



William Biddlecombe	Joe Dike	Sam Artino	Monty Tapp	Mark Claus	Tom Harris	Joel Hagy
Vice-Mayor	Councilmember	Councilmember	Mayor	Councilmember	Councilmember	Councilmember

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, September 22, 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 September 8, 2026 regular Council meeting.
- IV. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- V. Old Business**
- VI. New Business**
 - VI.a** Ordinance No. 2026-29 (*submitted by Isaac Phillips*)

An ordinance providing for the issuance and sale of bonds in the maximum principal amount of \$4,000,000 to pay costs related to the ConAgra New Stone Revetment Project as defined in Section 165.01 of the Ohio Revised Code, for the purpose of creating or preserving jobs and employment opportunities and improving the economic welfare of the City and its residents and the State of Ohio; providing for the pledge of that purpose of certain nontax revenues; establishing an account or fund of the City; approving related documents, and declaring an emergency.
 - VI.b** Ordinance No. 2026-30 (*submitted by Stuart Hamilton*)

An ordinance authorizing an Electrical Easement Agreement (Temporary Construction Easement 60 feet and Permanent Easement 30 feet) with Ardagh Metal Packaging USA Corp. relating to the 2.0 MG Elevated Water Tower Project.
 - VI.c** Resolution No. 81-2026 (*submitted by Stuart Hamilton*)

A resolution ratifying the City Manager's execution of an agreement with Guardian for dental premiums for the period of January 1, 2026 through October 1, 2027.
 - VI.d** Resolution No. 82-2026 (*presented by Isaac Phillips*)

A resolution ratifying a 2-year agreement with Guardian for the provision of 2026/2027 vision insurance coverage.
 - VI.e** Resolution No. 83-2026 (*submitted by Stuart Hamilton*)

A resolution ratifying the City Manager's acceptance of the proposal and execution of an agreement with Covet Health for the provision of health insurance coverage for 2026/2027.
 - VI.f** Resolution No. 84-2026 (*submitted by Doug Steinwart*)

A resolution authorizing an Agreement with the Huron Township Trustees for a monetary contribution

to the Parks and Recreation Department for the 2026 calendar year in the amount of \$123,367.

VI.g Resolution No. 85-2026 (*submitted by Stuart Hamilton*)

Shoreline Contractors LLC bid award for ConAga New Stone Revetment Project in the amount of \$3,203,043.

VI.h Resolution No. 86-2026 (*submitted by Doug Steinwart*)

A resolution authorizing application for and acceptance of a grant from the Mylander Foundation for a new outdoor sound equipment for the Huron Boat Basin Amphitheater in the amount of \$3,365.

VII. City Manager's Discussion

VIII. Mayor's Discussion

IX. For the Good of the Order

X. Executive Session(s)

XI. Adjournment



TO: Mayor Tapp and City Council
FROM: Isaac Phillips
RE: Ordinance No. 2026-29 (*submitted by Isaac Phillips*)
DATE: September 22, 2026

Subject Matter/Background

This bond issuance is for the construction of the Conagra Seawall project (\$3.2M) and reimbursement of monies already expensed on the project (\$500K). This project will rebuild the north and east walls of the property as laid out in the agreement with the developer. This issuance will be paid for with proceeds from the Conagra TIF over a 20-year period.

Continuing Disclosure and Bond Registrar Agreements are on file with the Clerk of Council.

Financial Review

The breakdown of bond proceed usage will be as follows:

Uses of Funds

Deposit to Project Construction Fund	3,203,043.50
Reimbursement for Project Funds Already Expended (Design & Engineering)	500,000.00
Costs of Issuance	201,500.00
Contingency (2.4%)	95,456.50
Total Uses	\$4,000,000.00

Debt service payments are anticipated to be \$326K per year over 20 years. Current expectations are for the TIF to generate enough to cover the annual debt service including service payments of 25% of the annual revenue to Huron City Schools and 1.5% to Ehave.

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. 2026-29 as an emergency measure is in order.

[Ordinance No. 2026-29 Bond Issuance for ConAgra Seawall \\$4,000,000 \(2\).docx](#)

ORDINANCE NO. 2026-29

Introduced by: Joel Hagy

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$4,000,000 TO PAY COSTS RELATING TO THE CONAGRA NEW STONE REVETMENT PROJECT, AS DEFINED IN SECTION 165.01 OF THE OHIO REVISED CODE, FOR THE PURPOSE OF CREATING OR PRESERVING JOBS AND EMPLOYMENT OPPORTUNITIES AND IMPROVING THE ECONOMIC WELFARE OF THE CITY AND ITS RESIDENTS AND THE STATE OF OHIO; PROVIDING FOR THE PLEDGE FOR THAT PURPOSE OF CERTAIN NONTAX REVENUES; ESTABLISHING AN ACCOUNT OR FUND OF THE CITY; APPROVING RELATED DOCUMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, the City is authorized by virtue of the laws of the State of Ohio, including, without limitation, Section 13 of Article VIII, Ohio Constitution, and Chapter 165 of the Ohio Revised Code (the “Act”), among other things, to (i) issue bonds to acquire, construct, equip, or improve a “project” as defined in Section 165.01 of the Ohio Revised Code, for the purpose of creating or preserving jobs and employment opportunities and improving the economic welfare of the City and its residents and of the State of Ohio, (ii) secure such bonds by a pledge of nontax revenues, as provided herein; and (iii) to pass this Ordinance and enter into related agreements, upon the terms and conditions provided herein; and

WHEREAS, to create and preserve jobs and employment opportunities, the City has determined to issue its special obligation nontax revenue bonds (the “Bonds”) pursuant to the Act to provide funds necessary to pay the costs of the construction, reconstruction, reinforcement and installation of a seawall along certain portions of shoreline in the City in and around the ConAgra development project including appurtenances thereto and related site improvements (collectively, the “Project”); and

WHEREAS, this Council finds and determines that it is necessary and in the best interest of the City to issue the Bonds described in Section 2 to provide funds sufficient for that purpose, including the payment of expenses properly allocable to the issuance of the Bonds;

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

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

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

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

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

“Bond Registrar” means the bank or trust company appointed pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Bond

Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Bond Registrar Agreement and, thereafter, "Bond Registrar" shall mean the successor Bond Registrar.

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

"Bond Retirement Fund" means the Bond Retirement Fund established pursuant to Section 7.

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

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

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

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

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

"Debt charges" means the principal of and interest on the Bonds.

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

"Fiscal Officer" means the Director of Finance of the City.

"Interest Payment Dates" means, unless otherwise determined by the Fiscal Officer in the Certificate of Award, June 1 and December 1 of each year that the Bonds are outstanding, commencing June 1, 2027.

"Nontax Revenues" means all money of the City that is not money raised by taxation, to the extent available for deposit in the Bond Retirement Fund as provided in this Ordinance, including, but not

limited to the following: (a) grants from the United States of America and the State of Ohio; (b) payments in lieu of taxes now or hereafter authorized by State statute to the extent not pledged to pay debt charges on other City indebtedness; (c) fines and forfeitures that are deposited in the City's General Fund; (d) fees deposited in the City's General Fund from properly imposed licenses and permits; (e) investment earnings on the City's General Fund and that are credited to the City's General Fund; (f) investment earnings on other funds of the City that are credited to the City's General Fund; (g) proceeds from the sale of assets that are deposited in the City's General Fund; (h) rental income that is deposited in the City's General Fund; (i) gifts and donations; and (j) Project Revenues.

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

"Parity Obligations" means any bonds, notes or other obligations of or guaranties by the City payable from Nontax Revenues on a parity with or prior to the Bonds.

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

"Pledged Nontax Revenues" means (i) Project Revenues, (ii) proceeds of the Bonds otherwise to be available to pay debt charges on the Bonds, (iii) all money in the Bond Retirement Fund and (iv) all income and profit from the investment of the foregoing money.

"Principal Payment Dates" means, unless otherwise determined by the Fiscal Officer in the Certificate of Award, December 1 in each of the years from and including 2027 to and including 2046; provided that the first Principal Payment Date may be deferred up to one year and the last Principal Payment Date may be advanced or deferred by such number of years as determined by the Fiscal Officer in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the City, as determined by the Fiscal Officer in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the City.

"Project Revenues" means any revenues, repayments, and moneys derived from the sale of all or a portion of the Property.

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

"SEC" means the Securities and Exchange Commission.

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

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

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

Section 2. Determinations by City Council; Authorized Principal Amount and Purpose; Application of Proceeds. This City Council finds and determines that:

(a) The Project is a “project” as defined in the Act and is consistent with the purposes of Section 13, Article VIII of the Ohio Constitution and the utilization of the Project is in furtherance of the purposes of the Act and will benefit the people of the City and of the State by creating and preserving jobs and employment opportunities and improving the economic welfare of the people of the City and of the State.

(b) It is necessary and in the best interest of the City to issue bonds of the City in the maximum principal amount of \$4,000,000 for the purpose of paying all or a portion of the costs of the Project. The Bonds shall be designated “Special Obligation Nontax Revenue Bonds, Series 2026 (Federally Taxable)”, or as otherwise designated by the Fiscal Officer in the Certificate of Award.

The aggregate principal amount of Bonds to be issued shall not exceed \$4,000,000 and shall be issued in an amount determined by the Fiscal Officer in the Certificate of Award to be the aggregate principal amount of Bonds required to be issued, taking into account any premium above or discount from the aggregate principal amount of the Bonds at which they are sold to the Original Purchaser, in order to effect the purpose for which the Bonds are to be issued, including the payment of any expenses properly allocable to the issuance of the Bonds.

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

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

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

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

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

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that the true interest cost of the Bonds does not exceed 9.0%.

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

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

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those dates, for which provision is made in the Certificate of Award (such dates and amounts being the "Mandatory Sinking Fund Redemption Requirements").

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

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any

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

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

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

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Fiscal Officer to the Bond Registrar, given upon the direction of this Council through a resolution or an ordinance. That notice shall specify the redemption date and the principal amount of each maturity of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities selected by the City. If fewer than all of the Bonds of a single maturity are to be redeemed, the selection of Bonds of that maturity to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit

of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (a) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

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

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If money for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If that money shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All money held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, provided that any interest earned on the money so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the City Manager and the Fiscal Officer, in the name of the City and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Fiscal Officer, shall be numbered as determined by the Fiscal Officer in order to distinguish each Bond

from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the Act, the Charter of the City, this Ordinance and the Certificate of Award.

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

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

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

(a) **Bond Registrar.** So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at the office satisfactory to the Fiscal Officer and the Bond Registrar. Subject to the provisions of Section 6, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

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

requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

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

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

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

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

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

Section 6. Award and Sale of the Bonds.

(a) Original Purchaser Designated in Certificate of Award. The Bonds shall be sold to the Original Purchaser at a purchase price, not less than 97% of their aggregate principal amount, to be determined by the Fiscal Officer in the Certificate of Award, plus accrued interest on the Bonds from their date to the Closing Date, and shall be awarded by the Fiscal Officer with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance. Notwithstanding anything to the contrary herein, the Bonds shall not be sold or issued unless the Fiscal Officer certifies in the Certificate of Award or otherwise that the Coverage Test, referenced in Section 8 hereof, is satisfied taking into account the issuance of the Bonds and all other outstanding Parity Obligations subject to such Coverage Test.

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

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

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

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

filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

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

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

Section 7. Nontax Revenues; Bond Retirement Fund. The Bonds and any Parity Obligations that may be issued hereafter shall be special obligations of the City, and the debt charges on the Bonds shall be payable solely from the Nontax Revenues, and such payment is secured by a pledge of the Pledged Nontax Revenues pursuant to this Ordinance. The Bonds shall not be secured by an obligation or pledge of any money raised by taxation. The Bonds do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the City, and the owners thereof have and shall have no right to have taxes levied by the City for the payment of debt charges on the Bonds. The Bonds shall contain a statement to that effect and to the effect that they are payable solely from the Pledged Nontax Revenues and are not secured by an obligation or pledge of any money raised by taxation.

