



**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 13, 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 access, 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** Approval of Minutes from the Regular Council Meeting of June 8, 2021
  - III.b** Approval of Minutes from the Regular Council Meeting of June 22, 2021
- IV. Presentation by National Society Sons of the American Revolution (SAR) and the Local Chapter - Firelands Bicentennial.**
- V. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- VI. Old Business**
- VII. New Business**
  - VII.a** Ordinance No. 2021-22  
An ordinance amending the Traffic Control Map and Traffic Control File regarding parking allowed on the north side of Cove Circle.
  - VII.b** Ordinance No. 2021-23  
An ordinance amending the Traffic Control Map and Traffic Control File to limit allowable time for the parking spaces located on the south side of Standard Street between Williams Street and Main Street.
  - VII.c** Ordinance No. 2021-24  
An ordinance amending the Traffic Control Map and Traffic Control File designating Berlin Road as a "No Thru Trucks" zone.

**VII.d Ordinance No. 2021-25**

An ordinance amending various identified ordinances contained in Part 3 - Traffic Code of the Codified Ordinance pertaining to, and regulating the use and operation of, electric scooters ("e-scooters") in the City of Huron.

**VII.e Ordinance No. 2021-26**

An ordinance amending the Administrative Code to recognize Juneteenth as a Federal paid holiday.

**VII.f Resolution No. 40-2021**

A resolution authorizing the City Manager to accept Change Orders Nos. 2 and 3 from Smith Paving and Excavating relating to the US Route 6 Paving Project.

**VII.g Resolution No. 41-2021**

A resolution authorizing the City Manager to enter into an agreement with OHM Advisors for the provision of inspection services related to the Berlin Road Watermain Replacement Project.

**VII.h Resolution No. 42-2021**

A resolution authorizing an Annexation Agreement between the City of Huron and Huron Township.

**VIII. City Manager's Discussion**

**IX. Mayor's Discussion**

**X. For the Good of the Order**

**XI. Executive Session(s)**

**XII. Adjournment**



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Ordinance No. 2021-22  
**DATE:** July 13, 2021

---

### **Subject Matter/Background**

This ordinance will amend the Traffic Control Map and Traffic Control file to allow parking on the north side of Cove Circle. This matter was discussed at the Safety Committee meeting on June 15, 2021, resulting in the Committee's recommendation to allow parking as requested. Parking is not allowed at all on Cove Circle at this time. If this ordinance is adopted, parking would still be prohibited on the south side of Cove Circle, as well as in the cul-de-sac. A map of the area is attached to the ordinance.

### **Financial Review**

### **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 Ordinance 2021-22 is in order.

[Ordinance No. 2021-22.docx](#)

[Cove Circle Parking Map.pdf](#)

**ORDINANCE NO. 2021-22**

Introduced by Monty Tapp

**AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 305.01, TRAFFIC CONTROL MAP, AND CODIFIED ORDINANCE SECTION 305.02, TRAFFIC CONTROL FILE, REGARDING PARKING ALLOWED ON NORTH SIDE OF COVE CIRCLE, AND DECLARING AN EMERGENCY.**

**WHEREAS**, there is currently no parking allowed on Cove Circle, and

**WHEREAS**, in order to ensure safety of the public, it is advisable to remove the no parking signage on the north side of Cove Circle, a residential street.

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

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

**Parking on the north side of Cove Circle shall hereinafter be permitted in the area set forth in Exhibit “A” attached hereto.**

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

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

**Section 4:** That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Ohio R.C. 121.22.

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

---

Sam Artino, Mayor

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

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



**Yellow:** No-parking for fire hydrant

**Green:** Proposed area allowed for parking

**Red:** No Parking permitted



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Ordinance No. 2021-23  
**DATE:** July 13, 2021

---

### **Subject Matter/Background**

The City has received several comments from small business owners on Main Street that the parking spaces on Standard Street are being taken during all business hours by employees of several other businesses in the area, resulting in no parking available for customers. This matter was discussed in detail by the Safety Committee at their meeting on June 15th, with the unanimous recommendation of the Committee to limit parking in the spaces located on the south side of Standard street as follows:

On-street parking shall be limited to four (4)-hour parking from 7:00am to 2:00am, Monday through Friday. Overnight parking during those days is not permitted. There are no time nor overnight restrictions proposed. In addition, the parking spaces will be lined, with elimination of the space closest to Main Street due to line of sight issues.

Lastly, while the utilization of this parking lot is being discussed, the administration is exploring a broader parking and transportation plan for all of South Main St. as prioritized in the early drafts of the updated master plan update.

### **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 Ordinance 2021-23 is in order.

[Ordinance No. 2021-23.docx](#)

**ORDINANCE NO. 2021-23**

Introduced by Christine Crawford

**AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 305.01, TRAFFIC CONTROL MAP, AND CODIFIED ORDINANCE SECTION 305.02, TRAFFIC CONTROL FILE, REGARDING PARKING TIME LIMITATIONS FOR PARKING SPACES LOCATED ON THE SOUTH SIDE OF STANDARD STREET BETWEEN WILLIAMS STREET AND MAIN STREET, AND DECLARING AN EMERGENCY.**

**WHEREAS**, in order to ensure safety of the public, it is advisable to restrict the hours for the parking spaces located on the south side of Standard Street between Williams Street and Main Street.

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

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

**On-street parking in the parking spaces located on the south side of Standard Street between Williams Street and Main Street shall be limited as follows Monday through Friday: four (4) hour parking from 7:00am to 2:00am, and no overnight parking.**

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

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

**Section 4:** That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Ohio R.C. 121.22.

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

---

Sam Artino, Mayor

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

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



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Ordinance No. 2021-24  
**DATE:** July 13, 2021

---

### **Subject Matter/Background**

The City received a request from a concerned citizen to place No Thru Trucks signs on Berlin Road to prohibit through traffic from US Route 6 south to the City limits. This matter was discussed in detail by the Safety Committee at their meeting on June 15th, with the unanimous recommendation of the Committee to place signage on Berlin Road to prohibit through truck traffic on Berlin Road from Cleveland Road (US Route 6) south to the City limits.

### **Financial Review**

The City's Street Maintenance Fund (Fund 212) has sufficient funds to purchase "No Thru Trucks" signs on Berlin Rd.

### **Legal Review**

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

### **Recommendation**

If Council is in approval, a motion adopting Ordinance 2021-24 is in order.

[Ordinance No. 2021-24.docx](#)



**ORDINANCE NO. 2021-24**

Introduced by Christine Crawford

**AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 305.01, TRAFFIC CONTROL MAP, AND CODIFIED ORDINANCE SECTION 305.02, TRAFFIC CONTROL FILE, REGARDING POSTED NO THRU TRUCKS ON BERLIN ROAD, AND DECLARING AN EMERGENCY.**

**WHEREAS**, in order to ensure safety of the public, it is necessary to prohibit through truck traffic on Berlin Road.

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

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

**Through truck traffic is prohibited on Berlin Road from Cleveland Road south to the City Limits.**

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

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

**Section 4:** That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Ohio R.C. 121.22.

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

---

Sam Artino, Mayor

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

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



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Ordinance No. 2021-25  
**DATE:** July 13, 2021

---

### **Subject Matter/Background**

This ordinance amends Part 3 - Traffic Code of the Codified Ordinance to regulate the use and operation of electric scooter ("e-scooters") within the City limits. The proposed revisions include:

- Provides a detailed definition of what is considered to be an e-scooter;
- Allows for the use of e-scooters on shared-use paths, streets, and dedicated bike lanes;
- Requires signal of intention to turn, unless in a designated turn lane or handles re needed for safe operation;
- E-scooters may not be driven on sidewalks;
- A ticket, citation or summons may be issued for violations;
- Prohibits carrying package(s) that may hinder ability to control the e-scooter;
- Prohibits attaching an e-scooter to a vehicle;
- May not ride more than two abreast in a single lane;
- Lights and reflectors are required;
- Must ride as near to the right side of the roadway as practicable and adhere to all traffic rules.
- Must not endanger the safety of pedestrians or drivers;
- Must not park e-scooter on sidewalk that interferes with pedestrian traffic.

### **Financial Review**

There is no financial impact related to the adoption of this ordinance.

### **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 Ordinance No. 2021-25 as an emergency measure is in order.

[Ordinance No. 2021-25.doc](#)

**ORDINANCE NO. 2021-25**

Introduced by Mark Claus

**AN ORDINANCE AMENDING CODIFIED ORDINANCES IDENTIFIED HEREIN AND CONTAINED IN PART THREE-TRAFFIC CODE OF THE CODIFIED ORDINANCES PERTAINING TO, AND REGULATING THE USE AND OPERATION OF, ELECTRIC SCOOTERS (“E-SCOOTERS”) IN THE CITY OF HURON AND DECLARING AN EMERGENCY**

**WHEREAS**, the use of e-scooters within the City is permitted and the City, by and through its Safety Committee, has recommended amendments and modifications to various Codified Ordinances to ensure the ongoing preservation of the public peace, health, and safety of the community; and

**WHEREAS**, Council desires to ensure relevant Sections of the Codified Ordinances are modified to ensure the ongoing preservation of the public peace, health and safety of the community relating to the use and operation of e-scooters in the City.

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

**SECTION 1.** That the title of Section 301.04 be eliminated in its entirety and replaced with the following:

**“301.04 BICYCLE; MOTORIZED BICYCLE; MOPED; ELECTRIC BICYCLE; E-SCOOTER.”**

**SECTION 2.** That a new Section 301.04(d) be added to the Codified Ordinances, which shall state as follows:

“(d) “E-scooter” means an electric scooter consisting of a long steering handle connected to a footboard that is mounted on two wheels and is propelled by an electric motor (or another type of motor), designed such that the rider of an e-scooter is able to keep both feet on the footboard while traveling. An “e-scooter” shall not be considered a “motor scooter,” “motorcycle,” or “non-motorized scooter” (propelled or drawn by muscular power only) as may be defined in these Ordinances or in the Ohio Revised Code.”

**SECTION 3.** That a new sentence be added to the end of Section 301.19, which sentence shall state:

“A “motorcycle” shall not be considered an e-scooter as defined in Section 301.04.”

**SECTION 4.** That the existing provisions contained in Section 301.20 shall be eliminated in its entirety and replaced with the following:

**“301.20 MOTOR VEHICLE.**

"Motor vehicle" means every vehicle propelled or drawn by power other than muscular power, except motorized bicycles, electric bicycles, e-scooters, road rollers, traction engines,

power shovels, power cranes and other equipment used in construction work and not designed for or employed in general highway transportation, hole-digging machinery, well-drilling machinery, ditch-digging machinery, farm machinery, and trailers designed and used exclusively to transport a boat between a place of storage and a marina, or in and around a marina, when drawn or towed on a street or highway for a distance of no more than ten miles and at a speed of twenty-five miles per hour or less. (ORC 4511.01(B)).”

**SECTION 5.** That the existing provisions contained in Section 301.361 shall be eliminated in its entirety and replaced with the following:

**“301.361 SHARED-USE PATH.**

“Shared-use path” means a bikeway outside the traveled way and physically separate from motorized vehicular traffic by an open space or barrier and either within the highway right-of-way or within an independent alignment. A shared-use path also may be used by pedestrians, including skaters, joggers, users of manual and motorized wheelchairs, e-scooters, and other authorized motorized and non-motorized users. A shared-use path does not include any trail that is intended to be used primarily for mountain biking, hiking, equestrian use, or other similar uses, or any other single track or natural surface trail that has historically been reserved for nonmotorized use. (ORC 4511.01(PPP)).”

