



The City of Huron, Ohio
417 Main St.
Huron, OH 44839
www.cityofhuron.org
Office (419) 433-5000
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Agenda for the special meeting of City Council
March 31, 2020 at 6:30p.m.

Pursuant to Ohio House Bill 197, signed into law by Ohio Governor Mike DeWine on March 27, 2020, City Council will be conducting this meeting via teleconference with each member of City Council calling the following phone number: 1-408-418-9388 / access code: 621 706 097. The public is free to access, observe, and hear the discussions and deliberations of all members of City Council by calling: 1-408-418-9388 / access code: 621 706 097.

There will not be a public comment section on this meeting agenda. If you would like to address Council, please either call the Clerk of Council (419-433-5000 ext. 102) or submit written comment via email to citymanager@huronohio.us. Phone calls or comments must be received by 3:00 PM on Tuesday March 31st.

I. Call to Order

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

Minutes of Council work sessions of February 25, 2020 and March 10, 2020

IV. Old Business

USGS Memorandum of Understanding

V. New Business

Ordinance 2020-8

Appropriation measure and estimated resources ordinance.

Resolution 2020-23

A resolution accepting the recommendations of the Erie County Tax Incentive Review Council

Resolution 2020-24

A resolution authorizing the City Manager to enter into an agreement with CTL Engineering, Inc. for the provision of inspection services during construction of the US 6 Phase I Paving Project

Resolution 2020-25

A resolution authorizing a service employment agreement between the City of Huron and Interim City Manager, Michael Spafford.

Resolution 2020-26

A resolution authorizing the City to engage in a contract with the law firm of Seelie Savidge Ebert & Gourash Co., LPA for legal services.

VI. City Manager's Discussion

VII. Mayor's Discussion

VIII. For the Good of the Order

IX. Adjournment



TO: Mayor Artino and City Council
FROM: Andrew D. White, City Manager
RE: Ordinance 2020-8
DATE: March 27, 2020

Subject Matter/Background

Ordinance 2020-8 requests the Council's authorization for changes to the annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the detailed breakdown and summary.

Legal Review

The matter has been reviewed and is properly before Council for consideration.

Recommendation

The Council should consider a motion to adopt the ordinance as presented in order to maintain budgetary compliance.

ORDINANCE NO. 2020-8

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 appropriation transfers, supplemental appropriations and an increase in estimated resources and to also approve a cash transfer 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, is hereby amended to provide for appropriation transfers, supplemental appropriations and an increase in estimated resources 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, to properly balance the various funds of the City, the Finance Director shall be, and he hereby is, authorized and directed to make the cash transfer between and among those certain funds of the City, in the amounts as set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 4. 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 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 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: 3/31/2020
ORDINANCE: 2020-8

Appropriation Measure and Estimated Resource Adjustment

Reason for Supplemental Appropriations and Estimated Resources:

The following supplemental appropriation and estimated resources adjustment are a result of the City's recent issuance of the Electric Note authorized by Council on March 10, 2020, to be re-issued for another 12 month period. The issuance on March 19, 2020, resulted in an interest rate of 1.92%. The City will receive the note proceeds and pay off the 2019 note (with interest) on April 1, 2020, prior to maturity. This approval is necessary to properly budget for the re-issuance.

ESTIMATED RESOURCES INCREASE

Fund Name	Fund Number	Department/Activity	Account Description	Increase/(Decrease) Amount	Total Estimated Resources After Adjustment
Electric Fund	654	Electric Debt	TAXABLE ELEC SYSTEM IMPROVE NOTES, SERIES 2018	\$ 3,500,000	\$ 6,315,000

NET IMPACT ON TOTAL ESTIMATED RESOURCES \$ 3,500,000

APPROPRIATION INCREASES

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount	Total Appropriations After Adjustment
Electric Fund	654	Electric Debt	OTHER EXPENSES	\$ 3,500,000	\$ 6,245,862

NET IMPACT ON TOTAL APPROPRIATIONS \$ 3,500,000

NET IMPACT ON TOTAL BUDGET \$ -



TO: Mayor Artino and City Council
FROM: Michael Spafford, Interim City Manager
RE: Resolution No. 2020-23
DATE: March 27, 202

Subject Matter/Background

This resolution authorizes the recommendations of the Tax Incentive Review Council (TIRC) relating to the city's enterprise zone agreements, tax increment financing agreements and community Reinvestment Area abatements. This annual legislation is required by O.R.C. Section 5709.85 (C) (1) with the TIRC required by law to make recommendations to the City Council concerning the disposition of agreement in effect for the prior year.

Financial Review

There is no finance review needed.

Legal Review

This resolution is properly before you. No further legal review is necessary at this time.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2020-23 is in order.

RESOLUTION NO. 2020-23

Introduced by Joel Hagy

**A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE ERIE COUNTY
TAX INCENTIVE REVIEW COUNCIL RELATING TO ENTERPRISE ZONE
AGREEMENTS**

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

SECTION 1. That this Council hereby accepts the report and recommendations of the Erie County Tax Incentive Review Council as set forth in Exhibit "A" on file in the office of the Clerk of Council and made a part hereof as fully as if the same were set forth in it entirety herein.

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

SECTION 3. This Resolution shall take effect and be in full force and effect immediately upon its passage.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



SPECIFIC CRA AGREEMENT/PROJECT STATUS REPORT – 2019

CRA# 043-37016-01 Agreement # 13-001

Please provide the appropriate information for the following questions pertaining to each CRA project.
Review each question filling in missing or inaccurate information.

1. Name the business(s) party to the CRA Agreement: n2Y, LLC
2. Name the Local Governmental Jurisdiction(s) where the project is located: County: Erie
City, Municipality, or Township: Huron
Local School District: Huron City Schools
3. List the CRA Agreement:
 - a. Execution Date 04/23/2013
 - b. Expiration Date 12/31/2029
 - c. Amendment date(s) (please list all) _____
4. State the baseline total full-time permanent employment of the enterprise:
 - a. At the facility prior to the CRA agreement: 22 Payroll: \$1,125,488
 - b. In Ohio prior to the CRA agreement: 26
5. Did the enterprise close or reduce employment at another site:
 - a. Within Ohio as a result of this agreement? (Y or N): N If yes, note community(s) and the number of full-time permanent jobs effected:
Community: _____
Jobs: _____
 - b. Outside Ohio as a result of this agreement? (Y or N): N If yes, note the state and number of full-time permanent jobs effected:
State: _____
Jobs: _____
6. Number of full-time permanent jobs committed to create and/or retain within the CRA agreement
Retain: 4
Create: 36
7. Note the job creation period in months outlined within the CRA Agreement (#months): _____
8. The estimated annual payroll attributed to the new and/or retained employees pursuant to question 6:
Retain Payroll: \$145,000
New Payroll: _____
9. State the enterprise's total project investment commitment and the total investment eligible (if different from the total commitment) for tax exemptions as specified in the CRA Agreement:
Real Property: \$1,660,000
Eligible for exemption: \$1,660,000
10. State the tax exemption rates and terms granted to the business under the CRA Agreement: 100 % 15 yrs.

