defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, demands, expenses, fines, fees, judgments, penalties, loss, liability, or any suits or proceedings arising or claimed to arise directly or indirectly from Licensee's acts or omissions and use of City-owned property, or the use of same by participants, workers, vendors, invitees, guests, and spectators of the event as authorized by this Agreement, and Licensee shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000) for bodily injury and death; Fifty Thousand Dollars (\$50,000) for property damage, which policies shall name City as an additional named insured by endorsement, and shall also provide coverage and/or a rider or endorsement to cover Licensee's serving of alcohol and spirits on City-owned (commonly known as "social host liability" coverage). Licensee shall furnish City with a certificate evidencing that all required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, on or before June 1, 2026, and a copy of the insurance certificate shall herein be attached and incorporated as Exhibit E. Such policy shall include a 30-day cancellation clause. This indemnification shall include all costs of defense, including reasonable attorneys' and expert witness fees, and shall also extend to use of the any City equipment by the Licensee, if any. The provisions of this Section 11 shall survive the termination of this Agreement regardless of reason.

12. Licensee agrees to leave the park in the condition it was found prior to each use. Licensee understands that if the park is not left in the manner it was presented, the Licensee will be charged for any damages or clean up.

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

14. This License constitutes the entire Agreement between the parties and supersedes all prior oral and written agreements or understandings entertained prior to the date hereof. This Agreement shall only be amended in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties have set their hands to duplicate copies of this Agreement as of the dates set forth below.

GREATER SANDUSKY PARTNERSHIP



\_\_\_\_\_  
Rachael Summerfield, Event Coordinator  
Greater Sandusky Partnership

