



Trey Hardy
Councilmember

Christine Crawford
Councilmember

Joe Dike
Councilmember

Sam Artino
Mayor

Monty Tapp
Vice-Mayor

Mark Claus
Councilmember

Joel Hagy
Councilmember

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, December 22, 2020 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

LIVESTREAM MEETING INFORMATION Pursuant to Resolution No. 2020-44 adopted by the Huron City Council on June 17, 2020, this regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live-streamed on the City of Huron's YouTube channel. The public is free to access, observe and hear the discussions and deliberations of all members of City Council via the following link:

<https://www.youtube.com/channel/UCpRAV-AnmIA6lfukQzKakQg>

Please note that as all large public gatherings remain prohibited pursuant to Orders of the Ohio Department of Health and President Trump's coronavirus guidelines, participation in person is highly discouraged. All persons entering the building for the Council Meeting will be required to wear a face mask and subjected to a temperature screening prior to being granted entry.

A public comments section is included on the meeting agenda. Public participation is protected through submission of comments and questions to the Clerk of Council by phone (419-433-5000 ext. 104) or via e-mail (terri.welkener@huronohio.us) on or before 3:00pm on the day of the meeting of Council. Such comments or questions will be shared with all members of Council and the Clerk of Council will read aloud the name, address and subject matter of each submission. Full copies of comments and questions will be available at the office of the Clerk of Council and will be attached to the minutes for the subject meeting. *Anyone wishing to be heard during the meeting must make arrangements with the Clerk of Council by calling (phone: 419-433-5000, ext. 1102) or via e-mail (terri.welkener@huronohio.us) on or before 3:00pm on Tuesday, December 22, 2020. Such participation, unless otherwise authorized, must be by telephone. If anyone is unable to participate by phone for any reason, limited exceptions for personal attendance may be authorized.*

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 Regular Council Meeting of November 24, 2020

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. Tabled Legislation

V.a Ordinance No. 2020-17

An ordinance authorizing the City Manager to enter into an agreement with AMP Transmission, LLC relating to sale of transmission assets.

VI. Old Business

VII. New Business

VII.a Ordinance No. 2020-42

An ordinance amending the traffic code to acknowledge removal of the traffic signal at the intersection of US Route 6 and Berlin Rd.

VII.b Resolution No. 2020-81

A resolution adopting recommendations for the repair and marking of US Route 6 recommended by ODOT.

VII.c Ordinance No. 2020-38

An ordinance authorizing the City Manager to enter into a Community Reinvestment Area Agreement with Aldridge Boutique LLC dba MOCO Boutique.

VII.d Ordinance No. 2020-39

An appropriations, additional resources and cash transfers ordinance.

VII.e Ordinance No. 2020-40

An ordinance establishing Fund No. 207 - Parks and Recreation Fund.

VII.f Ordinance No. 2020-41

An ordinance creating Fund No. 201 - Garbage, Recycling and Yard Waste Fund.

VII.g Resolution No. 2020-82

A resolution authorizing extension of OHM Advisors' contract for engineering services.

VIII. City Manager's Discussion

IX. Mayor's Discussion

X. For the Good of the Order

XI. Executive Session(s)

XII. Adjournment



TO: Mayor Artino and City Council
FROM: Terri Welkener, Clerk of Council
RE: Ordinance No. 2020-17
DATE: December 22, 2020

Subject Matter/Background

In 2018, the City through Huron Public Power financed the construction of a 50 MW electrical substation in anticipation of the development of Mucci Farms. The substation was constructed at a cost of \$3.5 million and funded utilizing revenue backed taxable notes. Mucci Farms electrical rate was established in order to ensure the full cost of the substation was recouped by the City over the time frame of the agreement.

The City utilizes American Municipal Power (AMP) as its energy supplier for its electrical distribution system. In 2018, AMP expanded their organizational structure to include a transmission operation. As a transmission provider, AMP is able to better control the cost and quality of infrastructure for the transmission portion of the electrical distribution system, ultimately assisting its member communities to improve our competitiveness.

After roughly 10 months of due diligence, the administration is proposing the attached asset purchase agreement, land lease, and operations and maintenance agreement. The premise of the arrangement is as follows:

- AMP-T takes ownership of the transmission assets of the substation (aerial highlight rough estimate of the infrastructure)
- AMP-T pays the City net book value at time of closing for those assets - funds utilized for immediate principal payoff of the City's outstanding debt
- AMP-T constructs an additional service redundancy and gains regulatory approval for what is considered "integrated" transmission
- Huron Public Power maintains the distribution portion of the substation, including the transformers and all of the infrastructure from the substation to the customer delivery points.
- Huron Public Power remains the utility provider (including the financial beneficiary of all HPP activity)
- AMP-T takes over all operations and maintenance of the transmission assets portion of the substation going forward (at its cost)
- AMP-T will update the current CT meter at the entry point to HPP to expand our overall capacity beyond current First Energy limit of 36 MW
- AMP-T will have a land lease to ensure they have appropriate access to the land that houses the transmission assets at the substation site
- HPP system to become more reliable with construction of a secondary feed (redundant service line)

The agreement and negotiations have been spearheaded through my office and in coordination with the Law Department. Due to the complexity of the arrangement and at the recommendation of the Law Department, we engaged an outside firm (Bricker & Eckler, LLP) with specialization and experience with public power operations and AMP-T transactions to provide a final review of the agreement and Mucci Farms rate agreement for a total cost not to exceed \$9,900. The costs of this are financed through electrical proceeds.

This concept has been presented and discussed with the Finance Committee at multiple meetings, including a

joint session of the Committee and Council. In addition, representatives from other communities that have authorized transactions with AMP-T have attended and provided additional feedback on the process. The administration is inviting representatives from AMP-T to an upcoming Council meeting to ensure an additional comment period.

Financial Review

The financials of this agreement have been discussed with the Finance Committee and Council over the past 6 months. The draft agreement does not change Staff's recommendation to move forward with selling the transmission assets to AMP-T. It is important to note that selling Huron Public Power's transmission assets would have no impact on the utility side of Huron Public Power. Huron Public Power would still be the utility - we would just be changing who owns the transmission assets that get the power to us. All financial activity would remain Huron Public Power's.

The sale of assets would accelerate the City's paydown of the debt by 3-4 years. This would result in a \$150,000 savings on interest payments and cost of debt issuance. Sale of the transmission assets would shift the liability for metering to the new owner of the transmission assets - shifting \$100,000-\$150,000 worth of cost off the City's liability sheet. The sale of assets could reduce the City's cost of overhead, maintenance, and contractual services currently incurred on the transmission assets. The liability cost for maintenance and operation of the transmission assets, including metering to serve Mucci's Phase 3 and expansion of Huron Public Power related to the transmission assets, would be shifted to the new owner. In addition, certain administrative costs that the City would have been responsible for would be shifted.

More details on the financials will be included in the 2021 budget and discussed with the Finance Committee during this year's budget meetings.

Legal Review

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

Recommendation

If Council is in agreement, a motion to adopt Ordinance 2020-17 as an emergency measure is in order.

[Ordinance No. 2020-17.doc](#)

ORDINANCE NO. 2020-17

Introduced by: Trey Hardy

AN ORDINANCE AUTHORIZING AND PRESCRIBING THE MANNER OF SALE OF A PORTION OF HURON PUBLIC POWER SUBSTATION TRANSMISSION ASSETS, OWNED BY THE CITY OF HURON, LOCATED ON PPN. 42-00120.00 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF THAT PORTION OF PROPERTY TO AMP TRANSMISSION, LLC.

WHEREAS, the City owns certain property comprising the transmission assets portion of Huron Public Power Substation located on PPN: 42-000120.00, and more particularly described in Exhibit “A” to the Agreement defined herein (the Property); and

WHEREAS, this Council has received a proposal from AMP Transmission, LLC requesting to purchase the Property and has carefully reviewed and considered such proposal; and

WHEREAS, this Council desires to sell the Property,

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

SECTION 1. That, pursuant to the Constitution of the State and the Charter of the City, the manner and procedure for the sale of the Property are prescribed and established by this Ordinance. This Council hereby determines that the Property is not needed for public use. This Council further determines that, following its review and full consideration of the proposal to purchase the Property, it is in the best interest of the City to sell the Property to AMP Transmission, LLC, under the terms generally of the Purchase Agreement, which agreement shall be substantially in the form of Exhibit “A” attached hereto and made a part hereof.

SECTION 2. That the City Manager is authorized and directed to complete negotiations with AMP Transmission, LLC, for the sale of the Property and to enter into and sign the Agreement on behalf of the City in substantially the form of Exhibit “A”. The Agreement is approved with changes therein not inconsistent with this Ordinance and not substantially adverse to the City that shall be approved by the City Manager; provided that the approval of those changes by the City Manager, and their character is not being substantially adverse to the City, shall be conclusively evidenced by the signing of the Agreement. The City Manager is further authorized and directed to sign any leases, easements, ground leases, certificates, financing statements, assignments, or other documents and instruments and to take such actions as are, in the opinion of legal counsel to the City, necessary or appropriate to consummate the transactions contemplated by this Ordinance and the Agreement. The City Manager is further authorized to take any actions on behalf of the City that are required or permitted to be taken by the City under or pursuant to this Ordinance, the Agreement or any related deed during the period those documents are in effect.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with the law.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Ordinance No. 2020-42
DATE: December 22, 2020

Subject Matter/Background

In order to legally recognize the removal of the traffic signal at the intersection of Berlin Road and US6, the City must update its traffic laws to reflect the change. Upon adoption, this ordinance officially modifies the traffic laws of the City to reflect the new 2-way stop configuration completed as part of the first phase of the US 6 repaving project.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Ordinance No. 2020-42 as an emergency measure is in order.

[Ordinance No. 2020-42.docx](#)

ORDINANCE NO. 2020-42

Introduced by: Monty Tapp

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 305.01, TRAFFIC CONTROL MAP, AND CODIFIED ORDINANCE SECTION 305.02, TRAFFIC CONTROL FILE, AND DECLARING AN EMERGENCY.

WHEREAS, in May 2020, construction on Phase I of the project for repaving of U.S. Route 6 through the City (the “Project”) began in conjunction with the Ohio Department of Transportation (“ODOT”); and

WHEREAS, during the Project, and in conjunction with ODOT, certain modifications to the traffic patterns were required to be made; and

WHEREAS, as a result of these changes, the traffic light at the intersection of Berlin Road and U.S. Route 6, also known as Cleveland Road East, was removed and stop signs were placed upon Berlin Road at the intersection of Route 6/Cleveland Road E.;

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

Section 1: That pursuant to Codified Ordinance Section 305.03(b), Amendments, amendments are hereby made to Codified Ordinance 305.01, Traffic Control Map, and Codified Ordinance Section 305.02 as follows:

Traffic at the intersection of Berlin Road and U.S. Route 6, also known as Cleveland Road East shall hereinafter be controlled by stop signs placed upon Berlin Road at the intersection of Route 6/Cleveland Road E., with Route 6/Cleveland Road E having the primary, unimpeded right-of-way.

Section 2: That the Director of Safety shall oversee the erection, removal, and maintenance of only those authorized traffic control signals and devices as are necessary to regulate, warn, or guide traffic in accordance with the provisions of this Ordinance.

Section 3: That the Division of Police shall amend the Traffic Control Map and Traffic Control File in accordance with the provisions of this Ordinance.