**SECTION 6.** That the existing provisions contained in Section 301.51 shall be eliminated in its entirety and replaced with the following:

**“ 301.51 VEHICLE.**

"Vehicle" means every device, including a motorized bicycle, an electric bicycle, and an e-scooter, in, upon or by which any person or property may be transported or drawn upon a street or highway, except that “vehicle” does not include any motorized wheelchair, any electric personal assistive mobility device, or any device, other than a bicycle, that is moved by human power. (ORC 4511.01(A)).”

**SECTION 7.** That the existing provisions contained in Section 303.06(a)(2) shall be eliminated in its entirety and replaced with the following:

“(2) Occupy any space within the limits of the right of way of a freeway, with: an animal-drawn vehicle; a ridden or led animal; herded animals; a pushcart; a bicycle, except on a facility that is separated from the roadway and shoulders of the freeway and is designed and appropriately marked for bicycle use; an electric bicycle; a bicycle with motor attached; an e-scooter; a motor driven cycle with a motor which produces not to exceed five brake horsepower; an agricultural tractor; farm machinery; except in the performance of public works or official duties.”

**SECTION 8.** That a new sentence be added to the end of Section 311.03, which sentence shall state:

“An e-scooter is not considered a toy vehicle for purposes of this Section.”

**SECTION 9.** That the existing provisions contained in this first two full paragraphs of Section 331.14(a) shall be eliminated in their entirety and replaced with the following:

“(a) No person shall turn a vehicle or move right or left upon a highway unless and until such person has exercised due care to ascertain that the movement can be made with reasonable safety nor without giving an appropriate signal in the manner hereinafter provided.

When required, a signal of intention to turn or move right or left shall be given continuously during not less than the last 100 feet traveled by the vehicle before turning, except that in the case of a person operating a bicycle, electric bicycle, or e-scooter, the signal shall be made not less than one time but is not required to be continuous. A bicycle, electric bicycle, or e-scooter operator is not required to make a signal if the bicycle, electric bicycle, or e-scooter is in a designated turn lane, and a signal shall not be given when the operator’s hands are needed for the safe operation of the bicycle, electric bicycle, or e-scooter.”

**SECTION 10.** That the existing provisions contained in Section 331.15(b) shall be eliminated in their entirety and replaced with the following:

“(b) As an alternative to subsection (a)(2) hereof, a person operating a bicycle, electric bicycle, or e-scooter may give a right turn signal by extending the right hand and arm horizontally and to the right side of the bicycle, electric bicycle, or e-scooter.”

**SECTION 11.** That the existing provisions contained in Section 331.37(a) shall be eliminated in its entirety and replaced with the following:

“(a) No person shall drive any vehicle (including, but not limited to, an e-scooter), other than a bicycle or an electric bicycle if the motor is not engaged, upon a sidewalk or sidewalk area except upon a permanent or duly authorized temporary driveway. This Section is intended to supersede ORC 4511.514(A)(1) pertaining to the use of low-speed micromobility devices on sidewalks. (ORC 4511.711).”

**SECTION 12.** That a new sentence be added to the end of Section 331.44(a), which sentence shall state:

“However, a person may operate an e-scooter on any path set aside for the exclusive use of bicycles.”

**SECTION 13.** That the existing provisions contained in Section 373.01 shall be eliminated in its entirety and replaced with the following:

**“373.01 CODE APPLICATION TO BICYCLES.**

(a) The provisions of this Traffic Code that are applicable to bicycles, electric bicycles, and e-scooters apply whenever a bicycle, electric bicycle, or e-scooter is operated upon any street or upon any shared-use path or path set aside for the exclusive use of bicycles.

(b) Except as provided in subsection (d) of this section, a bicycle operator, electric bicycle, or e-scooter operator who violates any section of this Traffic Code described in subsection (a) of this section that is applicable to bicycles, electric bicycles, or e-scooters may be

issued a ticket, citation or summons by a law enforcement officer for the violation in the same manner as the operator of a motor vehicle would be cited for the same violation. A person who commits any such violation while operating a bicycle, electric bicycle, or e-scooter shall not have any points assessed against the person's driver's license, commercial driver's license, temporary instruction permit, or probationary license under Ohio R.C. 4510.036.

(c) Except as provided in subsection (d) of this section, in the case of a violation of any section of this Traffic Code described in subsection (a) of this section by a bicycle operator, electric bicycle operator, e-scooter operator, motor vehicle or vehicle operator when the trier of fact finds that the violation by the bicycle operator, electric bicycle operator, e-scooter operator, motor vehicle or vehicle operator endangered the lives of bicycle riders, electric bicycle riders, or e-scooter riders at the time of the violation, the court, notwithstanding any provision of this Traffic Code to the contrary, may require the bicycle operator, electric bicycle operator, e-scooter operator, motor vehicle or vehicle operator to take and successfully complete a bicycling skills course approved by the court in addition to or in lieu of any penalty otherwise prescribed by the Traffic Code for that violation.

(d) Subsections (b) and (c) of this section do not apply to violations of Section 333.01 of this Traffic Code. (ORC 4511.52)

(e) The provisions of this Traffic Code shall apply to bicycles, electric bicycles, and e-scooters except those which by their nature are not applicable.”

**SECTION 14.** That the existing provisions contained in Section 373.02(f) and (g) shall be eliminated in their entirety and replaced with the following:

“(f) No person operating a bicycle, electric bicycle, or e-scooter shall carry any package, bundle or article that prevents the driver from keeping at least one hand upon the handlebars.

(g) No bicycle, electric bicycle, e-scooter, or motorcycle shall be used to carry more persons at one time than the number for which it is designed and equipped. No motorcycle shall be operated on a highway when the handlebars rise higher than the shoulders of the operator when the operator is seated in the operator's seat or saddle.”

**SECTION 15.** That the existing provisions contained in Section 373.03(a) shall be eliminated in its entirety and replaced with the following:

“(a) No person riding upon any motorcycle, bicycle, electric bicycle, e-scooter, coaster, roller skates, sled, skateboard or toy vehicle shall attach the same or self to any vehicle upon a roadway.

No operator shall knowingly permit any person riding upon any motorcycle, bicycle, electric bicycle, e-scooter, coaster, roller skates, sled, skateboard, or toy vehicle to attach the same or self to any vehicle while it is moving upon a roadway. This section does not apply to the towing of a disabled vehicle.”

**SECTION 16.** That the title to Section 373.04, and provisions in Section 373.04(a), shall be eliminated in their entirety and replaced with the following:

**“373.04 RIDING BICYCLES, E-SCOOTERS, AND MOTORCYCLES  
ABREAST.**

(a) Persons riding bicycles, electric bicycles, e-scooters, or motorcycles upon a roadway shall ride not more than two abreast in a single lane, except on paths or parts of roadways set aside for the exclusive use of bicycles, electric bicycles, e-scooters, or motorcycles.”

**SECTION 17.** That the title to Section 373.05, and provisions in Section 373.05(a), shall be eliminated in their entirety and replaced with the following:

**“373.05 SIGNAL DEVICE ON BICYCLE, E-SCOOTERS.**

(a) A bicycle, electric bicycle, or e-scooter may be equipped with a device capable of giving an audible signal, except that a bicycle, electric bicycle, or e-scooter shall not be equipped with, nor shall any person use upon a bicycle, electric bicycle, or e-scooter any siren or whistle.”

**SECTION 18.** That the title of Section 373.06 and the existing provisions contained in Section 373.06 shall be eliminated in its entirety and replaced with the following:

**“373.06 LIGHTS AND REFLECTOR ON BICYCLE, E-SCOOTER;  
BRAKES.**

(a) Every bicycle, electric bicycle, or e-scooter when in use at the times specified in Section 337.02, shall be equipped with the following:

(1) A lamp mounted on the front of either the bicycle, electric bicycle, or e-scooter or the operator that shall emit a white light visible from a distance of at least five hundred feet to the front; and three hundred feet to the sides. A generator-powered lamp that emits light only when the bicycle, electric bicycle, or e-scooter is moving may be used to meet this requirement.

(2) A red reflector on the rear that shall be visible from all distances from one hundred feet to six hundred feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle.

(3) A lamp emitting either flashing or steady red light visible from a distance of five hundred feet to the rear shall be used in addition to the red reflector; If the red lamp performs as a reflector in that it is visible as specified in subsection (a)(2) of this section, the red lamp may serve as the reflector and a separate reflector is not required.

(b) Additional lamps and reflectors may be used in addition to those required under subsection (a) of this section, except that red lamps and red reflectors shall not be used on the front of the bicycle, electric bicycle, or e-scooter and white lamps and white reflectors shall not be used on the rear of the bicycle, electric bicycle, or e-scooter.

(c) Every bicycle, electric bicycle, or e-scooter shall be equipped with an adequate brake when used on a street or highway.

(d) Except as otherwise provided in this subsection, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

(ORC 4511.56).”

**SECTION 19.** That the title to Section 373.07, and provisions in Section 373.07(a) and (b), shall be eliminated in their entirety and replaced with the following:

**“373.07 RIDING BICYCLE, E-SCOOTER ON RIGHT SIDE OF  
ROADWAY; OBEDIENCE TO TRAFFIC RULES; PASSING.**

(a) Every person operating a bicycle, electric bicycle, or e-scooter upon a roadway shall ride as near to the right side of the roadway as practicable obeying all traffic rules applicable to vehicles and exercising due care when passing a standing vehicle or one proceeding in the same direction.

(b) This section does not require a person operating a bicycle, electric bicycle, or e-scooter to ride at the edge of the roadway when it is unreasonable or unsafe to do so. Conditions that may require riding away from the edge of the roadway include when necessary to avoid fixed or moving objects, parked or moving vehicles, surface hazards, or if it otherwise is unsafe or impracticable to do so, including if the lane is too narrow for the bicycle, electric bicycle, or e-scooter and an overtaking vehicle to travel safely side by side within the lane.”

**SECTION 20.** That the existing provisions contained in Section 373.08(a) shall be eliminated in its entirety and replaced with the following:

- “(a) No person shall operate a bicycle, electric bicycle, or e-scooter:
- (1) Without due regard for the safety and rights of pedestrians and drivers and occupants of all other vehicles, and so as to endanger the life, limb, or property of any person while in the lawful use of the streets or sidewalks or any other public or private property;
  - (2) Without exercising reasonable and ordinary control over such bicycle, electric bicycle, or e-scooter;
  - (3) In a weaving or zigzag course unless such irregular course is necessary for safe operation in compliance with law;
  - (4) Without both hands upon the handle grips except when necessary to give the required hand and arm signals, or as provided in Section 373.02(d);
  - (5) At a speed greater than is reasonable and prudent under the conditions then existing.”

**SECTION 21.** That the existing provisions contained in Section 373.09(a) shall be eliminated in its entirety and replaced with the following:

“(a) No person shall park a bicycle, electric bicycle, or e-scooter upon a sidewalk in such a manner so as to unduly interfere with pedestrian traffic or upon a roadway so as to unduly interfere with vehicular traffic.”

