



**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, October 12, 2021 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

**LIVESTREAM MEETING INFORMATION** *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 observe and hear the discussions and deliberations of all members of City Council via the following link:*  
<https://www.youtube.com/channel/UCpRAV-AnmlA6lfukQzKakQg>

**I. Call To Order** Moment of Silence followed by the Pledge of Allegiance to the Flag

**II. Roll Call of City Council**

**III. Approval of Minutes**

**III.a** Minutes of regular meeting of Council of September 14, 2021.

**IV. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)

**V. Old Business**

**VI. New Business**

**VI.a** Resolution No. 68-2021

A resolution authorizing an agreement with the Board of Trustees for Huron Township to provide fire protection and emergency squad services for all property and residents within Huron Township.

**VI.b** Resolution No. 69-2021

A resolution authorizing a grant application submission by the Huron Fire Department to the Assistance to Firefighter Grant Program.

**VI.c** Resolution No. 72-2021

A resolution authorizing and agreement with Bricker & Eckler, Attorneys at Law, for provision of economic development services in connection with Sawmill Creek.

**VI.d** Resolution No. 73-2021

A resolution authorizing an agreement with OHM Advisors for provision of engineering design and construction documents for the Fish Cleaning Station Project.

**VII. City Manager's Discussion**

**VIII. Mayor's Discussion**

**IX. For the Good of the Order**

**X. Executive Session(s)**

**XI. Adjournment**



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 68-2021  
**DATE:** October 12, 2021

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### **Subject Matter/Background**

Resolution 68-2021 authorizes an agreement with the Huron Township Trustees for the provision of fire protection and emergency services to the residents of Huron Township.

As Council is aware, the current agreement with the Township is scheduled to expire on December 31, 2021. Extensive internal review and discussion with the Administration, the Fire Captains and subsequent discussions between the two entities have spanned several months. The final agreement is before Council in Exhibit "A". The only major changes to the contract include the following details:

- Instead of a 3-year deal, the contract beginning in 2022 is proposing a 2-year deal with a one year option to renew. This will stagger the term with the IAFF so both contracts are currently negotiated at the same time.
- Although the City and Township have split the cost of capital equipment purchases over the past 3 years, the contract did not clearly formalize this process. The contract in front of Council for approval formalizes the 50/50 split on capital equipment.
- The Township will be placed as an additional insured on the City's insurance since City employees in the Fire Department work in the Township, as well.

The Huron Township Board of Trustees adopted Resolution #2021-18 authorizing this Agreement on October 4, 2021. A copy of that resolution is attached hereto as Exhibit 1.

### **Financial Review**

The 2022 budget was built based on the underlying assumptions within the contract. Staff will meet with the Township by the end of November to discuss the 2022 budget and capital equipment needs for the Fire Department. The annual budget is built the same as past years using a full-year's expense based on operational and capital equipment needs. If agreeable by both parties, the Township and City will split the operating and capital equipment costs 50/50.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is

### **Recommendation**

If Council is in agreement, a motion adopting Resolution 68-2021 is in order.

[Resolution No. 68-2021 Exhibit 1.pdf](#)

[Resolution No. 68-2021.doc](#)

[Resolution No. 68-2021 Exhibit A.pdf](#)

**RESOLUTION #2021- 18**

**A RESOLUTION AUTHORIZING THE HURON TOWNSHIP TRUSTEES TO ENTER INTO A CONTRACT FOR FIRE PROTECTION AND RESCUE SQUAD SERVICES WITH THE CITY OF HURON, OHIO.**

The Board of Trustees of Huron Township, Erie County, Ohio, met in regular session on the 4<sup>th</sup> day of October, 2021, at the Township Hall, 1820 Bogart Road, Huron, Ohio, with the following members present:

Mr. Gordon Hahn  
Mr. Edward Enderle  
Ms. Mary K. Schlessman

Ms. Schlessman introduced the following resolution and urged its adoption:

**BE IT RESOLVED BY THE TRUSTEES OF HURON TOWNSHIP, ERIE COUNTY, OHIO:**

1. Pursuant to Sections 505.37 through 505.44 of the Revised Code of Ohio, the Huron Township Trustees do hereby wish to enter into a contract for fire protection and related services with the City of Huron, Ohio, in order to provide for the safety and welfare of the residents of Huron Township.
2. Said fire protection and related services shall be provided by the City of Huron, Ohio, in accordance with the terms of said contract (attached hereto as Exhibit A), the percentage of cost shall be specified in said contract. This contract shall be in full force until December 31, 2023, and shall supersede all other agreements for fire protection and related services between the City of Huron and Huron Township.
3. Said fire protection and related services shall be provided to the residents and property owners of Huron Township Precincts #1 and #2 Fire Districts in accordance with the contract (Exhibit A).
4. This Resolution shall be in full force and effect from and immediately after its adoption.

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

## RESOLUTION 2021-18

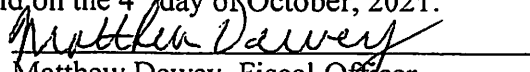
Mr. Enderle seconded the motion to adopt said resolution and the roll call being called upon its adoption was as follows:

	AYE	NAY
Mr. Gordon Hahn	XX	<input type="checkbox"/>
Mr. Edward Enderle	XX	<input type="checkbox"/>
Ms. Mary K. Schlessman	XX	<input type="checkbox"/>

Adopted: October 4, 2021

### FISCAL OFFICER'S CERTIFICATION

The undersigned hereby certifies that the foregoing is a true and correct copy of an excerpt from the minutes of a regular meeting of the Board of Township Trustees of Huron Township, duly called and held on the 4<sup>th</sup> day of October, 2021.

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

**CITY OF HURON/HURON TOWNSHIP  
AGREEMENT FOR SERVICES**

**THIS AGREEMENT FOR SERVICES** ("Agreement") is made at Huron, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Huron, Ohio an Ohio Charter Municipality, 417 Main Street, Huron, Erie County, Ohio ("City"), and the Board of Trustees of Huron Township, 1820 Bogart Road, Huron, Erie County, Ohio ("Township").

**WHEREAS**, the City and the Township desire to continue their long-term partnership in an effort to provide their respective residents with fire suppression and emergency medical service; and

**WHEREAS**, the existing contract for fire protection and emergency squad service is scheduled to expire on December 31, 2021; and

**NOW, THEREFORE**, in consideration of the mutual promises of the City and the Township, the parties enter into the following Agreement.

**1. SERVICES**

1.1 The City agrees to provide and furnish fire protection and emergency squad services during the term of this Agreement for all property and residents located within the territorial limits of the Township.

1.2 Such fire protection shall consist of the City providing the facilities of the City Fire Department (hereinafter "Department"), including personnel and equipment, to fight any and all fires occurring within the Township, in the same manner and to the same extent as said Department would fight fires within the corporation limits of the City of Huron.

1.3 Such emergency squad service shall consist of the City providing the facilities of the Department, including personnel and equipment, to respond to all calls for emergency ambulance service within the Township, in the same manner and to the same extent as said Department would respond to emergency ambulance calls within the corporation limits of the City of Huron.