Section 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that, in order to effectively control traffic within the municipality, it is imperative this Ordinance be effective immediately; WHEREFORE, this Ordinance shall be in full force and effect from and immediately after its adoption and upon posting of the authorized traffic control signals and devices to regulate, warn or guide traffic in accordance with the provisions of this Ordinance.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 2020-81
DATE: December 22, 2020

Subject Matter/Background

As part of the first phase of the US 6 repaving project, the City worked with ODOT to temporarily modify the traffic pattern of the stretch from Williams St. to Berlin Road. The modification that's been approved for temporary use is what's referred to as a "road diet" which modifies a 4-lane traffic system to a 2-lane traffic system with a center turn lane. In addition, the remaining space within the right-of-way allowed for the inclusion of 6-ft. wide bike lanes in either direction.

Similar to the previous piece of legislation, adopting this Resolution acknowledges the new traffic pattern as being duly in effect and enforceable for safety service departments. As was discussed at the time of implementation, the road diet traffic pattern is only a trial at this point in time. Council will be making final determination on whether to keep the traffic pattern or go back to the original 4-lane system in 2021.

Road diet treatments are utilized to improve safety through reducing conflict points, reducing overall speed, and providing safer multi-modal transportation opportunities. The temporary trial period provides the community the opportunity to physically experience the new system and for Council to obtain actual field data.

Legal Review

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

Recommendation

If Council is in agreement, a motion to adopt Resolution 2020-81 is in order.

[Resolution No. 2020-81.docx](#)

RESOLUTION NO. 2020-81

Introduced by: Monty Tapp

A RESOLUTION TO ADOPT THE RECOMMENDATIONS FOR THE REPAIR AND MARKING OF U.S. ROUTE 6 AS RECOMMENDED BY THE OHIO DEPARTMENT OF TRANSPORTATION.

WHEREAS, in May 2020, construction on Phase I of the project for repaving of U.S. Route 6 through the City (the “Project”) began in conjunction with the Ohio Department of Transportation (“ODOT”); and

WHEREAS, during the Project, and in conjunction with ODOT, certain modifications to the existing road layout resulted in temporary lane closures and restrictions while the work was underway;

WHEREAS, during the Project, a recommendation was made by ODOT to permanently reduce the four-lane highway to a two-lane road with a dedicated turning lane and a dedicated multi-modal path on the far side running in both directions was discussed to allow for the safe passage of bicycle, pedestrian, and other non-motor vehicle traffic to encourage the use of such non-vehicular modes of transportation; and

WHEREAS, the City wishes to implement ODOT’s recommendations on a temporary basis to consider its effectiveness and suitability to the City’s needs;

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

SECTION 1: That Council hereby adopts the recommendations of the Ohio Department of Transportation to modify the number and use of lanes on U.S. Route 6 through the City of Huron by utilizing pavement striping/markings and signs where necessary to create and identify lanes for motor vehicle and non-motor vehicle traffic on a trial basis to determine its effectiveness and suitability to the City’s needs.

SECTION 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Artino and City Council
FROM: Terri Welkener , Clerk of Council
RE: Ordinance No. 2020-38
DATE: December 22, 2020

Subject Matter/Background

Aldridge Boutique LLC (dba MOCO Boutique), currently located in Commerce Plaza, submitted an application for economic development assistance through a property tax abatement utilizing the City's Community Reinvestment Area (CRA) Program. All applications for utilization of the CRA go through the Tax Incentive Review Council (TIRC), the Huron School Board and City Council. The TIRC met with the applicant and recommended that the parties approve a 15-year abatement with 5 incremental phases: years 1-5 at 75%, years 6-10 at 50%, and years 11-15 at 25%. The agreement was then presented to and approved by the School Board on December 15th.

The specifics of the projection relative to job retention and anticipated project investment can be found within the application.

Financial Review

The CRA will not have a negative financial impact to the City, as this project will immediately increase property tax income in the General Fund, and only increase property tax revenue through the years based on the phased out approach.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Ordinance 2020-38 as an emergency measure is in order.

[Ordinance No. 2020-38.doc](#)
[CRA Agreement MOCO Boutique.pdf](#)

ORDINANCE NO. 2020-38

Introduced by: Christine Crawford

AN ORDINANCE RATIFYING THE COMMUNITY REINVESTMENT AREA AGREEMENT WITH ALDRIDGE BOUTIQUE LLC (DBA MOCO BOUTIQUE); AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMMUNITY REINVESTMENT AREA AGREEMENT SUBSTANTIALLY IN THE FORM ATTACHED TO THIS ORDINANCE UPON EXPIRATION OF THE 14-DAY REVIEW PERIOD PROVIDED FOR UNDER SECTION 5709.83 OF THE OHIO REVISED CODE; AND DECLARING AN EMERGENCY

WHEREAS, the Huron City Council (“Council”) established a Community Reinvestment Area (“CRA”) by the passage of Ordinance No. 2008-10 adopted on May 13, 2008, as repealed and readopted by Ordinance No. 2008-22 adopted July 22, 2008;

WHEREAS, the City has received a request for tax abatement within the CRA for construction of a new facility on property to be acquired by Aldridge Boutique, LLC (dba MOCO Boutique) (hereinafter “MOCO”);

WHEREAS, MOCO will construct and equip a new facility on their property located in the corporate park with a total investment of approximately \$2,700,000;

WHEREAS, on December 1, 2020 the City’s Tax Incentive Negotiating Committee met to consider the proposed application, and the Committee unanimously resolved to recommend approval of the proposed tax abatement for a period of fifteen (15) years at 75% for years 1-5, at 50% for years 6-10, and at 25% for years 11-15;

WHEREAS, the EHOVE Joint Vocational School District and its Board of Education have been notified in accordance with Section 5709.83 of the Ohio Revised Code (Agreement Exhibit B) and given a copy of the Application; and

WHEREAS, the Huron City School District and its Board of Education have been notified and given a copy of the Application and a draft of this agreement and have further been notified that abatement granted under this Agreement exceeds limitations imposed by Ohio Revised Code Section 3735.671(A)(2) (Agreement Exhibit C). The Huron City School District Board of Education unanimous approved the Agreement on December 15, 2020, a copy of which approval is attached as Agreement Exhibit D; and

WHEREAS, it is deemed necessary in order to provide for the immediate preservation of the public health, safety and general welfare of the citizens of the City and to provide for the economic development of the City by adopting this Ordinance as an emergency measure to assure the beginning of the construction of the aforesaid facility and the timely completion thereof;

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

SECTION 1. That this Council hereby approves the CRA Agreement substantially pursuant to the terms and conditions contained in each, copies of which are on file in the office of the Clerk of Council and attached to this Ordinance as Exhibit "A".

SECTION 2. That upon expiration of the 14-day review period relating to the notifications sent to EHOVE Joint Vocational School District and its Board of Education and the Huron City Schools and its Board of Education, the City Manager be, and he hereby is, authorized and directed to execute the CRA Agreement with MOCO, which agreement shall be in substantially the form of Exhibit "A".

SECTION 3. That, if any section, phrase, sentence or portion of this Ordinance is, for any reason, held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law, including ORC Sec. 121.22.

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

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

COMMUNITY REINVESTMENT AREA AGREEMENT

This Agreement made and entered into by and between the City of Huron, Ohio, an Ohio municipal corporation with a Council-Manager form of government, with its main offices located at 417 Main Street, Huron, Ohio 44839 (hereinafter "City"), and Aldridge Boutique LLC dba MOCO Boutique, (hereinafter "Company"), an Ohio limited liability company presently located at 422 Cleveland Road East, Huron Ohio 44839, WITNESSETH;

WHEREAS, the City has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, the Company desires to relocate its existing facility located at 422 Cleveland Road East, Huron, Ohio 44839 to approximately 6 acres situated at 1708 Sawmill Parkway, Huron, Ohio 44839 (hereinafter "Project") and is further described as being Erie County, Ohio permanent parcel number 42-02023.000 within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the City Council of the City of Huron, Ohio by Ordinance No. 2008-10 adopted June 10, 2008 designated the area as a "Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective August 18, 2008, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance No. 2008-10 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as Community Reinvestment Area Number 043-37016-01 under said Chapter 3735; and

WHEREAS, the City of Huron having the appropriate authority for the stated type of project is desirous of providing the Company with incentives available for the development of the Project in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the Company has submitted a proposed agreement application (hereinafter referred to as "Application" and attached as **Exhibit "A"**) to the City of Huron; and

WHEREAS, the Company has remitted the required State application fee of \$750.00 made payable to the Ohio Development Services Agency with the Application to be forwarded to said department with a copy the final agreement; and

WHEREAS, the City Manager of the City has investigated the application of the Company and has recommended the same to the Council of the City on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the City of Huron; and

WHEREAS, on December 1, 2020, the City's Tax Incentive Negotiating Committee (the "Committee") met and unanimously voted to recommend that the Agreement be approved consistent with the terms enumerated below; and

WHEREAS, the EHOVE Joint Vocational School District and its Board of Education have been notified in accordance with Section 5709.83 of the Ohio Revised Code (**Exhibit B**) and given a copy of the Application; and

WHEREAS, the Huron City School District and its Board of Education have been notified, given a copy of the Application and informed that abatement granted under this Agreement exceeds limitations imposed by Ohio Revised Code Section 3735.67.1(2) (**Exhibit C**) and in accordance with Ohio Revised Code Section 3735.67.1(1) the Huron City School District Board of Education has approved the terms of the Agreement by formal resolution on December 15, 2020. Said resolution is incorporated herein by reference and attached as **Exhibit D**; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

Section 1: The Company shall construct and relocate its business from 422 Cleveland Rd. E., Huron, Ohio 44839 to the Huron Corporate Park, Parcel Number 42-02023.00, approximately 6 acres located at 1708 Sawmill Parkway, Huron, Ohio 44839. Said improvements shall be constructed and equipped on land further described as being Erie County, Ohio permanent parcel number 42-02023.000.

The Project consists of the aforementioned construction of the 40,000 square foot facility, installation of certain new furniture and fixtures as appropriate for e-commerce sales and warehousing of additional inventory. The Project will involve a total investment by the Property Owner and/or Company of \$2,727,000. Included in this investment is \$287,000 for real property purchase; \$1,500,000 for new construction; \$90,000 for improvement to existing building site; \$50,000 for furniture and fixtures; and \$800,000 in additional inventory. Additionally, the Project includes the transfer of existing inventory relocated from the Company's existing location.

No abatement shall be granted for the current appraised value of the existing land or the current real property improvements nor is any abatement granted for the value of machinery, equipment, furniture and fixtures or other items taxed as personal property whether currently owned or hereinafter acquired. At no time during the abatement period can the valuation of the real property drop below \$375,000.

The Project shall commence upon execution of this agreement and all acquisition, construction and installation will be completed by December 31, 2021 or such later date as may be approved by formal resolution of the Huron City Council and agreed to in writing by all parties as an amendment to this Agreement.

Section 2: The Company, at the date of this Agreement, has twenty-one (21) full-time employees and twelve (12) part-time employees at its existing location. The Company will transfer all twenty-one (21) full-time employees and twelve (12) part-time employees from the

existing location to the Project. The total current payroll of the Company at its existing location is \$564,000 per year.

Section 3: The Company shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the Company's compliance with this Agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code, employment records or any other records that may be reasonably requested by the Council or its designated representative(s).

