



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, June 23, 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 June 4, 2026 special Council meeting.
 - III.b** Minutes of the June 9, 2026 regular Council meeting.
- IV. Presentation** Jennifer Buch, Director of the Huron Public Library, will provide Council with an update on the services available to the public at the library.
- V. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- VI. Old Business**
- VII. New Business**
 - VII.a** Resolution No. 51-2026 (*submitted by Doug Steinwart*)
A resolution authorizing a 2-year License/Lease Agreement with The Paddle Shack, LLC for use of city-leased property at Nickel Plate beach at \$450 per year for the license fee, and \$300 per year for equipment storage.
 - VII.b** Resolution No. 52-2026 (*submitted by Stuart Hamilton*)
A resolution authorizing an agreement OHM Advisors for professional project design services relating to the ERI-Lake Erie Parkway Connector Project (PID 125500) in the amount of \$102,730
 - VII.c** Resolution No. 53-2026 (*submitted by Stuart Hamilton*)
A resolution ordering the repair of public sidewalks abutting certain premises in the City of Huron in District 1.
 - VII.d** Resolution No. 54-2026 (*submitted by Doug Steinwart*)
A resolution authorizing a grant application to the Economic Development, Public Safety, Infrastructure, Community Convention & Visitors Bureau ("EPIC") in the amount of \$100,000 relating to the Huron Boat Basin Waterfront Lighting & Public Safety Improvement Initiative.
 - VII.e** Resolution No. 55-2026 (*submitted by Chief Kevin McGraw*)
A resolution adopting the Erie County Natural Hazards Mitigation Plan.
 - VII.f** Resolution No. 56-2026 (*submitted by Isaac Phillips*)
Resolution of necessity regarding lighting special assessment.

VII.g Ordinance No. 2026-14 (*submitted by Stuart Hamilton*)

An ordinance authorizing an Easement Agreement with the State of Ohio, Department of Natural Resources, granting a perpetual easement for construction and maintenance on a 1.12-acre portion of property owned by the State of Ohio, Department of Natural Resources (PPN: 42-61270.00).

VII.h Ordinance No. 2026-15 (*submitted by Stuart Hamilton*)

An ordinance accepting dedication of a public street as depicted on a Dedication Plat of Access Street to the former ConAgra site.

VII.i Ordinance No. 2026-17 (*presented by Stuart Hamilton*)

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

VIII. City Manager's Discussion

IX. Mayor's Discussion

X. For the Good of the Order

XI. Executive Session(s)

XII. Adjournment



TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Resolution No. 51-2026 (*submitted by Doug Steinwart*)
DATE: June 23, 2026

Subject Matter/Background

Resolution No. 51-2026 authorizes a 2-year agreement through Labor Day of 2027 with The Paddle Shack, LLC for a license agreement to allow a commercial rental operation and a lease agreement relative to on-site storage of rental items at Nickel Plate Beach.

The Paddle Shack, LLC would like to lease, from the City of Huron, the storage building at Nickel Plate Beach through Labor Day for the purpose of renting miscellaneous beach supplies. The Paddle Shack, LLC has been providing these services to our residents and visitors for the past three years, with great success.

License Agreement Terms

- for the purpose of operating a commercial rental operation on NPB for kayaks, paddle boards and other non-motorized water sport activities;
- two-year term, with two 1-year options through Labor Day of 2029;
- Rent - \$450.00 per year, payable in three monthly installments of \$150.00 each (June, July and August);
- non-compete clause with any City activity on the property;
- company prohibited from advertising, marketing or engaging in any other activity that identifies themselves as being a City agent, employee or subsidiary;
- \$1,000,000 bodily injury/\$100,000 property damage insurance policy required prior to commencement of agreement identifying City as an insured;
- full indemnification clause.

Lease Terms

- for the purpose of utilizing on-site storage for rental items; company retains an option to exercise the Lease if necessary - must exercise no later than October 1, 2020;
- Lease Payment - \$300 per year (one-time payment);
- may be amended at any time upon written authorization of the parties;
- may be terminated at any time by the City;
- may not be assigned/subleased to any other party;
- default language allows full contract price if Company defaults; voluntary termination early will result in prorated costs due and payable.

Financial Review

The lease payment will be deposited in the Parks Fund (207). Revenue is used to offset the cost of overhead and maintenance related to the building.

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. 51-2026 is in order.

[Resolution No. 51-2026 Paddle Shack Lease Agreement \\$450 per year.docx](#)

[Resolution No. 51-2026 Exh A Paddle Shack Lease-License Agreement \\$450 per Year.docx](#)

RESOLUTION NO. 51-2026

Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A 2-YEAR LICENSE/LEASE AGREEMENT FOR COMMERCIAL RENTAL OPERATIONS AND RELATED ON-SITE STORAGE WITH THE PADDLESHACK, LLC TO USE CITY-LEASED PROPERTY LOCATED AT NICKEL PLATE BEACH BETWEEN MEMORIAL DAY AND LABOR DAY FOR CALENDAR YEARS 2026 AND 2027 IN THE AMOUNT OF FOUR HUNDRED FIFTY AND XX/100 DOLLARS (\$450.00) PER YEAR FOR THE LICENSE FEE, AND THREE HUNDRED AND XX/100 DOLLARS (\$300.00) PER YEAR FOR THE LEASE OF STORAGE SPACE, FOR AN AGGREGATED AMOUNT OF SEVEN HUNDRED FIFTY AND XX/100 DOLLARS (\$750.00) PER YEAR FOR A PERIOD OF TWO (2) YEARS.

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

SECTION 1: That the City Manager is authorized and directed to enter into a License/Lease Agreement with The Paddle Shack, LLC for commercial rental operations and related on-site storage to be conducted on the City's leased property at Nickel Plate Beach relating to the rental of equipment for water recreation activities and related on-site storage usage in the amount of Four Hundred Fifty and XX/100 Dollars (\$450.00) per year for the license fee, and Three Hundred and XX/100 Dollars (\$300.00) per year for the lease of storage space, for an aggregated amount of Seven Hundred Fifty and XX/100 Dollars (\$750.00) per year for two (2) years. A copy of the License/Lease Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of 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/LEASE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of June 2026, by and between **CITY OF HURON, OHIO**, an Ohio Municipal Corporation, hereinafter referred to as “City” and **THE PADDLE SHACK, LLC**, an Ohio Limited Liability Company, hereinafter referred to as “Company”

WITNESSETH:

WHEREAS, the City operates a public beach located and known as Nickel Plate Beach (“Beach”), which is subject to a long-term lease from Norfolk and Southern Railroad; and

WHEREAS, the City desires to provide amenities and attractions for the benefit of visitors to its public beach; and

WHEREAS, Company has proposed an opportunity to the City which satisfies that goal; and

WHEREAS, it is the purpose and intent of this document to set forth the agreements which have been reached by the parties concerning the above referenced matters and other matters.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration of the mutual promises of the parties and other good and valuable consideration, the parties agree as follows:

1. PURPOSE. The Purpose of this Agreement is to establish a License Agreement between the City and the Company for the use of land consistent with Company’s rental service. Additionally, this Agreement shall establish a Lease Agreement for miscellaneous storage which is supplemental to, and in support of, Company’s rental service.

1.1. License Agreement: Company will own and operate a rental service consisting of the rental of kayaks, paddle boards and other related merchandise consistent with non-motorized water recreation activities. Company is expressly prohibited from any commercial activities which may be deemed in competition with City sponsored endeavors on the Beach. Additionally, Company is expressly forbidden to engage in marketing or advertisement of any form identifying Company as being a partner, subsidiary or agent of the City. It is anticipated by the Parties that the rental of equipment for water recreation activities will commence on Memorial Day Weekend and conclude on Labor Day of each calendar year subject to this Agreement. This Agreement shall convey from the City to Company a License to permit such operations on the Beach.

1.2. Lease Agreement: The City will provide storage space on the Beach for storage of kayaks, paddles boards and other related merchandise consistent with non-motorized water recreation activities to Company. Storage for this purpose is secondary to the needs of the City and the Company will make reasonable accommodations to assist Company in utilizing the storage. Said storage is anticipated by the City to be needed by Company during all months of the term of this Agreement. This Agreement shall convey from the City to Company a Lease for the storage of said property. Company understands and affirms that the storage facility is not monitored by the City and Company assumes the risk of loss when utilizing the storage facility. At any time during this Agreement, the City reserves the right to rescind any access privileges afforded to Company, and therefore rescind the right to use the storage space(s) by way of keycode, or key access to said storage facility.

2. TERM. The term of this Agreement shall commence upon the execution of all parties and shall terminate promptly after Labor Day weekend of 2027, subject to annual renewal periods as follows, unless written notice is provided by a party to the Agreement of an intent to terminate the Agreement pursuant to Section 4 or renegotiate the Agreement's terms within sixty (60) days prior to the expiration of the then-existing term: (i) Memorial Day Weekend thru Labor Day in the year 2028; and (ii) Memorial Day Weekend thru Labor Day in the year 2029.

3. COSTS. The following itemization of costs shall be applicable unless otherwise agreed upon by the Parties in accordance with this Agreement.

3.1. License for commercial operations. Upon execution of the Agreement, and for each annual term of the Agreement, Company agrees to pay to City \$450.00 annually, payable in three monthly installments of \$150.00 each, payable in each June, July and August for the license. Payments are due no later than the 7th day of the month.

3.2. Lease for storage facility. Upon execution of the Agreement, and for the initial term of the Agreement and any and all renewals as set forth in Section 2 hereof, Company agrees to pay to City \$300.00 annually, payable in a one-time payment for the initial lease term and payable in a one-time payment for each successive annual renewal thereof (if any) as outlined in Section 2. Company shall notify the City of its intent to exercise the lease option no later than October 1 of each year. Notwithstanding the termination provisions set forth in Section 4 below, the cost of the lease is non-refundable and shall not be prorated in the event of the early termination of the lease provisions.

4. TERMINATION. The City shall have the option to terminate this Agreement in the event the storage facilities being leased to Company become unavailable for any reason. The decision as to whether or not the storage facilities are unavailable shall be decided by the Huron City Administration, notice of which will be provided to Company in writing no less than thirty (30) days prior to termination.

4.1. Should City terminate this Agreement for reason other than an Event of Default (defined in Section 9 herein), all costs associated with this Agreement shall be prorated for those monies due up to the termination date.

4.2. Should Company terminate the License for commercial operations prior to the expiration of the term, all costs associated with this Agreement shall be prorated for those monies due up to the termination date.

5. AMENDMENT. This Agreement may only be amended by written instrument executed by all parties.

6. ASSIGNABILITY AND TRANSFER. The rights and authority conveyed through this Agreement shall not be assignable or transferrable by either party. This Agreement shall not be recognized as valid for any sublease, subcontract or conveyance to another party regardless of whether said sublease, subcontract or conveyance is in exchange for compensation.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION. Company agrees to indemnify, defend, and hold the City harmless from any and all claims, demands, or suits arising or claimed to arise from its use or the use by participants, customers, creditors related to Company use as authorized by this Agreement and shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000) bodily injury and death; One Hundred Thousand Dollars (\$100,000) property damage, which policies shall name City as an additional named insured. Company shall furnish City with evidence that the required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, prior to the opening event and a copy of such shall herein be attached and incorporated as Exhibit A. 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 Company.

8. CHOICE OF LAW. This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of

the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

9. EVENTS OF DEFAULT. The following events are referred to, collectively, as “Event(s) of Default”;

9.1. Failure to provide due and timely rent payments. In the event that Company fails to provide timely rent payments, the City shall provide written notice no later than ten (10) days after the first day of the month in which the rent is due. Such written notice shall permit the Company five (5) business days to rectify the delinquency of rent. Failure to do so shall result in an immediate default of the Agreement. The City will not be required to provide any further written notice beyond the first notice; or,

9.2. Company vacates or abandons the storage facilities or Company’s cessation of the operation of its rental service set forth in Section 1.1; or,

9.3. Company purports to assign this Agreement, or sublet all or a portion of the storage facilities, in violation of the terms set forth herein; or,

9.4. Company breaches any of the other agreements, terms, covenants, or conditions not in conflict with the terms included herein, and such breach continues for a period of ten (10) days after written notice from the City to Company or, if such breach cannot be cured reasonably with such ten (10) day period, if Company fails to diligently commence to cure such breach within ten (10) days after written notice from the City and to complete such cure within a reasonable time thereafter.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW, ORDERS, GUIDANCE, RULES AND REGULATIONS. Company shall ensure that it and all employees, agents, contractors, and any other persons subject to their direction and control shall **strictly** comply with all federal, state, and local laws, orders, instructions, requirements, guidance, and any other safeguards, including those related to any and all communicable diseases. Company agrees to be solely responsible for ensuring that the activities covered by this Agreement will be operated, run, managed, and conducted in a manner consistent with all applicable all federal, state, and local laws, orders, instructions, requirements, guidance, and any other safeguards, and will coordinate with the Erie County Department of Health to ensure the same. Company understands that its proposed activities under this Agreement and the use of the Beach and storage facilities will expose the it and its employees, agents, guests, contractors and other persons subject to its

control to a risk of injury and illness (ex: communicable diseases such as MRSA, influenza, etc.), including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist, and KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE CITY, and assumes full responsibility for any such risk which may occur during its proposed activities under this Agreement and the use of the Beach and storage facilities. Company further AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS the City, and its officials, agents, and/or employees ("RELEASEES"), WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, ACTIONS, ETC. OF ANY TYPE FOR ANY ALLEGED INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE CITY OR OTHERWISE, to the fullest extent permitted by law.

11. REMEDIES OF DEFAULT. If any one or more Events of Default set forth in this Agreement occurs then the City has the right, at its election:

11.1. To terminate this Agreement, in which case Company's right to use the storage facilities and operate its rental service at the Beach will cease and this Agreement will be terminated as if the expiration of the Term fixed in such notice were the end of the Term. If this Agreement is terminated pursuant to this Section, the City will be entitled to recover from Company: (i) the unpaid rent that has been earned at the time of termination; (ii) the unpaid rent for the balance of the Term of this Agreement.

11.2. To reenter and take possession of the Beach and license/lease-related areas, expel Company by means of "self-help" repossession, and remove the effects of Company, using such force for such purposes as may be necessary, without being liable for prosecution, and without prejudice to any remedies for arrears of all amounts payable under this Agreement.

11.3. Remedies Cumulative. The City's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by the City of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by the City of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law

or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

12. GENERAL TERMS AND CONDITIONS. This Agreement constitutes the entire Agreement between the parties and supersedes all prior or written agreements or understandings. Company shall comply with all Federal, State and Local laws and ordinances. Company shall submit a completed Regional Income Tax Registration Form at the time of execution of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to duplicates hereof on the day and year last aforesaid.

CITY OF HURON, OHIO

THE PADDLE SHACK, LLC

Stuart Hamilton, City Manager

Date: _____

By: _____

Its: _____

Date: _____

Notary Jurats Follow

ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named City of Huron, Ohio, by Stuart Hamilton, its City Manager, who acknowledged that he did sign the foregoing instrument in his capacity as City Manager and that the same is his free act and deed in such capacity. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

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

NOTARY PUBLIC

My Commission Expires:_____

ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the abovenamed The Paddle Shack, LLC, by _____, its _____ who acknowledged that they did sign the foregoing instrument in their capacity as _____ and that the same is their free act and deed in such capacity. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of June 2026.

NOTARY PUBLIC

My Commission Expires:_____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 52-2026 (*submitted by Stuart Hamilton*)
DATE: June 23, 2026

Subject Matter/Background

Legislation is to approve a design and bidding contract with OHM Advisors for \$102,730.

This project will connect the western end of Lake Erie Electric trail to the proposed new trail that will run from BGSU to Sandusky by creating a multiuse pathway connector. This will leave us one link short of being connected for multiuse throughout the City. Staff managed to secure \$533,000 from ODOT transportation Alternatives Program (TAP) for fiscal year 2027.

Termination Clause

- Either party may terminate the agreement at any time with 7 calendar days prior written notice.
- Client must pay OHM Advisors for all services rendered and costs incurred up to the date of termination within 45 days.

Liability

- OHM Advisors' total liability is limited to \$25,000 or the fee amount, whichever is greater.
- Client waives claims against individual employees.
- Waiver of consequential damages for both parties.

Indemnification

- Client agrees to indemnify and hold harmless OHM Advisors from claims, liabilities, losses, or costs related to hazardous or toxic substances, except for OHM Advisors' sole negligence or willful misconduct.

Payment Terms

- Invoices submitted monthly; payment due within 30 days.
- Late payments accrue a 1% per month service fee.
- Reimbursable expenses billed at 1.15 times invoice amount.

Termination for Convenience

- Either party may terminate for any reason with 7 days' written notice.

Early Termination Fee

- Client must pay for all services rendered and costs incurred up to the date of termination within 45 days.

Project Name

ERI-Lake Erie Parkway Connector

Project ID

ODOT PID No. 125500

Funding Source

Ohio Department of Transportation's Transportation Alternatives Program (TAP), up to \$533,000

Scope of Services

- Includes topographic survey, detailed design (Stages 1-3), right-of-way plans, final plan package, bidding services, and construction services (if authorized).
- Additional services require written authorization and separate proposal.

Assignment

- Neither party may transfer, sublet, or assign duties or rights without prior written consent of the other party.

Dispute Resolution

- All disputes must be submitted to nonbinding mediation before further legal proceedings.
- Mediation fees shared equally; mediation held at project location unless otherwise agreed.

Suspension of Services

- OHM Advisors may suspend services if payment is not received within 45 days of invoice, after giving 7 days' notice.

Standard of Care

- OHM Advisors will perform services consistent with professional skill and care ordinarily provided by similar professionals in the same locality and conditions.

Financial Review

This will be accounted for in the Capital Projects Fund.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Resolution No. 52-2026 on its first reading is in order.

[Resolution No. 52-2026 OHM Advisors Lake Erie Parkway Connector Design Contract \\$102,730 \(1\).docx](#)

[Resolution No. 52-2026 Exh A OHM Advisors Proposal Lake Erie Parkway Connector Project.pdf](#)

RESOLUTION NO. 52-2026

Introduced by Tom Harris

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR PROFESSIONAL ENGINEERING DESIGN AND SURVEYING SERVICES RELATING TO LAKE ERIE PARKWAY CONNECTOR PROJECT (ERI-LAKE ERIE PARKWAY CONNECTOR; PID 125500) IN THE AMOUNT OF ONE HUNDRED TWO THOUSAND SEVEN HUNDRED THIRTY AND XX/100 DOLLARS (\$102,730.00)

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with OHM Advisors for professional engineering design and surveying service services relating to the Lake Erie Parkway Connector Project (ERI-Lake Erie Parkway Connector; PID 125500) in the amount of One Hundred Two Thousand Seven Hundred Thirty and XX/100 Dollars (\$102,730.00) , a copy of which agreement is attached hereto as Exhibit A and incorporated herein by reference.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



June 8, 2026

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

RE: Proposal for Professional Services (Revised)
ERI-Lake Erie Parkway Connector
ODOT PID No. 125500

Dear Mr. Hamilton:

OHM Advisors (OHM) is pleased to submit this Proposal for Professional Services supporting the above-referenced project. Our proposal outlines the work efforts necessary to complete the design of the ERI-Lake Erie Parkway Connector project outlined in your Request for Qualifications (RFQ).

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

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

We thank you for this opportunity and are excited to continue to work with the City of Huron to provide professional services associated with the ERI-Lake Erie Parkway Connector project. Should you find our proposal acceptable, please sign the attached Proposal and provide a full copy to us for our files. Should you have any questions or comments, please contact me directly at 216.704.4025 or Russ.Critelli@ohm-advisors.com.

Sincerely,
OHM Advisors

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

Russ Critelli, PE, PMP
Principal

A handwritten signature in blue ink, appearing to read "Timothy J. Bock".

Timothy J. Bock, PE
Project Manager

Encl: Proposal



Statement of Understanding

We understand the City is proposing to construct a multi-use path connecting the Lake Shore Electric Trail to the future US 6 Connectivity Corridor Path at Rye Beach Road, a distance of approximately 0.35 miles. The project includes a concrete and asphalt path along Lake Erie Parkway and updated curb ramps and crosswalks for improved accessibility and connectivity. In addition, proposed lighting will be included with the project. The City is receiving funding through the Ohio Department of Transportation's (ODOT) Transportation Alternatives Program (TAP) up to \$533,000.

OHM will utilize and follow ODOT current standard documents and procedures in the performance of this scope of services. The following standard documents shall be incorporated by reference into the scope of services for the project:

- Location and Design Manual – Volume 1 – Roadway Design
- Location and Design Manual – Volume 2 – Drainage Design
- Location and Design Manual – Volume 3 – Highway Plans
- Ohio Manual of Uniform Traffic Control Devices (OMUTCD)
- ODOT Construction and Materials Specifications – 2023 Edition (including Supplemental Specifications, Supplements to the Specifications, and Proposal Notes)
- ODOT Standard Construction Drawings (including roadway, hydraulics, and traffic control)
- Traffic Engineering Manual (TEM)
- ODOT Right-of-Way Manual
- ODOT Multimodal Design Guide

The following assumptions were made to complete this scope and fee proposal:

- This proposal includes five plan submissions:
 - Preliminary Right-of-Way
 - Combined Stage 1 & 2 Detailed Design
 - Final Right-of-Way
 - Stage 3 Detailed Design
 - Final Plan Package

Should the City require additional services for Public Involvement, a separate proposal will be provided for this work.

Scope of Services

Our Scope of Services include the tasks required to complete the design as outlined in the LPA Scope of Services dated February 6, 2026, and assist the City with the bidding of the project. Specific tasks to complete this project are as follows:

Task 1 – Topographic Survey

Conduct a topographic survey of the project area using drones and/or field crews. This information will be used to design the proposed improvements and provide the necessary right-of-way and utility information. Specific work efforts include:



1. Limits of Survey:
 - South Side of Lake Erie Parkway from the western terminus of the Lake Shore Electric Trail to the southern property line of Goodwill Industries.
 - Southern and Western portions of the Goodwill Industries property up to Hy-Miler Blvd.
 - Hy-Miler Blvd. cul-de-sac area.
 - Southern and Western portions of the Shell Gas Station (NOVA8516LP) property to the tie-in at Rye Beach Road.
 - Proposed improvements associated with ODOT's Connectivity Corridor project (ERI-US 0006-Connectivity Corridor; PID No. 116570) will also be shown, as necessary.
2. Project Control Benchmarks:
 - GPS Site Control Points: Ohio County Coordinate System (OCCS)
 - Vertical Benchmarks: GEOID 18 and NAD 83 (2011)
3. Existing Centerline and Right of Way – Monumentation Recovery:
 - Research and analysis of existing tax maps, deeds, plats, and surveys
 - Field reconnaissance and recovery of existing centerline and right-of-way monuments
 - Retrace existing centerline and right-of-way lines
4. Field Survey and Base-Mapping
 - Existing Conditions Survey
 - Topographic & Planimetric Features
 - Curb, walk, drive, and pavement locations and material
 - Existing building and structure locations from available GIS data
 - Existing fencing
 - Vegetation: Trees (larger than 12" in wooded areas), stumps, shrubs, flower beds, wood lines, and landscaped areas
 - Located using ODOT field codes
5. SUE Level C – Existing Utilities (gas, electric, telephone, water, storm, or sanitary sewer, etc.)
 - Field observation: Lines marked by the Ohio Utilities Protection Service (OUPS) Utility Members, utility poles, overhead wires, valves, hydrants, pull boxes, cleanouts, drainage, and sewer structures with invert elevations
 - Record Plan Information
 - Obtained from provided construction or as-built drawings
 - Obtained from design OUPS ticket
 - Scaled and "best-fit" into the survey base map
 - Existing Sewer Network
 - Flowline elevations and connectivity of existing storm and sanitary structures and pipes
 - Existing Surface
 - Based on spot elevations and break lines (crown/edge of pavement, curb lines, top/toe of slopes, drainage swales, retaining walls, etc.)

Exclusions:

Physical excavation and/or verification of buried utilities are not included in this survey estimate.

Deliverable

▼ Base Plan



Task 2 – Stage 1 and 2 Detailed Design

Under this task, we will undertake the development of the Stage 1 and 2 components for the project. Specific work efforts include:

1. Stage 1 and 2 plans including title sheet, schematic plan, typical section(s), general notes (utility information only), plan and profile sheets, cross sections, drive details (if required), maintenance of traffic plans, and pavement marking and signing plan.
2. Utility coordination and documentation.
3. Identify construction limits.
4. Lighting plan.
5. Completion of Airway/Highway Clearance Analysis, if required.
6. Final Post Construction Storm Water Best Management Practices (BMP) design calculations.
7. Drainage calculations, if required.
8. Preparation of the preliminary Engineer's Opinion of Probable Cost.
9. Meeting with City officials to review Stage 1 and 2 items prior to submission to ODOT. Prepare meeting agenda and minutes with findings and action items and distribute to attendees.

Deliverables

- ▼ Stage 1 and 2 Plans
- ▼ Stage 1 and 2 Engineer's Opinion of Probable Cost
- ▼ Stage 1 and 2 Design Review Meeting Minutes

Task 3 – Preliminary Right-of-Way

Under this task, we will undertake the development of the Preliminary Right-of-Way Plans for the project. Specific work efforts include:

1. Preparation of Preliminary Right-of-Way plans including right-of-way legend, centerline plat, property map, summary of additional right-of-way, and right-of-way detail sheet.
2. Copies of property owner deeds and recorded easements.
3. Sample legal description.
4. The preliminary right-of-way submission assumes a total of two (2) permanent takes and two (2) temporary easements will be required to construct the project.



Deliverables

- ▼ Preliminary Right-of-Way Plans
- ▼ Property Owner Deeds and Easements
- ▼ Sample Legal Description

Task 4 – Final Right-of-Way

Under this task, we will undertake the development of the Final Right-of-Way Plans for the project. Specific work efforts include:

1. Address comments received from the Preliminary Right-of-Way submission.
2. Final Right-of-Way plans, signed and sealed, including plan sheets, centerline plat, signed legal descriptions, and closure calculations.

Deliverables

- ▼ Final Right-of-Way Plans
- ▼ Legal Descriptions
- ▼ Closure Calculations

Task 5 – Stage 3 Detailed Design (If Authorized)

Under this task, we will undertake development of the Stage 3 components of the project. Specific work efforts include:

1. Address comments received from the Stage 1 and 2 submission.
2. Stage 3 plans including the estimated quantities, general summary, general notes, final maintenance of traffic plan, and final pavement marking plan.
3. Determine participation (quantity) splits, if required.
4. Preparation of FAA Form for Airway/Highway Clearance, if required.
5. Update the Engineer's Opinion of Probable Cost.
6. Meeting with City officials to review Stage 3 items prior to submission to ODOT. Prepare meeting agenda and minutes with findings and action items and distribute to attendees.

Deliverables

- ▼ Stage 3 Plans
- ▼ Stage 3 Engineer's Opinion of Probable Cost
- ▼ Stage 3 Design Review Meeting Minutes
- ▼ Utility Coordination Documentation

Task 6 – Final Plan Package (If Authorized)

Under this task, we will complete the Plans, Specifications, and Estimate package (PS&E) as required by ODOT. Specific work efforts include:



1. Address comments from the Stage 3 submission.
2. Complete set of signed and sealed plans.
3. Contract book including legal advertisement, instructions to bidders, bid forms, contract forms and affidavits, prevailing wage (Davis-Bacon) forms, ODOT LPA forms, scope of work, schedule, and other City required forms, as well as the following:
 - LPA Federal Agreement
 - Specification Exclusionary Table
 - SBE Participation Requirements
 - ODOT LPA Template
 - FHWA 1273 Form
 - Utility Notes
4. Signed and sealed estimate using ODOT estimator software.
5. Right-of-Way certification letter.

Deliverables

- ▼ PS&E Package Including the Above Items

Task 7 – Bidding Services (If Authorized)

Under this task, OHM will assist the City with bidding of the project. Specific work efforts include:

1. Prepare and provide to the City an advertisement for bid.
2. Prepare schedule for proposed work, including construction start, substantial completion, and final completion dates.
3. Attend and plan one (1) meeting with the City to review contract documents prior to distribution for bid, if requested.
4. Attend the bid opening.
5. Prepare and evaluate a project bid tab. The bid tab shall include bidding contractors' total project bid and unit price breakdown.
6. Check references and/or qualifications for the three lowest bidding contractors.
7. Provide a recommendation of award.
8. OHM will assist in executing the Contract books including the following
 - i. Create and send out a Notice of Award letter to the awarded Contractor.
 - ii. Coordinate the execution of contract books for the City, Engineer, and contractor.
 - iii. Produce one (1) executed copy of contract documents for the City.
9. If the City does not award the contract, then OHM will communicate that information to the appropriate Contractor(s).



Deliverables

- ▼ Contract Documents
- ▼ Bid Tab
- ▼ Bid Evaluation Letter
- ▼ Executed Contract Documents

Task 8 – Construction Services (If Authorized)

1. Respond to City/ODOT/Contractor questions during construction as required.

Deliverables

- ▼ None

Additional As-Needed Services

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

Schedule

Project deliverables are based on milestones provided on ODOT's LPA Scope of Services form and subsequent ODOT LPA Quarterly Meeting. The dates have been adjusted to correspond with the anticipated authorization date.

Milestone	Date
Authorized Design Consultant	July 1, 2026
Stage 2 Plans Submitted	September 30, 2026
Preliminary R/W Plans Submitted	September 30, 2026
Final R/W Plans Submitted	November 30, 2026
Stage 3 Plans Submitted	May 1, 2027
PS&E Package to District	August 1, 2027
Sale	March 1, 2028
Begin Construction	June 1, 2028

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



Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services will be performed on an hourly basis.

Task	Cost
Task 1 – Topographic Survey	\$ 13,780
Task 2 – Stage 1 and 2 Detailed Design	\$ 33,500
Task 3 – Preliminary R/W	\$ 12,400
Task 4 – Final R/W	\$ 5,020
Subtotal Basic Services	\$ 64,700
Task 5 – Stage 3 Detailed Design (If Authorized)	\$ 18,250
Task 6 – Final Plan Package (If Authorized)	\$ 10,380
Task 7 – Bidding Services (If Authorized)	\$ 6,000
Task 8 – Construction Services (If Authorized)	\$ 3,400
Total All Phases	\$ 102,730

The fee proposal above will be invoiced time and expense not to exceed the above fee.

Clarifications and Assumptions

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

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

Client Responsibilities

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



Additional Services

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

- Subsurface Investigation and Coordination
- Environmental Studies including Public Involvement Activities
- Subsurface Utility Engineering and Coordination (in addition to Level C included in Task 1)
- Additional Meetings

Authorization and Acceptance

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

Approval and acceptance of this Proposal is effective upon the City of Huron's signature. OHM Advisors is authorized to commence services upon receipt of a signed copy of this document.

City of Huron

ERI-Lake Erie Parkway Connector; PID No. 125500

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

Attachments: Standard Rates Schedule
Standard Terms and Conditions

OHM ADVISORS 2026 HOURLY RATE SCHEDULE



Classification	Level				
	I	II	III	IV	V
Professional Engineer	\$167	\$179	\$194	\$214	\$224
Graduate Engineer	\$145	\$156	\$161	\$169	\$182
Architect/Interior Designer	\$115	\$150	\$175	\$210	\$230
Landscape Architect	\$132	\$142	\$156	\$172	\$188
Planner	\$120	\$141	\$167	\$182	\$193
Project Coordinator/Urban Designer	\$93	\$125	\$142	\$162	\$182
Design Technician	\$115	\$134	\$151	\$170	\$188
Technician	\$109	\$128	\$146	\$163	\$172
Project Specialist	\$138	\$175	\$205	\$229	\$250
Professional Surveyor	\$156	\$173	\$189	\$203	\$215
Surveyor	\$112	\$132	\$144	\$158	\$170

Classification	I	II	III
Administrative Support	\$89	\$110	\$135
Technical Aide	\$85	\$89	\$94
Subject Matter Expert	\$250	\$300	\$375

Classification	
Principal	\$247

TERMS & CONDITIONS

1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. **OPINIONS OF PROBABLE COST.** OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 53-2026 (*submitted by Stuart Hamilton*)
DATE: June 23, 2026

Subject Matter/Background

Resolution No. 53-2026 sets forth a residential property in District 1 (map of the District is attached to the legislation as Exhibit A) with sidewalks requiring replacement or grinding per inspections performed by the City in June of 2026. All sidewalks have been marked with white paint to make it easier for the property owners to determine which slabs require maintenance. This is a continuation of our tree and sidewalk assessment program.

The Sidewalk Maintenance Program includes the following steps:

Resolution of Necessity to inspect sidewalks

Initial inspections of District sidewalks - **completed March 2026**

Courtesy letter to residents identifying repairs needed (**March 2026**)

Reinspection of District 1 sidewalks - **completed June 15, 2026;**

Resolution No. 53 -2026 ordering certified notice to homeowners - **if approved, will be completed June 23, 2026;**

Certified letters mailed to homeowners with notice to complete repairs within 30 days - **by June 26, 2026.**

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

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

Repairs to be completed by City's contractor in fall of 2026 or early spring 2027.

Financial Review

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

Total Cost: \$25,625

Account: 202-6205-55933

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 53-2026 is in order.

[Resolution No. 53-2026 Ordering Repair of Sidewalks District 1.docx](#)
[Streets by District 1.pdf](#)

RESOLUTION NO. 53-2026

Introduced by: Sam Artino

A RESOLUTION ORDERING THE REPAIR OF THE PUBLIC SIDEWALKS ABUTTING CERTAIN PREMISES IN THE CITY OF HURON

WHEREAS, an inspection of certain sidewalks in District 1 in the City of Huron (diagram depicting District 1 is attached hereto as Exhibit A) has shown that the following sidewalks abutting certain premises are in need of repair and are an obstruction to pedestrian traffic:

Parcel #	Parcel Address
42-01968.050	503 Berkshire
42-01968.055	506 Berkshire
42-01968.053	509 Berkshire
42-01968.073	306 Canterbury
42-01968.075	310 Canterbury
42-01968.076	312 Canterbury
42-01968.079	318 Canterbury
42-01496.016	327 Chatham
42-01937.001	2026 Cleveland Rd W
42-00553.000	304 Concord
42-01195.023	839 Farmington
42-00799.000	727 Gloucester
42-00195.000	407 Northampton
42-00876.000	714 Salem
42-00256.000	731 Salem
42-01109.000	814 Salem
42-00519.000	818 Salem
42-01289.000	819 Salem
42-00573.000	825 Salem
42-00529.000	909 Salem
42-00496.000	911 Salem
42-00200.000	914 Salem
42-00904.000	404 Southampton
42-00197.000	712 Stowbridge
42-01019.000	825 Stowbridge
42-01458.000	827 Stowbridge
42-00644.000	829 Stowbridge
42-00311.000	910 Stowbridge
42-01679.000	915 Stowbridge

42-01087.000	920 Strowbridge
42-00244.000	925 Strowbridge
42-00864.000	926 Strowbridge
42-00387.000	928 Strowbridge
42-01968.010	518 Westport
42-01968.034	519 Westport
42-01968.009	520 Westport
42-01968.002	601 Winthrop
42-01968.003	603 Winthrop
42-01968.004	605 Winthrop
42-01195.006	308 Wexford
42-01496.012	319 Wexford
42-01496.009	320 Wexford
42-01968.047	416 Wexford
42-01968.096	507 Wexford
42-01968.038	1301 Worthington

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

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

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

Parcel #	Parcel Address	Action Required	Quantity	Estimated Cost
42-01968.050	503 Berkshire	Replace	40sf	\$1,000
42-01968.055	506 Berkshire	Replace	20sf	\$500
42-01968.053	509 Berkshire	Replace	20sf	\$500
42-01968.073	306 Canterbury	Grind	1 slab	\$125
42-01968.075	310 Canterbury	Replace	60sf	\$1,500
42-01968.076	312 Canterbury	Replace	20sf	\$500
42-01968.079	318 Canterbury	Replace	40sf	\$1,000
42-01496.016	327 Chatham	Replace	20sf	\$500
42-01937.001	2026 Cleveland Rd W	Grind	1 slab	\$125
		Replace	40sf	\$1,000
42-00553.000	304 Concord	Replace	20sf	\$500
42-01195.023	839 Farmington	Replace	20sf	\$500

42-00799.000	727 Gloucester	Grind	1 slab	\$125
42-00195.000	407 Northampton	Grind	2 slabs	\$250
42-00876.000	714 Salem	Replace	20sf	\$500
42-00256.000	731 Salem	Replace	20sf	\$500
42-01109.000	814 Salem	Grind	1 slab	\$125
		Replace	20sf	\$500
42-00519.000	818 Salem	Grind	1 slab	\$125
		Replace	20sf	\$500
42-01289.000	819 Salem	Replace	20sf	\$500
42-00573.000	825 Salem	Replace	20sf	\$500
42-00529.000	909 Salem	Replace	20sf	\$500
42-00496.000	911 Salem	Grind	1 slab	\$125
42-00200.000	914 Salem	Replace	20sf	\$500
42-00904.000	404 Southampton	Grind	1 slab	\$125
42-00197.000	712 Strowbridge	Grind	1 slab	\$125
42-01019.000	825 Strowbridge	Grind	1 slab	\$125
		Replace	20sf	\$500
42-01458.000	827 Strowbridge	Replace	20sf	\$500
42-00644.000	829 Strowbridge	Replace	40sf	\$1,000
42-00311.000	910 Strowbridge	Replace	60sf	\$1,500
42-01679.000	915 Strowbridge	Replace	20sf	\$500
42-01087.000	920 Strowbridge	Replace	20sf	\$500
42-00244.000	925 Strowbridge	Replace	40sf	\$1,000
42-00864.000	926 Strowbridge	Replace	20sf	\$500
42-00387.000	928 Strowbridge	Replace	40sf	\$1,000
42-01968.010	518 Westport	Replace	20sf	\$500
42-01968.034	519 Westport	Replace	40sf	\$1,000
42-01968.009	520 Westport	Grind	1 slab	\$125
42-01968.002	601 Winthrop	Replace	20sf	\$500
42-01968.003	603 Winthrop	Replace	20sf	\$500
42-01968.004	605 Winthrop	Replace	20sf	\$500
42-01195.006	308 Wexford	Replace	20sf	\$500
42-01496.012	319 Wexford	Replace	20sf	\$500
42-01496.009	320 Wexford	Replace	20sf	\$500
42-01968.047	416 Wexford	Grind	1 slab	\$125
42-01968.096	507 Wexford	Replace	20sf	\$500
42-01968.038	1301 Worthington	Replace	20sf	\$500
TOTAL:				\$25,625

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

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

SECTION 5. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22.

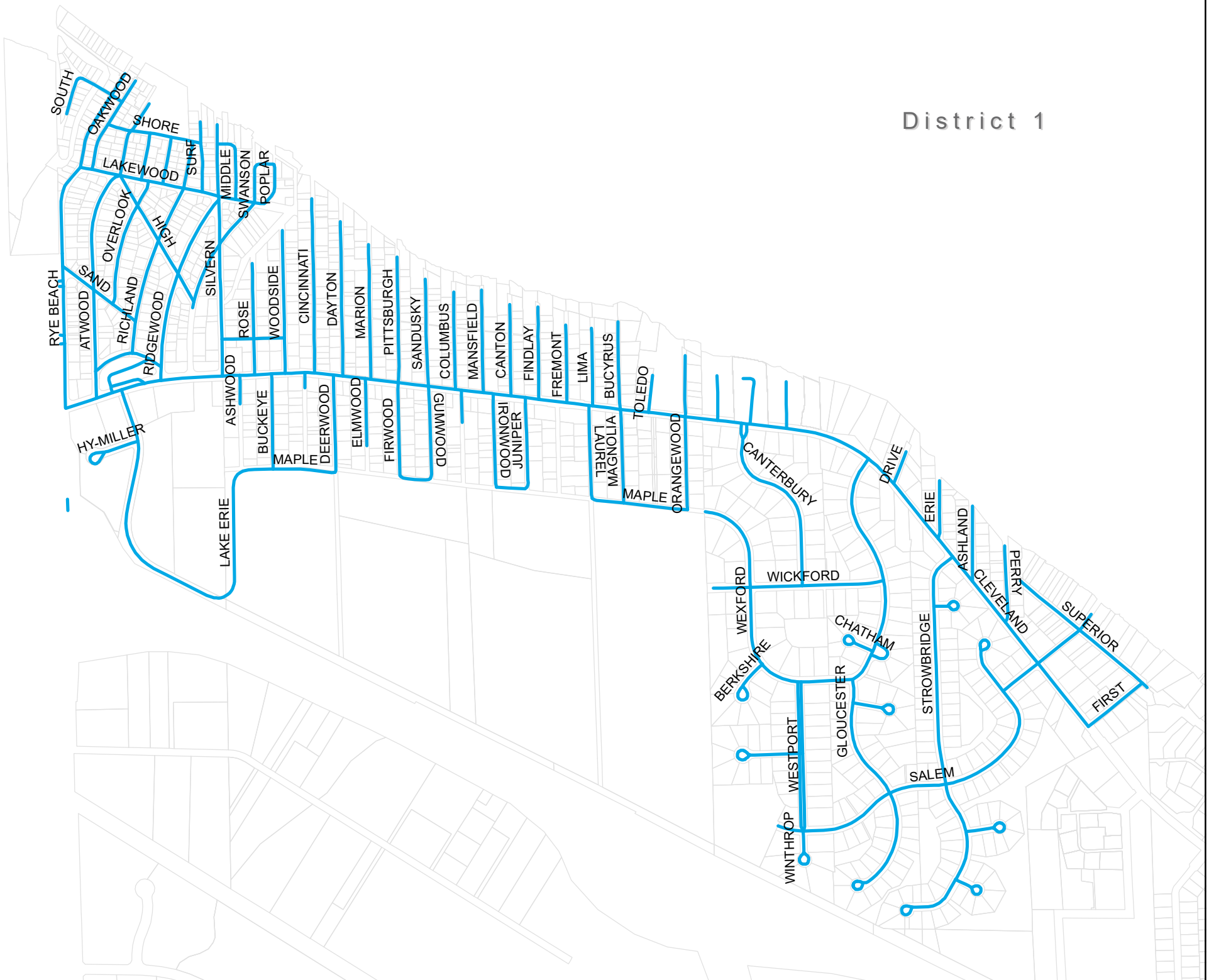
SECTION 6. This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

District 1





TO: Mayor Tapp and City Council
FROM: Doug Steinwart
RE: Resolution No. 54-2026 (*submitted by Doug Steinwart*)
DATE: June 23, 2026

Subject Matter/Background

The Economic Development, Public Safety, Infrastructure, Community Convention & Visitors Bureau (“EPIC”) was established to strategically invest in economic development, infrastructure, public safety, and community-focused initiatives that enhance tourism and improve quality of life within Erie County. EPIC administers funds derived from the third and fourth percent of the county lodging tax in accordance with applicable Ohio law. These funds are intended to support projects that strengthen Erie County as a destination, promote sustainable economic growth, and ensure that the benefits of tourism extend to residents, businesses, and local governments alike. Through thoughtful stewardship of public resources, EPIC is committed to advancing collaborative, efficient, and high-impact projects that enhance visitor experiences while delivering long-term value to the community.

Eligible applicants must be political subdivisions within Erie County, non-profit organizations organized under Ohio law, including 501(c)(3) and 501(c)(6), conventions and visitors bureaus, public-private partnerships whose project has a clear and primary focus on economic development, public safety, or infrastructure.

EPIC seeks to fund projects that demonstrate a clear and measurable connection to tourism-related economic activity and community benefit. The City intends to use any funds awarded to fund new lighting at the Huron Municipal Boat Basin in an amount not to exceed \$100,000. This project will replace aging and deteriorating lighting infrastructure with modern, energy-efficient lighting systems designed to improve operational safety, strengthen waterfront accessibility and support continued growth in visitation and local spending.

Resolution No. 54-2026 authorizes both the application and grant acceptance processes, should the application be successful. The total cost of the project is \$199,021.57. The City would be responsible for matching funds in the amount of \$99,021.57 if the full grant request is awarded.

Financial Review

There is currently no financial impact; however, if awarded in full, there will be a 50% match (\$99,021.57) and the project would be added to 2027 budget to be paid out of the Capital Improvement Fund.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 54-2026 is in order.

[Resolution No. 54-2026 EPIC Grant Application Boat Basin Lighting \\$100,000 \(1\).docx](#)
[Resolution No. 54-2026 Exh A Grant Application.pdf](#)

RESOLUTION NO. 54-2026

Introduced by Mark Claus

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE ECONOMIC DEVELOPMENT, PUBLIC SAFETY, INFRASTRUCTURE, COMMUNITY CONVENTION & VISITORS BUREAU ("EPIC") RELATING TO THE HURON BOAT BASIN WATERFRONT LIGHTING & PUBLIC SAFETY IMPROVEMENT INITIATIVE IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND AND XX/100 DOLLARS (\$100,000.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD(S) IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND AND XX/100 DOLLARS (\$100,000.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron desires to make a grant request to the Economic Development, Public Safety, Infrastructure, Community Convention & Visitors Bureau ("EPIC") relating to the Huron Boat Basin Waterfront Lighting & Public Safety Improvement Initiative (the "Project"); and

WHEREAS, the City meets basic eligibility requirements for funding; and

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

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

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

SECTION 1. That the Council of the City of Huron hereby authorizes submission of a grant application to the Economic Development, Public Safety, Infrastructure, Community Convention & Visitors Bureau ("EPIC") to become eligible for potential funding assistance relating to the Huron Boat Basin Waterfront Lighting & Public Safety Improvement Initiative in an amount not to exceed One Hundred Thousand and xx/100 Dollars (\$100,000.00).

SECTION 2. If grant funds are awarded, the City Manager is further authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with EPIC in an amount not to exceed One Hundred Thousand and xx/100 Dollars (\$100,000.00), and which agreement shall be in substantially in the form attached hereto as Exhibit "A."

SECTION 3. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 4. That this Resolution shall go into effect and be in full force and effect immediately upon its passage.

Monty Tapp, Mayor

ATTEST: _____
Council Clerk

ADOPTED: _____

I. Applicant Information

Organization Name: City of Huron, Ohio

Primary Contact Name & Title: Stuart Hamilton, City Manager

Type of Entity: Incorporated City

Phone: 419-433-4848

Address: 417 Main Street

Email: Stuart.Hamilton@huronohio.us

City/State/Zip: Huron, Ohio 44839

II. Project Description & Need

A. Statement of Need

Describe the issue or opportunity the project addresses. Include:

- Current conditions
- Impact on residents and visitors
- Urgency of the need

B. Project Description

Provide a detailed explanation of the project, including:

- Scope of work (relation to eligible costs)
- Location of project
- Key components and activities
- Timeline and milestones

III. Project Budget

A. Description of Budget

Provide a description of how the CVB money will be used.

Total Project Cost: \$199,021.57

Amount Requested from CVB: \$100,000

Matching Funds (if applicable):

- Source: City of Huron Funds
- Amount: \$ 99,021.57

Applicant Information

Organization Name:City of Huron, Ohio

Type of Entity:Municipal Corporation

Address: 417 Main Street

City, State, Zip:Huron, Ohio 44939

Primary Contact:Stuart Hamilton, City Manager

Phone:419-433-4848

Email:stuart.hamilton@huronohio.us

Huron Boat Basin Waterfront Lighting & Public Safety Improvement Initiative

The City of Huron is seeking \$100,000 through the Erie County Economic Development, Public Safety, Infrastructure and Community Conventions and Visitors Bureau (EPIC) Grant Program to support the completion of the Huron Boat Basin Waterfront Lighting & Public Safety Improvement Initiative. The City is committed to \$100,000 local investment toward the project, creating a total project value of \$200,000. This partnership will allow the City to modernize critical waterfront infrastructure, improve public safety, enhance visitor experiences and strengthen one of Erie County's premier waterfront destinations.

The City's commitment to providing 50% of the total project cost demonstrates strong local support and ensures responsible stewardship of public resources while maximizing the impact of EPIC funding.

Huron Boat Basin serves as one of Erie County's premier public waterfront destinations, attracting transient boaters, event attendees, residents and visitors from throughout Ohio and the Midwest while supporting local businesses, recreation and community gatherings. The facility welcomes transient boaters, local residents, event attendees and visitors from throughout the Midwest and supports waterfront recreation, tourism activity and community events throughout the year.

This project will replace aging and deteriorating lighting infrastructure with modern, energy-efficient lighting systems designed to improve operational safety, strengthen waterfront accessibility and support continued growth in visitation and local spending.

The proposed project strongly aligns with EPIC's Infrastructure, Public Safety, Economic Development and Community Impact priorities.

- This project represents a long-term infrastructure investment that will improve sustainability, reduce long-term operational costs and lower municipal energy consumption and environmental impact through the installation of durable, energy-efficient lighting technology. Upgraded lighting infrastructure will reduce ongoing maintenance demands while enhancing the visual appeal, functionality and long-term reliability of one of Erie County's most visible public waterfront destinations.
- Improved lighting will significantly increase visibility throughout pedestrian walkways, docks, parking areas and waterfront gathering spaces. Enhanced illumination will improve emergency response visibility, support safer nighttime navigation for transient and recreational boaters, and increase user comfort during evening events and peak visitation periods. In addition, replacing existing 360-degree light diffusers with directional lighting fixtures will reduce unnecessary light pollution while improving downward-focused illumination where it is most needed.
- This project will support increased utilization of the waterfront during evening hours, strengthening activity at nearby restaurants, retail establishments, lodging providers and downtown businesses. Enhanced lighting will help extend public use of the facility, support amphitheater programming and reinforce the Boat Basin's role as a key contributor to Huron's waterfront economy.
- This investment will deliver lasting community benefits by modernizing aging infrastructure while enhancing the visual character of the waterfront. New fixtures will complement the decorative lighting

standards found throughout downtown Huron, creating a more cohesive and welcoming environment for residents and visitors. Beyond improving safety and functionality, the project will reinforce the Boat Basin's role as a signature public asset and year-round economic driver for Erie County.

A. Statement of Need

The existing lighting infrastructure throughout the Boat Basin has exceeded its anticipated service life and is experiencing ongoing deterioration and mechanical issues. Existing light poles, fixtures and electrical components provide inconsistent illumination, require increasing maintenance and no longer meet the operational, safety and aesthetic expectations of a modern public waterfront destination. Limited lighting coverage and aging infrastructure reduce visibility along docks, pedestrian walkways, parking areas and public gathering spaces, particularly during evening hours and large public events.

These conditions impact both residents and visitors by diminishing nighttime safety, accessibility and overall visitor experience. The Boat Basin regularly hosts concerts, festivals, boating groups, transient boaters and community gatherings that extend into evening hours during the peak tourism season. Inadequate or aging lighting can create challenges for pedestrian movement, waterfront navigation, emergency response visibility and overall public comfort in heavily utilized public areas. The current lighting system also limits the City's ability to maximize safe evening utilization of the waterfront during peak tourism periods.

As a designated safe harbor on Lake Erie, the facility must also remain functional and accessible for boaters arriving during nighttime conditions or adverse weather events.

The need for this project is increasingly urgent as the existing lighting system continues to age and maintenance demands continue to rise. As a key gateway to Huron's downtown waterfront district, the Boat Basin plays an important role in supporting visitor spending at nearby restaurants, retail establishments and lodging providers. Maintaining safe, reliable and attractive infrastructure is essential to sustaining that economic activity.

The Huron Boat Basin welcomes thousands of annual visitors through transient boating activity, waterfront events, amphitheater programming and public recreation. Modern lighting infrastructure will support safer navigation, improve public access and encourage greater utilization of the waterfront during evening hours, ensuring the facility can continue serving as a premier regional destination while supporting increased public utilization and long-term tourism growth.

The City has already demonstrated its commitment to addressing these deficiencies by allocating \$100,000 in local funding toward the project; however, EPIC assistance is necessary to fully implement the comprehensive system replacement needed to meet current safety, operational and visitor-service expectations.

B. Detailed Project Explanation

The City of Huron is requesting \$100,000 in EPIC funding to leverage an equal \$100,000 local investment already committed toward the project. Together, these resources will fund the comprehensive replacement of aging lighting infrastructure throughout the Huron Boat Basin.

The scope of work will include the removal and replacement of 37 outdated lighting fixtures and related infrastructure components with modern, durable and energy-efficient lighting systems throughout key public areas of the Boat Basin. Improvements may also include associated electrical upgrades, mounting hardware, wiring and fixture control components as necessary to support long-term system reliability and performance.

The project will be located at the Huron Boat Basin Marina and Amphitheater along the Huron River waterfront in Huron, Erie County, Ohio. This public facility includes the marina basin, docks, pedestrian walkways, amphitheater grounds, parking and access areas and waterfront gathering spaces utilized by residents, transient boaters, event attendees and visitors throughout the year.

Key project components will include removing deteriorated fixtures and related components and installing new energy-efficient lighting infrastructure. These improvements will support safer pedestrian movement, improved nighttime visibility, enhanced boater navigation, increased emergency response visibility and a more welcoming experience during evening events and peak tourism periods.

The project is anticipated to follow a phased implementation schedule designed to minimize disruption to marina operations, public access and scheduled waterfront events. Following grant award, the City will finalize project design, confirm fixture specifications, complete procurement activities and coordinate contractor scheduling. Installation activities will prioritize the highest-use public areas first, including pedestrian walkways, dock access points, parking and circulation areas and event-related public spaces. Final project milestones will include system testing, safety verification, final inspection and grant closeout documentation.

Anticipated milestones include:

- Finalize project scope, lighting locations and cost estimates
- Complete procurement and contractor/vendor selection
- Remove aging lighting components and prepare installation areas
- Install new energy-efficient lighting infrastructure
- Test system performance and verify improved lighting coverage
- Complete final inspection, documentation and grant closeout

By combining a \$100,000 local investment with requested EPIC funding, the City of Huron will complete a transformative infrastructure improvement that enhances public safety, improves operational efficiency, strengthens tourism-related economic activity and protects the long-term viability of one of Erie County's most heavily utilized public waterfront destinations. The project represents a collaborative investment in community infrastructure that will provide benefits for residents, visitors and local businesses for decades to come.



TO: Mayor Tapp and City Council
FROM: Kevin McGraw
RE: Resolution No. 55-2026 (*submitted by Chief Kevin McGraw*)
DATE: June 23, 2026

Subject Matter/Background

Erie County EMA began the process of updating the Erie County Hazard Mitigation Plan last year. This plan is required to be in place and updated every five years in order to receive any federal funding in the event of a natural disaster. Erie County EMA received a letter from FEMA that the Erie County Hazard Mitigation Plan has been approved pending adoption by local jurisdictions (see Exhibit 1 attached hereto). They are now requesting Council's approval of this plan via resolution. The 2026 Erie County Hazard Mitigation Plan can be access via the following link:

(<https://filecabinet9.eschoolview.com/7D15399A-6574-48FD-BC37-418EB7E2C24E/4f35c1f6-3ba1-45b9-82d8-a5c37b60a3ce.pdf>)

Once the plan is officially approved by Huron City Council, other local jurisdictions and FEMA, it will be posted on the EMA website for use by any local jurisdiction and for public record.

Financial Review

There is no financial impact relating to this legislation.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 55-2026 is in order.

[Resolution No. 55-2026 Exh 1 Erie County_FEMA Letter 26.pdf](#)

[Resolution No. 55-2026 Approving Erie County Hazard Mitigation Plan \(2\).docx](#)



FEMA

June 10, 2026

Mr. Steven A. Ferryman, CFM
State Hazard Mitigation Officer
Ohio Emergency Management Agency
2855 W. Dublin-Granville Road
Columbus, Ohio 43235

Dear Mr. Ferryman:

The Hazard Mitigation Assistance Community Resilience Branch of FEMA Region 5 has determined the local mitigation plan meets all applicable FEMA mitigation planning requirements except its adoption by the participating jurisdictions of the Erie County 2026 Hazard Mitigation Plan.

Mitigation plans may include additional content to meet Element H: Additional State Requirements or content the local government included beyond applicable FEMA mitigation planning requirements. Determination that the plan is Approvable Pending Adoption (APA) does not include the review or approval of content that exceeds the applicable FEMA mitigation planning requirements.

An approved local mitigation plan, including adoption by the local government, is one of the conditions for applying for and/or receiving FEMA mitigation grants from the following programs:

- Hazard Mitigation Grant Program (HMGP)
- HMGP Post-Fire
- Building Resilient Infrastructure and Communities
- Flood Mitigation Assistance
- Safeguarding Tomorrow Revolving Loan Fund

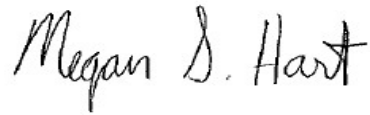
Participating jurisdictions that adopt the plan more than one year after APA status has been issued must either:

- Validate that their information in the plan remains current with respect to both the risk assessment (no recent hazard events, no changes in development) and their mitigation strategy (no changes necessary); or

- Make necessary updates before submitting the adoption resolution to FEMA.

We look forward to receiving the adoption resolution(s) and discussing options for implementing this mitigation plan. If there are any questions from either you or the communities, please contact Sam Shore at (202) 718-5397 or samuel.shore@fema.dhs.gov.

Sincerely,

A handwritten signature in black ink that reads "Megan S. Hart". The signature is written in a cursive, flowing style.

Megan S. Hart
Branch Chief
Hazard Mitigation Assistance Community Resilience

Enclosures: Plan Participant Status List and Local Plan Review Tool

Enclosure: Plan Participant Status List

Below is the list of the approvable pending adoption jurisdictions in the referenced hazard mitigation plan. Please submit an adoption resolution for each jurisdiction to be included as an approved participant of the plan.

Community Name		Jurisdiction Status
1)	Bay View village	APA
2)	Bellevue city	APA
3)	Berlin Heights village	APA
4)	Castalia village	APA
5)	Erie County	APA
6)	Huron city	APA
7)	Kelleys Island village	APA
8)	Milan village	APA
9)	Sandusky city	APA
10)	Vermilion city	APA

RESOLUTION NO. 55-2026

Introduced by Monty Tapp

A RESOLUTION ADOPTING THE ERIE COUNTY NATURAL HAZARDS MITIGATION PLAN.

WHEREAS, the citizens and property within the City of Huron have historically been subjected to the effects of natural hazards and manmade hazard events that pose threats to lives and cause damages to property; and

WHEREAS, the City of Huron desires to seek ways to mitigate the risks from known natural hazards, reducing the impact on people and property; and

WHEREAS, the Erie County Natural Hazards Mitigation Plan has been updated after over a year of work by government organizations and participating jurisdictions; and

WHEREAS, Erie County and all jurisdictions within have been charged by the Federal Emergency Management Agency with the responsibility of developing a hazard mitigation plan aimed at reducing the community's vulnerability to natural hazards; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop a Natural Hazards Mitigation Plan in order to receive future Hazard Mitigation Grant Program Funds; and

WHEREAS, it is the intent of the City of Huron to fulfill this obligation and show support for the importance of mitigation in Erie County;

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

SECTION 1: That the City of Huron hereby adopts the Erie County Natural Hazards Mitigation Plan as the City of Huron's Hazard Mitigation Plan and resolves to take official action as may be reasonably necessary to carry out the strategies outlined within the Plan, a copy of which on file in the office of the Clerk of Council.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of 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:



City of Huron
Mr. Stu Hamilton
417 N Main Street
Huron, OH 44839

May 31, 2026

Re: Percent Lighting - 2026

Dear Mr. Hamilton,

GPS Engineering completed a lighting review for the City of Huron and established that lighting is 43.2% of the total city electric consumption.

Attached are spreadsheets showing the monthly consumption of each account and a facility light inventory and energy consumed by lighting in each location. Secure areas such as Judges Chambers, Clerk's Office and non-public access areas of the police station are not part of the total.

Following is the GPS Engineering summary of the 2026 percent lighting for the City of Huron's electric consumption:

Total kWh	2,035,473-kWh; \$244,856
Lighting kWh	879,467-kWh; \$105,795 (Less secure areas)
Percent energy lighting	43.2%

Going forward other costs include the following:

Miscellaneous Ohio Edison	\$ 15,000
Annual maintenance	\$ 20,000
New installations	\$380,000

(New installs at City's discretion – Cleveland Road River Bridge, Sawmill Parkway, Rye Beach Road, Main Street, corporate Park, etc.,)

Sincerely,

GPS Engineering, LTD

Michael D. Spacek

Michael D. Spacek, PE, CEM, LEED AP

RESOLUTION NO. 56-2026

Introduced by Monty Tapp

A RESOLUTION DECLARING IT NECESSARY TO IMPROVE CERTAIN PUBLIC PLACES IN THE CITY BY LIGHTING, AND DECLARING AN EMERGENCY.

WHEREAS, Council passed Ordinance No. 2005-39 on July 25, 2005, establishing and adopting policies and procedures applicable to the levy of special assessments for the cost of lighting public places as provided in that ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Huron, Erie County, Ohio, three-fourths of all members elected or appointed thereto concurring, that:

Section 1: It is declared necessary to improve in the City public places by providing lighting in accordance with Ordinance No. 2005-39 (the "improvement").

Section 2: The plans, specifications, profiles (as applicable) and estimate of cost of the improvement, prepared by or at the direction of the City Manager and now on file in the office of the Clerk of Council, are approved. The improvement shall be made in accordance with, and the grade of the improvement and of any street shall be the grade as shown on, the plans, specifications and profiles for the improvement.

Section 3: This Council finds and determines that (i) the improvement is conducive to the public health, convenience and welfare of this City and the inhabitants thereof and (ii) the lots and lands to be assessed as described in Section 4 hereof are specially benefited by the improvement. This Council further finds and determines that the public places to be improved are so situated in relation to each other that, in order to complete the improvement thereof in the most practical and economical manner, they should be improved at the same time, with the same kind of materials and in the same manner and, therefore, they shall be treated as a single improvement and included in the same legislation.

Section 4: The City shall assume and pay as its portion of the cost of the improvement, 10% of the whole cost of the improvement, which exceeds 2% of that whole cost and the cost of intersections, and the balance of the cost of the improvement shall be assessed upon all lots and lands in the City, except for those lots and lands in the City that are owned and/or operated by non-profit entities, which are hereby found and determined to be specifically benefited by the improvement, annually at the rate of **0.45%** of the tax value of the property assessed.

Section 5: The cost of the improvement shall include the cost of preliminary and other surveys, plans, specifications, profiles and estimates and of printing, serving and publishing notices, resolutions and ordinances, the amount of any damages resulting from the improvement and the interest thereon, the costs incurred in connection with the preparation, levy and collection of the special assessments, the cost of purchasing, appropriating, and otherwise acquiring any real estate or interests therein required for the improvement, expenses of legal services including obtaining legal opinions, cost of labor and material, and, if applicable, interest on securities issued in anticipation of the levy and collection of the special assessments or, if securities in anticipation of the levy of the special assessments are not issued,

interest at the rate of 3% per year on money advanced by this City for the cost of that improvement in anticipation of the levy of the special assessments, together with all other necessary expenditures.

Section 6: The City Manager is authorized and directed to prepare and file in the office of the Clerk of Council the estimated special assessments of the cost of the improvement described in this resolution. Those estimated special assessments shall be based upon the estimate of cost of the improvement now on file in the office of the Clerk of Council and shall be prepared pursuant to the provisions of this resolution. When the estimated special assessments have been so filed, the Clerk of Council shall cause notice of the adoption of this resolution and the filing of the estimated special assessments to be served in the manner provided by law on the owners of all lots and lands to be assessed.

Section 7: The special assessments to be levied to pay a portion of the costs of the improvement in the years 2027, 2028 and 2029 shall be collected and paid each year over a period of three years, being 2027, 2028 and 2029.

Section 8: The City does not presently intend to issue securities in anticipation of the levy and the collection of the special assessments in annual installments and in an amount equal to the total of the unpaid special assessments. The remainder of the entire cost of the improvement, after application of the special assessments, shall be paid from other funds available to the City for that purpose.

Section 9: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 10: This resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this resolution is required to be immediately effective to provide for the provision of the improvement, which is needed to reduce or eliminate hazards to pedestrian and vehicular traffic and to provide safe conditions for use of the public places by the residents of the City and various departments of the City; wherefore, this resolution shall be in full force and effect immediately upon its adoption.

Adopted: _____

Mayor

Attest: _____

Clerk of Council



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2026-14 (*submitted by Stuart Hamilton*)
DATE: June 23, 2026

Subject Matter/Background

This easement runs with the Plat also on the agenda. "Access Street" that allows access to the proposed Huron Harbor development will be a public ROW running across ODNR land. The new road and this easement will allow for ingress and egress, and also the installation of the utilities that the site would require. We would like to thank our partners at ODNR for their assistance in making this a reality.

Financial Review

There is no financial impact from this legislation.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2026-14 as an emergency measure is in order.

[Ordinance No. 2026-14 ConAgra Easement Agreement with ODNR \(2\).docx](#)
[Ordinance No. 2026-14 Exh 1 Easement Agreement.pdf](#)

ORDINANCE NO. 2026-14

Introduced by: Joe Dike

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EASEMENT AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES, GRANTING A PERPETUAL EASEMENT FOR CONSTRUCTION AND MAINTENANCE ON A 1.12 ACRE PORTION OF REAL PROPERTY OWNED BY THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES (KNOWN AS ERIE COUNTY, OHIO PERMANENT PARCEL NUMBER 42-61270.000); AND DECLARING AN EMERGENCY

WHEREAS, the State is the owner in fee simple of a certain parcel of real property located in the State of Ohio, County of Erie, and City of Huron, and known as Erie County Permanent Parcel No. 42-61270.000 as further described in Exhibit A attached to the Easement Agreement and incorporated herein by reference (the "State Parcel");

WHEREAS, Huron is the owner in fee simple of a certain parcel of real property adjacent and contiguous to the State Parcel, and located in the State of Ohio, County of Erie, and City of Huron, and known as Erie County Permanent Parcel No. 42-61270.001, as further described in Exhibit B attached to the Easement Agreement and incorporated herein by reference (the "Huron Parcel," and with the Huron Parcel and the State Parcel each being a "Parcel" and together, the "Parcels");

WHEREAS, Huron desires to share a 1.12 acre access area with the State, which access area is located on the State Parcel (the "Easement Area") (as shown on Exhibit C) attached to the Easement Agreement and incorporated herein by reference and as further outlined herein), for installing, supplying and maintaining, repairing, and replacing public and private utilities to the Huron Parcel, and for pedestrian and vehicular ingress and egress to/from the Huron Parcel, which are necessary to permit Huron and future occupants of the Huron Parcel to receive public and private utilities on the Huron Parcel and to access Cleveland Road, a public right of way;

WHEREAS, the State is amenable to granting a perpetual, non-exclusive easement for such joint access over the Easement Area subject to the terms stated herein, and the State also reserves the right to use the Easement Area for ingress and egress purposes;

WHEREAS, the parties seek to establish a joint access easement on the Easement Area pursuant to the terms and conditions set forth in the Easement Agreement attached hereto.

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

SECTION 1. That this Council hereby approves the Easement Agreement substantially pursuant to the terms and conditions contained in same, a copy of which is on file in the office of the Clerk of Council and attached to this Ordinance as Exhibit "1."

SECTION 2. That, if any section, phrase, sentence or portion of this Ordinance is, for any reason, held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council

and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law, including ORC Sec. 121.22.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and general welfare of the citizens of Huron and for the further reason that it is necessary to enhance the economic development of the City by allowing work to commence without delay; **wherefore**, this Ordinance shall be in full force and effect from and immediately after its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

EASEMENT AGREEMENT

GRANTING EASEMENT FOR CONSTRUCTION AND MAINTENANCE

CITY OF HURON

Facility: HURON RIVER ACCESS – Project #: WLA25-037 – JOINT ACCESS EASEMENT

This EASEMENT AGREEMENT (this “Agreement”), entered into by and between the State of Ohio, Department of Natural Resources (which with its successors and assigns is referred to as the “State”) and the City of Huron, an Ohio chartered municipality (which with its successors and assigns is referred to as “Huron”, and with the State and Huron each being an “Owner” and together, the “Owners”), is to EVIDENCE THAT:

WHEREAS, the State is the owner in fee simple of a certain parcel of real property located in the State of Ohio, County of Erie, and City of Huron, and known as Erie County Permanent Parcel No. 42-61270.000 as further described in Exhibit A attached hereto and incorporated herein by reference (the “State Parcel”);

WHEREAS, Huron is the owner in fee simple of a certain parcel of real property adjacent and contiguous to the State Parcel, and located in the State of Ohio, County of Erie, and City of Huron, and known as Erie County Permanent Parcel No. 42-61270.001, as further described in Exhibit B attached hereto and incorporated herein by reference (the “Huron Parcel,” and with the Huron Parcel and the State Parcel each being a “Parcel” and together, the “Parcels”);

WHEREAS, Huron desires to share a 1.12 acre access area with the State, which access area is located on the State Parcel (the “Easement Area”) (as shown on Exhibit C) attached hereto and incorporated herein by reference and as further outlined herein), for installing, supplying and maintaining, repairing, and replacing public and private utilities to the Huron Parcel, and for pedestrian and vehicular ingress and egress to/from the Huron Parcel, which are necessary to permit Huron and future occupants of the Huron Parcel to receive public and private utilities on the Huron Parcel and to access Cleveland Road, a public right of way;

WHEREAS the State is amenable to granting a perpetual, non-exclusive easement for such joint access over the Easement Area subject to the terms stated herein, and the State also reserves the right to use the Easement Area for ingress and egress purposes;

WHEREAS the Owners seek to establish a joint access easement on the Easement Area pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for the covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:

1. Joint Access Easement – Easement Area.

a. The State, as the owner of the State Parcel, hereby grants a perpetual, non-exclusive joint access easement on the Easement Area for the benefit and use of Huron and their respective agents, successors, assigns, tenants, guests, invitees, and other occupants (the “Permittees”), for pedestrian and vehicular ingress and egress purposes, for the excavation, construction, and development of the Huron Parcel, and for the installation, supply and maintenance, repair and replacement of public and private utilities over, across, under, through and upon the Easement Area (the “Access Easement”). This Access Easement shall include a temporary construction easement adjoining the Easement Area for the purpose of enabling the installation of public and private utilities contemplated by this Access Easement, and to later, without restriction or limitation, alter, maintain, repair, remove, inspect, operate, replace or relocate said public and private utilities within the Easement Area, and to conduct all activities incident thereto, together with the right of reasonable ingress and egress over the immediately adjacent lands of the State, for the purpose of use of said Access Easement. The temporary construction easement shall extend along the Easement Area and be eighty (80) feet in width, which width will extend perpendicular to, and forty (40) feet on either side of, the centerline of the roadway through the Easement Area. Save and excepting emergency situations that require Huron to immediately access the Easement Area, Huron shall provide the State with no less than fourteen (14) days prior notice of its intent to use the temporary construction easement (Huron shall modify any dates for access that conflict with previously scheduled events on the State Parcel) and after such use will substantially restore the temporary construction easement to its condition prior to such use. ***For avoidance of doubt, it is the intention of the parties that the Easement Area will be used only for installing, supplying and maintaining, repairing, and replacing public and private utilities, for the excavation, construction, and development of the Huron Parcel, and for pedestrian and vehicular ingress and egress to/from the Huron Parcel, with the State reserving the contemporaneous right to ingress and egress over the entire Easement Area to and from the State Parcel.*** The Access Easement shall be for purposes of vehicular and pedestrian ingress and egress to and from the Huron Parcel to the public right of way twenty-four hours per day, seven days per week, for the excavation, construction and development of the Huron Parcel, and for the installation, supply, and maintenance, repair and replacement of public and private utilities to the Huron Parcel. The Owners of the Parcels shall be prohibited from installing any curbing, fencing or other surface barriers or surface obstructions (other than standard utility pedestals, if any) on their respective Parcels or within the Access Easement that will in any way interfere, impair, or impede the use of the Access Easement. Save and excepting during periods of construction, for which Huron shall use its best efforts to minimize disruption and inconvenience to the State Parcel, and the Owners shall not permit the parking of vehicles or the placement of other obstructions within the Access Easement so as to impede traffic flow over and across the Easement Area and shall each monitor same.

b. Except as otherwise provided herein, the Owners of the Parcels shall not extend or materially modify the Access Easement except upon the written approval of both Owners. Except as otherwise provided herein, no such extension or material modification may be made that impairs or impedes the Access Easement over the Easement Area. Any approved extension or material modification shall become part of the existing Access Easement and be subject to the terms hereof.

2. Maintenance of the Easement Area.

Notwithstanding any contrary provision of this Agreement, at all times during the term of this Agreement, Huron shall be responsible for the ordinary and routine maintenance, repair, and replacement of the Easement Area at all times at its own cost and expense, consistent with the character and quality of the improvements constructed thereon including construction-related damage occasioned by Huron and/or its Permittees, save and excepting any damage to the Access Easement as a result of acts or omissions by the State and/or its Permittees beyond ordinary and routine wear and tear, or intentional damage by the State and/or its Permittees, the cost of which shall be borne by the State in accordance with applicable law.

If maintenance, repairs or replacement to the Easement Area by Huron is necessary, all necessary entries on the Easement Area shall not be deemed a trespass so long as the repairs and replacement work shall be done in a reasonable and workmanlike manner, and, save and excepting emergency situations that require Huron to immediately access the Easement Area, Huron shall provide the State with no less than fourteen (14) days prior notice of its intent to enter the State Parcel at reasonable times to make any necessary repairs to and replacements of the Easement Area (Huron shall modify any dates for access that conflict with previously scheduled events on the State Parcel) . Huron is licensed by the State to enter upon the State Parcel to make repairs or perform maintenance on the Easement Area that may be required of Huron consistent with this Agreement. Should Huron be required to perform maintenance, repairs and/or replacements to the Easement Area, Huron shall give notice to the State no less than forty-eight (48) hours in advance of the Huron's access for maintenance, repairs and/or replacements to the Easement Area, and shall only enter the State Parcel for such maintenance, repairs and/or replacement at reasonable times, except in an emergency.

3. Insurance and Indemnity.

a. At all times during the term of this Agreement, Huron shall maintain, or cause to be maintained in full force and effect, a commercial general liability insurance policy or self-insurance, which includes both general liability and property damage coverage for its respective parcel and consequential damages arising therefrom.

b. All insurance policies required to be carried by Huron, covering its respective parcel, shall, to the extent permitted by law, expressly waive any right of subrogation or similar right on the part of the insurer against the State. Huron agrees that their policies or self-insurance will include such waiver clause or endorsement. Notwithstanding the above, Huron hereby agrees and acknowledges that the waiver herein contained shall expressly extend to and include any uninsured loss paid by the insured in the form of a deductible or self-funded retention cost.

c. The State is self-insured for loss payments. Pursuant to Ohio Revised Code 2743.02(D), all applicable insurance or other means of recovery shall apply to any claim arising from Huron's activities relating to this Agreement on a primary basis. The insurance or self-insurance maintained by the State shall not contribute to claims made due to Huron's negligence, errors, or omissions. No demands shall be made against the State of Ohio, except where there is

negligence on the part of the State, and any such demands shall be reduced by all collateral recovery sources available to or received by the claimant.

d. Each party to this Agreement being a governmental entity in the state of Ohio, it is specifically understood and agreed that neither party indemnifies the other. Nothing in this Agreement shall be construed to be a waiver of the sovereign or statutory immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall State be liable for indirect, consequential, incidental, special, liquidated, or punitive damages or lost profits that may arise under this Agreement.

4. **Extent of Liability.** The easements, covenants and restrictions in this Agreement shall continue in perpetuity to be benefits and servitudes upon the Parcels and shall run with the lands of each of the Owners and title thereto. Nothing contained in this paragraph shall limit or affect any right that any Owner might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth.

5. **Heirs, Executors, Successors and Assigns.** This Agreement shall be binding upon Owners, all future owners of the Parcels, and all of their respective heirs, executors, administrators, successors, and assigns, as the case may be. The terms and conditions set forth in this Agreement, shall benefit and burden the Parcels in perpetuity, **running with the land** and the estates thereof. Each transferee of a Parcel, or any part thereof, shall be deemed to have assumed the obligations accruing after such transfer imposed on such transferor and such transferor shall upon the completion of such transfer be relieved of all future liability that accrues with respect to the Parcel so conveyed.

6. **Governing Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that ODNR is a party to any litigation arising out of, or relating in any way to, this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

7. **Amendment.** This Agreement constitutes the entire agreement between the Owners and no oral or implied representation or understanding shall vary its terms. This Agreement may be modified only in writing executed and delivered by all the parties, or the successors or assigns of the Owners.

8. **Public Dedication.** While the roadway containing the Easement Area is intended to be dedicated to public use, it is the Owners' intention that this Agreement be for the benefit of each Owner, and their Permittees that includes members of the general public, and that nothing herein, express or implied, shall confer upon any other person any rights or remedies under or by reason of this Agreement except as otherwise provided herein.

9. **Injunctive Relief.** In addition to the other rights and remedies hereunder or at law or in equity, and without limitation of any of the foregoing, the Owners acknowledge and agree that the Owners shall each be entitled to seek equitable relief to enjoin and/or compel the other from any

breach or threatened breach of any covenant, agreement, term, provision, or condition hereof, for which no bond or other security shall be required except as required by applicable law .

10. Appropriation. Obligations of ODNR under this Agreement are subject to the provisions of Section 126.07 of the Ohio Revised Code.

11. Severability. If any provision of this Agreement or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law. The provisions of this Agreement are severable, and if any provision should, for any reason, be held invalid or unenforceable in any respect, it will not invalidate, render unenforceable, or otherwise affect any other provision, and such invalid or unenforceable provision will be construed by limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.

[signature pages follow]

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed as of the dates set forth below.

IN WITNESS WHEREOF, the Grantor has hereunto set its signature this _____ day of _____, 2026.

CITY OF HURON

BY: _____
Stuart Hamilton, City Manager

STATE OF OHIO, COUNTY OF SCIOTO, ss.:

On this _____ day of _____, 2026 personally appeared before me a Notary public in and for said County, Stuart Hamilton, City Manager, on behalf of City of Huron, who has read the foregoing Easement Agreement and having been duly authorized and empowered to execute same, did affix her signature hereto as her free act and deed and the free act and deed of Grantor.

Witness my hand and official seal this ____ day of _____, 2026.

Notary Public

My Commission Expires:

Approved as to form:

Todd A. Schrader, Esq, Law Director, City of Huron

Date: _____

(Signatures continue on the following page)

IN WITNESS WHEREOF, the Grantee has hereunto set its signature this _____ day of _____, 2026.

STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES:

BY: _____
Kendra S. Wecker, Chief
Division of Wildlife
Designee for Mary Mertz, Director
Ohio Department of Natural Resources

STATE OF OHIO,
COUNTY OF FRANKLIN ss.:

On this _____ day of _____, 2026 personally appeared before me a Notary public in and for said County, Kendra S. Wecker, Chief, Division of Wildlife, designee for Mary Mertz, Director of the State of Ohio Department of Natural Resources, who has read the foregoing Easement Agreement and having been duly authorized and empowered to execute same, did affix his signature hereto as his free act and deed and the free act and deed of Grantee. Witness my hand and official seal this _____ day of _____, 2026.

Notary Public

My Commission Expires:

APPROVED AND PREPARED BY:
DAVE YOST
OHIO ATTORNEY GENERAL

By: _____

Title: _____

Printed Name: _____

Date: _____

Exhibit A



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

MONDAY, AUGUST 17, 2020
LEGAL DESCRIPTION OF
0.2577 ACRE PARCEL
(ODNR)

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

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

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

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

COURSE 2 THENCE NORTH $55^{\circ}17'48''$ WEST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 212.41 FEET TO A $\frac{5}{8}$ INCH IRON PIN FOUND (I.D. CAP "PDG") AT AN ANGLE POINT THEREIN;

COURSE 3 THENCE NORTH $21^{\circ}16'18''$ WEST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 10.41 FEET TO AN IRON PIN SET:

COURSE 4 THENCE NORTH $55^{\circ}18'18''$ WEST, 22.03 FEET TO AN IRON PIN SET AT THE POINT OF CURVATURE;

COURSE 5 THENCE 185.05 FEET, ALONG AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF $24^{\circ}39'24''$ AND A 183.62 FEET CHORD THAT BEARS NORTH $67^{\circ}38'00''$ WEST TO A PIN SET AT THE POINT OF TANGENCY;

COURSE 6 THENCE SOUTH $25^{\circ}36'40''$ WEST, 5.72 FEET TO AN IRON PIN SET:

COURSE 7 THENCE SOUTH $86^{\circ}28'53''$ WEST, 241.81 FEET TO AN IRON PIN SET:

COURSE 8 THENCE NORTH $80^{\circ}29'48''$ WEST, 69.39 FEET TO AN IRON PIN SET AT AN POINT OF CURVATURE;

COURSE 9 THENCE 143.45 FEET, BEING AN ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING AN RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF $35^{\circ}44'10''$ AND AN 141.14 FEET CHORD THAT BEARS NORTH $62^{\circ}37'43''$ WEST TO A POINT OF TANGENCY;

COURSE 10 THENCE NORTH $44^{\circ}45'38''$ WEST, 50.59 FEET TO AN IRON PIN SET;

COURSE 11 THENCE SOUTH $85^{\circ}22'44''$ WEST, 57.66 FEET TO THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER;

COURSE 12 THENCE SOUTH $4^{\circ}39'08''$ EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 183.26 FEET TO A POINT;

COURSE 13 THENCE SOUTH $18^{\circ}22'50''$ EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 68.00 FEET TO A POINT;

COURSE 14 THENCE SOUTH $8^{\circ}27'55''$ EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER 259.00 FEET TO AN IRON PIN SET IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST;

COURSE 15 THENCE SOUTH $82^{\circ}33'48''$ EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, 51.99 FEET TO AN IRON PIN SET AT AN ANGLE POINT THEREIN;

COURSE 16 THENCE SOUTH $82^{\circ}33'48''$ EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, 448.01 FEET TO AN IRON PIN SET;

COURSE 17 THENCE NORTH $25^{\circ}54'48''$ WEST, ALONG THE RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, 3.58 FEET TO A $\frac{1}{2}$ INCH IRON PIN FOUND (I.D. HARTUNG);

COURSE 18 THENCE SOUTH $82^{\circ}33'48''$ EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, 253.12 FEET TO THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 8.2577 ACRES OF LAND AS CALCULATED AS DESCRIBED BASED ON A FIELD SURVEY PERFORMED IN AUGUST, 2020 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1986 ADJUSTMENT. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REDBAR WITH IDENTIFICATION CAPS STAMPED "POLARIS S-7388".



Richard A. Thompson Jr.

RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 – 08/17/20
S:\2017 PROJECTS\17228- LIBERTY DEVELOPMENT - 10 ACRE PARCEL - HURON (CWS)\2-PROJECT SURVEYING INFO\4-LEGAL
DESCRIPTIONS\LEGAL DESCRIPTION ODNR PARCEL.DOC

Exhibit B



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

MONDAY, AUGUST 17, 2020
LEGAL DESCRIPTION OF
11.2926 ACRE PARCEL
(CITY OF HURON)

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

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

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

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

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

THENCE NORTH $21^{\circ}16'18''$ WEST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 10.41 FEET TO AN IRON PIN SET AT THE PRINCIPAL PLACE OF BEGINNING:

COURSE 1 THENCE NORTH $55^{\circ}18'18''$ WEST, 22.03 FEET TO AN IRON PIN SET AT THE POINT OF CURVATURE;

COURSE 2 THENCE 185.05 FEET, ALONG AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF $24^{\circ}39'24''$ AND A 183.62 FEET CHORD THAT BEARS NORTH $67^{\circ}38'00''$ WEST TO A PIN SET AT THE POINT OF TANGENCY;

COURSE 3 THENCE SOUTH $25^{\circ}36'40''$ WEST, 5.72 FEET TO AN IRON PIN SET:

COURSE 4 THENCE SOUTH $86^{\circ}28'53''$ WEST, 241.81 FEET TO AN IRON PIN SET:

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

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

COURSE 7 THENCE NORTH 44°45'38" WEST, 50.59 FEET TO AN IRON PIN SET;

COURSE 8 THENCE SOUTH 85°22'44" WEST, 57.66 FEET TO THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER;

COURSE 9 THENCE NORTH 4°39'08" WEST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 30.74 FEET TO A POINT;

COURSE 10 THENCE NORTH 11°19'32" EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 93.00 FEET TO A POINT;

COURSE 11 THENCE NORTH 0°34'49" EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 216.00 FEET TO A POINT;

COURSE 12 THENCE NORTH 4°14'40" EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 239.00 FEET TO A POINT;

COURSE 13 THENCE 25°28'22" WEST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 31.00 FEET TO THE SOUTHERLY EDGE OF AN EXISTING SHEET PILE;

COURSE 14 THENCE NORTH 72°20'12" EAST, ALONG THE SOUTHERLY EDGE OF AN EXISTING SHEET PILE, 487.00 FEET TO A POINT;

COURSE 15 THENCE SOUTH 21°16'18" EAST, ALONG THE WESTERLY EDGE OF AN EXISTING SHEET PILE, 671.50 FEET TO A POINT;

COURSE 16 THENCE SOUTH 21°16'18" EAST, ALONG THE WESTERLY EDGE OF AN EXISTING SHEET PILE, 160.57 FEET TO A TO ½ INCH IRON PIN FOUND (I.D. HARTUNG);

COURSE 17 THENCE NORTH 68°43'42" EAST, ALONG THE NORTHERLY EDGE OF AN EXISTING SHEET PILE, 66.00 FEET TO A TO ½ INCH IRON PIN FOUND (I.D. HARTUNG);

COURSE 18 THENCE SOUTH 21°16'18" EAST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 45.00 FEET TO A TO ½ INCH IRON PIN FOUND (I.D. HARTUNG);

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

COURSE 20 THENCE SOUTH 21°16'18" EAST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY 79.59 FEET TO THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 11.2926 ACRES OF LAND AS CALCULATED AS DESCRIBED BASED ON A FIELD SURVEY PERFORMED IN AUGUST, 2020 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983

- NORTH ZONE - 1986 ADJUSTMENT. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG
REBAR WITH IDENTIFICATION CAPS STAMPED "POLARIS S-7388".



Richard A. Thompson Jr.

RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 – 06/17/20
S:\2017 PROJECTS\17226- LIBERTY DEVELOPMENT - 10 ACRE PARCEL - HURON (CWS)\2-PROJECT SURVEYING INFO\4-LEGAL
DESCRIPTIONS\LEGAL DESCRIPTION HURON PARCEL.DOC

Exhibit C



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

THURSDAY, DECEMBER 12, 2024
LEGAL DESCRIPTION OF
1.5987 ACRES DEDICATED
ACCESS STREET

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

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

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

COURSE 1 THENCE NORTH 82°33'48" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CLEVELAND ROAD EAST, 66.52 FEET TO AN IRON PIN SET;

COURSE 2 THENCE NORTH 14°34'24" EAST, 85.39 FEET TO AN IRON PIN SET;

COURSE 3 THENCE NORTH 28°04'08" EAST, 51.42 FEET TO AN IRON PIN SET;

COURSE 4 THENCE NORTH 14°34'23" EAST, 23.15 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE;

COURSE 5 THENCE 207.33 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 170.00 FEET, A DELTA OF 69°52'42", AND A CHORD OF 194.72 FEET BEARING NORTH 20°21'57" WEST TO AN IRON PIN SET AT A POINT OF TANGENCY;

COURSE 6 THENCE NORTH 55°18'18" WEST, 86.46 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE;

COURSE 7 THENCE 162.68 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 370.00 FEET, A DELTA OF 25°11'30", AND A CHORD OF 161.37 FEET BEARING NORTH 67°54'03" WEST TO AN IRON PIN SET AT A POINT OF TANGENCY;

COURSE 8 THENCE NORTH 80°29'43" WEST, 302.55 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE;

- COURSE 9 THENCE 143.45 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET, A DELTA OF 35°44'10", AND A CHORD OF 141.14 FEET BEARING NORTH 62°37'43" WEST TO AN IRON PIN SET AT A POINT OF TANGENCY;
- COURSE 10 THENCE NORTH 44°45'38" WEST, 50.59 FEET TO AN IRON PIN SET;
- COURSE 11 THENCE NORTH 85°22'44" EAST, 78.48 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE;
- COURSE 12 THENCE 106.02 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 170.00 FEET, A DELTA OF 35°44'02", AND A CHORD OF 104.31 FEET BEARING SOUTH 62°37'47" EAST TO AN IRON PIN SET AT A POINT OF TANGENCY;
- COURSE 13 THENCE SOUTH 80°29'43" EAST, 302.55 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE;
- COURSE 14 THENCE 189.04 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET, A DELTA OF 25°11'19", AND A CHORD OF 187.52 FEET BEARING SOUTH 67°53'58" EAST TO AN IRON PIN SET AT A POINT OF TANGENCY;
- COURSE 15 THENCE SOUTH 55°18'18" EAST, 22.03 FEET TO AN IRON PIN SET IN A SOUTHWESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY;
- COURSE 16 THENCE SOUTH 21°16'18" EAST ALONG SAID SOUTHWESTERLY LINE OF NORFOLK & SOUTHERN RAILWAY COMPANY, 10.41 FEET TO A 5/8 INCH IRON PIN (ID: PDG) FOUND AT AN ANGLEPOINT THEREOF;
- COURSE 17 THENCE SOUTH 55°17'48" EAST ALONG SAID SOUTHWESTERLY LINE OF NORFOLK & SOUTHERN RAILWAY COMPANY, 212.41 FEET TO A 1/2 INCH IRON PIN (ID: HARTUNG) FOUND AT AN ANGLEPOINT THEREOF;

COURSE 18 THENCE SOUTH 14°36'12" WEST ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 306.85 FEET TO THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 1.5987 ACRES OF LAND AS CALCULATED AND DESCRIBED BASED ON A FIELD SURVEY PERFORMED IN DECEMBER, 2024 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1986 ADJUSTMENT. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAPS STAMPED "POLARIS S-7388".

THE INTENT OF THIS LEGAL DESCRIPTION IS TO DESCRIBE 1.5987 ACRES TO BE DEDICATED AS "ACCESS STREET" (WIDTH VARIES), BEING 0.4795 ACRES OUT OF LAND CONVEYED TO THE CITY OF HURON (P.F.N. 42-G1270.001) AND 1.1192 ACRES OUT OF LAND CONVEYED TO STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES (P.F.N. 42-G1270.000).



Richard A. Thompson Jr.

RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 – 12/12/2024

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

LAND SWAP SCHEMATIC

Part of Lot 31, Section 1, Huron Twp. City of Huron - Erie County - Ohio

POIARS ENGINEERING & SURVEYING, INC.
14617 CHARD ROAD - SW E D
WILSON, OHIO 44094
(416) 546-4833 FAX (416) 546-5722 (416) 546-5723
www.poiars.com

Part of Lot 31, Section 1, Huron Twp. City of Huron - Erie County - Ohio

Legend:

- Yellow: Part of Lot 31, Section 1, Huron Twp. City of Huron - Erie County - Ohio
- Orange: Part of Lot 31, Section 1, Huron Twp. City of Huron - Erie County - Ohio
- Pink: Part of Lot 31, Section 1, Huron Twp. City of Huron - Erie County - Ohio

Disclaimer: This map is for informational purposes only. It is not a legal document. The information on this map is based on the best available information and is not guaranteed. The user of this map assumes all responsibility for its use.

Project Information:

DATE: 11/11/2020
SCALE: 1" = 100'
PROJECT: LAND SWAP SCHEMATIC
DRAWN BY: J. POIARS
CHECKED BY: J. POIARS
DATE: 11/11/2020



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2026-15 (*submitted by Stuart Hamilton*)
DATE: June 23, 2026

Subject Matter/Background

The City and the State of Ohio Department of Natural Resources previously entered into an agreement to adjust their property lines by recording a Plat of Property Line Adjustment to address encroachments and provide access and frontage to the ConAgra site so it is more suitable for future development, including public infrastructure improvements by the City. As part of the agreement between the City and State of Ohio, a new public street is being platted which shall be a public street to be dedicated for public use as provided in O.R.C. Section 723.03. While the development of the ConAgra property is pending, the name of the street will be "Access Street." It is anticipated that staff will return to Council in the future with a request to rename this street. The Planning Commission approved this Dedication Plat at their June 17, 2026 regular meeting.

Financial Review

No financial impact

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. 2026-15 as an emergency measure is in order.

[Ordinance No. 2026-15 Dedication of Access Street on ConAgra Property.docx](#)
[CoHZoning20260608_063852.pdf](#)

ORDINANCE NO. 2026-15

Submitted by Joel Hagy

AN ORDINANCE ACCEPTING DEDICATION OF A PUBLIC STREET AS DEPICTED ON A DEDICATION PLAT OF ACCESS STREET AT THE FORMER CONAGRA SITE AND DECLARING AN EMERGENCY.

WHEREAS, the City of Huron and the State of Ohio each own property at the former ConAgra site; and

WHEREAS, the City and the State have entered into an agreement to adjust their property lines by recording a Plat of Property Line Adjustment to address encroachments and provide access and frontage to the ConAgra site so it is more suitable for future development, including public infrastructure improvements by the City; and

WHEREAS, as part of the agreement between the City and the State, a new public street is being platted which shall be a public street to be dedicated for public use as provided in Ohio Revised Code §723.03 and this Council desires to accept dedication of the public street shown on the Dedication of Plat of Access Street.

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

Section 1. That the public street shown on the Dedication Plat of Access Street, attached hereto as Exhibit A and incorporated herein by reference, is hereby accepted for dedication and public use as provided in Ohio Revised Code §723.03.

Section 2. That the City Manager or his designee is authorized to cause this acceptance of dedication to be memorialized on the Dedication Plat of Proposed Street and the plat to be recorded in the Erie County Records.

Section 3. That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that this Ordinance shall become immediately effective so that the City can move forward with marketing the former ConAgra site for redevelopment; **WHEREFORE** this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

Dedication Plat of Access Street

Situated in the City of Huron, County of Erie, and State of Ohio,
and further known as being part of Lot 31, Section 1, Original Huron Township,

Being Township Number 6 in the 22 Range of Townships in the Connecticut Western Reserve
April, 2026 Scale 1"=50'

Legal Description of Area to be Dedicated:

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

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

THENCE **NORTH 15°39'53" EAST, 88.84 FEET** TO A 3/4 INCH IRON PINCHED PIPE FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, ALSO BEING THE SOUTHWEST CORNER OF LAND CONVEYED TO THE NORFOLK & SOUTHERN RAILWAY COMPANY, BY DEED RECORDED IN VOLUME 347, PAGE 366 OF ERIE COUNTY RECORDS, PERMANENT PAPER NUMBER 42-90077.000, ALSO BEING THE NORTHEAST CORNER OF LAND CONVEYED TO THE STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, AS RECORDED IN RN 2007-08970, PERMANENT PARCEL NUMBER 42-0281.000 AND THE PRINCIPAL PLACE OF BEGINNING;

COURSE 1 THENCE **NORTH 82°33'48" WEST** ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CLEVELAND ROAD EAST AND THE NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, 66.52 TO AN IRON PIN SET;

COURSE 2 THENCE **NORTH 14°34'24" EAST, 85.39 FEET** TO AN IRON PIN SET;

COURSE 3 THENCE **NORTH 28°04'08" EAST, 51.42 FEET** TO AN IRON PIN SET;

COURSE 4 THENCE **NORTH 14°34'23" EAST, 23.15 FEET** TO AN IRON PIN SET AT A POINT OF CURVATURE;

COURSE 5 THENCE **207°33 FEET** ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 1720.00 FEET, A DELTA OF 69°52'42", AND A CHORD OF 194.72 FEET BEARING NORTH 20°21'57" WEST TO AN IRON PIN SET AT A POINT OF TANGENCY;

COURSE 6 THENCE **NORTH 55°18'18" WEST, 86.46 FEET** TO AN IRON PIN SET AT A POINT OF CURVATURE;

COURSE 7 THENCE **142.48 FEET** ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 370.00 FEET, A DELTA OF 25°11'19", AND A CHORD OF 161.37 FEET BEARING NORTH 67°54'03" WEST TO AN IRON PIN SET AT A POINT OF TANGENCY;

COURSE 8 THENCE **NORTH 80°29'43" WEST**, PASSING THROUGH AN IRON PIN SET AT 238.14 FEET, A TOTAL DISTANCE OF **302.55 FEET** TO AN IRON PIN SET AT A POINT OF CURVATURE;

COURSE 9 THENCE **143.48 FEET** ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET, A DELTA OF 35°44'10", AND A CHORD OF 141.14 FEET BEARING NORTH 62°37'43" WEST TO AN IRON PIN SET AT A POINT OF TANGENCY;

COURSE 10 THENCE **NORTH 44°45'38" WEST, 50.59 FEET** TO AN IRON PIN SET;

COURSE 11 THENCE **NORTH 85°22'44" EAST, 78.48 FEET** TO AN 5/8 INCH IRON PIN FOUND I.D. CAP "POGGEMEIER" AT A POINT OF CURVATURE;

COURSE 12 THENCE **104.02 FEET** ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 1720.00 FEET, A DELTA OF 35°44'02", AND A CHORD OF 104.31 FEET BEARING SOUTH 62°37'47" EAST TO AN 5/8 INCH IRON PIN FOUND I.D. CAP "POLARS" AT A POINT OF TANGENCY;

COURSE 13 THENCE **SOUTH 80°29'43" EAST, 302.55 FEET** TO AN 5/8 INCH IRON PIN FOUND I.D. CAP "POLARS" AT A POINT OF CURVATURE;

COURSE 14 THENCE **187.04 FEET** ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET, A DELTA OF 25°11'19", AND A CHORD OF 187.54 FEET BEARING SOUTH 67°54'03" EAST TO AN 5/8 INCH IRON PIN FOUND I.D. CAP "POLARS" AT A POINT OF TANGENCY;

COURSE 15 THENCE **SOUTH 55°18'18" EAST, 22.03 FEET** TO AN 5/8 INCH IRON PIN FOUND I.D. CAP "POLARS" IN A SOUTHWESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY;

COURSE 16 THENCE **SOUTH 21°14'18" EAST** ALONG SAID SOUTHWESTERLY LINE OF NORFOLK & SOUTHERN RAILWAY COMPANY, **10.41 FEET** TO AN 5/8 INCH IRON PIN FOUND I.D. CAP "POGGEMEIER" FOUND AT AN ANGLEPOINT THEREOF;

COURSE 17 THENCE **SOUTH 55°17'48" EAST** ALONG SAID SOUTHWESTERLY LINE OF NORFOLK & SOUTHERN RAILWAY COMPANY, **212.41 FEET** TO A 1/2 INCH IRON PIN I.D. CAP "HARTUNG" FOUND AT AN ANGLEPOINT THEREOF;

COURSE 18 THENCE **SOUTH 14°34'12" WEST** ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, PASSING THROUGH AN 5/8 INCH IRON PIN FOUND AT 262.29 FEET, A TOTAL DISTANCE OF **306.55 FEET** TO THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 1.5987 ACRES OF LAND AS CALCULATED AND DESCRIBED BASED ON A FIELD SURVEY PERFORMED IN APRIL 2026 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARS ENGINEERING AND SURVEYING, BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1786 ADJUSTMENT, ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH LONG REBAR WITH IDENTIFICATION CARDS STAMPED "POLARS 57-388".

THE INTENT OF THIS LEGAL DESCRIPTION IS TO DESCRIBE 1.5987 ACRES TO BE DEDICATED AS "ACCESS STREET" (WIDTH VARIES), BEING 0.4795 ACRES OUT OF LAND CONVEYED TO THE CITY OF HURON (P.P.N. 42-61270.001) AND 1.1172 ACRES OUT OF LAND CONVEYED TO STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES (P.P.N. 42-61270.000).

Dedication and Acceptance:

I/WE THE UNDERSIGNED, OWNERS OF THE LAND EMBRACED WITHIN THE SUBDIVISION, DO HEREBY ACKNOWLEDGE THIS PLAT TO BE MY/OUR FREE ACT AND DEED, AND DEDICATE THE STREETS, CROSSWALKWAYS AND ALLEYS HEREIN SHOWN TO PUBLIC USE FOREVER."

THE CITY OF HURON

DATE

NOTARY:

STATE OF OHIO
COUNTY OF ERIE, S.S.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED OWNER WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT IT WAS THEIR OWN FREE ACT AND DEED, IN WITNESS WHEREOF I HAVE HEREBY SET MY HAND AND OFFICIAL SEAL AT _____ OHIO THIS ____ DAY OF 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

I/WE THE UNDERSIGNED, OWNERS OF THE LAND EMBRACED WITHIN THE SUBDIVISION, DO HEREBY ACKNOWLEDGE THE PLAT TO BE MY/OUR FREE ACT AND DEED, AND DEDICATE THE STREETS, CROSSWALKWAYS AND ALLEYS HEREIN SHOWN TO PUBLIC USE FOREVER."

Richard A. Thompson Jr. DATE 5/19/26
STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES

NOTARY:
STATE OF OHIO
COUNTY OF ERIE, S.S.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED OWNER WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT IT WAS THEIR OWN FREE ACT AND DEED, IN WITNESS WHEREOF I HAVE HEREBY SET MY HAND AND OFFICIAL SEAL AT *Franklin County*, OHIO THIS 14 DAY OF 2026.

Richard A. Thompson Jr.
NOTARY PUBLIC
8/22/2024
MY COMMISSION EXPIRES



Approvals:

THIS DEDICATION PLAT IS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF HURON, OHIO THIS ____ DAY OF _____, 202__.

CHAIRMAN OF PLANNING COMMISSION

THE STREET HEREIN PROPOSED TO BE DEDICATED IS SUFFICIENTLY DENIED BY MONUMENTS AND IS HEREBY APPROVED BY THE PLATING COMMISSIONER OF THE CITY OF HURON, OHIO THIS ____ DAY OF _____, 202__.

ZONING ADMINISTRATOR

THIS DEDICATION PLAT IS APPROVED BY THE COUNCIL OF THE CITY OF HURON, OHIO THIS ____ DAY OF _____, 202__.

CLERK OF COUNCIL

THIS DEDICATION PLAT IS APPROVED BY THE ERIE COUNTY ENGINEER THIS 8th DAY OF MAY, 2026.

ERIE COUNTY ENGINEER

TRANSFERRED THIS ____ DAY OF _____, 202__.

ERIE COUNTY AUDITOR

RECORDED THIS ____ DAY OF _____, 202__.
IN PLAT BOOK ____ PAGE NO. ____.

Certifications:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND PREPARED THE ATTACHED PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733.37 OF THE OHIO ADMINISTRATIVE CODE AND THE DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. ALL OF WHICH ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IRON MONUMENTS OR PINS AS INDICATED WERE FOUND OR SET AS SHOWN HEREON. THE TERM CERTIFY AS USED IN THIS STATEMENT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THE SURVEYOR WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER ANY STATE OF FACTS REVEALED BY A EXAMINATION OF THE SAME, BEARINGS REFER TO THE OHIO STATE PLANE COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1786 ADJUSTMENT, ALL IRON PINS SET ARE 5/8" X 30" LONG REBAR WITH A PLASTIC CAP STAMPED "POLARS" AS SHOWN HEREON () ;

Richard A. Thompson Jr.
RICHARD A. THOMPSON, JR.
OHIO PROFESSIONAL SURVEYOR #7388
DATE: 04/29/26



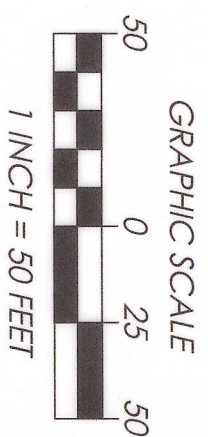
**POLARIS ENGINEERING
and SURVEYING, INC.**
34600 CHARDON ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-4433 (440) 944-3722 (fax)
www.polaris-es.com

CONTRACT NO.	17228	SHEET	OF
		01	02

DATE:	04/29/26
SCALE: HOR.	N/A
VERT.	N/A
FOLDER:	Survey
FILENAME:	Plat of Lot Split
TAB:	01 - Dedication Plat



BEARINGS REFER TO THE OHIO
STATE PLANE COORDINATE SYSTEM
OF 1983 - NORTH ZONE
(1986 ADJUSTMENT)



CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C1	143.45'	230.00'	35°44'10"	141.14'	N62°37'43"W	74.14'
C2	185.04'	430.00'	25°11'19"	187.54'	S67°54'03"E	96.07'
C3	106.02'	170.00'	35°44'02"	104.31'	S62°37'47"E	54.80'
C4	162.68'	370.00'	25°11'30"	161.37'	N67°54'03"W	82.68'
C5	207.33'	170.00'	69°52'42"	194.72'	N20°21'57"W	118.77'

Dedication Plat of Access Street

Situated in the City of Huron, County of Erie, and State of Ohio,
and further known as being part of Lot 31, Section 1, Original Huron Township,
Being Township Number 6 in the 22 Range of Townships in the Connecticut Western Reserve
April, 2026 Scale 1"=50'

NORFOLK & SOUTHERN
RAILROAD COMPANY
VOL. 547, PG. 366
P.P.N.: 42-90077.000

State of Ohio Department
of Natural Resources
RN 2022-04607
P.P.N.: 42-61270.000
Current Acreage: 8.2577 AC.
Acreage After Dedication: 7.1385 AC.

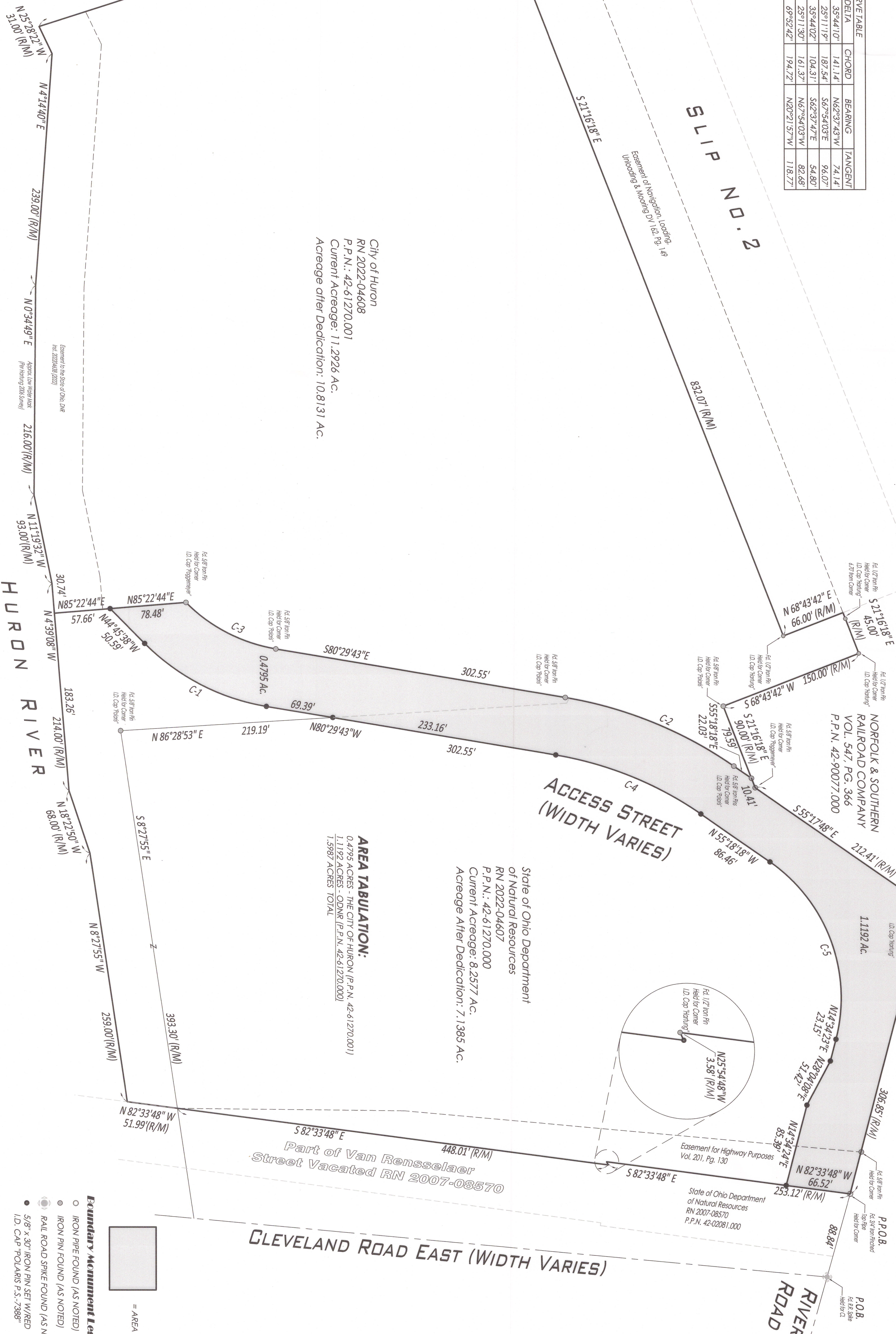
AREA TABULATION:
0.4795 ACRES - THE CITY OF HURON (P.P.N. 42-61270.001)
1.1192 ACRES - ODNR (P.P.N. 42-61270.000)
1.5987 ACRES TOTAL

Part of Van Rensselaer
Street Vacated RN 2007-08570

CLEVELAND ROAD EAST (WIDTH VARIES)

RIVER
ROAD

City of Huron
RN 2022-04608
P.P.N.: 42-61270.001
Current Acreage: 11.2926 AC.
Acreage after Dedication: 10.8131 AC.



DATE:	04/29/26
SCALE: HOR.	1"=50'
VERT.	N/A
FOLDER:	SURVEY
FILENAME:	Plat of Lot Split
TAB:	02 - Ded Plat

Consent to the City of Ohio, Inc.
REV. 2023/04/2023

Approved: (City Engineer)
(Per Voting 2023 Survey)

Boundary Monument Legend:

- IRON PIPE FOUND (AS NOTED)
- IRON PIN FOUND (AS NOTED)
- RAILROAD SPIKE FOUND (AS NOTED)
- 5/8" x 30" IRON PIN SET W/REID
- I.D. CAP POLARIS P.S.-7388"

= AREA TO BE DEDICATED

CONTRACT NO.	17228
SHEET	OF
02	02



POLARIS ENGINEERING
and SURVEYING, INC.
34600 CHARLTON ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-4433 (440) 944-3722 (Fax)
www.polaris-es.com



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2026-17 (*presented by Stuart Hamilton*)
DATE: June 23, 2026

Subject Matter/Background

Ordinance No. 2026-17 authorizes and accepts replacements pages to the Codified Ordinances, as prepared by American Legal Publishing (aka Walter Drane Company), based on legislation adopted by City Council through April 2026, as well as any changes made by the State pertaining to the Traffic Code and General Offenses Code during this same time period. Upon adoption of this ordinance, the April 2026 Codified Ordinances will be uploaded to the City website and replacement pages inserted into administrative hard copy versions. If any members of Council or Council Committee members retain the Codified Ordinance either electronically or in hard copy, please delete/discard and make the replacement with the update through April 2026 Codified Ordinances. A copy of the revised pages is available for review in the Council Clerk's office.

Financial Review

The matter has been reviewed and while there are no costs associated with the acceptance of the updated Codified Ordinance pages, there are costs (filing fees, etc.) associated with the preparation of these Ordinances by American Legal Publishing, which costs have been included in the 2026 Municipal Budget. Fees for this service are based on the number of pages that require revision (in this case 82 pages), updating the internet version, PDF, thumb drive and hard copies.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion to adopt Ordinance No. 2026-17 as an emergency measure is in order.

[Ordinance No. 2026-17 Adopting Ordinance.docx](#)

ORDINANCE NO. 2026-17

Introduced by: Monty Tapp

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

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

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

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

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

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

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

Traffic Code

303.083 Impounding Vehicles on Public Property. (Amended)

General Offenses Code

513.01 Drug Abuse Definitions. (Amended)

513.16 Adult Use Cannabis Control. (Amended)

525.15 Assaulting Police Dog or Horse or An Assistance Dog. (Amended)

545.01 Theft and Fraud Definitions. (Amended)

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

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the residents of the City of Huron, Ohio, and for the further reason that there exists an imperative necessity for the earliest publication and

distribution of current replacement pages to the Codified Ordinances to the officials and residents of the City, so as to facilitate administration, daily operation and avoid practical and legal entanglements; wherefore, this Ordinance shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____