1.4 All calls from Township residents for fire and emergency squad service shall be received by the Department in the same manner as are calls from City residents, and the Chief of the Fire Department shall determine, in his discretion, the deployment of equipment and personnel to respond to calls from Township residents. The Township agrees that neither the City, its legislative body, nor any member of the Fire Department of the City, or any other City employee, jointly or severally, shall be liable to the Township or any of its inhabitants or property owners, for failure to answer any fire call or emergency squad request or for lack of speed for answering such call, other than for gross, willful, reckless, or wanton negligence of the City.

1.5 During the term of this Agreement, the City shall ensure the Township receives the benefit of twenty-four hours a day, seven days a week manning/operation of Station 2 located in Huron Township in the same or increased fashion as the 2017 Pilot Program.

1.6 At execution of this Agreement, and as may be periodically requested by the Township, the City shall provide a Certificate of Insurance ensuring the Township is identified as "additional insured" on the City's insurance policies, which shall include comprehensive general liability insurance, and property damage insurance. The Township shall remain a named insured for the term of this Agreement, and any renewal thereof, for any acts or omissions of the City in performing the fire protection and emergency squad services required herein.

## **2. EQUIPMENT**

2.1 The Township agrees that the Department shall have the exclusive use of all firefighting equipment now owned or hereafter purchased by the Township during the term of this Agreement. Said Township equipment may be used at the discretion of the Department for any fire or other emergency use with the Township or the City of Huron or in other political subdivisions in which said equipment may be deployed in fulfillment of the City's obligation under mutual aid fire contracts.

2.2 The Parties further agree that, as a basis for ensuring the shared expenses per Section 3 of this Agreement are continuously accounted for and monitored, the Department shall develop an amortization and equipment replacement program which includes all fire and emergency apparatus and rescue vehicles. Said program shall detail the original acquisition cost, anticipated replacement cost and the existing and future useful life of such equipment. This program shall be utilized from the date of execution of this Agreement forward in the calculation of depreciation as it is applicable to the equipment.

2.3 Upon the termination of this Agreement, the possession of the Township equipment shall be returned to the Township, together with all equipment and improvements permanently affixed thereto by the City.

2.4 The City shall have the right during the term of this Agreement to add, modify, change or remove any and all equipment, accessories or machinery located on the Township equipment when, in the judgment of the Chief of the Fire Department, or in the absence of the Fire Chief, the Fire Captains shall reserve the right to make the determination, the same is necessary in the best interest of the general public of the City and the Township.

2.5 The City shall have the right to review and approve, prior to acquisition, all capital equipment provided by the Township. Equipment acquired outside of the aforementioned process shall not be included in a schedule of depreciation for purpose of Section 2.7.

2.6 The City shall maintain the Township equipment in good working order at all times during the term of this Agreement and shall provide all maintenance, repairs and replacements to said equipment as may from time to time be required to keep the same in good working order. Expenses

for maintenance, repairs and replacements to said equipment shall be budgeted and paid as described in Section 3. Capital equipment replacements shall be paid as described in Section 3.3

2.7 The Parties consent and agree that at the time of this Agreement, the Township and the City each may hold sole ownership on the title of specific pieces of equipment currently in service in the Department, meaning the initial purchase of the equipment was not equally shared at fifty percent (50%). Said equipment was acquired at a time when the calculation of depreciation was applied to the cost of the services provided for. To that end, and in an attempt to clarify the application of depreciation, the parties agree to the following:

2.7.1 The amount of depreciation credited to each party shall be calculated by dividing the cost of the equipment by the useful life of such equipment. The sum of all depreciation for each party shall be multiplied by the run response percentage as described in Section 3.1 and this number shall become the annual depreciation. If the City's annual depreciation exceeds that of the Township, the contract will be increased by that amount. If the Township's annual depreciation exceeds that of the City, the contract will be reduced by that amount.

2.7.1.1 The annual depreciation of all City and Township equipment shall not include any equipment that is donated to either party or any equipment purchased through the Rescue Squad Development Fund.

2.8 The Township and the City shall carry its own insurance on fire equipment owned by it and used by the City. The Township and the City agree that for each party to this Agreement the amount of insurance in force at the effective date of this Agreement shall be continued without reduction during the term of this Agreement. In the event any of such Township equipment is damaged regardless of cause, Township agrees to pay the City the amount received from its insurance company for such damage to defray the expense of repairs required to be made by the City.

### **3. ANNUAL BUDGET AND PAYMENT SCHEDULE**

3.1 It shall be the sole authority of the Huron City Council to establish an annual expense budget for the Department for presentation to the Township on or before November 1<sup>st</sup> each year. Each party shall be subject to and responsible for an equal share of fifty percent (50%) of annual budgeted expense less any reductions specifically noted herein.

3.2 The annual expense budget shall be supported by the following revenue variables:

3.2.1 Levy Funds. The proceeds of the property tax levy in existence at the time of the execution of this Agreement shall continue to be the primary funding source of the Department. The receipt of all Fire Levy proceeds shall be deposited by the City in support of the Department's annual budget and establish the primary funding amount. The Annual Percentage attributed to the Township and City will establish the basis for cost sharing any deficit.



3.2.2 Insurance Collection. The City shall have the sole discretion on the continuation of the practice of insurance billing collection as a municipal function for the sole purpose of providing supplemental revenue in support of Department operations. In the event that the City discontinues insurance billing collection, the Township may implement insurance billing collection. The entity actually performing insurance billing collection has the right to retain all proceeds of the collection it performs, and shall be responsible for the costs of its billing operation. Both parties agree that the existence of the insurance collections for the purpose of funding the Department is vital to maintaining the service level currently enjoyed by the Parties.

3.2.3 For the period of this Agreement and any renewals, the Parties agree that any deficit in existence following the collections designated in 3.2.1 and 3.2.2 shall be the joint responsibility of the Parties in fifty percent (50%) increments.

3.2.4 For the period of this Agreement and any renewals, the Parties agree that any surplus in existence following the collections designated in 3.2.1 and 3.2.2 shall first be reserved for budget stabilization in the Department's operating fund. Additional surplus shall be deposited by the City in a fund designated for the acquisition and maintenance of capital equipment for utilization by the Department.

3.3 Each party shall be subject to and responsible for an equal share of fifty percent (50%) of actual capital equipment expenses above and beyond the annual budget expense share. The capital equipment expenses shall be agreed upon by both parties and shall include equipment in the equipment replacement program from Section 2.2.

3.4 The City shall invoice the annual cost of the Department's services pursuant to this Agreement divided into quarterly increments. The Township shall forward payment to the City within thirty (30) days of the receipt of said invoice. The fourth quarter invoice may include necessary additions or credits as determined by both parties, including but not limited to equipment depreciation and utilities.

3.5 The City shall provide to the Township, at the end of every calendar quarter, a reconciliation of departmental budgetary funds expressing revenue and expenses generated calendar year to date.

#### **4. TERM**

4.1 The term of this Agreement shall be from January 1, 2022 through December 31, 2023, inclusive.

4.2 Either party has the discretion to terminate this Agreement at any time, provided that ninety (90) days' notice of termination is given to the other party.

