



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, July 14, 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 immediately preceding the meeting of Council. Such comments or questions will be read aloud by the Clerk of Council at the meeting of the body to which it is addressed. *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 Monday, July 13, 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

Approval of Council minutes for the regular meetings of June 9, and June 23, 2020, and the special meeting of June 17, 2020.

IV. Mayor's Proclamation

A Proclamation memorializing Dr. David Dreffer's years of service to the Huron community.

V. Presentation

Update from the Erie County Health Department regarding COVID-19.

VI. Audience Comments

The Council Clerk will read any public comments received.

VII. Old Business

VIIa. Legal Discussion

ConAgra Land Swap

VIIb. Legal Discussion

Showboat Property

VIII. New Business

VIIIa. Resolution No. 2020-46

A resolution authorizing the Interim City Manager to enter into a lease agreement with I-5's.

VIIIb. Resolution No. 2020-47

A resolution authorizing the Interim City Manager to execute loan documents with the Ohio Environmental Protection Agency relating to the water plant improvement project.

VIIIc. Resolution No. 2020-48

A resolution authorizing the Interim City Manager to enter into an agreement with Poggemeyer Design Group for provision of engineering and inspection services for the water plant improvement project.

VIIId. Resolution No. 2020-49

A resolution accepting the award grant from the Ohio Law Enforcement Body Armor Program.

VIIIe. Ordinance No. 2020-13

An ordinance establishing a plan review fee schedule for commercial/industrial properties.

VIII f. Ordinance No. 2020-14

An appropriations measure amending appropriations and estimated resources.

VIIIhg Resolution No. 2020-50

A resolution authorizing the Interim City Manager to enter into an amended employment agreement with Chief of Police Robert Lippert.

VIIIh. Resolution No. 2020-51

A resolution authorizing the Interim City Manager to enter into an agreement with Underground Utilities, Inc. for water line work required at the Berlin Road intersection.

IX. City Manager's Discussion

X. Mayor's Discussion

XI. For the Good of the Order

XII. Executive Session(s) Executive Session for the purpose of addressing the possible investment or expenditure of public funds to be made in connection with a proposed economic development project.

XIII. Adjournment



TO: Mayor Artino and City Council
FROM: Mike Spafford , Interim City Manager
RE: Resolution No. 2020-46
DATE: July 14, 2020

Subject Matter/Background

Resolution No. 2020-46 authorizes a lease agreement with VEGA Bar and Grill LLC, dba I-5's of Huron for the use of City property (I-5's patio area) and is being presented due to expiration of the prior lease on May 31, 2020. Daniel R. Hitlan, owner of VEGA Bar and Grill LLC, took possession of the property on July 6, 2020 and would like to get an agreement in place as soon as possible. The annual lease payment remains the same, and the lease term is from July 15, 2020 through July 14, 2023.

History

In 2016 357 LTD requested to amend the contract language to expand the footprint of leased City property by an additional 200 sq. ft. as the business' future plans included the construction of a covered outdoor bar area within the new space. It was noted at the time that a development agreement to address the details of the planned improvement of the outside bar area would be a requirement. 357 LTD never initiated the planned construction of the covered outdoor bar area.

In 2019, the lease agreement was revised to include language relative to sound amplification and references the city ordinance on the subject and provides an additional contract variable that can be enforced (Resolution 2019-36). That lease agreement expired on May 31, 2020.

Financial Review

The anticipated revenue of \$2,720 for 2020 has been included in the adopted municipal budget and will be deposited in the Boat Basin Fund (210), similar to past years.

Legal Review

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

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2020-46 is in order.

[Resolution No. 2020-46.docx](#)

[Resolution No. 2020-46 Exhibit A.docx](#)

RESOLUTION NO. 2020-46

Introduced by: Christine Crawford

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH VEGA BAR AND GRILL LLC, DBA I-5's OF HURON, FOR A PORTION OF THE GROUNDS AND WALKWAYS SURROUNDING THE CITY'S SMALL BOAT MOORING BASIN IN THE AMOUNT OF TWO THOUSAND SEVEN HUNDRED TWENTY AND 00/100 DOLLARS (\$2,720.00) PAYABLE TO THE CITY OF HURON.

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

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into a Lease Agreement with VEGA Bar and Grill LLC, dba I-5's of Huron, for a portion of the grounds and walkways surrounding the City's Small Boat Mooring Basin, which Lease Agreement shall be in substantially 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 immediately upon its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

LEASE AGREEMENT

This Lease Agreement is made between and among the City of Huron, Ohio, a municipal corporation of Erie County, Ohio, hereinafter called "City," and VEGA Bar and Grill LLC, dba I-5's of Huron., by and through its authorized representative, Daniel R. Hitlan, hereinafter collectively called "Lessees," for the purpose of leasing to Lessees a portion of the grounds and walkways owned by the City surrounding the City's Small Boat Mooring Basin.

WHEREAS, the purpose of the Lease Agreement is to allow Lessees to utilize Unit(s) in the Anchorpoint Condominium in the operation of a restaurant/tavern business known as "I-5's of Huron," such facility being adjacent to the grounds and walkways surrounding the City's Small Boat Mooring Basin and Lessees wish to lease a portion of those grounds and walkways for outside service in connection with such business; and

WHEREAS, the parties have met and have agreed that it would be mutually beneficial to enter into this Lease Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The City hereby leases unto Lessees that portion of the grounds and walkways surrounding its Small Boat Mooring Basin depicted in Exhibit "A" attached hereto and made a part hereof.
2. The term of this Lease Agreement shall be effective July 15, 2020 and shall terminate on July 14, 2023. Lessees shall be afforded a right of first refusal for a successive Lease of the property upon expiration of this Agreement. This right shall extend no later than one calendar year from expiration; and shall be void in the event that Lessees breach any article stated herein during the stated term of this Agreement or renewal of this Agreement.
3. The Annual Lease Payment shall be Two Thousand Seven Hundred Twenty and 00/100 Dollars (\$2,720.00) which is payable in three equal installments of Nine Hundred Six and 66/100 Dollars (\$906.66) on the first day of July, August and September, except that in the initial year of the Lease, the first payment shall be due on July 15, 2020.
4. Lessees shall save the City harmless and indemnify the City against any and all liability for personal injury, property damage or loss of life or property resulting from, or in any way connected with, the condition or use of the premises, including but not limited to all acts or claims arising or claimed to arise in connection with Lessees' operation of its restaurant/tavern business.

As further security for this indemnification, Lessees shall obtain and keep in full force and effect during the term of this Lease, general liability insurance, with limits of at least Two Million Dollars (\$2,000,000.00) for personal injury or death and Two Hundred Fifty Thousand Dollars (\$250,000.00) for property damage. The

City shall be listed as an additional insured and shall be given at least thirty (30) days written notification of an intent to cancel. Lessees shall provide the City Manager with a Certificate from the insurance company attesting to the existence of such insurance, its term and proof of payment of the premium. The delivery of such Certificate and the maintenance of such policy or policies in good standing shall be a specific condition of this Lease, and if, at any time, such Certificate and the insurance it represents shall lapse, Lessees' right to occupy the leased property shall immediately cease and Lessees shall vacate the same.

The provisions of this paragraph 4 shall survive the Term of this Lease Agreement.

5. Lessees, all employees, agents, contractors, and any other persons subject to their direction and control shall **strictly** comply with all Ohio Department of Liquor Control, federal, state, and local laws, orders, instructions, requirements, guidance, and any other safeguards, including those related to any and all communicable diseases, including COVID-19. Lessees agree to be solely responsible for ensuring that the activities covered by this Agreement will be operated, run, managed, and conducted in a manner consistent with all applicable all federal, state, and local laws, orders, instructions, requirements, guidance, and any other safeguards, including those related to COVID-19, and will coordinate with the Erie County Department of Health to ensure the same. Lessees understand its business will expose it and its employees, agents, contractors and other persons subject to its control to a risk of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19), including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist, and KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE CITY, and assumes full responsibility for any such risk which may occur at the Event. Lessees further AGREE TO INDEMNIFY, RELEASE, AND HOLD HARMLESS the City, and its officials, agents, and/or employees ("RELEASEES"), WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, ACTIONS, ETC. OF ANY TYPE FOR ANY ALLEGED INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE CITY OR OTHERWISE, to the fullest extent permitted by law.
6. Lessees shall keep all areas of the leased property and the improvements installed thereon in good repair and in a clean and sanitary condition, free and clear of all hazards and debris. Lessees shall take all steps to keep vermin, stray animals and pests away from and off the leased premises. Lessees shall take all steps necessary to abide by all local sound amplification ordinance restrictions.
7. Either party, during the term of this lease, or any extension or renewal thereof, may terminate this lease by notice, in writing, to the other party delivered sixty (60) days

prior to the date of termination, in which case, the rent shall be prorated to the date of termination.

8. Lessees shall be required to submit to the City of Huron Planning Commission site plan renderings for any structural improvements proposed for the Property. The City Council retains final discretion in the approval of structural improvements to the land which is subject to the Lease Agreement.
9. Upon termination, at the option of the City, the improvements maintained by Lessees shall become the property of the City without compensation to Lessees or shall be removed by Lessees and the property restored, as nearly as possible, to its condition existing prior to those improvements.
10. VEGA Bar and Grill LLC, dba I-5's of Huron, and Daniel R. Hitlan acknowledge each entity and/or individual is receiving significant benefit from this Lease Agreement, either as a limited liability company or in his individual capacity due to his ownership of units and/or shares of stock. Each such entity and/or individual shall be jointly and severally liable for the obligations of Lessees hereunder.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed duplicates hereof this _____ day of _____, 2020.

LESSOR:

In the presence of:

THE CITY OF HURON, OHIO

Michael Spafford, Interim City Manager

As To Lessees:

LESSEES:

VEGA BAR AND GRILL LLC,
dba I-5s of HURON

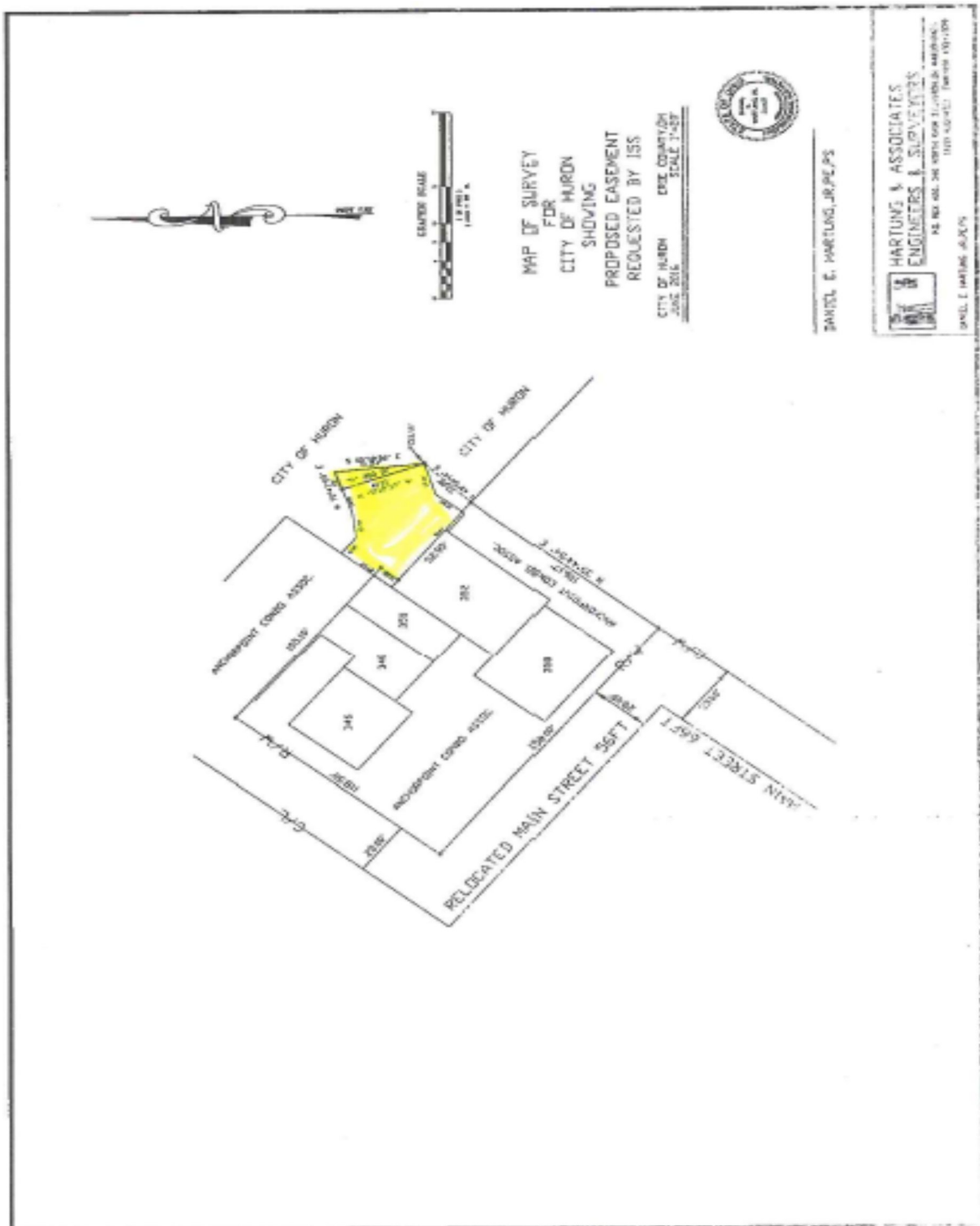
By: Daniel R. Hitlan

Title: _____

APPROVED AS TO LEGAL FORM:

Todd Schrader, Law Director

EXHIBIT A





TO: Mayor Artino and City Council
FROM: Mike Spafford , Interim City Manager
RE: Resolution No. 2020-47
DATE: July 14, 2020

Subject Matter/Background

As submitted by Jason Gibboney, Water Superintendent:

I am requesting Council approval and agreement to the attached Water Supply Revolving Loan Account Agreement. As you will recall, we awarded the sludge removal equipment project to Kirk Brothers on January 28, 2020 (Resolution No. 2020-3). Staff has secured a loan through the Ohio Environmental Protection Agency for a term of 20 years at 0% interest. The total cost of borrowing will be \$942,134.00 over a total of 40 payments. The loan award is one of the final legislative steps as we move into active construction.

Financial Review

Application to the loan was approved by Council during design and planning of the sludge rake project. The loan through Ohio EPA was included in the Water Department's 10-year budget and will be receipted into the Water Capital Fund (603). The loan will be used to pay for construction and inspection of the sludge reake project. Debt service payments will be made through the Water Debt Service Fund (602).

Legal Review

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

Recommendation

If Council is in support of the request, a motion adopting Resolution No. 2020-74 would be in order.

[Resolution No. 2020-47.rtf](#)

[Resolution No. 2020-47 Exhibit A.pdf](#)

RESOLUTION NO. 2020-47

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT AGREEMENT ON BEHALF OF THE CITY OF HURON FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF WATER FACILITIES; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN.

WHEREAS, the City of Huron seeks to upgrade its existing water facilities; and

WHEREAS, the City of Huron intends to apply for a Water Supply Revolving Loan Account (WSRLA) for the planning, design and/or construction of water facilities; and

WHEREAS, the Ohio Water Supply Revolving Loan Account requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source; now therefore,

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

SECTION 1. That the Interim City Manager, on behalf of the City of Huron, be and is hereby authorized to apply for a WSRLA loan, sign all documents for and enter into a Water Supply Revolving Loan Account with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of water facilities on behalf of the City of Huron.

SECTION 2. That the dedicated source of repayment will be the Water Capital Projects (603) Fund.

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

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

WATER SUPPLY REVOLVING LOAN ACCOUNT LOAN AGREEMENT

This Agreement made and entered into as of the “Effective Date,” by and among the Director of Environmental Protection (the “Director”), as the Director of the Environmental Protection Agency of the State of Ohio, an agency duly created and existing under the laws of the State of Ohio, the Ohio Water Development Authority¹, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Ohio Revised Code (the “OWDA,” and together with the Director, the “State”), and the governmental body specified as the “Borrower” on Exhibit 1, a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or resolution passed by the legislative authority of the Borrower on the date specified on Exhibit 1, as the “Resolution Date” (the capitalized terms not defined in the recitals being as defined in Article I herein);

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the State, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the State for the protection and preservation of the public health, safety, convenience, and welfare, and the improvement of the economic welfare or employment opportunities of and the creation of jobs for the people of the State, or to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Ohio Revised Code; and

WHEREAS, Section 1452 (42 U.S.C. 300j-12) of the Safe Drinking Water Act Amendments of 1996 (the “SDWA”), authorizes the Administrator of the United States Environmental Protection Agency to make capitalization grants to states to establish a drinking water assistance fund; and

WHEREAS, pursuant to the SDWA, states can provide low-cost loans and other types of assistance from a drinking water state revolving fund to eligible public water supply systems to finance the costs of infrastructure needed to achieve or maintain compliance with SDWA requirements; and

WHEREAS, the State has created a drinking water state revolving fund, designated the Drinking Water Assistance Fund (“DWAF”), and within the DWAF has created the Water Supply Revolving Loan Account (the “WSRLA”), pursuant to Ohio Revised Code Section 6109.22 to provide low-cost loans and other types of financial assistance as set forth in said Section; and

WHEREAS, to assist the Director (whenever the term “Director” is used herein, such term shall also be deemed to include the Director’s designated representative(s), if any) in providing low-cost loans and other types of assistance from the DWAF, and to assist in the administration and operation of the DWAF as authorized by the Ohio Revised Code Section 6109.22, the Director has entered into an Interagency Agreement with the OWDA, dated July 30, 1998 and has annually entered into a renewal of that Agreement; and

WHEREAS, the Borrower is desirous of obtaining financing for necessary Project Facilities, using funds from the WSRLA; and

¹ The approval and execution of this Agreement by the OWDA is required only if this Agreement provides for a loan and if the payments of the principal or interest on the loan are or are expected to be pledged to secure payment of bonds issued or expected to be issued by the OWDA.

WHEREAS, the State is willing to provide financing to the Borrower for such Project Facilities, and the Director has determined that the Borrower has complied with the requirements of Ohio Revised Code Section 6109.22, and is therefore eligible for financial assistance for its Project Facilities under the SDWA and said Section; and

WHEREAS, the Borrower has demonstrated to the satisfaction of the State that it has the capability to pay the Semi-Annual Payment over the Contract Period of Years; and

WHEREAS, the State and the Borrower have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

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

ARTICLE I - DEFINITIONS

Section 1.1. Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

(a) "Application Fee" means a charge levied by the State and paid by the Borrower at the time of the execution of this Agreement to partially offset administrative costs of the Agreement. This fee may be included as an eligible project cost. The fee is calculated at one and thirty-five hundredths percent (1.35%) of the estimated Eligible Project Costs, allocated as follows: to the Director, one percent (1.00%), and to the OWDA, thirty-five hundredths percent (.35%).

(b) "Approved Application" means the application submitted to the Director on the date shown on Exhibit 1, as the "Application Date," together with all attachments, supporting documentation, amendments and supplements thereto as approved by the State, together with any amendments thereto approved by the Borrower and the State after the date of this Agreement.

(c) "Borrower" means the entity identified on Exhibit 1, which is an entity eligible to receive assistance under Section 1452 of the SDWA and Ohio Revised Code Section 6109.22.

(d) "Capitalized Interest Rate" means the effective rate of interest at which interest accrues on Principal Amounts disbursed during the construction period from the date of such disbursement.

(e) "Contract Interest Rate" means the interest rate per annum shown on Exhibit 1, as "Interest Rate."

(f) "Contract Period" means the period beginning on the Effective Date and ending on the date of the conclusion of the Contract Period of Years.

(g) "Contract Period of Years" means the period of calendar years shown on Exhibit 1, as "Term In Years," commencing on the Date of Initial Payment to the WSRLA as set forth on the project schedule on Exhibit 1, provided that it shall commence no later than twelve (12) months following the actual Initiation of Operation of the Project Facilities, as presently determined in the project schedule, but in no event shall the Contract Period of Years exceed the "Term in Years" identified on Exhibit 1.

(h) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(i) “Effective Date” means the most recent date of signature of this Agreement by the authorized representative of each of the parties, as indicated herein.

(j) “Eligible Project Costs” shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the proviso below), costs that may be disbursed out of funds from the WSRLA, a description and distribution of which, subject to paragraph 4.1. hereof, is shown on Exhibit 1, which is hereby incorporated into this Agreement, and revision to which Exhibit can occur only with the agreement of the State and Borrower; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the State, the payment of such costs by the State would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation.

(k) “Project Plan” means all materials developed by the Borrower and the Director, including the Director’s approvals and any applicable conditions, in satisfaction of Ohio Revised Code Sections 6109.07, 6109.22 and 6109.24, and applicable requirements of federal law.

(l) “Finding of No Significant Impact” or “FNSI” means all materials developed by the Borrower and the Director in satisfaction of Ohio Revised Code Section 6109.22 (J)(4).

(m) “Participation Rate” means the dollar amount per semi-annual period necessary to amortize a principal amount of one dollar over the Contract Period of Years at the Contract Interest Rate.

(n) “Pledged Revenues” means the one or more dedicated sources of revenue for payment of the Semi-Annual Payment, all as described in Exhibit 1, which shall include, unless otherwise indicated on Exhibit 1, Drinking Water Service Charges and other revenues derived by the Borrower from the ownership and operation of its public drinking water system (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the system and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the Borrower to secure debt obligations heretofore or hereafter issued or incurred by the Borrower for the system.

(o) “Project Facilities” means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit 1, attached hereto and made a part hereof and more particularly described in the approved plans, specifications and approvals on file with the Director, together with any changes therein made pursuant to Article III hereof.

(p) “Project Participation Principal Amount” means those Eligible Project Costs that are paid with moneys disbursed out of funds from the WSRLA, which costs shall in no event exceed the amount specified on Exhibit 1 as the “Principal Amount.”

(q) “Project Site” means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(r) “Semi-Annual Payment” means the amount equal to the Project Participation Principal Amount multiplied by the Participation Rate. An estimate of the Semi-Annual Payment based on the Principal Amount and the Participation Rate is specified on Exhibit 1, beneath the Principal Amount.

If the Contract Period of Years commences prior to the final determination of the Project Participation Principal Amount, the Semi-Annual Payment shall be based upon the best figures available at the time the computation of each Semi-Annual Payment is required to be made. When such final costs are known, the Semi-Annual Payment shall be recomputed and the next following Semi-Annual Payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Project Participation Principal Amount been used in computing the Semi-Annual Payment at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(s) “Special Assessment Funds” means the proceeds from the special assessments to be hereafter levied, if any, by the Borrower to pay all or a portion of the cost of the Project Facilities including repayment of the loan provided for herein. In such cases where assessments are to be levied, Exhibit 1 sets out the Resolution of Necessity adopted by the appropriate legislative authority.

(t) “Drinking Water Service Charge” means a charge against the user payable to the Borrower for the distribution and treatment of public drinking water and for the provision of the facilities therefor.

ARTICLE II - PROPERTY INTEREST IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the Borrower.

Section 2.2. The Borrower agrees that the State or its designated representatives shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The Borrower further agrees that the State or its designated representatives shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8. hereof.

ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES, AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the Borrower shall do all things necessary to construct the Project Facilities on the Project Site (which the Borrower hereby represents has been acquired by the Borrower) by means of the construction contract.

Section 3.2. In connection with the construction of the Project Facilities, the Borrower agrees that:

(a) It will proceed expeditiously with, and complete, the Project Facilities in accordance with the specific terms and conditions of each of the following: plan approvals, the Finding of No Significant Impact, and the approved project detailed plans and specifications, or amendments thereto as approved by the Director. The Borrower accepts such performance as an essential element of this Agreement.

(b) The construction contract(s) will provide that the designated representatives of the State will have access to the work whenever it is in preparation or progress and that the contractor will provide for such access and inspection.

(c) The construction of the Project Facilities on the Project Site, including the letting of contracts in connection therewith, will conform to applicable requirements of Federal, State and local laws, ordinances, rules and regulations and will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(d) Following construction contract award and prior to the commencement of construction, the Borrower will arrange and conduct a pre-construction conference to include the Borrower, the consulting engineers of the Borrower, and all contractors, and designated representatives of the State as appropriate or necessary.

(e) The Borrower will comply with the provisions of 40 U.S.C.A. § 3142 (also known as the Davis-Bacon Act) and related Acts including, concerning rate of wages for laborers and mechanics employed by contractors and subcontractors.

(f) All construction contracts and contractors' estimate forms will be prepared so that materials and equipment furnished to the Borrower may be readily itemized by the Borrower and identified, if necessary, as to Eligible Project Costs and non-Eligible Project Costs.

(g) The Borrower will not submit requests for disbursement of non-Eligible Project Costs. If, based on a payment request submitted by the Borrower, the State disburses funds from the WSRLA which are subsequently determined to be for non-Eligible Project Costs, the State will be under no obligation to provide WSRLA funding beyond the Eligible Project Costs as shown on Exhibit 1, as amended.

(h) Any change(s) in a construction contract regardless of costs, which substantially modify the proposed Project Facilities or alter the direct or indirect impact of the Project Facilities will be submitted to the Director for prior approval and then, upon approval, be forwarded to the OWDA. If it is determined that the change(s) is substantial, additional Project Plans may be required to enable the Borrower to obtain the necessary plan approvals. The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the change orders until the Director's approval of the change orders has been obtained.

(i) Change orders that may not require prior approval of additional Project Plans by the Director shall be submitted to the Director within one (1) month of the time at which they are approved by the Borrower. The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the change orders until the Director determines that prior approval of additional Project Plans is not required and the costs are eligible.

(j) The Borrower will comply with all certifications and assurances as agreed to in the Application Compliance Certification, signed by the Authorized Representative of the Borrower.

(k) The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Project Costs unless the Borrower is in full compliance with the certifications and assurances made in the above referenced Application Compliance Certification.

(l) Except as otherwise provided in this Agreement, the Borrower shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

(m) In any year in which disbursements to the Borrower under this Agreement exceed \$750,000 the Borrower shall comply with the Single Audit Act (SAA) Amendments of 1996, 31 U.S.C.A. § 7501 and have

an audit of its use of Federal financial assistance (see 2 CFR Part 200). The Borrower agrees to keep a copy of the SAA audit for review, if requested, by the State for the life of the loan period.

(n) The Borrower acknowledges and agrees that its obligation under Section 3.2(c) to conform to applicable requirements of Federal laws, rules and regulations, includes, without limitation, the obligation to:

(i) Comply with all applicable Federal requirements imposed by the Federal Consolidated Appropriations Act and related State Revolving Fund Policy Guidelines, including, among others, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (A) the Borrower has requested and obtained a waiver from the Director pertaining to the Project or (B) the Director has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

(ii) Comply with all record keeping and reporting requirements under the Clean Water Act (CWA), including any reports required by the Federal agency or the Director such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (A) each contract and subcontract related to the Project is subject to audit by appropriate Federal and State entities and (B) failure to comply with the CWA and this Agreement may be a default hereunder that may result in the required immediate repayment from the Borrower of financial assistance provided under this Agreement and/or other remedial actions.

Section 3.3. In connection with the construction, accounting and auditing of the Project Facilities, the Borrower agrees to:

(a) Establish fiscal controls and accounting systems of all Project Costs. These systems must be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

(b) Keep accurate records of all Eligible Project Costs. These records must be kept in accordance with Generally Accepted Government Auditing Standards (GAGAS).

(c) Permit the State, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of conducting record reviews, audits or examination, which examination may include examination for compliance with Ohio Revised Code Section 6109.22, the SDWA, and other applicable federal laws, and the Borrower shall submit to the State such documents and information as they may require in connection therewith.

(d) In the event construction costs are to be paid from loan proceeds under this Agreement, the Borrower shall comply with the Federal Davis-Bacon Act, codified at 40 U.S.C.A. 3141-3144 unless waived in writing by the State, and as long as any such State waiver is consistent with federal law.

Section 3.4. The Borrower shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of its contract price as security for the faithful performance of its contract.

Section 3.5. The Borrower shall require that each of its contractors and all subcontractors maintain during the life of its contract, Workers' Compensation Insurance, Public Liability, Property Damage, Vehicle Liability Insurance, and Flood Insurance if appropriate, in amounts and on terms satisfactory to the State.

Until the Project Facilities are completed and accepted by the Borrower, the Borrower or (at the option of the Borrower) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the Director, the OWDA, the Borrower, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.6. The Borrower shall provide and maintain competent and adequate engineering services; said services covering the supervision and inspection of the development and construction of the Project Facilities in accordance with the specific terms and conditions of each of the following: plan approvals, the Finding of No Significant Impact, and the approved project detailed plans and specifications, or State approved amendments thereto.

Section 3.7. Subject to the terms and conditions of this Agreement, the approval of the Director, and upon compliance by the Borrower with all the requirements of the DWAF, the Ohio Revised Code Section 6109.22, and the SDWA, which must be met before receiving disbursement of Eligible Project Costs from the OWDA, the Eligible Project Costs shall be disbursed by the OWDA. In the event this Agreement is terminated by the State pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the Borrower, whether or not in breach of the Agreement, the Project Participation Principal Amount disbursed shall be due and payable in full no later than thirty (30) calendar days after said termination, or, at the State's option, upon terms mutually agreed to between the State and the Borrower.

Section 3.8. Upon being satisfied that the requirements of this Agreement have been met, the OWDA shall deliver to the Borrower a certificate, signed by the trustee for the DWAF (hereinafter referred to as the "Trustee", which has entered into a Trust Agreement with the Director and the OWDA to provide for the administration of the DWAF), certifying that monies in the amount necessary to pay all Eligible Project Costs are available or are within the present WSRLA Federal letter of credit ceiling and have been set aside by the Trustee to pay such Eligible Project Costs. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the Borrower, subject to the terms and provisions of this Agreement and the Interagency Agreement, and in accordance with the requirements of paragraph (k) of Section 3.2. above, the OWDA shall cause the Trustee to disburse monies of the DWAF in payment of the invoices, demands for payment, or other evidence of cost incurrence to be made to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth in such certificate to pay such obligated Eligible Project Costs. The Borrower represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the State.

Section 3.9. Upon completion of the Project Facilities, the Borrower shall make a full and complete accounting to the State of the final Eligible Project Costs.

Section 3.10. The Borrower shall comply with the following requirements in accordance with the time schedule contained in Section 3.11. hereof:

(a) In addition to the legislation required by this Agreement in the preambles, the Borrower, through its legislative body, shall pass legislation, to implement the system of user charges (Operation, Maintenance, and Replacement expenses) and the public water use ordinance that was contingently approved by the Director prior to the execution of this Agreement. In addition, if appropriate, the Borrower shall execute an approved intermunicipal service agreement.

(b) If deemed necessary by the plan approvals, the Borrower shall be in compliance with any required SDWA amendments, as described in the plan approvals, accepted in the Approved Application, and incorporated into this Agreement on Exhibit 1, as "Special Terms and Conditions," and made a part hereof.

(c) The Borrower shall comply with applicable "fair share" goals for utilization of Disadvantaged Business Enterprises and with related reporting requirements annually by October 15th of each year.

(d) The loan recipient shall notify the Director in writing within thirty (30) days of the completion of project construction, and shall submit the final change order, along with the contractor's final costs to the Director. The Director shall schedule the final inspection within one hundred eighty (180) days of the receipt of the notice of completion, provided that all necessary change orders have been submitted and approved.

Section 3.11. The Borrower shall be in conformance with the requirements of Section 3.10. above and in compliance with the following:

(a) By the time fifty percent (50%) of the Eligible Project Costs to be reimbursed by DWAF moneys have been disbursed by OWDA, the Borrower must demonstrate, to the satisfaction of the State, that it has completed the requirements of paragraph (a) of Section 3.10. above.

(b) At any time during the effective period of this Agreement, the Borrower must demonstrate, to the satisfaction of the State that it is in compliance with the requirements of paragraph (b) of Section 3.10. above, as the compliance relates to construction of the Project Facilities.

Except as related to paragraph (b) of Section 3.10. above, upon the failure of the Borrower to comply with the provisions of Section 3.10 and 3.11 herein as determined by the Director, the OWDA shall employ consulting engineers or other qualified personnel to perform any services necessary for the implementation of such requirements. All costs incurred by the OWDA in the employment of said personnel will be included in the Eligible Project Costs of the Project Facilities. Additionally, during the period of non-compliance with any of the requirements, the Borrower shall be precluded from submitting payment requests as noted in paragraph (k) of Section 3.2. above and the State shall not be obligated to approve such requests during such period of non-compliance.

ARTICLE IV - PAYMENTS BY BORROWER

Section 4.1. Subject to the further provisions hereinafter set forth, the Borrower agrees to and shall pay at the time of the execution of this Agreement the Application Fee and thereafter, semi-annually on January 1 and July 1 of each year of the Contract Period of Years to the WSRLA, the Semi-Annual Payment, solely from the Pledged Revenues. The date of the initial Semi-Annual Payment is identified on Exhibit 1.

The obligation of the Borrower to pay the charges set forth in this Section 4.1. shall not be assignable, and the Borrower shall not be discharged therefrom, without the prior written consent of the State. In the event that construction or operation of the Project Facilities shall cease or be suspended for any reason, unless otherwise agreed to in writing by the State, the Borrower shall continue to be obligated to pay such charges pursuant to this Section 4.1. In the event the Borrower defaults in the payment of the Semi-Annual Payment, the amount of such default shall bear interest at the Default Rate from the date of the default until the date of the payment thereof. All costs incurred by the State in curing such default including, but not limited to, court costs and attorney's fees shall be paid by the Borrower upon demand, and shall not be eligible for financing from the DWAF.

In the event that the Borrower fails to make a full Semi-Annual Payment as provided herein, the amount of any such partial payment first shall be applied as interest on the loan, with the remainder being applied toward the payment of the outstanding principal.

With respect to this Agreement, neither the general resources nor the general credit of the Borrower, but only the Pledged Revenues, shall be required, or pledged, for the performance of any duty under this Agreement. This Agreement does not represent or constitute a debt or a pledge of the faith and credit of the Borrower. However, if otherwise lawful, nothing herein shall be deemed to prohibit the Borrower from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than the fifteenth (15th) day of June, and December, the OWDA shall invoice the Borrower for the sum owing by the Borrower pursuant to Section 4.1. and that payment of each such invoice shall be made by the Borrower to the OWDA not later than the first (1st) day of the following July or January. No failure by the OWDA to send any such invoice and no failure by the Borrower to receive any such invoice shall relieve the Borrower from its obligation to pay the amount due hereunder on the applicable due date.

Section 4.3. The Borrower hereby agrees:

(a) That it will at all times prescribe and charge such rates, after meeting: (1) operation and maintenance expenses therefore, and, (2) the payment of all amounts required by any Mortgage, Indenture of Mortgage, Trust Indenture or other instrument heretofore or hereafter granted by the Borrower, or contractual obligations between the Borrower and the State, payable solely from Pledged Revenues, as shall result in revenues at least adequate, to provide for the payments required by Section 4.1. hereof minus the amount of such payment provided from other Dedicated Repayment Sources, if any, and

(b) That the Borrower will, for the Contract Period of Years, furnish annually to the State reports of the operation and income of the Borrower's public drinking water system and also an annual report of the accounts and operations of the wastewater system and such other documents as the State may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the Borrower will permit the designated representative of the State to inspect all records, accounts, documents and data of the Project Facilities at all reasonable times, and

(c) That the Borrower will segregate the revenues, funds and properties of the borrower's public drinking water system from all other funds and properties of the Borrower.

All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an office, trust, or station upon the Borrower within the meaning of Ohio Revised Code Section 2731.01.

Section 4.4. If the Borrower pays all or any portion of the Semi-Annual Payment from Special Assessment Funds, and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the Borrower may elect to apply the amount of such payment to the reduction of the Project Participation Principal Amount by including that amount with its next Semi-Annual Payment pursuant to Section 4.1. hereof, accompanied by a written notice to the State identifying the amount

so included and directing the State so to apply that amount. Upon the receipt of such payment and notice, the OWDA shall recompute the remaining Semi-Annual Payments based on the reduced Project Participation Principal Amount, and the OWDA shall notify the Borrower in writing of the reduced amount of the remaining Semi-Annual Payments.

Section 4.5. The Borrower agrees to provide financing for all non-Eligible Project Costs. As a preliminary indication of that commitment, the Borrower has provided evidence that financing is readily available for all non-Eligible Project Costs which will be or may be incurred by the Borrower in connection with construction of the Project Facilities.

Section 4.6. The Borrower agrees that, in the event the Borrower or its contractors receives WSRLA moneys in excess of the Eligible Project Costs, the Borrower shall repay said excess moneys to the WSRLA at the time of the first Semi-Annual Payment, or as otherwise agreed to by the Borrower and the State.

Section 4.7. In order to enable the State to comply with the requirements of federal securities laws (including, without limitation, 17 C.F.R. § 240.10b-5, and 17 C.F.R. § 240.15c2-12 ("Rule 15c2-12") each promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended), the Borrower agrees to prepare and file with the State or, at the direction of the State, to file with the Municipal Securities Rulemaking Board ("MSRB"), through the EMMA System (as defined below), any annual financial information or material events disclosures that the State may determine it requires to achieve such compliance. The Borrower consents to the State's incorporation by reference into State official statements or other State filings with the MSRB, of any official statements or portions thereof, financial statements, or other documents that the Borrower may have filed or may file with the MSRB. In the event the Borrower fails to prepare any financial statement or other financial information that this Section requires the Borrower to prepare and file with or at the direction of the State, then the State shall have the right (in addition to any other rights it may have to enforce the obligations of the Borrower hereunder) to inspect all records, accounts and data of the Borrower's public drinking water system and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3. hereof. For purposes of this Section 4.7, "EMMA System" shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the following is the website address for EMMA: emma.msrb.org.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE, AND CONDEMNATION

Section 5.1. The Borrower agrees that during the Contract Period of Years it will:

- (a) Operate the Project Facilities in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and
- (b) Keep the Project Facilities including all appurtenances thereto and the equipment and machinery therein in good repair and good operating condition at its own cost so that the completed Project Facilities will continue to operate with substantially the same efficiency as when first constructed.

The Borrower shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site and the Project Facilities from time to time; provided, that the cost of any additions, modifications and improvements

shall be paid by the Borrower, and the same shall be the property of the Borrower and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be; and provided further that the Borrower shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site or the Project Facilities, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the State thereto.

Section 5.2. The Borrower agrees that it will initiate operation of the Project Facilities in accordance with the Project Schedule, as amended, and will not discontinue operation of the Project Facilities without the approval of the Director. The Borrower agrees that it will provide adequate operation and maintenance of the Project Facilities to comply with all applicable rules and regulations of the Director. The Borrower agrees to maintain compliance with Ohio Revised Code Chapter 6109 and Ohio Administrative Code Sections 3745-81 through -99, inclusive, 3745-7, 3745-9, and any Chemical Contaminant Monitoring Schedule provided by the Director to ensure that proper and efficient operation and maintenance of the Project Facilities results until the end of the Contract Period of Years or the approval of the discontinuance of the operation of the Project Facilities by the Director. The Project Facilities shall be operated and maintained in accordance with the public water use ordinance or resolution governing the use of the Project Facilities and any administrative regulations adopted pursuant thereto acceptable to the Director as appropriate.

The Borrower will permit the State or its designated representatives to have access to the records of the Borrower pertaining to the operation and maintenance of the Project Facilities at any reasonable time following completion of construction of the Project Facilities.

Section 5.3. The Borrower agrees to insure, or cause to be insured, the Project Facilities in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. The Borrower agrees that it will provide through self-insurance or obtain public liability insurance with reference to the Project Facilities in minimum amounts of five hundred thousand dollars (\$500,000) for the death of or personal injury to one person and one million dollars (\$1,000,000) for personal injury or death for each occurrence in connection with the Project Facilities and five hundred thousand dollars (\$500,000) for property damage for any occurrence in connection with the Project Facilities. The Director and the OWDA, on behalf of the DWAF shall be made an additional insured under such policies.

Section 5.5. Throughout the Contract Period of Years, the Borrower shall maintain Worker's Compensation Coverage or cause the same to be maintained.

Section 5.6. Any insurance policy issued pursuant to Section 5.4. hereof shall be so written or endorsed as to make losses, if any, payable to the State on behalf of the DWAF, and the Borrower as their respective interests may appear. Each insurance policy provided for in Sections 5.3. and 5.4. hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the State and the Borrower at least ten days in advance of such cancellation. The Borrower shall deliver certificates of insurance evidencing the coverage required herein to the State.

Section 5.7. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3. and 5.4. hereof shall be applied as follows:

(a) The net proceeds of the insurance required in Section 5.3. hereof shall be applied as provided in Section 5.9. hereof, and

(b) The net proceeds of the insurance required in Section 5.4. hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.8. In the event the Borrower shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project Facilities in good repair and operating condition, or shall fail to operate the Project Facilities in accordance with Section 5.2. hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums of the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2. and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become a separate obligation, apart from this Agreement, of the Borrower to the OWDA, which amounts, together with interest thereon at a rate equal to three percent (3%) above the Contract Interest Rate from the date thereof, the Borrower agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm, or other casualty, there shall be no abatement or reduction in the amounts payable by the Borrower pursuant to Section 4.1. hereof, and the Borrower will:

(a) Promptly repair, rebuild or restore the property damaged or destroyed, and

(b) Apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the Borrower necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the Borrower.

Section 5.10. In the event that title to or the temporary use of the Project Site or Project Facilities, or any part thereof, shall be taken by any person, firm, or corporation acting under governmental authority, there shall be no abatement or reduction on the amounts payable by the Borrower pursuant to Section 5.1. hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Borrower in a separate condemnation award account and shall be applied by the Borrower in either or both of the following ways as shall be determined by the Borrower:

(a) The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project Facilities, which real estate and facilities shall be deemed a part of the Project Site and Project Facilities without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Borrower upon delivery to the OWDA of a certificate signed by an authorized officer of the Borrower that the Borrower has complied with either paragraph (a) or (b), or both, of this Section 5.10. The OWDA shall cooperate fully with the Borrower in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site or Project Facilities or any part thereof. In no event will the Borrower voluntarily settle or consent to the settlement of any prospective or pending condemnation

proceedings with respect to the Project Site or Project Facilities or any part thereof without the written consent of the State.

**ARTICLE VI - GENERAL REPRESENTATIONS AND AGREEMENTS;
EVENTS OF DEFAULT AND REMEDIES**

Section 6.1. The Borrower hereby represents and warrants that:

(a) It is and shall remain in compliance, and shall take whatever actions are necessary to assure compliance during the Contract Period of Years, with all applicable federal, state, and local laws, ordinances, rules, regulations, and provisions of this Agreement, including without limitation the SDWA and Ohio Revised Code Chapter 6109, subject to its rights to contest in good faith the issue of non-compliance, and

(b) It shall demonstrate the technical, managerial, and financial capability of the system to comply with the requirements of Section 6109.24 of the Ohio Revised Code, and the rules promulgated thereunder, by implementing an asset management program which complies with ORC Section 6109.24, and the rules promulgated thereunder, and

(c) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the Borrower, wherein a result adverse to the Borrower could reasonably be expected to have a materially adverse effect on the ability of the Borrower to meet its obligations under this Agreement, and

(d) Except as heretofore disclosed in writing to the State, no judgment or consent order has been rendered against the Borrower, and the Borrower is not a party to any agreement, which imposes, will impose, or has imposed any fines or monetary penalties upon the Borrower for the violation of any federal, state, or local law, ordinance, or regulation, which fines or monetary penalties have not heretofore been paid in full.

Section 6.2. Each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The Borrower shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article III hereof.

(b) The Borrower shall fail to observe and perform any other obligations, agreements, or provisions of this Agreement, which failure shall continue for thirty (30) days after receipt of written notice thereof from the Director or the OWDA; provided, however, that such failure shall not constitute an Event of Default hereunder if the Borrower demonstrates both of the following to the satisfaction of the Director and OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the Borrower is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the Borrower in Section 6.1. or 7.1. shall at any time during the Contract Period of Years prove to be false.

(d) The Borrower shall fail to observe any of the covenants contained in Article VII herein.

Section 6.3. The Director may terminate, suspend, or require immediate repayment of financial assistance from the Borrower in the event of a default due to failure to make any required payment, or due to

any violation of the terms or conditions of this Agreement, or of the documents referred to in Section 3.2.(a), or of the plan approval for the Project Facilities under Section 6109.07 and 6109.24 of the Ohio Revised Code. The Director may also prescribe corrective action, or direct that corrective action be undertaken, to remedy the event or violation, and the Borrower agrees to perform such corrective action.

Section 6.4. Whenever an Event of Default of payment shall have occurred and be continuing, in addition to any other rights or remedies provided herein, by law or otherwise, the State may:

(a) declare the full amount of the then unpaid Project Participation Principal Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order, or agreement affecting the Borrower, require the Borrower to agree to, and the Borrower hereby agrees to, effect the subordination of the payment of any fine or penalties imposed for the violation of any federal, state, or local environmental law or regulation to the payment of the Eligible Project Costs and the interest due thereon.

Section 6.5. No right or remedy conferred upon the OWDA or the Director under Sections 6.3. or 6.4. hereof is intended to be exclusive of any other right or remedy given herein, by law, or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law, or otherwise.

Section 6.6. The Borrower releases the State from, agrees that the State shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the State, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project Facilities, or the use thereof; provided that such indemnity under this Section 6.6. shall not be effective for damages that result from negligent or intentional acts of the State, its officers, employees and agents. The Borrower further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the State, its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the Borrower in the performance of any covenant or agreement on the part of the Borrower to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the Borrower, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities (other than any accident, injury, or damage that results from negligent or intentional acts of the State, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the State by reason of any claim described in this Section, the State agrees to cause written notice of such action or proceeding to be given to the Borrower, and the Borrower upon notice from the State covenants to resist or defend such action or proceedings at the Borrower's expense including all legal and other expenses (including reasonable attorney's fees).

ARTICLE VII - MAINTENANCE OF TAX-EXEMPT STATUS OF BONDS/PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The Borrower acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet the State's obligations with regard to funding the DWAF and that the maintenance of the tax-

exempt status of any such bonds will depend, in part, on the Borrower's compliance with the provisions of this Agreement. Accordingly, the Borrower agrees as follows:

- (a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund the loan to the borrower (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor fail to take any action necessary to maintain such status;
 - (b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;
 - (c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:
 - (i) The Borrower shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the State hereunder (the "State Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the State Funds is directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business use or (B) payments made with respect to such property or (ii) derived from (A) payments with respect to such property (whether or not made to the OWDA) or (B) borrowed money used or to be used for private business use.
 - (ii) No portion of the State Funds will be used to make or finance loans to persons other than other governmental units.
- For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.
- For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments, or agencies.
- If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the Borrower agrees to immediately write the OWDA requesting assistance prior to entering into any agreement that may be prohibited as provided herein above.
- (iii) The Borrower shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;
 - (d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the Borrower, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the Borrower hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the Borrower referred to in Section 7.1. unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the Borrower shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by any party to this Agreement to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) In the case of the OWDA, is addressed to or delivered personally to the OWDA at:
Ohio Water Development Authority
480 South High Street
Columbus, Ohio 43215
Attn: Executive Director

and,

- (b) In the case of the Director, is addressed to or delivered personally to the Director at:
Ohio Environmental Protection Agency
Lazarus Government Center
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, Ohio 43216-1049
Attn: Chief, Division of Environmental and Financial Assistance

and,

- (c) In the case of the Borrower, is addressed to or delivered personally to the Borrower at the address listed on Exhibit 1, or at such other addresses with respect to any such party as that party may from time to time, designate in writing and forward to the other parties as provided in this Section.

Section 8.2. Any approval of the State required by this Agreement shall not be unreasonably withheld. Any provision of the Agreement requiring the approval of the State or the satisfaction or evidence of satisfaction of the State shall be interpreted as requiring a response by the Director and the OWDA granting, authorizing, or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the Borrower agrees to execute the information report required by 26 U.S.C.A. Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA based on information provided by the Borrower. The Borrower hereby agrees that the OWDA may file such information report for and on behalf of the Borrower with the Internal Revenue Service.

Water Supply Revolving Loan Account Agreement

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and Counsel to the Director and upon the certification of availability of funds as provided in Section 3.8. hereof.

Section 8.5. This Agreement shall become effective as of the "Effective Date" and shall continue in full force and effect until the final day of the Contract Period of Years, based on the Semi-Annual Payment being paid at the rate established in Section 4.1. hereof, or until the day the obligations of the Borrower under this Agreement have been fully satisfied, whichever is later.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of any of the parties hereto. This Agreement shall not be assigned by the Borrower without the prior written consent of the State. The State, at its option, may assign this Agreement without the consent of the Borrower

Section 8.7. As its record of this Agreement, the Borrower agrees to receive an electronic copy pursuant to Ohio Revised Code 1306.06(C).

The remainder of this page is intentionally left blank.

Water Supply Revolving Loan Account Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the "Effective Date."

APPROVED AS TO FORM

By _____
Ohio EPA Counsel

Print Name _____

OHIO ENVIRONMENTAL PROTECTION AGENCY

By _____
Laurie A. Stevenson, Director

Date _____

APPROVED AS TO FORM

By _____
General Counsel

Print Name _____

OHIO WATER DEVELOPMENT AUTHORITY²

By _____
Ken J. Heigel, Executive Director

Date _____

APPROVED AS TO FORM

By _____
Borrower's Counsel

Print Name _____

BORROWER

By _____
Authorized Representative

Print Name _____

Title _____

Date _____

² If the execution of this Agreement on behalf of the OWDA is not required for the reason stated in note 1 on page 1 hereof, then "N/A" shall be inserted on the signature lines for the OWDA and its General Counsel.

Water Supply Revolving Loan Account

Exhibit 1**Project Name:** WTP Sedimentation Basin Improvements HAB**Borrower:** Huron**Address:** 417 Main Street**City & State:** Huron, OH**Borrower's Authorized Representative:** Andrew White**Loan Number:** FS390465-0002**Zip Code:** 44839**Phone:** (419) 433-5000**Project Description**

Construction of HAB improvements to the sedimentation basin.

Cost Data

Activities	Eligible	Total Project Cost
Construction		
Kirk Brothers Co., Inc. - Huron WTP Sedimentation Basin Improvements HAB	\$767,000.00	\$767,000.00
Other Costs		
Contingency	\$76,700.00	\$76,700.00
Design	\$85,885.00	\$85,885.00
Subtotal	\$929,585.00	\$929,585.00
Application Fee	\$12,549.00	\$12,549.00
Total Estimated Cost	\$942,134.00	\$942,134.00

WSRLA Loan Information

Interest Rate:	0.0%
Term in Years:	20.0
Number of Payments:	40
Participation Rate:	0.025

Principal Amount:	\$942,134.00
Interest:	\$0.00
Total Cost of Borrowing:	\$942,134.00
Payment:	\$23,553.35

Project Schedule

Application Date:	07/09/2019
Resolution Date:	07/09/2019

Project Completion:	01/01/2021
Date of Initial Payment:	01/01/2022

Pledged Revenues

Section 1452(f)(1)(C) of the Safe Drinking Water Act requires one or more dedicated sources of revenue for repayment of the loan. The following information specifies those sources

Revenue Source

Special Assessments	
General Taxes	
Water Service Charge	\$942,134.00
Other:	
Total	\$942,134.00

To the best of my knowledge and belief, the information contained on this exhibit represents the actual project costs being requested from the WSRLA. I hereby acknowledge that the non-eligible and not funded costs identified above, if any, will be provided from sources other than the WSRLA as to allow the project to be fully implemented.

Andrew White**Date**



TO: Mayor Artino and City Council
FROM: Mike Spafford , Interim City Manager
RE: Resolution No. 2020-48
DATE: July 14, 2020

Subject Matter/Background

As submitted by Jason Gibboney, Water Superintendent:

The Water Department is requesting Council approval to enter into an agreement with Poggemeyer Design Group for provision of engineering and inspection services in reference to the Ohio EPA required sludge rake installation project. On January 28, 2020, Council awarded the bid for construction of the sedimentation basin upgrades to Kirk Brothers construction in the amount of \$767,000.00. Since awarding of the construction contract the City has solicited proposals for engineering and inspection services during construction. Proposals were accepted from OHM Advisors and Poggemeyer Design Group in the amounts of \$85,000.00 and \$37,750.00, respectively, copies of which are attached hereto as Exhibits "A" and "B". It is recommended at this time that the Poggemeyer Design Group be selected to provide the inspection services. Total cost of the engineering/inspection will be funded from the OEPA 0% loan for the project.

Financial Review

Appropriations for inspection services was included in the 2020 budget within the Water Department's capital fund (Fund 603). The award amount to Poggemeyer comes in under the budgeted amount due to a change in the project scope at the beginning of 2020. The project was reduced to just sludge rake installation resulting in a lower construction cost, lowering the inspection cost, as well. There are sufficient appropriations in Fund 603 to pay for the inspection services. The City will utilize OEPA's 0% loan to fund the project for cash flow purposes.

Legal Review

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

Recommendation

If Council is in support of the resolution, a motion adopting Resolution No. 2020-48 would be in order.

[Summary Exhibit OHM](#)
[Summary Exhibit PoggemeyerServices.pdf](#)
[Resolution No. 2020-48.doc](#)
[Resolution No. 2020-48 Exhibit A.pdf](#)



April 30, 2020

City of Huron
Jason Gibboney
Water Plant Superintendent
417 Main Street
Huron, OH 44839

RE: Construction Engineering and Inspection Services for Water Treatment Plant Improvements

Location: Huron, Ohio
Proposal # 20143

Dear Mr. White:

OHM Advisors (OHM) is pleased to submit this proposal for professional services related to construction contract administration on the replacement of the settling basin scraper system and other associated improvements at the water treatment plant. The following is our scope of services, and price proposal to perform contract administration and inspection services which represent our understanding of the subject project, based on our scope of services on prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

Proposal Outline

Proposal Outline.....	1
Scope of Services (Construction Tasks)	2
Price Proposal	4
Project Schedule	4
Standard Terms & Conditions	4
COVID-19 Disclaimer	4

Sincerely,
OHM Advisors

Scott P. Hines, CESSWI
Construction Manager
Scott.hines@ohm-advisors.com
D: 330.913.1053 C: 740.815.1498

Russ Critelli, PE, PMP
Principal
Russ.critelli@ohm-advisors.com

Authorization to Proceed

Signature

Date

Printed Name

Title



Scope of Services (Construction Tasks)

Task #175 Pre-Construction Services

- The following services are included in the fee shown:
 - Pre-construction meeting and notes
 - Coordination with Contractor, Utilities, and Plant Superintendent
 - Review of the Contractor's site-specific safety plan. Note that the Contractor is responsible for job site safety throughout the construction project
 - Personnel coordination and review of Contractor's project schedule
 - Perform materials, suppliers, and shop drawing reviews and communicate revisions/approvals with Contractor
 - Review contractual items required prior to start of work
 - Distribution of documents/information (mtg records)

Task #176 Construction Services (CA/CI)

- The following contract administration services are included in the fee shown:
 - Bi-weekly progress meetings and project walk through with Contractor and City Representative on-site,
 - Pre-installation meetings for major components of the Project and prior to major equipment installations,
 - Coordinate and assist in obtaining response to RFIs (request for information) from Contractor,
 - Review of pay requests based on observed progress of Contractor's work and recommendations for payment,
 - Review of Contractor's construction progress for conformity with the approved project schedule, contract documents, and the final project deficiency list,
 - Assist the City with resolving issues that may arise during the construction process with the contract documents. This may include issuance of Field Orders or other contract changes after approval by the City. This may include assistance in the negotiation of Change Orders,
 - Coordination of Funding Reimbursements,
 - Assist with City with any performance testing on new equipment and follow up with Contractor and equipment manufacturers.
- The following construction inspection services are included in the fee shown:
 - Weekly coordination with Contractor and Plant Superintendent,
 - Prepare inspection reports based on 2 site visits per week on average during the duration of the project, (the number of visits per week will vary depending on Contractor's activity, some weeks may only require 1 visit, others may require more than 2. As part of OHM's monthly progress report, we will monitor where our fee is relative the Contractor's progress),
 - Attend Bi-weekly progress meetings with on-site,
 - Prevailing Wage and EEO Verification (if required),
 - Coordinate specialty inspections, if needed on the project,
 - Compile record drawings for the project per field observations and Contractor supplied information into the final record drawings upon completion of the construction improvements. This effort assumes that the CAD drawings will be made available from the design firm for use by OHM Advisors.
- Staffing will include the following:
 - Construction Inspector: On-Site inspections, part time.
 - Construction Engineer: Manage most of the contract administration items listed above, along with on-site meetings and inspections on an as-needed basis to facilitate field decisions and issues.



- Construction Administrative Assistant: Coordination of all documentation from pre-construction, contracts, pay requests, and close-out documents.
- Typical Weekly Staffing for this construction project is approx.:
 - Construction Inspector: average 20 hours
 - Construction Engineer: average 10 hours
 - Construction Admin: average 2 hours
 - **Total Budget Cost per week Project = \$ 4,000**
- Total Cost is therefore directly related to the time duration of the construction project.

Task #177 Post-Construction Services

- The following services are included in the fee shown:
 - Review of final construction with contractor and Owner
 - Preparation, distribution, and approval of final deficiency list
 - Review of Record Drawings
 - Maintenance Bond Coordination
 - Lien releases, equipment warranties, payments, and final acceptance

Task #178 Additional Construction Services (CA/CI) - (If Authorized)

- This task has been included as an “If Authorized” fee in the event that one or more of the following conditions occur:
 - The Contractor’s work schedule exceeds the number of weeks shown above in the Project Schedule.
 - The Contractor’s workmanship is such that work requires significant rejection, rework, and reinspection.
 - The Contractor’s work process requires multiple work crews and therefore multiple inspectors on-site simultaneously.
 - The City requests value engineering or field redesign is requested.
 - The Contractor is granted extra time (time extension) to complete the project.
 - The Contractor is awarded a change order for additional work or changed work conditions.
- If any of the above conditions apply, the Engineer shall document and estimate the total cost to complete the additional engineering services and request authorization/approval from the Owner to cover these costs.



Price Proposal

#	Construction Tasks	Fee
Task #175	Pre-Construction Services	\$12,000
Task #176	Construction Services (CA/ CI)	\$64,000
Task #177	Post Construction Services	\$9,000
Task #178	Additional Construction Services (CA/ CI)	\$ TBD
Grand Totals =		\$85,000

Note:

- Task #176 will be billed at the Standard Hourly Rates

Project Schedule

The as-bid construction schedule is set to 16 weeks. We have based our estimated fee on this as-bid schedule, and while we will actively monitor the Contractor's progress on this schedule, we do not control the Contractor's means and methods towards completing the anticipated work on time. We would not anticipate needing full time inspection on a facility construction project such as this, so we have estimated an average of 20 hours of on-site inspection during the 16 weeks of construction, which will vary week by week depending on the Contractor's activities and progress. The estimated fee for Task #176 is based upon this data.

Standard Terms & Conditions

The Standard Terms and Conditions contained in the Annual Engineer contract (as approved by Council Legislation) shall also apply to this contract.

COVID-19 Disclaimer

As we submit this proposal, the world is in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. The Time Schedule is based on operating in a normal environment. Our team, like the City, is adjusting our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as field services delays, required resource agencies, and key staff illness that neither OHM Advisors or the City have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with the City's staff to develop a plan to deal with unforeseen issues.

- ☐ CLIENT
☐ ARCHITECT/ENGINEER



POGGEMEYER
DESIGN GROUP

Contract Amendment

PROJECT: Huron Water Treatment Plant Sedimentation Basin Flights and Chains	CONTRACT AMENDMENT NUMBER: 1
TO CLIENT: City of Huron 417 Main Street, PO Box 468 Huron, Ohio 44839	DATE: February 21, 2020
	PDG PROJECT NUMBER: 258000-00159
	PROJECT MANAGER: Tom Borck
	CONTRACT DATE: August 1, 2018

The Contract is changed as follows:

Contract is being revised to include the following services:

Engineering During Construction.....\$17,500
Part Time Construction Observation – (1 time per week for 26 wk)\$17,750
Start up.....\$2,500

The original Contract Sum: \$85,885.00

The net change by previously submitted Contract Amendments: \$0.00

The Contract Sum prior to this Contract Amendment:..... \$85,885.00

The Contract Sum will be increased by this Amendment in the amount of:..... \$37,750.00

The new Contract Sum including this Contract Amendment: \$123,635.00

The Contract Time will be increased by: 0 days

NOT VALID UNTIL SIGNED BY THE ARCHITECT/ENGINEER AND CLIENT

Poggemeyer Design Group, Inc.
ARCHITECT/ENGINEER

1168 North Main Street
Bowling Green, Ohio 43402
ADDRESS

BY (Signature)

Michael Atherine, P.E.
Name

By (Signature)

Jeffrey T. Yoder
Name

DATE

City of Huron, Ohio
CLIENT

417 Main Street, PO Box 468
Huron, Ohio 44839
ADDRESS

BY (Signature)

Name

BY (Signature)

Name

DATE

RESOLUTION NO. 2020-48

Introduced by: Joe Dike

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH POGGEMEYER DESIGN GROUP FOR THE PROVISION OF ENGINEERING AND INSPECTION SERVICES RELATED TO THE HURON WATER TREATMENT PLANT IMPROVEMENT PROJECT AT A COST NOT TO EXCEED THIRTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$37,750.00)

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

SECTION 1. That the Interim City Manager is authorized and directed to accept the proposal and enter into an agreement with Poggemeyer Design Group for the provision of engineering and inspection services relative to the Huron Water Treatment Plant Improvement Project, at a cost not to exceed Thirty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars (\$37,750.00) which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

- ☐ CLIENT
☐ ARCHITECT/ENGINEER



POGGEMEYER
DESIGN GROUP

Contract Amendment

PROJECT: Huron Water Treatment Plant Sedimentation Basin Flights and Chains	CONTRACT AMENDMENT NUMBER: 1
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	PDG PROJECT NUMBER: 258000-00159
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The Contract Sum will be increased by this Amendment in the amount of:..... \$37,750.00

The new Contract Sum including this Contract Amendment: \$123,635.00

The Contract Time will be increased by: 0 days

NOT VALID UNTIL SIGNED BY THE ARCHITECT/ENGINEER AND CLIENT

Poggemeyer Design Group, Inc.
ARCHITECT/ENGINEER

City of Huron, Ohio
CLIENT

1168 North Main Street
Bowling Green, Ohio 43402
ADDRESS

417 Main Street, PO Box 468
Huron, Ohio 44839
ADDRESS

BY (Signature)

BY (Signature)

Michael Atherine, P.E.
Name

Name

By (Signature)

BY (Signature)

Jeffrey T. Yoder
Name

Name

DATE

DATE



TO: Mayor Artino and City Council
FROM: Mike Spafford , Interim City Manager
RE: Resolution No. 2020-49
DATE: July 14, 2020

Subject Matter/Background

Chief Lippert has made the following legislative request for approval of a grant agreement with the Ohio Attorney General's Office:

In late 2019, the Huron Police Department applied for a Law Enforcement Body Armor Grant through the Ohio Attorney General's Office to receive funding to replace the body armor used by five (5) Huron PD Officers who are members of the Erie County Sheriff's Office Regional Special Response Team. The total cost of the replacement body armor is \$10,440.00 to be paid utilizing the Police Department's budget (see itemized list of items to be purchased attached hereto as Exhibit "A"). If approved by Council, the Police Department would receive the amount of \$7,830.00 from the Attorney General's Office as reimbursable grant dollars.

Financial Review

The Law Enforcement Body Grant from the Ohio Attorney General's Office will be deposited into the City's General Fund to reimburse the Police Department's expenditures on body armor purchases, in accordance with the grant agreement.

Legal Review

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

Recommendation

If Council is in support of the Resolution, a motion adopting Resolution No. 2020-49 would be in order.

[Summary Resolution No. 2020-47 Exhibit A.pdf](#)

[Resolution No. 2020-49.doc](#)

[Resolution No. 2020-49 Exhibit A.pdf](#)

PRO-TECH SECURITY SALES
1313 W. BAGLEY RD
BEREA, OH 44017
440-239-0100
www.protechsales.com

Invoice

Date	Invoice #
6/11/2020	30298

Bill To
HURON POLICE DEPARTMENT 417 MAIN STREET HURON, OH 44839

Ship To
HURON POLICE DEPARTMENT 417 MAIN STREET HURON, OH 44839

P.O. Number	Terms	Rep	Ship	Via	Due Date	Project
	Net 30	006	6/11/2020	UPS	7/11/2020	TERRY GRAHAM
Quantity	Item Code	Description			Price Each	Amount
5	PBE-SRVZE3BV0J	SRV TACTICAL VEST WITH AXIHA BALLISTICS			2,078.00	10,390.00
		GRAHAM, ORZECH, CLAYMAN, FLEMMING, JACOBS				
5	PBE-TPUME3010J	THROAT, AXIHA			0.00	0.00
5	PBE-COVZE3010J	SRV COLLAR			0.00	0.00
5	PBE-SHXAXDBS0H	AXIHA SHOULDER/TRAP PANELS (SET OF 2)			0.00	0.00
5	PBE-GPRGNDOS0J	GROIN PROTECTION WITH GNXIIIA BALLISTICS			0.00	0.00
5	PBE-LB6GNDOS0J	LOWER AB/BACK PROTECTION WITH GNXIIIA BALLISTICS			0.00	0.00
5	PBE-HC6GNDYK0J	YOKE W/ GNXIIIA			0.00	0.00
3	PBE-PCHRD0AC0J	SINGLE RADIO			0.00	0.00
1	PBE-PCHTZ0AC0J	TASER HOLSTER POUCH W/BUCKLE			0.00	0.00
3	PBE-PCHFB0AC0J	DOUBLE FLASH BANG			0.00	0.00
1	PBE-PCHFB1AC0J	SINGLE FLASHBANG			0.00	0.00
2	PBE-PCHMD2AC0J	MEDICAL POUCH WITH ZIPPER			0.00	0.00
1	PBE-PCHMD3AC0J	MEDICAL TRAUMA POUCH			0.00	0.00
2	PBE-PCHMP1AC0J	TRIPLE MAG POUCH VELCRO			0.00	0.00
3	PBE-PCHMP0AC0J	DOUBLE PISTOL MAG POUCH			0.00	0.00
1	PBE-PCHGM0AC0J	GAS POUCH			0.00	0.00
3	PBE-PCHFL1AC0J	OPEN TOP LARGE FLASH LIGHT POUCH TUCK STRAP			0.00	0.00
5	PBE-PCHUP2AC0J	HORIZONTAL POUCH			0.00	0.00
10	PBE-ID PANELS	SMALL NAME ID'S			0.00	0.00
		SUBTOTAL				10,390.00
1	SHIPPING	Shipping			50.00	50.00
					Total	\$10,440.00
E-mail						

E-mail

edrell@protechsales.com

RESOLUTION NO. 2020-49

Introduced by: Monty Tapp

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE GRANT AWARD AND ENTER INTO AN AGREEMENT WITH THE OHIO ATTORNEY GENERAL'S OFFICE, FOR A 2019-2020 OHIO LAW ENFORCEMENT BODY ARMOR PROGRAM GRANT AWARD FOR THE HURON POLICE DEPARTMENT IN THE CITY OF HURON IN THE AMOUNT OF SEVEN THOUSAND EIGHT HUNDRED THIRTY AND 00/100 DOLLARS (\$7,830.00)

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

SECTION 1. That the Interim City Manager be, and he hereby is, authorized and directed to enter into an agreement with the Ohio Attorney General's Office, for a grant to purchase body armor for the City of Huron Police Department in the amount of Seven Thousand Eight Hundred Thirty Dollars (\$7,830.00), which agreement shall be in substantially 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 immediately upon its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



DAVE YOST
OHIO ATTORNEY GENERAL

2019–2020 Ohio Law Enforcement Body Armor Program Award Acceptance

This award acceptance contains the terms and conditions of the 2019-2020 Ohio Law Enforcement Body Armor Program award received by your agency. The Chief or Sheriff must review and sign this document prior to submission.

Award payments cannot be processed until a signed award acceptance has been received.

**AWARD ACCEPTANCE AND REQUESTS FOR DISBURSEMENT ARE DUE BY
September 30, 2020**

Ohio Attorney General's Office

● 30 East Broad St, 17th Floor ● Columbus, Ohio 43215 ● PHONE: (614) 466-6963 ●
Email: OhioLEBodyArmor@OhioAttorneyGeneral.gov

INSTRUCTIONS

- The Chief or Sheriff must sign the following Award Acceptance and comply with the terms and conditions listed below.
- Award payments cannot be disbursed before this signed Award Acceptance has been submitted.
- Please contact Attorney General's Office via e-mail at OhioLEBodyArmor@OhioAttorneyGeneral.gov with any questions regarding the Ohio Law Enforcement Body Armor Program.

Please send the completed form to OhioLEBodyArmor@OhioAttorneyGeneral.gov

AWARD ACCEPTANCE AND REQUESTS FOR REIMBURSEMENT ARE DUE BY September 30, 2020

AGENCY INFORMATION

Recipient Organization: Huron Police Department

Award Amount: \$7830.00

Award Period End Date: September 30, 2020

ACCEPTANCE

The Recipient Organization agrees as follows:

I. Funding Purpose and Recapture of Funds. In accordance with the terms hereof, the Recipient Organization (the "Recipient") agrees to receive certain award funds under the Ohio Law Enforcement Body Armor Program (the "Funds") for a 75% reimbursement of the purchase price of bulletproof vests purchased pursuant to the Ohio Law Enforcement Body Armor Program. The Recipient agrees that it will be liable to repay any Funds spent in a manner inconsistent with this Agreement or the stated purpose as determined by the Ohio Attorney General (the "Attorney General"). This Award Acceptance may only be modified in a writing signed by the Attorney General and the Recipient.

II. Limitations on Use of Funds. Funds received under the Ohio Law Enforcement Body Armor Program will not be used for any political campaign or governmental lobbying in a partisan manner. Purchases of bulletproof vests must have been made during the Award Period as stated above in order to be reimbursed.

III. Disbursement of Funds. Direct payments will be made by Electronic Funds Transfers to Recipients that have submitted an Authorization Agreement for Direct Deposit of EFT Payments form to the Attorney General. Otherwise, payment will be made by check from the Office of Budget and Management. For all awards, the Funds will be disbursed upon receipt from the Recipient of this signed Award Acceptance and a completed Request for Payment Form including all necessary documentation of the purchase, and upon Attorney General approval. In order to be reimbursed, all required documentation must be submitted by September 30, 2020 via e-mail to OhioLEBodyArmor@OhioAttorneyGeneral.gov. Disbursements are contingent upon the timely submission and approval of all required documentation (which may include, but is not limited to, original invoices and receipts). No payments will be made after September 30, 2020.

IV. Liability. Recipient agrees that the Attorney General and the Ohio Bureau of Workers' Compensation are not responsible for the operation of the bulletproof vests purchased pursuant to this program. In the event of an injury or occupational disease arising from the implementation of the program, the Recipient and the employee's sole and exclusive remedy shall be pursuant to the workers' compensation laws of the appropriate jurisdiction.

V. Ethics/Conflict of Interest. The Recipient, by signature on this Award Acceptance, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.

VI. Non-Discrimination. Pursuant to R.C. 125.111 and the Attorney General's policy, Recipient agrees that Recipient and any person acting on behalf of Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work described herein. Recipient further agrees that Recipient and any person acting on behalf of Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work described herein on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

VII. Campaign Contribution Limits. The Recipient hereby certifies that neither Recipient nor any of Recipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.

VIII. Compliance with Law. The Recipient, in expending the Funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

IX. Authority to Bind Parties. The person signing this Award Acceptance on behalf of Recipient is legally authorized to obligate the Recipient.

X. Certification of Funds. It is expressly understood and agreed by Recipient that none of the rights, duties, and obligations described herein shall be binding until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the Attorney General gives Recipient written notice that such funds have been made available to the Attorney General by the Attorney General's funding source.

XI. Reporting Requirement. Recipient shall submit one report one (1) year after the purchase of the vests describing the utilization of the vests and the outcome received from the expenditure of the Funds. The report shall be completed online to provide data on the utilization of the vests and workers' compensation claims of injury related to shooting incidents over a period of twelve (12) months following the purchase of the vests. Additional data elements include reporting the number of hours worked by law enforcement officers utilizing the vests over a period of twelve (12) months. The report shall be completed through the Ohio Bureau of Workers' Compensation Ohio Law Enforcement Body Armor Program web page. This report shall be submitted within ninety (90) calendar days following the one year anniversary of the purchase of the vests. If the report is not filed, or if the report is not completely filled out, the Recipient shall be liable to repay the full amount of the Funds received.

XII. Time of Performance. Notwithstanding the foregoing, this Award Acceptance shall expire when the obligations set forth herein are complete.

By my signature on behalf of the Recipient, I agree to fully comply with the terms and conditions of this Award Acceptance and the Ohio Law Enforcement Body Armor Program and to use all Funds solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious and misleading or fraudulent statements made and/or if the Funds are not used, or are misused, misapplied, or misappropriated in any way and/or are used for purchases and/or services not associated with the approved application submitted.

IN WITNESS WHEREOF, the Recipient has caused this Award Acceptance to be executed by its authorized officers.

OHIO LAW ENFORCEMENT BODY ARMOR PROGRAM AWARD RECIPIENT

Chief/Sheriff Printed Name: _____

Title: _____

Chief/Sheriff Signature: _____

Date: _____



TO: Mayor Artino and City Council
FROM: Mike Spafford , Interim City Manager
RE: Ordinance No. 2020-13
DATE: July 14, 2020

Subject Matter/Background

This ordinance will add plan review fees for commercial development and construction. These fees are required by the State of Ohio for all building departments. This ordinance establishes a new section to Chapter 1321; Section 1321.06(D) Commercial/Industrial Plan Review.

Financial Review

There is no financial impact to the City relating to the plan review fees.

Legal Review

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

Recommendation

If the Council is in support of the request, a motion to adopt Ordinance No. 2020-13 as an emergency measure would be in order.

[Ordinance No. 2020-13 Plan Review Fees.docx](#)

ORDINANCE NO. 2020-13

Introduced by: Mark Claus

AN ORDINANCE TO CREATE A NEW SECTION OF CHAPTER 1321 PERMITS AND FEES TO ALLOW FOR THE ASSESSMENT AND INCLUSION OF FEES FOR COMMERCIAL AND INDUSTRIAL PLAN REVIEW AND DECLARING AN EMERGENCY.

WHEREAS, the City of Huron wishes to amend Chapter 1321 Permits and Fees to include fees for the review of Commercial and Industrial Plan Review; and

WHEREAS, the inclusion of the additional fees for Commercial and Industrial Plan Review are necessary to reflect the additional time and expertise necessary for ensuring that Commercial and Industrial Plans meet the development objectives of the City of Huron; and

WHEREAS, the City has determined that the fees to be charged for Commercial and Industrial Plan Reviews are reasonable and appropriate;

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

Section 1: That Council hereby amends Section 1321.06 Building Fees; Construction, Alterations and Additions within the Building Code of the Codified Ordinances of the City of Huron, Ohio, to **create new Section 1321.06(d) Commercial/Industrial Plan Review** to read as follows: **(refer to Exhibit “A” attached).**

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: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of the City of Huron, Ohio, wherefore, this Ordinance shall be in full force and effect from and immediately following its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

EXHIBIT “A”**1321.06 BUILDING FEES; CONSTRUCTION, ALTERATIONS AND ADDITIONS.**

- (d) Commercial/Industrial Plan Review. Notwithstanding other fees identified in Chapter 1321 *et seq.*, the cost of Commercial/Industrial Plan Review shall be in accordance with the following table.

Type	Processing Fee	Charge per 100 Sq. Ft.*	Other
General	\$275.00	\$10.50	Cert. of Occupancy \$65.00
Mechanical Fees	\$275.00	\$6.50	-
Electrical Fees	\$275.00	\$6.50	\$6.50 per 100 Lineal Ft.*
Fire Alarm Fees	\$275.00	-	\$6.50 per Alarm Device
Sprinkler System Fees	\$275.00	\$6.50	-
Industrialized Unit Fees	\$200.00	\$1.75	-
<i>Plan Review Hourly Fee: \$100/hour</i>			
<i>Board of Building Standards Assessment Fee of 3%</i>			

**Square/Lineal feet rounded to the next 100 feet*



TO: Mayor Artino and City Council
FROM: Terri Welkener , Clerk of Council
RE: Ordinance No. 2020-14
DATE: July 14, 2020

Subject Matter/Background

Ordinance 2020-14 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.

Financial Review

See Exhibit A for financial review and details of appropriation and estimated resource amendments.

Legal Review

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

Recommendation

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

[Ordinance No. 2020-14.doc](#)

[Ordinance 2020-14.pdf](#)

ORDINANCE NO. 2020-14

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 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 and an increase in estimated resources 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 is hereby amended to provide for 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 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: 7/14/2020
ORDINANCE: 2020-14

Appropriation Measure

Reason for Supplemental Appropriations and Estimated Resources:

The following supplemental appropriations and estimated resources adjustments are a result of the Coronavirus Relief funds from the CARES Act and State House Bill 481.

At the June meeting, Council approved acceptance to receive these funds for COVID-19 related expenses. In addition, Council approved the creation of a new fund (Fund 226) to separately account for and track allowable expenses. In late June, the City received over \$140,000 from the State's relief funds to use on COVID-19 related expenses. The guidance on how these funds can be used is constantly changing. The Law Director is working with Staff to determine allowable expenses. Once that review is complete, these funds will be utilized in accordance with the CARES Act.

This ordinance will properly budget the revenue and expenses in accordance with the Ohio Revised Code, budgetary law. Staff is initially predicting a 20/80 split between personnel cost and other expenses (supplies, equipment, etc.)

ESTIMATED RESOURCES INCREASE

Fund Name	Fund Number	Department/Activity	Account Description	Increase/(Decrease) Amount	Total Estimated Resources After Adjustment
CORONAVIRUS RELIEF FUND	226	GRANTS	LOCAL GOVERNMENT ASSISTANCE PROGRAM - COVID-19	\$ 140,687	\$ 140,687

NET IMPACT ON TOTAL ESTIMATED RESOURCES \$ 140,687

APPROPRIATION INCREASES

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount	Total Appropriations After Adjustment
CORONAVIRUS RELIEF FUND	226	GRANTS	PERSONNEL SERVICES	\$ 28,137	\$ 28,137
CORONAVIRUS RELIEF FUND	226	GRANTS	OTHER EXPENSES	\$ 112,550	\$ 112,550

NET IMPACT ON TOTAL APPROPRIATIONS \$ 140,687

NET IMPACT ON TOTAL BUDGET \$ -



TO: Mayor Artino and City Council
FROM: Mike Spafford , Interim City Manager
RE: Resolution No. 2020-50
DATE: July 14, 2020

Subject Matter/Background

Chief Lippert has requested a modification to his employment agreement to modify his eligibility for health insurance. Under the existing agreement, he is not eligible for the City's health insurance program. He has also waived access to the City's opt-out provision. The modification would provide the ability to access the City's health insurance should he choose to do so.

Financial Review

The amended contract may result in additional cost to the City's Healthcare Fund. However, current appropriations and fund balance in the Healthcare Fund is sufficient to cover the Chief's benefits going forward.

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 Resolution No. 2020-50 is in order.

[Resolution No. 2020-50.docx](#)

[Resolution No. 2020-50 Exhibit A.pdf](#)

RESOLUTION NO. 2020-50

Introduced by: Trey Hardy

A RESOLUTION AUTHORIZING AN AMENDMENT TO A SERVICE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF HURON, OHIO AND POLICE CHIEF ROBERT J LIPPETT.

WHEREAS, on January 10, 2017, the City of Huron adopted Resolution No. 2017-3 authorizing the Service Employment Agreement (“Agreement”) between the City of Huron, Ohio, and Police Chief Robert J. Lippert (“Chief Lippert”).

WHEREAS, pursuant to the Agreement, Chief Lippert opted out of receiving City-provided health insurance; and

WHEREAS, as a result of opting out of the City-provided health insurance, Chief Lippert was eligible to receive the Health Insurance Opt-Out Benefit (“Opt-Out Benefit”) as set forth in the City’s Healthcare Insurance Open Enrollment policy, as amended from time to time; and

WHEREAS, Chief Lippert voluntarily waived receipt of the Opt-Out Benefit, to which he was entitled by virtue of his employment with the City; and

WHEREAS, Chief Lippert has had a qualifying life event which now qualifies him to change his election of benefits and accept the City’s insurance coverage; and

WHEREAS, as a result of Chief Lippert’s prior voluntary waiver of his right to receive the Opt-Out Benefit, no other increase in compensation will be realized by Chief Lippert through his election to receive insurance coverage through the City.

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

SECTION 1: The Council hereby authorizes the City Manager to enter into an Amendment to the Service Employment Agreement between the City of Huron, Ohio and Chief Lippert to enable Chief Lippert to receive insurance coverage through the City. A copy of the Amendment is attached as Exhibit A.

SECTION 2: This Council hereby approves and ratifies any reasonable steps taken by Chief Lippert and the City Manager prior to the date hereof in their efforts to qualify Chief Lippert for the aforementioned coverage, including applying for coverage.

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: _____

AMENDMENT

This Amendment ("Amendment") is made by and between the City Manager of the City of Huron, a chartered municipal corporation ("City") and Robert J Lippert ("Chief"), effective July 14, 2020.

Recitals

- A. The City and the Chief entered into a certain Employment Agreement dated January 12, 2017 ("Employment Agreement").
- B. The City and the Chief desire to modify and amend the Employment Agreement to allow the Chief to enroll in the City's insurance plans.

Agreement

Therefore, the parties agree as follows:

- 1. The Employment Agreement is hereby amended and modified as follows:
 - a. SECTION 5(A)(a) of the Employment Agreement WHICH CURRENTLY READS AS FOLLOWS: (**refer to Exhibit "1" attached**), shall be and hereby is amended.
 - b. SECTION 5(A)(a) of the Employment Agreement is hereby amended to read as follows: (**refer to Exhibit "2" attached**)
- 2. All other provisions of the Employment Agreement shall remain in full force and effect.
- 3. This Amendment is hereby incorporated as an exhibit to the Employment Agreement in accordance with section 7(D) of the Employment Agreement.

Intending to be legally bound, the parties have signed this Amendment to be effective as of the date set forth above.

Chief Robert J. Lippert

City Manager, City of Huron, Ohio

Exhibit 1

SECTION 5. HEALTH, DISABILITY, AND LIFE INSURANCE BENEFITS

A. Benefits

- a. Health, Hospitalization, Vision, Dental and Comprehensive Medical Insurance. It is understood by all parties that the Chief shall not receive medical insurance payable by the city.
- b. Life Insurance. The premium for life insurance, in the amount customarily provided to other full-time City employees, shall be paid by the City. The City shall permit the Police Chief to purchase additional life insurance, if available, at his own expense.
- c. Professional Vehicle Liability Insurance. The City shall provide insurance or otherwise provide competent legal counsel to the Police Chief if named as a defendant in a civil action resulting from the Police Chiefs performance of police duties and responsibilities.

Exhibit 2

SECTION 5. HEALTH, DISABILITY, AND LIFE INSURANCE BENEFITS

A. Benefits

- a. Health, Hospitalization, Vision, Dental and Comprehensive Medical Insurance. Except as otherwise set forth below, Police Chief shall be entitled to receive all Fringe Benefits permitted by Section 163.13 of the Administrative Code of the City of Huron.
- b. Life Insurance. The premium for life insurance, in the amount customarily provided to other full-time City employees, shall be paid by the City. The City shall permit the Police Chief to purchase additional life insurance, if available, at his own expense.
- c. Professional Vehicle Liability Insurance. The City shall provide insurance or otherwise provide competent legal counsel to the Police Chief if named as a defendant in a civil action resulting from the Police Chiefs performance of police duties and responsibilities.



TO: Mayor Artino and City Council
FROM: Mike Spafford , Interim City Manager
RE: Resolution No. 2020-51
DATE: July 14, 2020

Subject Matter/Background

This resolution requests Council's authorization to enter into an agreement with Underground Utilities, Inc. for extension of an 8" water line south from the Berlin Road intersection to just outside the paving limits of the current US 6 project and connection of water service to Dairy Queen. A revised plan sheet from OHM showing the waterline work is attached.

This work is prep for the planned Berlin Road waterline replacement project anticipated for 2021. It is also work that would have been necessary as part of the Berlin Road waterline project, however, is being done this year to prevent damaging the new construction in the intersection.

Staff is requesting prompt approval to ensure timely coordination of UUI with Smith Paving to keep the US 6 project on schedule. Smith Paving will assist in coordination/scheduling of this work.

Financial Review

The Water Department's capital fund (603) has sufficient appropriations and fund balance to pay for the proposed waterline replacement work.

Legal Review

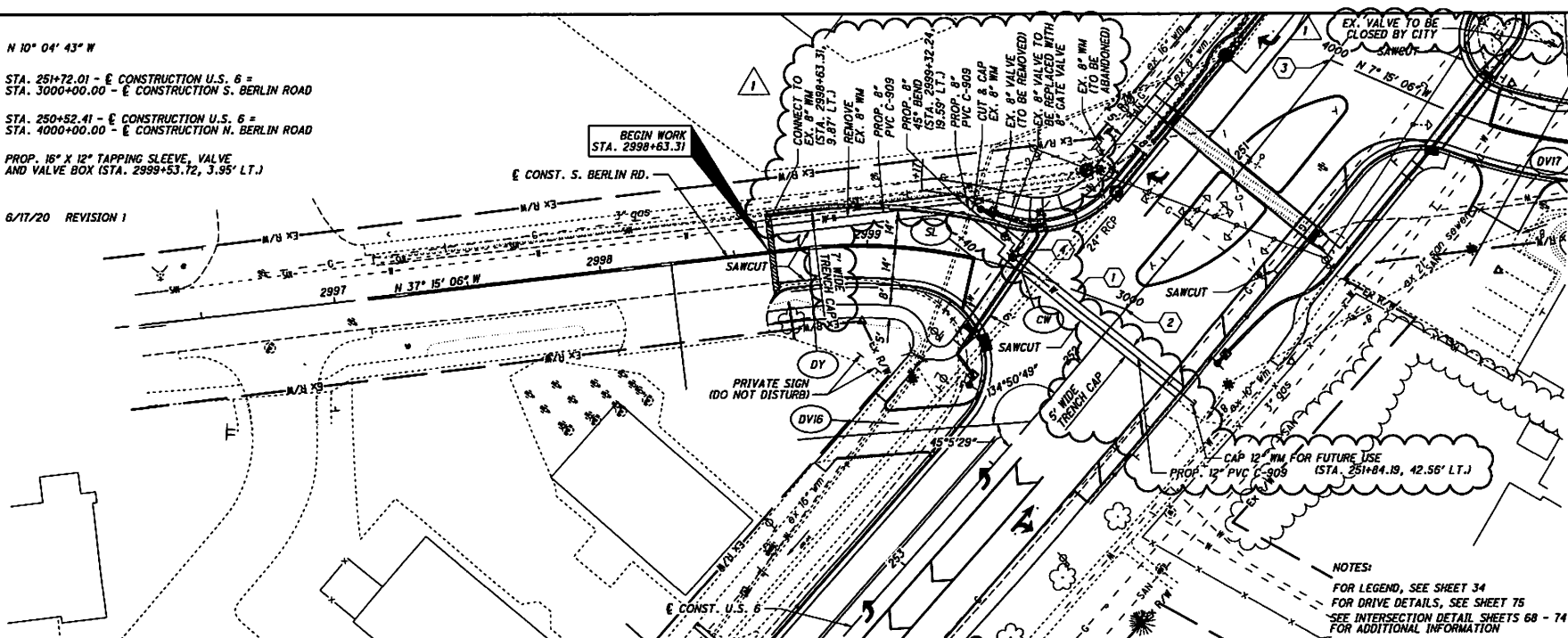
This matter has been reviewed, follows normal legislative procedure, and is properly before you.

Recommendation

If the Council is in support of the request, a motion waiving the three-reading rule and adopting Resolution No. 2020-51 is in order.

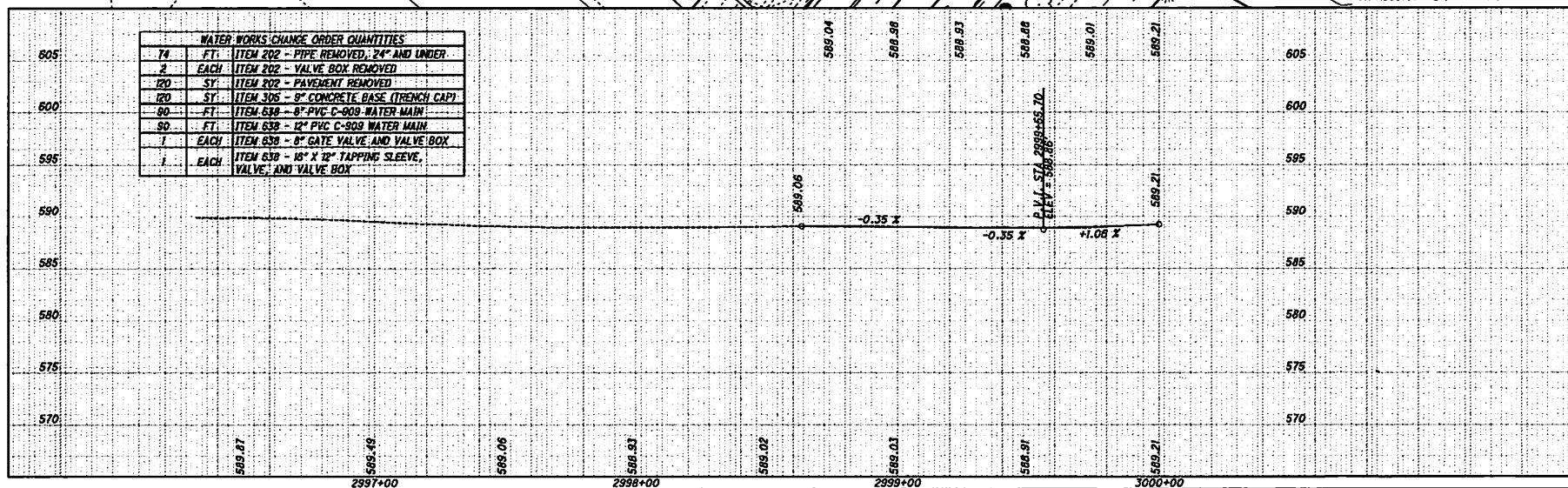
[Summary Resolution 2020-51 Exhibit.pdf](#)
[Resolution No. 2020-51.doc](#)
[Resolution No. 2020-51 Exhibit A.pdf](#)

- 6/17/20 REVISION 1**



NOTES:
FOR LEGEND, SEE SHEET 34
FOR DRIVE DETAILS, SEE SHEET 75
SEE INTERSECTION DETAIL SHEETS 68 - 74
FOR ADDITIONAL INFORMATION

WATER WORKS CHANGE ORDER QUANTITIES		
74	FT.	ITEM 202 - PIPE REMOVED, 24" AND UNDER
2	EACH	ITEM 202 - VALVE BOX REMOVED
120	SY.	ITEM 202 - PAYEMENT REMOVED
120	SY.	ITEM 305 - 9" CONCRETE BASE (TRENCH CAP)
90	FT.	ITEM 630 - 8" PVC C-909 WATER MAIN
90	FT.	ITEM 630 - 12" PVC C-909 WATER MAIN
1	EACH	ITEM 630 - 8" GATE VALVE AND VALVE BOX
1	EACH	ITEM 630 - 16" X 18" TAPPING SLEEVE, VALVE AND VALVE BOX



RESOLUTION NO. 2020-51

Introduced by: Monty Tapp

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH UNDERGROUND UTILITIES, INC. FOR INSTALLATION OF AN 8" WATER MAIN REPLACEMENT IN AN AMOUNT NOT TO EXCEED THIRTY-TWO THOUSAND SIX HUNDRED TEN DOLLARS (\$32,610.00)

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

SECTION 1. That the Interim City Manager is authorized and directed to accept the proposal and enter into an agreement with Underground Utilities, Inc. for the provision and installation of an 8" water main replacement in an amount not to exceed Thirty-Two Thousand Six Hundred Ten Dollars (\$32,610.00), which shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of 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 go into effect, and be in full force and effect, immediately upon its passage.

Sam Artino, Mayor

ATTESTED: _____
Clerk of Council

ADOPTED: _____

Proposal

Underground Utilities, Inc.

"An Equal Opportunity Employer"

416 West Monroe Street - PO Box 428

Monroeville, OH 44847

Phone: 419-465-2587 Fax: 419-465-4289

wstein@uui.net

Project Name: Huron Water Line Additional Work

Huron, Ohio

8" Water Main Replacements

Project No. 2020014

Purchase Order No.

Order Date:

Terms: Net 30 Days

F.O.B.

Shipped Via

City of Huron

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	LS	8" Water Main Work	\$32,610.00	\$32,610.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			SUBTOTAL	\$32,610.00
			TAX	N/A
			TOTAL	\$32,610.00

Conditions

- No permanent or temporary restoration is included in this price.
- Price is based off the drawings submitted to UUI on 6/24/20 Sheet 55/84
- The City will have an 8" inserta valve installed on 8" line running South prior to work starting
- The City added one 1" water service to Dairy Queen which will be connected before the curb stop and meter pit.
- The 8" water main running south will be relocated approximately 4' from the centerline of the existing main once testing is complete the line will be connected to the existing with 2 MJ 45 Elbows
- The new water main will be installed with 5' of cover.

After receipt and review, should the terms of this purchase order be acceptable, please sign, date and return.

Approved By (Contractor)

Date

Approved By (General Contractor)

Date

Send Correspondence To:



UNDERGROUND
UTILITIES, INC.

Wes Stein
Project Manager

416 West Monroe Street
PO Box 428
Monroeville, Ohio 44847

Cell: 419-217-4503
Office: 419-465-2587, Ext. 130
Fax: 419-465-4289
wstein@uui.net