**SECTION 22.** 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 23.** That this Ordinance is hereby declared to be an emergency measure, necessary for the public health, safety and welfare and for the further reason that the safety of residents, visitors, and travelling public are of prime importance and, therefore, emergency passage is necessary for the immediate preservation of public peace, health, safety, and public welfare, particularly in light of ongoing “e-scooter” operations within the City. **WHEREFORE,** in accordance with 3.06 of the Charter of the City of Huron, Ohio, the ordinance shall be in full force and effect immediately following its adoption.

---

Sam Artino, Mayor

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

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



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Ordinance No. 2021-26  
**DATE:** July 13, 2021

---

### **Subject Matter/Background**

On June 17, 2021, President Biden signed into law a bill recognizing June 19th, known as "Juneteenth", as a Federal holiday. The City of Huron currently recognizes all Federal holidays, as set forth in Section 163.04 of the Codified Ordinances and, therefore, desires to permanently recognize Juneteenth as a paid holiday for all full-time salaried employees.

Due to the timing of the President signing the bill into law, the City was unable to recognize the holiday on June 19th. For 2021, the City will recognize the holiday on July 19th.

### **Financial Review**

This will not impact the 2021 budget for non-union employees. The overtime and holiday budget for union employees may be impacted, but only minimally.

### **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 Ordinance 2021-26 is in order.

[Ordinance No. 2021-26.docx](#)

**ORDINANCE NO. 2021-26**

Introduced by Trey Hardy

**AN ORDINANCE RECOGNIZING JUNETEENTH AS A HOLIDAY AND DECLARING AN EMERGENCY.**

WHEREAS, on June 17, 2021, the President of the United States signed into law a bill recognizing June 19th, known as “Juneteenth” as a recognized Federal holiday; and

WHEREAS, the City of Huron currently recognizes all Federal holidays, as set forth in Section 163.04 of the Codified Ordinances; and

WHEREAS, Section 1.48 of the Ohio Revised Code allows for an ordinance to be made retrospective in its operation if expressly provided for therein; and

WHEREAS, the City desires to permanently recognize Juneteenth as a paid holiday for all full-time salaried employees; and

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

Section 1: That Section 163.04(a) of the Codified Ordinances of the City of Huron, Ohio, WHICH CURRENTLY READS AS FOLLOWS: (refer to attached Exhibit A), shall be and hereby is repealed.

Section 2: That Section 163.04(a) of the Codified Ordinances of the City of Huron, Ohio, is hereby amended to read as follows: (refer to attached Exhibit B).

Section 3: That for the calendar year 2021, Juneteenth is hereby retroactively declared a paid holiday.

Section 4: That it is 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 of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5: That this Ordinance is hereby declared to be an emergency measure, the emergency being for the preservation of public health, safety and welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after passage and approval by the Mayor.

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

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

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

## **EXHIBIT A**

### **163.04 PAID HOLIDAYS**

(a) There shall be nine paid holidays for full-time salaried employees. These holidays shall be New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day. In addition, there shall be three one-half day paid holidays, these being one-half day before Christmas Day, one-half day before New Year's Day and one-half day on Good Friday afternoon. If it shall be necessary to work any or all of these days the employee may substitute working days at the discretion of the department head or City Manager.

Beginning for the calendar year 1989 and thereafter, all full-time salaried employees shall also receive Martin Luther King Day as an additional paid holiday.

(Ord. 1988-8. Passed 2-8-88.)

## **EXHIBIT B**

### **163.04 PAID HOLIDAYS**

(a) There shall be eleven paid holidays for full-time salaried employees. These holidays shall be New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day. In addition, there shall be three one-half day paid holidays, these being one-half day before Christmas Day, one-half day before New Year's Day and one-half day on Good Friday afternoon. If it shall be necessary to work any or all of these days the employee may substitute working days at the discretion of the department head or City Manager.  
(Ord. 2021-\_\_\_\_. Passed \_\_\_\_\_-2021.)



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 40-2021  
**DATE:** July 13, 2021

---

### **Subject Matter/Background**

Resolution 40-2021 authorizes the City Manager to accept Change Order No. 2 and Change Order No. 3 from Smith Paving and Excavating relating the US Route 6 Paving Project.

Original Bid Award: \$2,598,617.70  
Change Order No. 1: 55,341.63  
Change Order No. 2: 91,289.27  
Change Order No. 3: 26,045.02

**Total Project Cost: \$2,771,293.62**

### **Financial Review**

In 2019, the City issued approximately \$2 million in General Obligation Bonds for phase 1 of the US6 Paving Project, in addition to receiving approximately \$600,000 from the State and Federal Government. Change orders are not eligible for grant funding through the State and Federal Government; therefore, financing of Change Orders 2 and 3, totaling \$117,334.29, will come from the General Fund. The City is planning to issue treasury bonds (or manuscript debt) to finance the change orders. Treasury bonds allow the City to use fund balances from other funds to pay for the one time expense. The receiving fund (in this case, Fund 401) will pay back the bonds over a period of time, with interest. Legislation will be presented to Council at a later date and more details will be provided at that time. The Finance Committee will also review this financing strategy at the August 9th meeting.

### **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 40-2021 is in order.

[Resolution No. 40-2021.doc](#)  
[Resolution No. 40-2021 Exhibit A.pdf](#)  
[Resolution No. 40-2021 Exhibit B.pdf](#)

**RESOLUTION NO. 40-2021**

Introduced by Joel Hagy

**A RESOLUTION AMENDING RESOLUTION 2020-19, ADOPTED MARCH 10, 2020, AUTHORIZING THE CITY MANAGER TO ACCEPT CHANGE ORDERS NOS. 2 AND 3 FROM SMITH PAVING AND EXCAVATING FOR LABOR AND MATERIALS RELATED TO EXPANSION OF THE US ROUTE 6 PAVING PROJECT NO. ERI-6-17.49 IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED THIRTY-FOUR AND 29/100 DOLLARS (\$117,334.29).**

**WHEREAS**, Council adopted Resolution 2020-19 on March 10, 2020 awarding the bid to Smith Paving and Excavating for labor and materials related to the US Route 6 Paving Project No. ERI-6-17.49 in the amount of Two Million Five Hundred Ninety-Eight Thousand Six Hundred Seventeen and 70/100 (\$2,598,617.70); and

**WHEREAS**, Council adopted Resolution 2020-65 on October 13, 2020 authorizing the City Manager to accept Change Order No. 1 from Smith Paving and Excavating in an amount not to exceed Fifty-Five Thousand Three Hundred Forty-One and 63/100 Dollars (\$55,341.63).

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

**SECTION 1.** The City Manager shall be, and he hereby is, authorized and directed to accept Change Orders Nos. 2 and 3 from Smith Paving to reflect the additional labor and materials related to expansion of the US Route 6 Paving Project No. ERI-6-17.49, in increased amounts not to exceed Ninety-One Thousand Two Hundred Eighty-Nine and 27/100 Dollars (\$91,289.27) and Twenty-Six Thousand Forty-Five and 02/100 Dollars (\$26,045.02), respectively, for a combined amount not to exceed One Hundred Seventeen Thousand Three Hundred Thirty-Four and 29/100 Dollars (\$117,334.29). Change Orders Nos. 2 and 3 shall be in substantially the form of Exhibits "A" and "B" attached hereto and make 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: \_\_\_\_\_



# CTL Engineering, Inc.

## Change Order Details

City of Huron ERI-6-17.49

---

<b>Description</b>	Resurfacing of U.S. 6 from Williams Street to the Eastern City limits. Included in this project is curbing, decorative crosswalks, sidewalks, upgraded ADA facilities, upgrade signal at Main Street, and remove signal at Berlin Rd.
<b>Prime Contractor</b>	SMITH PAVING & EXCAVATING INC
<b>Change Order</b>	2
<b>Status</b>	Pending
<b>Date Created</b>	04/14/2021
<b>Type</b>	01 NORMAL DIFFERENCE BETWEEN PLAN AND THE ACTUAL QUANTITIES
<b>Summary</b>	Quantity adjustments to final
<b>Change Order Description</b>	<p>This change order performs adjustments to bid Line No.'s that were necessary to complete the work according to the intent of the plans and specifications and in order to meet existing field conditions. In addition, there were several other issues that resulted in quantity adjustments in order to complete the work and meet the intent of the plans. These are as follows:</p> <p>During curb and pavement removal operations, it was discovered that severe pavement deterioration existed at the existing pavement joint approximately 2.5 feet from the face of curb. This was an old pavement widening joint that was crumbling once exposed and would require removal in order to install the plan asphalt pavement courses. This increased quantities for pavement removal and 9" concrete base.</p> <p>Additional signing was also added in order to accommodate changes made by the City of Huron to incorporate bike lanes from Williams Street to approximately Berlin Avenue. Additional flat sheet signing and posts were required for this change.</p> <p>These quantity changes contained on this change order did not delay the Final Completion of the project, since the ultimate cause of delay to the Final Project completion will be the approval of the final traffic control plans containing the bike lane additions. This is dependent on the approval of a final pavement marking and traffic control plan by ODOT. Addition final pavement marking quantities will also be needed to accommodate this change and an additional change order will be processed once the final traffic control plan has been approved.</p>
<b>Awarded Project Amount</b>	\$2,598,617.70
<b>Authorized Project Amount</b>	\$2,653,959.33
<b>Change Order Amount</b>	\$91,289.27