4.3 In the event of any termination, the Township shall have no further obligation to make payment to the City, except for payment for service rendered and owed at the time of the termination and the City shall have no further obligation to provide the services required by this Agreement.

4.4 This Agreement may be renewed for additional term of one (1) year, such term to begin immediately after the expiration of the original term of this Agreement. Unless the City or Township gives notice to the contrary as provided hereinafter, the renewal option shall be deemed to have been exercised automatically.

4.5 If the City or Township chooses not to allow or exercise the above-described renewal option, that party shall notify the other party of such non-renewal in writing at least ninety (90) days prior to the expiration of the term then in force.

4.6 Unless otherwise modified in writing signed by both parties, and subject to Section 3.2.3, the provisions of this Agreement shall remain unchanged during the renewal term.

## **5. AMENDMENT**

Any amendment to this Agreement must be written and signed by the authorized representatives of the City and Township.

## **6. GENERAL TERMS**

6.1 The City agrees to maintain all Mutual Aid Fire Protection Contracts of either party in force at the time this Agreement is entered into.

6.2 The City agrees to assume responsibility for preventive fire code enforcement activities and inspection program in the unincorporated portions of the Township as appropriate regulations covering the same are adopted by resolution of the Township Board of Trustees.

6.3 The Township agrees to appoint the Chief of the Huron City Department of Fire or in the absence of a Fire Chief, the Fire Captains shall be appointed as the fire prevention officer for the township for a period of one (1) year in accordance with O.R.C. §505.38(B). Such appointment shall be reviewed and approved annually by the Township Trustees.

6.4 This Agreement is entered into pursuant to the provisions of all applicable sections of Ohio Revised Code, including § 9.60 (C), and § 505.37, and as authorized by Resolution adopted by the Huron City Council and by Resolution adopted by the Board of Township Trustees.

6.5 This Agreement shall be governed and construed in accordance with the law of the State of Ohio.

6.6 The Parties acknowledge that the Township and the City (including its Fire Department) are independent contractors. Nothing in this agreement is intended, or will be construed, to create an employer/employee relationship, a joint venture partnership, a partnership, or other similar relationship. As an independent contractor, the City's employees, contractors, and agents are not eligible for, or entitled to, and shall not participate in the Township's health or other benefits plans.

## **7. DISPUTE RESOLUTION**

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a representative of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably by the Parties, the Parties agree to utilize mediation prior to the commencement of any other legal remedy. Performance of this Agreement shall continue during all dispute resolution proceedings. No payment due or payable by the City or the Township shall be withheld on account of a pending reference to the dispute process except to the extent that such payment is the subject of such dispute.

## **8. CAPTIONS**

The captions and headings in this Agreement are for convenience only and in no way defined, limit or describe the scope of any provisions or sections in this Agreement.

## **9. ENTIRE AGREEMENT AND SEVERABILITY**

9.1 Upon execution of this Agreement by both of the parties, this Agreement shall constitute the entire agreement between the parties for the provision of fire protection and emergency squad services.

9.2 This Agreement shall supersede and take the place of the Agreement for Emergency Services presently existing and scheduled to terminate on December 31, 2021.

9.3 The provisions of this Agreement are severable, and if any work, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to any other persons or circumstances shall not be affected thereby.

## **10. NOTICE**

All notices required or permitted to be given hereunder shall be in writing and delivered by hand or overnight courier, or mailed in the United States Mail postage prepaid by certified or registered mail, return receipt requested, to the appropriate address:

### **For the City:**

Matthew Lasko, City Manager  
City of Huron  
417 Main Street  
Huron, Ohio 44839

### **For the Township:**

Huron Township Trustees  
Huron Township  
1820 Bogart Road  
Huron, Ohio 44839

IN WITNESS WHEREOF the Parties have hereunto set their names, the City by the signature of the City Manager, and the Township by the signatures of the Trustees, this 7<sup>th</sup> day of OCTOBER, 2021.

CITY OF HURON

HURON TOWNSHIP TRUSTEES

By: \_\_\_\_\_  
Matthew Lasko, City Manager

By: Gordon B. Hahn  
Gordon B. Hahn, Trustee

By: Edward J. Enderle  
Edward J. Enderle, Trustee

By: Mary K. Schlessman  
Mary K. Schlessman, Trustee

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Todd A. Schrader, Law Director

By: Susan Brown  
Kevin J. Baxter,  
Erie County Prosecuting Attorney  
By Susan Brown, Assistant Prosecutor

**RESOLUTION NO. 68-2021**

**Introduced by Monty Tapp**

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF TRUSTEES FOR HURON TOWNSHIP TO PROVIDE FIRE PROTECTION AND EMERGENCY SQUAD SERVICES FOR ALL PROPERTY AND RESIDENTS WITHIN HURON TOWNSHIP**

**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 the City/Township Emergency Services Agreement for fire and rescue services to cover the period beginning January 1, 2022 and ending December 31, 2023, which agreement shall be 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.

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Sam Artino, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_

## **CITY OF HURON/HURON TOWNSHIP AGREEMENT FOR SERVICES**

**THIS AGREEMENT FOR SERVICES** ("Agreement") is made at Huron, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Huron, Ohio an Ohio Charter Municipality, 417 Main Street, Huron, Erie County, Ohio ("City"), and the Board of Trustees of Huron Township, 1820 Bogart Road, Huron, Erie County, Ohio ("Township").

**WHEREAS**, the City and the Township desire to continue their long-term partnership in an effort to provide their respective residents with fire suppression and emergency medical service; and

**WHEREAS**, the existing contract for fire protection and emergency squad service is scheduled to expire on December 31, 2021; and

**NOW, THEREFORE**, in consideration of the mutual promises of the City and the Township, the parties enter into the following Agreement.

### **1. SERVICES**

1.1 The City agrees to provide and furnish fire protection and emergency squad services during the term of this Agreement for all property and residents located within the territorial limits of the Township.

1.2 Such fire protection shall consist of the City providing the facilities of the City Fire Department (hereinafter "Department"), including personnel and equipment, to fight any and all fires occurring within the Township, in the same manner and to the same extent as said Department would fight fires within the corporation limits of the City of Huron.

1.3 Such emergency squad service shall consist of the City providing the facilities of the Department, including personnel and equipment, to respond to all calls for emergency ambulance service within the Township, in the same manner and to the same extent as said Department would respond to emergency ambulance calls within the corporation limits of the City of Huron.

1.4 All calls from Township residents for fire and emergency squad service shall be received by the Department in the same manner as are calls from City residents, and the Chief of the Fire Department shall determine, in his discretion, the deployment of equipment and personnel to respond to calls from Township residents. The Township agrees that neither the City, its legislative body, nor any member of the Fire Department of the City, or any other City employee, jointly or severally, shall be liable to the Township or any of its inhabitants or property owners, for failure to answer any fire call or emergency squad request or for lack of speed for answering such call, other than for gross, willful, reckless, or wanton negligence of the City.