Section 4: Subject to compliance by the Company in all material respects with its obligations under this Agreement, the City hereby grants to the Company a tax exemption for eligible real property improvements made to the Project Site to a maximum appraised value of \$1,500,000 pursuant Section 3735.67 of the Ohio Revised Code for the increased appraised valuation of property improved as a result of construction and completion of the Project as follows:

| <u>Year of Tax Exemption</u> | <u>Percentage of Appraised Valuation of Real Property Improvements Exempted</u> |
|------------------------------|---|
| 1 | 75% |
| 2 | 75% |
| 3 | 75% |
| 4 | 75% |
| 5 | 75% |
| 6 | 50% |
| 7 | 50% |
| 8 | 50% |
| 9 | 50% |
| 10 | 50% |
| 11 | 25% |
| 12 | 25% |
| 13 | 25% |
| 14 | 25% |
| 15 | 25% |

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. Each appraisable improvement will receive a fifteen (15) year exemption period. Notwithstanding the foregoing, no real property tax exemption for the Project shall commence after January 1, 2022 nor extend beyond December 31, 2036.

Section 5. It is the responsibility of the Company to file, as appropriate, tax form DTE 24 or any other appropriate tax forms with the Erie County Auditor to effect and maintain the real property exemption covered in the agreement.

Section 6. The Company hereby agrees to pay an annual monitoring fee to the Erie County Regional Planning Commission in the amount of five hundred dollars (\$500).

The fee shall be invoiced by and be payable to the Erie County Regional Planning Commission, once per year for each year this agreement is effective and is payable as follows: The fee is to be paid in cash or by check to the Erie County Regional Planning Commission by April 15 following each year the Agreement is in effect or at such later date as may be approved in writing by the City of Huron. The fee is to be paid by check made payable to the Erie County Regional Planning Commission.

This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 3735.671(D) of the Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Revised Code exclusively for the purposes of performing the duties prescribed under that section.

Section 7: The Company shall pay such real, commercial activities tax and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns, all incentives granted under this agreement are rescinded beginning with the year for which such unpaid taxes are charged or such reports or returns are required to be filed and thereafter.

Section 8: The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9: If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the Huron City Council revokes the designation of the zone, entitlement granted under this agreement shall continue for the number of years specified under this agreement, unless the Company materially fails to fulfill its obligations under this Agreement.

Section 10: If the Company materially fails to fulfill their obligations under this Agreement or if the City determines that the certification as to delinquent taxes required by this agreement is fraudulent the City may terminate or modify the exemptions from taxation granted under this agreement.

Section 11: The Company hereby certifies that, at the time this agreement is executed, they do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which it is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, that the Company is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such petition has been filed against the Company. For the purpose of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

Section 12: The Company affirmatively covenants that it does not owe: (a) any delinquent taxes to the State of Ohio or a political subdivision of the State; (b) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (c) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Section 13: The Company and the City of Huron acknowledge that this agreement must be approved by formal action of Huron City Schools and the Huron City Council as a condition for the agreement to take effect. This Agreement takes effect upon such approvals by the Schools and the Huron City Council and execution by the parties hereto.

Section 14: The City of Huron has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in their operations. By executing this agreement, the Company is committing to follow non-discriminating hiring practices agreeing that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 15: Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Company, any successor property owner, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Sections 5709.62, 5709.63 or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or any of those sections.

Section 16: The Company affirmatively covenants that they have made no false statements to the State or local political subdivision in the process of obtaining approval for Community Reinvestment Area incentives. If any representative of the Company has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, the Company shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Section 17: Neither the City nor Company shall be considered in default of its obligations hereunder in the event of delay in performance of such obligations due to causes beyond its control without its fault or negligence, including but not restricted to acts of God, acts of the Federal or State government, acts of the other party, fires, floods, strikes, freight embargoes or unusually severe weather; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time for performance of the obligations by the parties hereto shall be extended for the period of the delay.

Section 18: Any notices, statements, acknowledgments, consents, approvals, certificates or requests on behalf of either party shall be made in writing and addressed as follows:

AS TO THE CITY OF HURON:

Huron City Council
Attention: City Manager
417 Main Street
Huron, Ohio 44839

With copy to:

Erie County Regional Planning
Attention: Enterprise Zone Manager
2900 Columbus Avenue
Sandusky, Ohio 44870

AS TO THE COMPANY:

Aldridge Boutique LLC dba MOCO Boutique
422 Cleveland Road East
Huron, Ohio 44839

or to such other contact or address as may be specified by such notice from time to time in writing.

Section 19: This Agreement is not transferable or assignable without the express, written approval of the Huron City Council.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, The CITY OF HURON, OHIO by Matthew Lasko, its City Manager, pursuant to Ordinance No. 2020-__, and ALDRIDGE BOUTIQUE LLC DBA MOCO BOUTIQUE by Morgan Aldridge, its sole member, have caused this instrument to be executed effective as of this ____ day of December, 2020.

THE CITY OF HURON, OHIO

Witness

By: _____
Matthew Lasko, City Manager

**ALDRIDGE BOUTIQUE LLC
DBA MOCO BOUTIQUE**

Witness

By: _____
Morgan Aldridge, Sole Member

Approved as to form:

Todd Schrader, Law Director

EXHIBIT A
CRA APPLICATION FROM COMPANY

**PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the
CITY OF HURON located in the County of Erie and ALDRIDGE BOUTIQUE LLC (DBA
MOCO BOUTIQUE)**

1. **a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).**

Address:

422 Cleveland Road East
Huron, Ohio 44839

Telephone:

419-602-7285

b. Project site:

1708 Sawmill Parkway
Huron, Ohio 44839

Contact Person:

Corey Aldridge
coreymaldridge@gmail.com
419-602-7285

-or-

Anna Marie Murray
annamariemurray@shopmoco.com
415-298-5101

2. **a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.**

- E-Commerce Sales and warehousing.
- The majority of the space will be used as a warehouse for clothing, accessories and home goods sold by MOCO Boutique. All items sold will be received into this warehouse and then will in turn be shipped out from this facility to our customers when sold via our online/live platform. This facility will also house the sales and business offices for MOCO Boutique.

- b. List primary 6 digit North American Industry Classification System (NAICS) # Business may list other relevant SIC numbers.**

- NAICS#

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred:**

- Not applicable as this is the relocation of a current business in its entirety from one location to another within the same City.

- d. Form of business of enterprise (corporation, partnership, proprietorship, or other).**

- For Profit, Limited Liability Corporation

3. Name of principal owner(s) or officers of the business.

- Morgan Aldridge, Owner

4. a. State the enterprise's current employment level at the proposed project site:

- MOCO Boutiques current employee base is a total of 33 employees (21 full time and 12 part time employees) who will all relocate to the new Sawmill Parkway location

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Indicate yes or no

- Yes it is a relocation from one location to another, however, both of the locations are within the City of Huron.

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

- All inventory and employees will relocate:

From:

422 Cleveland Road East
Huron, Ohio 44839

To:

1708 Sawmill Parkway
Huron, Ohio 44839

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

- 21 full time permanent employees
- 12 part time permanent employees
- 0 full-time temporary employees
- 0 part-time temporary employees

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

- Relocating all 33 employees located at 422 Cleveland Road East to new Sawmill Parkway location

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

- Relocating all 33 MOCO Boutique employees from 422 Cleveland Road East to

the new location at Sawmill Parkway.

- All inventory and warehouse equipment will be relocated to the Sawmill Parkway location.

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes No

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

Yes No

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes No

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheet)

- Not Applicable

6. Project Description:

- MOCO Boutique plans to purchase a 6-acre parcel located at 1708 Sawmill Parkway to construct an estimated 40,000sq foot commercial building to accommodate their corporate offices and warehouse space.
- The site is currently under site control via a purchase and sale agreement.
- MOCO Boutique will relocate from their current 4 leased warehouses located in the Huron Drugmart plaza totaling approximately 11,500 sq feet to the new warehouse location at Sawmill Parkway.
- The site construction will include the following:
 - Demolition of the existing 7,500-8,000 square foot blighted building and scrapping the site of all existing cracked hardscape.
 - Expanded office space of approx. 8000 sq feet housing administration and executive Personnel: CEO, COO, HR and Sales.
 - Warehouse space, approx. 32,000 square feet to house inventory.
 - Construction of new parking lot and landscaping installation.
- This new construction will provide room for the company to grow and potentially expand its product offerings.

7. **The project will begin Winter 2020 and be completed Spring/Summer 2021 provided a tax exemption is provided.**

8.

a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

- Aldridge Boutique has undergone significant growth over the past 12 months. Just 12 months ago we had 8 employees and were operating out of our basement in Strongsville, OH. Since then we have moved our business to Huron, OH. Today we have 33 (21 full-time and 12 part-time) employees and have outgrown our 11,500 square feet of leased space in Huron.
- We are all operating in unprecedented times right now and given there is so much unknown in the world around us, it is very difficult to project our expected employee growth over the next 5 years. The retail industry has witnessed significant changes in how they operate, however we are confident that the exclusively online nature of our business will afford us continued growth and success into the future. While we are hesitant to project employee growth, we are committed to keeping our existing employee count.
- Being able to build and move into a larger space will afford us the ability to better utilize our existing staff and will allow them to work in smarter, more efficient ways. In essence this is minimally a retention project (with potential employee growth) as the Company cannot continue operating in its existing facility much longer as there is no ability to expand. The company desires to remain in Huron and is willing to make a more substantial investment in a new construction facility as opposed to finding an existing facility in another City that may be less expensive.

b. State the time frame of this projected hiring:

- Stable employee counts or even small growth will continue during the next 3 to 5 years. Employee counts will be adjusted based on business success and needs. At this time, we are unable to provide projection for new employees as this is purely and immediately a request geared toward retention of a growing and successful company in Huron.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

- See 8a – N.A.

9. a. Estimate the amount of annual payroll such new employees will add \$ (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

- Sec 8a – N.A.

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:

- Estimated 2020 annual Payroll is \$564,000 (2019 \$375,800)
- If expansion through the construction of a new warehouse does not occur, our employee count would likely remain the same and the business would not be afforded opportunities for growth, unless relocating to another jurisdiction, given the fact that we are simply running out of space for product. Furthermore, our inability to move to a larger facility could impact opportunities for growth into additional new product categories.

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

| | |
|-------------------------------------|--------------------|
| Acquisition of Building Site | \$287,000 |
| New Construction | \$1,500,000 |
| Improvements to existing site | \$90,000 |
| Furniture and Fixtures | \$50,000 |
| Inventory | \$800,000 |
| Total New Project Investment | \$2,727,000 |

11. a. Business requests the following tax exemption incentives: 100 % for 15 years covering real as described above. Be specific as to the rate, and term.


b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

- Given the online nature of MOCO Boutique and the fact that MOCO's customers span across all of Ohio and, in fact, across the United States, we could locate our warehouse/headquarters anywhere. Though the location choices are endless, many of which are more affordable, we are choosing to locate our business in Huron, Ohio. We both grew up and went to school in Huron. It is a town we love and has given so much to us and our families. Having 3 young children of our own, our hope is to not only raise them in the town we love, but to also give back to this town through locating our business here. We hope to show generations to come that you can build and grow a very successful business in a small town like Huron, Ohio. Furthermore, we look forward to continuing to employ and mentor many local individuals at MOCO Boutique.
- These tax incentives will give us the opportunity to reinvest funds into growing our business, both in it's current offerings and into new product categories

Submission of this application expressly authorizes **the City of Huron** to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.