The City will, solely from the proceeds of the Bonds, or from Nontax Revenues, pay or cause to be paid the debt charges on the Bonds on the dates, at the places and in the manner provided herein and in the Bonds. For that purpose, this City Council, after providing for the payment of debt charges payable on the City's general obligation securities in that year from sources available for that purpose, will appropriate and maintain Nontax Revenues at such times and in such amounts as will be sufficient, together with other funds available for the purpose, including but not limited to the proceeds of Bonds, which Nontax Revenues are hereby selected by the City pursuant to Section 165.12 of the Revised Code as moneys that are not raised by taxation. Further, this City Council will give effect to such appropriations in all ordinances it passes thereafter in that year appropriating money for expenditure and encumbrance and limit the other appropriations of Nontax Revenues in that year to the amount available after deducting the amount required for the payment of debt charges payable on the City's general obligation securities and to pay those debt charges on the Bonds.

There is hereby created by the City a separate fund or account designated as the "Special Obligation Nontax Revenue Bond Retirement Fund", or such other designation that may be provided

pursuant to Section 13 hereof (the “Bond Retirement Fund”), into which shall be deposited (i) any Project Revenues upon receipt, and (ii) other Nontax Revenues on or prior to the date on which any debt charges on the Bonds are due in an amount sufficient to pay those debt charges.

Nothing herein shall be construed as requiring the City to use or apply to the payment of debt charges on the Bonds any funds or revenues from any source other than Nontax Revenues. Nothing herein, however, shall be deemed to prohibit the City, of its own volition, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this Ordinance or of the Bonds.

Section 8. Parity Obligations. The City shall have the right from time to time to issue Parity Obligations, which Parity Obligations shall be payable solely from the Nontax Revenues, and such payment shall be secured by a pledge of and a lien on the Nontax Revenues as provided by the Act and by an ordinance passed by this Council authorizing the issuance of those Parity Obligations.

The issuance of the Bonds and any Parity Obligations shall be subject to the Coverage Test previously established by the City (as hereinafter defined). Before the Bonds and/or any Parity Obligations are issued, the City shall be required to furnish a certificate of the Fiscal Officer showing that the aggregate amount of Nontax Revenues received during the fiscal year immediately preceding the issuance of the Bonds and/or those Parity Obligations is at least equal to 300% of the largest amount required to be paid in any succeeding calendar year to meet interest and principal maturities of the Bonds, outstanding bonds of the City secured by Nontax Revenues and any Parity Obligations to be outstanding immediately after the issuance of the Bonds or such Parity Obligations, or in the case of the issuance of notes issued in anticipation of Parity Obligations, the largest amount required to be paid in any succeeding calendar year to meet the estimated interest and principal maturities of those Parity Obligations anticipated (the “Coverage Test”).

The proceeds of any sale of Parity Obligations shall be allocated in the manner provided in the ordinance authorizing their issuance. Junior lien or other subordinate bonds and other subordinate City obligations payable from the Nontax Revenues may be issued or incurred without limitation.

The Parity Obligations shall bear such designation as may be necessary to distinguish them from the Bonds or other Parity Obligations having different provisions and shall have maturities, interest rates, interest payment dates, redemption provisions, denominations and other provisions as provided in the ordinances hereafter adopted providing for the issuance of the Parity Obligations; provided, however, that those terms and provisions shall not be inconsistent with this Ordinance to the extent it governs the issuance and terms of Parity Obligations.

Section 9. Federal Tax Considerations. The City does not intend or represent that the interest on the Bonds will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, and the City is not and shall not be obligated to take any action to attempt to secure or maintain any such exclusion

Section 10. Notification of Bond Issuance. The Fiscal Officer is authorized and directed to provide the notification required by Section 165.03(D) of the Ohio Revised Code to the Director of the Ohio Development Services Agency.

Section 11. Retention of Bond and Disclosure Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond and disclosure counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Bonds and the rendering of the necessary legal opinions upon the delivery of the Bonds. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Fiscal Officer is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 12. Retention of Municipal Advisor. In connection with the issuance of the Bonds, the municipal advisory services of Sudsina & Associates, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Fiscal Officer is authorized to provide for the payment of those fees and any reimbursements from the proceeds of the Bonds to the extent available and otherwise is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 13. Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding special obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to the Act, the Charter of the City, this Ordinance, the Certificate of Award and other authorizing provisions of law.

Section 14. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken in open meetings of this Council or committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 15. Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of this City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to timely enter into contracts for the improvements

and to otherwise provide for the health and safety of the residents of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

PASSED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2026-30 (*submitted by Stuart Hamilton*)
DATE: September 22, 2026

Subject Matter/Background

This easement allows the City to get electric service to the new 2MG water tower. This is a 40 ft utility easement between Ardagh and the City of Huron that runs along their northern property line from Sawmill Parkway to the new tower. The City will own and operate all installed utility within this easement and out service will be handed off to us outside of this easement.

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. 2026-30 as an emergency measure is in order.

[Ordinance No. 2026-30 Ardagh Electrical Easement for 2.0 MG Water Tower \(2\).docx](#)
[Final Easement - Ardagh Electrical Power Line with Exhibits 9-9-26.pdf](#)

ORDINANCE NO. 2026-30

Introduced by Tom Harris

AN ORDINANCE AUTHORIZING THE CITY MANAGER’S EXECUTION OF AN EASEMENT AGREEMENT BETWEEN ARDAGH METAL PACKAGING USA CORP. AND THE CITY OF HURON, GRANTING TO THE CITY OF HURON THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY, AND THEREAFTER, USE, OPERATE, INSPECT, TEST, MAINTAIN, REPAIR, REPLACE, AND REMOVE AND RELOCATE ALL ABOVE-GROUND AND SUB-SURFACE ELECTRICAL LINES (INCLUDING ELECTRICAL CONNECTIONS, SERVICE CONNECTIONS, METERS AND OTHER APPURTENANCES) ON, OVER, UNDER AND ACROSS PROPERTY WITHIN THE CITY OF HURON IDENTIFIED AS PART OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 42-02021.000 AND 42-02021.002; AND FURTHER AUTHORIZING THE RECORDATION OF SAID EASEMENTS WITH THE ERIE COUNTY, OHIO RECORDER; AND DECLARING AN EMERGENCY.

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

SECTION 1. That Council hereby authorizes the City Manager’s execution of an Easement Agreement between the City of Huron and Ardagh Metal Packaging USA Corp. Granting to the City of Huron the right to erect, construct, install and lay, and thereafter, use, operate, inspect, test, maintain, repair, replace, and remove and relocate all above-ground and sub-surface electrical lines (including electrical connections, service connections, meters and other appurtenances) on, over, under and across property within the City of Huron known as part of Erie County, Ohio Permanent Parcel Nos. 42-02021.000 and 42-02021.002 (hereinafter, the “Easement”) and as further described in the Easement Agreement (Temporary Construction Easement 60 feet and Permanent Easement 40 feet) attached hereto as Exhibit “A.”

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

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

SECTION 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and is necessary to make immediate provision for ratification of prior acts of Council. In accordance with Section 3.06 of the Charter of the City of Huron, this Ordinance shall take effect and be in full force and effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

EASEMENT AGREEMENT

(Temporary Construction Easement [60 feet] and Permanent Easement [30 feet])

THIS EASEMENT AGREEMENT (“**Agreement**”), made and entered into by ARDAGH METAL PACKAGING USA CORP., f/k/a Ardagh Metal Beverage USA Inc., (along with its heirs, successors and assigns, “**Grantor**”) and the THE CITY OF HURON, OHIO AN OHIO CHARTERED MUNICIPALITY (along with its successors and assigns, “**Grantee**”), is to EVIDENCE THAT:

Grantor does hereby grant the Grantee and its affiliates, subsidiaries and any utility companies affiliated with, controlled, or governed by it, a perpetual, non-exclusive, permanent easement (“**Easement**”) for the right to erect, construct, install and lay, and thereafter, use, operate, inspect, improve, test, maintain, repair, replace, and remove and relocate all above-ground and sub-surface electrical lines (including electrical connections, service connections, meters, and other appurtenances) (“**Improvements**”) on, over, under, across, within, and through certain lands of Grantor situated in the City of Huron, County of Erie and State of Ohio, and being described on **Exhibit A**, which is attached hereto and incorporated herein by reference (the “**Parcel**”) for the purpose of transmitting electric current to a water tower on Grantee’s adjacent parcel.

The area of Grantor’s Parcel subject to this Easement shall be a strip of land that is thirty (30) feet in width and following the course indicated on the drawings attached hereto as **Exhibit B** (“**Easement Area**”).

This Easement shall include the right for Grantee to initially construct the Improvements in said Easement Area, to later enhance, add, alter, maintain, improve, repair, replace and/or relocate said existing or new Improvements in said Easement Area, and to conduct all activities incident thereto, together with the right of reasonable ingress and egress over the Parcel for accessing the Easement Area for the purpose of use of said Easement.

Grantor also grants to Grantee its affiliates, subsidiaries and any utility companies affiliated with, controlled, or governed by it, a temporary, non-exclusive easement on the Parcel only during construction of the Improvements on the Parcel, which area shall be a strip of land that is sixty (60) feet in width, overlaying the Easement Area, and extending out from each side of the Easement Area by fifteen (15) feet.

As further consideration for the granting of this Easement, the Grantor and Grantee covenant and agree as follows and said covenants and agreements shall be considered to be covenants running

with the land for the benefit of both the Grantee and Grantor, and their respective successors and assigns:

1. Grantee shall (i) construct, enhance, add, alter, maintain, improve, repair, replace and/or relocate the Improvements in accordance with the requirements of this Agreement, in a good and workmanlike manner, in a lien-free manner and in accordance with all applicable laws, and (ii) operate, maintain, and repair the Improvements after construction. During the construction process, the Grantee shall keep the Easement Area in good order and repair, ordinary wear and tear excepted.

2. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of the Improvements, and restore the construction-related areas and the Easement Area as near as possible to their condition prior to construction.

3. Grantee shall replace any driveway, parking lot, lawn, shrubbery, or any other improvement in or about the Easement Area that may be damaged, altered, moved, relocated, undermined, destroyed, ruined, or otherwise disrupted, in any manner, as a result of construction by Grantee. Grantee may only construct, replace or remove the Improvements if the same has been approved in advance in writing by Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.

4. Grantee shall fill any and all voids in the ground in or about the Easement Area reasonably and proximately caused from said construction, operation or maintenance of said Improvements in the Easement Area.

5. Grantee shall secure and use commercially reasonable methods to protect all permanent structures within the vicinity of the Easement Area.

6. Grantee shall be liable for and pay all cost of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any, related to this Easement Agreement.

7. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Easement Area, all costs and expenses in connection with the construction and maintenance of the Improvements and any future construction or improvements to Easement Area by the Grantee. Grantee hereby acknowledges and agrees that if any lien is filed against the Grantor as a result of the Easement or Grantee's activities in the Easement Area and Grantee has not had such lien removed of record within ten (10) business days of the date of the initial filing of such lien, Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

8. The Grantor reserves for itself the right to use Grantor's Parcel including the Easement Area, subject to the Easement granted herein and Grantee's right to inspect, operate, maintain, repair, replace, relocate, test, alter, modify, add to, or remove existing utilities currently serving Grantee's property or operations in general (or the property or operation of Grantee's successors and assigns), whether above or below ground. Except as described in the foregoing sentence, Grantor agrees not to install, erect, or maintain any structure, fencing or device upon the Easement Area, but shall have the right to any use, above or below ground, that does not otherwise damage, impair, impede, or unreasonably interfere with the Improvements or Grantee's rights to

same.

9. Grantee further agrees it will at all times indemnify, defend and save harmless Grantor, its successors and assigns, its agents, employees or lessees, limited only to the extent covered by insurance proceeds actually received, against all loss, damage, cost, claims, demands, actions, or causes of action, or expense (including reasonable attorneys' fees) arising out of loss of or damage to property or injury to or death of person or persons, resulting in any manner from the construction, installation, maintenance, laying, and thereafter, use, operation, inspection, maintenance, repair, replacement or removal of the Improvements, and Grantee shall promptly pay to Grantor, limited only to the extent covered by insurance proceeds actually received by Grantee, the full amount of any loss or damage which Grantor may sustain, incur, or become liable for, and all sums which Grantor may pay or be compelled to pay in settlement of any claim on account thereof.