CITY OF HURON, OHIO

\_\_\_\_\_  
Stuart Hamilton, City  
Manager

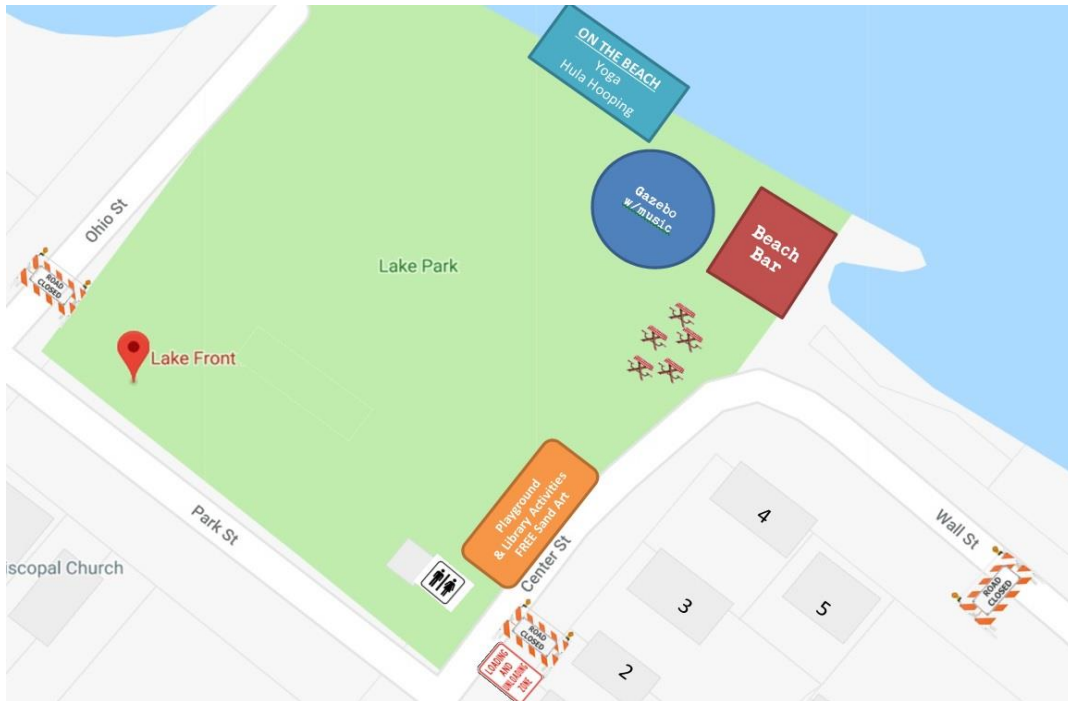
Date: 4/21/26

Date: \_\_\_\_\_

EXHIBIT A: EVENT SITE PLAN AND DESIGNATED AREA FOR SERVICE AND CONSUMPTION OF ALCOHOLIC BEVERAGES



# EXHIBIT B: ROAD CLOSURE LAYOUT



## EXHIBIT C: FESTIVAL REGULATIONS

## Festival Regulations

The City of Huron has adopted, and the Fire Division enforces, the latest version of the Ohio Fire Code. The following regulations are highlighted to minimize misunderstanding between Fire Division personnel and festival vendors. The Ohio Fire Code, in its entirety, and the judgment of the Authority Having Jurisdiction (The Fire Chief or Designee) will continue to be the ultimate Authority regarding public fire safety.

It shall be the responsibility of the organization hosting the event (Permit Holder) to provide this information to all vendors, and to arrange for the inspection(s) with the Fire Division. Any one of these violations or any regulation cited shall be corrected immediately or the vendor will not be allowed to open until violation(s) are corrected. Absolutely, no exceptions will be made.

- All electrical connections and / or equipment **shall be** in full compliance with all requirements of the National Electric Code (NFPA 70). The City of Huron Electrical Inspector **shall be** contacted (419-357-1006) by the Permit Holder before each event for an electrical inspection.
- All required Fire extinguishers **shall be** properly tagged by a qualified service company within the past year according to (NFPA 10 ) Ohio Administrative Code 1301:7-7-45. You can locate a qualified company in the yellow pages under Fire Extinguishers.
- All tents, booths, trailers or canopies not occupied by the public used for cooking **shall have** at least one (1) portable fire extinguisher with a minimum 4-A:40:BC rating, or two (2) portable fire extinguishers with a minimum 2-A:10:BC rating. Vendors utilizing Deep Fryers shall have at least one Class K extinguisher with a minimum rating of 2-A:K.
- If cooking under a tent/canopy the tent **must have a permanently affixed label** (FM-2403.3) meeting (NFPA 701, Annex D) (NFPA 5000, Chapter 32) (NFPA 1, Chapter 25) of flame propagation.
- Fuel powered rides must have at least one (1) properly serviced & tagged extinguisher with a rating of 40:BC.

## Festival Regulations

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- Fuel powered rides must have at least one (1) properly serviced & tagged extinguisher with a rating of 40:BC.

EXHIBIT D - LIABILITY INSURANCE



**TO:** Mayor Tapp and City Council  
**FROM:** Doug Steinwart  
**RE:** Resolution No. 41-2026 (*submitted by Doug Steinwart*)  
**DATE:** April 28, 2026

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### **Subject Matter/Background**

AS SUBMITTED BY DOUG STEINWART, PARKS & RECREATION DIRECTOR:

We are requesting authorization for the purchase of a 2026 Ford F-150 XL with a Regular Cab for the Huron Parks & Recreation Department. This truck would replace the 2007 Ford that would be auctioned on GovDeals. The lowest and best bid was from Valley Ford of Huron at \$48,550 (copy of proposal attached to the Resolution as Exhibit A). A copy of a higher bid proposal in the amount of \$50,349.30 from Mathews Ford Marion Inc. is attached hereto as Exhibit 1. We did look into a TRAC lease with a 1% buyout after 3 years, but the cost was an additional \$3,000. Therefore, we are recommending full purchase.

### **Financial Review**

The request was budgeted for within the parks 2026 capital budget, the purchase price is lower than state minimum contract pricing.