Signature

12/16/2020
Date

CEO/COO
Typed Name and Title


Signature

11/16/2020
Date

Owner
Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of

Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

**** Attach to Final Community Reinvestment Area Agreement as Exhibit A**

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.

EXHIBIT “B”
SIGNED EHOVE NOTIFICATION



419.627.9665
419.499.4663
866.256.9707
419.499.4076 fax

316 West Mason Road • Milan, Ohio 44846
www.EHOVE.net

High School, ext 0
Board of Education, ext 244
Adult Education, ext 280

December 9, 2020

Matt Lasko
City of Huron
417 Main Street
Huron, OH 44839

Mr. Lasko,

I am writing this letter on behalf of EHOVE Career Center and would like to take this opportunity to support the abatement for Aldridge Boutique LLC, dba MOCO. EHOVE is also waiving the statutory 14-day review period. I appreciate your work on this and look forward to working with you again on other similar opportunities.

Sincerely,

Timothy R. Coffman
Treasurer



December 5, 2020

Chris McCully, Superintendent
EHOVE Career Center
316 Mason Road
Milan, Ohio 44846

Re: ALDRIDGE BOUTIQUE LLC (dba MOCO BOUTIQUE)
Notification of Company's Request for CRA Tax Abatement

Dear Mr. McCully:

The City of Huron has received a request for tax abatement from Aldridge Boutique LLC dba MOCO Boutique (the "Company") under the Community Reinvestment Area (CRA) abatement program, a copy of which is enclosed. The Company intends to relocate and construct a new facility to house its e-commerce sales and warehousing business. The proposed location includes approximately 6 acres located at 1708 Sawmill Parkway (the "Project Site"). The proposed new construction represents an estimated new project investment of \$2,727,000 (see breakdown in enclosed agreement) and will result in a facility comprised of 40,000 SF. The Company currently employs 21 full-time employees and 12 part-time employees with an annual payroll of \$564,000.

The Tax Incentive Negotiating Committee met to review this request on December 1, 2020 and unanimously voted to recommend the following abatement terms and conditions that have now been accepted by the Company:

1. Abatement of real estate taxes for improvements made at the Project Site at a declining rate as follows: 75% for years 1-5; 50% for years 6-10; and 25% for years 11-15.
2. At no point during the duration of the abatement can the valuation of the real property drop below \$375,000.
3. The Company will pay an annual monitoring fee in the amount of \$500.00.
4. All other standard abatement terms and conditions apply.

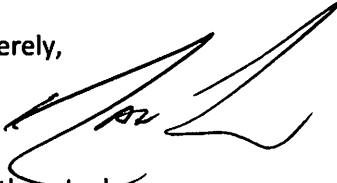
Pursuant to Section 5709.83 of the Ohio Revised Code, EHOVE is hereby notified of the proposed Community Reinvestment Area Agreement with the Company.

Chris McCully, Superintendent
EHOVE Career Center
December 4, 2020
Page 2 of 2

While EHOVE has fourteen (14) days under statute to review and take action on this request, we ask that you expedite your review and provide a letter supporting the abatement and formally waiving the fourteen-day statutory review period. Board of Education approval is not required under statute for vocational schools.

Please feel free to call the undersigned at (419) 433-5000 with any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'ML', with a large, sweeping flourish extending to the right.

Matthew Lasko
City Manager

ML:tw
Enclosures

EXHIBIT “C”
SIGNED HURON SCHOOLS NOTIFICATION



December 5, 2020

Dennis Muratori, Superintendent
Huron City Schools
712 Cleveland Road East
Huron, Ohio 44839

Re: ALDRIDGE BOUTIQUE LLC (dba MOCO BOUTIQUE)
Notification of Company's Request for CRA Tax Abatement

Dear Mr. Muratori:

The City of Huron has received a request for tax abatement from Aldridge Boutique LLC dba MOCO Boutique (the "Company") under the Community Reinvestment Area (CRA) abatement program, a copy of which is enclosed. The Company intends to relocate and construct a new facility to house its e-commerce sales and warehousing business. The proposed location includes approximately 6 acres located at 1708 Sawmill Parkway (the "Project Site"). The proposed new construction represents an estimated new project investment of \$2,727,000 (see breakdown in enclosed agreement) and will result in a facility comprised of 40,000 SF. The Company currently employs 21 full-time employees and 12 part-time employees with an annual payroll of \$564,000.

The Tax Incentive Negotiating Committee met to review this request on December 1, 2020 and unanimously voted to recommend the following abatement terms and conditions that have now been accepted by the Company:

1. Abatement of real estate taxes for improvements made at the Project Site at a declining rate as follows: 75% for years 1-5; 50% for years 6-10; and 25% for years 11-15.
2. At no point during the duration of the abatement can the valuation of the real property drop below \$375,000.
3. The Company will pay an annual monitoring fee in the amount of \$500.00.
4. All other standard abatement terms and conditions apply.

We have attached a draft copy of the Community Reinvestment Area Agreement. Please review this document and contact the undersigned with any corrections or suggestions.

Pursuant to Ohio Revised Code Section 3735.67.1(1) and 3735.67.1(B) the Huron City Schools are hereby notified that the proposed CRA Agreement exceeds certain statutory limitations imposed by the Ohio

Dennis Muratori, Superintendent
Huron City Schools
December 4, 2020
Page 2 of 2

Revised Code. Because of these statutory limitations and the required approvals contained therein, we ask that you take the following actions:

- a. Because of the statutory limitations and the required approvals, we ask that the schools formally approve the granting of the CRA Tax Abatement and provide written notification of the school's approval to the City of Huron as soon as practical.
- b. We have attached a copy of the Company's application and a draft of the Community Reinvestment Area Agreement. Please review and contact the undersigned with any comments or concerns that you may have.

Subsequent to action by the Huron City Schools we will forward the agreements to the Huron City Council for its approval.

Please feel free to call the undersigned at (419) 433-5000 with any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Lasko', with a stylized flourish at the end.

Matthew Lasko
City Manager

ML:tw
Enclosures

EXHIBIT “D”
HURON SCHOOLS APPROVAL



Huron Board of Education

Committed to Excellence

712 Cleveland Road East

Huron, OH 44839

Phone: 419.433.1234, Ext. 5003

Fax: 419.433.7095

Visit us at: <http://www.huronhs.com>

TAX ABATEMENT AGREEMENT 20-0129

Recommendation to approve the following resolution:

Whereas the Sawmill Industrial Park (City of Huron) portion of the Huron City School District in Erie County has been designated as an Ohio Enterprise Zone as set forth in section 5709.63 of the Ohio Revised Code by resolution of the Board of County Commissioners of Erie County and approved by the Director of Development of the State of Ohio; and

Whereas Aldridge Boutique LLC (dba MOCO Boutique), located at 422 Cleveland Rd East., Huron, Ohio 44839 desires to build a new facility at 1708 Sawmill Parkway, Huron, Ohio, which is located within the boundaries of the Enterprise Zone and within the boundaries of the Huron City School District; and

Whereas Aldridge Boutique LLC, has applied for a 15-year abatement of taxes on the proposed improvements with a 100% abatement over the said period; and

Whereas the County's Tax Incentive Review Council (TIRC) has met in regards to this application and recommended the approval of the Huron City School District for a 75% abatement in years 1-5, a 50% abatement in years 6-10, and a 25% abatement in years 11-15 with the real property valuation not to drop below \$375,000.

Now, therefore be it resolved that the Huron City School District's Board of Education does hereby resolve and make known that it approves an Ohio Enterprise Zone Agreement with a 75% abatement in years 1-5, a 50% abatement in years 6-10, and a 25% abatement in years 11-15.

Mr. Jones moved, seconded by Mr. Ward that the foregoing recommendation be approved.

Roll Call:

| | |
|------------|-----|
| Mrs. Green | yes |
| Mr. Jones | yes |
| Mrs. Mast | yes |
| Mr. Slocum | yes |
| Mr. Ward | yes |

TREASURER'S CERTIFICATION

The above is a true and correct excerpt from the minutes of the regular meeting of the Board of Education of Huron City School District, Ohio, held on December 15, 2020, showing the adoption of the resolution hereinabove set forth.

Treasurer, Board of Education
Huron City School District, Ohio

EXHIBIT “E”
CITY COUNCIL APPROVAL



TO: Mayor Artino and City Council
FROM: Cory Swaisgood , Finance Director
RE: Ordinance No. 2020-39
DATE: December 22, 2020

Subject Matter/Background

Ordinance No. 2020-39 requests the Council's authorization for changes to the annual budget appropriations and approval of cash transfers within City funds. Please refer to Exhibit "A" of the ordinance for the detailed breakdown and summary.

Financial Review

See Exhibit "A for financial review and details of appropriation amendments, additional resources and cash transfers between funds.

Legal Review

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

Recommendation

If Council is in agreement, a motion to adopt Ordinance No. 2020-39 as an emergency measure is in order.

[Ordinance No. 2020-39.doc](#)

[Ordinance 2020-39.pdf](#)

ORDINANCE NO. 2020-39

Introduced by Joel Hagy

AN ORDINANCE AMENDING ORDINANCE NO. 2019-27, ADOPTED DECEMBER 10, 2019, TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES AND AN INCREASE IN ESTIMATED RESOURCES AND FURTHER APPROVING CASH TRANSFERS BETWEEN FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2019-27, adopted December 10, 2019, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2020 for the operations of all City departments and offices; and

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

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

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

SECTION 1. That Exhibit "A" of Ordinance No. 2019-27, adopted on the 10th day of December, 2019, as amended by Ordinance No. 2020-1 adopted January 28, 2020, and as amended by Ordinance No. 2020-7 adopted on March 10, 2020, and as amended by Ordinance No. 2020-8 adopted on March 31, 2020, and as amended by Ordinance No. 2020-9 adopted on May 12, 2020, and as amended by Ordinance No. 2020-14 adopted on July 14, 2020, and as amended by Ordinance No. 2020-15 adopted on July 29, 2020, and as amended by Ordinance No. 2020-21 adopted on August 25, 2020, and as amended by Ordinance No. 2020-24 adopted on September 22, 2020, and as amended by Ordinance No. 2020-29 adopted on October 13, 2020, and as amended by Ordinance 2020-32 adopted on November 24, 2020, and as amended by Ordinance 2020-35 adopted on December 8, 2020, is hereby amended to provide for supplemental appropriations, an increase in estimated resources and cash transfers between funds as to each fund set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the Director of Finance and the City Manager are hereby authorized to expend the funds herein appropriated for the purpose of paying the operating expenses of the City for the fiscal year ending December 31, 2020 and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein 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. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that this Ordinance shall become immediately effective to fund the operations of the City of Huron; additionally, in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately;

WHEREFORE this Ordinance shall take effect immediately upon its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____.

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

DATE: 12/22/2020
ORDINANCE: 2020-39

Appropriation Measure and Increase in Estimated Resources

Reason for Appropriation Measure and Increase in Estimated Resources

In order to ensure the City is in compliance with State law, - expenditures plus encumbrances cannot exceed total appropriations (budget) per fund at the end of the year - the following appropriation measures are necessary. The appropriation adjustments on the following pages are budget transfers among City funds and account line items to align appropriations with actual expenditures plus encumbrances for 2020. Budget transfers result in a **net zero** change to total appropriations for the City.