1.5 During the term of this Agreement, the City shall ensure the Township receives the benefit of twenty-four hours a day, seven days a week manning/operation of Station 2 located in Huron Township in the same or increased fashion as the 2017 Pilot Program.

1.6 At execution of this Agreement, and as may be periodically requested by the Township, the City shall provide a Certificate of Insurance ensuring the Township is identified as “additional insured” on the City’s insurance policies, which shall include comprehensive general liability insurance, and property damage insurance. The Township shall remain a named insured for the term of this Agreement, and any renewal thereof, for any acts or omissions of the City in performing the fire protection and emergency squad services required herein.

## **2. EQUIPMENT**

2.1 The Township agrees that the Department shall have the exclusive use of all firefighting equipment now owned or hereafter purchased by the Township during the term of this Agreement. Said Township equipment may be used at the discretion of the Department for any fire or other emergency use with the Township or the City of Huron or in other political subdivisions in which said equipment may be deployed in fulfillment of the City’s obligation under mutual aid fire contracts.

2.2 The Parties further agree that, as a basis for ensuring the shared expenses per Section 3 of this Agreement are continuously accounted for and monitored, the Department shall develop an amortization and equipment replacement program which includes all fire and emergency apparatus and rescue vehicles. Said program shall detail the original acquisition cost, anticipated replacement cost and the existing and future useful life of such equipment. This program shall be utilized from the date of execution of this Agreement forward in the calculation of depreciation as it is applicable to the equipment.

2.3 Upon the termination of this Agreement, the possession of the Township equipment shall be returned to the Township, together with all equipment and improvements permanently affixed thereto by the City.

2.4 The City shall have the right during the term of this Agreement to add, modify, change or remove any and all equipment, accessories or machinery located on the Township equipment when, in the judgment of the Chief of the Fire Department, or in the absence of the Fire Chief, the Fire Captains shall reserve the right to make the determination, the same is necessary in the best interest of the general public of the City and the Township.

2.5 The City shall have the right to review and approve, prior to acquisition, all capital equipment provided by the Township. Equipment acquired outside of the aforementioned process shall not be included in a schedule of depreciation for purpose of Section 2.7.

2.6 The City shall maintain the Township equipment in good working order at all times during the term of this Agreement and shall provide all maintenance, repairs and replacements to said equipment as may from time to time be required to keep the same in good working order. Expenses

for maintenance, repairs and replacements to said equipment shall be budgeted and paid as described in Section 3. Capital equipment replacements shall be paid as described in Section 3.3

2.7 The Parties consent and agree that at the time of this Agreement, the Township and the City each may hold sole ownership on the title of specific pieces of equipment currently in service in the Department, meaning the initial purchase of the equipment was not equally shared at fifty percent (50%). Said equipment was acquired at a time when the calculation of depreciation was applied to the cost of the services provided for. To that end, and in an attempt to clarify the application of depreciation, the parties agree to the following:

2.7.1 The amount of depreciation credited to each party shall be calculated by dividing the cost of the equipment by the useful life of such equipment. The sum of all depreciation for each party shall be multiplied by the run response percentage as described in Section 3.1 and this number shall become the annual depreciation. If the City's annual depreciation exceeds that of the Township, the contract will be increased by that amount. If the Township's annual depreciation exceeds that of the City, the contract will be reduced by that amount.

2.7.1.1 The annual depreciation of all City and Township equipment shall not include any equipment that is donated to either party or any equipment purchased through the Rescue Squad Development Fund.

2.8 The Township and the City shall carry its own insurance on fire equipment owned by it and used by the City. The Township and the City agree that for each party to this Agreement the amount of insurance in force at the effective date of this Agreement shall be continued without reduction during the term of this Agreement. In the event any of such Township equipment is damaged regardless of cause, Township agrees to pay the City the amount received from its insurance company for such damage to defray the expense of repairs required to be made by the City.

### **3. ANNUAL BUDGET AND PAYMENT SCHEDULE**

3.1 It shall be the sole authority of the Huron City Council to establish an annual expense budget for the Department for presentation to the Township on or before November 1<sup>st</sup> each year. Each party shall be subject to and responsible for an equal share of fifty percent (50%) of annual budgeted expense less any reductions specifically noted herein.

3.2 The annual expense budget shall be supported by the following revenue variables:

3.2.1 Levy Funds. The proceeds of the property tax levy in existence at the time of the execution of this Agreement shall continue to be the primary funding source of the Department. The receipt of all Fire Levy proceeds shall be deposited by the City in support of the Department's annual budget and establish the primary funding amount. The Annual Percentage attributed to the Township and City will establish the basis for cost sharing any deficit.



3.2.2 Insurance Collection. The City shall have the sole discretion on the continuation of the practice of insurance billing collection as a municipal function for the sole purpose of providing supplemental revenue in support of Department operations. In the event that the City discontinues insurance billing collection, the Township may implement insurance billing collection. The entity actually performing insurance billing collection has the right to retain all proceeds of the collection it performs, and shall be responsible for the costs of its billing operation. Both parties agree that the existence of the insurance collections for the purpose of funding the Department is vital to maintaining the service level currently enjoyed by the Parties.

3.2.3 For the period of this Agreement and any renewals, the Parties agree that any deficit in existence following the collections designated in 3.2.1 and 3.2.2 shall be the joint responsibility of the Parties in fifty percent (50%) increments.

3.2.4 For the period of this Agreement and any renewals, the Parties agree that any surplus in existence following the collections designated in 3.2.1 and 3.2.2 shall first be reserved for budget stabilization in the Department's operating fund. Additional surplus shall be deposited by the City in a fund designated for the acquisition and maintenance of capital equipment for utilization by the Department.

3.3 Each party shall be subject to and responsible for an equal share of fifty percent (50%) of actual capital equipment expenses above and beyond the annual budget expense share. The capital equipment expenses shall be agreed upon by both parties and shall include equipment in the equipment replacement program from Section 2.2.

3.4 The City shall invoice the annual cost of the Department's services pursuant to this Agreement divided into quarterly increments. The Township shall forward payment to the City within thirty (30) days of the receipt of said invoice. The fourth quarter invoice may include necessary additions or credits as determined by both parties, including but not limited to equipment depreciation and utilities.

3.5 The City shall provide to the Township, at the end of every calendar quarter, a reconciliation of departmental budgetary funds expressing revenue and expenses generated calendar year to date.

#### **4. TERM**

4.1 The term of this Agreement shall be from January 1, 2022 through December 31, 2023, inclusive.

4.2 Either party has the discretion to terminate this Agreement at any time, provided that ninety (90) days' notice of termination is given to the other party.

4.3 In the event of any termination, the Township shall have no further obligation to make payment to the City, except for payment for service rendered and owed at the time of the termination and the City shall have no further obligation to provide the services required by this Agreement.

4.4 This Agreement may be renewed for additional term of one (1) year, such term to begin immediately after the expiration of the original term of this Agreement. Unless the City or Township gives notice to the contrary as provided hereinafter, the renewal option shall be deemed to have been exercised automatically.