Actual CRA Project Information as of December 31, 2019

Project still under construction? _____ Yes _____ X No
If yes, supply construction wages: _____

11. State the total permanent full-time employees employed by the enterprise at the CRA project for the following categories:

a. As of 12/31/2019: 115
b. New jobs created attributed to the CRA Agreement: 93
c. Jobs retained attributed to the CRA Agreement: 22

12. Identify total actual annual payroll as of 12/31/2019 attributed to the new employment (11b) resulting from the CRA Agreement:

\$ 3,680,367

13. a. State the project investment level achieved as of 12/31/2019:

Real Property:

\$ 1,324,703

Real Property Eligible for Exemption:

\$ 1,324,703

Personal Property:

\$ 0

b. Identify total actual project tax revenue amounts at the project site for the most recent calendar year (2019) (revenues should be reflective of values in question 13a above) (use best available information):

Real Property Taxes Paid:

\$ 8,922.31

Real Property Taxes forgone (business savings for most current year):

\$ 26,766.93

Personal Property Taxes Paid:

\$

c. Identify total actual project tax revenue amounts at project site over the term of the CRA through December 31, 2019 (use best available information):

Cumulative Real Property Taxes Paid:

\$ 45,405.62

Cumulative Real Property Taxes Forgone (total business savings to date):

\$ 136,216.86

Cumulative Personal Property Taxes Paid:

\$

d. State the total estimate value of any other incentive provided by the local authorities under the CRA:

\$

14. Date of most recent Tax incentive Review Council (TIRC) review of this project:

March 6, 2019

a. TIRC recommendations from most recent compliance review:

CONTINUE

b. Local government action/status:

CONTINUE

CERTIFICATION OF INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the CRA project as of December 31, 2019.

ENTERPRISE'S AUTHORIZED REPRESENTATIVE:

Signature

Date

Typed Name/Title

COMMUNITY AUTHORIZED REPRESENTATIVE:
(CRA Housing Officer or C.E.O. of local government)

Signature

Date

Typed Name/Title



SPECIFIC CRA AGREEMENT/PROJECT STATUS REPORT – 2019

CRA# 043-37016-01 Agreement # 13-002

Please provide the appropriate information for the following questions pertaining to each CRA project.
Review each question filling in missing or inaccurate information.

1. Name the business(s) party to the CRA Agreement: Huron Podiatry, LLC & Angtin, LLC
2. Name the Local Governmental Jurisdiction(s) where the project is located: County: Erie
City, Municipality, or Township: Huron
Local School District: Huron City Schools
3. List the CRA Agreement:
a. Execution Date 10/08/2013
b. Expiration Date 12/31/2030
c. Amendment date(s) (please list all) _____
4. State the baseline total full-time permanent employment of the enterprise:
a. At the facility prior to the CRA agreement: _____ Payroll: _____
b. In Ohio prior to the CRA agreement: 2
5. Did the enterprise close or reduce employment at another site:
a. Within Ohio as a result of this agreement? (Y or N): N If yes, note
community(s) and the number of full-time permanent jobs effected:
Community: _____
Jobs: _____
b. Outside Ohio as a result of this agreement? (Y or N): N If yes, note
the state and number of full-time permanent jobs effected:
State: _____
Jobs: _____
6. Number of full-time permanent jobs committed to create and/or retain within
the CRA agreement
Retain: 2
Create: 36
7. Note the job creation period in months outlined within the CRA Agreement (#months): _____
8. The estimated annual payroll attributed to the new and/or retained employees
pursuant to question 6:
Retain Payroll: _____
New Payroll: _____
9. State the enterprise's total project investment commitment and the total investment
eligible (if different from the total commitment) for tax exemptions as specified in the
CRA Agreement:
Real Property: \$425,000
Eligible for exemption: \$425,000
10. State the tax exemption rates and terms granted to the business under the CRA Agreement: 100 % 15 yrs.

Actual CRA Project Information as of December 31, 2019

Project still under construction? _____ Yes _____ X No
If yes, supply construction wages: _____

11. State the total permanent full-time employees employed by the enterprise at the CRA project for the following categories:

a. As of 12/31/2019: 3
b. New jobs created attributed to the CRA Agreement: 1
c. Jobs retained attributed to the CRA Agreement: 2

12. Identify total actual annual payroll as of 12/31/2019 attributed to the new employment (11b) resulting from the CRA Agreement:

\$ 28,800

13. a. State the project investment level achieved as of 12/31/2019:

Real Property: \$ 425,000

Real Property Eligible for Exemption: \$ 425,000

Personal Property: \$ 0

b. Identify total actual project tax revenue amounts at the project site for the most recent calendar year (2019) (revenues should be reflective of values in question 13a above) (use best available information):

Real Property Taxes Paid: \$ 2,134.48

Real Property Taxes forgone (business savings for most current year): \$ 6,403.45

Personal Property Taxes Paid: \$ _____

c. Identify total actual project tax revenue amounts at project site over the term of the CRA through December 31, 2019 (use best available information):

Cumulative Real Property Taxes Paid: \$ 10,575.09

Cumulative Real Property Taxes Forgone (total business savings to date): \$ 31,725.27

Cumulative Personal Property Taxes Paid: \$ _____

d. State the total estimate value of any other incentive provided by the local authorities under the CRA:

\$ _____

14. Date of most recent Tax incentive Review Council (TIRC) review of this project:

March 6, 2019

a. TIRC recommendations from most recent compliance review:

CONTINUE

b. Local government action/status:

CONTINUE

CERTIFICATION OF INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the CRA project as of December 31, 2019.

ENTERPRISE'S AUTHORIZED REPRESENTATIVE:

[Signature] 2-11-2020
Signature Date

Angela Fraley Owner
Typed Name/Title

COMMUNITY AUTHORIZED REPRESENTATIVE:
(CRA Housing Officer or C.E.O. of local government)

[Signature] 3/12/2020
Signature Date

Mike Spafford interim city manager
Typed Name/Title



SPECIFIC CRA AGREEMENT/PROJECT STATUS REPORT – 2019

CRA# 043-37016-01 ✓ Agreement # 08-001 ✓

Please provide the appropriate information for the following questions pertaining to each CRA project.
Review each question filling in missing or inaccurate information.

1. Name the business(s) party to the CRA Agreement: Humanetics Innovative Solutions, Inc ✓
2. Name the Local Governmental Jurisdiction(s) where the project is located: County: Erie ✓
City, Municipality, or Township: Huron ✓
Local School District: Huron City Schools ✓
3. List the CRA Agreement:
 - a. Execution Date 10/15/2008 ✓
 - b. Expiration Date 12/31/2024 ✓
 - c. Amendment date(s) (please list all) _____
4. State the baseline total full-time permanent employment of the enterprise:
 - a. At the facility prior to the CRA agreement: _____ Payroll: _____
 - b. In Ohio prior to the CRA agreement: 75 ✓
5. Did the enterprise close or reduce employment at another site:
 - a. Within Ohio as a result of this agreement? (Y or N): N ✓ If yes, note community(s) and the number of full-time permanent jobs effected:
Community: _____
Jobs: _____
 - b. Outside Ohio as a result of this agreement? (Y or N): N ✓ If yes, note the state and number of full-time permanent jobs effected:
State: _____
Jobs: _____
6. Number of full-time permanent jobs committed to create and/or retain within the CRA agreement
Retain: 75 ✓
Create: 5 ✓
7. Note the job creation period in months outlined within the CRA Agreement (#months): 36 ✓
8. The estimated annual payroll attributed to the new and/or retained employees pursuant to question 6:
Retain Payroll: \$360,000 ✓
New Payroll: \$60,000 ✓
9. State the enterprise's total project investment commitment and the total investment eligible (if different from the total commitment) for tax exemptions as specified in the CRA Agreement:
Real Property: \$3,500,000 ✓
Eligible for exemption: \$3,500,000 ✓
10. State the tax exemption rates and terms granted to the business under the CRA Agreement: 100 % ✓ 15 yrs. ✓

Actual CRA Project Information as of December 31, 2019

Project still under construction? _____ Yes _____ X No ✓
If yes, supply construction wages: _____

11. State the total permanent full-time employees employed by the enterprise at the CRA project for the following categories:

a. As of 12/31/2019: _____ 139
b. New jobs created attributed to the CRA Agreement: _____ 64
c. Jobs retained attributed to the CRA Agreement: _____ 75

12. Identify total actual annual payroll as of 12/31/2019 attributed to the new employment (11b) resulting from the CRA Agreement:

\$ 3,312,871

13. a. State the project investment level achieved as of 12/31/2019:

Real Property: \$ 4,000,000 ✓

Real Property Eligible for Exemption: \$ 3,940,380 ✓

Personal Property: \$ 2,600,000 ✓

b. Identify total actual project tax revenue amounts at the project site for the most recent calendar year (2019) (revenues should be reflective of values in question 13a above) (use best available information):

Real Property Taxes Paid: \$ 21,443.98 ✓

Real Property Taxes forgone (business savings for most current year): \$ 64,331.93 ✓

Personal Property Taxes Paid: \$ _____

c. Identify total actual project tax revenue amounts at project site over the term of the CRA through December 31, 2019 (use best available information):

Cumulative Real Property Taxes Paid: \$ 257,928.71 ✓

Cumulative Real Property Taxes Forgone (total business savings to date): \$ 773,786.12 ✓

Cumulative Personal Property Taxes Paid: \$ _____

d. State the total estimate value of any other incentive provided by the local authorities under the CRA:

\$ _____

14. Date of most recent Tax incentive Review Council (TIRC) review of this project:

March 6, 2019

a. TIRC recommendations from most recent compliance review:

CONTINUE

b. Local government action/status:

CONTINUE

CERTIFICATION OF INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the CRA project as of December 31, 2019.

ENTERPRISE'S AUTHORIZED REPRESENTATIVE:

Joseph R. Beebe 2/12/2020
Signature Date

Joseph R. Beebe / Plant Controller
Typed Name/Title

COMMUNITY AUTHORIZED REPRESENTATIVE:
(CRA Housing Officer or C.E.O. of local government)

Mike Spafford 3/12/2020
Signature Date

Mike Spafford interim city manager
Typed Name/Title



SPECIFIC CRA AGREEMENT/PROJECT STATUS REPORT – 2019

CRA# 043-37016-02 Agreement # 12-001

Please provide the appropriate information for the following questions pertaining to each CRA project.
Review each question filling in missing or inaccurate information.

1. Name the business(s) party to the CRA Agreement: Huron Senior Residence, LLC
2. Name the Local Governmental Jurisdiction(s) where the project is located: County: Erie
City, Municipality, or Township: Huron
Local School District: Huron City Schools
3. List the CRA Agreement:
 - a. Execution Date 10/18/2012
 - b. Expiration Date 12/28/2028
 - c. Amendment date(s) (please list all) _____
4. State the baseline total full-time permanent employment of the enterprise:
 - a. At the facility prior to the CRA agreement: _____ Payroll: _____
 - b. In Ohio prior to the CRA agreement: _____
5. Did the enterprise close or reduce employment at another site:
 - a. Within Ohio as a result of this agreement? (Y or N): N If yes, note community(s) and the number of full-time permanent jobs effected:
Community: _____
Jobs: _____
 - b. Outside Ohio as a result of this agreement? (Y or N): N If yes, note the state and number of full-time permanent jobs effected:
State: _____
Jobs: _____
6. Number of full-time permanent jobs committed to create and/or retain within the CRA agreement
Retain: _____
Create: 2
7. Note the job creation period in months outlined within the CRA Agreement (#months): 36
8. The estimated annual payroll attributed to the new and/or retained employees pursuant to question 6:
Retain Payroll: _____
New Payroll: \$60,000
9. State the enterprise's total project investment commitment and the total investment eligible (if different from the total commitment) for tax exemptions as specified in the CRA Agreement:
Real Property: \$7,325,000
Eligible for exemption: \$7,000,000
10. State the tax exemption rates and terms granted to the business under the CRA Agreement: 100 % 15 yrs.

Actual CRA Project Information as of December 31, 2019

Project still under construction? _____ Yes _____ X No
If yes, supply construction wages: _____

11. State the total permanent full-time employees employed by the enterprise at the CRA project for the following categories:
- a. As of 12/31/2019: 2
 - b. New jobs created attributed to the CRA Agreement: 2
 - c. Jobs retained attributed to the CRA Agreement: 0
12. Identify total actual annual payroll as of 12/31/2019 attributed to the new employment (11b) resulting from the CRA Agreement: \$44,029.89
13. a. State the project investment level achieved as of 12/31/2019:
- Real Property: \$ 6,592,058.49
 - Real Property Eligible for Exemption: \$ 6,592,058.49
 - Personal Property: \$ 156,767.07
- b. Identify total actual project tax revenue amounts at the project site for the most recent calendar year (2019) (revenues should be reflective of values in question 13a above) (use best available information):
- Real Property Taxes Paid: \$ 4,231.43
 - Real Property Taxes forgone (business savings for most current year): \$ 11,848.02
 - Personal Property Taxes Paid: \$ 0.00
- c. Identify total actual project tax revenue amounts at project site over the term of the CRA through December 31, 2019 (use best available information):
- Cumulative Real Property Taxes Paid: \$ 93,247.77
 - Cumulative Real Property Taxes Forgone (total business savings to date): \$ 237,095.01
 - Cumulative Personal Property Taxes Paid: \$ 0.00
- d. State the total estimate value of any other incentive provided by the local authorities under the CRA: \$ 0.00
14. Date of most recent Tax incentive Review Council (TIRC) review of this project: March 6, 2019
- a. TIRC recommendations from most recent compliance review: TERMINATE
 - b. Local government action/status: CONTINUE

CERTIFICATION OF INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the CRA project as of December 31, 2019.

ENTERPRISE'S AUTHORIZED REPRESENTATIVE: paul jalen 02/21/20
Signature Date

Paul Jalen / Asset Manager
Typed Name/Title

COMMUNITY AUTHORIZED REPRESENTATIVE: [Signature] 3/12/2020
(CRA Housing Officer or C.E.O. of local government) Signature Date

Mike Spafford interim city manager
Typed Name/Title



SPECIFIC CRA AGREEMENT/PROJECT STATUS REPORT – 2019

CRA# 043-37016-01 Agreement # 16-000

Please provide the appropriate information for the following questions pertaining to each CRA project.
Review each question filling in missing or inaccurate information.

1. Name the business(s) party to the CRA Agreement: Label Aid and Paper Resources / CLDH Properties, LTD

2. Name the Local Governmental Jurisdiction(s) where the project is located: County: Erie

City, Municipality, or Township: Huron

Local School District: Huron City Schools

3. List the CRA Agreement:

a. Execution Date 07/14/2016

b. Expiration Date 12/31/2031

c. Amendment date(s) (please list all) _____

4. State the baseline total full-time permanent employment of the enterprise:

a. At the facility prior to the CRA agreement: 38 ~~43~~ Payroll: ~~43~~

b. In Ohio prior to the CRA agreement: 38 2014 202

5. Did the enterprise close or reduce employment at another site:

a. Within Ohio as a result of this agreement? (Y or N): N If yes, note
community(s) and the number of full-time permanent jobs effected:

Community: _____

Jobs: _____

b. Outside Ohio as a result of this agreement? (Y or N): N If yes, note
the state and number of full-time permanent jobs effected:

State: _____

Jobs: _____

6. Number of full-time permanent jobs committed to create and/or retain within
the CRA agreement

Retain: 38

Create: 8

7. Note the job creation period in months outlined within the CRA Agreement (#months): 36

8. The estimated annual payroll attributed to the new and/or retained employees
pursuant to question 6:

Retain Payroll: 2,326,979

New Payroll: 312,000

9. State the enterprise's total project investment commitment and the total investment
eligible (if different from the total commitment) for tax exemptions as specified in the
CRA Agreement:

Real Property: _____

Eligible for exemption: _____

10. State the tax exemption rates and terms granted to the business under the CRA Agreement: 100 % 15 yrs.

Actual CRA Project Information as of December 31, 2019

Project still under construction? _____ Yes _____ X No
If yes, supply construction wages: _____

11. State the total permanent full-time employees employed by the enterprise at the CRA project for the following categories:

- a. As of 12/31/2019: 43
b. New jobs created attributed to the CRA Agreement: 5
c. Jobs retained attributed to the CRA Agreement: 38

12. Identify **total actual annual payroll** as of 12/31/2019 **attributed to the new employment (11b)** resulting from the CRA Agreement: \$ _____

13. a. State the project investment level **achieved** as of 12/31/2019:

Real Property: \$ _____

Real Property Eligible for Exemption: \$ _____

Personal Property: \$ _____

b. Identify total **actual** project tax revenue amounts at the project site for the **most recent calendar year (2019)** (revenues should be reflective of values in question 13a above) (use best available information):

Real Property Taxes Paid: \$ 9,567.20

Real Property Taxes forgone (business savings for most current year): \$ 9,567.20

Personal Property Taxes Paid: \$ _____

c. Identify total **actual** project tax revenue amounts at project site over the **term** of the CRA through December 31, 2019 (use best available information):

Cumulative Real Property Taxes Paid: \$ 29,182.32

Cumulative Real Property Taxes Forgone (total business savings to date): \$ 29,182.32

Cumulative Personal Property Taxes Paid: \$ _____

d. State the total estimate value of any other incentive provided by the local authorities under the CRA: \$ _____

14. Date of most recent Tax incentive Review Council (**TIRC**) review of this project: March 6, 2019

a. TIRC recommendations from most recent compliance review: CONTINUE

b. Local government action/status: CONTINUE

CERTIFICATION OF INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the CRA project as of December 31, 2019.

ENTERPRISE'S AUTHORIZED REPRESENTATIVE:

Darlene Crooks 3/6/2020
Signature Date

Darlene Crooks / President
Typed Name/Title

COMMUNITY AUTHORIZED REPRESENTATIVE:
(CRA Housing Officer or C.E.O. of local government)

Mike Spafford 3/12/2020
Signature Date

Mike Spafford
Typed Name/Title



SPECIFIC CRA AGREEMENT/PROJECT STATUS REPORT – 2019

CRA# 043-37016-01 Agreement # 17-000

Please provide the appropriate information for the following questions pertaining to each CRA project.
Review each question filling in missing or inaccurate information.

1. Name the business(s) party to the CRA Agreement: Three SeaSons Partners, LLC dba South Shore Marine
2. Name the Local Governmental Jurisdiction(s) where the project is located: County: Erie
City, Municipality, or Township: Huron
Local School District: Huron City Schools
3. List the CRA Agreement:
 - a. Execution Date 05/22/2017
 - b. Expiration Date 12/31/2032
 - c. Amendment date(s) (please list all) _____
4. State the baseline total full-time permanent employment of the enterprise:
 - a. At the facility prior to the CRA agreement: 45 Payroll: _____
 - b. In Ohio prior to the CRA agreement: 45
5. Did the enterprise close or reduce employment at another site:
 - a. Within Ohio as a result of this agreement? (Y or N): N If yes, note community(s) and the number of full-time permanent jobs effected:
Community: _____
Jobs: _____
 - b. Outside Ohio as a result of this agreement? (Y or N): N If yes, note the state and number of full-time permanent jobs effected:
State: _____
Jobs: _____
6. Number of full-time permanent jobs committed to create and/or retain within the CRA agreement
Retain: 45
Create: 3
7. Note the job creation period in months outlined within the CRA Agreement (#months): 36
8. The estimated annual payroll attributed to the new and/or retained employees pursuant to question 6:
Retain Payroll: _____
New Payroll: _____
9. State the enterprise's total project investment commitment and the total investment eligible (if different from the total commitment) for tax exemptions as specified in the CRA Agreement:
Real Property: _____
Eligible for exemption: _____
10. State the tax exemption rates and terms granted to the business under the CRA Agreement: 100 % 15 yrs.

Actual CRA Project Information as of December 31, 2019

Project still under construction? _____ Yes _____ X No
If yes, supply construction wages: _____

11. State the total permanent full-time employees employed by the enterprise at the CRA project for the following categories:

a. As of 12/31/2019:

b. New jobs created attributed to the CRA Agreement:

c. Jobs retained attributed to the CRA Agreement:

12. Identify total actual annual payroll as of 12/31/2019 attributed to the new employment (11b) resulting from the CRA Agreement:

13. a. State the project investment level achieved as of 12/31/2019:

Real Property:

Real Property Eligible for Exemption:

Personal Property:

b. Identify total actual project tax revenue amounts at the project site for the most recent calendar year (2019) (revenues should be reflective of values in question 13a above) (use best available information):

Real Property Taxes Paid:

Real Property Taxes forgone (business savings for most current year):

Personal Property Taxes Paid:

c. Identify total actual project tax revenue amounts at project site over the term of the CRA through December 31, 2019 (use best available information):

Cumulative Real Property Taxes Paid:

Cumulative Real Property Taxes Forgone (total business savings to date):

Cumulative Personal Property Taxes Paid:

d. State the total estimate value of any other incentive provided by the local authorities under the CRA:

14. Date of most recent Tax incentive Review Council (TIRC) review of this project:

a. TIRC recommendations from most recent compliance review:

b. Local government action/status:

CERTIFICATION OF INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the CRA project as of December 31, 2019.

ENTERPRISE'S AUTHORIZED REPRESENTATIVE:

Signature

Date

Typed Name/Title

COMMUNITY AUTHORIZED REPRESENTATIVE:
(CRA Housing Officer or C.E.O. of local government)

Signature

Date

Typed Name/Title



SPECIFIC CRA AGREEMENT/PROJECT STATUS REPORT – 2019

CRA# 043-37016-01 Agreement # 15-100

Please provide the appropriate information for the following questions pertaining to each CRA project.
Review each question filling in missing or inaccurate information.

1. Name the business(s) party to the CRA Agreement: Three SeaSons Partners, LLC dba South Shore Marine
2. Name the Local Governmental Jurisdiction(s) where the project is located: County: Erie
City, Municipality, or Township: Huron
Local School District: Huron City Schools
3. List the CRA Agreement:
 - a. Execution Date 06/23/2015
 - b. Expiration Date 12/31/2030
 - c. Amendment date(s) (please list all) _____
4. State the baseline total full-time permanent employment of the enterprise:
 - a. At the facility prior to the CRA agreement: 41 Payroll: \$2,541,248
 - b. In Ohio prior to the CRA agreement: 41
5. Did the enterprise close or reduce employment at another site:
 - a. Within Ohio as a result of this agreement? (Y or N): N If yes, note community(s) and the number of full-time permanent jobs effected:
Community: _____
Jobs: _____
 - b. Outside Ohio as a result of this agreement? (Y or N): N If yes, note the state and number of full-time permanent jobs effected:
State: _____
Jobs: _____
6. Number of full-time permanent jobs committed to create and/or retain within the CRA agreement
Retain: 40
Create: 5
7. Note the job creation period in months outlined within the CRA Agreement (#months): 48
8. The estimated annual payroll attributed to the new and/or retained employees pursuant to question 6:
Retain Payroll: \$2,429,000
New Payroll: \$175,000
9. State the enterprise's total project investment commitment and the total investment eligible (if different from the total commitment) for tax exemptions as specified in the CRA Agreement:
Real Property: \$775,000
Eligible for exemption: \$775,000
10. State the tax exemption rates and terms granted to the business under the CRA Agreement: 100 % 15 yrs.