In addition, total appropriations cannot exceed total estimated resources from each fund, per the Ohio Revised Code. The increase in estimated resources for the HJRD Fund (860) is to align budgeted revenue with appropriations due to an additional expense for financial statement preparation in 2020. Actual revenue and expenditures net to zero for the year in Fund 860, as required from an agency fund.

In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control, and

ESTIMATED RESOURCES AMENDMENT

| Fund | Fund - Account # | Account Description | Increase/(Decrease) Amount | Total Est. Resources After Adjustment |
|------|------------------|---------------------|----------------------------|---------------------------------------|
| HJRD | 860-0005-41424 | HURON CITY PORTION | \$ 550.00 | \$ 458,534 |

NET IMPACT ON TOTAL EST. RESOURCES \$ 550.00

Cash Transfer between Funds

Reason for Cash Transfer:

The cash transfers below were not initially budgeted in the 2020 budget. Due to higher than projected end of year fund balances the following cash transfers from the General Fund and Street Maintenance Fund to Capital and Economic Development funds is recommended to reserve for and fund future capital purchases and economic development related costs. With an expected December 2020 receipt of an unanticipated BWC dividend of approximately \$161,000, the City's General Fund reserve will exceed the General Fund policy ceiling of 25% of budgeted expenditures. A \$200,000 transfer out of the General is projected to reduce the General Fund reserve to 24%. In addition, cost cutting strategies in the Street Department has led to excess reserves in the Street Maintenance Fund. With major capital equipment purchases over the next 2 years and having the option to cash purchase the equipment, the Street Department is requesting to transfer the excess fund reserves to the Capital Equipment Fund in anticipation of these equipment purchases. The General Fund and Street Maintenance Fund will have sufficient reserves for 2021, of the current pandemic worsens.

CASH TRANSFER FROM:

| Fund Name | Fund Number | Department/Activity | Description | Amount | Cash Balance After Transfer |
|--------------------|-------------|---------------------|----------------------------------|-----------------|-----------------------------|
| GENERAL FUND | 110 | TRANSFER OUT | TRANSFER TO ECONOMIC DEVELOPMENT | \$ (100,000.00) | \$ 1,058,830 |
| GENERAL FUND | 110 | TRANSFER OUT | TRANSFER TO CAPITAL IMPROVEMENT | \$ (100,000.00) | |
| STREET MAINTENANCE | 212 | TRANSFER OUT | TRANSFER TO CAPITAL EQUIPMENT | \$ (200,000.00) | \$ 217,318 |

| | | |
|-----------------------------|-----------|---------------------|
| TOTAL TRANSFERS OUT: | \$ | (400,000.00) |
|-----------------------------|-----------|---------------------|

CASH TRANSFER TO:

| Fund Name | Fund Number | Department/Activity | Account Description | Amount | Cash Balance After Transfer |
|----------------------|-------------|---------------------|---------------------------------|---------------|-----------------------------|
| CAPITAL IMPROVEMENT | 401 | TRANSFER IN | TRANSFER FROM GENERAL FUND | \$ 100,000.00 | \$ 1,821,490 |
| ECONOMIC DEVELOPMENT | 277 | TRANSFER IN | TRANSFER FROM GENERAL FUND | \$ 100,000.00 | \$ 303,725 |
| CAPTIAL EQUIPMENT | 403 | TRANSFER IN | TRANSFER FROM STREET MAINT FUND | \$ 200,000.00 | \$ 429,551 |

| | | |
|----------------------------|-----------|-------------------|
| TOTAL TRANSFERS IN: | \$ | 400,000.00 |
|----------------------------|-----------|-------------------|

FINAL APPROPRIATIONS 2020

GENERAL FUND

110

| Police Department | Current | Adjustment | Final |
|---------------------------------------|---------------------|--------------------|---------------------|
| Personnel Services | \$ 1,198,419 | \$ (80,000) | \$ 1,118,419 |
| Other Expenses | \$ 142,352 | \$ (15,000) | \$ 127,352 |
| Department Total: | \$ 1,340,771 | \$ (95,000) | \$ 1,245,771 |
| | | | |
| Police and Fire Communications | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 41,000 | \$ 3,500 | \$ 44,500 |
| Department Total: | \$ 41,000 | \$ 3,500 | \$ 44,500 |
| | | | |
| Building and Inspections | Current | Adjustment | Final |
| Personnel Services | \$ 79,299 | \$ (5,600) | \$ 73,699 |
| Other Expenses | \$ 134,150 | \$ - | \$ 134,150 |
| Department Total: | \$ 213,449 | \$ (5,600) | \$ 207,849 |
| | | | |
| Refuse Collections | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 808,000 | \$ (15,000) | \$ 793,000 |
| Department Total: | \$ 808,000 | \$ (15,000) | \$ 793,000 |
| | | | |
| Information Technology | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 28,150 | \$ (5,000) | \$ 23,150 |
| Department Total: | \$ 28,150 | \$ (5,000) | \$ 23,150 |
| | | | |
| City Manager | Current | Adjustment | Final |
| Personnel Services | \$ 52,928 | \$ (2,000) | \$ 50,928 |
| Other Expenses | \$ 4,900 | \$ (1,000) | \$ 3,900 |
| Department Total: | \$ 57,828 | \$ (3,000) | \$ 54,828 |
| | | | |
| Human Resources | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 1,100 | \$ - | \$ 1,100 |
| Department Total: | \$ 1,100 | \$ - | \$ 1,100 |
| | | | |
| Finance Department | Current | Adjustment | Final |
| Personnel Services | \$ 99,127 | \$ (10,000) | \$ 89,127 |
| Other Expenses | \$ 17,907 | \$ - | \$ 17,907 |
| Department Total: | \$ 117,033 | \$ (10,000) | \$ 107,033 |
| | | | |
| Income Tax Department | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 100,000 | \$ (5,000) | \$ 95,000 |

| | | | |
|--------------------------------|---------------------|--------------------|---------------------|
| Department Total: | \$ 100,000 | \$ (5,000) | \$ 95,000 |
| | | | |
| Law Director | Current | Adjustment | Final |
| Personnel Services | \$ 31,021 | \$ 100 | \$ 31,121 |
| Other Expenses | \$ 115,000 | \$ (30,000) | \$ 85,000 |
| Department Total: | \$ 146,021 | \$ (29,900) | \$ 116,121 |
| | | | |
| City Council | Current | Adjustment | Final |
| Personnel Services | \$ 57,476 | \$ - | \$ 57,476 |
| Other Expenses | \$ - | \$ - | \$ - |
| Department Total: | \$ 57,476 | \$ - | \$ 57,476 |
| | | | |
| Municipal Court | Current | Adjustment | Final |
| Personnel Services | \$ 271,466 | \$ (10,000) | \$ 261,466 |
| Other Expenses | \$ 22,850 | \$ - | \$ 22,850 |
| Department Total: | \$ 294,316 | \$ (10,000) | \$ 284,316 |
| | | | |
| Public Buildings | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 104,588 | \$ (15,000) | \$ 89,588 |
| Department Total: | \$ 104,588 | \$ (15,000) | \$ 89,588 |
| | | | |
| Administrative Support | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 501,166 | \$ (10,000) | \$ 491,166 |
| Department Total: | \$ 501,166 | \$ (10,000) | \$ 491,166 |
| | | | |
| Operating Transfers Out | Current | Adjustment | Final |
| Transfers Out | \$ 1,640,000 | \$ 200,000 | \$ 1,840,000 |
| Advances Out | \$ - | \$ - | \$ - |
| Department Total: | \$ 1,640,000 | \$ 200,000 | \$ 1,840,000 |
| | | | |
| Total GENERAL FUND: | \$ 5,450,898 | \$ - | \$ 5,450,898 |
| | | | |
| SPECIAL WARRANTS | 111 | | |
| | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ 2,000 | \$ 2,000 |
| Other Expenses | \$ - | \$ - | \$ - |
| Transfers Out | \$ - | \$ - | \$ - |
| Total SPECIAL WARRANTS: | \$ - | \$ 2,000 | \$ 2,000 |
| | | | |
| PARKS FUND | 208 | | |
| | Current | Adjustment | Final |
| Personnel Services | \$ 207,916 | \$ - | \$ 207,916 |
| Other Expenses | \$ 110,534 | \$ - | \$ 110,534 |
| Transfers Out | \$ 33,250 | \$ - | \$ 33,250 |
| Total PARKS FUND: | \$ 351,700 | \$ - | \$ 351,700 |

| | | | |
|---------------------------------------|---------------------|--------------------|---------------------|
| RECREATION FUND | | 209 | |
| | Current | Adjustment | Final |
| Personnel Services | \$ 169,168 | \$ - | \$ 169,168 |
| Other Expenses | \$ 143,955 | \$ - | \$ 143,955 |
| Transfers Out | \$ 13,250 | \$ - | \$ 13,250 |
| Total RECREATION FUND: | \$ 326,373 | \$ - | \$ 326,373 |
| BOAT BASIN | | 210 | |
| | Current | Adjustment | Final |
| Personnel Services | \$ 74,197 | \$ - | \$ 74,197 |
| Other Expenses | \$ 92,399 | \$ - | \$ 92,399 |
| Transfers Out | \$ 5,500 | \$ - | \$ 5,500 |
| Total BOAT BASIN: | \$ 172,097 | \$ - | \$ 172,097 |
| HURON PARKS FOUNDATION | | 211 | |
| | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 10,000 | \$ - | \$ 10,000 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total HURON PARKS FOUNDATION: | \$ 10,000 | \$ - | \$ 10,000 |
| STREET MAINTENANCE FUND | | 212 | |
| | Current | Adjustment | Final |
| Personnel Services | \$ 348,147 | \$ (50,000) | \$ 298,147 |
| Other Expenses | \$ 351,526 | \$ (30,000) | \$ 321,526 |
| Transfers Out | \$ 55,000 | \$ 200,000 | \$ 255,000 |
| Total STREET MAINTENANCE FUND: | \$ 754,673 | \$ 120,000 | \$ 874,673 |
| STATE HIGHWAY | | 213 | |
| | Current | Adjustment | Final |
| Personnel Services | \$ 30,016 | \$ - | \$ 30,016 |
| Other Expenses | \$ 20,000 | \$ - | \$ 20,000 |
| Transfers Out | \$ 1,000 | \$ - | \$ 1,000 |
| Total STATE HIGHWAY: | \$ 51,016 | \$ - | \$ 51,016 |
| SPECIAL FIRE LEVY | | 214 | |
| | Current | Adjustment | Final |
| Personnel Services | \$ 1,649,490 | \$ (38,410) | \$ 1,611,080 |
| Other Expenses | \$ 424,424 | \$ - | \$ 424,424 |
| Transfers Out | \$ 498,720 | \$ - | \$ 498,720 |
| Total SPECIAL FIRE LEVY: | \$ 2,572,633 | \$ (38,410) | \$ 2,534,223 |
| STREET LIGHTING | | 215 | |
| | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |

| | | | |
|-------------------------------|-------------------|-------------|-------------------|
| Other Expenses | \$ 384,820 | \$ - | \$ 384,820 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total STREET LIGHTING: | \$ 384,820 | \$ - | \$ 384,820 |

COURT COMPUTER FUND 216

| | Current | Adjustment | Final |
|-----------------------------------|------------------|-------------------|------------------|
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 20,500 | \$ - | \$ 20,500 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total COURT COMPUTER FUND: | \$ 20,500 | \$ - | \$ 20,500 |