---



Revised Project Amount      \$2,745,248.60

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0001	202E23000	SY	\$39.000	1,685.000	\$65,715.00	782.580	\$30,520.62	2,467.580	\$96,235.62
PAVEMENT REMOVED									
			Funding Details						
			01/SAF/OT	1,087.000	\$42,393.00	0.000	\$0.00	1,087.000	\$42,393.00
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			03/NHS/PV/HUR	598.000	\$23,322.00	782.580	\$30,520.62	1,380.580	\$53,842.62
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0002	202E30000	SF	\$1.650	21,350.000	\$35,227.50	639.880	\$1,055.80	21,989.880	\$36,283.30
WALK REMOVED									
			Funding Details						
			01/SAF/OT	2,370.000	\$3,910.50	0.000	\$0.00	2,370.000	\$3,910.50
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			03/NHS/PV/HUR	18,980.000	\$31,317.00	639.880	\$1,055.80	19,619.880	\$32,372.80
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0007	202E58100	EACH	\$40.000	22.000	\$880.00	1.000	\$40.00	23.000	\$920.00
CATCH BASIN REMOVED									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
			01/SAF/OT	3.000	\$120.00	0.000	\$0.00	3.000	\$120.00	
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
			03/NHS/PV/HUR	19.000	\$760.00	1.000	\$40.00	20.000	\$800.00	
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00	
0008	203E10000	CY	\$48.600	60.000	\$2,916.00	65.560	\$3,186.22	125.560	\$6,102.22	
EXCAVATION				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	60.000	\$2,916.00	65.560	\$3,186.22	125.560	\$6,102.22
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0009	203E20000	CY	\$35.000	510.000	\$17,850.00	200.390	\$7,013.65	710.390	\$24,863.65	
EMBANKMENT				Funding Details						
				01/SAF/OT	77.000	\$2,695.00	0.000	\$0.00	77.000	\$2,695.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	433.000	\$15,155.00	200.390	\$7,013.65	633.390	\$22,168.65
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0010	204E10000	SY	\$1.000	1,813.000	\$1,813.00	571.870	\$571.87	2,384.870	\$2,384.87	
SUBGRADE COMPACTION										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				01/SAF/OT	436.000	\$436.00	0.000	\$0.00	436.000	\$436.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	1,377.000	\$1,377.00	571.870	\$571.87	1,948.870	\$1,948.87
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0011	608E10001	SF	\$4.250	32,940.000	\$139,995.00	220.440	\$936.87	33,160.440	\$140,931.87	
4" CONCRETE WALK, AS PER PLAN				Funding Details						
				01/SAF/OT	4,918.000	\$20,901.50	0.000	\$0.00	4,918.000	\$20,901.50
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	28,022.000	\$119,093.50	220.440	\$936.87	28,242.440	\$120,030.37
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0012	608E52000	SF	\$10.250	1,520.000	\$15,580.00	1,299.140	\$13,316.19	2,819.140	\$28,896.19	
CURB RAMP				Funding Details						
				01/SAF/OT	617.000	\$6,324.25	0.000	\$0.00	617.000	\$6,324.25
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	903.000	\$9,255.75	1,299.140	\$13,316.19	2,202.140	\$22,571.94
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0101	659E00300	CY	\$45.000	450.000	\$20,250.00	148.870	\$6,699.15	598.870	\$26,949.15	
TOPSOIL										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	450.000	\$20,250.00	148.870	\$6,699.15	598.870	\$26,949.15
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0102	659E10000	SY	\$1.800	4,000.000	\$7,200.00	1,401.080	\$2,521.94	5,401.080	\$9,721.94	
SEEDING AND MULCHING				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	4,000.000	\$7,200.00	1,401.080	\$2,521.94	5,401.080	\$9,721.94
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				0106	832E30000	EACH	\$1.000	10,000.000	\$10,000.00	-5,000.000
EROSION CONTROL				Funding Details						
				01/SAF/OT	10,000.000	\$10,000.00	-5,000.000	-\$5,000.00	5,000.000	\$5,000.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				0201	605E06000	FT	\$5.750	6,584.000	\$37,858.00	-1,068.000
4" BASE PIPE UNDERDRAINS										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				01/SAF/OT	1,206.000	\$6,934.50	0.000	\$0.00	1,206.000	\$6,934.50
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	5,378.000	\$30,923.50	-1,068.000	-\$6,141.00	4,310.000	\$24,782.50
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0202	611E00900	FT	\$42.000	20.000	\$840.00	-14.000	-\$588.00	6.000	\$252.00	
6" CONDUIT, TYPE B										
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	20.000	\$840.00	-14.000	-\$588.00	6.000	\$252.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0205	611E07400	FT	\$76.500	4.000	\$306.00	2.200	\$168.30	6.200	\$474.30	
18" CONDUIT, TYPE B										
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	4.000	\$306.00	2.200	\$168.30	6.200	\$474.30
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0207	611E52402	FT	\$154.000	700.000	\$107,800.00	-2.000	-\$308.00	698.000	\$107,492.00	
22" X 34" CONDUIT, TYBE B, 706.04										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				01/SAF/OT	308.000	\$47,432.00	0.000	\$0.00	308.000	\$47,432.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	392.000	\$60,368.00	-2.000	-\$308.00	390.000	\$60,060.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0208	611E98150	EACH	\$3,525.000	15.000	\$52,875.00	1.000	\$3,525.00	16.000	\$56,400.00	
CATCH BASIN, NO. 3				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	15.000	\$52,875.00	1.000	\$3,525.00	16.000	\$56,400.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0210	611E98180	EACH	\$2,465.000	2.000	\$4,930.00	1.000	\$2,465.00	3.000	\$7,395.00	
CATCH BASIN, NO. 3A				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	2.000	\$4,930.00	1.000	\$2,465.00	3.000	\$7,395.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0211	611E98370	EACH	\$2,250.000	1.000	\$2,250.00	1.000	\$2,250.00	2.000	\$4,500.00	
CATCH BASIN, NO. 6										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	1.000	\$2,250.00	1.000	\$2,250.00	2.000	\$4,500.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0212	611E98630	EACH	\$725.000	14.000	\$10,150.00	1.000	\$725.00	15.000	\$10,875.00	
CATCH BASIN ADJUSTED TO GRADE										
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	14.000	\$10,150.00	1.000	\$725.00	15.000	\$10,875.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0215	611E99820	LB	\$1.800	3,000.000	\$5,400.00	4,164.000	\$7,495.20	7,164.000	\$12,895.20	
SPECIAL - MISCELLANEOUS METAL										
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	3,000.000	\$5,400.00	4,164.000	\$7,495.20	7,164.000	\$12,895.20
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0302	254E01000	SY	\$1.450	45,900.000	\$66,555.00	2,438.540	\$3,535.88	48,338.540	\$70,090.88	
PAVEMENT PLANING, ASPHALT CONCRETE										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				01/SAF/OT	5,615.000	\$8,141.75	0.000	\$0.00	5,615.000	\$8,141.75
				02/NHS/PV/HUR	40,285.000	\$58,413.25	2,438.540	\$3,535.88	42,723.540	\$61,949.13
				03/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0305	305E13010	SY	\$51.500	1,120.000	\$57,680.00	125.280	\$6,451.92	1,245.280	\$64,131.92	
9" CONCRETE BASE, CLASS QC 1P				Funding Details						
				01/SAF/OT	367.000	\$18,900.50	0.000	\$0.00	367.000	\$18,900.50
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	753.000	\$38,779.50	125.280	\$6,451.92	878.280	\$45,231.42
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0306	407E20000	GAL	\$2.250	2,790.000	\$6,277.50	137.940	\$310.37	2,927.940	\$6,587.87	
NON-TRACKING TACK COAT (0.06 GAL/SY FOR SURFACE COURSE)				Funding Details						
				01/SAF/OT	318.000	\$715.50	0.000	\$0.00	318.000	\$715.50
				02/NHS/PV/HUR	2,472.000	\$5,562.00	137.940	\$310.37	2,609.940	\$5,872.37
				03/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0307	407E13900	GAL	\$2.850	2,815.000	\$8,022.75	368.860	\$1,051.25	3,183.860	\$9,074.00	
TACK COAT, 702.13 (0.07 GAL/SY FOR INTERMEDIATE COURSE)										



Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
				Funding Details					
				01/SAF/OT	269.000	\$766.65	0.000	\$0.00	269.000 \$766.65
				02/NHS/PV/HUR	2,546.000	\$7,256.10	368.860	\$1,051.25	2,914.860 \$8,307.35
				03/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000 \$0.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000 \$0.00
0309	441E50400	CY	\$550.000	4.000	\$2,200.00	3.590	\$1,974.50	7.590	\$4,174.50
ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), (DRIVEWAYS)									
				Funding Details					
				01/SAF/OT	4.000	\$2,200.00	3.590	\$1,974.50	7.590 \$4,174.50
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000 \$0.00
				03/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000 \$0.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000 \$0.00
0310	442E00201	CY	\$163.000	1,600.000	\$260,800.00	1.900	\$309.70	1,601.900	\$261,109.70
ASPHALT CONCRETE SURFACE COURSE, 9.5 MM, TYPE A (446), AS PER PLAN, (PG 64-22)									
				Funding Details					
				01/SAF/OT	182.000	\$29,666.00	0.000	\$0.00	182.000 \$29,666.00
				02/NHS/PV/HUR	1,418.000	\$231,134.00	1.900	\$309.70	1,419.900 \$231,443.70
				03/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000 \$0.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000 \$0.00
0312	452E10051	SY	\$85.000	117.000	\$9,945.00	51.020	\$4,336.70	168.020	\$14,281.70
6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC MS, AS PER PLAN									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
				Funding Details					
			01/SAF/OT	117.000	\$9,945.00	51.020	\$4,336.70	168.020	\$14,281.70
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			03/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0313	452E12051	SY	\$105.000	794.000	\$83,370.00	225.190	\$23,644.95	1,019.190	\$107,014.95
8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC MS, AS PER PLAN									
				Funding Details					
			01/SAF/OT	794.000	\$83,370.00	225.190	\$23,644.95	1,019.190	\$107,014.95
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			03/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0314	452E14022	SY	\$120.000	570.000	\$68,400.00	-43.000	-\$5,160.00	527.000	\$63,240.00
10.5" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P WITH QC/QA									
				Funding Details					
			01/SAF/OT	164.000	\$19,680.00	0.000	\$0.00	164.000	\$19,680.00
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			03/NHS/PV/HUR	406.000	\$48,720.00	-43.000	-\$5,160.00	363.000	\$43,560.00
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0315	609E16000	FT	\$8.500	1,955.000	\$16,617.50	-1,955.000	-\$16,617.50	0.000	\$0.00
CURB, TYPE 2-B									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				01/SAF/OT	1,056.000	\$8,976.00	-1,056.000	-\$8,976.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	899.000	\$7,641.50	-899.000	-\$7,641.50	0.000	\$0.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0316	609E26000	FT	\$10.500	6,440.000	\$67,620.00	2,636.000	\$27,678.00	9,076.000	\$95,298.00	
CURB, TYPE 6										
				Funding Details						
				01/SAF/OT	303.000	\$3,181.50	0.000	\$0.00	303.000	\$3,181.50
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	6,137.000	\$64,438.50	2,636.000	\$27,678.00	8,773.000	\$92,116.50
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0317	609E54000	SY	\$93.000	420.000	\$39,060.00	-117.000	-\$10,881.00	303.000	\$28,179.00	
6" CONCRETE TRAFFIC ISLAND										
				Funding Details						
				01/SAF/OT	420.000	\$39,060.00	-117.000	-\$10,881.00	303.000	\$28,179.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0651	630E02100	FT	\$6.100	120.000	\$732.00	97.000	\$591.70	217.000	\$1,323.70	
GROUND MOUNTED SUPPORT, NO. 2 POST										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				01/SAF/OT	80.000	\$488.00	0.000	\$0.00	80.000	\$488.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	40.000	\$244.00	97.000	\$591.70	137.000	\$835.70
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0652	630E03100	FT	\$6.750	30.000	\$202.50	479.500	\$3,236.63	509.500	\$3,439.13	
GROUND MOUNTED SUPPORT, NO. 3 POST										
				Funding Details						
				01/SAF/OT	30.000	\$202.50	479.500	\$3,236.63	509.500	\$3,439.13
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0655	630E80100	SF	\$16.750	55.000	\$921.25	297.840	\$4,988.82	352.840	\$5,910.07	
SIGN, FLAT SHEET										
				Funding Details						
				01/SAF/OT	42.000	\$703.50	0.000	\$0.00	42.000	\$703.50
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	13.000	\$217.75	297.840	\$4,988.82	310.840	\$5,206.57
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0656	630E84900	EACH	\$34.950	9.000	\$314.55	7.000	\$244.65	16.000	\$559.20	
REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
				Funding Details					
			01/SAF/OT	3.000	\$104.85	0.000	\$0.00	3.000	\$104.85
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			03/NHS/PV/HUR	6.000	\$209.70	7.000	\$244.65	13.000	\$454.35
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0657	630E85100	EACH	\$65.800	6.000	\$394.80	12.000	\$789.60	18.000	\$1,184.40
REMOVAL OF GROUND MOUNTED SIGN AND REERECTION									
				Funding Details					
			01/SAF/OT	3.000	\$197.40	0.000	\$0.00	3.000	\$197.40
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			03/NHS/PV/HUR	3.000	\$197.40	12.000	\$789.60	15.000	\$987.00
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0658	630E86002	EACH	\$39.500	10.000	\$395.00	12.000	\$474.00	22.000	\$869.00
REMOVAL OR GROUND MOUNTED POST SUPPORT AND DISPOSAL									
				Funding Details					
			01/SAF/OT	5.000	\$197.50	0.000	\$0.00	5.000	\$197.50
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			03/NHS/PV/HUR	5.000	\$197.50	12.000	\$474.00	17.000	\$671.50
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0672	625E25500	FT	\$23.500	140.000	\$3,290.00	32.000	\$752.00	172.000	\$4,042.00
CONDUIT, 3", 725.04									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	140.000	\$3,290.00	32.000	\$752.00	172.000	\$4,042.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0673	625E25600	FT	\$32.000	425.000	\$13,600.00	26.500	\$848.00	451.500	\$14,448.00	
CONDUIT, 4", 725.04										
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	425.000	\$13,600.00	26.500	\$848.00	451.500	\$14,448.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0674	625E29000	FT	\$13.000	255.000	\$3,315.00	114.500	\$1,488.50	369.500	\$4,803.50	
TRENCH										
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	255.000	\$3,315.00	114.500	\$1,488.50	369.500	\$4,803.50
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0675	625E29500	FT	\$32.000	266.000	\$8,512.00	16.000	\$512.00	282.000	\$9,024.00	
TRENCH IN PAVED AREA, TYPE A										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	266.000	\$8,512.00	16.000	\$512.00	282.000	\$9,024.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0685	632E40500	FT	\$2.500	2,570.000	\$6,425.00	70.000	\$175.00	2,640.000	\$6,600.00	
SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG										
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	2,570.000	\$6,425.00	70.000	\$175.00	2,640.000	\$6,600.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0686	632E40700	FT	\$2.700	1,140.000	\$3,078.00	128.000	\$345.60	1,268.000	\$3,423.60	
SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG										
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	1,140.000	\$3,078.00	128.000	\$345.60	1,268.000	\$3,423.60
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0689	632E65200	FT	\$1.200	1,250.000	\$1,500.00	22.000	\$26.40	1,272.000	\$1,526.40	
LOOP DETECTOR LEAD-IN-CABLE										

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	1,250.000	\$1,500.00	22.000	\$26.40	1,272.000	\$1,526.40
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0725	519E11101	SF	\$50.000	250.000	\$12,500.00	80.250	\$4,012.50	330.250	\$16,512.50	
PATCHING CONCRETE STRUCTURE, AS PER PLAN										
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				04/BRO/BR/HUR	250.000	\$12,500.00	80.250	\$4,012.50	330.250	\$16,512.50
0756	614E21000	MILE	\$800.000	3.260	\$2,608.00	0.500	\$400.00	3.760	\$3,008.00	
WORK ZONE CENTER LINE, CLASS I										
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	3.260	\$2,608.00	0.500	\$400.00	3.760	\$3,008.00
				03/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0770	614E40050	EACH	\$265.000	5.000	\$1,325.00	-5.000	-\$1,325.00	0.000	\$0.00	
BUSINESS ENTRANCE SIGN										



Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
			01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			02/NHS/PV/HUR	5.000	\$1,325.00	-5.000	-\$1,325.00	0.000	\$0.00
			03/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0771	616E10000	MGAL	\$10.000	50.000	\$500.00	-50.000	-\$500.00	0.000	\$0.00
WATER									
			Funding Details						
			01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			02/NHS/PV/HUR	50.000	\$500.00	-50.000	-\$500.00	0.000	\$0.00
			03/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1001	202E30000	SF	\$1.650	2,418.000	\$3,989.70	-2,418.000	-\$3,989.70	0.000	\$0.00
WALK REMOVED									
			Funding Details						
			01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			03/NHS/PV/HUR	2,418.000	\$3,989.70	-2,418.000	-\$3,989.70	0.000	\$0.00
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1002	255E10161	SY	\$133.000	80.000	\$10,640.00	-78.000	-\$10,374.00	2.000	\$266.00
FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS QC MS, AS PER PLAN									


Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
				Funding Details					
			01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			03/NHS/PV/HUR	80.000	\$10,640.00	-78.000	-\$10,374.00	2.000	\$266.00
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1003	407E13900	GAL	\$3.500	2.000	\$7.00	-2.000	-\$7.00	0.000	\$0.00
TACK COAT, 702.13 (0.07 GAL/SY FOR INTERMEDIATE COURSE)									
				Funding Details					
			01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			03/NHS/PV/HUR	2.000	\$7.00	-2.000	-\$7.00	0.000	\$0.00
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1004	442E00201	CY	\$550.000	2.000	\$1,100.00	-2.000	-\$1,100.00	0.000	\$0.00
ASPHALT CONCRETE SURFACE COURSE, 9.5 MM, TYPE A (446), AS PER PLAN, (PG 64-22)									
				Funding Details					
			01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			03/NHS/PV/HUR	2.000	\$1,100.00	-2.000	-\$1,100.00	0.000	\$0.00
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1007	625E30706	EACH	\$900.000	17.000	\$15,300.00	1.000	\$900.00	18.000	\$16,200.00
PULL BOX, 725.08, 24"									


Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
			01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			03/NHS/PV/HUR	17.000	\$15,300.00	1.000	\$900.00	18.000	\$16,200.00
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1008	608E52000	SF	\$10.250	730.000	\$7,482.50	-730.000	-\$7,482.50	0.000	\$0.00
CURB RAMP									
			Funding Details						
			01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			03/NHS/PV/HUR	730.000	\$7,482.50	-730.000	-\$7,482.50	0.000	\$0.00
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1009	608E10001	SF	\$4.250	2,418.000	\$10,276.50	-2,418.000	-\$10,276.50	0.000	\$0.00
4" CONCRETE WALK, AS PER PLAN									
			Funding Details						
			01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
			03/NHS/PV/HUR	2,418.000	\$10,276.50	-2,418.000	-\$10,276.50	0.000	\$0.00
			04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1010	659E00300	CY	\$45.000	50.000	\$2,250.00	-50.000	-\$2,250.00	0.000	\$0.00
TOPSOIL									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	50.000	\$2,250.00	-50.000	-\$2,250.00	0.000	\$0.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1015	452E10051	SY	\$85.000	33.000	\$2,805.00	-33.000	-\$2,805.00	0.000	\$0.00	
6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC MS, AS PER PLAN										
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	33.000	\$2,805.00	-33.000	-\$2,805.00	0.000	\$0.00
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1060	611E98634	EACH	\$1,508.330	1.000	\$1,508.33	3.000	\$4,524.99	4.000	\$6,033.32	
CATCH BASIN RECONSTRUCTED TO GRADE:										
				Funding Details						
				01/SAF/OT	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				03/NHS/PV/HUR	1.000	\$1,508.33	3.000	\$4,524.99	4.000	\$6,033.32
				04/BRO/BR/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
59 items	Totals			\$1,341,355.38		\$91,289.27		\$1,432,644.65		

## Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
01/SAF/OT	\$436,351.10	\$539,625.00	\$8,335.78	\$547,960.78
02/NHS/PV/HUR	\$766,698.60	\$748,548.60	\$3,782.20	\$752,330.80
03/NHS/PV/HUR	\$1,383,068.00	\$1,353,285.73	\$75,158.79	\$1,428,444.52
04/BRO/BR/HUR	\$12,500.00	\$12,500.00	\$4,012.50	\$16,512.50
4 fund packages	\$2,598,617.70	\$2,653,959.33	\$91,289.27	\$2,745,248.60


4/16/2021  
 Gregory R. Kronstain, P.E. - CTL Engineering, Inc. Date


4/19/21  
 Maddie Rospert - Smith Paving and Excavating, Inc. Date

\_\_\_\_\_  
 Matthew Lasko - City of Huron Date



# CTL Engineering, Inc.

## Change Order Details

City of Huron ERI-6-17.49

---

<b>Description</b>	Resurfacing of U.S. 6 from Williams Street to the Eastern City limits. Included in this project is curbing, decorative crosswalks, sidewalks, upgraded ADA facilities, upgrade signal at Main Street, and remove signal at Berlin Rd.
<b>Prime Contractor</b>	SMITH PAVING & EXCAVATING INC
<b>Change Order</b>	3
<b>Status</b>	Pending
<b>Date Created</b>	04/16/2021
<b>Type</b>	04 CHANGES (NON-PREVENTABLE) TO MEET FIELD CONDITIONS
<b>Summary</b>	Addition of Non-bid items of work
<b>Change Order Description</b>	<p>These non-bid items of work were needed to complete the project work in accordance with the plan intent:</p> <p>EXTRA WORK LINE ITEM 1090: Additional Survey Layout- Lighting - It is necessary to add this work to layout the light pole foundations on the project. The light pole foundations were bid in the original contract as alternate bid items. The City opted to perform this work per the contract. However, no item was included in the plans for construction layout stakes for this alternate bid work.</p> <p>The Agreed Lump Sum cost for this item was established using force account procedures based on ODOT C&amp;MS 109.05.C.9.a. (survey), for Professional and Specialized work. A third party bill was submitted by Garcia Surveyors, Inc. for \$1,395, which was added the allowable prime markup of 8% for a total cost of \$1,506.60. This work includes not only field and equipment time for the layout, but also office programming time and usage of surveying software.</p> <p>The attached and reviewed cost analysis is accurate and considered to be fair and reasonable for this work performed. This work will be paid at project participation code 03. There will be no delay to the final completion date due to this extra work since the critical path was not affected.</p> <hr/> <p>EXTRA WORK LINE ITEM 1100: <i>Lower existing CB to fit roadway cross slope</i>- This work was necessary to lower the sides of the existing catch basin at 236+95, Lt. (D1) in order to match the existing cross slope of the roadway. Approximately 4 in. of the sides of the existing basin was chipped down and patched to accommodate the new casting and grate. This work is considered above and beyond the work normally required for a catch basin adjustment.</p>

The Agreed Lump Sum cost of \$1441.34 for this item was established using force account procedures based on ODOT C&MS 109.05.C. The attached submitted and reviewed cost analysis is accurate and considered to be fair and reasonable for this work performed and includes all allowable mark-ups. This work will be paid at project participation code 03, City. There will be no delay to the final completion date due to this extra work since the critical path was not affected.

---

EXTRA WORK LINE ITEM 1110: *Additional concrete thickness- material only-* This work was necessary at certain locations due to the excessive thickness of existing asphalt. It was required to increase the proposed thickness of both 9" concrete base, and 10.5" non-reinforced concrete pavement, in order to allow tie-in's to existing concrete base with hook bolts. The top surface of concrete was poured to plan elevation (top of milled surface) per details, and the bottom elevation was lowered to increase the thickness and match up with the existing concrete base in order to allow a secure installation of hook bolts into sound concrete with adequate clearance.

The Agreed Lump Sum cost of \$3,416.80 for this item was established using force account procedures based on ODOT C&MS 109.05.C. The attached submitted and reviewed cost analysis is accurate and considered to be fair and reasonable for this work performed and includes all allowable mark-ups. This work will be paid at project participation code 03, City. There will be no delay to the final completion date due to this extra work since the critical path was not affected.

---

EXTRA WORK LINE ITEM 1120: *Manhole Abandoned – LSM material* - This work was necessary at 1146+25 ctr., on US6WB/Huron St., to abandoned the existing manhole. It was observed that this manhole had no inlet or outlet pipes, and there was no survey data showing this pipe that could be obtained from either the City of Huron or the Designer of Record, OHM Advisors. Direction was given to eliminate this manhole by removing the lid and casting and filling the void with low strength mortar (LSM). Concrete pavement was then poured over top.

The Agreed Lump Sum cost of \$505.71 for this material item was established using force account procedures based on ODOT C&MS 109.05.C. The attached submitted and reviewed cost analysis is accurate and considered to be fair and reasonable for this work performed and includes all allowable mark-ups. This work will be paid at project participation code 03, City. There will be no delay to the final completion date due to this extra work since the critical path was not affected.

---

EXTRA WORK LINE ITEM 1130: *Pipe removal and replacement-* This work was necessary at D2 (p.45), 256+00Lt. Per request of the City, the contractor uncovered the clogged pipe and performed some investigatory excavation and determined that the pipe run ended and outlet into the old sanitary trench area. In order to have an outlet for the CB D-2, direction was given by the City of Huron to drain the outlet into a french drain within the sanitary trench. A bedding of stone was placed under a vertical 12" pipe, the outlet was connected with a T fitting then a 12" cleanout continues to just below topsoil level in case the city ever needs to maintain this pipe. No other reasonable solutions existed.

The Agreed Lump Sum cost of \$4,192.19 for this item was established using force account procedures based on ODOT C&MS 109.05.C. The attached submitted and reviewed cost analysis is accurate and considered to be fair and reasonable for this work performed and includes all allowable mark-ups. This work will be paid at project participation code 03, City. There will be no delay to the final completion date due to this extra work since the critical path was not affected.

---

EXTRA WORK LINE ITEM 1140: *Set new manhole and catch basin-* This work was necessary at D4 and D5, (p.42), 244+47Rt., to remove and replace both the existing MH and CB, at the end of the 22x34 elliptical pipe run. D5 and D4 existing structures were built sharing a wall. To remove D5 also required the removal of D4. No proposed MH was shown in the plans for replacement, but this was required to terminate the elliptical pipe run. Both required new structures which were fabricated in the field. Bases were poured with concrete and pipe inverts were saw cut out of the risers. Work performed on this force account included removals of both structures, associated pipe work, and construction of both structures.

The Agreed Lump Sum cost of \$6132.55 for this item was established using force account procedures based on ODOT C&MS 109.05.C. The attached submitted and reviewed cost analysis is accurate and considered to be fair and reasonable for this work performed and includes all allowable mark-ups. This work will be paid at project participation code 03, City. There will be no delay to the final completion date due to this extra work since the critical path was not affected.

---

EXTRA WORK LINE ITEM 1150: *Additional catch basin-* Berlin Rd.- This work was necessary Berlin Rd., at 2998+60. Due to the existing elevations and road profile, water was ponding at the existing pavement joint tie-in. After investigating, it was noted that there was fall from both directions, with a low point at the existing pavement joint. It was necessary to install a new catch basin to eliminate the ponding. No proposed CB was designated in the plans at this location.

The Agreed Lump Sum cost of \$3150.49 for this item was established using force account procedures based on ODOT C&MS 109.05.C. The attached submitted and reviewed cost analysis is accurate and considered to be fair and reasonable for this work performed and includes all allowable mark-ups. This work will be paid at project participation code 03, City. There will be no delay to the final completion date due to this extra work since the critical path was not affected.

---

EXTRA WORK LINE ITEM 1160: *2" Sewer line conflict-* This work was necessary at 249+60,Rt., to repair damage to an unmarked 2" sewer line that was encountered during augering of 24" light pole #32 foundation. A repair was required at this location. It was necessary to excavate, perform the repair, backfill, and continue placing the foundation. After this repair work was completed, it was required to use a 24" casing pipe for 3 ft. of the foundation, since the excavation widened the foundation diameter.

The Agreed Lump Sum cost of \$683.91 for this item was established using force account procedures based on ODOT C&MS 109.05.C. The attached submitted and reviewed cost analysis is accurate and considered to be fair and reasonable for this work performed and includes all allowable mark-ups. This work will be paid at project participation code 03, City. There will be no delay to the final completion date due to this extra work since the critical path was not affected.

---

EXTRA WORK LINE ITEM 1170: *Relocate existing mast arm signs-* This work was necessary at the proposed signal pole mast arms locations to re-install the existing mast arm signs at Cleveland and Main St. that were required for traffic control. No item was included in the plans for this work. The existing signs were re-installed using new banding and hardware, as directed.



The Agreed Lump Sum cost of \$1,924.81 for this item was established using force account procedures based on ODOT C&MS 109.05.C. The attached submitted and reviewed cost analysis is accurate and considered to be fair and reasonable for this work performed and includes all allowable mark-ups. This work will be paid at project participation code 03, City. There will be no delay to the final completion date due to this extra work since the critical path was not affected.

---

EXTRA WORK LINE ITEM 1180: *12" drain tile conflict at LP7 foundation-* This work was necessary at the proposed light pole #27 foundation after encountering a mislocated 12" existing drain tile. It was shown on the plans, but not in the exact area where the foundation was drilled. It was necessary to perform a repair prior to proceeding with the construction of the foundation. The work included additional excavation, repair of the 12" pipe, and backfilling.

The Agreed Lump Sum cost of \$1,025.22 for this item was established using force account procedures based on ODOT C&MS 109.05.C. The attached submitted and reviewed cost analysis is accurate and considered to be fair and reasonable for this work performed and includes all allowable mark-ups. This work will be paid at project participation code 03, City. There will be no delay to the final completion date due to this extra work since the critical path was not affected.

---

EXTRA WORK LINE ITEM 1190: *Pull Box Upgrade to size 17"X30"*- This work was necessary at location 1142+30RT., PB-1, @ US6 and Main Street. This is the primary pull box leading into the new controller. It was necessary to establish a non-bid item of work to upsize the pull box to accommodate the conduits specified in the plans, without reducing the integrity and strength of the pull box. The original bid item, Line No. 677, *Pull Box, 725.06, Size 4*, will be non-performed by 1 each on a subsequent change order and credited back to the project for a savings of \$850. The cost for this new item represents the labor, equipment, and material upsize necessary for installation.

The Agreed unit cost of \$2,065.40 for this item was established using negotiated price procedures based on ODOT C&MS 109.05.B.5. The attached submitted and reviewed cost analysis is accurate and considered to be fair and reasonable for this work performed and includes all allowable mark-ups. This work will be paid at project participation code 03, City. There will be no delay to the final completion date due to this extra work since the critical path was not affected.

---

All cost analysis documentation is attached to this change order.

<b>Awarded Project Amount</b>	\$2,598,617.70
<b>Authorized Project Amount</b>	\$2,653,959.33
<b>Change Order Amount</b>	\$26,045.02
<b>Revised Project Amount</b>	\$2,680,004.35

# New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
1090	990E30000	LS	1.000	\$1,506.600	\$1,506.60
AGREED LUMP SUM: Additional Survey Layout- Lighting					
Reason: needed to perform layout of Bid Alternate #1 items					
Funding Details					
		03/NHS/PV/HUR	1.000	\$1,506.600	\$1,506.60
1100	990E30000	LS	1.000	\$1,441.340	\$1,441.34
AGREED LUMP SUM: Lower existing CB to fit roadway cross slope					
Reason: existing CB was too high to drain roadway at normal cross slope-Unforeseen condition					
Funding Details					
		03/NHS/PV/HUR	1.000	\$1,441.340	\$1,441.34
1110	990E30000	LS	1.000	\$3,416.800	\$3,416.80
AGREED LUMP SUM: Additional concrete thickness- material only					
Reason: Required to meet existing field conditions					
Funding Details					
		03/NHS/PV/HUR	1.000	\$3,416.800	\$3,416.80
1120	990E30000	LS	1.000	\$505.710	\$505.71
AGREED LUMP SUM: Manhole abandoned- LSM fill					

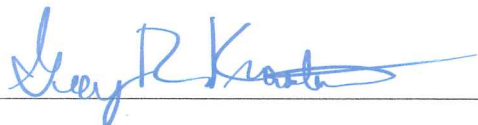
Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Reason:</b> manhole not in use					
		Funding Details			
		03/NHS/PV/HUR	1.000	\$505.710	\$505.71
1130	990E30000	LS	1.000	\$4,192.190	\$4,192.19
AGREED LUMP SUM: Pipe removal and replacement					
<b>Reason:</b> existing field conditions					
		Funding Details			
		03/NHS/PV/HUR	1.000	\$4,192.190	\$4,192.19
Section: 2 - Description					
1140	990E30000	LS	1.000	\$6,132.550	\$6,132.55
AGREED LUMP SUM: Set new manhole and catch basin, 244+47Rt.					
<b>Reason:</b> no plan item					
		Funding Details			
		03/NHS/PV/HUR	1.000	\$6,132.550	\$6,132.55
1150	990E30000	LS	1.000	\$3,150.490	\$3,150.49
AGREED LUMP SUM: Additional catch basin- Berlin Rd.					
<b>Reason:</b> Low area in pavement due to existing elevations					
		Funding Details			
		03/NHS/PV/HUR	1.000	\$3,150.490	\$3,150.49

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
1160	990E30000	LS	1.000	\$683.910	\$683.91
AGREED LUMP SUM: 2" Sewer line conflict					
<b>Reason:</b> unmarked line @ 249+60Rt.					
			Funding Details		
			03/NHS/PV/HUR	1.000	\$683.910
1170	990E30000	LS	1.000	\$1,924.810	\$1,924.81
AGREED LUMP SUM: Relocate existing mast arm signs to new mast arms					
<b>Reason:</b> No plan items.					
			Funding Details		
			03/NHS/PV/HUR	1.000	\$1,924.810
1180	990E30000	LS	1.000	\$1,025.220	\$1,025.22
AGREED LUMP SUM: 12" drain tile conflict at LP7 foundation					
<b>Reason:</b> Unmarked 12" sewer line					
			Funding Details		
			03/NHS/PV/HUR	1.000	\$1,025.220
1190	990E40000	EA	1.000	\$2,065.400	\$2,065.40
AGREED UNIT PRICE: Pull Box Upgrade to 17"X30"					
<b>Reason:</b> Capacity issue					
			Funding Details		
			03/NHS/PV/HUR	1.000	\$2,065.400

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
11 items					Total: \$26,045.02

### Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
01/SAF/OT	\$436,351.10	\$539,625.00	\$0.00	\$539,625.00
02/NHS/PV/HUR	\$766,698.60	\$748,548.60	\$0.00	\$748,548.60
03/NHS/PV/HUR	\$1,383,068.00	\$1,353,285.73	\$26,045.02	\$1,379,330.75
04/BRO/BR/HUR	\$12,500.00	\$12,500.00	\$0.00	\$12,500.00
4 fund packages	\$2,598,617.70	\$2,653,959.33	\$26,045.02	\$2,680,004.35



4/29/2021

Gregory R. Kronstain, P.E. - CTL Engineering, Inc.

Date



4/30/2021

Maddie Rospert - Smith Paving and Excavating, Inc.