Actual CRA Project Information as of December 31, 2019

Project still under construction? _____ Yes _____ X No
If yes, supply construction wages: _____

11. State the total permanent full-time employees employed by the enterprise at the CRA project for the following categories:

a. As of 12/31/2019: _____ 48

b. New jobs created attributed to the CRA Agreement: _____ 5

c. Jobs retained attributed to the CRA Agreement: _____ 41

12. Identify total actual annual payroll as of 12/31/2019 attributed to the new employment (11b) resulting from the CRA Agreement:

\$ 182,669

13. a. State the project investment level achieved as of 12/31/2019:

Real Property:

\$ 966,717

Real Property Eligible for Exemption:

\$ 966,717

Personal Property:

\$ _____

b. Identify total actual project tax revenue amounts at the project site for the most recent calendar year (2019) (revenues should be reflective of values in question 13a above) (use best available information):

Real Property Taxes Paid:

\$ 2,757.42

Real Property Taxes forgone (business savings for most current year):

\$ 8,272.25

Personal Property Taxes Paid:

\$ _____

c. Identify total actual project tax revenue amounts at project site over the term of the CRA through December 31, 2019 (use best available information):

Cumulative Real Property Taxes Paid:

\$ 11,079.68

Cumulative Real Property Taxes Forgone (total business savings to date):

\$ 33,239.04

Cumulative Personal Property Taxes Paid:

\$ _____

d. State the total estimate value of any other incentive provided by the local authorities under the CRA:

\$ _____

14. Date of most recent Tax incentive Review Council (TIRC) review of this project:

March 6, 2019

a. TIRC recommendations from most recent compliance review:

CONTINUE

b. Local government action/status:

CONTINUE

CERTIFICATION OF INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the CRA project as of December 31, 2019.

ENTERPRISE'S AUTHORIZED REPRESENTATIVE:

Signature

[Signature]

Date

2/20/20

Typed Name/Title

COMMUNITY AUTHORIZED REPRESENTATIVE:
(CRA Housing Officer or C.E.O. of local government)

Signature

[Signature]

Date

3/12/2020

Typed Name/Title

Mike Spafford interim city manager



SPECIFIC CRA AGREEMENT/PROJECT STATUS REPORT – 2019

CRA# 043-37016-01 Agreement # 14-100

Please provide the appropriate information for the following questions pertaining to each CRA project.
Review each question filling in missing or inaccurate information.

1. Name the business(s) party to the CRA Agreement: Central Ohio Paper and Packaging, Inc
2. Name the Local Governmental Jurisdiction(s) where the project is located: County: Erie
City, Municipality, or Township: Huron
Local School District: Huron City Schools
3. List the CRA Agreement:
 - a. Execution Date 10/16/2014
 - b. Expiration Date 12/31/2029
 - c. Amendment date(s) (please list all) _____
4. State the baseline total full-time permanent employment of the enterprise:
 - a. At the facility prior to the CRA agreement: _____ Payroll: _____
 - b. In Ohio prior to the CRA agreement: 30
5. Did the enterprise close or reduce employment at another site:
 - a. Within Ohio as a result of this agreement? (Y or N): Y If yes, note community(s) and the number of full-time permanent jobs effected:
Community: Sandusky
Jobs: 23
 - b. Outside Ohio as a result of this agreement? (Y or N): N If yes, note the state and number of full-time permanent jobs effected:
State: _____
Jobs: _____
6. Number of full-time permanent jobs committed to create and/or retain within the CRA agreement
Retain: 23
Create: 4
7. Note the job creation period in months outlined within the CRA Agreement (#months): 36
8. The estimated annual payroll attributed to the new and/or retained employees pursuant to question 6:
Retain Payroll: \$2,100,000
New Payroll: \$140,000
9. State the enterprise's total project investment commitment and the total investment eligible (if different from the total commitment) for tax exemptions as specified in the CRA Agreement:
Real Property: \$5,150,000
Eligible for exemption: \$5,150,000
10. State the tax exemption rates and terms granted to the business under the CRA Agreement: 100 % 15 yrs.

Actual CRA Project Information as of December 31, 2019

Project still under construction? _____ Yes _____ X No
If yes, supply construction wages: _____

11. State the total permanent full-time employees employed by the enterprise at the CRA project for the following categories:
- a. As of 12/31/2019: 22 + 2 TEMP EMPLOYEES
 - b. New jobs created attributed to the CRA Agreement: 2
 - c. Jobs retained attributed to the CRA Agreement: 22
12. Identify total actual annual payroll as of 12/31/2019 attributed to the new employment (11b) resulting from the CRA Agreement: \$ 55934.45
13. a. State the project investment level achieved as of 12/31/2019: WE ACKNOWLEDGE THERE ARE FEWER EMPLOYEES THAN EXPECTED DURING 2019 WE HAD SOME TO FILL THE POSITIONS. WE ALSO TURN OVER AND ARE USING TEMPORARY TO PERMANENT. CHANGED SOME EMPLOYEES FROM SALARY TO HOURLY SO THEY ARE WORKING MORE HOURS
- Real Property Eligible for Exemption: \$ _____
- Personal Property: \$ _____
- b. Identify total actual project tax revenue amounts at the project site for the most recent calendar year (2019) (revenues should be reflective of values in question 13a above) (use best available information):
- Real Property Taxes Paid: \$ 14,558.46
- Real Property Taxes forgone (business savings for most current year): \$ 43,675.38
- Personal Property Taxes Paid: \$ _____
- c. Identify total actual project tax revenue amounts at project site over the term of the CRA through December 31, 2019 (use best available information):
- Cumulative Real Property Taxes Paid: \$ 71,165.38
- Cumulative Real Property Taxes Forgone (total business savings to date): \$ 213,496.16
- Cumulative Personal Property Taxes Paid: \$ _____
- d. State the total estimate value of any other incentive provided by the local authorities under the CRA: \$ _____
14. Date of most recent Tax incentive Review Council (TIRC) review of this project: March 6, 2019
- a. TIRC recommendations from most recent compliance review: CONTINUE
- b. Local government action/status: CONTINUE

CERTIFICATION OF INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the CRA project as of December 31, 2019.

ENTERPRISE'S AUTHORIZED REPRESENTATIVE:

Signature

Date

Typed Name/Title

COMMUNITY AUTHORIZED REPRESENTATIVE:
(CRA Housing Officer or C.E.O. of local government)

Signature

Date

Typed Name/Title



TO: Mayor Artino and City Council
FROM: Michael Spafford, Interim City Manager
RE: Resolution No. 2020-24
DATE: March 20, 2020

Subject Matter/Background

Resolution No. 2020-24 relates to the US 6 Phase I Paving Project.

This resolution will accept the proposal and authorize an agreement with CTL Engineering, Inc., for the provision of Engineering Inspection Services on the project. CTL was the Construction Manager on the Safe Routes to School Project and performed quite well. Pursuant to ODOT requirements, the city issued an RFQ for Letters of Interest relative to Construction Management and Inspection Services for this project. The city received four (4) Letters of Interest submissions on March 3, 2020, which were then reviewed by the City Engineer utilizing the ODOT programmatic selection process involving scoring each of the LOI's individually and sending a request for a proposal to the highest rated consultant. CTL submitted a proposal which was slightly under the estimate of \$220,000. Their proposal, along with all of the LOI's and scoring sheets, were submitted to ODOT for approval. ODOT will then prepare a contract between the City and CTL for signature.

Legislative History

Resolution 2020-19 (adopted 3-10-20) awarded the bid and authorized an agreement with Smith Paving & Excavating Inc., for labor and materials and construction of the project in the amount of \$2,598,617.70.

Financial Review

This project is funded out of the City's Capital Improvement Fund (401) through G.O. Bonds issued in 2018 and refunded in 2019, with financial assistance from OPWC. The City currently has these funds set aside for this project. CTL's proposal came in just under budget and has already been appropriated through the City's annual budget.

Legal Review

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

Recommendation

If Council is in support of the requests, a motion to adopt Resolution No. 2020-24 would be in order.