COURT CAPITAL PROJECTS 217

| | Current | Adjustment | Final |
|--------------------------------------|------------------|-------------------|------------------|
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 50,000 | \$ - | \$ 50,000 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total COURT CAPITAL PROJECTS: | \$ 50,000 | \$ - | \$ 50,000 |

INDIGENT ALCOHOL TREATMENT 218

| | Current | Adjustment | Final |
|--|-----------------|-------------------|-----------------|
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 1,000 | \$ - | \$ 1,000 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total INDIGENT ALCOHOL TREATMENT: | \$ 1,000 | \$ - | \$ 1,000 |

ENFORCEMENT/EDUCATION 219

| | Current | Adjustment | Final |
|-------------------------------------|-----------------|-------------------|-----------------|
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 1,600 | \$ - | \$ 1,600 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total ENFORCEMENT/EDUCATION: | \$ 1,600 | \$ - | \$ 1,600 |

POLICE RESOURCE OFFICER 220

| | Current | Adjustment | Final |
|---------------------------------------|------------------|-------------------|------------------|
| Personnel Services | \$ 58,104 | \$ - | \$ 58,104 |
| Other Expenses | \$ - | \$ - | \$ - |
| Transfers Out | \$ 23,758 | \$ - | \$ 23,758 |
| Total POLICE RESOURCE OFFICER: | \$ 81,862 | \$ - | \$ 81,862 |

INDIGENT DRIV INTERLOCK & ALCO 222

| | Current | Adjustment | Final |
|--------------------|----------------|-------------------|--------------|
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 1,000 | \$ - | \$ 1,000 |
| Transfers Out | \$ - | \$ - | \$ - |

| | | | |
|--|-------------------|-------------------|-------------------|
| Total INDIGENT DRIV INTERLOCK & ALCO: | \$ 1,000 | \$ - | \$ 1,000 |
| | | | |
| MARINE PATROL GRANT | 225 | | |
| | Current | Adjustment | Final |
| Personnel Services | \$ 23,875 | \$ - | \$ 23,875 |
| Other Expenses | \$ 17,893 | \$ - | \$ 17,893 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total MARINE PATROL GRANT: | \$ 41,768 | \$ - | \$ 41,768 |
| | | | |
| CORONAVIRUS RELIEF FUND | 226 | | |
| | Current | Adjustment | Final |
| Personnel Services | \$ 239,898 | \$ 22,265 | \$ 262,163 |
| Other Expenses | \$ 222,748 | \$ (22,265) | \$ 200,484 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total CORONAVIRUS RELIEF FUND: | \$ 462,646 | \$ - | \$ 462,646 |
| | | | |
| MANDATORY TRUST FINE | 270 | | |
| | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 4,692 | \$ - | \$ 4,692 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total MANDATORY TRUST FINE: | \$ 4,692 | \$ - | \$ 4,692 |
| | | | |
| CONTRABAND FORFEITURE | 271 | | |
| | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 9,500 | \$ - | \$ 9,500 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total CONTRABAND FORFEITURE: | \$ 9,500 | \$ - | \$ 9,500 |
| | | | |
| PROBATION FUND | 272 | | |
| | Current | Adjustment | Final |
| Personnel Services | \$ 43,959 | \$ 50 | \$ 44,009 |
| Other Expenses | \$ 500 | \$ - | \$ 500 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total PROBATION FUND: | \$ 44,459 | \$ 50 | \$ 44,509 |
| | | | |
| FIRE PENSION FUND | 274 | | |
| | Current | Adjustment | Final |
| Personnel Services | \$ 284,918 | \$ - | \$ 284,918 |
| Other Expenses | \$ 800 | \$ - | \$ 800 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total FIRE PENSION FUND: | \$ 285,718 | \$ - | \$ 285,718 |

| | | | |
|--|---------------------|--------------------|---------------------|
| POLICE PENSION FUND | | 275 | |
| | Current | Adjustment | Final |
| Personnel Services | \$ 197,628 | \$ - | \$ 197,628 |
| Other Expenses | \$ 1,150 | \$ - | \$ 1,150 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total POLICE PENSION FUND: | \$ 198,778 | \$ - | \$ 198,778 |
| ECONOMIC DEVELOPMENT FUND | | 277 | |
| | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ 300 | \$ 300 |
| Other Expenses | \$ 134,900 | \$ - | \$ 134,900 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total ECONOMIC DEVELOPMENT FUND: | \$ 134,900 | \$ 300 | \$ 135,200 |
| EMPLOYEE BENEFIT RESERVE FUND | | 298 | |
| | Current | Adjustment | Final |
| Personnel Services | \$ 188,502 | \$ - | \$ 188,502 |
| Other Expenses | \$ - | \$ - | \$ - |
| Transfers Out | \$ - | \$ - | \$ - |
| Total EMPLOYEE BENEFIT RESERVE FUND: | \$ 188,502 | \$ - | \$ 188,502 |
| EMPLOYEE BENEFIT RESERVE - WATER | | 299 | |
| | Current | Adjustment | Final |
| Personnel Services | \$ 25,581 | \$ - | \$ 25,581 |
| Other Expenses | \$ - | \$ - | \$ - |
| Transfers Out | \$ - | \$ - | \$ - |
| Total EMPLOYEE BENEFIT RESERVE - WATER: | \$ 25,581 | \$ - | \$ 25,581 |
| G.O. BOND RETIREMENT | | 301 | |
| | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 886,608 | \$ 17,000 | \$ 903,608 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total G.O. BOND RETIREMENT: | \$ 886,608 | \$ 17,000 | \$ 903,608 |
| CAPITAL IMPROVEMENT | | 401 | |
| | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 3,544,696 | \$ (50,000) | \$ 3,494,696 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total CAPITAL IMPROVEMENT: | \$ 3,544,696 | \$ (50,000) | \$ 3,494,696 |
| CAPITAL IMPROVEMENT | | 402 | |
| | Current | Adjustment | Final |

| | | | |
|-----------------------------------|------------------|-------------|------------------|
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ - | \$ - | \$ - |
| Transfers Out | \$ 57,085 | \$ - | \$ 57,085 |
| Total CAPITAL IMPROVEMENT: | \$ 57,085 | \$ - | \$ 57,085 |

CAPITAL EQUIPMENT RESERVE & REPLACEMENT FUND 403

| | Current | Adjustment | Final |
|---|-------------------|--------------------|-------------------|
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 587,359 | \$ (50,000) | \$ 537,359 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total CAPITAL EQUIPMENT RESERVE & REPLACEMENT: | \$ 587,359 | \$ (50,000) | \$ 537,359 |

WATER BOND RETIREMENT FUND 602

| | Current | Adjustment | Final |
|-------------------------------------|-------------------|-------------------|-------------------|
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 165,946 | \$ - | \$ 165,946 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total WATER BOND RETIREMENT: | \$ 165,946 | \$ - | \$ 165,946 |

WATER CAPITAL PROJECTS FUND 603

| | Current | Adjustment | Final |
|--------------------------------------|---------------------|-------------------|---------------------|
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 1,879,927 | \$ - | \$ 1,879,927 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total WATER CAPITAL PROJECTS: | \$ 1,879,927 | \$ - | \$ 1,879,927 |

WATER FUND 604

| | Current | Adjustment | Final |
|--------------------------|---------------------|-------------------|---------------------|
| Personnel Services | \$ 1,221,786 | \$ - | \$ 1,221,786 |
| Other Expenses | \$ 797,787 | \$ - | \$ 797,787 |
| Transfers Out | \$ 515,356 | \$ - | \$ 515,356 |
| Total WATER FUND: | \$ 2,534,930 | \$ - | \$ 2,534,930 |

STORM WATER FUND 605

| | Current | Adjustment | Final |
|--------------------------------|-------------------|-------------------|-------------------|
| Personnel Services | \$ 17,732 | \$ - | \$ 17,732 |
| Other Expenses | \$ 111,792 | \$ (1,500) | \$ 110,292 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total STORM WATER FUND: | \$ 129,524 | \$ (1,500) | \$ 128,024 |

ELECTRIC FUND 654

| | Current | Adjustment | Final |
|--------------------|----------------|-------------------|--------------|
| Personnel Services | \$ 285,150 | \$ - | \$ 285,150 |
| Other Expenses | \$ 5,960,712 | \$ - | \$ 5,960,712 |

| | | | |
|---|---------------------|-------------------|---------------------|
| Transfers Out | \$ - | \$ - | \$ - |
| Total ELECTRIC FUND: | \$ 6,245,862 | \$ - | \$ 6,245,862 |
| COMMUNITY INFRASTRUCTURE FEE FUND 655 | | | |
| | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 297,265 | \$ - | \$ 297,265 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total COMMUNITY INFRASTRUCTURE FEE FUN | \$ 297,265 | \$ - | \$ 297,265 |
| COMPUTER REPAIR & MAINTENANCE 701 | | | |
| | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ 500 | \$ 500 |
| Other Expenses | \$ 76,970 | \$ - | \$ 76,970 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total COMPUTER REPAIR & MAINTENANCE: | \$ 76,970 | \$ 500 | \$ 77,470 |
| HEALTHCARE 703 | | | |
| | Current | Adjustment | Final |
| Personnel Services | \$ 1,063,500 | \$ - | \$ 1,063,500 |
| Other Expenses | \$ 10,000 | \$ - | \$ 10,000 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total HEALTHCARE: | \$ 1,073,500 | \$ - | \$ 1,073,500 |
| HURON JOINT RECREATION DISTRICT 860 | | | |
| | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 458,534 | \$ - | \$ 458,534 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total HURON JOINT RECREATION DISTRICT: | \$ 458,534 | \$ - | \$ 458,534 |
| STATE PATROL 863 | | | |
| | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 13,000 | \$ - | \$ 13,000 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total STATE PATROL: | \$ 13,000 | \$ - | \$ 13,000 |
| HURON RESCUE SQAUD 876 | | | |
| | Current | Adjustment | Final |
| Personnel Services | \$ - | \$ - | \$ - |
| Other Expenses | \$ 31,500 | \$ - | \$ 31,500 |
| Transfers Out | \$ - | \$ - | \$ - |
| Total HURON RESCUE SQAUD: | \$ 31,500 | \$ - | \$ 31,500 |

| UNCLAIMED FUNDS | | 899 | | |
|------------------------|---------------|------------|---------------|--|
| | Current | Adjustment | Final | |
| Personnel Services | \$ - | \$ - | \$ - | |
| Other Expenses | \$ - | \$ 60 | \$ 60 | |
| Transfers Out | \$ - | \$ - | \$ - | |
| Total UNCLAIMED FUNDS: | \$ - | \$ 60 | \$ 60 | |
| | | | | |
| GRAND TOTAL | \$ 29,609,422 | \$ - | \$ 29,609,422 | |



TO: Mayor Artino and City Council
FROM: Cory Swaisgood , Finance Director
RE: Ordinance No. 2020-40
DATE: December 22, 2020

Subject Matter/Background

In an effort to cleanup and organize the financial activity of the Parks and Recreation Department, the administration is requesting the consolidation of Funds 208 and 209 to create Fund 207 - Parks and Recreation.