Date

Matthew Lasko - City of Huron

Date



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 41-2021  
**DATE:** July 13, 2021

---

### **Financial Review**

Funding for the Berlin Road Waterline includes a low interest loan from the Ohio Water Development Authority (OWDA) and the Ohio Public Works Commission, previously approved by Council. The inspection services contract of \$86,176 follows the construction contract already approved by Council. Inspection services is covered under OWDA's loan. The project is budgeted in the Water Capital Fund (Fund 603) for the waterline portion of the project and the Capital Improvement Fund (Fund 401) for the street paving portion of the project. Both loans will be paid back out of the Water Debt Fund (Fund 602) and the Debt Retirement Fund (Fund 301).

### **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 41-2021 is in order.

[Resolution No. 41-2021.doc](#)

[Reosution No. 41-2021 Exhibit A.pdf](#)

**RESOLUTION NO. 41-2021**

Introduced by Joe Dike

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR ENGINEERING INSPECTION SERVICES RELATED TO THE BERLIN ROAD WATERMAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND ONE HUNDRED SEVENTY-SIX AND 00/100 DOLLARS (\$86,176.00)**

**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 inspection services on the Berlin Road Watermain Replacement Project in an amount not to exceed Eighty-Six Thousand One Hundred Seventy-Six and 00/100 Dollars (\$86,176.00), 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: \_\_\_\_\_



April 8, 2021

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

**RE: Inspection Services Berlin Road Watermain Replacement – Construction Services**

Location: Huron, Ohio  
Proposal # 21152

Dear Mr. Lasko:

The following scope of services, price proposal to perform Construction Services, and project schedule which represent our understanding of the subject project, based upon 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
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

Authorization to Proceed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



\_\_\_\_\_  
Russell Critelli, PE, PMP  
Principal/Manager of Cleveland  
Russ.critelli@ohm-advisors.com

**OHM Advisors®**

6001 EUCLID AVENUE, SUITE 130  
CLEVELAND OHIO 44103

T 216.865.1335  
F 330.319.8691

OHM-Advisors.com



## Scope of Services (Construction Tasks)

### **Task #175      Pre-Construction Services**

---

- The following services are included in the fee shown:
  - Obtain signatures on work agreements.
  - Pre-construction meeting
  - Coordination with Contractor, Utilities, Safety Forces, Residents, and Businesses
  - Personnel coordination and project schedule
  - Perform materials, suppliers, and shop drawing reviews and communicate revisions/approvals with contractor.
  - Review contractual items.
  - Distribution of documents/information (mtg records)

### **Task #176      Construction Services**

---

- The following services are included in the fee shown:
  - Coordination with Contractor, Utilities, Safety Forces, Residents, and Businesses
  - Prepare daily inspection reports.
  - Regular progress meetings with contractor
  - Inspection and testing services.
  - Response to RFIs (request for information) from contractor
  - Review of pay requests and recommendations for payment.
  - Negotiation of Change Orders
  - Prevailing Wage Verification
  - Coordination of Funding Reimbursements
  - Staffing will include the following:
    - Construction Inspector: On-Site during all working hours of construction
    - Field Client Representative: On-site weekly reviews with construction inspector, and Off-Site Coordination via phone with Inspector, Contractors, Owner and Construction Manager
    - Construction Manager: On-site Reviews as needed / Off-Site Coordination with Inspector, Contractors, and Owner where possible via phone to control costs.
    - Construction Engineer: Involved on an as-needed basis to facilitate field decisions and design-related issues.
    - Construction Administrative Assistant: Coordination of all documentation from pre-construction, contracts, pay requests, and close-out documents.
    - Typical Weekly Staffing for a 40-hour/week construction project is approx.:
      - Construction Inspector: 40 Hours
      - Field Client Representative 8 Hours
      - Construction Manager: 4 Hours
      - Construction Engineer: 1 Hour
      - Construction Admin: 2 Hours
  - **Total Budget Cost per 40-hour week Project = \$ 4,950**
  - 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 punch list
  - Review of As-Built Drawings
  - Maintenance Bond Coordination
  - Lien releases, payments, and final acceptance

#### **Project Schedule**

Total Project Schedule duration equals **16 weeks**.

Number of weeks is based upon the contractor's anticipated work schedule and the allowable project duration from Notice-to-Proceed to Completion Date. The estimated fee for Task #176 is based upon this data.

#### **Task #178      Additional Construction Services      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 work schedule includes work weeks exceeding 40 hours.
  - The Contractor's work process requires multiple work crews and therefore multiple inspectors on-site simultaneously.
  - 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 inspection services and request authorization/approval from the Owner to cover these costs.



## Price Proposal

#	Construction Tasks	Fee
Task #175	Pre-Construction Services	\$ 3,100
Task #176	Construction Services	\$ 79,200
Task #177	Post Construction Services	\$ 3,876
Task #178	Additional Construction Services If Authorized	\$ TBD
Grand Totals =		\$ 86,176

### Note:

- Fee shown represents **16 weeks (80 working days)** of full-time Construction Services per the Contractor's anticipated work schedule. See task #176 on prior page for itemized breakdown of weekly Construction Services costs.
- Task #176 and Task #178 (If Authorized) will be billed at the Standard Hourly Rates.

## Anticipated Project Schedule

Construction Tasks: June 2021 through October 2021

## 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 nor 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.



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 42-2021  
**DATE:** July 13, 2021

---

### **Subject Matter/Background**

The Resolution authorizes a pre-annexation agreement between the City of Huron and Huron Township spelling out the terms of conditions of the proposed annexation of the Sawmill Creek Resort. The proposed site, recently acquired by Cedar Fair, includes 9 parcels spanning over 100 acres. Once adopted by the City, the Township will consider legislation to do the same shortly thereafter. If approved, the agreements as well as a petition from the property owner are sent to the County Commissioners for final approval.

The land would be annexed under what is referred to as a Type 1 Expedited. In essence, the land "remains" within the Township and subject to all existing property tax levies. Annexation is being sought to utilize a type of Tax Increment Financing tool that can only be enacted by municipalities.

The agreement includes an initial term of 30 years. During that term, the City will retain 100% of all income tax generated on the site while the Township would collect 100% of bed tax and 100% of the Township's current property tax revenue. The City will be responsible for providing all services to the parcels being annexed, namely water and police.

A development agreement will follow that includes the financial terms and details of the service payment generated from the anticipated new development. This agreement will show the existing baseline for all taxing agencies as well as the proposed under the TIF arrangement.

### **Financial Review**

This Resolution has no specific financial impact. If approved by all parties and the site is ultimately annexed into the City, the City would begin receiving income tax and utility proceeds from the site.

Additionally, the City worked with Bricker and Eckler to provide legal guidance on this project. While this work did incur expense, the anticipated TIF proceeds would be eligible to pay for those fees, should a final agreement be approved.

### **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 42-2021 is in order.

[Resolution No. 42-2021.doc](#)

[Resolution No. 42-2021 Exhibit A.DOCX](#)

**RESOLUTION NO. 42-2021**

Introduced by Monty Tapp

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001.**

**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 enter into an agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, which agreement shall be substantially in the form of the Cleveland Road Lighting Contract on file in the office of the Clerk of Council.

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

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

---

Sam Artino, Mayor

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

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

**ANNEXATION AGREEMENT**  
**BY AND BETWEEN**  
**HURON TOWNSHIP (ERIE COUNTY), OHIO**  
**AND**  
**THE CITY OF HURON, OHIO**

**Dated as of**  
**July \_\_\_\_, 2021**

## ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made and entered into by and between the Board of Trustees of Huron Township, the legislative authority of and for Huron Township, a political subdivision duly organized and validly existing under the laws of the state of Ohio (“Township”), and the Council of the city of Huron, Ohio, the legislative authority of and for the city of Huron, Ohio, a municipal corporation duly organized and validly existing under its Charter and the Constitution and the laws of the state of Ohio (“City”) (collectively, the “Parties”).

**WHEREAS**, the Township and City are political subdivisions located adjacent and contiguous to each other within Erie County, Ohio;

**WHEREAS**, the City and Township desire to cooperate in creating and preserving jobs through commercial development and to cooperate in inducing and fostering economic development within the state of Ohio, and more particularly within the territories to which this Agreement pertains;

**WHEREAS**, the Township and City have cooperated in other matters, including but not limited to, provision of infrastructure and services to benefit citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the Parties’ respective jurisdictional areas;

**WHEREAS**, a certain landowner, Sawmill Creek LLC, has expressed a desire to pursue annexation of certain parcels located within and around the Sawmill Creek Golf Club, Resort, and Conference Center area, which parcels are listed and described in Attachment A hereto and incorporated herein (the “Annexation Parcels”) in connection with a planned redevelopment of the Annexation Parcels (the “Project”);

**WHEREAS**, in accordance with Ohio Revised Code Section 709.192 the City has agreed that upon the annexation of the Annexation Parcels to the City, the City will make certain service payments to the Township as set forth herein;

**WHEREAS**, the annexation of the Annexation Parcels will, if successful, require economic development assistance in various forms;

**WHEREAS**, the City and Township are willing to entertain reciprocal requests for economic development assistance if the annexation occurs upon terms mutually satisfactory to both Parties;

**WHEREAS**, after the annexation, if successful, the Annexation Parcels will remain in the Township and remain subject to Township property taxes, as set forth herein;

**WHEREAS**, the Parties believe that annexation of the Annexation Parcels will benefit their mutual interests if annexed to the City;

**WHEREAS**, the owner of the Annexation Parcels (the “Property Owner”) and the City are negotiating the terms of a Development Agreement (the “Development Agreement”) setting forth



the obligations of such parties with respect to the Annexation Parcels, including but not limited to the provision of infrastructure and services to the Project by the City and the Township and the provision by the City of tax increment financing under Section 5709.41 (the “TIF”) with respect to the Annexation Parcels; and

**WHEREAS**, this Agreement is authorized under the provisions of Sections 709.192 and 709.022 of the Ohio Revised Code and other applicable laws of the state of Ohio and has been approved by the respective legislative authorities of both Parties and by the Owner.

**NOW, THEREFORE**, in consideration for the mutual promises contained herein the Parties covenant and agree as follows:

## **ARTICLE 1**

### **ANNEXATION OF ANNEXATION PARCELS AND LIMITATIONS**

**Section 1.1. Designation of Annexation Parcels.** This Agreement shall apply to the annexation of the Annexation Parcels listed in Attachment A.

**Section 1.2. Annexation of Annexation Parcel.** The Township agrees and consents to the annexation of the Annexation Parcels to the City in accordance with the terms of this Agreement.

- A. **Procedure:** The Property Owner of the Annexation Parcels, at its sole expense, shall pursue and file the annexation petition, including but not limited to preparing the annexation petition, map, and legal description and paying any filing fee(s), in accordance with the provisions of the Expedited Type 1 procedures set forth in Sections 709.021 and 709.022 of the Ohio Revised Code. Any such annexation of the Annexation Parcels shall also comply with the terms of this Agreement.
- B. **Scope of Petition:** The agent for Property Owner shall process the annexation of the Annexation Parcels under one (1) annexation petition that includes all of the Annexation Parcels.
- C. **Effect of Annexation:** The City shall not, during any Term of this Agreement, seek to exclude the Township from any portion of the Annexation Parcels by conforming Township boundaries under Chapter 503 of the Ohio Revised Code or any future statute of like tenor or effect. In other words, it is the express intention and agreement of the Parties that there shall exist an overlay of the City and Township boundaries for all portions of the Annexation Parcels that will be annexed to the City under the terms of this Agreement and that, while this Agreement is in effect, the Annexation Parcels remain subject to the Township’s real property taxes not included in the tax increment financing described in Section 2.2 and, further, that after the expiration of the tax increment financing described herein, the Annexation Parcels shall remain subject to the Township’s real property taxes, during any Term of this Agreement.
- D. **Cooperative Efforts:** Upon the filing of the annexation petition for the annexation of the Annexation Parcels to the City in accordance with the terms of this

Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. Each Party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the County Commissioners. Upon the granting of the annexation petition by the County Commissioners, the City shall accept the annexation at the earliest time permitted by law, including accepting the annexation on an emergency basis.

- i. The City and the Township agree that they will communicate with each other as to any future, proposed annexation(s) from the Township to the City and attempt to reach a consensus that is mutually beneficial to both Parties, as well as to the property owner(s).

## **ARTICLE 2**

### **GOVERNMENT SERVICES AND TAXES**

**Section 2.1. Zoning of the Annexation Parcels.** The Annexation Parcels are currently zoned R-3 PUD under the Huron Township Zoning Resolution. Upon the annexation of and the acceptance by the City of the Annexation Parcels, the City intends to adopt and apply its zoning to the Annexation Parcels. The City Administration will work with the Owner to determine the zoning designation that most closely aligns with the current use of the Annexation Parcels and will expeditiously process any rezoning request/documents that may be presented to City Administration and submit to City Council for final approval, as soon as practicable following acceptance of the annexation. It is expressly understood that City Council makes the final determination on any rezoning, including the appropriate zoning designation.

**Section 2.2. Government Services.** Upon the annexation of the Annexation Parcels to the City, the Township will continue to provide all ordinary township services to the Annexation Parcels, just as the Township provides those same services to similar properties within its jurisdiction and boundaries; however, the City will be the primary first responders (police, fire, EMS) to the Annexation Parcels. Water and sewer is currently and will continue to be provided by the County; however, the City reserves the right to unilaterally provide the Annexation Parcels with any and all utilities, including but not limited to water, sewer, electric and/or broadband. In addition, the City shall provide road/street maintenance, planning, zoning, building, and engineering services to any public roadway(s) within the Annexation Parcels. There are currently within the Annexation Parcels certain private roads/streets. The City will not provide road/street maintenance services to any such private roads/streets unless and until any such private road(s)/street(s) is/are dedicated to the City and, therefore, become public road(s) and/or street(s).

Notwithstanding the provisions of this section, the City and Township agree that this Agreement shall not affect the continuation of mutual aid arrangements and agreements for fire protection currently in effect. This Section 2.2 is not intended to limit the ability of either the City and/or Township to negotiate mutual aid agreements in the future as they shall find mutually advantageous.

The City and Township recognize and agree that, within the territory subject to this Agreement, annexation of any portion of such territory that results in:

- A) An island or islands of Township Territory being located within the City and/or
- B) An island or islands of the City being located within the Township

will not be detrimental to the provision of government services or sewer or water utility services provided to residents and businesses located within such islands [which Township and City recognize as being especially true when territory annexed to the City will not be excluded from Township] and the creation of such island or islands is neither unreasonable or arbitrary and should not and will not prevent the annexation of territory to the City.

**Section 2.3 Taxes.** The City and the Township acknowledge and agree that, to aid the Township in support of its provision of vital services within the Annexation Parcels, and to provide for City services as set forth herein to the same, tax revenue from the Annexation Parcels shall be allocated as set forth below, with amounts owed to the Township constituting payments in lieu of taxes under Ohio Revised Code Section 709.192. During the Term of this Agreement:

- A. **Income Tax:** The City shall retain 100% of any City income tax revenue generated from the Annexation Parcels.
- B. **Bed Tax:** The Township shall collect and retain 100% of any bed tax generated from the Annexation Parcels.
- C. **Property Tax:** Each of the City and the Township shall retain 100% of any real property tax generated from existing real estate value within the Annexation Parcels and relating to the applicable parties' inside millage or voted levies; provided, however, that service payments made in connection with the TIF shall be made available to the City in accordance with the Development Agreement. For the avoidance of doubt, the Parties acknowledge and agree that the annexation contemplated hereunder shall not result in the removal of any existing or future Township levies with respect to the Annexation Parcels.

In other words, during the term of this Agreement:

- (i) the Township shall be entitled to receive real property tax payments relating to the Annexation Parcels that it would have received, without the Project or the annexation provided for hereunder (i.e., inside millage and voted tax levies with respect to the taxable value of the Annexation Parcels established as the base value in connection with TIF).
- (ii) the City shall be entitled to receive real property tax payments relating to the Annexation Parcels that it would have received, without the Project but with the annexation provided for hereunder (i.e., inside millage and voted tax levies with respect to the taxable value of the Annexation Parcels established as the base value in connection with the TIF).

- (iii) service payments in lieu of taxes relating to the increment value of the Annexation Parcels during the term of the TIF shall be distributed by the City in accordance with the Development Agreement.
  - (iv) any real property tax payments received after the expiration of the TIF and during the term of this Agreement shall be allocated in accordance with subsections 2.3(C)(i)(ii) hereof.
- D. Effect of Tax Abatement on Township: Except with respect to the TIF, if, during the term of this Agreement, the City with respect to any property comprising any portion of the Annexation Parcels grants any exemption, deferral, or abatement of any residential, commercial or industrial, real, personal or public utility real and personal property taxes pursuant to Sections 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.62 or 5709.88 of the Revised Code (or any future or similar statute(s) of like tenor or effect) with respect to any such property, then, beginning on January 1 thereafter, the City shall pay the Township a sum equal to the difference between (i) the tax revenue received by the Township during the previous calendar year with respect to the property on which such exemption, deferral or abatement was granted, and (ii) the tax revenue that the Township would have received during such previous year with respect to such property had such exemption, deferral or abatement not been granted by the City.
- E. The Parties agree that, during the Term of this Agreement, new taxes may be authorized by the Ohio General Assembly and some current taxes may be reduced or eliminated by the Ohio General Assembly. The Parties therefore agree to meet and discuss if any new tax(es) involving the land described in Section 1.1 arise(s) during the Term of this Agreement, or if local government or current tax forms change. The Parties also agree to negotiate in good faith to rework the financial terms of this Agreement, if necessary, to equitably divide the new or modified tax revenue in a manner consistent with the original terms of this Agreement.

Nothing in this Agreement shall be construed to require non-uniform taxation within the City or the Township, in violation of Article XII, Section 2 of the Ohio Constitution.

### ARTICLE 3

#### TERM OF AGREEMENT

**Section 3.1. Term and Renewal.** The initial term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date (the "Initial Term"). Unless one or both legislative authority(ies) of a/the Party(ies) affirmatively act(s) to terminate this Agreement within six (6) months prior to the expiration of the Initial Term or any subsequent ten (10)-year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of ten (10) years, and this Agreement shall continue to be automatically renewed thereafter for similar ten (10)-year periods at the end of each renewal period with no limit upon the number

of such renewals. The “Term” of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

Notwithstanding the foregoing, the Parties agree to meet and confer at any time within the Initial Term and/or any subsequent ten (10)-year Term if one of the Parties reasonably determines that there has been a significant change in circumstances such that the Parties should consider amending the terms of this Agreement.

## **ARTICLE 4**

### **GENERAL PROVISIONS**

**Section 4.1. Support of Agreement.** In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

During the Term(s) of this Agreement, if any proceedings or other effort is initiated or made that seeks to initiate change to the Township boundaries in order to exclude all or any portion of the Annexation Parcels from the Township, the City and the Township shall exercise their best efforts in resisting such proposed change, including, without limitation, denying any petition seeking such change; refraining from supporting such change; vigorously resisting, in both administrative and judicial forums, and with the assistance of the City’s and the Township’s respective legal counsel, any effort or action seeking such change; and otherwise undertaking such actions as may be reasonably required by either Party which will be detrimental to the success of any effort seeking such change.

**Section 4.2. Signing Other Documents.** The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

**Section 4.3. Mediation.** In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any Party filing a lawsuit. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

**Section 4.4. Default.** A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both; or the non-defaulting party may pursue such other remedies as may be available.

**Section 4.5. Character of Payments.** Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy or any other revenue by and between any Parties except as is explicitly set forth in Section 2.3. Any language within this Agreement which employs an amount of any tax to be collected as part of a calculation for determining a sum to be paid by one Party to the other Party is intended, and therefore to be interpreted, as a reasonable, practical and convenient mechanism which the Parties have agreed to use to compute, in a less controversial manner, the payments to be made by one Party to another for services and other items of value to be received by the paying Party. No payments to be made under this Agreement are intended to be a sharing of proceeds of any tax levy proscribed by Section 709.192(D) of the Ohio Revised Code.

**Section 4.6. Amendments.** This Agreement may be amended only by a writing approved by the legislative authorities of each of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

**Section 4.7. Immunities Preserved.** By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

**Section 4.8. No Personal Liability.** All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

**Section 4.9. Powers Preserved.** This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Constitution or of the Ohio Revised Code.

**Section 4.10. Beneficiaries.** This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this

Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

**Section 4.11. Agreement.** The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

**Section 4.12. Liberal Construction.** The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into annexation agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

**Section 4.13. Notices.** All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

(a) The Township at: Huron Township Board of Trustees, 1820 Bogart Road, Huron, Ohio 44839 Attention: \_\_\_\_\_, with a copy simultaneously sent or delivered to: \_\_\_\_\_.

(b) The City at: City of Huron, 417 Main Street, Huron, Ohio 44839 Attention: Matthew Lasko, City Manager, with a copy simultaneously sent or delivered to: Rob McCarthy, Bricker & Eckler LLP, 100 S. Third Street, Columbus, Ohio 43215.

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

**Section 4.14. Captions and Headings.** The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.

**Section 4.15. Counterparts.** This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

**Section 4.16. Governing Law and Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

**Section 4.17. Effective Date.** This Agreement is effective upon each Party's formal acceptance thereof by its respective legislative authority, and the Effective Date is the date on which the last Party's authorized representative/officer signs the Agreement.

**IN TESTIMONY WHEREOF**, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on the respective date(s) written below.

THE CITY OF HURON, ERIE COUNTY, OHIO

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

Its: \_\_\_\_\_

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

Approved as to form:

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

HURON TOWNSHIP, ERIE COUNTY, OHIO

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

Its: \_\_\_\_\_

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

Approved as to form:

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

ATTACHMENTS: Attachment A – Annexation Parcel Numbers/County Tax ID Numbers



## **PROPERTY OWNER'S CONSENT AND AGREEMENT**

The Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to effect the annexation contemplated herein. The Property Owner agrees to reimburse the Township for any costs incurred by the Township in connection with the annexation and the Development Agreement contemplated herein.

**SAWMILL CREEK LLC**

By: \_\_\_\_\_  
Authorized Representative  
Date: \_\_\_\_\_

## **ATTACHMENT A**

The Annexation Parcel consists of the following parcels as numbered and in the records of the County Auditor of Erie County, Ohio, and as further depicted and shown on the Annexation Parcel Map attached as Attachment B:

Parcel Numbers:

39-01076.029

39-01076.004

39-01076.000

39-01076.005

39-00553.000

39-00827.000

39-00859.000

39-00864.000

39-00864.001

## ATTACHMENT B