4.5 If the City or Township chooses not to allow or exercise the above-described renewal option, that party shall notify the other party of such non-renewal in writing at least ninety (90) days prior to the expiration of the term then in force.

4.6 Unless otherwise modified in writing signed by both parties, and subject to Section 3.2.3, the provisions of this Agreement shall remain unchanged during the renewal term.

## **5. AMENDMENT**

Any amendment to this Agreement must be written and signed by the authorized representatives of the City and Township.

## **6. GENERAL TERMS**

6.1 The City agrees to maintain all Mutual Aid Fire Protection Contracts of either party in force at the time this Agreement is entered into.

6.2 The City agrees to assume responsibility for preventive fire code enforcement activities and inspection program in the unincorporated portions of the Township as appropriate regulations covering the same are adopted by resolution of the Township Board of Trustees.

6.3 The Township agrees to appoint the Chief of the Huron City Department of Fire or in the absence of a Fire Chief, the Fire Captains shall be appointed as the fire prevention officer for the township for a period of one (1) year in accordance with O.R.C. §505.38(B). Such appointment shall be reviewed and approved annually by the Township Trustees.

6.4 This Agreement is entered into pursuant to the provisions of all applicable sections of Ohio Revised Code, including § 9.60 (C), and § 505.37, and as authorized by Resolution adopted by the Huron City Council and by Resolution adopted by the Board of Township Trustees.

6.5 This Agreement shall be governed and construed in accordance with the law of the State of Ohio.

6.6 The Parties acknowledge that the Township and the City (including its Fire Department) are independent contractors. Nothing in this agreement is intended, or will be construed, to create an employer/employee relationship, a joint venture partnership, a partnership, or other similar relationship. As an independent contractor, the City's employees, contractors, and agents are not eligible for, or entitled to, and shall not participate in the Township's health or other benefits plans.

## **7. DISPUTE RESOLUTION**

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a representative of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably by the Parties, the Parties agree to utilize mediation prior to the commencement of any other legal remedy. Performance of this Agreement shall continue during all dispute resolution proceedings. No payment due or payable by the City or the Township shall be withheld on account of a pending reference to the dispute process except to the extent that such payment is the subject of such dispute.

## **8. CAPTIONS**

The captions and headings in this Agreement are for convenience only and in no way defined, limit or describe the scope of any provisions or sections in this Agreement.

## **9. ENTIRE AGREEMENT AND SEVERABILITY**

9.1 Upon execution of this Agreement by both of the parties, this Agreement shall constitute the entire agreement between the parties for the provision of fire protection and emergency squad services.

9.2 This Agreement shall supersede and take the place of the Agreement for Emergency Services presently existing and scheduled to terminate on December 31, 2021.

9.3 The provisions of this Agreement are severable, and if any work, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to any other persons or circumstances shall not be affected thereby.

## **10. NOTICE**

All notices required or permitted to be given hereunder shall be in writing and delivered by hand or overnight courier, or mailed in the United States Mail postage prepaid by certified or registered mail, return receipt requested, to the appropriate address:

### **For the City:**

Matthew Lasko, City Manager  
City of Huron  
417 Main Street  
Huron, Ohio 44839

### **For the Township:**

Huron Township Trustees  
Huron Township  
1820 Bogart Road  
Huron, Ohio 44839

**IN WITNESS WHEREOF** the Parties have hereunto set their names, the City by the signature of the City Manager, and the Township by the signatures of the Trustees, this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF HURON

HURON TOWNSHIP TRUSTEES

By: \_\_\_\_\_  
Matthew Lasko, City Manager

By: \_\_\_\_\_  
Gordon B. Hahn, Trustee

By: \_\_\_\_\_  
Edward J. Enderle, Trustee

By: \_\_\_\_\_  
Mary K. Schlessman, Trustee

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Todd A. Schrader, Law Director

By: \_\_\_\_\_  
Kevin J. Baxter,  
Erie County Prosecuting Attorney  
By Susan Brown, Assistant Prosecutor



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 69-2021  
**DATE:** October 12, 2021

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### **Subject Matter/Background**

This resolution authorizes the Huron Fire Department to submit an Assistance to Firefighter Grant (AFG) application for potential funding toward equipment replacement.

As submitted by Captain Nash within a legislative request to Administration:

#### **GRANT APPLICATION PART 1**

The HFD is asking consideration to apply for an AFG grant in the amount of \$78,000, which would be used, if awarded, to replace an outdated Breathing Air Compressor and Fit Tester. The city would be responsible for a 5% match to this grant. The HFD made previous applications for the same equipment and SCBA's in 2018 and 2020, but the grant funds received related only to replacement of the SCBA's.

The HFD will be utilizing a grant writer for assistance with the grant application. Fees associated with this service include a non-refundable application fee of \$795 and an 8% award fee not to exceed \$3,500.

The total cost being requested is \$81,500, to include the reimbursable 8% award fee. The city's 5% cost match will be \$3,900 plus \$175\* match for the award fee, which was included in the 2021 adopted Municipal Budget and can be accommodated in the Capital Equipment Fund 214.

#### **GRANT APPLICATION PART 2**

The HFD is asking consideration to apply for an AFG grant in the amount of \$193,500.00, which would be used, if awarded, to replace 43 sets of outdated bunker gear (PPE). The city would be responsible for a 5% match to this grant.

The HFD will be utilizing a grant writer for assistance with the grant application. There are no additional fees associated with the second grant request.

The total cost being requested is \$193,500. The city's 5% cost match will be \$9,675 plus a \$175\* match relating to the award fee, and can be accommodated in the Capital Equipment Fund 214.

\*In the event both requests are approved, the 8% award fee (not to exceed \$3,500) would be paid only once, meaning the City's total 5% match relating the award fee would also be paid only once (not to exceed \$175).

### **Financial Review**

There is no financial impact to the budget at this time other than the grant writer fee of \$795. The Fire

Department's operating budget (Fund 214) will absorb this cost, which is a 50/50 split with the Township. If awarded, Fund 214 will account for the receipt of the grant and purchase of equipment. The local match for both grants will be split with the Township, as well. Both equipment items are currently on the Fire Department's asset replacement list and scheduled to be replaced in the next few years.

**Legal Review**

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

**Recommendation**

If Council is in agreement, a motion adopting Resolution 69-2021 is in order.

[Resolution No. 69-2021.doc](#)

**RESOLUTION NO. 69-2021**

Introduced by Joel Hagy

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE A GRANT APPLICATION SUBMISSION BY THE HURON FIRE DEPARTMENT TO THE ASSISTANCE TO FIREFIGHTER GRANT PROGRAM**

**WHEREAS**, the City of Huron Fire Department desires to utilize funding opportunities available through the Assistance to Firefighter Grant Program to obtain potential funding to be used for equipment replacement.

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

**Section 1.** That the City manager is authorized to approve the submission of an Assistance to Firefighter Grant (AFG) application being submitted by the Huron Fire Department for potential grant funding to be used for equipment replacement.

**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 from and after the earliest date allowed by law.

\_\_\_\_\_  
Sam Artino, Mayor

Attest: \_\_\_\_\_  
Clerk of Council

Adopted: \_\_\_\_\_



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 72-2021  
**DATE:** October 12, 2021

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### **Subject Matter/Background**

Upon the start of conversations with Cedar Fair relative to Sawmill Creek, the administration engaged Bricker and Eckler, LLP, to provide legal counsel on the transaction. The City has a strong working relationship with Bricker, as they've handled other complex development and utility deals (e.g. Rye Beach TIF and HPP disposition of assets) and is very comfortable with their expertise in this field. Bricker is a very well respected firm within the world of complex economic development work in Ohio.

Through the engagement to date, Bricker has assisted the City with establishing the proper procedure and protocols for the annexation and agreement with the Township, creation of the Section 41 TIF, and all of the necessary documents that accompany those items, specifically the forthcoming compensation agreement. Forthcoming efforts are expected and will take the cost over and above the administration's purchasing threshold, and therefore, this agreement is before Council for review.

Ohio law permits various professional service fees, such as legal fees, incurred during a development project can be paid from a TIF account that was created in connection with and receiving revenues from the project. Therefore, once established, the proceeds from the TIF will be used to offset the service fees incurred to ensure proper legal oversight.

### **Financial Review**

The administration has been working with Bricker & Eckler on numerous items related to the Sawmill Creek Resort annexation and compensation agreements. Since the expected cost of the engagement will exceed the purchasing threshold set by City Code, this resolution is requesting Council approval to enter into a contract with Bricker & Eckler, not to exceed \$50,000. This cost will be paid up front with the Economic Development Fund and is ultimately reimbursable through the Sawmill Creek Resort TIF.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement, a motion adopting Resolution 72-2021 is in order.

[Resolution No. 72-2021.doc](#)

[Resolution No. 72-2021 Exhibit A.DOCX](#)



**RESOLUTION NO. 72-2021**

Introduced by Mark Claus

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRICKER & ECKLER, ATTORNEYS AT LAW, FOR THE PROVISION OF ECONOMIC DEVELOPMENT SERVICES IN CONNECTION WITH SAWMILL CREEK AT A COST NOT TO EXCEED FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)**

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

**SECTION 1.** That the City Manager is authorized and directed to accept the proposal and enter into an agreement with Bricker & Eckler, Attorneys at Law, for the provision of economic development services in connection with Sawmill Creek at a cost not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00), 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: \_\_\_\_\_



COLUMBUS | CLEVELAND  
CINCINNATI | DAYTON  
MARIETTA

**BRICKER & ECKLER LLP**  
100 South Third Street  
Columbus, OH 43215-4291  
MAIN: 614.227.2300  
FAX: 614.227.2390

www.bricker.com  
info@bricker.com

**Robert F. McCarthy**  
614.227.2308  
Rmccarthy@bricker.com

October 4, 2021

## **VIA EMAIL**

City of Huron  
Attn: Mr. Matt Lasko, City Manager  
417 Main Street  
Huron, Ohio 44839

Re: Economic Development Services in Connection with Sawmill Creek

Dear Mr. Lasko:

We are pleased that the City of Huron (the “City”) has requested that Bricker & Eckler LLP serve as special counsel to the City in connection with the proposed redevelopment of the property known as the Sawmill Creek site (the “Project”). We understand that you are requesting our assistance from time to time with issues relating to economic development programs in connection with the Project, including but not limited to potential annexation and tax increment financing. (The work to be provided under this engagement is collectively referred to herein as the “Matter.”) We anticipate that the Matter will consist of providing legal advice on an as-requested basis in consultation with you, as the City Manager. This letter will confirm our discussion with you regarding your engagement of our Firm and will describe the basis on which we will provide legal services to you, subject to the approval of our Firm’s Client Management Committee.

### **Nature of Engagement**

One of the purposes of this letter is to set forth the nature of our engagement and the terms and conditions of our representation of the City. I will be the attorney in our firm primarily responsible for coordinating our economic development services to the City in connection with the Matter. Please note, however, that we take pride in the fact that we provide services to you as a firm, and, as such, we will retain the discretion in the exercise of professional judgment to assign portions of the work to attorneys and legal assistants who are best able to handle particular aspects of the representation on a cost efficient basis.

### **Role of Economic Development Counsel**

As economic development counsel to the City with respect to the Matter, we will coordinate with you, the City Manager, to assist the City on an as-requested basis in evaluating legal issues relating to economic development programs used in connection with the Project.

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### **Scope of Representation**

In performing our services under this Matter, the City will be our client and we will represent its interests. We assume that other parties to a transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our representation of the City does not alter our responsibility to render an objective legal opinion.

### **Conclusion of Representation; Retention and Disposition of Documents**

Unless previously terminated, our representation of the City in this matter will terminate upon the delivery of our final statement for services rendered in this matter. Following such termination, any otherwise non-public information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. The firm will retain our own files pertaining to the matter. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

### **Post-Engagement Matters**

The City is engaging the firm to provide legal services in connection with a specific matter. After completion of the Matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

### **Fees and Expenses**

For our economic development services in connection with the Matter, Bricker & Eckler LLP will charge a fee based on the actual time required to perform services at hourly rates based on the experience levels of the professionals providing the services, plus all reasonable out-of-pocket expenses. We will not incur time in connection with respect to the Matter in excess of \$50,000 without the City's prior approval, including amounts billed prior to the date hereof. We understand and agree that this fee amount is related to initial analysis of the options with respect to the Matter and that before proceeding with additional work relating to the negotiation and implementation of incentives, we will discuss an additional fee amount with the City Manager.

October 4, 2021

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Payment of invoices is due upon receipt. These billing rates are subject to change from time to time.

Depending upon the special expertise and amount of experience involved, our institutional hourly rates range from \$625 per hour for our most experienced partners to \$195 per hour for our most junior lawyers. Our hourly rates for legal assistants range from \$195 to \$265 per hour, again depending upon the expertise and experience of those involved. These hourly rates are subject to change from time to time without notice.

We will bill the City for our services and disbursements on a monthly basis. Each statement will include a description of all time incurred, including the project to which it relates. Rob McCarthy will be the attorney in our firm primarily responsible for representing the City's interests on economic development matters in connection with the Matter. The billing rate for Rob McCarthy is \$465 per hour. Please note, however, that Bricker prides itself in providing legal service as a firm, and, as such, we will retain the discretion in the exercise of our professional judgment to assign portions of the work to attorneys and legal assistants who are best able to handle particular aspects of the representation on a cost efficient basis. However, while we may refer certain matters to other attorneys and legal assistants based on their individual knowledge and experience, we will continually maintain primary responsibility for making sure that each question is thoroughly and efficiently addressed by the attorney or legal assistant to which such matter is assigned.

### **Client Responsibilities**

You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation.

### **Other Matters**

We understand that the City is our client for purposes of this representation, not any of its respective individual members or officers. In addition, as you are aware, the Firm has previously, currently does, and in the future may serve as counsel to many Ohio local governments and special purpose entities, including, without limitation, conduit financing entities such as port authorities, energy special improvement districts, municipal corporations, townships, counties, and councils of governments with regard to matters unrelated to the Matter. You are further aware that some such unrelated matters involve our representation of such entities with respect to development transactions. We understand that the interests of the City and any such entities with regard to such unrelated matters is not adverse, and that by signing this letter, the City has consented to our previous, current, and future representation of such entities in those unrelated matters.

Additionally, we require assurance that our representation of the City in the Matter will not later be raised as an actual or potential conflict of interest in any future matter in which we

October 4, 2021

Page 4

may be representing other parties and not representing the City. Because of our vast and diverse representation of many other clients in and around the State of Ohio, including, but not limited to, public entities, banks, financial institutions, lenders, developers, and real estate sellers and buyers, it is possible that in the future, a dispute may arise between the City and another client that we represent, or a transaction in which the interests of the City do not coincide with those of another client that we represent, and we reserve the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work on the Matter, even if the interests of such clients in other matters are directly adverse to the City. The City has agreed, as a condition to our undertaking this engagement, that during the period of this engagement we will not be precluded from representing clients who may have interests adverse to the City, and that the City will waive any right to disqualify the Firm or otherwise object to our representation of such clients so long as (1) such adverse matter is not substantially related to our work on the Matter, (2) our representation of the other client does not involve the use, to the material disadvantage of the City, of any confidential information that we have obtained as a result of our representation of the City, and (3) we reasonably believe we will be able to diligently serve both the City on the Matter, and the other client on the different matter. The City further agrees that our representation of the City on the Matter will not disqualify us from continuing our representation of any financial institutions including undertaking the closing of new loans for existing or new clients, and that the City will waive any right to disqualify the Firm or otherwise object to such representation now or in the future.

In addition to the legal work the Firm provides to our clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm who have engaged us to perform such services ("Government Relations Services"). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before the Ohio General Assembly, and before various federal, state and local legislative or regulatory bodies or officials. Such services may include, but are not limited to seeking the enactment, repeal or amendment of various laws, regulations or ordinances. In connection with the Government Relations Services we provide, we may be engaged to advocate a position on issues that are adverse to the City's interests.

By executing this engagement letter, the Firm and the City acknowledge that the City is not engaging the Firm to provide Government Relations Services, and our work for the City in the Matter will not disqualify the Firm from providing Government Affairs Services to other clients, even when the interests of the client for whom we are providing Government Affairs Services are adverse to the City's interests. To the extent that such Government Relations Services present an actual or prospective legal conflict of interest, by executing this engagement letter, the City is agreeing to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

We specifically reserve the right to withdraw from representation if we feel that we cannot properly represent the interests of the City. Likewise, should we at any time during the representation, even after the conflicts check, determine that representation of the interests of the

October 4, 2021

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City would conflict with our previous representation and/or previous relationship with other clients relative to the Matter, we reserve the right, after discussion with the City, and at our sole discretion, to withdraw from representation of the interests of the City, or refer that particular matter out to other counsel to handle.

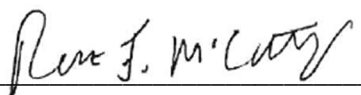
If the foregoing terms of this representation are acceptable to you, please so indicate by returning the enclosed copy of this letter signed by an appropriate officer, retaining the original for your files. If you have questions or concerns during the course of the representation, please do not hesitate to contact me at (614) 227-2308, (614) 560-4050 or at [rmccarthy@bricker.com](mailto:rmccarthy@bricker.com). We look forward to working with you.

Very truly yours,

AGREED:

BRICKER & ECKLER LLP

CITY OF HURON, OHIO

By:   
Robert F. McCarthy

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 73-2021  
**DATE:** October 12, 2021

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### **Subject Matter/Background**

In connection to the recent grant award from ODNR for construction of a fish cleaning station (Resolution No. 62-2021 adopted on September 14, 2021), this contract authorizes OHM Advisors to complete the necessary design work in order to finalize plans and bid the project.

To date, OHM has completed 30% plans, which includes a site plan, basic utility layout, and high-level site investigation. The next phase includes more in-depth topographic analysis, full-scale utility design and coordination with utility providers, architectural modeling of the facility, and a bid package inclusive of this information.

The proposed fee of just under \$37,000 is 7.5% of the anticipated project cost, which is below the threshold established within the City's service agreement with OHM.

### **Financial Review**

At a prior meeting, Council approved acceptance of a \$500,000 grant from ODNR to construct a fish cleaning station near the Huron boat ramp. Design, construction, and inspection costs related to the fish cleaning station can be drawn down from the \$500,000 grant. OHM's design cost in this resolution will be paid using ODNR's grant out of the Capital Improvement Fund (Fund 401). The City requested immediate draw down of the \$500,000 and should receive the grant prior to making any payments on this project.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement, a motion adopting Resolution 73-2021 is in order.

[Resolution No. 73-2021.doc](#)

[Resolution No. 73-2021 Exhibit A.pdf](#)

**RESOLUTION NO. 73-2021**

Introduced by Christine Crawford

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR ENGINEERING DESIGN AND CONSTRUCTION DOCUMENTS FOR THE FISH CLEANING STATION PROJECT IN AN AMOUNT NOT TO EXCEED THIRTY-SIX THOUSAND EIGHT HUNDRED FIFTY-SIX AND 00/100 DOLLARS (\$36,856.00)**

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

**SECTION 1.** That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with OHM Advisors for engineering design and construction documents relating to the Fish Cleaning Station Project in an amount not to exceed Thirty-Six Thousand Eight Hundred Fifty-Six and 00/100 Dollars (\$36,856.00), which agreement shall be in substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

---

Sam Artino, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_



October 5, 2021

City of Huron  
Attn: Matthew Lasko, City Manager  
417 Main Street  
Huron, OH 44839

**RE: Fish Cleaning Facility Design & Construction Documents  
Proposal #21242**

Dear Mr. Lasko:

Thank you for the opportunity for us to continue working with the City of Huron (Huron, Client). OHM Advisors (OHM, Consultant) offers this letter proposal, for the new Ohio Department of Natural Resources (ODNR) Fish Cleaning Facility, located in the City of Huron. Based on our discussion of the proposed scope, this proposal represents our understanding of the project, with work plan, schedule, and cost of services.

### **Project Understanding**

Design a new Fish Cleaning Facility, as noted on the attached Exhibit 'A', Huron Fish Cleaning Facility Site Concept, and as follows:

- Station to include steel shade structure with the following elements:
  - Enclosed with decorative fence and potential wall feature.
  - (2) stainless steel fish cleaning stations, with integrated grinder pumps.
  - Pedestrian walks connecting parking areas / restroom building to new facility.
  - Connect new facility utilities to existing utilizes (water, sanitary, storm). Gas is not anticipated to be required.
  - Facility electrical and lighting.
  - Facility water sources for equipment and facility wash down.

### **Work Plan**

We will complete the tasks listed below to complete the design, permitting, bidding, and construction documents, and the construction observation for the new fish cleaning facility.

#### Task #1: Permitting, bidding, and construction documents

- Create bid and construction document set that will detail the requirements for permits and construction of the project. The documents will illustrate and describe the scope, relationships, forms, sizes, quantities, finishes, and appearance by means of plans, elevations, sections and construction details including specifications that identify major materials and systems to identify quality and quantity levels.
- The drawings will include:
  - Demolition Plans
  - Utility Plans
  - Layout and Materials Plans
  - Grading & Drainage Plans
  - Foundation and Shade Structure Plans.

Task	Fee
Task #1: Construction and Bidding Documents	\$ 36,856
Task #2: Construction Administration - TBD	TBD
<b>Total Hourly Not to Exceed Fee:</b>	<b>\$ 36,856</b>



### Additional Clarifications and Assumptions

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

- Any services not listed above are not included in this proposal. Additional services, as requested by the City of Huron, will be billed on an hourly rate basis per the Attachment B, or we will provide an additional services proposal, if requested.
- Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Work Plan, shall be considered additional services, and will be billed on an hourly basis in accordance with Attachment B.
- All deliverables will be submitted electronically.
- Owner-directed changes to the design that are departures from the design direction or scope of work and require rework of information completed in previous submissions will be cause for request for additional services.
- Force Majeure: In the event either party is delayed or prevented from performing this Agreement due to any cause beyond its reasonable control, including but not limited to, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, pandemics, or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed. In the event any such delay continues for a period of more than thirty (30) days, either party may terminate the Agreement upon written notice to the other party. In the event of any such termination, The Owner shall pay OHM for work performed through the effective date of termination.

### Authorization

If you find this proposal to be acceptable, please provide OHM authorization to proceed by signing on the signature line below and returning a copy of the signed proposal.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days. If you have any questions or comments, please contact me at [Jeremy.hinte@ohm-advisors.com](mailto:Jeremy.hinte@ohm-advisors.com) or 216-339-7412.

Sincerely,

OHM Advisors

Authorization to Proceed:  
The City of Huron

Jeremy Hinte, PLA, ASLA Project Manager  
[Jeremy.hinte@ohm-advisors.com](mailto:Jeremy.hinte@ohm-advisors.com)  
C: 216.339.7412

Signature

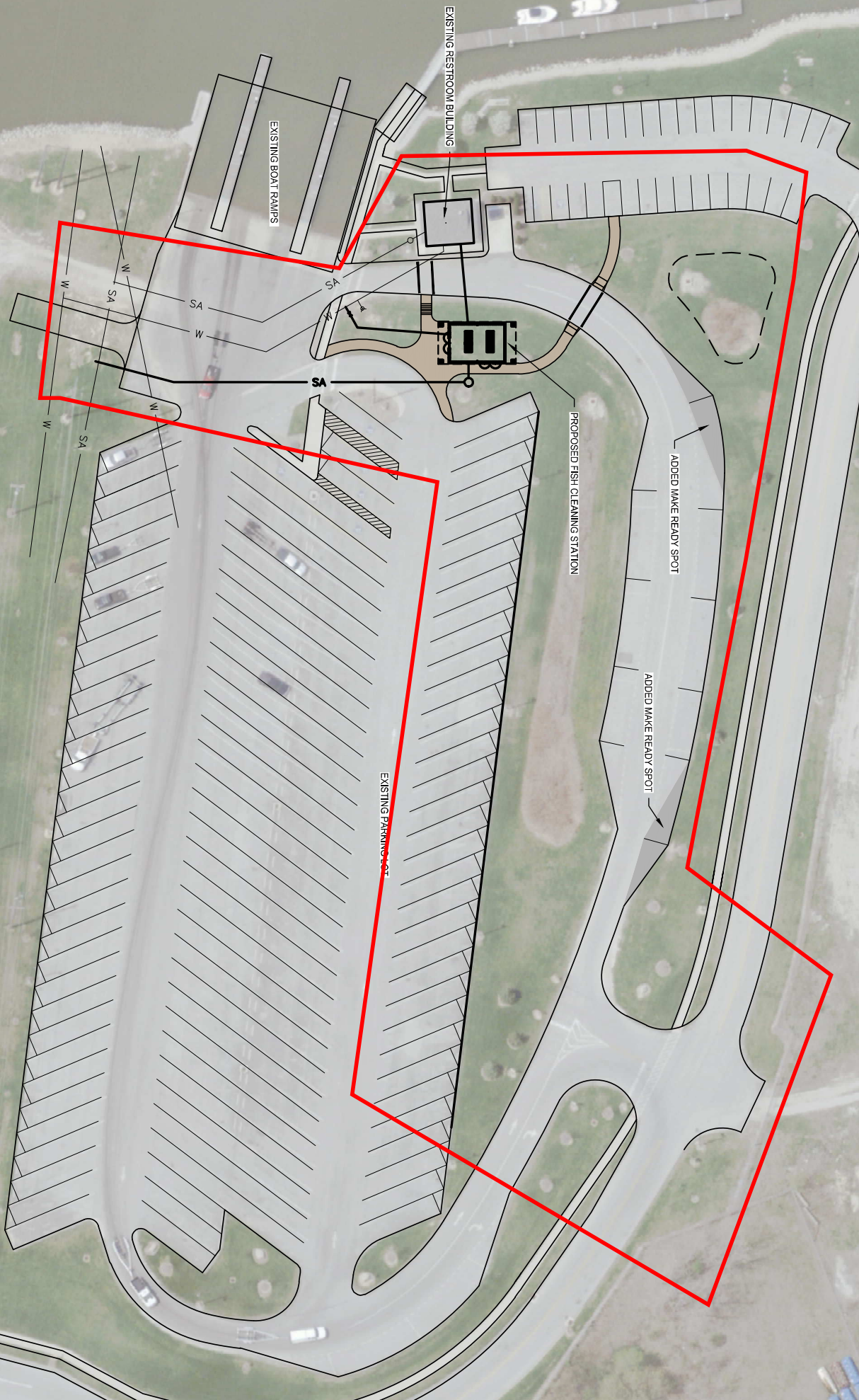
Date

Russ Critelli, PE, PMP, Manager of Cleveland  
[Russ.Critelli@ohm-advisors.com](mailto:Russ.Critelli@ohm-advisors.com)  
C: 216.704.4025

Printed Name

Title

Exhibit 'A' Project Limits



## OHM ADVISORS 2021 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$183.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$165.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$150.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$140.00
Project Specialist II	\$158.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$138.00
Graduate Engineer II	\$130.00
Graduate Engineer I	\$123.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$132.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$112.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$100.00
Technician IV	\$140.00
Technician III	\$120.00
Technician II	\$103.00
Technician I	\$83.00
Engineering / Architectural / Interior Design Aide	\$65.00
Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$115.00
Surveyor III	\$117.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
Planner IV	\$160.00
Planner III	\$140.00
Planner II	\$118.00
Planner I	\$100.00
Planner Aide	\$65.00
Graphic Designer	\$110.00
Administrative Support	\$70.00
Clerical Aide	\$60.00
Principal	\$210.00
Sr. Associate	\$195.00
Associate	\$185.00