Financial Review

The Administration is requesting establishment of a combined Parks and Recreation Fund due to overlap of expenditures and personnel services between the two functions. Although the operations will be combined into one fund, Parks and Recreation specific expenses will be separated within departmental account codes. The combined fund is also appropriated to deposit the Huron Joint Recreation District's contribution, which is a subsidy from the City, Schools, and Township to offset costs above anticipated revenues for the Parks and Recreation departments. This new fund was presented and discussed during preparation of the 2020 and 2021 budgets and included in the Council approved 2021 budget.

Legal Review

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

Recommendation

If Council is in agreement a motion adopting Ordinance No. 2020-40 as an emergency measure is in order.

[Ordinance No. 2020-40.docx](#)

ORDINANCE NO. 2020-40

Introduced by: Mark Claus

AN ORDINANCE ESTABLISHING FUND NO. 207 – PARKS AND RECREATION FUND AND DECLARING AN EMERGENCY.

WHEREAS, the Codified Ordinances of the City of Huron (“City”) has established a Division of Recreation and a Division of Streets and Parks;

WHEREAS, Chapter 165 of the Codified Ordinances of the City established a Division of Recreation, in which the Recreation Director sets the fees for the Division of Recreation.

WHEREAS, Chapter 149 of the Codified Ordinances of the City established a Division of Streets and Parks to maintain, repair and inspect City parks and amusements including temporary parks and playgrounds.

WHEREAS, Chapter 167 of the Codified Ordinances of the City established a Board of Park Trustees and Resolution No. 1995-16 established a Joint Recreation District (“The District”) with Huron Township and the Huron City School District and authorizing the City Manager to enter into an agreement confirming the joint acquisition, operation and/or maintenance of recreational facilities. The District was established to acquire and or/lease property to equip, operate and maintain such parks, playground, playfields, gymnasiums, public baths, swimming pools and indoor recreation centers.

WHEREAS, the City Manager has recommended that Council combine the existing Parks Fund (208) and Recreation Fund (209) into a newly established fund to accommodate the revenue and expenses associated with the operations of Parks and Recreation and applicable Codified Ordinances and which will allow the City to properly reconcile its financial operations.

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

SECTION 1. That there is hereby established a “Parks and Recreation Fund” to be numbered Fund No. 207. In addition to the current balances of Parks Fund (208) and Recreation 209, the ongoing sources of revenue deposited into this fund will derive from 1) various Parks and Recreation fees, including but not limited to parking fees and program fees; or 2) grants received from external agencies, including but not limited to The District and State and Federal agencies. The funds will be used for expenses related to Parks and Recreation operational and capital expenditures. The funds will also be used to pay necessary expenses for the administration of these services. Following the establishment of Fund 207, the remaining unencumbered fund balance from existing funds 208 and 209 will be transferred to Fund 207, and funds 208 and 209 will be closed.

SECTION 2. That all ordinances or parts thereof in effect at the time of passage of this Ordinance that are in conflict with the foregoing provisions are hereby repealed to the extent of the conflict.

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 R.C. 121.22.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and general welfare and for the further reasons that it is necessary to make immediate provision for the sound financial operation of the City and in accordance with Section 3.06 of the Charter of the City of Huron, this Ordinance shall take effect and be in full force and effect immediately upon its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Artino and City Council
FROM: Cory Swaisgood , Finance Director
RE: Ordinance No. 2020-41
DATE: December 22, 2020

Subject Matter/Background

Financial activity for the City's wholesale refuse contract are currently accounted for within the General Fund. In order to organize and better account for costs, the administration is requesting the creation of a new special revenue fund to better track financial activity.

Financial Review

The Administration is requesting establishment of a Garbage, Recycling and Yard Waste fund to more effectively monitor the financial performance of total revenue and expenses related to the City's garbage, recycling and yard waste services, which is currently under contract with Republic Services. This new fund was presented in the 2021 budget book and included in the Council approved budget for 2021. With Republic Services' contract expiring in June 2022, the City can utilize this fund to determine total revenue needed to provide these services in future years.

Legal Review

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

Recommendation

If Council is in approval, a motion adopting Ordinance No. 2020-41 as an emergency measure would be in order.

[Ordinance No. 2020-41.docx](#)

ORDINANCE NO. 2020-41

Introduced by: Mark Claus

AN ORDINANCE ESTABLISHING FUND NO. 201 – GARBAGE, RECYCLING AND YARD WASTE FUND AND DECLARING AN EMERGENCY.

WHEREAS, the Codified Ordinances of the City of Huron (“City”) has established rules and regulations on garbage, rubbish and recycling material collection;

WHEREAS, Chapter 931 of the Codified Ordinances of the City established garbage, rubbish, and recycling material collection, in which the City charges a fee for the services rendered in garbage, refuse, recyclable material, yard waste collection and disposal for each residential owner, tenant or occupant;

WHEREAS, the City Manager has recommended that Council establish a fund to accommodate the revenue and expenses associated with the applicable Codified Ordinances and which will allow the City to properly reconcile its financial operations.

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

SECTION 1. That there is hereby established a “Garbage, Recycling and Yard Waste Fund” to be numbered Fund No. 201. The sources of revenue deposited into this fund will derive from 1) the City’s basic charge for garbage, refuse, recyclable material, yard waste collection and disposal for each residential owner, tenant or occupant under Chapter 931 of the Codified Ordinances; or 2) other charges received from for garbage, refuse, recyclable material, yard waste collection and disposal for each residential owner, tenant or occupant, including but not limited to charges for late fees and penalties. The funds will be used for direct expenses related to garbage, refuse, recyclable material, yard waste collection and disposal for each residential owner, tenant or occupant. The funds will also be used to pay necessary expenses for the administration of these services.

SECTION 2. That all ordinances or parts thereof in effect at the time of passage of this Ordinance that are in conflict with the foregoing provisions are hereby repealed to the extent of the conflict.

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 R.C. 121.22.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and general welfare and for the further reasons that it is necessary to make immediate provision for the sound financial operation of the City and, in accordance with Section 3.06 of the Charter of the City of Huron this Ordinance shall take effect and be in full force and effect immediately upon its adoption.

Sam Artino, Mayor

ATTEST: _____

Clerk of Council

ADOPTED: _____



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 2020-82
DATE: December 22, 2020

Subject Matter/Background

The City's agreement for engineering and zoning services with OHM Advisors expires of 12/31/2020. Staff is currently negotiating a new agreement with OHM. The terms of the new agreement will not be finalized for presentation to Council prior to termination of the existing agreement. Therefore the administration is requesting a 1-month extension of the existing agreement specific to only Standard Engineering Services included within Task 1 to maintain service delivery. All zoning related services included within Task 2 will cease at the end of the year and are not included as part of this extension.

Staff anticipates to have the updated terms and framework for a new agreement ready for Council review in January.

Financial Review

The City's budget will not be impacted by this extension for one month in January as the 2021 budget only included contracted engineering services. The 2020 monthly payment of \$6,300 for engineering can be made for January 2021 without any increases to the budget.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Resolution No. 2020-82 is in order.

[Resolution No. 2020-82.docx](#)

[Resolution No. 2020-82 Exhibit A.pdf](#)

RESOLUTION NO. 2020-82

Introduced by: Trey Hardy

A RESOLUTION AUTHORIZING AN EXTENSION TO AGREEMENT WITH OHM ADVISORS FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES PROVIDED TO THE CITY OF HURON FOR THE PERIOD OF JANUARY 1, 2021 THROUGH JANUARY 31, 2021.

WHEREAS, on November 27, 2018, the City of Huron adopted Resolution No. 2018-92 authorizing the City of Huron, Ohio to enter into an Agreement (“Agreement”) with OHM Advisors to provide professional engineering services for the City of Huron for a term ending on December 31, 2020; and

WHEREAS, the City and OHM Advisors are negotiating a new contract for professional engineering services; and

WHEREAS, provisions in the Agreement permit the parties to mutually agree to amend the Agreement on such terms as agreed to in writing.

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

SECTION 1: That on November 28, 2018, the City entered into the Agreement with OHM Advisors for the provision of general engineering and related services, a copy of which is attached hereto as Exhibit “A” and made a part hereof.

SECTION 2: That the City Manager is authorized to enter into an amendment to the Agreement with OHM Advisors for the provision of general engineering services for the period of January 1, 2021 through January 31, 2021.

SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Resolution shall be in full force and effect from and immediately following its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

RE: Huron City Engineer

Contract for 2019 & 2020

Proposal #18337

The following scope of services, price proposal, and schedule of services represent our understanding of the needs of the Municipality, based upon prior discussions, meetings, and/or additional information made available at the time of this proposal. We look forward to our role in your community.

Proposal Outline

| | |
|---|---|
| Proposal Outline..... | 1 |
| Identification..... | 1 |
| Task #1 Standard Engineering Services..... | 2 |
| Task #2 Zoning Services..... | 3 |
| Task #3 A Professional Design Service Contracts (OHM Advisors)..... | 4 |
| Task #3 B Professional Design Service Contracts (OHM Advisors)..... | 5 |
| Task #4 Private Sector Developments | 6 |
| Standard Terms and Conditions | 7 |
| Termination Clause..... | 7 |
| Authorization..... | 7 |
| Standard Terms and Conditions | 8 |

Identification

The parties of the Agreement shall be referred to within this document as follows:

- "Municipality" shall refer to the City of Huron, Erie County, Ohio
- "Engineer" shall refer to Orchard, Hiltz & McCliment, Inc., dba OHM Advisors

Task #1 Standard Engineering Services

- Provide an Engineer in your community for a Set Price, Set Hours, and Set Duties.
- The following services are included:
 - Total Hours of Service
 - 24 hours per week (average) (50 weeks/year)
 - Hours will likely be higher during the peak construction season and emergency situations, and may be lower during the off-peak/winter months, etc.
 - However, the price is set and will not change.
 - Office Hours at the Municipal Center
 - Monday thru Thursday: TBD – in coordination with Municipal Staff
 - Friday: As necessary to meet with residents or monitor projects
 - Meeting Hours (as necessary)
 - Attendance of Council Meetings, as necessary
 - Attendance of Planning Commission, Zoning Meetings, as necessary
 - Special meetings at the Municipal Center
 - Special meetings to attend on behalf of the Municipality, at neighboring communities, counties, or state agencies. (MPO, County, ODOT, Soil & Water, etc.)
 - Special meetings with funding agencies for project grants and loans
 - Office Hours at OHM Advisors Corporate Office
 - Coordination of Municipal Issues
 - Preparation of Grant Applications, Reports, etc
 - Technical Advisor on engineering issues referred from the Mayor, Council, Committees, or other Departments (Finance, Service, Economic Development, Building, Law).
 - Represent the Municipality to advise property owners on problems pertaining to engineering, as they may relate to public sewers, waterlines, drainage patterns, and building grades.
 - Review and prepare preliminary sketches, layouts, estimates, or reports, concerning potential future capital improvement projects or repair projects.
 - Work with the administrative staff to organize, manage, and update Engineering related files, standards, and details.
 - Provide a report to Council regarding the status of engineering related matters
 - Provide Professional oversight of Standard Engineering Services.
- Major Tasks
 - ODOT Pavement Condition Ratings (PCR) – (Updated every 2 years)
 - 5-year Capital Improvement Plans (CIP) – (Updated every 2 years)
 - Prepare the Annual Report to Ohio EPA regarding NPDES Permit (MS4)
 - Review and prepare funding applications for various funding sources such as CDBG, OPWC, ODNR, FEMA, EPA, OWDA & ODOT.

Task #2 Zoning Services

- The following services are included:
 - Total Hours of Zoning Services (Part A + Part B)
 - 16 Hours per week (average) (50 weeks/year)
 - Total Hours of “Base Zoning Service”
 - 8 hours per week (average) (50 weeks/year)
 - Weekly Drive-thru & Visual Review of entire Municipality (All streets)
 - Weekly Report of Findings
 - Zoning Report – violations, issues, ongoing work, action items
 - Action Items contained in the Zoning Report will be Addressed by the Zoning Inspector (OHM Advisors) under the “Miscellaneous Services” Section.
 - Total Hours of “Miscellaneous Zoning Services”:
 - 8 hours per week (average) (50 weeks/year)
 - Services Include:
 - Assist municipality with updating documentation and process implementation of zoning standards
 - Assist the municipality with completing a market zoning and building fee study
 - Phone Calls & Meetings with Applicants at Municipal Hall
 - Violation Letters
 - Inspections & Re-Inspections
 - BZA Meetings & Planning Commission Meetings
 - Specific Field/Site Reviews that cannot take place during the weekly drive-thru of the municipality, etc.

Task #3 A Professional Design Service Contracts (OHM Advisors)

- The Municipality shall compensate the Engineer for the design and preparation of construction plans for the construction of public improvements, in accordance with the following schedule and conditions:

TABLE 1

| Cost of Construction | | | Engineering Fee (% of Construction Cost) |
|----------------------|----|--------------|--|
| \$ 0 | To | \$ 100,000 | Hourly Rates -or- Fixed Fee Proposal |
| \$ 100,000 | To | \$ 500,000 | 10% of \$100,000 + 9% over \$100,000 |
| \$ 500,000 | To | \$ 1,000,000 | 9% of \$500,000 + 8% over \$500,000 |
| \$ 1,000,000 | To | Higher | 8% |

- Part A: Covered in Fee (Table 1):** Standard Design Components:
 - Streets, Bike Paths, Sidewalks, Parks, Parking Lots
 - Storm Sewers, Culverts, Stormwater Management Facilities (Ponds, Bio-Swales, etc.)
 - Waterlines (Distribution & Transmission)
 - Sanitary Sewers (Collection & Interceptors; Gravity, Force Main, & Lift Stations)
 - Specifications, Details, Supporting Calculations, etc.
 - Preparation of Official Engineer's Cost Estimate
 - Preparation of Contract Bid Documents
 - Attend Pre-Bid Meetings
 - Write Addendums prior to Bidding
 - Attend Public Bid Opening
 - Analyze, Review and Recommend Award of Contract
- Part B: Not Covered in Fee (Table 1):** Specialty Design Components:
 - Surveying (Field, Office, R/W Plans, Easements, Plats)
 - Traffic Engineering (Reports, Studies, Signals, etc.)
 - Geotechnical Engineering (Reports, Studies, Borings, etc.)
 - Structural Engineering (Bridges, Retaining Walls, Foundations, etc.)
 - Environmental, Ecological, Archaeological, Historical, Noise (Reports, Studies, Permits)
- Process**
 - The Engineer shall prepare an estimated cost of construction and the associated engineering fee in accordance with the *Table 1* above (*Part A*) and obtain price proposals for any services which may be required for the project as listed under (*Part B*).
 - Engineer shall present all estimated project costs to the Municipality for Authorization to Proceed.
 - Upon Authorization, the Engineer shall proceed with the work and invoice the Municipality using the *Standard Hourly Rates*.
 - Upon receipt of the public bids, the cost of construction of the awarded bidder shall be used to determine the final Engineering Fee for the project, using *Table 1*. Overpayments / underpayments by the Municipality shall be reconciled with the Engineer at this time.

Task #3 B Professional Design Service Contracts (OHM Advisors)

- The Municipality shall compensate the Engineer for Construction Administration, Management, & Inspection (CA/CM/CI) for the construction of public improvements, in accordance with the following schedule and conditions:

- TABLE 2**

| Cost of Construction | | | CA/CM/CI Fee (% of Construction Cost) |
|----------------------|----|------------|---------------------------------------|
| \$ 0 | To | \$ 100,000 | Hourly Rates -or- Fixed Fee Proposal |
| \$ 100,000 | To | \$ 500,000 | 8% of \$100,000 + 7% over \$100,000 |
| \$ 500,000 | To | Higher | 7% |

- Part A: Covered in Fee (Table 2):** Standard CA/CM/CI Components
 - Pre-Construction Activities
 - Coordinate & Attend Pre-Construction Meeting
 - Project Schedules, Notifications, Shop Drawings, etc.
 - Active Construction Activities
 - Daily Inspection Reports, Tracking of Quantities, Coordination with Residents
 - Pay Requests, RFI's, Prevailing Wage, Schedules, etc.
 - Post-Construction Activities
 - Final Walk-Thru and Creation of Punch List
 - Final Affidavits, As-Built, Maintenance Bond, Release of Retainage, etc.
- Part B: Not Covered in Fee (Table 2):** Specialty CA/CM/CI Components:
 - Testing: Asphalt, Concrete, Earthwork, Pipe, Materials, etc.
- Process**
 - The Engineer shall prepare an estimated cost of construction and the associated CA/CM/CI fee in accordance with the *Table 2* above (*Part A*) and obtain price proposals for any services which may be required for the project as listed under (*Part B*).
 - Engineer shall present all estimated project costs to the Municipality for Authorization to Proceed.
 - Upon Authorization, the Engineer shall proceed with the work and invoice the Municipality using the Standard Hourly Rates.
 - Upon completion of the project, the final project cost shall be used to determine the final CA/CM/CI Fee for the project, using *Table 2*. Overpayments / underpayments by the Municipality shall be reconciled with the Engineer at this time.

Task #4 Private Sector Developments

- Engineer will utilize the Professional Review Account (PRA) Program to provide professional services representation on behalf of the Municipality, for Private Sector Development Projects, at no cost to the Municipality.
- The following services are included:
 - The Engineer shall review construction plans, plats, easements, etc., required for the construction of new developments, utilities, or building additions.
 - The Engineer shall provide construction administration services, including pre-construction meetings, shop drawing review, progress meetings, and punch-list items.
 - The Engineer shall provide construction inspection and testing services to verify that the public infrastructure is being constructed to Municipality standards.
 - The Engineer shall coordinate with the bonding companies and financial institutions to guarantee the proper completion of all construction.
- **Professional Review Account (PRA) Program:**
 - The Engineer shall work with the Municipality to setup the PRA Account.
 - The Engineer shall require an initial deposit to the PRA Account by the Developer.
 - The Engineer shall require additional deposits to the PRA Account, throughout the duration of the project, as necessitated by project costs.
 - The Engineer shall grant no approvals until all requested deposits are made.
 - The cost of the PRA services shall be tracked and itemized for invoicing to the Municipality.
 - Municipality shall pay the Engineer for such services via the PRA Account deposits.
- This deposit-based system PRA guarantees that the Developer pays in advance for all professional services reviews. There is no cost and no risk to the Municipality.
- Fees to perform professional services reviews and construction administration, management & Inspection (CA/CM/CI) will be performed at OHM's standard hourly rates.

Price Proposal

| <i>Task</i> | <i>Description</i> | <i>Rate Schedule 2019</i> | <i>Rate Schedule 2020</i> |
|----------------|--|--|--|
| <i>Task #1</i> | <i>Standard Engineering Services</i> | <i>\$ 6,150/ month \$ 73,800/year</i> | <i>\$ 6,300/ month \$ 75,600/year</i> |
| <i>Task #2</i> | <i>Zoning Services</i> | <i>\$ 4,100/ month \$ 49,200/year</i> | <i>\$ 4,200/ month \$ 50,400/year</i> |
| <i>Task #3</i> | <i>Professional Design Service Contracts</i> | <i>\$ Fixed Price per Project Proposal</i> | <i>\$ Fixed Price per Project Proposal</i> |
| <i>Task #4</i> | <i>Private Sector Developments</i> | <i>\$ Developer Cost - Paid through the Professional Review Account(PRA) *</i> | <i>\$ Developer Cost - Paid through the Professional Review Account(PRA) *</i> |

Contract Term

Contract shall commence on January 1, 2019 and terminate on December 31, 2020.

Standard Terms and Conditions

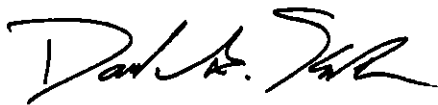
The Standard Terms and Conditions attached herein shall be in effect for the entirety of the Contract Terms shown above. The Standard Terms and Conditions shall also be considered a part of any and all future contracts associated with Task #2 and Task #3 for the duration of those contracts.

Termination Clause

Upon 90 days advance written notice, either contracted party (Municipality or Engineer), may request termination of the contract. The termination date shall be the last day of any month, a minimum of 90 days from the date of written notice. All contract requirements and payment requirements shall apply through the final date of termination.

Authorization

OHM Advisors



David G. Krock, PE., ENV SP
Director of Northeast Ohio

City of Huron

Name Date

Approved as to form:

Name Date

Standard Terms and Conditions

1. THE AGREEMENT – These standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between OHM Advisors, registered in the State of Ohio, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM Advisors and the Owner and said amendments must be in written form.
2. SERVICES TO BE PROVIDED – OHM Advisors will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.
3. SERVICES TO BE PROVIDED BY OWNER –
The Owner shall at no cost to OHM Advisors:
 - a. Provide OHM Advisors' personnel with access to the work site to allow timely performance of the work required under this Agreement.
 - b. Provide to OHM Advisors within a reasonable time frame, any and all data and information as may be required by OHM Advisors to perform the services under this Agreement.
 - c. Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.
4. PERIOD OF SERVICE – The services called for in this agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM Advisors shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM Advisors' reasonable control.
5. COMPENSATION – The Owner shall pay OHM Advisors for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly: based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM Advisors for reimbursable expenses for sub consultant services, equipment rental or other special project related terms at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT - Invoice(s) shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM Advisors shall include a charge at the rate of one percent per month from said thirtieth day.
7. LIMIT OF LIABILITY – OHM Advisors shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM Advisors and its Officers, Directors, Partners, employees, agents, and sub consultants, and any of them to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM Advisors or OHM Advisors' Officer, Directors, employees, agents or sub consultants, or any of them shall not exceed the amount of \$25,000 or OHM Advisors' fee, whichever is greater.
8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.
10. GOVERNING LAW – The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
11. DOCUMENTS OF SERVICE – The Owner acknowledges OHM Advisors' reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM Advisors, however OHM Advisors shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM Advisors. In accepting and utilizing any drawings or other data on any electronic media provided by OHM Advisors, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM Advisors and will be corrected as part of OHM Advisors basic Scope of Services.
12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM Advisors for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
13. OHM ADVISORS' RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM Advisors the amount shown on any invoice within 60 days of the date of the invoice, OHM Advisors may after giving 7 days notice to the Owner, suspend its services until payment in full for all services and expenses is received.
14. OPINIONS OF PROBABLE COST – OHM Advisors' preparation of Opinions of Probable Cost represent OHM Advisors' best judgment as a design professional familiar with the industry. The Owner must recognize that OHM Advisors has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM Advisors makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
15. JOB SITE SAFETY – Neither the professional activities of OHM Advisors, nor the presence of OHM Advisors or our employees and sub consultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM Advisors has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM Advisors shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.
16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM Advisors agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.