### **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. 41-2026 is in order.

[Resolution No. 41-2026 Exh 1 Mathews Ford Marion.pdf](#)

[Resolution No. 41-2026 2026 Super Duty F150 4x4 XL Regular Cab \\$48,550 \(2\).docx](#)

[Resolution No. 41-2026 Exh A Valley Ford of Huron Quote.pdf](#)



Date 04/15/2026

Salesperson Kelsi Fissell

Company City Of Huron  
 Address 417 Main Street  
 City Huron State Oh  
 County \_\_\_\_\_ Zip 44839  
 Home (419) 433-4848 Bus Phone \_\_\_\_\_  
 Cell Phone \_\_\_\_\_  
 Email doug.steinwart@huronohio.us

<input checked="" type="checkbox"/> New	<input type="checkbox"/> Demo	<input type="checkbox"/> Rental Unit	<input type="checkbox"/> Used
Year <u>2026</u>	Make <u>Ford</u>	Stock _____	
Model <u>F-150</u>	Body <u>XL</u>		
Color _____	Top _____	Trim _____	
VIN _____	Miles <u>0</u>		

\*Added Equipment:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CASH OPTION	
Total	<u>\$50,349.30</u>
Rebate	\$0.00

TRADE IN (1)	
Year	Make
Model	
VIN	
Miles	
Stock	
TRADE IN (2)	
Year	Make
Model	
VIN	
Miles	
Stock	
Allowance	
Rebate	\$0.00
Cash Due	\$0.00
Deposit	\$0.00
TOTAL CREDITS	\$0.00

PURCHASE	
Market Value	\$49,860.00
Savings	\$3,100.00
Price	\$46,760.00
Gap	\$0.00
Service Contract	\$0.00
SUBTOTAL	\$46,760.00
Sales Tax	\$3,156.30
Temporary Tag	\$20.00
Title and Registra...	\$18.00
Doc Fee	\$395.00
TOTAL CASH PRICE	\$50,349.30
Total Credits	(\$0.00)
TRADE-IN PAYOFF	\$0.00
<b>BALANCE DUE</b>	<b>\$50,349.30</b>

Customer

Sales Manager



**Preview Order K106 - F1L - 4x4 XL Regular Cab** : Order Summary Time of Preview: 04/15/2026  
 11:30:00 Receipt: 4/15/2026

**Dealership Name :** Mathews Ford Marion, Inc.

**Sales Code :** F47128

<b>Dealer Rep.</b>	Kelsi Fissell	<b>Type</b>	Fleet	<b>Vehicle Line</b>	F-150	<b>Order Code</b>	K106
<b>Customer Name</b>	City Of Huron	<b>Priority Code</b>	H1	<b>Model Year</b>	2026	<b>Price Level</b>	640

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 REGULAR CAB XL - 141	\$42305	3.55 ELECTRONIC LOCK RR AXLE	\$470
141 INCH WHEELBASE	\$0	7100# GVWR PACKAGE	\$0
TOTAL BASE VEHICLE	\$42305	FORD FLEET SPECIAL ADJUSTMENT	\$0
OXFORD WHITE	\$0	JOB #2 ORDER	\$0
CLOTH 40/20/40 FRONT SEAT	\$0	BLACK PLATFORM RUNNING BOARDS	\$250
MEDIUM DARK SLATE	\$0	EXTENDED RANGE 36GAL FUEL TANK	\$0
EQUIPMENT GROUP 103A	\$1195	CONN PKG: 1 YR INCL W/FORD APP	\$0
.XL SERIES	\$0	BEDLINER-TOUGHBED SPRAYIN*ACCY	\$625
.LED FOG LAMPS	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.CHROME FRONT/REAR BUMPERS	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.17" SILVER PAINTED ALUMINUM	\$0	FUEL CHARGE	\$0
.PRIVACY GLASS W/REAR DEFROSTER	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
3.5L V6 ECOBOOST	\$2220	PRICED DORA	\$0
ELEC TEN-SPEED AUTO TRANS	\$0	ADVERTISING ASSESSMENT	\$0
265/70R 17 BSW ALL-TERRAIN	\$0	DESTINATION & DELIVERY	\$2795
			<b>MSRP</b>
TOTAL BASE AND OPTIONS			\$49860
DISCOUNTS			NA
TOTAL			\$49860

**This order has not been submitted to the order bank.**

**This is not an invoice.**

**RESOLUTION NO. 41-2026**

Introduced by: Mark Claus

**A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE HURON PARKS & RECREATION DEPARTMENT, TO ENTER INTO AN AGREEMENT WITH VALLEY FORD OF HURON FOR THE PURCHASE OF A 2026 FORD F150 4X4 WL XL REGULAR CAB VEHICLE IN AN AMOUNT NOT TO EXCEED FORTY-EIGHT THOUSAND FIVE HUNDRED FIFTY AND XX/100 DOLLARS (\$48,550.00)**

**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 authorizes and directs the City Manager, on behalf of the Huron Parks & Recreation Department, to enter into an agreement with Valley Ford of Huron for the purchase of a new truck, specifically, a 2026 Ford F-150 4WD XL Regular Cab, as further described in Exhibit "A" attached hereto, in an amount not to exceed Forty-Eight Thousand Five Hundred Fifty and xx/100 Dollars (\$48,550.00).

**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: \_\_\_\_\_



55 CLEVELAND RD E  
HURON, OH 44839

DEAL# 55196  
CUST# 5463

DATE 04/14/2026     NEW     USED     RENTAL     DEMO    FEDERAL IDENTIFICATION NO. \_\_\_\_\_  
 PURCHASER'S NAME HURON PARK & RECREATION DEPT    PHONE 419-433-8487  
 (Title as Above)  
 ADDRESS 110 WALL ST    HURON    OH    44839-1631  
 (Title At)    (Street)    (City)    (State)    (Zip)    (County)  
 The Undersigned Purchaser hereby orders from Valley Ford Truck, Inc. ONE motor vehicle(s) together with (Quantity) the equipment below set forth (which motor vehicle(s) and equipment are hereinafter called "said vehicle(s)") to be delivered on or about 04/14/2026 according to the following applications, terms and conditions:

MILEAGE     ACCURATE  
 ON TRADE-IN     NOT ACCURATE

ARBITRATION	Stock No.	Yr	Mfg.	Type	VIN		
I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. X _____		2026	FORD	F-150		48069	00
	N/A					N/A	
	N/A					N/A	

THE BUYER DOES NOT INTEND TO EQUIP THIS VEHICLE FOR USE AS A TRACTOR OR INCREASE ITS RATING ABOVE 33,000# GVW.   

DOCUMENT FEES	398.00
SUB TOTAL	48467.00
FEDERAL EXCISE TAX	N/A
TOTAL SELLING PRICE	48467.00

ODOMETER MILEAGE ON \_\_\_\_\_     ODOMETER MILEAGE IS ACCURATE  
 VEHICLE BEING PURCHASED     ODOMETER MILEAGE IS NOT ACCURATE

**SOLD "AS IS"**  
 I hereby make this purchase and accept this Used Truck knowingly without any warranty whatsoever, expressed or implied by your Co. or its Agents.

**DEPOSIT RECEIPT**  
 Purchaser hereby provides to the Dealer the sum of \$ N/A as a Non-Refundable Deposit for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for \_\_\_\_\_ days from the date of Deposit.  
 X \_\_\_\_\_

**NEGATIVE EQUITY**  
 I am aware the balance owed on my trade-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that \$ N/A of negative equity from my trade-in be included in the cash price of the vehicle.  
 X \_\_\_\_\_

EXTENDED SERVICE CONTRACT	N/A
SALES TAX	N/A
30 DAY TAG AND TITLE FEES	83.00
N/A	N/A
N/A	N/A
N/A	N/A
TOTAL CASH DELIVERED PRICE	48550.00

NON-REFUNDABLE CASH DEPOSIT SUBMITTED WITH ORDER.

N/A	N/A
N/A	N/A

NO. OF TRADES \_\_\_\_\_ DESCRIPTION OF TRADE-IN(S)     SEE ATTACHED LIST

MAKE	YEAR	MODEL	TYPE	SERIAL NO.
N/A	N/A	N/A	N/A	N/A

NEGATIVE EQUITY:	N/A
ALLOWANCE FOR USED TRUCK TRADE-IN AS CASH TO BE PAID AT TIME OF DELIVERY	N/A
TOTAL CREDIT	N/A
BALANCE DUE	48550.00

DOES THE TRADE HAVE A SALVAGE VEHICLE HISTORY?     YES     NO

In conjunction with clause number 1 on the rear of this agreement, cancellation purchaser may cancel this order only on written notice from purchaser and only if seller is able to cancel said order with the manufacturer and receives confirmation of said cancellation from the manufacturer. Upon any cancellation or failure to accept delivery purchaser shall pay seller reasonable and proper cancellation charges and expenses.  
 \_\_\_\_\_  
 (customer signature)

Seller shall also have a security interest in the proceeds of any insurance policy required or purchased in conjunction with this agreement and/or any unearned premiums of such policies. If the purchase of the motor vehicle described hereon is to be financed all disclosures required by Revised Regulation Z, Truth-in-Lending Simplification Act, will be made by the lending institution (creditor) to the purchase at the time purchaser is to be contractually obligated on the credit transaction.

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are printed or written front and back. I understand this order requires the acceptance of the dealer or his authorized agent.

The undersigned purchaser agrees to the terms and conditions of this contract and hereby acknowledges receipt of a copy of the order and that the purchaser has read the terms and conditions on the front and back of this order. I represent that I am eighteen (18) years of age or over.

The information you see on the window form of this vehicle is part of this contract. The information on the window form overrides any contrary provisions in the contract of sale.  
 Not binding unless accepted by seller and credit is approved, if applicable, by financial institution. This motor vehicle contract is executed this April day of 14th, 2026

\_\_\_\_\_  
 (Sales Representative)  
 THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER.

(Signed) \_\_\_\_\_  
 (Purchaser/Firm)  
 By HURON PARK & RECREATION DEPT  
 (Signature of Officer, Partner or Owner, with Title)

BY \_\_\_\_\_  
 TITLE F&I MANAGER    \_\_\_\_\_ 20 26  
 RO22090    (SEE REVERSE)

Warranty received and explained in its entirety.  
 Date N/A Signed \_\_\_\_\_ N/A



**Preview Order C004 - F1L - 4x4 XL Regular Cab** : Order Summary Time of Preview: 03/20/2026  
 09:51:55 Receipt: 3/20/2026

**Dealership Name :** Valley Ford of Huron, Inc.

**Sales Code :** F44601

<b>Dealer Rep.</b>	Corey Barnicle	<b>Type</b>	Retail	<b>Vehicle Line</b>	F-150	<b>Order Code</b>	C004
<b>Customer Name</b>	D Huron Parks and Rec	<b>Priority Code</b>	19	<b>Model Year</b>	2026	<b>Price Level</b>	640

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
F150 4X4 REGULAR CAB XL - 141	\$42305	\$40401	265/70R 17 BSW ALL-TERRAIN	\$0	\$0
141 INCH WHEELBASE	\$0	\$0	3.55 ELECTRONIC LOCK RR AXLE	\$470	\$427
OXFORD WHITE	\$0	\$0	7100# GVWR PACKAGE	\$0	\$0
VINYL 40/20/40 FRONT SEAT	\$0	\$0	CV LOT MANAGEMENT	\$0	\$10
MEDIUM DARK SLATE	\$0	\$0	JOB #2 ORDER	\$0	\$0
EQUIPMENT GROUP 103A	\$1195	\$1088	FRONT LICENSE PLATE BRACKET	\$0	\$0
.XL SERIES	\$0	\$0	BLACK PLATFORM RUNNING BOARDS	\$250	\$228
.LED FOG LAMPS	\$0	\$0	TAILGATE STEP AND WORK SURFACE	\$445	\$405
.CHROME FRONT/REAR BUMPERS	\$0	\$0	EXTENDED RANGE 36GAL FUEL TANK	\$0	\$0
.17" SILVER PAINTED ALUMINUM	\$0	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0	\$0
.PRIVACY GLASS W/REAR DEFROSTER	\$0	\$0	BEDLINER-TOUGHBED SPRAYIN*ACCY	\$625	\$569
3.5L V6 ECOBOOST	\$2220	\$2020	FUEL CHARGE	\$0	\$105.12
ELEC TEN-SPEED AUTO TRANS	\$0	\$0	PRICED DORA	\$0	\$0
			DESTINATION & DELIVERY	\$2795	\$2795
				<b>MSRP</b>	<b>INVOICE</b>
TOTAL BASE AND OPTIONS				\$50305	\$48048.12
DISCOUNTS				NA	NA
TOTAL				\$50305	\$48048.12

**This order has not been submitted to the order bank.**

**This is not an invoice.**



**TO:** Mayor Tapp and City Council  
**FROM:** Kevin McGraw  
**RE:** Resolution No. 42-2026 (*submitted by Chief Kevin McGraw*)  
**DATE:** April 28, 2026

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### **Subject Matter/Background**

AS SUBMITTED BY KEVIN MCGRAW, FIRE CHIEF:

We are requesting authorization for the purchase of a 2026 Ford F-350 (VIN 1FT8W3BN5TED42773) for the Huron Fire Department at a selling price of \$63,615, which is lower than state minimum pricing. The Fire Department's current pickup truck will be traded in at the time of purchase, resulting in an additional deduction from the selling price of \$6,000. This brings the total price with trade-in to \$57,615. Huron Township supports half of all Capital purchases and would refund the City \$28,807.50.

### **Financial Review**

The request was budgeted for in the fire capital budget for 2026, the cost of the truck will be shared 50/50 with Huron township. The truck purchase price is below state minimum competitive pricing.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 42-2026 is in order.

[Resolution No. 42-2026 2026 Ford F-350 Fire Department \\$57,615 \(2\).docx](#)

[Resolution No. 42-2026 Exh A Valley Ford of Huron Quote \\$57,615 \(1\).pdf](#)

**RESOLUTION NO. 42-2026**

Introduced by: Monty Tapp

**A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE HURON FIRE DEPARTMENT, TO ENTER INTO AN AGREEMENT WITH VALLEY FORD OF HURON FOR THE PURCHASE OF A 2026 FORD F-350 PICKUP TRUCK IN AN AMOUNT NOT TO EXCEED FIFTY-SEVEN THOUSAND SIX HUNDRED FIFTEEN AND XX/100 DOLLARS (\$57,615.00)**

**WHEREAS**, the Huron Fire Department is in need of a new pickup truck for its fleet of vehicles;  
and

**WHEREAS**, Valley Ford of Huron has provided a proposal lower than State minimum pricing for the purchase of a 2025 Ford F-350 Pickup Truck of Sixty-Three Thousand Six Hundred Fifteen and xx/100 Dollars (\$63,615.00);

**WHEREAS**, Valley Ford of Huron has agreed to accept a trade-in of the Huron Fire Department's current pickup truck, which results in a \$6,000 trade allowance, bringing total price for the new pickup truck to Fifty-Seven Thousand Five Hundred Fifteen and xx/100 Dollars (\$57,615.00).

**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 authorizes and directs the City Manager, on behalf of the Huron Fire Department, to enter into an agreement with Valley Ford of Huron for the purchase of a new truck, specifically, a 2026 Ford F-350 (VIN 1FT8W3BN5TED42773) as further described in Exhibit "A" attached hereto, in an amount not to exceed Fifty-Seven Thousand Six Hundred Fifteen and xx/100 Dollars (\$57,615.00).

**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: \_\_\_\_\_



**Date/Time:** Apr 20, 2026 12:55 PM  
**Buyer:** Kevin McGraw  
**Phone:**  
**Phone:** H: (419) 433-3544  
**Address:** 413 Main St  
 Huron, OH 448391652


**Trade:**  
 2011 Ford F-250, Truck (8,212)  
**Salesperson:** Corey Barnicle

**2026 Ford F-350, Body Type:**

VIN:1FT8W3BN5TED42773

<b>Cash</b>	Balance Due
\$ Down	
<b>\$0</b>	<b>\$57,615</b>

<b>MSRP/Retail</b>	<b>\$67,525.00</b>
<b>Discount</b>	<b>\$3,391.00</b>
<b>Selling Price</b>	<b>\$64,134.00</b>
<b>Adjusted Sale Price</b>	<b>\$63,134.00</b>
<b>Proc/Doc Fees</b>	<b>\$481.00</b>
<b>Subtotal (Selling Price +</b>	<b>\$64,615.00</b>
<b>Rebates</b>	<b>\$1,000.00</b>
<b>Total Balance Due</b>	<b>\$57,615.00</b>

	Total Trade Allowance:	<b>\$6,000</b>
	Total Trade Adjustments:	<b>\$0</b>
	Net Trade Allowance:	<b>\$6,000</b>

X \_\_\_\_\_  
Customer Signature

X \_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*With approved credit.*



**TO:** Mayor Tapp and City Council  
**FROM:** Isaac Phillips  
**RE:** Ordinance No. 2026-9 (*submitted by Isaac Phillips*)  
**DATE:** April 28, 2026

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### **Subject Matter/Background**

Ordinance No. 2026-9 requests the Council's authorization for changes to the annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the detailed breakdown.

### **Financial Review**

See Exhibit "A" for financial review and details of supplemental appropriations.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement with the request, a motion adopting Ordinance No. 2026-9 is in order.

[Ordinance No. 2026-9 Supplemental Appropriations.docx](#)  
[Ord 2026-9 exhibit A.pdf](#)

**ORDINANCE NO. 2026-9**

Introduced by William Biddlecombe

**AN ORDINANCE AMENDING ORDINANCE NO. 2025-31, ADOPTED ON DECEMBER 23, 2025, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES.**

**WHEREAS**, pursuant to Ordinance No. 2025-31, adopted December 23, 2025, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2026, for the operations of all City departments and offices; and

**WHEREAS**, Council has established various funds for the financial operation of the City, and through the current fiscal year certain funds have been determined to have insufficient funds and certain Funds have been determined to have excess funds; and

**WHEREAS**, it is necessary to amend the budget to reflect supplemental appropriations and appropriations transfers to accommodate the operational needs of certain City departments and offices and to assure all funds of the City are in proper balance.

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

**SECTION 1.** That Exhibit "A" of Ordinance 2025-31, adopted on the 23<sup>rd</sup> day of December, 2025, is hereby amended to provide for supplemental appropriations and appropriation transfers between funds as to each fund set forth in Exhibit "A" attached hereto and made a part hereof.

**SECTION 2.** That the Director of Finance and the City Manager are hereby authorized to expend the funds herein appropriated for the purpose of paying the operating expenses of the City for the fiscal year ending December 31, 2026, and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized to properly balance the various funds of the City.

**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.** That in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately; **WHEREFORE**, this Ordinance shall take effect immediately upon its adoption.

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

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

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

CITY OF HURON  
BUDGET APPROPRIATION ADJUSTMENTS, AND CASH TRANSFERS  
SUMMARY SHEET

Exhibit A

DATE: 4/28/2026  
ORDINANCE: 2026-09

**Appropriation Measure**

An appropriation measure is necessary to appropriately budget for additional expenses and transfer budget between line items. In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control, and cash transfers.

**APPROPRIATION MEASURE**

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount	Reason for Appropriation Measure
General	110	(POLICE) CONTRACT SERVICES	OTHER EXPENSES	\$ 20,000	\$17K to replenish contract service budget used, but grant reimbursed. \$3K for court bond deposit.
Fire	214	CONTRACT SERVICES	OTHER EXPENSES	\$ 20,000	Promotional testing costs not included in 2026 initial appropriations.
Fire	214	CAPITAL OUTLAY	OTHER EXPENSES	\$ 20,000	Replenishing general equipment budget line item from Lucas machine purchased with BWC grant and donations funds.
Street Lighting	215	Street Lighting	OTHER EXPENSES	\$ 74,000	\$74K budget added to Fund 215 for the US Rte 6 Phase II project, the costs associated with this appropriation request is related to previously passed Res 32-2026 for the installation of light poles and arms along US Rte 6. After clarifying with bond counsel, fund 215 - special assessment street lighting revenue can be used for this project, which will save funds in the City's capital budget.
Capital Improvement	401	DEBT SERVICE	OTHER EXPENSES	\$ 101,305	2025 Manuscript Debt Service payment did not post until 2026, although two payments will occur in 2026, one payment was budgeted for in 2025. This debt will be paid in full as of 12/31/2026.
Capital Improvement	401	CAPITAL OUTLAY	OTHER EXPENSES	\$ 340,000	Cleveland Rd East Sidewalk project, although budgeted for in 2025, the majority of expenses did not post until 2026. This project was also grant funded, and even though the contractors were paid directly by ODOT, the City still needs to recognize the expenditures in its financials for proper tracking of grant monies.

**NET IMPACT ON TOTAL APPROPRIATIONS** \$ 575,305