Grantee hereby further agrees to require its contractor(s), as a part of all contracts relating to the construction upon or repair or maintenance upon the Improvements, Easement Area, and the easement interests conveyed in accord with this Easement, to indemnify, and save harmless the Grantor, limited to the extent of insurance proceeds actually received by Grantee, against all loss, liability, and damages that arise from the activities of Grantee's contractors or any agents in the performance of the construction, repair, or maintenance work on the Parcel. Notwithstanding the foregoing, nothing herein contained is to be deemed or construed as indemnification against the sole gross negligence of Grantor, its employees, or agents. Further, Grantor shall notify Grantee of any claims, demands, actions or causes of actions arising or growing out of loss of or damage to property or injury to or death of person or persons, resulting in any manner from the construction, installation, maintenance, and thereafter use, operation, inspection, repair, replacement or removal of the Improvements. Grantee shall have the right to assume defense of said claims, demands, actions, or causes of action at its expense.

10. Grantee shall carry and shall cause all its contractor(s) and subcontractor(s) while on the Grantor's Parcel to carry comprehensive general liability insurance of the type that normally provides coverage for general liability, automobile liability, or other liability insurance, in a minimum amount of Three Million and No/100 Dollars (\$3,000,000.00) combined aggregate single limits for bodily injury or death to person or persons and property damage per occurrence.

No deductible/self-retainage under said coverage shall exceed One Hundred Thousand and No/100 Dollars (\$100,000.00). Grantee may self-insure for the entire coverage amounts. Grantee agrees that in the construction, maintenance, repair, replacement, relocation, and use of the Improvements, it will comply with all applicable laws, including, but not limited to, any laws, standards, regulation, or permit requirements relating to environmental pollution or contamination or to occupational health and safety; and Grantee agrees to indemnify and hold harmless, limited to the extent covered by insurance proceeds actually received, the Grantor from any and all claims, demands, lawsuit, or liability for loss, fines, damage, injury, and death and all expenses and costs, including reasonable attorney's fees, clean-ups and remediations, resulting from or arising out of the construction, maintenance, or use of the Improvements or for the violation of any law, standard, regulation, or permit requirement relating to environmental pollution or contamination or to occupational health and safety.

11. Grantee shall require its contractor(s) to use all reasonable care to avoid accidents or damage to Grantor's property or to delay or otherwise interfere with Grantor's operations. Grantee shall require its contractor(s) upon completion of the construction to remove from the Parcel all machinery, equipment, temporary buildings, falsework, or rubbish left by virtue of Grantee's operations, and to leave the Easement Area in as close as reasonably practicable to the same condition as existed prior to the beginning of operations. All work herein provided to be done by the Grantee's contractor(s) in the Easement Area shall be done under the supervision, inspection, and direction of the Grantee's personnel.

12. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Grantor and Grantee; and all references to "Grantor" herein shall be construed and considered to confer rights, including but not exclusive of the right to enforce any promise or covenant of Grantee.

13. Each of the parties hereto agree to execute and deliver to the other all such documents as may be necessary or appropriate for the effectuation of the provisions and intent of this Easement.

14. This Easement shall be filed and for record in the office of the Recorder of Erie County, Ohio upon the execution and acknowledgement of the parties hereto.

15. The Easement granted is made and subject to any and all pre-existing easements, rights-of-way, encumbrances, reservations, conditions, covenants, and restrictions, if any, affecting the use of the Easement conveyed herein, now of record in the County Clerk's office in Erie County, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, affecting the use of the Easement.

16. Grantor and Grantee agree that, except to the extent caused by the acts or omissions of Grantee or its representatives or contractors, or arising in connection with Grantee's construction, maintenance, use, or repair of the Improvement and Easement Area, Grantee shall not be liable for, and is hereby fully released from, any and all actual or threatened actions, claims, demands, damages, losses, expenses, judgments, suits, causes of action, fines, fees, penalties, and liabilities, whether arising during, prior to, or subsequent to the term of this Easement, that is directly or indirectly related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, on, beneath, or along the Easement Area.

17. Grantor and Grantee agree that any damages to lawn, driveways, permitted shrubbery, drain tiles, crops or permitted fences on said Parcel, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three (3) disinterested persons, of whom Grantor and Grantee shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

[signature and notary pages follow]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Easement as of the date(s) referenced below.

GRANTOR:

Ardagh Metal Packaging USA Corp.

By: _____

Its: _____

Print Name: _____

Date: _____

GRANTEE:

The City of Huron

By: _____

Stuart Hamilton, City Manager

Date: _____

ACKNOWLEDGEMENT

STATE OF OHIO)
)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____ of Ardagh Metal Packaging USA Corp., a Delaware Corporation, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, both individually and as the Corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

NOTARY PUBLIC

My Commission Expires:_____

ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Stuart Hamilton, City Manager of City of Huron, an Ohio political subdivision, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, both individually and as the City Manager of said City. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

NOTARY PUBLIC

My Commission Expires:_____

This instrument was prepared by:
Todd A. Schrader, Esq.
Seeley, Savidge, Ebert & Gourash Co., LPA
26600 Detroit Rd., Suite 300
Westlake, OH 44145
(216) 566-8200

EXHIBIT A

Ardagh Parcel—Legal

EXHIBIT A

Legal Description

Situated in the City of Huron, County of Erie and State of Ohio:

And known as being a parcel of land located in part of Original Lots 23, 24, 26, 27 and 28, Section 2, Huron Township, City of Huron, Erie County, Ohio and being more particularly described as follows:

Beginning at a drill hole found on the centerline of right-of-way of Sawmill Parkway at the Easterly end of Sawmill Subdivision as recorded in Volume 22, Page 31 of the Erie County Plat Records;

Thence South 58 deg. 01' 00" East along the centerline of Sawmill Parkway, a distance of 553.63 feet to a point;

Thence South 31 deg. 59' 00" West, a distance of 25.00 feet to a 1/2 inch iron pin previously set on the Southerly right-of-way of Sawmill Parkway at the most Easterly corner of lands now or formerly owned by Phyllis Winans, as recorded in Book 74, Page 888 of the Erie County Deed Records, said point being the principal place of beginning for this description:

1. Thence South 58 deg. 01' 00" East along the Southerly right-of-way line of Sawmill Parkway, a distance of 1,518.61 feet to a 1/2 inch iron pin set at the Southeasterly terminus of said Sawmill Parkway;

2. Thence North 31 deg. 59' 00" East along the Southeasterly terminus of Sawmill Parkway, a distance of 50.00 feet to a 1/2 inch iron pin set on the Northerly right-of-way line of Sawmill Parkway;

3. Thence North 58 deg. 01' 00" West along the Northerly right-of-way line of Sawmill Parkway, a distance of 429.32 feet to a 1/2 inch iron pin set at the most Southerly corner of lands now or formerly owned by Stephen C. Lochner as recorded in Volume 539, Pages 723 thru 727 of the Erie County Deed Records;

4. Thence North 31 deg. 59' 00" East along the Southerly line of said Lochner's land, a distance of 551.98 feet (previously recorded as 551.68 feet) to a 1/2 inch iron pin set on the Southerly right-of-way line of State Route 2;

Thence following the Southerly and Westerly right-of-way lines of said State Route 2 along the following Ten (10) courses:

5. Thence South 23 deg. 17' 33" East, a distance of 177.92 feet (previously recorded at 176.29 feet) to a 1/2 inch iron pin set;

6. Thence South 41 deg. 56' 27" East, a distance of 271.54 feet to a 1/2 inch iron pin set;

7. Thence South 56 deg. 33' 29" East, a distance of 305.90 feet to a 1/2 inch iron pin set;
8. Thence South 68 deg. 34' 21" East, a distance of 244.05 feet to a 1/2 inch iron pin set;
9. Thence South 81 deg. 56' 36" East, a distance of 227.66 feet to a 1/2 inch iron pin set;
10. Thence South 20 deg. 54' 13" East, a distance of 280.08 feet to a 1/2 inch iron pin set;
11. Thence South 11 deg. 53' 27" East, a distance of 280.86 feet to a 1/2 inch iron pin set;
12. Thence South 01 deg. 16' 32" West, a distance of 253.42 feet (previously recorded as 253.47 feet) to a 1/2 inch iron pin set;
13. Thence South 01 deg. 22' 42" East, a distance of 332.51 feet to a 1/2 inch iron pin set;
14. Thence South 00 deg. 10' 47" West, a distance of 549.67 feet (previously recorded as 550.70 feet) to a point on the Northeasterly right-of-way line of the Consolidated Rail Corp.
15. Thence North 59 deg. 06' 58" West along the said Northeasterly right-of-way line, a distance of 3,356.17 feet (previously recorded as 3,355.71 feet) to a 1/2 inch iron pin previously set at the most Southerly corner of lands now or formerly owned by Terminal Limited Partnership as recorded in Book 180, Page 286 of the Erie County Deed Records;
16. Thence North 31 deg. 39' 00" East along said O'Man Corporation lands, a distance of 278.53 feet to a 1/2 inch iron pin set at the most Westerly corner of said Phyllis Winans land;
17. Thence South 58 deg. 01' 00" East along the Southerly line of said Winans land, a distance of 85.95 feet to a 1/2 inch iron pin previously set on the Easterly line of said Winans land;
18. Thence North 31 deg. 59' 00" East along the Easterly line of said Winans land, a distance of 506.80 feet to the principal place of beginning and containing 70.7710 acres of land, but subject to all legal highways.

Bearings are assumed and used to indicate angles only.

This description was prepared on November 2, 1994 from an actual survey of the premises by Baharoglu & Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio per Ronald A. Morehouse, Registered Surveyor No. 5340.

See RN 202202272 for Exceptions and also expressly excepting the parcel identified in Exhibit B as the "Split Parcel 2.6226 Acres" and located within this parcel of land.

Permanent Parcel Nos. 42-02021.000 and 42-02021.002

EXHIBIT B
Easement Area—Drawings



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 81-2026 (*submitted by Stuart Hamilton*)
DATE: September 22, 2026

Subject Matter/Background

Resolution No. 81-2026 seeks ratification of the City Manager's execution of an agreement with Guardian for dental benefits. In 2025, the Administration received Council approval for dental insurance coverage through TruAssure Insurance Company through October 1, 2027. The City's third-party benefits provider, Oswald Group recently went to market for all current employee benefits and was able to secure an agreement with Guardian to provide the same coverage (or better) for a lower price. The premium savings over a 1-year period will be approximately 14% or \$6,729. Coverage level premiums are as follows:

Employee Only: \$26.50/mo.

EE + Spouse: \$55.53/mo.

EE + Children: \$71.98/mo.

Family: \$110.08/mo.

Financial Review

The City's healthcare fund (fund 703) will continue to support the dental premiums for eligible full-time employees. The City's historical annual cost for these plans are as follows:

Dental

- 2020 = \$39,120
- 2021 = \$41,659
- 2022 = \$40,524
- 2023 = \$40,134
- 2024 = \$39,038
- 2025 = \$41,224
- 2026 = \$46,619 (estimated)

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. 81-2026 is in order.

[Resolution No. 81-2026 Guardian Dental Coverage 10-1-26 to 9-30-27 \(1\).docx](#)

[Resolution No. 81-2026 Exh A Guardian Dental Benefits.pdf](#)

RESOLUTION NO. 81-2026

Introduced by Monty Tapp

A RESOLUTION RATIFYING THE CITY MANAGER’S ACCEPTANCE OF THE PROPOSAL AND ENTERING INTO AN AGREEMENT WITH GUARDIAN FOR THE PROVISION OF DENTAL INSURANCE COVERAGE THROUGH SEPTEMBER 30, 2027

WHEREAS, the City of Huron has received a proposal for dental coverage for its full-time employees from Guardian for the coverage period of October 1, 2026 through September 30, 2027; and

WHEREAS, to timely effectuate the new contract terms to coincide with the City’s open enrollment period for benefits to start on October 1, 2026, it was necessary for the City Manager to execute this agreement prior to obtaining Council approval.