RESOLUTION NO. 2020-24

Introduced by Christine Crawford

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH CTL ENGINEERING, INC., FOR ENGINEERING INSPECTION SERVICES RELATED TO THE US 6 PHASE I PAVING PROJECT (ERI-6-17.49) IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTEEN THOUSAND NINE HUNDRED TWELVE AND 00/100 DOLLARS (\$218,912.00)

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

SECTION 1. That the City having advertised Requests for Proposals relative to Letters of Interest for engineering inspection services for the US 6 Phase I Paving Project (ERI-6-17.49), the Interim City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with the said CTL Engineering, Inc., for engineering inspection services on the US 6 Phase I Paving Project, in an amount not to exceed Two Hundred Eighteen thousand Nine Hundred Twelve and 00/100 Dollars (\$218,912.00), which agreement shall be in substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

March 18, 2020

Doug Green
City of Huron Engineer's Office
417 Main St.
Huron, OH 44839

Attention: Mr. Doug Green

Reference: Letter of Interest for Construction Inspection and Construction Administration Services
ERI-6-17.49, PID 100421
CTL Engineering Proposal Number 20020013CLE

Mr. Green:

CTL Engineering, Inc. (CTL) is pleased to submit this proposal for providing construction administration, inspection, and field testing services for the ERI-6-17.49 project. This proposal outlines our understanding of the project, CTL's scope of work and fees.

GENERAL PROJECT DESCRIPTION

The services include Construction Inspection and Construction Administration services for the resurfacing of U.S.6 from Williams Street to the eastern city limits. Included in this project is curbing, decorative crosswalks, sidewalks, upgraded ADA facilities, upgraded signal at Main Street, and remove signal at Berlin Road.

SCOPE OF SERVICES

CTL Engineering will provide construction administration and construction inspection for the duration of the project. We will provide on-site services on a full-time or part-time basis, depending on the scope and schedule of the work item, including project administration and project inspection of all work activities. We anticipate that our services will include the following:

1. Developing and maintaining project records using Appia Construction Management Software to administer the project.
2. Providing direction to the contractor on "as directed items".
3. Preparing and processing change orders.
4. Performing quality control inspections and monitoring compliance with contract requirements.
5. Monitoring and Documentation of Materials Management Process
6. Performing measurements and preparing quantity determinations.
7. Preparing daily inspection reports and providing support documentation for accurate pay estimate preparation.
8. Preparing partial and final estimates.
9. Monitoring EEO and DBE compliance.
10. Performing project close out reports.

FEE PROPOSAL

CTL proposes to provide qualified technical personnel to perform the necessary tasks in accordance with the project specifications. CTL will invoice using audited ODOT overhead and cost-of-money rates and approved net fee with actual pay rates for personnel services, ODOT approved rates for equipment, and CTL standard rates for laboratory testing services that may be required. Attached please find a schedule of unit rates and an hourly rate calculations form for personnel pay rates. All invoicing will be done monthly and will be based on the actual quantity of work performed in accordance with the rates quoted on the attached fee proposal.

Also attached is an estimated cost proposal totaling \$ 218,912 for Construction Administration, Construction Inspection and testing services. A detailed project schedule has not been developed for this project to date by the contractor. However, the following assumptions are made for this cost proposal:

- 1) Working 5 days/week @ 8 hours/day (typical) with an estimated 1 hour/day overtime
- 2) Project bid in Feb 2020
- 3) Tentative start date June 1, 2020 for construction
- 4) Estimated duration of work, 22 weeks.

CLOSING

We sincerely appreciate the opportunity to submit this cost proposal and look forward to working with you on this project. If you have any questions or need further information, please feel free to contact me at your earliest convenience.

Respectfully submitted,

CTL ENGINEERING, INC.



David Breitfeller, P.E.
Vice President

Attachments: Construction Services Unit Rates
Hourly Rate Calculations
Base Cost Estimate



Hourly Rate Calculations

Agreement No.:

C-R-S:

Firm Name:

ERI-US6-17.49
CTL Engineering, Inc.

Company Overhead: 163.35%

Average Overhead: 156.68%

Cost of Money: 2.70%

Net Fee %: 10%

The company records OT premium as: Direct Labor

Does the company anticipate billing overtime? Yes

Classification	1.5X OT?	Pay Rate Range	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate ¹	Computed Overtime Billing Rate ¹
Project Inspector	Yes	\$30.00	\$49.01	\$0.81	\$7.70	\$88	\$131
Project Inspector	Yes	\$35.00	\$57.17	\$0.95	\$8.98	\$102	\$153
Traffic Signal and Lighting Inspector	Yes	\$35.00	\$57.17	\$0.95	\$8.98	\$102	\$153
Asphalt Monitor	Yes	\$22.00	\$35.94	\$0.59	\$5.65	\$64	\$96
Documentation Clerk	No	\$28.50	\$46.55	\$0.77	\$7.32	\$83	N/A
Construction Engineer Level 1	No	\$38.50	\$62.89	\$1.04	\$9.88	\$112	N/A
Construction Engineer Level 2	No	\$65.00	\$106.18	\$1.76	\$16.68	\$190	N/A
Project Manager	No	\$65.00	\$106.18	\$1.76	\$16.68	\$190	N/A

¹ **Note:** Rounded the nearest dollar.

CONSTRUCTION SERVICES UNIT RATES

PERSONNEL

Project Inspector (1015).....	per Hourly Rate Calculations
Administrative/Secretarial (Documentation Clerk) (1006)	per Hourly Rate Calculations
Construction Engineer Level 1 (1002)	per Hourly Rate Calculations
Project Manager (1003)	per Hourly Rate Calculations

Note: Fees for part-time or intermittent services will apply portal-to-portal.

EQUIPMENT

Coring Gun, Generator (2CORE)	\$220.00/day
Nuclear Densometer for Soil Moisture-Density or Bituminous Density Testing ASTM D2922, ASTM D2950 (2NUC)	\$40.00/day
Concrete Test Kit (2CON)	\$15.00/day
Vehicle – Automobile or Truck (2ODOTVEH)	\$49.00/day

LABORATORY TESTS

CONCRETE:

Standard Compression Strength Cylinder (Includes Mold), ASTM C 39 (6C003).....	\$20.00/each
Concrete Beam, Modulus of Rupture (ASTM C-293, C-78) (6C005)	\$60.00/each

ASPHALT:

Bulk Specific Gravity and Density ASTM D-2726 (6B010):	\$50.00/each
Extraction for AC Content Method A or Method B, ASTM D-2172 (6B006) or (6B007):.....	\$200.00/each

Note: Fees for laboratory tests not listed above will be quoted upon request.

MISCELLANEOUS EXPENSES

Overtime

Saturday and excess of 8 hours/day	per Hourly Rate Calculations
Sunday and Holidays	per Hourly Rate Calculations



GENERAL NOTES AND CONDITIONS

1. These prices are applicable for the duration of the project.
2. The CTL operations are organized into several different departments. Fee schedules for any of the other department services are available by contacting our marketing department.
3. Testing services are typically performed in the order in which samples are received in the laboratory. Routine turnaround time on analytical samples is one to two weeks. A surcharge of 50 percent for overtime rates may be applied for rush work.
4. Upon completion of testing, samples remaining after testing are typically kept one month and then discarded. Any extension of this time should be requested in writing. An invoice for storage charges will be submitted on an annual basis. Samples containing toxic or hazardous materials may be returned to the client for disposal. If CTL is required to perform disposal, our client will be billed for disposal costs.
5. Clients are expected to inform CTL of any known or suspected hazards in the samples submitted. Samples containing hazardous levels of radioactivity will not be accepted by the laboratory.
6. Samples submitted for testing should include the sample source and type, the time of collection if applicable, a purchase order, chain of custody form and a list of the analysis to be completed by CTL. Chain of custody forms are available from CTL laboratory personnel if needed. Label each sample clearly and completely.
7. Reports and copies of reports will be sent only to the client unless the client formally requests us otherwise in writing. CTL maintains strict confidentiality with our clients. All data, reports, proprietary information and records associated with clients are maintained in strict confidence.
8. CTL states that analytical work shall be performed in accordance with good laboratory practices and professional standards. No other warranty is expressed or implied.
9. Payment terms are Net 30 Days from date of invoice, with a 1.5% per month service charge applied to past due balances.