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

SECTION 1. That the City Manager’s acceptance of the proposal and execution of an agreement with Guardian for the provision of dental insurance coverage from October 1, 2026 through September 30, 2027, which agreement shall be substantially on the terms set forth in Exhibit “A” attached hereto and made a part hereof, is hereby ratified.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



Dental insurance



Taking care of your teeth is about more than just covering cavities and cleanings. It also means accounting for more expensive dental work, and your overall health.

With dental insurance, routine preventive care can lead to better overall health. And you'll be able to save money if any extensive dental work is required.

Who is it for?

Everyone should have access to great dental coverage, which is why we offer comprehensive plans that are available through employers as part of your benefit offerings.

What does it cover?

Dental insurance helps to protect your overall oral care. That includes services like preventive cleanings, x-rays, restorative services like fillings, and other more serious forms of oral surgery if you ever need them.

Why should I consider it?

Poor oral health isn't just aesthetic, it's also been linked to conditions including diabetes, heart disease, and strokes. So, while brushing and flossing every day can help keep your teeth clean, nothing should replace regular visits to the dentist.

Staying healthy

Joe visits his dentist for a routine dental cleaning, to take care of his teeth as well as his overall health.

Oral health is about more than just teeth and gums. It's also essential for a range of other health and wellbeing reasons:

Cardiovascular disease: Some research suggests that heart disease, clogged arteries, and strokes may be linked to inflammation and infections from oral bacteria.

Osteoporosis: Weak and brittle bones may be linked to tooth loss.

Diabetes: Research shows that people with gum disease find it more difficult to control their blood sugar levels.

Alzheimer's disease: Worsening oral health is seen as Alzheimer's disease progresses.

Source: An Ounce of Prevention: The link between preventive dental care and better oral health and wellness, Guardian 12th Annual Workplace Benefits Study, 2024

You will receive these benefits if you meet the conditions listed in the policy. *Guardian will never ask you to provide sensitive personal information, including SSN/DOB, nor login via QR codes.

GUARDIAN® is a registered trademark of The Guardian Life Insurance Company of America

City of Huron

ALL ELIGIBLE EMPLOYEES

2025-8140766.1 (07/27)

Kit created 09/03/2026
Group number: 00102795



Your dental coverage

PPO plan, you'll have access to one of the largest networks of dentists with two reimbursement levels that give you more control over savings. You will always save money with any dentist in Guardian's network and when they belong to a tier in the Tier 1 reimbursement level you will maximize your savings. Reimbursement for covered services received from a non-contracted dentist will be based on a percentile of the prevailing fee data for the dentist's zip code.

Your Dental Plan	PPO	
	Tier 1	Tier 2
Your Network is DentalGuard Preferred Network	In-Network	Out-of-Network
Your Semi-monthly premium	\$13.25	
You and Spouse/Domestic Partner	\$27.77	
You and Child(ren)	\$35.99	
You, Spouse/Domestic Partner and Child(ren)	\$55.04	
Calendar year deductible	Tier 1	Tier 2
Individual	\$25	\$25
Family limit	3 per family (applies to all levels)	
Waived for	Preventive	Preventive
Charges covered for you (co-insurance)	Tier 1	Tier 2
Preventive Care	100%	100%
Basic Care	80%	80%
Major Care	50%	50%
Orthodontia	50%	50%
Annual Maximum Benefit	\$1000 (applies to all levels)	
Maximum Rollover	Yes (applies to all levels)	
Rollover Threshold	\$500	
Rollover Amount	\$250	
Rollover In-network Amount	\$350	
Rollover Account Limit	\$1000	
Lifetime Orthodontia Maximum	\$1500 (applies to all levels)	
Dependent Age Limits	26 (applies to all levels)	



Your dental coverage

A Sample of Services Covered by Your Plan:

PPO		
Plan pays (on average)		
	Tier 1	Tier 2
Preventive Care	Cleaning (prophylaxis)	100%
	Frequency:	2 per calendar year (applies to all levels)
	Fluoride Treatments	100%
	Limits:	Under Age 14 (applies to all levels)
Basic Care	Oral Exams	100%
	Sealants (per tooth)	100%
	Anesthesia*	80%
	Fillings†	80%
	Perio Surgery	80%
	Periodontal Maintenance	80%
	Frequency:	2 per calendar year (applies to all levels)
	Root Canal	80%
	Scaling & Root Planing (per quadrant)	80%
	Simple Extractions	80%
Major Care	Surgical Extractions	80%
	Bridges and Dentures	50%
	Dental Implants	50%
	Inlays, Onlays, Veneers**	50%
	Repair & Maintenance of Crowns, Bridges & Dentures	50%
	Single Crowns	50%
Orthodontia	Orthodontia	50%
	Limits:	Child(ren) (applies to all levels)

Guardian's Preferred Provider Organization consists of Dentists in the DentalGuard Preferred ("DGP") network. These tiers represent specific benefit levels as described in Your Schedule of Benefits. Network access varies by geographic location and zip code. Please visit www.Guardianlife.com to confirm your Dentist's tiered participation.

This is only a partial list of dental services. Your certificate of benefits will show exactly what is covered and excluded. **For PPO and or Indemnity members, Crowns, Inlays, Onlays and Labial Veneers are covered only when needed because of decay or injury or other pathology when the tooth cannot be restored with amalgam or composite filling material.

When Orthodontia coverage is for "Child(ren)" only, the dependent limiting age and the orthodontia limiting age may differ. Please review your certificate of benefits to confirm the age limit specific to orthodontic treatment. For Orthodontia to be covered, the orthodontic appliance must be placed prior to the orthodontia age limit set by your plan; If full-time status is required by your plan in order to remain insured after a certain age, then orthodontic maintenance may continue as long as full-time student status is maintained. If Orthodontia coverage is for "Adults and Child(ren)" this limitation does not apply.

*General Anesthesia – restrictions apply. ‡For PPO and or Indemnity members, Fillings – restrictions may apply to composite fillings.



Your dental coverage

Manage Your Benefits:

Go to www.Guardianlife.com to access secure information about your Guardian benefits including access to an image of your ID Card. Your on-line account will be set up within 30 days after your plan effective date.

Find A Dentist:

Visit www.Guardianlife.com
Click on "Find A Provider"; You will need to know your plan, which can be found on the first page of your dental benefit summary.

Need Assistance?

Call the Guardian Helpline (888) 600-1600, weekdays, 8:00 AM to 8:30 PM, EST. Refer to your member ID (social security number) and your plan number: 00102795

Please call the Guardian Helpline if you need to use your benefits within 30 days of plan effective date. Please note, self-serve options over the phone or online at Guardian Anytime are not available until the case is fully implemented, please wait to speak to a live agent when calling the Guardian Helpline.

EXCLUSIONS AND LIMITATIONS

- Important Information about Guardian's DentalGuard Indemnity and DentalGuard Preferred Network PPO plans: This policy provides dental insurance only. Coverage is limited to those charges that are necessary to prevent, diagnose or treat dental disease, defect, or injury. Deductibles apply. The plan does not pay for: oral hygiene services (except as covered under preventive services), orthodontia (unless expressly provided for), cosmetic or experimental treatments (unless they are expressly provided for), any treatments to the extent benefits are payable by any other payor or for which

no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to surgical treatment. The plan limits benefits for diagnostic consultations and for preventive, restorative, endodontic, periodontic, and prosthodontic services. The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract # DG7-P et al.

DentalGuard Insurance is underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage. This policy provides DENTAL insurance only.
Policy Form # GP-1-DG2000, et al, GP-1-DEN-16

GUARDIAN® is a registered trademark of The Guardian Life Insurance Company of America

City of Huron

ALL ELIGIBLE EMPLOYEES

Kit created 09/03/26
Group number: 00102795

Oral Health Rewards Program

Regular visits to the dentist can help prevent and detect the early signs of serious diseases.

That's why Guardian's Maximum Rollover Oral Health Rewards Program encourages and rewards members who visit the dentist, by rolling over part of your unused annual maximum into a Maximum Rollover Account (MRA). This can be used in future years if your plan's annual maximum is reached.

How maximum rollover works*

Depending on a plan's annual maximum, if claims made for a certain year don't reach a specified threshold, then the set maximum rollover amount can be rolled over.

Plan annual maximum**	Threshold	Maximum rollover amount	In-network only rollover amount	Maximum rollover account limit
\$1,000 Maximum claims reimbursement	\$500 Claims amount that determines rollover eligibility	\$250 Additional dollars added to a plan's annual maximum for future years	\$350 Additional dollars added if only in-network providers were used during the benefit year	\$1,000 The limit that cannot be exceeded within the maximum rollover account



Automatic rollover

Submit a claim (without exceeding the paid claims threshold of a benefit year), and Guardian will roll over a portion of your unused annual dental maximum.

* This example has been created for illustrative purposes only.

** If a plan has a different annual maximum for PPO benefits vs. non-PPO benefits, (\$1500 PPO/\$1000 non-PPO for example) the non-PPO maximum determines the Maximum Rollover plan. May not be available in all states.

Guardian's Dental Insurance is underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage. Information provided in this communication is for informational purposes only. Dental Policy Form No. GP-1-DEN-16. GUARDIAN® is a registered service mark of The Guardian Life Insurance Company of America © Copyright 2023 The Guardian Life Insurance Company of America.

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TO: Mayor Tapp and City Council
FROM: Isaac Phillips
RE: Resolution No. 82-2026 (*presented by Isaac Phillips*)
DATE: September 22, 2026

Subject Matter/Background

Resolution No.82-2026 requests authorization to enter into an agreement with Guardian for vision care coverage for benefit-eligible employees of the City of Huron. This proposal reflects a 50% savings from the current contract with VSP Vision.

Financial Review

The City's healthcare fund (fund 703) will continue to support the vision premiums for eligible full-time employees.

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. 82-2026 is in order.

[Resolution No. 82-2026 Guardian Vision Coverage 10-1-26 to 9-30-27 \(1\).docx](#)

[Resolution No. 82-2026 Exh A Guardian Vision Benefits.pdf](#)

RESOLUTION NO. 82-2026

Introduced by Monty Tapp

A RESOLUTION RATIFYING THE CITY MANAGER’S ACCEPTANCE OF THE PROPOSAL AND ENTERING INTO AN AGREEMENT WITH GUARDIAN FOR THE PROVISION OF VISION INSURANCE COVERAGE THROUGH SEPTEMBER 30, 2027

WHEREAS, the City of Huron has received a proposal for vision insurance coverage for its full-time employees from Guardian for the coverage period of October 1, 2026 through September 30, 2027; and

WHEREAS, to timely effectuate the new contract terms to coincide with the City’s open enrollment period for benefits to start on October 1, 2026, it was necessary for the City Manager to execute this agreement prior to obtaining Council approval.

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

SECTION 1. That the City Manager’s acceptance of the proposal and execution of an agreement with Guardian for the provision of vision insurance coverage from October 1, 2026 through September 30, 2027, which agreement shall be substantially on the terms set forth in Exhibit “A” attached hereto and made a part hereof, is hereby ratified.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

Vision care

Vision care helps protect the health of your eyes by providing services that often aren't covered by regular medical insurance.

Protecting your eyesight means allowing for routine eye exams, as well as access to glasses and contacts. Help keep your eyes in great shape at any age — no matter how much time you spend staring at digital screens.

Who is it for?

Even if you have perfect eyesight, it's important to have regular eye exams to make sure you're still seeing clearly. Many people eventually need vision correction, which is why we offer vision care to manage some of the costs.¹

What's included?

Vision care helps pay for services not typically included in medical insurance plans. This may include routine eye exams, support toward the cost of eyeglasses and contact lenses, and access to discounted pricing on corrective LASIK surgery.

Why should I consider it?

Regular eye exams can help detect more than failing eyesight, they can also pick up on symptoms associated with diseases like glaucoma and diabetes. Vision problems are one of the most prevalent disabilities in the US, making vision care especially useful for anyone who regularly needs to purchase eyeglasses or contacts, or anyone who simply wants to protect their eyesight and general health.



Vision

David notices that his vision is deteriorating. He goes in for an eye exam, and is diagnosed with myopia, also known as nearsightedness, which means he needs glasses. He can now save on glasses and contacts.

Hypothetical examples are for illustrative purposes only. An individual's eligibility for benefits is determined on a case-by-case basis. Guardian's Group Vision Insurance is underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states.

¹ CDC, Why eye exams are important, May 15, 2024.
You will receive these benefits if you meet the conditions listed in the policy.



Your vision coverage

Option 1: Significant out-of-pocket savings available with your **Full Feature** plan by visiting one of VSP's network locations, including one of the largest private practice provider networks, Visionworks and contracted Pearle Vision locations.

Your Vision Plan	Full Feature	
Your Network is	VSP Choice Network	
Your Semi-monthly premium	\$ 4.19	
You, Spouse/Domestic partner and Child(ren)	\$ 9.49	
Copay		
Exams Copay	\$ 20	
Materials Copay (waived for elective contact lenses)	\$ 20	
Sample of Covered Services	You pay (after copay if applicable):	
	In-network	Out-of-network
Eye Exams	\$0	Amount over \$39
Single Vision Lenses	\$0	Amount over \$23
Lined Bifocal Lenses	\$0	Amount over \$37
Lined Trifocal Lenses	\$0	Amount over \$49
Lenticular Lenses	\$0	Amount over \$64
Frames	80% of amount over \$150 ¹	Amount over \$46
Costco, Walmart and Sam's Club Frame Allowance	Amount over \$80	
Contact Lenses (Elective)	Amount over \$150	Amount over \$100
Contact Lenses (Medically Necessary)	\$0	Amount over \$210
Contact Lenses (Evaluation and fitting)	Up to \$60	Not Applicable
Cosmetic Extras	Avg. 20-25% off retail price	No discounts
Glasses (Additional pair of frames and lenses)	20% off retail price ^{**}	No discounts
Laser Correction Surgery Discount	Up to 15% off the usual charge or 5% off promotional price	No discounts
Service Frequencies		
Exams	Every calendar year	
Lenses (for glasses or contact lenses) ^{‡‡}	Every calendar year	
Frames	Every two calendar years	
Network discounts (glasses and contact lens professional service)	Limitless within 12 months of exam.	
Dependent Age Limits	26	
To Find a Provider:	Register at VSP.com to find a participating provider.	

VSP

- ^{‡‡}Benefit includes coverage for glasses or contact lenses, not both.
- ^{**} For the discount to apply your purchase must be made within 12 months of the eye exam.
- Charges for an initial purchase can be used toward the material allowance. Any unused balance remaining after the initial purchase cannot be banked for future use. The only exception would be if a member purchases contact lenses from an out of network provider, members can use the balance towards additional contact lenses within the same benefit period.



Your vision coverage

- ¹Extra \$20 on select brands
- Members can use their in network benefits on line at Eyeconic.com.
- In Network Routine Retinal Screening Covered after no more than a \$39 copay.

EXCLUSIONS AND LIMITATIONS

Important Information: This policy provides vision care limited benefits health insurance only. It does not provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department. Coverage is limited to those charges that are necessary for a routine vision examination. Co-pays apply. The plan does not pay for: orthoptics or vision training and any associated supplemental testing; medical or surgical treatment of the eye; and eye examination or corrective eyewear required by an employer as a condition of employment; replacement of lenses and frames that are furnished under this plan, which are lost or broken (except at normal intervals when services are otherwise available or a warranty exists). The plan limits benefits for blended lenses, oversized lenses, photochromic lenses, tinted lenses, progressive multifocal lenses, coated or laminated lenses, a frame that exceeds plan allowance, cosmetic lenses; U-V protected lenses and optional cosmetic processes.

The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract #GP-I-VSN-96-VIS et al.

Laser Correction Surgery:

Discounts on average of 10-20% off usual and customary charge or 5% off promotional price for vision laser Surgery. Members out-of-pocket costs are limited to \$1,800 per eye for LASIK or \$1,500 per eye for PRK or \$2300 per eye for Custom LASIK, Custom PRK, or Bladeless LASIK.

Laser surgery is not an insured benefit. The surgery is available at a discounted fee. The covered person must pay the entire discounted fee. In addition, the laser surgery discount may not be available in all states.

Guardian's Vision Insurance is underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. This policy provides vision care limited benefits health insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services. Plan documents are the final arbiter of coverage.
Policy Form # GP-I-GVSN-17

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TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 83-2026 (*submitted by Stuart Hamilton*)
DATE: September 22, 2026

Subject Matter/Background

Background

Back in 2025, administrative staff worked with several third-party providers to obtain several quotes for health care coverage for our full-time employees. The lowest and best offering was from Arlo (Covet Health) with a proposal for coverage through Cigna at a 21% premium savings over last year. The city took this offering to the health Care Committee for feedback and approval. Our Healthcare only premium decreased by \$303K for the year, providing relief to employee's and departmental budgets.

Resolution No. 83-2026 is a renewal of the Covet Health for the period of October 1, 2026 through September 30 2027, at a premium increase of approximately 12.7%. A copy of the Summary of Coverage for the new plan contemplated by Resolution No. 83-2026 is attached hereto as Exhibit 1.

The City administration was forced to execute this agreement prior to this meeting in order to facilitate the October 1 effective date for coverage for our full-time benefits.

Financial Review

The 2026 budget includes the renewal increase on MMO's premium and potential increase in the HRA. The City's healthcare fund (Fund 703) accounts for the plan's activity.

Historical medical premiums paid to MMO:

2022 - \$746,400

2023 - \$845,000

2024 - \$1,339,339

2025 - \$1,455,792 (Note: this was a shortened plan year ending on 9/30/25)

2025/2026 - \$1,150,012.08

Estimated medical premiums to be paid to Covet Health

2026/2027 - \$1,296,188.64 (estimated)

The above amounts do not include employee HSA contributions, which are estimated to be \$74,239 for 2027.

Legal Review

The matter follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 83-2026 would be in order.

[Resolution No. 83-2026-2027 Covet Health Medical Premiums \(2\).docx](#)

[Resolution No. 83-2026 Exh A Covet Renewal Rates.pdf](#)

[10.1.26 City of Huron \\$5000 Platinum HSA Plan SBC.pdf](#)

RESOLUTION NO. 83-2026

Introduced by Monty Tapp

A RESOLUTION RATIFYING THE CITY MANAGER’S ACCEPTANCE OF THE PROPOSAL AND EXECUTION OF AN AGREEMENT WITH ARLO/COVET HEALTH FOR THE PROVISION OF MEDICAL HEALTH INSURANCE COVERAGE FROM OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027.

WHEREAS, the City of Huron used a third-party benefits administrators to obtain pricing for the 2026/2026 medical coverage for its full-time employees;

WHEREAS, the City of Huron held an Open Enrollment for 2026/2027 benefits for its full-time employees starting on September 14, 2026;

WHEREAS, it was necessary to execute the agreement with Covet Health prior to the first regular Council meeting in October in order to allow for Open Enrollment for 2026/2027 benefits to be effective as of October 1, 2026.

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

SECTION 1. That the City Manager’s acceptance of the proposal and execution of a new agreement with Covet Health for the provision of 2026/2027 healthcare insurance coverage, a copy of which is attached hereto as Exhibit “A” and made a part hereof, is hereby ratified.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

2026 Covet Health Current Vs Renewal

GENERAL INFORMATION

Funding Type
Association (if applicable)
Plan Type
Network Indicator
Benefit Summary

BENEFIT SUMMARY

Annual Deductible/Individual
Annual Deductible/Family
Coinsurance
Office Visit/Exam
Outpatient Specialist Visit
Annual Out-of-Pocket Limit/Individual
Annual Out-of-Pocket Limit/Family
Deductible Included in Out-of-Pocket Limits
Deductible Embedded
Inpatient Hospital Services
Surgical Services
Emergency Services
Urgent Care
Prescription Drug Benefits
Prescription Drug Deductible
Retail
Generic / Tier 1
Brand (Formulary/Preferred) / Tier 2
Brand (Non-Formulary/Non-Preferred) / Tier 3

Specialty / Tier 4

Mail Order
Generic / Tier 1
Brand (Formulary/Preferred) / Tier 2
Brand (Non-Formulary/Non-Preferred) / Tier 3

Specialty / Tier 4

FINANCIAL SUMMARY

	Enroll #
EE	18
EE & Spouse	4
EE & Child(ren)	12
Family	16
Total Monthly Liability	
Total Annual Liability	
Premium Change (%)	
Rate Guarantee	

Current

Covet Health

Fully Insured
N/A
H.S.A.
Cigna
\$5000 H.S.A.

In-Network Out-of-Network

\$5,000	\$12,000
\$10,000	\$24,000
0%	50%
Ded/0%	Ded/50%
Ded/0%	Ded/50%
\$5,000	\$20,000
\$10,000	\$40,000
Yes	Yes
Yes	Yes
Ded/0%	Ded/50%
Ded/0%	Ded/50%
	Ded/0%
Ded/0%	Ded/50%
Combined with Medical	
Ded/0%	Not Covered
Ded/0%	Not Covered
Ded/0%	Not Covered
Ded/0%	Not Covered
Ded/0%	Not Covered
Ded/0%	Not Covered
Ded/0%	Not Covered
Ded/0%	Not Covered

Renewal

Covet Health

Fully Insured
N/A
H.S.A.
Cigna
\$5000 H.S.A.

In-Network Out-of-Network

\$5,000	\$12,000
\$10,000	\$24,000
0%	50%
Ded/0%	Ded/50%
Ded/0%	Ded/50%
\$5,000	\$20,000
\$10,000	\$40,000
Yes	Yes
Yes	Yes
Ded/0%	Ded/50%
Ded/0%	Ded/50%
	Ded/0%
Ded/0%	Ded/50%
Combined with Medical	
Ded/0%	Not Covered
Ded/0%	Not Covered
Ded/0%	Not Covered
Ded/0%	Not Covered
Ded/0%	Not Covered
Ded/0%	Not Covered
Ded/0%	Not Covered
Ded/0%	Not Covered

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services
Cigna \$5000 Platinum Employee Health Plan

Coverage Period: 10/1/2026 to 9/30/2027
Coverage for: Individual & Family | **Plan Type:** HSA



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. **NOTE:** Information about the cost of this [plan](#) (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, contact Covet Health at 1-909-315-4751. For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), deductible, [provider](#), or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary or call 1-909-315-4751 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	Network Provider: \$5,000 / Individual or \$10,000 / Family Out-of-Network \$12,000 / Individual or \$24,000 / Family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible. Deductible accumulations are per Calendar year.
Are there services covered before you meet your deductible?	Yes. Preventive care services are covered before you meet your deductible .	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Network Provider \$5,000 / Individual or \$10,000 / Family Out-of-Network \$20,000 / Individual or \$40,000 / Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan , they have to meet their own out-of-pocket limit until the overall family out-of-pocket limit has been met. Accumulations are per Calendar year.
What is not included in the out-of-pocket limit?	Premiums , balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	This benefits package uses a network of providers up to a maximum benefit limit. For a list of network providers , see Cigna : Phone Number: 1-909-315-4751	This plan uses a provider network . You will pay less if you use a provider in the plan's network . You will pay the most if you use an out-of-network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

Important Questions	Answers	Why This Matters:
Do you need a referral to see a specialist?	No.	You do not need a referral to see a specialist.

 All **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% coinsurance	50% coinsurance	None.
	Specialist visit	0% coinsurance	50% coinsurance	
	Preventive care/screening/immunization	No charge	50% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	0% coinsurance	50% coinsurance	Preauthorization is required for complex / advanced imaging, including CT scans. For a Cost Waiver or Assistance on network providers for Lab, X ray, and Advanced Imaging, contact Covet: 1-909-315-4751
	Imaging (CT/PET scans, MRIs)	0% coinsurance	50% coinsurance	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.cap-rx.com	Generic drugs	0% coinsurance	Not covered	Covers up to a 30-90 day supply (retail prescription); 30 day supply (specialty drugs); 90 day supply (mail-order prescription). Specialty Drugs may be sourced through an alternative sourcing program. Call Covet Health at +1 (909) 315-4751 to initiate the Specialty Drug process.
	Preferred brand drugs	0% coinsurance	Not covered	
	Non-preferred brand drugs	0% coinsurance	Not covered	
	Specialty drugs	0% coinsurance	Not covered	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	50% coinsurance	Preauthorization is required. If you don't get preauthorization , it may result in the denial of otherwise covered services.
	Physician/surgeon fees	0% coinsurance	50% coinsurance	
If you need immediate medical attention	Emergency room care	0% coinsurance		Non-Emergent Emergency Room Care: 50% coinsurance applies for Out-of-Network Provider.
	Emergency medical transportation	0% coinsurance	50% coinsurance	
	Urgent care	0% coinsurance	50% coinsurance	Non-Emergent Medical Transportation: 50% coinsurance applies for Out-of-Network Provider.
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	50% coinsurance	Preauthorization is required.
	Physician/surgeon fees	0% coinsurance	50% coinsurance	
If you need mental health, behavioral health, or substance abuse services	Office Visit	0% coinsurance	50% coinsurance	Preauthorization is required for certain services.
	Outpatient services	0% coinsurance	50% coinsurance	
	Inpatient services	0% coinsurance	50% coinsurance	
If you are pregnant	Office visits	0% coinsurance	50% coinsurance	Cost sharing does not apply for preventive services . Depending on the type of services, a coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	0% coinsurance	50% coinsurance	
	Childbirth/delivery facility services	0% coinsurance	50% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	0% coinsurance	50% coinsurance	30 visits/year Precertification required.
	Rehabilitation services	0% coinsurance	50% coinsurance	20 visits/year. Includes Physical, Speech and Occupational therapies. Spinal Manipulation/Chiropractic care services limited to 12 visits per Plan Year. Limits are not applicable to mental health conditions for Physical, Speech and Occupational therapies. Habilitation Services are covered for Mental Health conditions (Autism), limits are not applicable. Preauthorization is required.
	Habilitation services			
	Skilled nursing care			30 visits/year Precertification required.
	Durable medical equipment	0% coinsurance	50% coinsurance	Preauthorization is required. For Assistance or a Cost Waiver please contact Covet: 1-909-315-4751
	Hospice services	0% coinsurance	50% coinsurance	Preauthorization is required.
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of any other [excluded services](#).)

- | | | |
|--|--|--|
| <ul style="list-style-type: none">• Abortion (except in cases of rape, incest, medical complications, or when the life of the mother is endangered)• Acupuncture• Bariatric surgery• Cosmetic Surgery | <ul style="list-style-type: none">• Dental Care (Adult)• Hearing Aids• Infertility Treatment• Long Term Care• Non-emergency care when traveling outside the U.S. | <ul style="list-style-type: none">• Private-duty Nursing• Routine Eye Care (Adult)• Routine Foot Care• Weight Loss Programs |
|--|--|--|

Other Covered Services (This isn't a complete list. Check your policy or [plan](#) document for other covered services and your costs for these services.)

Chiropractic Care (limited to: 12 visits per year)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318- 2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.

Does this plan provide Minimum Essential Coverage? Yes.

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet the Minimum Value Standards? Yes.

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-909-315-4751.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-909-315-4751.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-909-315-4751.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-909-315-4751.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

The <u>plan's</u> overall <u>deductible</u>	\$5,000
<u>Specialist</u> coinsurance	0%
Hospital (facility) <u>coinsurance</u>	0%
Other <u>coinsurance</u>	0%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
In this example, Peg would pay:	
<i>Cost Sharing</i>	
<u>Deductibles</u>	\$5,000
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$5,060

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

The <u>plan's</u> overall <u>deductible</u>	\$5,000
<u>Specialist</u> coinsurance	0%
Hospital (facility) <u>coinsurance</u>	0%
Other <u>coinsurance</u>	0%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
In this example, Joe would pay:	
<i>Cost Sharing</i>	
<u>Deductibles</u>	\$5,000
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$5,020

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

The <u>plan's</u> overall <u>deductible</u>	\$5,000
<u>Specialist</u> coinsurance	0%
Hospital (facility) <u>coinsurance</u>	0%
Other <u>coinsurance</u>	0%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*) Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
In this example, Mia would pay:	
<i>Cost Sharing</i>	
<u>Deductibles</u>	\$2,800
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$2,800

The plan would be responsible for the other costs of these EXAMPLE covered services.



TO: Mayor Tapp and City Council
FROM: Doug Steinwart , Operations Manager
RE: Resolution No. 84-2026 (*submitted by Doug Steinwart*)
DATE: September 22, 2026

Subject Matter/Background

With the disbanding of the HJRD and creation of the Huron Parks and rec Advisory Board, Huron Township wanted to continue their commitment to providing these services to both City and TWP residents. This agreement keeps their contribution at the same level as the previous two years. (\$123,367). On passage, the township has kindly agreed to pay qtr. 1 and qtr. 2 payments retroactively.

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 Resolution No. 84-2026 is in order.

[Resolution No. 84-2026 Huron Township Agreement Parks & Recreation Contribution \\$123,367.docx](#)
[Resolution No. 84-2026 Exh A Parks and Recreation Agreement with Huron Township.pdf](#)

RESOLUTION NO. 84-2026

Introduced by Mark Claus

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE HURON TOWNSHIP BOARD OF TRUSTEES FOR PROVISION OF A MONETARY CONTRIBUTION TO THE CITY OF HURON IN SUPPORT OF THE PARKS AND RECREATION DEPARTMENT FOR THE 2026 CALENDAR YEAR IN THE AMOUNT OF ONE HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED SIXTY-SEVEN AND XX/100 DOLLARS (\$123,367.00).

WHEREAS, the City of Huron desires to continue to operate a Parks and Recreation Department after the disbandment of the Huron Joint Recreation District for the benefit of the residents of the City of Huron and the residents of Huron Township; and

WHEREAS, the Huron Township Trustees desire to continue to support the Parks and Recreation Department in a monetary manner.

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

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to enter into an Agreement with the Huron Township Board of Trustees for provision of a monetary contribution to the City of Huron in support of the Parks and Recreation Department for the 2026 calendar year in the amount of One Hundred Twenty-Three Thousand Three Hundred Sixty-Seven and xx/100 Dollars (\$123,367.00). Said Agreement shall be in substantially the form of Exhibit "A" attached hereto and made part hereof.

SECTION 2. That this Council 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 its committees, if any, which resulted in formal actions, were taken in meetings open to the public in full compliance with the law, including Section 121.22 of the Revised Code.

SECTION 3. That this Resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

AGREEMENT

THIS AGREEMENT is hereby made and executed by and between the City of Huron, Ohio, a municipal corporation of Erie County, Ohio ("City") and the Board of Trustees of Huron Township, Erie County, Ohio a political subdivision of the State of Ohio ("Township"), to be effective as of the 1st day of January, 2026.

WHEREAS, the City desires to continue to operate a Parks and Recreation Department after the disbandment of the Huron Joint Recreation Department for the benefit of the residents of the City of Huron and the residents of Huron Township.

WHEREAS, the Township desires to continue to support the Parks and Recreation Department in a monetary manner.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Term. The term of this agreement shall be for a one-year term commencing on January 1, 2026, and ending on December 31st, 2026, and this Agreement may be amended from time to time in a writing signed by all parties with the appropriate approval of the entities' legislative authority.

2. Consideration.

(a) The monetary contributions for the year 2026 (ending on December 31, 2026) shall be as follows:

1) The Township shall unconditionally contribute the amount of \$123,367.00.

The City shall invoice and Township shall make their monetary contributions **by the end of each of the following months, March, June, September, December following execution of this Agreement**, so long as total monetary contributions are deposited with the City before the end of each fiscal year. The first payment after this agreement is executed would be for quarters one (1) and (2) and would be payable upon passage.

1. Use of Funds. Monetary contributions thus deposited shall be used exclusively for operational and maintenance, repair and replacement expenses for the Parks and Recreation Department, including wages and fringe benefits. The City shall account for all funds deposited by the parties and shall make annual reports to the Township, through the Board of Trustees, for all income, expense and remaining balance of funds deposited hereunder. Notwithstanding any contrary provision of this Agreement, any capital improvements and repairs and replacements to

capital infrastructure or improvements shall be the responsibility of the party holding title to the facility at which any such improvements are to be made unless otherwise agreed upon.

2. Termination of Agreement. This agreement shall terminate on 12/31. The parties have the right to enter into another one-year agreement for 2027. Such agreement shall be in place by 12/1/2026.

3. Entire Agreement. This Agreement contains the entire agreement between the City and Township and supersedes any oral or prior written understanding, representatives or agreements between the City and Township.

4. This agreement shall be interpreted in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement, pursuant to their respective, appropriate, contracting authority procedures as below listed on the date indicated below.

CITY OF HURON, ERIE COUNTY, OHIO

By: _____
Stuart Hamilton, City Manager

Date: _____, 2026

Resolution No. __-2026

Passed: _____, 2026

[SIGNATURES CONTINUE ON NEXT PAGE]

BOARD OF TRUSTEES OF HURON TOWNSHIP, ERIE COUNTY, OHIO

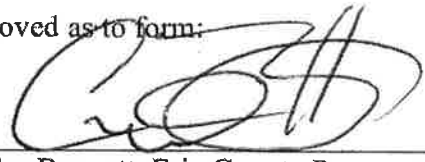
By: _____

By: Jordan B. Hahn_____

By: Ray Enderle_____

Date: JULY 1, 2026

Approved as to form:

_____
Charles Bennett, Erie County Prosecutor

Resolution No. 2026-08
Passed: JULY 15, 2026

RESOLUTION 2026-08

THE BOARD OF TRUSTEES OF HURON TOWNSHIP, ERIE COUNTY OHIO, DO HEREBY AUTHORIZE ENTERING INTO AN AGREEMENT WITH THE CITY OF HURON FOR THE PROVISION OF FUNDING A PORTION OF THE PARK AND RECREATION DEPARTMENT AS PER EXHIBIT A.

The Board of Township Trustees of Huron Township, Erie County, Ohio met this 15th day of June, 2026, at the Township Office, 1820 Bogart Rd., Huron, Ohio, in regular session with the following members present:

Edward Wimmer
Gordon Hahn
Raymond Enderle

Mr. Enderle introduced the following resolution and moved for its adoption.

WHEREAS, the Board of Township Trustees of Huron Township, Erie County Ohio, is agreeable to assisting the City in funding the Parks and Recreation Department on an annual basis as per Exhibit A; and,

WHEREAS, this Board has determined that it is in the best interests of the citizens of the Township to fund a portion of the aforementioned Department; and,

WHEREAS, this Board is willing to enter into an Agreement for the provision of those services with the City of Huron, **NOW; THEREFORE**,

BE IT RESOLVED BY THE BOARD OF TOWNSHIP TRUSTEES OF HURON TOWNSHIP, ERIE COUNTY, OHIO, that it hereby enters into an Agreement with the City of Huron for the provision of assisting in the support of the City Parks and Recreation Department under the terms and conditions as enumerated in the Agreement herein attached and incorporated by reference as Exhibit 1; and,

FURTHER, this Board directs the Huron Township Fiscal Officer to send a certified copy of this resolution and the executed Contract herein attached and incorporated by reference as Exhibit 1 to the City of Huron; and

FURTHER, this Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board 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 R.C.§121.22 of the Revised Code.

Mr. Hahn seconded the motion and the roll call being called resulted as follows:

	Aye	Nay
Edward Wimmer	X	
Gordon Hahn	X	
Raymond Enderle	X	

Adopted: June 15, 2026

FISCAL OFFICER’S CERTIFICATION

The undersigned hereby certifies that the foregoing is a true and correct copy of an excerpt from the minutes of a regular meeting of the Board of Township Trustees of Huron Township, duly called and held on the 15th day of June, 2026.


Matthew Dewey, Fiscal Officer
Huron Township, Erie County, Ohio



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 85-2026 (*submitted by Stuart Hamilton*)
DATE: September 22, 2026

Subject Matter/Background

Resolution No. 85-2026 awards the bid relating for the new sea wall on the form ConAgra site to Shoreline Contractors LLC. Attached as Exhibit 1 is the bid tab for the New Stone Revetment at the Former Con-Agra Property based on the bids opened on September 2, 2026. KS Associates' bid award recommendation letter is attached as Exhibit 2. A summary of the results appears below:

Engineer's 7/30/2026 Opinion of Probable Construction Cost: \$4,749,900 to \$5,319,888

Great Lakes Demolition Company, LLC: \$4,242,050.00

- Mark Haynes Construction, Inc.: \$5,447,410.00
- Shoreline Contractors LLC: \$3,203,043.50
- Toledo Caisson Corporation: \$5,630,145.00

The Opinion of Probable Construction Cost dated 7/30/2026 was in the middle to high end of the bidding results.

We did not encounter math errors in any of the bids.

Financial Review

Project will be accounted for from Fund 423 - Conagra TIF. The project will be funded by a taxable bond repaid over 20 years with the primary source of repayment being property tax revenue generated by the TIF district.

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. 85-2026 is in order.

[Resolution No. 85-2026 Exh 1 Bid Tab](#)

[Exh 2 Con-Agra Waterfront Award Recommendation Letter 091026.pdf](#)

[Resolution No. 85-2026 Shoreline Construction Bid Award ConAgra Seawall Revetment \\$3,203,043.50 \(1\).docx](#)

NEW STONE REVETMENT AT THE FORMER CON-AGRA PROPERTY				Engineer's 7/30/2026 Opinion of Probable Construction Cost		Engineer's 7/30/2026 Opinion of Probable Construction Cost with Bonds (2%) & Contingency (10%)	
Item	Item Description	Quantity	Unit	Unit Cost	Item Cost	Unit Cost	Item Cost
1	Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 112,000.00	\$ 112,000.00
2	Site Clearing	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 23,520.00	\$ 23,520.00
3	Demolish Existing Concrete Deck	1	LS	\$ 300,000.00	\$ 300,000.00	\$ 336,000.00	\$ 336,000.00
4	Demolish Existing Concrete Walkway & Cap	1	LS	\$ 90,000.00	\$ 90,000.00	\$ 100,800.00	\$ 100,800.00
5	1-3 Ton Toe Stone	1000	TON	\$ 85.00	\$ 85,000.00	\$ 95.20	\$ 95,200.00
6	ODOT Type B Armor Stone	17000	TON	\$ 75.00	\$ 1,275,000.00	\$ 84.00	\$ 1,428,000.00
7	ODOT Type C Filter Stone	10000	TON	\$ 75.00	\$ 750,000.00	\$ 84.00	\$ 840,000.00
8	Quarry Run (ODOT Type D) Core Stone	36000	TON	\$ 58.00	\$ 2,088,000.00	\$ 64.96	\$ 2,338,560.00
9	Geotextile Fabric	1700	SY	\$ 7.00	\$ 11,900.00	\$ 7.84	\$ 13,328.00
10	Site Restoration	1	LS	\$ 29,000.00	\$ 29,000.00	\$ 32,480.00	\$ 32,480.00
				Total:	\$ 4,749,900.00		\$ 5,319,888.00

NEW STONE REVETMENT AT THE FORMER CON-AGRA PROPERTY				Great Lakes Demolition		Mark Haynes Construction	
Item	Item Description	Quantity	Unit	Unit Cost	Item Cost	Unit Cost	Item Cost
1	Mobilization	1	LS	\$ 120,000.00	\$ 120,000.00	\$ 265,000.00	\$ 265,000.00
2	Site Clearing	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 90,000.00	\$ 90,000.00
3	Demolish Existing Concrete Deck	1	LS	\$ 130,000.00	\$ 130,000.00	\$ 252,000.00	\$ 252,000.00
4	Demolish Existing Concrete Walkway & Cap	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 143,000.00	\$ 143,000.00
5	1-3 Ton Toe Stone	1000	TON	\$ 155.00	\$ 155,000.00	\$ 351.40	\$ 351,400.00
6	ODOT Type B Armor Stone	17000	TON	\$ 90.00	\$ 1,530,000.00	\$ 102.80	\$ 1,747,600.00
7	ODOT Type C Filter Stone	10000	TON	\$ 55.00	\$ 550,000.00	\$ 75.80	\$ 758,000.00
8	Quarry Run (ODOT Type D) Core Stone	36000	TON	\$ 45.00	\$ 1,620,000.00	\$ 50.50	\$ 1,818,000.00
9	Geotextile Fabric	1700	SY	\$ 4.00	\$ 6,800.00	\$ 2.30	\$ 3,910.00
10	Site Restoration	1	LS	\$ 45,250.00	\$ 45,250.00	\$ 18,500.00	\$ 18,500.00
				Total:	\$ 4,242,050.00	Total:	\$ 5,447,410.00

NEW STONE REVETMENT AT THE FORMER CON-AGRA PROPERTY

Shoreline Contractors

Toledo Caisson

Item	Item Description	Quantity	Unit	Shoreline Contractors		Toledo Caisson	
				Unit Cost	Item Cost	Unit Cost	Item Cost
1	Mobilization	1	LS	\$ 48,757.50	\$ 48,757.50	\$ 100,000.00	\$ 100,000.00
2	Site Clearing	1	LS	\$ 4,800.00	\$ 4,800.00	\$ 50,000.00	\$ 50,000.00
3	Demolish Existing Concrete Deck	1	LS	\$ 9,600.00	\$ 9,600.00	\$ 360,000.00	\$ 360,000.00
4	Demolish Existing Concrete Walkway & Cap	1	LS	\$ 2,400.00	\$ 2,400.00	\$ 360,000.00	\$ 360,000.00
5	1-3 Ton Toe Stone	1000	TON	\$ 65.00	\$ 65,000.00	\$ 140.00	\$ 140,000.00
6	ODOT Type B Armor Stone	17000	TON	\$ 63.00	\$ 1,071,000.00	\$ 125.00	\$ 2,125,000.00
7	ODOT Type C Filter Stone	10000	TON	\$ 59.00	\$ 590,000.00	\$ 65.00	\$ 650,000.00
8	Quarry Run (ODOT Type D) Core Stone	36000	TON	\$ 39.00	\$ 1,404,000.00	\$ 50.00	\$ 1,800,000.00
9	Geotextile Fabric	1700	SY	\$ 1.58	\$ 2,686.00	\$ 11.85	\$ 20,145.00
10	Site Restoration	1	LS	\$ 4,800.00	\$ 4,800.00	\$ 25,000.00	\$ 25,000.00
Total:					\$ 3,203,043.50	Total:	\$ 5,630,145.00



September 10, 2026

Stuart Hamilton
City of Huron
417 Main Street
Huron, Ohio 44839

Civil Engineers + Surveyors

260 Burns Road, Suite 100
Elyria, Ohio 44035
P 440 365 4730
F 440 365 4790
www.ksassociates.com

**RE: New Stone Revetment at the Former Con-Agra Property,
Bid Award Recommendation**

Dear Mr. Hamilton:

KS Associates, Inc. has reviewed the bid tabulation for The City of Huron for the New Stone Revetment at the Former Con-Agra Property Project. Four bids were received for the project on September 2, 2026. The lowest apparent bidder is Shoreline Contractors, Inc. with a bid of \$3,203,043.50.

The engineer's opinion of probable construction costs for the project was \$5,319,888. Two of the four bids received were below the engineer's estimate. The bids received are summarized below. A full bid tab is included in Attachment A.

Bidder	Base Bid
Shoreline Contractors LLC	\$3,203,043.50
Great Lakes Demolition Company, LLC	\$4,242,050.00
Mark Haynes Construction, Inc.	\$5,447,410.00
Toledo Caisson Corporation	\$5,630,145.00
Engineer's Opinion of Probable Construction Costs	\$5,319,888.00

The KS cost opinion was based on the quantities of material shown on the drawings and unit prices for the materials from recent armor stone revetment projects. It is not uncommon for bids to be below the engineer's cost opinion for large armor stone projects due to efficiencies in stone production and construction.

KS has designed multiple projects for which Shoreline Contractors LLC was the selected Contractor. These projects have ranged from small residential projects to large public projects.

Based upon our review of the bids and accompanying submittals, we find the low-bidder satisfactory to perform the work under this contract. Accordingly, KS recommends that Shoreline Contractors, Inc., be awarded a contract in the amount of \$3,203,043.50 to construct the New Stone Revetment at the Former Con-Agra Property.

If you have any questions, feel free to contact me at 419-239-5935 or cencerm@ksassociates.com.

Sincerely,

KS ASSOCIATES, INC.

Mark P. Cencer, P.E.
Director of Coastal Engineering

ATTACHMENT A

NEW STONE REVETMENT AT THE FORMER CON-AGRA PROPERTY RECEIVED BIDS

NEW STONE REVETMENT AT THE FORMER CON-AGRA PROPERTY				Engineer's Opinion of Probable Construction Cost		Great Lakes Demolition		Mark Haynes Construction		Shoreline Contractors		Toledo Caisson	
Item	Item Description	Quantity	Unit	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost
1	Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 120,000.00	\$ 120,000.00	\$ 265,000.00	\$ 265,000.00	\$ 48,757.50	\$ 48,757.50	\$ 100,000.00	\$ 100,000.00
2	Site Clearing	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 50,000.00	\$ 50,000.00	\$ 90,000.00	\$ 90,000.00	\$ 4,800.00	\$ 4,800.00	\$ 50,000.00	\$ 50,000.00
3	Demolish Existing Concrete Deck	1	LS	\$ 300,000.00	\$ 300,000.00	\$ 130,000.00	\$ 130,000.00	\$ 252,000.00	\$ 252,000.00	\$ 9,600.00	\$ 9,600.00	\$ 360,000.00	\$ 360,000.00
4	Demolish Existing Concrete Walkway & Cap	1	LS	\$ 90,000.00	\$ 90,000.00	\$ 35,000.00	\$ 35,000.00	\$ 143,000.00	\$ 143,000.00	\$ 2,400.00	\$ 2,400.00	\$ 360,000.00	\$ 360,000.00
5	1-3 Ton Toe Stone	1000	TON	\$ 85.00	\$ 85,000.00	\$ 155.00	\$ 155,000.00	\$ 351.40	\$ 351,400.00	\$ 65.00	\$ 65,000.00	\$ 140.00	\$ 140,000.00
6	ODOT Type B Armor Stone	17000	TON	\$ 75.00	\$ 1,275,000.00	\$ 90.00	\$ 1,530,000.00	\$ 102.80	\$ 1,747,600.00	\$ 63.00	\$ 1,071,000.00	\$ 125.00	\$ 2,125,000.00
7	ODOT Type C Filter Stone	10000	TON	\$ 75.00	\$ 750,000.00	\$ 55.00	\$ 550,000.00	\$ 75.80	\$ 758,000.00	\$ 59.00	\$ 590,000.00	\$ 65.00	\$ 650,000.00
8	Quarry Run (ODOT Type D) Core Stone	36000	TON	\$ 58.00	\$ 2,088,000.00	\$ 45.00	\$ 1,620,000.00	\$ 50.50	\$ 1,818,000.00	\$ 39.00	\$ 1,404,000.00	\$ 50.00	\$ 1,800,000.00
9	Geotextile Fabric	1700	SY	\$ 7.00	\$ 11,900.00	\$ 4.00	\$ 6,800.00	\$ 2.30	\$ 3,910.00	\$ 1.58	\$ 2,686.00	\$ 11.85	\$ 20,145.00
10	Site Restoration	1	LS	\$ 29,000.00	\$ 29,000.00	\$ 45,250.00	\$ 45,250.00	\$ 18,500.00	\$ 18,500.00	\$ 4,800.00	\$ 4,800.00	\$ 25,000.00	\$ 25,000.00
				Total:	\$ 4,749,900.00	Total:	\$ 4,242,050.00	Total:	\$ 5,447,410.00	Total:	\$ 3,203,043.50	Total:	\$ 5,630,145.00

RESOLUTION NO. 85-2026

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BASE BID AND ENTER INTO AN AGREEMENT WITH SHORELINE CONTRACTORS LLC FOR PROFESSIONAL CONSTRUCTION SERVICES RELATING TO THE NEW STONE REVETMENT AT THE FORMER CONAGRA PROPERTY PROJECT IN THE AMOUNT OF THREE MILLION TWO HUNDRED THREE THOUSAND FORTY-THREE AND 50/100 (\$3,203,043.50).