COST ESTIMATE

Phase 1 - US6

42 days	project inspector	8 hrs/d	\$95.00 \$/hr	\$31,920.00
42 days	overtime	1 hrs/d	\$142.00 \$/hr	\$5,964.00
42 days	vehicle/truck	1 truck	\$49.00 \$/d	\$2,058.00
10 days	project inspector/concrete tech	8 hrs/d	\$95.00 \$/hr	\$7,600.00
10 days	overtime	1 hrs/d	\$142.00 \$/hr	\$1,420.00
10 days	vehicle/truck	1 truck	\$49.00 \$/d	\$490.00
10 days	Concrete Test Kit	1 kit	\$ 15.00 \$/d	\$ 150.00
5 days	traffic signal and lighting inspector	8 hrs/d	\$102.00 \$/hr	\$4,080.00
5 days	vehicle/truck	1 truck	\$49.00 \$/d	\$245.00
5 days	Asphalt Monitor	8 hrs/d	\$64.00 \$/d	\$2,560.00
5 days	Vehicle/Truck	1 vehicle	\$49.00 \$/d	\$245.00
10 weeks	documentation clerk	10 hrs/wk	\$83.00 \$/hr	\$8,300.00
45 days	Project Engineer 1	2 hrs/d	\$112.00 \$/hr	\$10,080.00
25 days	Vehicle/Truck	1 vehicle	\$49.00 \$/d	\$1,225.00
10 weeks	Project manager/constr engineer 2	10 hrs/w	\$190.00 \$/hr	\$19,000.00
10 days	Vehicle/Truck	1 vehicle	\$49.00 \$/d	\$490.00
Lab Testing				
	Extraction For AC Content and Gradatio	5 each	\$200.00 \$/ea	\$1,000.00
	Bulk Specific Gravity and Density	40 each	\$65.00 \$/ea	\$2,600.00
	Concrete Beam Modulus of Rupture	15 each	\$ 60.00 \$/ea	\$ 900.00
	Standard Compression Stength Cylinder	24 each	\$ 20.00 \$/ea	\$ 480.00
subtotal				\$100,807.00

Phases 2 - US6

42 days	project inspector	8 hrs/d	\$95.00 \$/hr	\$31,920.00
42 days	overtime	1 hrs/d	\$142.00 \$/hr	\$5,964.00
42 days	vehicle/truck	1 truck	\$49.00 \$/d	\$2,058.00
10 days	project inspector/concrete tech	8 hrs/d	\$95.00 \$/hr	\$7,600.00
10 days	overtime	1 hrs/d	\$142.00 \$/hr	\$1,420.00
10 days	vehicle/truck	1 truck	\$49.00 \$/d	\$490.00
10 days	Concrete Test Kit	1 kit	\$ 15.00 \$/d	\$ 150.00
5 days	traffic signal and lighting inspector	8 hrs/d	\$102.00 \$/hr	\$4,080.00
5 days	vehicle/truck	1 truck	\$49.00 \$/d	\$245.00
5 days	Asphalt Monitor	8 hrs/d	\$64.00 \$/d	\$2,560.00
5 days	Vehicle/Truck	1 vehicle	\$49.00 \$/d	\$245.00
10 weeks	documentation clerk	10 hrs/wk	\$83.00 \$/hr	\$8,300.00
45 days	Project Engineer 1	2 hrs/d	\$112.00 \$/hr	\$10,080.00
25 days	Vehicle/Truck	1 vehicle	\$49.00 \$/d	\$1,225.00
2 weeks	Project manager/constr engineer 2	10 hrs/w	\$190.00 \$/hr	\$3,800.00
8 days	Vehicle/Truck	1 vehicle	\$49.00 \$/d	\$392.00
5 days	Coring Equipment	1 coring	\$220.00 \$/d	\$1,100.00
5 days	Nuclear Gauge	1 gauge	\$40.00 \$/d	\$200.00

Lab Testing

Extraction For AC Content	4 each	\$200.00	\$/ea	\$800.00
Bulk Specific Gravity and Density	40 each	\$65.00	\$/ea	\$2,600.00
Concrete Beam Modulus of Rupture	15 each	\$ 60.00	\$/ea	\$ 900.00
Standard Compression Stength Cylinder	24 each	\$ 20.00	\$/ea	\$ 480.00

subtotal \$86,609.00

**Phases 3 and 4 completed concurrently with phases 1 and 2.

Phase 4- US6

8 days	project inspector	8 hrs/d	\$95.00	\$/hr	\$6,080.00
8 days	overtime	1 hrs/d	\$142.00	\$/hr	\$1,136.00
8 days	vehicle/truck	1 truck	\$49.00	\$/d	\$392.00
2 weeks	documentation clerk	10 hrs/wk	\$83.00	\$/hr	\$1,660.00
10 days	Project Engineer 1	2 hrs/d	\$112.00	\$/hr	\$2,240.00
10 days	Vehicle/Truck	1 vehicle	\$49.00	\$/d	\$490.00
2 weeks	Project manager/constr engineer 2	10 hrs/w	\$190.00	\$/hr	\$3,800.00
2 days	Vehicle/Truck	1 vehicle	\$49.00	\$/d	\$98.00

subtotal \$15,896.00

Project closeout-

15 days	documentation clerk	8 hrs/d	\$83.00	\$/hr	\$9,960.00
15 days	Project Engineer 1	2 hrs/d	\$112.00	\$/hr	\$3,360.00
3 weeks	project manager/constr engineer 2	4 hrs/w	\$190.00	\$/hr	\$2,280.00

subtotal \$15,600.00

Estimated Total \$218,912.00

**Phase 5 asphalt contained in phases 1 and 2

****If Authorized, concrete sampling and testing for non-QC/QA items of work (regular bid items)**

Concrete Testing

30 days	project inspector/concrete tech	8 hrs/d	\$95.00	\$/hr	\$22,800.00
10 days	overtime	1 hrs/d	\$142.00	\$/hr	\$1,420.00
30 days	vehicle/truck	1 truck	\$49.00	\$/d	\$1,470.00
30 days	Concrete Test Kit	1 kit	\$ 15.00	\$/d	\$ 450.00
Lab Testing					
	Standard Compression Stength Cylinder	25 each	\$ 20.00	\$/ea	\$ 500.00

***** concrete testing total \$26,640.00**

RESOLUTION NO. 2020-25

Introduced by Trey Hardy

A RESOLUTION AUTHORIZING THE APPOINTMENT OF MICHAEL SPAFFORD AS CITY MANAGER ON AN INTERIM BASIS, AUTHORIZING AN EMPLOYMENT AGREEMENT MEMORIALIZING THE SAME, AND DECLARING AN EMERGENCY.

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

SECTION 1. The Huron City Council desires to have Michael Spafford serve as the City Manager on an interim basis, during which time, he shall be referred to as the “Interim City Manager,” but shall perform all duties and functions and exercise the same authority provided to the City Manager under the Charter and Codified Ordinances.

SECTION 2. That Council authorizes the Mayor to execute an Employment Agreement which establishes the terms and conditions of Mr. Spafford’s employment as Interim City Manager, which shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 21st day of March, 2020, by and between the City of Huron, an Ohio municipal corporation (hereinafter called "Employer") and Michael L. Spafford (hereinafter called "Employee"), an individual who has the education, training and experience in local government management sufficient to satisfy the requirements of the Charter and Codified Ordinances of the City of Huron to serve as City Manager and who shall serve in that capacity as the Interim City Manager, in accordance with the terms and conditions set forth below.