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to award the base bid and enter into an agreement with Shoreline Contractors LLC for professional construction services relating to the New Stone Revetment at the Former ConAgra Property Project in the amount of Three Million Two Hundred Three Thousand Forty-Three and 50/100 Dollars (\$3,203,043.50), a copy of which agreement is on file with the Clerk of Council.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Terri Welkener , Clerk of Council
RE: Resolution No. 86-2026 (*submitted by Doug Steinwart*)
DATE: September 22, 2026

Subject Matter/Background

AS SUBMITTED BY DOUG STEINWART, PARKS & RECREATION DIRECTOR:

The City of Huron Parks and Recreation Department is seeking funding to purchase and install a permanent, easy-to-operate sound system at the Huron Boat Basin Amphitheater. The proposed project will provide a reliable, weather-resistant audio system specifically designed for these community uses. The system will include outdoor speakers, a mixer/amplifier with Bluetooth capability, wired and wireless microphones, a Blu-ray/DVD player for the City's outdoor movie program, weather-resistant wiring and connections, surge protection, and a secure outdoor-rated enclosure to protect the equipment.

Grant funding from The Mylander Foundation will allow the City to make this equipment permanently available at the amphitheater, improving both the quality and accessibility of community programming.

The estimated equipment and materials cost is \$3,365.

Financial Review

Project will be accounted for from the Boat Basin 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. 86-2026 is in order.

[Resolution No. 86-2026 Mylander Foundation Grant Application South System \\$3,600 \(1\).docx](#)

[Resolution No. 86-2026 Exh 1 Mylander Foundation Grant Application.pdf](#)

RESOLUTION NO. 86-2026

Introduced by Mark Claus

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE MYLANDER FOUNDATION FOR THE PURCHASE OF A NEW OUTDOOR SOUND SYSTEM FOR THE HURON BOAT BASIN AMPHITHEATER IN AN AMOUNT NOT TO EXCEED THREE THOUSAND THREE HUNDRED SIXTY-FIVE AND XX/100 DOLLARS (\$3,365.00); AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD IN AN AMOUNT NOT TO EXCEED THREE THOUSAND THREE HUNDRED SIXTY-FIVE AND XX/100 DOLLARS (\$3,365.00), SHOULD THE APPLICATION BE SUCCESSFUL.

WHEREAS, the City of Huron desires to seek grant funding from the Mylander Foundation to help subsidize the purchase of new outdoor sound system equipment for Huron Boat Basin Amphitheater; and

WHEREAS, the City meets basic eligibility requirements for funding as the request meets the grant program guidelines; and

WHEREAS, the City seeks to enhance the quality and accessibility of the Huron Boat Basin Amphitheater through the purchase of a new outdoor sound system, which will improve ease of use, reliability and improved audio presentation for the benefit of Erie County residents and visitors; and

WHEREAS, the City of Huron has the authority to apply for financial assistance and to administer the amounts received from the Mylander Foundation.

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 Mylander Foundation to become eligible for potential funding assistance relating to the purchase of a new outdoor sound system to support Huron Boat Basin Amphitheater programming, in an amount not to exceed Three Thousand Three Hundred Sixty-Five and xx/100 Dollars (\$3,365.00).

SECTION 2. If grant funds are awarded, the City Manager is further authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Mylander Foundation for a grant in the amount not to exceed Three Thousand Three Hundred Sixty-Five and xx/100 Dollars (\$3,365.00), and which agreement shall be in substantially the form on file with the Clerk of Council.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

**THE MYLANDER FOUNDATION
GRANT APPLICATION
COVER PAGE**

Please type:

Organization City of Huron, Ohio, Parks & Recreation

Project Title Amphitheater Audio

Amount Requested \$3,649.00 **Employer Identification Number** 34-6400671

Address 417 Main Street **City, State, Zip** Huron, OH 44839

Telephone (419) 433-4848 **Telefax** _____ **E-mail** bryan.edwards@huronohio.us

Executive Director Doug Steinwart **Telephone** 419-433-4848

**Signature of Executive Director or
Person Approving Application** _____ **Date** _____

Grant Contact Person Bryan Edwards **Telephone** (419) 366-6001

Required Information

- 1) Please provide a project narrative (not to exceed 2 pages) answering the following, in this order:
- (a) Summarize the purpose of your project and explain how this grant will be used?
 - (b) Who will this project benefit and in what ways?
 - (c) How will The Mylander Foundation grant funds be used?
 - (d) How will the total cost of this project be funded?
 - (i) if the grant is denied?
 - (ii) if other sources of funding are needed for the project? Are these funds pending or have they been obtained, and from what sources? If you are seeking The Mylander Foundation grant as matching funds for another grant, please explain the terms of the matching grant.
 - (e) If the project is totally funded by grant(s) and the project is to be ongoing how will the project be supported and funded in the future years?
- (2) Completed Budget Form (provided on page 2 of this application)

Required Attachments

- (1) 501(c)(3) IRS determination letter. If you are a church, governmental or other entity covered by a group exemption, provide a copy of the group exemption letter and documentation of your inclusion within the group.
- (2) Current Form 990 or if you do not file Form 990, your most recent financial statement, and annual budget
- (3) Mission statement
- (4) List of board members

Timeline and Submission

Grants are awarded twice annually. **Application deadlines are April 16 and October 1**

Submit **1 original** of the completed application with cover sheet, narrative and budget form, **and 1 copy** of the required attachments to:

The Mylander Foundation
Eric M. Muehlhauser
165 E. Washington Row, Sandusky, Ohio 44870
Phone: 419-625-8324 Email: emuehlhauser@mylanderfoundation.org

Limit on Information: Please submit **only** requested information. Any additional information submitted as part of the grant application will not be considered. Please do not bind the pages of your application other than with a staple nor place your Application in a folder or jacket.

Extensive and voluminous supporting material will not be reviewed or considered by the Distribution Committee. **PLEASE BE BRIEF.**

Incomplete applications, faxed applications, or applications submitted after the deadline will not be considered.

Applicant organizations may be contacted for further information or documentation regarding the grant application. However, it is the policy of The Mylander Foundation Distribution Committee not to engage in discussion regarding outcomes of pending grant proposals.

**THE MYLANDER FOUNDATION
BUDGET FORM**

Directions: Please type the information on the Budget Form and attach to Project Narrative.

Total Project Cost Please list the entire cost of the project. The combined amounts of Column C and Column D will equal the total listed in Column B.

The Mylander Foundation Grant Request Please list the funds requested from The Mylander Foundation only in Column C.

Other Funding for Project Please list in Column D any additional funds from other sources needed to complete this project.

The Mylander Foundation Grant Funding is limited to the following:

Services	Any contracted services (for example, printing, professional advice, presenters, or independent contractor fees or special employees services) to be funded with this grant.
Supplies	Any supplies for the project to be paid for with funds from this grant.
Capital Improvements	Any property purchase, equipment, building materials or facility improvements of the project to be funded with this grant.
Other	Any costs that do not fit into the above categories. Please explain these costs in the program narrative.

Please note: The Mylander Foundation does not ordinarily make grants to fund salaries for organization employees.

Date project is to begin: 05/01/2027 **Completion Date:** 06/01/2027

A. Category	B. Total Project Cost	C. The Mylander Foundation Grant Request List amount and items to be purchased	D. Other Funding for Project List amount and items to be purchased
Services	\$0	N/A	N/A
Supplies	\$2,208	TASCAM amplifier - \$549 Outdoor speakers - \$762 Blu-Ray player - \$298 Microphones - \$508 Pre-amp mixers - \$131	N/A
Capital Improvements	\$1,117	Weatherproof enclosure - \$550 Wiring, electric, installation hardware - \$567	N/A
Other	\$0	N/A	N/A
Total Project Cost [B = C + D]	\$3,365		

(a) Summarize the purpose of your project and explain how this grant will be used.

The City of Huron Parks and Recreation Department is seeking funding to purchase and install a permanent, easy-to-operate sound system at the Huron Boat Basin Amphitheater. Located along the Huron River in downtown Huron, the amphitheater serves as an important outdoor gathering space for residents, visitors, families, nonprofit organizations and community groups throughout the year.

Currently, the amphitheater does not have a dedicated permanent sound system suitable for movies, public announcements, presentations, ceremonies and smaller community programs. Organizations using the facility must either provide their own equipment or rely on temporary audio solutions. Larger concerts will continue to utilize professional sound systems provided by the performers; however, many of the amphitheater's other programs do not require a full concert production system.

The proposed project will provide a reliable, weather-resistant audio system specifically designed for these community uses. The system will include outdoor speakers, a mixer/amplifier with Bluetooth capability, wired and wireless microphones, a Blu-ray/DVD player for the City's outdoor movie program, weather-resistant wiring and connections, surge protection, and a secure outdoor-rated enclosure to protect the equipment.

Grant funding from The Mylander Foundation will allow the City to make this equipment permanently available at the amphitheater, improving both the quality and accessibility of community programming.

(b) Who will this project benefit and in what ways?

The project will benefit residents of Huron and surrounding communities, visitors to the Huron Boat Basin, families attending community events, nonprofit organizations, local schools, civic groups and other organizations utilizing the amphitheater.

The Huron Boat Basin Amphitheater hosts a wide variety of free public programming throughout the summer, including Movies by the River, Arts at the Amphitheater, Boppin' on the Basin, community ceremonies, school events, youth activities and special events. The facility also works with community organizations and partners that use the amphitheater for public programming.

A dedicated sound system will improve speech clarity and allow audiences throughout the amphitheater to hear announcements, presentations, movies and other programming more easily. It will also simplify event setup, reduce the need to repeatedly transport and connect temporary equipment, and provide community organizations with access to professional-quality audio equipment without requiring them to rent or purchase their own system.

Ultimately, the project will enhance the visitor experience while helping the City continue providing accessible community programming in one of Huron's most heavily used public gathering spaces.

(c) How will The Mylander Foundation grant funds be used?

The Mylander Foundation grant funds will be used specifically for the purchase of sound system equipment and associated installation materials for the Huron Boat Basin Amphitheater.

The proposed system includes a TASCAM mixer/amplifier with Bluetooth capability, weather-resistant JBL outdoor speakers, wired and wireless microphones, a compact microphone mixer, Blu-ray/DVD player, a lockable weather-resistant equipment enclosure, outdoor-rated speaker cable, HDMI connectivity, weather-rated connections, surge protection, and related installation materials.

The estimated equipment and materials cost is \$3,365.

(d) How will the total cost of this project be funded?

The City is requesting that The Mylander Foundation fund the equipment and materials associated with this phase of the project. The project has been intentionally designed using durable commercial equipment while keeping the overall cost reasonable.

(i) If the grant is denied:

If funding is not awarded, the City would continue seeking outside funding through other community grants, sponsorships, donations, or future Parks and Recreation funding opportunities. Depending upon available resources, the project could also be completed in phases. Without grant assistance, however, implementation would likely be delayed.

(ii) If other sources of funding are needed:

The current Mylander Foundation request is intended to cover the planned equipment and material costs for the project. If additional expenses are identified during installation, such as specialized electrical or professional installation work, the City would seek to cover those expenses through available Parks and Recreation resources or other outside funding opportunities.

At this time, this request is not being submitted as a required match for another grant program.

(e) If the project is totally funded by grant(s) and the project is to be ongoing, how will the project be supported and funded in future years?

The grant would fund the initial purchase of durable equipment that is expected to provide many years of service. Once installed, the sound system will become part of the Huron Boat Basin Amphitheater's permanent equipment inventory.

The City of Huron Parks and Recreation Department will be responsible for the ongoing operation, routine maintenance, storage, and protection of the equipment. The system is being designed with commercial-grade, weather-resistant components and a secure outdoor-rated enclosure to minimize maintenance needs and extend the useful life of the equipment.

Future routine maintenance and replacement of smaller components will be incorporated into normal facility operations and Parks and Recreation budgeting as needed. Because this grant would fund a one-time capital equipment purchase rather than an ongoing program expense, continued grant funding will not be necessary for the normal operation of the system.