SECTION 1: TERM

The term of this Agreement shall be for an initial interim period of 6 months from March 21, 2020 through September 20th, 2020 or until a long-term, full-time City Manager is selected and starts working in that position. Upon completion of the initial term, the terms and conditions of this Agreement may be extended on a month to month basis by mutual agreement of the Employer and Employee.

It is understood that during the term of this Agreement, Employer will be engaging in a search for a long-term, full-time City Manager. Employee understands that his employment as Interim City Manager does not entitle him to the long-term, full-time position of City Manager upon completion of the term of this Agreement and it is incumbent upon Employee to engage in and participate in the Employer's candidate selection and hiring process for the long-term, full-time City Manager if he wishes to be considered for the position.

Upon Employer's completion of the selection process for the long-term, full-time City Manager position, Employee shall be entitled to the following:

1. If the Employee is not selected for the full-time, long-term City Manager position, Employee may return to his position as Assistant to the City Manager, subject to the discretion of the long-term, full-time City Manager.
 - a. If, within thirty (30) days after the long-term full-time City Manager starts working for Employer, the long-term, full-time City Manager decides not to keep Employee employed as the Assistant to the City Manager or if Employee voluntarily decides to resign from employment with Employer, Employee shall be entitled to all compensation and benefits provided for in the Severance provision of this Agreement, including salary, accrued vacation and sick leave, paid in lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option, plus continuation of all benefits for three (3) months following the date of Employee's resignation or the City Manager's decision not to retain Employee as Assistant to the City Manager.
 - b. If, after thirty (30) days from the start date of the long-term, full-time City Manager, either the City Manager or the Employee decide that Employee will no longer work as the Assistant to the City Manager, Employee shall receive

only those benefits provided to other City Employees upon their voluntary resignation from employment with Employer.

2. If the Employee is selected for the full-time, long-term City Manager position: Employee and Employer will negotiate a comprehensive employment agreement that will supersede this Agreement in its entirety.
3. If the Employer decides for any or no reason that Employee should no longer serve as Interim City Manager, then Employee shall receive the compensation and benefits provided for in the Severance provision of this Agreement.

SECTION 2: DUTIES AND AUTHORITY

Employer, as the Interim City Manager, shall serve as the chief executive officer of the Employer and shall faithfully perform the duties of the City Manager as prescribed in the job description as set forth in the Employer's charter and/or ordinances as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

SECTION 3: COMPENSATION

Base Salary. Employer agrees to pay Employee an annual base salary of Ninety-five Thousand Dollars (\$95,000.00), payable in installments following the Employer's standard payroll operations.

SECTION 4: HEALTH AND LIFE INSURANCE BENEFITS

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his dependents, at a minimum, equal to that which is provided to all other employees of the City of Huron.

B. The Employer shall pay the amount of premium due for term life insurance in the same amount as currently provided to Employee in his capacity as an Assistant to the City Manager, including all increases in the base salary during the life of this Agreement.

SECTION 5: VACATION, SICK, AND MILITARY LEAVE

A. Upon commencement of this Agreement, the Employee shall accrue vacation leave on an annual basis at a rate of four (4) weeks under the same rules and provisions applicable to other employees.

B. Upon commencing employment, the Employee shall accrue sick leave at a rate of 1-1/4 work days with pay for each month of service, under the same rules and provisions applicable to other employees.

C. The Employee is entitled to accrue leave in accordance with the Codified Ordinances, and such leave shall be used, paid out, disposed of, or lost under the provisions set forth in the Codified Ordinances.

SECTION 6: RETIREMENT

The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf.

SECTION 7: GENERAL BUSINESS EXPENSES

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state and local governmental groups and committee in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expense of Employee for the short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to come an active member in local civic clubs or organizations.

E. Employer has provided Employee, for business and personal use, a laptop computer, software, and/or tablet computer and relevant service expenditures for business and personal use to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall become the property of the Employee and at the discretion of the Employer any mobile phone number shall be transferred to the Employee.

F. Employer will reimburse employee for his personal cellular telephone and corresponding data plan expenses in an amount not to exceed eighty dollars (\$80.00) per month.

SECTION 8: TERMINATION

A. For the purpose of this Agreement, termination shall occur when:

1. The governing body votes to terminate the Employee by a five-sevenths majority vote of all members elected thereto, pursuant to the terms set forth in Section 4.04 of the Huron Charter.

2. If the Employer, citizens or legislature acts to amend any provisions of the Charter pertaining to the role, powers, duties authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such actions shall constitute a breach of this Agreement and will be regarded as a termination.

SECTION 9: SEVERANCE

Severance shall be paid to the Employee when employment is terminated for any or no reason, or for any of the reasons contemplated elsewhere in this Agreement:

A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to three (3) months' salary and all corresponding benefits provided for in this Agreement. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option.

B. The Employee shall also be compensated for all sick leave, vacation leave, and all paid holidays in accordance with the Codified Ordinances.

C. For a minimum period of three (3) months following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and eligible spouse and dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

2. Life insurance as provided in Section 4D.

3. Any other available benefits.

D. If the Employee is terminated because of a felony conviction, then the Employer is not obligated to pay severance under this section.

SECTION 10: RESIGNATIOON

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days' notice unless Employer and Employee agree otherwise.

SECTION 11: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of

the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Huron Charter, local ordinances or any other law.

B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

C. The Employer has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the municipality in an amount sufficient to fund and pay all financial obligations of the Employer pursuant to this Agreement, including but not limited to, the Severance and other benefits set forth in this agreement.

SECTION 12: NOTICES

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Services, postage prepaid, and addressed as follows:

AS TO EMPLOYER: City of Huron
 417 Main Street
 Huron, Ohio 44839

AS TO EMPLOYEE: Michael Spafford
 725 Salem Drive
 Huron, Ohio 44839

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 13: GENERAL PROVISIONS

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. **Effective Date.** This Agreement shall become effective on March 21, 2020.

D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. **Precedence.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive stated or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

FOR THE CITY OF HURON

By: _____
Sam Artino, Mayor

Date: _____

EMPLOYEE:

Michael Spafford

Date: _____

Approved as to form:

Law Director

BY: _____

TEMP NO: _____

RESOLUTION NO. 2020-26

**A RESOLUTION AUTHORIZING THE MAYOR TO CONTRACT WITH THE LAW FIRM OF
SEELEY SAVIDGE EBERT & GOURASH, CO., LPA (SSEG) FOR LEGAL SERVICES AND
DECLARING EMERGENCY.**

WHEREAS, the City of Huron, Ohio wishes to engage the law firm of SSEG for legal services for the review and investigation relating to a certain Real Estate acquisition including any and all communications, e-mails, telephone conferences, title work, finances, Resolutions and Ordinances in connection thereto, and any other matters as may be assigned by the City of Huron.

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

Section No. 1: That SSEG shall perform all services necessary to perform a review and investigation concerning the acquisition of Erie County Permanent Parcel Number 42-01077.000, any and all adjacent lands comprising the "Showboat" property, and any and all lands directly or indirectly relating thereto;

Section No. 2: That the law firm of SSEG shall perform said services, for legal fees which shall not exceed \$10,000.00 (Ten Thousand Dollars & 00/100) without prior approval and shall be at a rate of One Hundred Seventy Five Dollars (\$175.00) per hour. (Exclusive of costs for ancillary services that may be needed or required to finalize SSEG's review, which costs and expenses shall be approved in advance by the City of Huron);

Section No. 3: That should any fees for legal services exceed \$10,000 (Ten Thousand Dollars & 00/100), such services shall only be provided with prior authorization and approval by the City of Huron;

Section No. 4: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees which 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 No. 5: That this Resolution is hereby declared to be an emergency measure, the emergency being the necessity of undertaking the necessary legal analysis and review in a timely manner to uphold the laws and regulations of the City, thus for the health, safety, and welfare of the public. Therefore, this Resolution shall go into immediate force and effect from and after its passage and approval by the Mayor.

PASSED: _____

Mayor

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor