



William Biddlecombe **Joe Dike** **Sam Artino** **Monty Tapp** **Mark Claus** **Matt Grieves** **Joel Hagy**
Councilmember Councilmember Councilmember Mayor Vice-Mayor Councilmember Councilmember

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, September 27, 2022 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

LIVESTREAM MEETING INFORMATION *This regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live-streamed on the City of Huron's YouTube channel. The public is free to observe and hear the discussions and deliberations of all members of City Council via the following link:*

<https://www.youtube.com/channel/UCpRAV-AnmlA6lfukQzKakQg>

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

II. Roll Call of City Council

III. Approval of Minutes

III.a Minutes of the regular Council meetings of August 30, 2022 and September 13, 2022.

IV. Presentation

Presentation by Jennifer Buch, Director of the Huron Public Library, regarding their upcoming levy renewal.

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

VI.a Ordinance No. 2022-48 (second reading) *(submitted by Stuart Hamilton)*

An ordinance authorizing the City Manager and the Service Director to enter into wholesale electric agreements with American Municipal Power for the delivery of power/electricity to Huron Public Power customers.

VI.b Ordinance No. 2022-50 (second reading) *(submitted by Stuart Hamilton)*

An ordinance amending Chapter 121 (Council) to add a new Section 121.03- Administrative Authority; repealing and amending and restating Chapter 131 (City Manager); and repealing and amending and restating Section 159.05- Normal Purchase Procedure and Section 159.06- Emergency Purchases of Chapter 159 - Division of Purchasing.

VII. New Business

VII.a Resolution No. 79-2022 *(submitted by Stuart Hamilton)*

A resolution authorizing Change Order No. 1 for electrical changes requested by the City of Huron relating to the Sawmill Parkway Reconstruction Project.

VII.b Resolution No. 80-2022 *(submitted by Jason Gibboney)*

A resolution requesting authority to submit an Ohio Public Works Commission grant/loan application relating to the South Main Street Water Main Replacement Project.

VII.c Resolution No. 81-2022 *(submitted by Matt Lasko)*

A resolution supporting the Huron Public Library's 1.5 mill renewal levy on the November 2022 ballot.

VII.d Resolution No. 82-2022 *(submitted by Stuart Hamilton)*

A resolution authorizing a Vendor Agreement with Ed Burdue & Co., LLC for abatement and demolition services at 624 Berlin Rd., Huron, OH.

VII.e Resolution No. 83-2022 *(submitted by Stuart Hamilton)*

A resolution authorizing an agreement with Bricker & Eckler, Attorneys at Law, for the provision of legal services related to Huron Public Power for the period of October 1, 2022 through September 30, 2023.

VII.f Resolution No. 84-2022 *(submitted by Stuart Hamilton)*

A resolution requesting authorization to submit an ODOT Highway Safety Improvement Program grant application relating to the Cleveland Road East Sidewalk Extension Project.

VII.g Resolution No. 85-2022 *(submitted by Stuart Hamilton)*

A resolution authorizing the expenditure of funds for the purchase of rock salt from Compass Minerals America, Inc. for calendar year 2022.

VII.h Ordinance No. 2022-49 *(submitted by Cory Swaisgood)*

A supplemental appropriations and cash transfer among funds ordinance.

VII.i Ordinance No. 2022-51 *(submitted by Stuart Hamilton)*

An ordinance approving execution of the 2022 Locust Ridge Energy Schedule with American Municipal Power, Inc.

VIII. City Manager's Discussion

IX. Mayor's Discussion

X. For the Good of the Order

XI. Executive Session(s)

XII. Adjournment



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2022-48 (second reading) *(submitted by Stuart Hamilton)*
DATE: September 27, 2022

Subject Matter/Background

The nature of electric contract purchasing is an immediate and volatile commodity. There have been times in the past where Huron Public Power has missed out on advantageous pricing due to the lack of authority to act immediately. This legislation will allow Huron Public Power to act in the best interests of its customers by locking in pricing as it arises, by authorizing the City Manager and/or Service Director (with prior City Manager approval) to enter in to agreement for contract power to distribute to our customers on behalf of the City. Council will always be kept up to date via the managers report and regularly updated on pending purchases.

Financial Review

This legislation will allow the City to obtain timely and competitive electric rates in an effort to reduce/stabilize electric costs for Huron Public Power customers.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Ordinance No. 2022-48 is in order.

[Ordinance No. 2022-48 HPP City Manager Purchase Power.doc](#)

ORDINANCE NO. 2022-48

Introduced by _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER AND THE SERVICE DIRECTOR TO ENTER INTO WHOLESALE ELECTRICITY AGREEMENTS WITH AMERICAN MUNICIPAL POWER FOR THE DELIVERY OF POWER/ELECTRICITY TO HURON PUBLIC POWER CUSTOMERS.

WHEREAS, the City of Huron, Ohio (the “City”) is a political subdivision organized and existing pursuant to the laws of the state of Ohio;

WHEREAS, the City owns and operates Huron Public Power (“HPP”), a municipal electric utility system, for the sale of electric power and associated energy for the benefit of its citizens;

WHEREAS, in order to satisfy the electric power and energy requirements of HPP and HPP’s customers, the City purchases power and energy from AMP, an Ohio non-profit corporation, or purchases power arranged by AMP;

WHEREAS, the City has executed a Master Services Agreement (“MSA”) with AMP which sets forth the general terms and conditions for the provision of power supply and other services by AMP to the City;

WHEREAS, AMP, on an ongoing basis under the terms of the MSA, will negotiate with one or more reputable and financially sound third-party power suppliers to enter into purchase power agreement(s) (“PPAs”) for the purchase of electric power and/or energy for the benefit of HPP’s electric utility customers; and

WHEREAS, City Council wishes to authorize the City Manager and Service Director to enter into agreements with AMP on an ongoing basis for the timely purchase of electric power and/or energy through PPAs between AMP and third-party power suppliers, which will result in more beneficial market-based electricity prices for HPP customers.

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

SECTION 1. That the City hereby authorizes the City Manager and Service Director to enter into agreements with AMP for the purchase of wholesale electricity for the benefit of HPP’s utility customers.

SECTION 2. That competitive bidding is not required for the City to purchase power/energy from AMP to serve HPP’s customers, and that any such competitive bidding requirements that might otherwise be applicable, are hereby waived.

SECTION 3. That City Manager and Service Director are authorized and directed to sign any certificates, statements, or other documents and instruments and to take such actions as are, in the opinion of legal counsel to the City, necessary or appropriate to consummate the

transactions contemplated by this Ordinance. The City Manager and Service Director are further authorized to take any actions on behalf of the City that are required or permitted to be taken by the City under or pursuant to this Ordinance.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with the law.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2022-50 (second reading) *(submitted by Stuart Hamilton)*
DATE: September 27, 2022

Subject Matter/Background

The City has been exploring methods and improvement across departments to enhance customer service and increase efficiency when interacting with customers, residents, contractors and business owners. This legislation aims to accomplish some of these objectives by reducing the types of transactions or requests that require Council approval. As evidenced within the proposed ordinance, requests by individuals or entities to place temporary signage in the median of State Route 6 between the walk-over bridge and Williams Street right of way will no longer require Council approval. Agreements for the reasonable and limited use and access of City property for placement of banners and signage, as set forth in Chapter 1129.06(w) can be approved or disapproved by the City Manager after internal review by the planning and zoning department to ensure the request meets the existing parameters of the signage code. In addition, individuals or entities looking to temporarily stage materials or vehicles on City property (when there is no monetary consideration) will be able to be reviewed and approved or disapproved by the City Manager. Of course, there will still be license agreements in place between the parties to ensure those entities maintain insurance and return the site to its prior condition, which will be drafted and approved by the Law Director. Please note, this ordinance does not relate to sale, purchase or lease of real estate regardless of the level of monetary consideration. In summary, we are hoping to develop more streamlined and customer-friendly processes that allow the City to conduct business more effectively and quickly.

Financial Review

The matter has been reviewed, and there is no financial impact relating to this request.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2022-50 is in order.

[Ordinance No. 2022-50 City Mgr Auth for Signs and Use of Public Property.docx](#)

[Ordinance No. 2022-50 Exhibit A Chapter 121.pdf](#)

[Ordinance No. 2022-50 Exhibit B Chapter 131.pdf](#)

[Ordinance No. 2022-50 Exhibit C Chapter 159.pdf](#)

ORDINANCE NO. 2022-50
Introduced by William Biddlecombe

AN ORDINANCE AMENDING THE CITY OF HURON CODIFIED ORDINANCES TO ADD A NEW SECTION 121.03- ADMINISTRATIVE AUTHORITY AND POWERS TO CHAPTER 121 (COUNCIL); REPEALING AND AMENDING AND RESTATING CHAPTER 131 (CITY MANAGER) IN ITS ENTIRETY; REPEALING AND AMENDING AND RESTATING SECTION 159.05– NORMAL PURCHASE PROCEDURE AND SECTION 159.06– EMERGENCY PURCHASES OF CHAPTER 159 (DIVISION OF PURCHASING); AND DECLARING AN EMERGENCY.

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

SECTION 1. That Chapter 121 (Council) of the Codified Ordinances of the City of Huron which currently reads as follows: (refer to Exhibit “A” attached), shall be and is hereby amended.

SECTION 2. That Chapter 121 (Council) of the Codified Ordinances of the City of Huron is hereby amended to add a new Section 121.03 – Administrative Authority and Powers to read as follows:

121.03 ADMINISTRATIVE AUTHORITY AND POWERS.

All members of Council and their staff shall:

- (a) Recognize the Charter role of the Mayor, Council, and City Manager, particularly in contracting, development projects, and incentives;
- (b) Support the integrity of the City's development processes and promote public trust by directing inquiries from developers related to financial assistance or land use approvals to the City Manager's Office so that they can be handled uniformly through transparent City administrative processes;
- (c) Set City funding and appropriation priorities in an open, transparent, and public manner; and
- (d) Report, without undue delay, to the City Manager, Ohio Ethics Commission, Law Director, Prosecutor, or other appropriate authority, conduct in the performance of official duties that is reasonably believed to violate the law or reasonably believed to violate any codes of conduct.

SECTION 3. That Chapter 131 (City Manager) of the Codified Ordinances of the City of Huron, which currently reads as follows: (refer to Exhibit “B” attached), shall be and is hereby repealed.

SECTION 4. That a new revised and restated Chapter 131 (City Manager) of the Codified Ordinances of the City of Huron is hereby amended and restated to read as follows:

CHAPTER 131

City Manager

131.01 Administrative authority and powers.

131.02 Performing duties of Clerk of Council.

CROSS REFERENCES

Appointment; removal - see CHTR. §4.01, 4.04

Duties - see CHTR. §4.02

Absence or disability - see CHTR. §4.03

Relation to Council - see CHTR. §4.05

Personal interest in contract - see CHTR. §5.08

City Manager exempt - see CHTR. §8.02

Community Development Director - see ADM. 155.01

Administrative Services Director - see ADM. 157.02

City Manager to act as Purchasing Agent for the City - see ADM. 159.01 et seq.

Normal Purchase Procedure - see ADM. 159.05

Emergency Purchase Procedure - see ADM. 159.06

Bond required - see ADM. 163.01

Manager to supervise urban renewal and redevelopment activities - see ADM. 191.04 et seq.

131.01 ADMINISTRATIVE AUTHORITY AND POWERS.

(a) The City Manager shall have full authority to prescribe and enforce administrative policy and procedure and to prescribe and enforce administrative rules and regulations for all departments, divisions, officers and employees of the City as the City Manager may deem necessary to the performance of the duties of the City Manager and to the efficient operation of the entire City government.

(b) The City Manager shall have full authority to prescribe the use of various forms and procedures for the conduct of the City's affairs. Further, the City Manager shall prescribe and/or approve the use of various reports and forms for the various departments, divisions, officers and employees, either regularly, or from time to time, for the City Manager's, the Mayor's or the Council's information and use.

(c) The City Manager may require the submission of regular or special reports from any department, division, office, officer or employee to be used in the administrative direction and control of the City.

(d) The City Manager shall have the power to make or delegate to department heads, rules and regulations to govern management practices.

(e) The City Manager is authorized and directed to amend and modify existing written agreements, and enter into and execute new written agreements by and on behalf of the City, without the approval of the City Council for the purposes, and subject to the limitations, set forth in Section 131.03.

(Ord. 2022-50. Passed 9-13-22.)

131.02 PERFORMING DUTIES OF CLERK OF COUNCIL.

The City Manager or the person(s) designated by the City Manager shall perform the duties of Clerk of Council during the disability or temporary absence of the Clerk. Such duties shall include those duties imposed upon the Clerk of Council by Section 2.12 of the Charter, ordinances of the City and laws of the State, and the authority to execute certificates in regard to transcripts submitted to bond counsel to obtain approving opinions for the issuance of notes and bonds of the City.

(Ord. 2022-50. Passed 9-13-22.)

131.03 CITY MANAGER ACTIVITIES

(a) The City Manager, in their capacity as chief administrative and Safety Services officer of the City, is hereby authorized and directed to take any and all actions, including executing contracts for and on behalf of the City, without the approval of the City Council, for the following purposes:

(1) Contracts for public improvements, provided that the expenditure per occurrence or series of occurrences does not exceed the amount set forth in Section 159.05(a);

(2) Contracts necessitated by emergency circumstances, as set forth in Section 159.06;

(3) License and vendor agreements for the reasonable and limited and/or incidental use and access of City property, including in and to the rights of way, provided that the access is for limited purposes and the contract does not extend beyond a period of one year;

(4) Agreements for the reasonable and limited use and access of City property for placement of banners and signage, as set forth in Chapter 1129;

(5) Agreements and/or granting permission to permit maintenance, repairs and replacements of infrastructure and/or improvements in the City right-of-way and/or on City property that pertain to then-existing easements, rights-of-way, or other conditions or encumbrances of record that grant property interests in and to City property;

(6) Undertake any and all other expenditures, transactions, and all other activities that serve to promote and permit the ongoing efficient daily operations and functions of the City that the City Manager deems to be in the best interest of the City and that, in the City Manager's discretion, may reasonably be transacted or undertaken without consent of the City Council, provided that the transaction does not exceed the amount set forth in Section 159.05(a) per occurrence or series of occurrences and the transaction will not extend beyond a period of one year provided, however, that there shall be no monetary limitations or caps for amendments to and modifications of existing written agreements, or entering into and executing new written agreements by and on behalf of the City, for power portfolio purchases pertaining to Huron Public Power and/or Huron Public Power customers due to the ever-changing, and occasionally volatile, nature of the energy markets.

(b) The City Manager shall not knowingly have any conflict of interest in violation of the Ohio Revised Code in any contract entered into as City Manager for and on behalf of the City.

(c) The City Manager is authorized to issue any and all permits or grant approvals required or permitted by then-existing Ordinances, including but not limited to permits for signage.

(Ord. 2022-50. Passed 9-13-22.)

SECTION 5. That Section 159.05– Normal Purchase Procedure and Section 159.06– Emergency Purchases of Chapter 159 (Division of Purchasing) of Chapter 159 of the Codified Ordinances of the City of Huron, which currently read as follows: (refer to Exhibit “C” attached), shall be and hereby are repealed in their entirety.

SECTION 6. That Section 159.05- Normal Purchase Procedure and Section 159.06- Emergency Purchase of Chapter 159 (Division of Purchasing) of the Codified Ordinances of the City of Huron, are hereby amended and restated to read as follows:

159.05 NORMAL PURCHASE PROCEDURE.

All purchases, other than emergency purchases or as otherwise provided in Section 159.03, shall be made in the following manner:

(a) The City Manager is authorized to amend and modify existing written agreements, and enter into and execute new written agreements by and on behalf of the City for expenditures not to exceed Twenty-Five Thousand Dollars (\$25,000.00) per occurrence or series of occurrences for any public improvement, or the purchase or lease of equipment, materials, and supplies, or to obtain professional or personal services or for any other lawful purpose, provided that a current appropriation supports such expenditure and, provided further that there shall be no monetary limitations or caps for amendments to and modifications of existing written agreements, or entering into and executing new written agreements by and on behalf of the City for power portfolio purchases pertaining to Huron Public Power and/or Huron Public Power customers due to the ever-changing, and occasionally volatile, nature of the energy markets. An expenditure exceeding Twenty-Five Thousand Dollars (\$25,000.00) per occurrence or series of occurrences shall not be divided to bring it within the provisions of this section. The City Manager shall notify Council of such expenditure at the next meeting of Council by way of the City Manager’s Report or other method of written communication (e.g. email).

(b) The City may expend up to Twenty-Five Thousand Dollars (\$25,000.00) per occurrence or series of occurrences with the approval of the City Manager or City Manager’s designee, and the Director of Finance, to the extent there are appropriations therefor, for any public improvement, or the purchase of equipment, materials, or supplies, or to obtain professional or personal services or for any other lawful purpose. The City Manager may designate approval to the Director of Finance for purchases made up to Three Thousand Dollars (\$3,000.00). These purchases must be encumbered, and a purchase order issued prior to receipt of services, materials or supplies and disbursement of funds.

(c) The City may expend between Twenty-Five Thousand Dollars (\$25,000.00) per occurrence or series of occurrences and up to Fifty Thousand Dollars (\$50,000.00) per occurrence or series of occurrences with the approval of the City Manager, or City Manager's designee, and the Director of Finance, to the extent there are current appropriations therefor, upon the prior approval of a majority of Council, which approval may be given by a motion and vote at any regular or special meeting of Council. Authorization provided by Council shall only be effective if all members of Council are provided a written explanation of the amount and purpose of the proposed expenditure prior to said motion and vote. The City Manager shall provide specifications to Council. Council may request the City Manager or department heads to attempt to obtain at least two quotations, as part of an informal bidding process. These purchases must be encumbered, and a purchase order issued prior to receipt of services, materials or supplies and disbursement of funds.

(d) All requests for the purchase of materials, supplies, or services shall come from the department head involved.

(e) Requests for materials, supplies or services shall be addressed to the City on a requisition form to be provided by the Office of the Director of Finance, or electronically submitted through the Director of Finance's designated software. All requests shall explicitly state the items or services desired.

(f) All requisitions shall be filed, approved, and stored in the Finance Department, which may be done electronically. In accordance with Section 6.12 of the Charter, purchases shall be made by written purchase order signed by the Purchasing Agent. Agreements for construction work shall be made by written contract. Agreements for personal services shall be made by written contract or appointment, signed by the City Manager, or City Manager's designee, acting as Purchasing Agent for the City.

(g) Purchase orders shall be on printed forms as prescribed by the City Manager and the Director of Finance. They shall bear consecutive numbers as to the date of issue.

(h) No purchase order or contract shall be valid as an obligation of the City unless it bears a certificate of the Director of Finance that the estimated amount thereof has been entered as an encumbrance in the City accounts against an allotment based on a valid appropriation.

(i) After the approval of requisitions and after the certificate of the Director of Finance has been signed, which may be electronically, stating that the funds are available for such purchase from the proper fund, the original purchase orders shall be issued to the vendor, supplier, or person rendering the required service.

(j) A second (carbon) copy of every purchase order shall be immediately posted to the encumbrance ledger and such sum shall be subtracted from the respective appropriate account. All second (carbon) copies or purchase orders shall be kept in numerical filing order in the custody of the Director of Finance, unless retained electronically.

(k) All vouchers and warrants for the disbursement of City funds shall bear the purchase order number authorizing such expenditure when so applicable. If there

is a difference in the quoted purchase order price and the invoice or final price, such difference shall be reconciled immediately with the encumbrance ledger, with such explanation within the voucher as to difference in price as the Director of Finance or City Manager may require or deem advisable.

(l) The City Manager, together with the Director of Finance, shall sign all warrants, vouchers and checks or any contract involving the disbursement of City funds, which may be done electronically.

(Ord. 2022-50. Passed 9-13-22.)

159.06 EMERGENCY PURCHASES.

(a) Emergency purchases, without recourse to requisition or purchase procedure, may be made by certain authorized employees, including the City Manager, Director of Finance, or a department head, when such emergency action is necessary. Examples of such emergency situations would be in times of military or civil disaster or during periods of the day or night when the required officials would not be available to approve normal purchase procedure and when the unavailability of such officials to approve such purchases would adversely affect the best interest and the day-to-day operations of the City.

(b) When an emergency purchase is made by the City Manager or an authorized employee(s) of the City, a written explanation of such purchase shall be made to the Director of Finance within twenty-four (24) hours after such purchase is negotiated or made. The Director of Finance shall subsequently prepare and sign a purchase order for the emergency purchase, and it shall be filed in the manner prescribed in Section 159.05.

(Ord. 2022-50. Passed 9-13-22.)

SECTION 7. 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 8. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents, and to ensure the sound fiscal administration of the City of Huron; **WHEREFORE**, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

CHAPTER 121

Council

121.01 Rules of Council.

121.02 Filling vacancies of Vice Mayor and Clerk of Council.

CROSS REFERENCES

Membership; term; vacancies - see CHTR. §2.01, 2.04, 2.05

Qualifications - see CHTR. §2.02

Salary - see CHTR. §2.06

Rules; journal - see CHTR. §2.07

Powers - see CHTR. §2.08

Meetings - see CHTR. §2.09

Clerk of Council - see CHTR. §2.12

City Manager performing duties of Council Clerk - see ADM. 131.02

Urban renewal action - see ADM. 191.08

121.01 RULES OF COUNCIL.

I. **MEETINGS.** The regular meetings of Council shall be held in the Council Chambers of the Municipal Building at 6:30 p.m. on the second and fourth Tuesdays of each and every calendar month. Special meetings of Council may be called by the Mayor or by any three members of Council by having the Clerk serve written notice of the call of such meeting upon each member of Council and upon the Mayor, in person or by delivering a copy thereof to the usual place of residence of such persons not less than twelve hours prior to the holding of such meeting. Such notice shall specify the time and place of the holding of such meeting.

Regular work sessions open to the public shall be held in the Council Chambers of the Municipal Building at 6:30 p.m. on the first and third Tuesday of each month, unless a special Council meeting has been called for such day and time, as hereinabove provided, in which event the work session shall be convened immediately following the adjournment of the special meeting.

The Clerk of Council shall, as soon as possible, and on or before January 1 annually thereafter, cause to be published in a newspaper of general circulation in Huron, Ohio, a calendar of the regularly scheduled regular meetings of Council and the regularly scheduled work sessions of Council to be held as hereinabove provided during the succeeding twelve months.

The Clerk of Council shall maintain a current list of the names of the news media who have requested, in writing, notification of special meetings of the Council, and in the event of the scheduling of such a special meeting, the Clerk of Council shall, no later than twenty-four hours prior to the commencement of such special meeting, advise the news media who have requested notification, stating the time, place and stated purpose of the special meeting. Where practical, such notification shall be made in writing by first class mail addressed to such news media at the addresses provided by them to the Clerk of Council. In emergency situations where twenty-four hour notice is not possible, the Clerk of Council shall cause to be made oral notification to such news media representatives by telephone and shall record the fact of such notice in a statement to be attached to the minutes of the meeting.

Upon payment of an annual fee in the amount of ten dollars (\$10.00) on or before January 1 of any year, any person may receive notice of all meetings of the Huron, Ohio City Council.
(Ord. 2005-42. Passed 9-13-05.)

II. **HOLIDAY MEETINGS.** When any regular Council meeting or any regular work session falls due on a legal holiday, or an election day, Council shall meet in regular session or regular work session on the day following, at the place and time set forth in paragraph I above.

III. **JOURNAL.** The Clerk of Council shall keep a written journal of the proceedings of all regular and special Council meetings, which journal shall be promptly recorded and open to public inspection. The journal shall only reflect the general subject matter of discussions held in executive sessions. (Ord. 1975-64. Passed 11-24-75.)

IV. OPEN PROCEEDING. The Mayor shall take the chair at the time appointed for Council to meet, and shall immediately call the members to order; he shall then cause the journal of the preceding session to be read and disposed of, unless otherwise ordered by Council. In the absence of the Mayor, the Vice Mayor of Council shall perform such duties as are imposed upon the Mayor. In the absence of both the Mayor and Vice Mayor of Council, Council may appoint a temporary chairman or President of Council.

V. PRESIDING OFFICERS. The Mayor shall preserve order and decorum, and confine members in debate to the question. He may in common with any other member call any member to order who shall violate any of the rules, and shall, when in the chair, decide all questions of order, subject to any appeal to Council on the demand of two members. On such appeal there shall be no debate, but the member making the appeal may briefly state his reasons for the same, and the presiding officer shall have the same right to a similar statement. The Director of Law shall function as Parliamentarian when requested by the presiding officer.

VI. STANDING COMMITTEES. Standing committees shall be created by motion of any Council member approved by a majority of the members of Council.

The Mayor shall appoint two members to each standing committee immediately following the approval of the motion creating such committee.

The Mayor may at any time remove any member or members of any standing committee and appoint a new member or members of such committee to serve in place of such member or members so removed. (Ord. 1962-20. Passed 7-23-62.)

VII. ORDER OF BUSINESS. The business of the regular meetings of Council shall be transacted in the following order:

1. Roll call;
2. Reading or disposal of the minutes;
3. Old business;
4. New business;
5. City Manager's discussion and reports;
6. Mayor's discussion;
7. Adjournment.

The presiding officer of Council may at any time permit a member to introduce an ordinance, motion or resolution out of the regular order for the same, unless the same be objected to by a majority of the members present. (Ord. 1976-28. Passed 9-27-76.)

VIII. VOTING. Although it is the duty of each Council member to vote on each issue before the Council, a member may abstain, without explanation, if the member states that there is a potential or actual conflict of interest. There is no requirement that the member who abstains obtain the approval or consent of other Council members before that abstention. Any member who refuses to vote on any question when the yeas and nays are being taken, without recognizing the existence of a potential or actual conflict of interest will be deemed guilty of contempt of Council, and may for such contempt be censured by a majority vote of Council.

Roll call voting may be used to place the vote of the individual members on the record. Roll call votes are required to go into Executive Session for the limited purposes defined in Ohio R.C. 121.22 (G). There is no requirement to vote to come out of an Executive Session. (Ord. 2010-34. Passed 9-14-10.)

IX. REPORTS OF COMMITTEE. The report of any committee of Council or Municipal officer, upon matters referred by Council, shall be made in writing and shall be accompanied by the original papers upon which such report is based, unless otherwise ordered by Council.

If any matters referred by Council to any committee or officer, are not reported upon within two weeks from the time of such reference, such matter shall be brought to the attention of Council by the Clerk, and Council shall take such further action in the premises as it may deem best.

X. MOTIONS, WHEN DEBATABLE; WITHDRAWAL. All motions shall be placed before Council for its consideration without the necessity for a second thereto.

When a motion is made, it shall be stated by the presiding officer before any debate shall be in order. Any such motion, and any amendment thereto, may be withdrawn by the movers thereof at any time before decisions, if a majority of the members then present shall agree thereto.

XI. DIVISION OF QUESTION. Any member may call for a division of the question, or the presiding officer may direct the same, and in either case, the same shall be divided if it comprehends questions so distinct that one being taken away, the other will stand as an entire question for decision.

XII. TO REFER; PRECEDENCE. When there is a question of referring a given subject to a standing committee, or to a select committee, the question of reference to a standing committee shall be put first.

XIII. TO ADJOURN. The motion to adjourn shall always be in order, unless Council is engaged in voting, and the motion to adjourn or to lay on the table, or for the previous question, shall be decided without debate.

XIV. SUBSIDIARY; ORDER OF PRECEDENCE. When a question or proposition is before Council, or under debate, no motion shall be received except the following:

1. To adjourn;
2. To lay on the table;
3. For the previous question;
4. To postpone to a certain day;
5. To commit;
6. To amend;
7. To postpone indefinitely.

The several motions shall have precedence in the order in which they are herein arranged.

XV. INTRODUCTIONS. Ordinances and resolutions shall be introduced only by members of the Council present, except such ordinances and resolutions as may be presented to Council upon written recommendation of some committee of Council or as provided by the City Charter.

XVI. REFERENCE TO COMMITTEE ON RULES AND ORDINANCES. All ordinances of a general or permanent nature, except the ordinances for appropriation, before their final passage, may be referred to the Committee on Rules and Ordinances. It shall be the duty of such Committee as to any ordinance so referred to it, to carefully compare the same with all existing ordinances, upon the subject matter, and it shall report thereon any discrepancy or conflict which may exist therewith. It shall also examine and report upon the form of such discrepancy or conflict or to correct error in form. If any amendment shall be made to any ordinance after the Committee has reported thereon the ordinance may before its final passage be recommitted to such Committee for further report thereon.

XVII. REFERENCE TO COMMITTEES. Any report, resolution, ordinance or matter before Council for consideration, except appropriation ordinances, before their final passage may be referred to a committee specially appointed by the Mayor. Any such committee shall consider the matter thus referred to it and report thereon to Council without unnecessary delay. Any matter referred to a committee may be taken from the hands of such committee for consideration by a two-thirds vote of Council at any time prior to report of such committee.

XVIII. APPEARANCES BEFORE COUNCIL. Any person, group or delegation wishing to appear before Council at any regular or special Council meeting shall direct a letter to the Clerk of Council in such time that he will receive it not less than forty-eight hours before the time of the Council meeting. The letter shall clearly state the purpose of the appearance and the approximate number of persons who will appear in the group.

XIX. DEBATES AND DISCUSSIONS. No member of Council while Council is in session shall engage in debate or discussion with any one save another member of Council or the Mayor or some person who has either been granted by Council the privilege to address Council or is present at a Council meeting on invitation of Council. All such debate or discussion shall be governed by Robert's Rules of Order.

XX. HEARINGS. If any elector or electors or taxpayers of the City or any other person or persons desire a hearing on any matters pending before Council, application may be made therefor to Council and Council may by a two-thirds vote grant such public hearing by arranging for a special time and place therefor which must not be during any regular or special meeting of Council.

XXI. RESIGNATION. The resignation of a member of Council shall not take effect until the same has been accepted by a vote of the majority of the members exclusive of the person tendering the resignation.

XXII. ROBERT'S RULES OF ORDER. In the absence of any rule upon the matter of business, Council shall be governed by Robert's Rules of Order.

XXIII. AMENDMENTS. These rules may be amended or altered or new rules adopted by a vote of the majority of all the members elected at any meeting of Council, on the report of a committee to which the subject has been referred at a previous meeting.

XXIV. SUSPENSION OF RULES. These rules or any of them may be temporarily suspended at any meeting of Council, by a concurrent vote of the majority of all members elected, except when a greater number is required by law or by these rules. The vote on such suspension shall be taken by the yeas and nays and entered

on the journal. In case any rule herein shall not have been adhered to by Council, the same shall be regarded as having been suspended. (Ord. 1962-20. Passed 7-23-62.)

121.02 FILLING VACANCIES OF VICE MAYOR AND CLERK OF COUNCIL.

(a) A vacancy in the office of Vice Mayor shall be filled within thirty days by Council selecting from among its members one to serve as Vice Mayor to fill such office for the unexpired term of his predecessor.

(b) A vacancy in the office of Clerk of Council shall be filled within thirty days, by a majority vote of the members of Council, selecting from outside its membership one to serve as Clerk of Council to fill such office for the unexpired term of his predecessor.

(Ord. 1970-26. Passed 4-27-70.)

CHAPTER 131**City Manager****131.01 Administrative authority and powers.****131.02 Performing duties of Clerk of Council.****CROSS REFERENCES**

Appointment; removal - see CHTR. §4.01, 4.04

Duties - see CHTR. §4.02

Absence or disability - see CHTR. §4.03

Relation to Council - see CHTR. §4.05

Contract interest - see CHTR. §5.08

City Manager exempt - see CHTR. §8.02

Community Development Director - see ADM. 155.01

Administrative Services Director - see ADM. 157.02

City Manager to act as Purchasing Agent for the City - see ADM. 159.01 et seq.

Bond required - see ADM. 163.01

Manager to supervise urban renewal and redevelopment activities - see ADM. 191.04 et seq.

131.01 ADMINISTRATIVE AUTHORITY AND POWERS.

The City Manager shall have full authority to prescribe and enforce administrative policy and procedure and to prescribe and enforce administrative rules and regulations for all departments, divisions, officers and employees of the City as he may deem necessary to the performance of his duties as City Manager and to the efficient operation of the entire City government.

The City Manager shall have full authority to prescribe the use of various forms and procedures as he shall approve for the conduct of the City's affairs. Further, he shall prescribe and/or approve the use of various reports and forms for the various departments, divisions, officers and employees, either regularly, or from time to time, for his, the Mayor's or the Council's information and use.

He may require the submission of regular or special reports from any department, division, office, officer or employee to be used in the administrative direction and control of the City.

The City Manager shall have the power to make or delegate to department heads, rules and regulations to govern management practices. (Ord. 1962-20. Passed 7-23-62.)

131.02 PERFORMING DUTIES OF CLERK OF COUNCIL.

The City Manager shall perform the duties of Clerk of Council during the disability or temporary absence of the Clerk. Such duties shall include those duties imposed upon the Clerk of Council by Section 2.12 of the Charter, ordinances of the City and laws of the State, and the authority to execute certificates in regard to transcripts submitted to bond counsel to obtain approving opinions for the issuance of notes and bonds of the City.

(Ord. 1976-37. Passed 11-22-76.)

CHAPTER 159

Division of Purchasing

- 159.01 Creation and composition.**
- 159.02 Agent's general purchasing power.**
- 159.03 Formal bidding requirements.**
- 159.04 Manager may seek Council approval.**
- 159.05 Normal purchase procedure**
- 159.06 Emergency purchases.**
- 159.07 Design professional selection law waived.**

CROSS REFERENCES

Purchasing agency established - see CHTR. §5.05
 Competitive bidding - see CHTR. §5.06
 Contracts - see CHTR. §5.07 et seq.
 Purchasing procedure - see CHTR. §6.12
 Division established; head - see ADM. 157.01

159.01 CREATION AND COMPOSITION.

There is hereby created a Division of Purchasing which shall be composed of the Purchasing Agent as established by Section 5.05 of the City Charter. The City Manager, or his designee, shall act as Purchasing Agent for the City.

(Ord. 2010-16. Passed 5-25-10.)

159.02 AGENT'S GENERAL PURCHASING POWER.

Unless otherwise provided for in this chapter, the Purchasing Agent shall make all purchases and contracts for the purchase of supplies, materials and equipment required by the City. (Ord. 2010-16. Passed 5-25-10.)

159.03 FORMAL BIDDING REQUIREMENTS.

(a) The City shall procure expenditures in accordance with the bidding requirements set forth in Ohio R.C. 735.05, except as otherwise provided in this Chapter or by separate ordinance of Council.

(b) In all circumstances, the Council reserves the right to reject any and all bids and to waive informalities in bidding.

(c) In all cases of expenditures exceeding bidding threshold set forth in Ohio R.C. 735.05, the requirements of division (a) of this Section may be waived by Council if the expenditure falls within one of the following categories. In all cases, the purchase shall be approved by Council.

- (1) Purchase from the State under Ohio R.C. 125.04 or 5513.01.
- (2) Purchase from a governmental body.
- (3) Purchase of professional service.
- (4) Emergency purchases.
- (5) Purchases incapable of being competitively bid, such as sole source providers.
- (6) Purchases from another supplier upon equivalent terms, conditions, and specifications but a lower price than is offered by the State under Ohio R.C. 124.04(c).

(d) In cases of public disaster, declared by Council resolution adopted by unanimous vote of those members present, provided that a quorum is present, any purchase may be made in the open market.

(e) The City may prepare "blanket" certificates in accordance with ORC Section 5705.41, not to exceed current appropriations and \$100,000 for each "blanket" certificate.

(Ord. 2019-18. Passed 8-27-19.)

159.04 MANAGER MAY SEEK COUNCIL APPROVAL.

The approval of the City Council of any purchase, irrespective of the amount involved, shall be required when ordered by the City Manager.

(Ord. 2010-16. Passed 5-25-10.)

159.05 NORMAL PURCHASE PROCEDURE.

All purchases, other than emergency purchases or as otherwise provided in Section 159.03, shall be made in the following manner:

- (a) The City may expend up to twenty-five thousand dollars (\$25,000) with the approval of the City Manager or his designee, and the Director of Finance, to the extent there are appropriations therefor, for any public improvement, or the purchase of equipment, materials, or supplies, or to obtain professional or personal services or for any other lawful purpose. The City Manager may designate approval to the Director of Finance for purchases made up to three thousand dollars (\$3,000.00). These purchases must be encumbered, and a purchase order issued prior to receipt of services, materials or supplies and disbursement of funds.
 - (b) The City may expend between twenty-five thousand dollars (\$25,000) and up to fifty thousand dollars (\$50,000) with the approval of the City Manager, or his designee, and the Director of Finance, to the extent there are current appropriations therefor, upon the prior approval of a majority of Council, which approval may be given by a motion and vote at any regular or special meeting of Council. Authorization provided by Council shall only be effective if all members of Council are provided a written explanation of the amount and purpose of the proposed expenditure prior to said motion and vote. The City Manager or Purchasing Agent shall provide specifications to Council. Council may request the City Manager or department heads to attempt to obtain at least two quotations, as part of an informal bidding process. These purchases must be encumbered, and a purchase order issued prior to receipt of services, materials or supplies and disbursement of funds.
 - (c) All requests for the purchase of materials, supplies, or services shall come from the department head involved.
 - (d) Requests for materials, supplies or services shall be addressed to the Purchasing Agent on a requisition form to be provided by the Office of the Director of Finance, or electronically submitted through the Director of Finance's designated software. All requests shall explicitly state the items or services desired.
 - (e) All requisitions shall be filed, approved, and stored in the Finance Department, which may be done electronically. In accordance with Section 6.12 of the Charter, purchases shall be made by written purchase order signed by the Purchasing Agent. Agreements for construction work shall be made by written contract. Agreements for personal services shall be made by written contract or appointment, signed by the City Manager, or his designee, acting as Purchasing Agent for the City.
 - (f) Purchase orders shall be on printed forms as prescribed by the City Manager and the Director of Finance. They shall bear consecutive numbers as to the date of issue.
 - (g) No purchase order or contract shall be valid as an obligation of the City unless it bears a certificate of the Director of Finance that the estimated amount thereof has been entered as an encumbrance in the City accounts against an allotment based on a valid appropriation.
 - (h) After the approval of requisitions and after the certificate of the Director of Finance has been signed, which may be electronically, stating that the funds are available for such purchase from the proper fund, the original purchase orders shall be issued to the vendor, supplier, or person rendering the required service.
 - (i) A second (carbon) copy of every purchase order shall be immediately posted to the encumbrance ledger and such sum shall be subtracted from the respective appropriate account. All second (carbon) copies or purchase orders shall be kept in numerical filing order in the custody of the Director of Finance, unless retained electronically.
 - (j) All vouchers and warrants for the disbursement of City funds shall bear the purchase order number authorizing such expenditure when so applicable. If there is a difference in the quoted purchase order price and the invoice or final price, such difference shall be reconciled immediately with the encumbrance ledger, with such explanation within the voucher as to difference in price as the Director of Finance or City Manager may require or deem advisable.
 - (k) The City Manager, together with the Director of Finance, shall sign all warrants, vouchers and checks or any contract involving the disbursement of City funds, which may be done electronically.
- (Ord. 2019-18. Passed 8-27-19.)

159.06 EMERGENCY PURCHASES.

Emergency purchases, without recourse to requisition or purchase procedure, may be made by the City Manager, Director of Finance, Purchasing Agent, a department head, when such emergency action is necessary. Examples of such emergency situations would be in times of military or civil disaster or during periods of the day or night when the required officials would not be available to approve normal purchase procedure and when the unavailability of such officials to approve such purchases would adversely affect the best interest and the day-to-day operations of the City. When an emergency purchase is made by any of the authorized employee(s) of the City, a written explanation of such purchase shall be made to the Purchasing Agent of the City within

twenty-four (24) hours after such purchase is negotiated or made. The Purchasing Agent and Director of Finance shall subsequently prepare and sign a purchase order for the emergency purchase and it shall be filed in the manner prescribed in Section 159.05.

(Ord. 2010-16. Passed 5-25-10.)

159.07 DESIGN PROFESSIONAL SELECTION LAW WAIVED.

(a) The provisions of Ohio R.C. 153.65 through 153.71 shall not be applicable in the City.

(b) In addition to meeting existing ordinances and Charter provisions as to contracts and purchases, the City Manager is authorized to establish such further procedures as are deemed to be in the City's best interests for the selection of design professionals.

(Ord. 2010-16. Passed 5-25-10.)



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 79-2022 *(submitted by Stuart Hamilton)*
DATE: September 27, 2022

Subject Matter/Background

The Original Resolution 60-2021 was for a total of \$226,550. This change order request is for work carried out by OHM during the EDA review portion of this project, in which we changed the scope of the project to reduce the electrical cost, and to minimize congestion in the ROW. The total for the change order is \$4,406.

Financial Review

The electrical portion of this project will be paid out of Huron Public Power capital funds (fund 655) as this cost is not EDA grant eligible.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 79-2022 is in order.

[Resolution No. 79-2022 OHM Sawmill Parkway CO #1.doc](#)

[Resolution No. 79-2022 Exhibit A OHM CO #1 Sawmill Parkway.pdf](#)

RESOLUTION NO. 79-2022

Introduced by Monty Tapp

A RESOLUTION AMENDING RESOLUTION NO. 60-2021, ADOPTED SEPTEMBER 13, 2021, AUTHORIZING THE CITY MANAGER TO ACCEPT CONTRACT MODIFICATION NO. 1 FROM OHM ADVISORS FOR ADDITIONAL ENGINEERING DESIGN SERVICES RELATING TO THE SAWMILL PARKWAY RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED FOUR THOUSAND FOUR HUNDRED SIX AND 00/100 DOLLARS (\$4,406.00).

WHEREAS, Council adopted Resolution No. 60-2021 on September 13, 2022 authorizing an agreement with OHM Advisors for the provision of surveying, engineering design and bidding services related to the Sawmill Parkway Reconstruction Project in an amount not to exceed Two Hundred Twenty-Six Thousand Five Hundred Fifty and 00/100 Dollars (\$226,550.00);

WHEREAS, a change in the scope of work necessitates additional services to be performed by OHM Advisors, which services are in the amount of Four Thousand Four Hundred Six and xx/100 Dollars (\$4,406.00).

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

SECTION 1. The City Manager shall be, and here hereby is, authorized and directed to accept Contract Modification No. 1 from OHM Advisors to reflect the additional engineering design services related to the Sawmill Parkway Reconstruction Project in an amount not to exceed Four Thousand Four Hundred Six and 00/100 Dollars (\$4,406.00), which Contract Modification No. 1 shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

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

SECTION 3. That this Resolution shall go into effect, and be in full force and effect, immediately upon its passage.

Monty Tapp, Mayor

ATTESTED: _____

Clerk of Council

ADOPTED: _____

September 22, 2022

City of Huron
Mr. Stuart Hamilton, Service Director
417 Main Street
Huron, OH 44839

RE: Sawmill Parkway Contract Modification – Electrical Design
Location: Huron
Proposal # 17125B

Dear Mr. Hamilton:

The following scope of services, price proposal, and project schedule represent our understanding of the 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
Project Background.....	2
Price Proposal.....	2
Terms & Conditions.....	2

Sincerely,
OHM Advisors

Authorization to Proceed



Chad Lewis, PE, Project Manager
Chad.Lewis@ohm-advisors.com
D: 216.865.1345 C: 216.644.3987

9/28/2022

Signature Date

Matthew Lasko, City Manager

Printed Name Title



Russ Critelli, PE, PMP
Russ.critelli@ohm-advisors.com
D: 216.865.1339



Project Background

This contract modification accounts for the additional work performed to revise plans, estimate, and bid documents associated with the City's scope of work change with the electrical conduit installation.

Task #61 Electrical Conduit Scope Changes

- OHM performed the following additional services:
 - Electrical conduit review to revise installation to be only under pavement and drives
 - Project file coordination, overlays, and reviews with the electrical engineer.
 - Project construction cost estimate update.
 - Project bid form and bid document updates.
 - Project meetings and management.

Price Proposal

#	Task	Fee
Task #61	Electrical Conduit Scope Changes	\$4,406
Grand Total =		\$ 4,406

Project Schedule

Plans, Estimate, and Document Revisions: July/August 2022

Terms & Conditions

The Terms and Conditions contained in the Annual Engineering contract per resolution number 5-2021 shall also apply to this contract.



TO: Mayor Tapp and City Council
FROM: Jason Gibboney
RE: Resolution No. 80-2022 *(submitted by Jason Gibboney)*
DATE: September 27, 2022

Subject Matter/Background

This is a request for permission to apply to Ohio Water Development Authority for loan assistance with the project known as South Main Street Water Main Replacement Project. The total dollar amount of the application is not yet known. The OWDA provides low to no interest loans to make drinking water infrastructure improvements and make water quality improvements for Ohioans. The full estimated project cost, including street resurfacing is \$3,800,518, for which we will continue to pursue other grant funding opportunities. This project is part of the Water Department's continued aging infrastructure replacement program, and is scheduled to replace watermains in:

- Portions of South Main (south of Valleyview) approx. 775'
- Portions of Huron Avery from the Mudbrook intersect to city limits, approximately 1300'
- Portions of Mudbrook Road approx. 650'
- Full replacement on Forest Hills, Valleyview, and Hickory Drive – approx. 2332' in total
- Full replacement on Mill Street approx. 342'
- Partial replacement on Huron Street approx. 605'

The City also intends to bundle street resurfacing work in to this project, so we can realize cost savings of this inter-departmental coordination, while also minimizing the inconvenience to our residents. This project is preliminarily scheduled for 2024.

Financial Review

The South Main Street Water Replacement Project is included in the Water Department's capital improvement plan and will be incorporated in the 2023 budget if the grant/loan application is approved. The City will record any proceeds and costs in the Water Capital Project Fund (603) for this project. The general sale of water service will be the source of revenue for the loan repayment.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 80-2022 is in order.

[Resolution No. 80-2022 OWDA Loan Application S Main.doc](#)

[Resolution No. 80-2022 Exhibit A OWDA Appl S Main Water Main.pdf](#)

RESOLUTION NO. 80-2022

Introduced by Matt Grieves

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE A GRANT/LOAN APPLICATION SUBMISSION BY THE CITY OF HURON TO THE OHIO WATER DEVELOPMENT AUTHORITY (“OWDA”) RELATING TO THE SOUTH MAIN STREET WATER MAIN REPLACEMENT PROJECT

WHEREAS, the City of Huron desires to utilize this opportunity through the OWDA to obtain potential funding to be used for construction expenses relating to the South Main Street Water Main Replacement Project.

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

Section 1. That the City Manager is authorized to approve the submission of a loan application to the Ohio Water Development Authority for potential funding to be used for construction expenses relating to the South Main Street Water Main Replacement Project.

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

Section 3. That this Resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.

Monty Tapp, Mayor

Attest: _____
Clerk of Council

Adopted: _____



Construction/Planning Loan Application

This form must be completed in its entirety. Failure to do so may result in delay of approval.

1.0 Local Government Agency (LGA) Information

- 1.1 LGA Applicant (County, City, Village, or District): _____
- 1.2 County: _____ 1.3 Date of Application: _____
- 1.4 LGA Population: _____ 1.5 LGA Median Household Income: _____
- 1.6 Communities Served: _____
- 1.7 Population of Area Served: _____

2.0 Project Name and Proposed Loan Terms

- 2.1 Project Name: _____
- 2.2 Loan Amount: 400.00 This field autofills from Page 2
- 2.3 Interest Rate: _____ % *Interest rate used to calculate the annual payment in the Projection of Revenues. Check OWDA website for current rate.*

3.0 Funding Type

- ☒ **Planning/Design Loan** 5 year term with balloon payment at the end of term. Semiannual payments (January 1 and July 1) will be equal to 1/40th of the loan amount. First Payment will be 12 months after loan award. Planning loans are market rate only (no discounts).
- ☐ **Construction Loan** **Requested Term:** _____ years
Minimum 5 year term. Maximum 30 year term.
☐ Equal Payments
☐ Equal Principal Payments
First Payment Date: _____
The first payment date must occur 12 months after substantial completion for construction loans. If you would like the repayment to begin earlier, please indicate a date. Payments are due semiannually: January 1 and July 1.

For Construction Loans only, please consider my application for the following interest rate discounts:

- ☐ **Community Assistance Rate**
To qualify the LGA must have population less than 5,000 or residential users less than 2,000 and a projected annual cost per residential user greater than 1.1% of MHI for Drinking Water, 1.5% of MHI for Wastewater, or 2.6% of MHI for combined system user charge.
- ☒ **Market Rate Discounts (Each discount below represents 12.5% reduction in the contract interest rate at the time of board approval. Maximum of two discounts per project. Maximum 1% total discount.)**

Please indicate which market rate discounts you may qualify:

- ☐ Community has borrowed from OWDA
- ☐ Community under OEPA Findings & Orders, Consent Decree, documented health risks (copy of documents required)
- ☐ Connecting to existing treatment system where community does not own system (copy of service agreement required)
- ☐ Communities purchasing another system (copy of purchase agreement required)
- ☐ Compliance with a Balanced Growth Plan certified by the State (copy of plan required)

4.0 Project Type

- ☐ Water
- ☐ Sewer
- ☐ Stormwater

5.0 Permits Issued

- ☐ EPA Permit to Install # _____
- ☐ NPDES Permit # _____
- ☐ Plan Approval Date for Water Projects _____
- ☐ Permit Not Required

6.0 Project Description

6.1 Project Bid Date: _____ 6.2 Estimated Time of Construction: _____ (months)

6.3 Estimated date that project facilities will be fully operational: _____

6.4 Was the project bid using State of Ohio Prevailing wage? _____

6.5 Project Description: In the box below, please provide a description of the project being completed in this application (such as diameter and length of sewers and waterlines, components of plant expansion or upgrade); the reason for project (such as findings and orders, aging infrastructure, increase capacity, etc.); and a brief description of the existing system.

7.0 Cost Data

Select Other Funding Sources From Dropdown Box Below

Activities	Click for Dropdown	Click for Dropdown	Click for Dropdown	OWDA Loan	Total Project Cost
7.1 Technical Services					
Planning					-
Design					-
Land/ROW Acquisition					-
Planning-Design Loan Payoff					-
Administration					-
Construction Management					-
Equipment					-
Force Account					-
Other Technical Services					-
Tech Services Subtotal	-	-	-	-	-
7.2 Construction					
(Please enter Construction Contractor(s) name below)					
					-
					-
					-
					-
					-
					-
Construction Subtotal	-	-	-	-	-
7.3 Other Costs					
Contingency					-
					-
Project Costs Subtotal	-	-	-	-	-
Administration Fee	Fee is 0.35% of OWDA total loan amount. Minimum fee of \$400.			400.00	400.00
Total Estimated Costs	-	-	-	400.00	400.00

For construction loan request, please indicate below if the project has a planning/design loan administered by OWDA. The planning/design loan will be closed once the construction loan is approved. If funds have been disbursed from the planning/design loan, the payoff balance will be rolled into the construction loan. If no funds have been disbursed and planning/design funds are needed, please include a line item for planning and/or design in the construction loan.

Please contact OWDA to obtain a payoff quote.

7.4 OWDA Planning/Design Loan # _____

7.5 Planning/Design Loan Payoff Amount _____

8.0 Source of Pledged Revenues

To obtain a loan from OWDA, the LGA is required to pledge revenues derived from the ownership and operation of their system as payment. The revenues, after deductions for the operating and maintenance and previous debt obligations, must be able to support the repayment of the loan requested. However, unless prohibited by law, the LGA can choose to repay the loan with any of its general resources. (Reference Section 4.1, Paragraph 3 of OWDA Cooperative Agreement).

Please indicate the intended source of loan repayment below. More than one source can be used.

Revenue from:

- ☐ User Charges:
☐ Assessments:
☐ Connection Charges:
☐ Other: Indicate source _____
☐ Other: Indicate source _____

9.0 Revenue Analysis

9.1 Current Revenues (Last Audit Year):

Year

Range of Use	# of Service Accounts	Total Annual Revenue	Average Annual Revenue per Service Account
Residential			#DIV/0!
Commercial			#DIV/0!
Industry / Gov.			#DIV/0!
Other			#DIV/0!
TOTAL	-	-	

Total Revenue should reconcile to "User Revenues to System" column on the Projection Schedule

Current Average Monthly Residential User Rate

#DIV/0!

9.2 Projected Revenues for first year following project completion

Year

Range of Use	# of Service Accounts	Total Annual Revenue	Average Annual Revenue per Service Account
Residential			#DIV/0!
Commercial			#DIV/0!
Industry / Gov.			#DIV/0!
Other			#DIV/0!
TOTAL	-	-	

Total Revenue should reconcile to "User Revenues to System" column on the Projection Schedule

Projected Average Monthly Residential User Rate

#DIV/0!

9.3 Ten Largest Customers

Customer	% of Total Revenue

10 Revenue Analysis Continued

10.1 Three-Year Revenue Allocation

Please provide the revenue allocation for 3 years ending with most recent audit.

Year autofills from Page 3	0	-1	-2
Revenue	-		
Operating Expenses			
Debt Service Payments			
Other:			
Total Expenditures	-	-	-
Surplus or Loss	-	-	-

10.2 Debt Outstanding for System of Project Type (do not include loan being applied for):

Debt Type	Debt Balance	Annual Payment	Year Loan Term Ends
OWDA/EPA Loans			
OPWC			
GO bonds			
Revenue Bonds			
USDA-RD Loans			
Other			
Other			
TOTAL	\$ -	\$ -	

10.3 Future Known Debt Requirements (such as OPWC loans that are not in repayment):

--

11.0 LGA Credit Rating

	Moody's	S&P
General Obligation		
Water and Sewer Revenues		

12.0 Rate Schedule

12.1 Indicate the year of the last rate increase:

12.2 What was the % of increase of the last rate increase?

0.00%

12.3 Please describe the planned or already approved rate increases for the next 2 years:

--

13.0 Capital Improvement Plan

13.1 Brief Description of Major Projects:

--

13.2 Ten Year Capital Improvement Plan:

Years	Enter Year	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
\$ in 000's										

14.0 Contact Information

14.1 Authorized Representative to Execute Contracts

Name _____ Title _____
Address _____
City _____, Ohio Zip _____
Telephone _____ Fax _____
Email _____

14.2 Address to Mail Cooperative Agreement (If different than Authorized Representative)

Name _____ Title _____
Address _____
City _____, Ohio Zip _____
Telephone _____ Fax _____
Email _____

14.3 Loan Repayment Invoices

Name _____ Title _____
Address _____
City _____, Ohio Zip _____
Telephone _____ Fax _____
Email _____

14.4 Disbursements - Local Government representative authorized to approve disbursements

Name _____ Title _____
Address _____
City _____, Ohio Zip _____
Telephone _____ Fax _____
Email _____

14.5 Consulting Engineer

Name _____ Title _____
Firm _____
Address _____
City _____, Ohio Zip _____
Telephone _____ Fax _____
Email _____

15.0 Application Check List

- ☐ Application
- ☐ Projection Schedule of Revenues and Expenses
- ☐ Certified copy of Legislation authorizing current rates/tap in fees
- ☐ Current Budget for system pertaining to the project type in application
- ☐ Current fund reports that show revenue and expenses.
- ☐ General Certificate
- ☐ Certified copy of Legislation authorizing the LGA to enter into a Cooperative Agreement with OWDA
- ☐ One original executed Cooperative Agreement.
- ☐ Legal procedural letter signed by the Solicitor or Law Director
- ☐ Copy of Consent Order, Findings & Orders, Health Risk Documentation if applicable
- ☐ If Applicant is a regional water and sewer district, a certified copy of the final court order declaring the district to be organized.
- ☐ If Applicant is using special assessments to cover any portion of the OWDA loan payments, attach a certified statement from the legal officer stating the status of the assessment proceedings, resolutions or ordinances, and notices.
- ☐ Construction Loan Requirements: Bid tabs are required.
Detailed estimate for Equipment and Force Account
Engineering Agreement if engineering costs are included in the loan.
- ☐ Planning & Design Loan Requirements: Copy of Engineering Agreement

16.0 Preparer Information

This Application Submitted by (Name & Title) : _____

Signature: _____

Date: _____ Telephone Number: _____

17.0 Authorized Representative Approval

To the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant and the applicant will maintain compliance with all the laws, rules, executive orders and policies pertaining to the OWDA loan program.

Authorized Representative _____

Title _____

Signature: _____ Date: _____

Projection of Revenues and Expenses of the System

LGA Name: _____
Project Name: 0 _____

Click on applicable system below:
☐ Sewer ☐ Water ☐ Storm Sewer Fund

Year	User Revenues to System	Operations & Maintenance	Debt Service paid from Revenues to the System						OWDA New Loan Repayment	Total Expense to the System	Annual Surplus	Cumulative Surplus
			Existing OWDA & OEPA Loans	OPWC Loans	USDA Loans	Revenue Bonds	General Obligation paid with Revenue to System	Other				
Year and revenue autofills from Section 10.0 "Current Revenues (Last Audit Year)" on Page 3										Indicate previous year carryover surplus in the Cumulative Surplus		-
0	-									-	-	-
1										-	-	-
2										-	-	-
3										-	-	-
4										-	-	-
5										-	-	-
6										-	-	-
7										-	-	-
8										-	-	-
9										-	-	-
10										-	-	-
11										-	-	-
12										-	-	-
13										-	-	-
14										-	-	-
15										-	-	-
16										-	-	-
17										-	-	-
18										-	-	-
19										-	-	-
20										-	-	-
21										-	-	-
22										-	-	-
23										-	-	-
24										-	-	-
25										-	-	-
26										-	-	-
27										-	-	-
28										-	-	-
29										-	-	-
30										-	-	-
31										-	-	-
32										-	-	-

Signature of Preparer: _____

Date: _____

Signature of LGA Fiscal Officer: _____

Date: _____

NOTES:



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 81-2022 *(submitted by Matt Lasko)*
DATE: September 27, 2022

Subject Matter/Background

The Huron Public Library is funded from two sources. The Public Library Fund which comes from the State of Ohio, and a 1.5 mill (1/1000 of a dollar) tax levy on real estate in the Huron Public School District. The current levy expires at the end of 2022. This resolution supports the renewal of this levy on the November ballot and encourages our community members to YES on November 8th.

Financial Review

This legislation has no financial impact to the City.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 81-2022 is in order.

[Resolution No. 81-2022 Library Levy Support.doc](#)

RESOLUTION NO. 81-2022

Introduced by Sam Artino

A RESOLUTION IN SUPPORT OF THE HURON PUBLIC LIBRARY'S 1.5 MILLS LEVY RENEWAL ON THE 2022 NOVEMBER BALLOT.

WHEREAS, the Huron Public Library (the "Library") is funded from two sources: the Public Library Fund, which comes from the State of Ohio, and a 1.5 mills tax levy on real estate in the Huron Public School District;

WHEREAS, of the two sources of support, the local tax levy is the largest source of revenue to support the programs, staff, and facility of the Library;

WHEREAS, the current 1.5 mills levy expires at the end of 2022;

WHEREAS, the proposed 1.5 mills levy on the November ballot is a 5-year renewal of the levy that is expiring, meaning the Library will be funded at the same income level as the old levy;

WHEREAS, if the renewal levy is passed, the rate of taxation will continue the same as in previous years, and there is no increase in taxes based on new tax assessments;

WHEREAS, Council believes that the Library is important to the infrastructure of a community, welcoming anyone regardless of economic means or social standing;

WHEREAS, the Library is a haven for people who do not have access to high-speed internet, it is a meeting place, a community hub, and a home-office-away-from-home for many remote or self-employed workers. The Library is a place where children discover the wonder of words;

WHEREAS, with a YES vote, our citizens can avoid losing librarians, new items for the library collections, special programs such as STEAM Team, Family Story Time, Speakers Series, Book Clubs and Preschool Storytime, as well as hours of operation;

WHEREAS, Council recognizes that the Library is vitally important to our community and urges our community members to support this indispensable asset with a YES vote on November 8th.

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

SECTION 1. That the Council of the City of Huron declares its support for the Huron Public Library's 1.5 mills renewal levy on November's ballot, and urges community members to either vote early or go to the polls on November 8th and vote YES on Issue #4 for the Huron Public Library Renewal Levy.

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

SECTION 3. That this Resolution shall go into effect and be in full force and effect immediately upon its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 82-2022 *(submitted by Stuart Hamilton)*
DATE: September 27, 2022

Subject Matter/Background

On August 18th 2022, the City emailed out an invitation to bid on the demolition of the property at 624 Berlin Road. A walk through of the property was scheduled for August 30th 2022 that was very well attended, with bids being due September 9th 2022. Two bids were received, with Ed Burdue & Co being selected as the lowest and best.

The bid total was \$62,000, and covers (but not limited to) the following:

- Demolition of the house as a single load demolition due to the amount of Asbestos.
- Demolition, filling and grading of any subterranean structures.
- Removal/disconnection of all utilities.
- Selective demolition of the interior of the barn structure.
- Removal of all trash and debris at the site.
- Removal of the large trees on site due to age and condition.
- Surface scaping and grading to remove debris, grass seeding area.

Our partners at Erie County Land Reutilization Corporation have agreed to cover the full cost of this demolition, for which we are grateful.

Financial Review

Although the full cost will be reimbursed by the Land Bank, the City will pay for the work through the capital improvement fund (fund 401) and request reimbursement from the Land Bank when the invoice is paid.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 82-2022 is in order.

[Resolution No. 82-2022 Ed Burdue Vendor Agr Demo 624 Berlin Rd.docx](#)
[Resolution No. 82-2022 Exhibit A 624 Berlin Demo Vendor Agreement.pdf](#)

RESOLUTION NO. 82-2022

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER'S EXECUTION OF A VENDOR AGREEMENT WITH ED BURDUE & CO. LLC FOR ASBESTOS ABATEMENT, DEMOLITION AND GRADING SERVICES ON PROPERTY LOCATED AT 624 BERLIN RD., HURON, OHIO IN AN AMOUNT NOT TO EXCEED SIXTY-TWO THOUSAND AND 00/100 DOLLARS (\$62,000.00).

WHEREAS, the City has obtained a proposal ("Proposal") from Ed Burdue & Co. LLC ("Company") for certain goods and/or services to be provided to the City by Company on property located at 624 Berlin Road, Huron, Ohio (hereinafter the "Site"), which Proposal is attached as Exhibit A to the Vendor Agreement and incorporated herein by reference;

WHEREAS, the parties desire to further memorialize certain duties, rights and obligations for work to be performed for the City at the Site pursuant to the Proposal;

WHEREAS, the City desires to accept the Proposal, subject to the terms and conditions contained of a Vendor Agreement to be executed between the parties.

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

SECTION 1. That the City Manager is authorized to execute a Vendor Agreement with Ed Burdue & Co., LLC, for asbestos abatement, demolition and grading services o property located at 624 Berlin Rd., Huron, Ohio, in an amount not to exceed Sixty-Two Thousand Dollars and 00/100 (\$62,000.00), according to terms substantially similar to the Vendor Agreement attached hereto as Exhibit "A."

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.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

VENDOR AGREEMENT

This Vendor Agreement ("Agreement"), made by and between the **City of Huron, Ohio** ("City"), and **Ed Burdue & Co. LLC, an Ohio corporation** ("Company") (with City and Company being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS, City has obtained a proposal from Company ("Proposal") for certain goods and/or services to be provided to City by Company at the location(s) described in the Proposal (624 Berlin Road)(the Site"), which Proposal is attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the Parties desire to further memorialize certain duties, rights and obligations for work to be performed for the City at the Site pursuant to the Proposal.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is duly acknowledged by the parties, the Parties hereto agree as follows:

1. Subject to the provisions of Section 10 hereof, the City hereby accepts the Proposal, subject to the terms and conditions contained herein and contained within the "invitation to bid" (Exhibit B) and specified during the in-person walk through carried out August 26th. In the event of any conflict between the terms of the Proposal and the terms of this Agreement, Invitation to Bid and the Walk-through specifications, the terms of this Agreement shall control.

2. The City shall have the unilateral and voluntary option to revoke, terminate or modify this Agreement on forty-eight (48) hours' notice in the event of Company's breach of this Agreement.

3. Prior to performing the work and providing goods that are the subject of the Proposal (as applicable), Company shall comply, at Company's sole cost and expense, with the following requirements:

- (a) Company shall fully inspect the Site and provide all necessary safety and security related services at the Site as determined necessary by Company, and the City shall not be obligated to provide any additional safety and security beyond ordinary police and fire protection available to citizens of the City;
- (b) Company shall perform all necessary site preparation, stabilization, and supply all protections at the Site to ensure the Site is safe, suitable, and stable prior to, during, and after performance of Company's work, which Site may be inspected by the City Engineer to ensure compliance with this Agreement. The City Engineer may require additional materials be added to some or all of the Site to ensure a stable Site environment with a suitable depth of stone or aggregate as directed by the City Engineer to withstand the weight of the goods being delivered and related transportation equipment;
- (c) Company shall obtain and provide the Certificate of Insurance referenced in Section 7, below; and
- (d) Company will ensure all transportation equipment for the goods and services provided by Company comply with all roadway load limitations and utilize ingress and egress pathways to and from the Site that comply with said load limits and as may be designated by the City.

5. Other than providing access to the Site pursuant to this Agreement, the City shall be under no obligation whatsoever to provide any assistance, services, or materials to Company for any of Company's activities arising or contemplated by the Proposal or this Agreement. In the event the City reasonably determines that assistance, services, or materials are required at the Site as a result of Company's activities at the Site, the City shall render a detailed cost statement for any and all assistance, services, or materials that the City determines is necessary to accommodate Company's activities at the Site, and Company shall pay all such costs and charges within thirty (30) days of receipt of invoice therefor. Without waiving the requirements of Company to comply with its obligations hereunder, including but not limited to Section 3 hereof, the items which shall be provided and billed when required (as determined by the City) include, but are not limited to:

- (a) The cost of materials to further improve and/or stabilize the Site (i.e., gravel, stone, etc.);
- (b) the cost of safety and health-related forces if utilized;
- (c) cost to repair, replace and/or remediate the Site and adjacent and contiguous property in the event of any damage or environmental contamination as a result of the activities of Company; and
- (d) and all other costs, fines, fees, penalties, and charges incurred by the City as a direct result of Company's breach of its obligations in this Agreement.

6. The Company acknowledges and agrees that:

- (a) it has had ample time and opportunity to inspect the Site prior to submitting the Proposal to City;
- (b) the City is relying upon Company's experience in estimating and pricing matters that are the subject of the Proposal to ensure the City's needs and expectations are fully satisfied as outlined by Company in the Proposal;
- (c) The quantity of goods and the services to be provided in the Proposal (as applicable) shall fulfill the City's needs such that no additional goods or services shall be necessary to fulfill the City's expectations as to goods to be delivered to, and work to be performed at, the Site;
- (d) the pricing in the Proposal is and shall be a "guaranteed maximum price," and the amount of goods and services provided shall be adequate for the City's intended use such that no additional goods nor services (as applicable) shall be requested by Company nor required of City, and any risk associated with the inadequacy of goods provided or services performed by Company (as applicable), if any, shall be borne by Company exclusively; and
- (e) Company, at its sole cost and expense, to have the entire Site cleaned and restored to the condition it was in as immediately prior to Company's activities at the Site not later than seven (7) business days after the Company's work is completed, including removal of all site preparation and site stabilization materials, if any.

7. The Company shall defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, damages, demands, expenses, fees, fines, liabilities, losses, penalties, judgments, and suits for bodily injury, death and all property damage (including but not limited to environmental contamination as a result of Company's acts or omissions or those of its contractors) asserted by the City and/or any third parties, including but not limited to claims arising from acts, omissions, or reckless or wanton conduct directly or indirectly relating to any and all of Company and

Company's employees, contractors, agents, and authorized representatives relating to this Agreement, with such indemnification including all costs of defense, including reasonable attorneys and expert witness fees. Company shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) in the aggregate (including excess liability coverage); One Million Dollars (\$1,000,000.00) for Property Damage, which policies shall name the City as an additional insured by endorsement, and shall provide a copy of the relevant Certificate of Insurance on or before any activities are undertaken at the Site by Company. **Notwithstanding any contrary provision of this Agreement, the City's receipt of a valid and accurate Certificate of Insurance is an express condition precedent to the City permitting Company activities at the Site.**

8. Company shall furnish City with evidence that the required insurance referenced in Section 7 has been obtained on or before any activities are undertaken at the Site by Company. But for the inclusion of this Section 8, City would not have entered into this Agreement.

9. Company shall ensure all contractors providing transportation services maintain liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; One Hundred Thousand Dollars (\$100,000.00) Property Damage, which policies shall name the City as an additional insured and loss payee by endorsement and relevant Certificates of Insurance shall be provided to City on or before any activities are undertaken at the Site by Company.

10. Notwithstanding any contrary provision of this Agreement, this Agreement and the obligations of the Parties hereunder are expressly conditioned upon the Huron City Council approving this Agreement and authorizing its execution.


IN WITNESS WHEREOF, the Parties have set their hands to his Agreement as of the date(s) set forth below.

CITY OF HURON, OHIO

ED BURDUE & CO., LLC
an Ohio Limited Liability Company

By: _____
Matthew Lasko, City Manager

Date:

By: 
Printed Name: ED BURDUE
Title: PRES.
Date: 9-14-22

Approved as to form:

Todd A. Schrader, Law Director
City of Huron

Ed Burdue & Co. LLC
Excavating & Demolition Contractors
3025 Venice Rd.
Sandusky, Ohio 44870
Phone (419) 625-8121
Fax (419) 625-1330
An Equal Opportunity Employer

Proposal

September 9, 2022

To: City of Huron
417 Main St.
Huron, Ohio 44839

RE: Demolition of property – 624 Berlin Rd.

All work performed shall be in strict accordance with all current Federal, State, EPA and OSHA Regulations.

- 1.) Obtain demolition permit (if required)
- 2.) File 10 day notification of demolition with OEPA
- 3.) Cap sanitary sewer
- 4.) Demolish house structure in entirety and haul to an approved asbestos landfill. (Complete structure to be treated as ASM)
- 5.) Remove all concrete sidewalks, foundations, floors
- 6.) Backfill area with clean compactable fill.
- 7.) Grade all surrounding area.
- 8.) Remove all marked trees and grind stumps.
- 9.) Spread topsoil, seed, fertilizer and mulch.

Notes:

All work per City of Huron Specifications including removal of all hazardous material.

All abatement manifests to be delivered to City of Huron

Utilities to be disconnected by others (except sanitary sewer)

References and completed projects upon request

All workers have 10 day and supervisors have 30 day OSHA certifications

Insurance coverage of \$5,000,000.00 liability and workers compensation certificate will be provided upon request.

This quote may be withdrawn by Ed Burdue & Co. LLC if not accepted within 30 days.

This is a non-prevailing wage project.

Start and completion dates TBD

Price: \$62,000.00

Sixty Two Thousand and 00/1100 dollars

Payment Terms:

Net 30 days

Please sign proposal, if accepted and return.

If any questions, please call me at your earliest convenience.

Respectfully,

Ed Burdue, President
Ed Burdue & Co. LLC

Accepted By:

Signature: _____
Date: _____



INVITATION AND SPECIFICATIONS TO BID FOR THE DEMOLITION OF THE STRUCTURE(S) LOCATED AT:

624 Berlin Road, Huron, OH 44839

BIDS DUE: September 9th 2022 by 2:00PM

SCOPE OF WORK – HAZARDOUS MATERIAL ABATEMENT

The Contractor shall warrant and agree, by execution of the contract, that any hazardous materials removed from the site have been performed in a manner that complies with the City of Huron, EPA and ODH requirements.

- Work shall not begin until the City issues a Notice to Proceed.
- Asbestos Abatement and notification shall be in full compliance with Federal, State and Local laws.
- It is the responsibility of the Contractor to issue all EPA and ODH notices prior to beginning work and to provide the city with a copy.
- The asbestos surveys delineates the entire scope of work for each site.
- All materials removed from the site must be disposed of at an EPA approved Waste Shipment Site and proper paperwork provided to the City.
- All openings of the structure shall be boarded at the end of each workday and contents of the structure and other non-asbestos containing debris shall either be disposed of properly or shall remain in the structure.
- The Contractor shall submit a visual clearance report from an Asbestos Certified Professional as well as the Waste Manifest prior to any payment being made by the City.

SCOPE OF WORK – DEMOLITION

The Contractor shall warrant and agree, by execution of the contract, that any hazardous materials removed from the site have been performed in a manner that complies with the City of Huron, EPA and ODH requirements.

Under this item shall include all labor, tools, equipment, and incidentals necessary for the removal and/or clearing of, and satisfactory disposal of all specified buildings, fences, structures and other obstructions or materials which are not designed or permitted to remain. Surface hardscape scraping of up to three inches, grading seeding of the specified areas. Removal of septic and cisterns, removal of specified trees and brush, removal of site debris. This work shall also include backfilling the resulting trenches, holes, pits, any necessary traffic control, and securing of the property. Trash and debris shall be removed from the subject property, and the property shall be neat and clean at the completion of the project.

A site walkthrough shall be performed with interested bidders on August 30th at 9:00AM EST. This walkthrough MUST be attended to submit a bid.

**PERMITS:**

All necessary permits for this work shall be procured by the registered contractor from the City of Huron and are to be paid by the Contractor.

SEWER LINES:

The contractor will be responsible for plugging the existing sewer lines for each structure at the sidewalk and/or property line. No demolition work shall be performed on any property until the sewer line has been properly located. The capping of the sewer must be inspected by City inspectors.

BUILDINGS:

Buildings and their appendages are not the property of the contractor until they have been severed and removed from the real estate and the contractor has no right to rent, sell, or otherwise transfer title to such buildings prior to such severance and removal.

MATERIALS & UTILITIES:

All materials except that belonging to the public or private utility company shall become the property of the contractor. The contractor shall verify that all utilities have been disconnected in compliance with requirements of the City of Sandusky and the appropriate utility companies.

FOUNDATIONS:

Basement, pit, well and cistern walls as well as foundations and floors shall be fully excavated and removed from the site – including any or all tanks, appliances, wood or metal partitions, wood floors and concrete slabs existing in the basement.

Basement, pit, well and cistern walls along with foundations and slabs ARE NOT to be broken and utilized as fill.

All drains that are not removed shall be sealed with masonry, precast clay, or concrete stoppers.

Once the basement, pit, well and cistern walls as well as foundations and floors are fully excavated and removed from the site, contact the Community Development Department for inspection. Once an inspection has been completed, you may begin to backfill the property.

**BACKFILLING:**

As soon as removal work has been completed and approved by the City Engineer, or designee, the following items shall be addressed for completion at the site;

• Material:

- Filling shall be performed using clean compacted fill.
- Obtain all fill material from off-site commercial or City-approved sources that are free from contamination.
- Ensure fill materials are free of rocks or lumps larger than 6 inches in greatest dimension. Pulverized building materials shall not be used as fill material.
- All fill material, except ODOT Granular Material (excluding blue clay), shall be subject to approval of the City.
- For approved fill material notify the City's representative in advance of the intention to import material, its location and the City's name, address and telephone number.

• Grading:

- Fill/Backfill shall attain the original (or otherwise specified) grades.
- Shall not be completed as to cause any increase of water velocity or damming of surface water as to create a water issue at demolition site or adjacent/neighborhood sites.

• Compaction:

- Fill material shall be compacted with proper mechanical equipment to the satisfaction of the City.

• Restoration:

- Reseed or plant anew any grass plot or plots disturbed. Once an inspection has been completed, you may begin to seed the property.
- Seeding, fertilizing and mulching of area shall be in accordance with item 659 of the most recent edition of the State of Ohio, Department of Transportation specifications. Per item 659.12, all seeding shall be performed between March 15 and October 15. Therefore, any demolition performed after October 15, will be seeded by the Contractor after the following March 15th. In these cases, the Contractor will receive a partial payment for work completed less a retained percentage of ten percent (10%) for the seeding and mulching to be performed at a later date. Regardless of when the seeding and mulching occurs, a ten percent (10%) retainage shall be held for the project until the Contractor has completed all contract work and it has been determined by the City that the grading is acceptable, no sinking has occurred, and grass is growing.

**REPAIRING GUTTERS, CURBS, CROSSWALKS AND SIDEWALKS**

All gutters, curb, crosswalks and sidewalks removed by the Contractor without written order from the Engineer except as specified, or any gutters, curbs, crosswalks and sidewalks damaged by the Contractor shall be replaced in kind or repaired without delay as soon as work immediately adjacent is completed, and at the sole expense of the Contractor.

TREES & SHRUBS:

Specified trees and shrubs will be removed. This will include any roots to a depth of 6" below the bottom of the grade. Area will be brought back to specified grade.

TRAFFIC CONTROL:

The Contractor is responsible for traffic control according to the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) if the roadway or traffic is obstructed. Notice shall be given to the City prior to any traffic restraints or road closures, so that proper notification may be served to the public, at minimum 48 hours in advance.

BASIS OF PAYMENT:

Payment for this item of work shall be at the unit price in the Bid Proposal for each structure listed, a lump sum cost.

INFORMATION FOR BIDDERS

The Contractor is responsible for disposal of all construction debris including but not limited to excess soil, rock, or any other type of materials. The Contractor shall not fill any wetlands, low lands, flood plains, or drainage ways with said debris without obtaining proper approvals, permits, licenses, etc. from local, state, or federal agencies. The Contractor is responsible for having all utilities disconnected. **The City will issue a Notice to Proceed letter for the Asbestos Abatement and Demolition prior to any work commencing.**



UTILITY OWNERSHIP

The following utilities and owners are located within the work limits of this project.

Water:

City of Huron
417 Main St, Huron, OH 44839
(419)-433-9502

Electric: Ohio Edison
1-800-633-4766

Natural Gas: Columbia Gas of Ohio, Inc.
166 Milan Avenue
Norwalk, Ohio 44857-1146
(419) 744-5024



A & I Health Solutions
Environmental Strategies

2410 Claus Rd
Vermilion, Ohio 44089
(P) 440-258-4593
(F) 888-778-5354

aihealthsolutions@gmail.com
www.aihealthsolutions.com

Pre-Demolition Survey

Project Location:

**624 Berlin Rd
Huron, Ohio 44839**





A & I Health Solutions
Environmental Strategies

2410 Claus Rd
Vermilion, Ohio 44089
(P) 440-258-4593
(F) 888-778-5354

aihealthsolutions@gmail.com
www.aihealthsolutions.com

SUMMARY OF BUILDING AND ASBESTOS INSPECTION INFORMATION

Name of Facility: Residential

Location: 624 berlin rd Huron, Ohio 44839
Building Owner: City of Huron

Date of Construction: 1920

Major Additions: None

Approximate Area: 1800 sq ft

Building Use: School

Date of Inspection: 8-2-2022

Asbestos Inspectors
and Report Writers: Isaiah Brewer Ohio Asbestos Hazard Abatement Specialist No. as30288

Isaiah Brewer



A & I Health Solutions

Environmental Strategies

2410 Claus Rd
Vermilion, Ohio 44089
(P) 440-258-4593
(F) 888-778-5354

aihealthsolutions@gmail.com

www.aihealthsolutions.com

Introduction

A & I Health Solutions LLC was contracted by the City of Huron to perform a pre-demolition survey for 624 Berlin Rd Huron, Ohio 44839. Isaiah Brewer, an Asbestos Evaluation Specialist and Asbestos Hazardous Abatement Specialist, performed the survey.

The survey was conducted in general accordance with the USEPA guidelines recommended for pre-renovation of buildings under National Emissions Standards for Hazardous Air Pollutants (NESHAPs) 40 CFR Parts 61 and 63.

Methodology

All accessible locations that were to be affected by the planned renovation activities were examined for suspect asbestos containing materials (ACMs) and inaccessible areas were examined via exploratory demolition. All suspect ACMs found were adequately sampled per Federal Rules codified in 40 CFR Part 763.86 and samples were submitted to an accredited laboratory for analysis by Polarized Light Microscopy (PLM) and Point Counting where required. Sample Locations were determined, where applicable, according to the random sampling included in the EPA document "Asbestos in Building Simplified Sampling Scheme for Friable Surfacing Materials", dated October, 1985.

Samples were collected in 6 mil zip-lock bags, assigned a sample number and logged into the sample chain-of-custody form. After the collection of all of the samples was completed, the samples were sealed into a plastic bag and shipped via overnight Fedex delivery to IATL of Mount Laurel, NJ, a NVLAP accredited laboratory, and analyzed as part of this report.

Findings

- A. **Asbestos Containing Materials Found**
plaster throughout home, drywall ceilings and walls throughout the home, red/grey vinyl flooring, vermiculite (trace),
- B. **Non Asbestos Containing Materials Found**
ceiling tile, roofing, glazing, tan flooring, green vinyl flooring, white vinyl flooring, black barn roof tar,
- C. **Assumed Asbestos Containing Materials**



A & I Health Solutions
Environmental Strategies

2410 claus rd
Vermilion, Ohio 44089
(P) 440-258-4593
(F) 888-778-5354

aihealthsolutions@gmail.com
www.aihealthsolutions.com

Oberlin
624 Berlin Rd
Huron Rd
Quantities

Category	Description	% Asbestos	Condition	Quantity	Location	Friable
racm	Plaster walls	2	poor	5000	throughout	yes
racm	Plaster ceilings	2	poor	2500	throughout	yes
racm	Red/grey vinyl flooring	20	poor	400	kitchen	yes
racm	Drywall/joint compound walls	1.8	poor	5000	throughout	yes
racm	Drywall/joint compound ceiling	2.2	poor	2500	throughout	yes
miscellaneous	vermiculite	trace	poor	2000 sq ft	attic	yes

Chain of Custody

—Bulk Asbestos—

Contact Information

Client Company: A & I Health Solutions LLC
Office Address: 2410 claus rd
City, State, Zip: vermillion ohio 44089
Fax Number: 888 778 5354
Email Address: aihealthsolutions@gmail.com

Project Number: _____
Project Name: 124 Berlin Rd
Primary Contact: Isaiah Brewer
Office Phone: _____
Cell Phone: 440 258 4593

PLM Instructions:

- ☒ PLM: Bulk Asbestos Building Materials EPA 600 R-93/116, 1993
- ☐ PLM: Bulk Asbestos Building Materials EPA 600 M-4/82-020, 1982
- ☐ PLM: Bulk Asbestos Building Materials NIOSH 9002, 1985
- ☐ PLM: Bulk Asbestos Building Materials NYSDOH-ELAP 198.1, 2002
- ☐ PLM: Bulk Asbestos Building Materials NYSDOH-ELAP 198.6, 2010
- ☐ TEM: Bulk Asbestos Building Materials NYSDOH-ELAP 198.4, 2009

- ☒ PLM: Point Counting
 - ☐ PC: via ELAP 198.1
 - ☐ PC: 400 Points
 - ☐ PC: 800 Points *
 - ☐ PC: 1600 Points *

- ☒ PLM: Instructions for Multi-Layered Samples
 - ☒ Analyze and Report All Separable Layers per EPA 600
 - ☐ Report Composite for Drywall Systems per NESHAP
 - ☐ Report All Layers and Composite Where Applicable
 - ☐ Only Analyze and Report Specifically Noted Layer

- ☒ PLM: Analyze Until Positive (Positive Stop)
 - ☐ AUP: by Homogenous Area as Noted
 - ☒ AUP: by Material Type as Noted
- ☐ PLM: NOB via 198.6
 - ☐ PLM: Friable via EPA 600 2.3
 - ☐ If <1% by PLM, to TEM via 198.4 *
 - ☐ If <1% by PLM, Hold for Instructions
- ☐ PLM: Non-Building Material*** (Dust, Wipe, Tape)
 - ☐ Soil or Vermiculite Analysis*
 - ☐ CARB 435

Special Instructions: if one layer of material is positive, positive stop for remaining

* Additional charge and turnaround may be required

** Alternative Method (ex: EPA 600/R-04/004) may be recommended by Laboratory

Turnaround Time

Preliminary Results Requested Date: _____
Specific date / time
☐ 10 Day ☒ 5 Day ☐ 3 Day ☐ 2 Day ☐ 1 Day* ☐ 12 Hour** ☐ 6 Hour** ☐ RUSH**

* End of next business day unless otherwise specified. ** Matrix Dependent. ***Please notify the lab before shipping***

Chain of Custody

Relinquished (Name/Organization): IB A & I Health Solutions
Received (Name / iATL): _____
Sample Login (Name / iATL): _____
Analysis(Name(s) / iATL): [Signature]
QA/QC Review (Name / iATL): _____
Archived / Released: _____ QA/QC InterLAB Use: _____

Date: _____ Time: _____
Date: _____ Time: _____
Date: 8/16/12 Time: _____
Date: _____ Time: _____
Date: _____ Time: _____
Date: _____ Time: _____

RECEIVED

AUG - 5/12

Chain of Custody

—Bulk Asbestos—

Contact Information

Client Company: A & I Health Solutions LLC
Office Address: 2410 claus rd
City, State, Zip: vermilion ohio 44089
Fax Number: 888 778 5354
Email Address: aihealthsolutions@gmail.com

Project Number: _____
Project Name: 624 Reulin Rd
Primary Contact: Isaiah Brewer
Office Phone: _____
Cell Phone: 440 258 4593

PLM Instructions:

- ☒ PLM: Bulk Asbestos Building Materials EPA 600 R-93/116, 1993
- ☐ PLM: Bulk Asbestos Building Materials EPA 600 M-4/82-020, 1982
- ☐ PLM: Bulk Asbestos Building Materials NIOSH 9002, 1985
- ☐ PLM: Bulk Asbestos Building Materials NYSDOH-ELAP 198.1, 2002
- ☐ PLM: Bulk Asbestos Building Materials NYSDOH-ELAP 198.6, 2010
- ☐ TEM: Bulk Asbestos Building Materials NYSDOH-ELAP 198.4, 2009
- ☒ PLM: Point Counting
 - ☐ PC: via ELAP 198.1
 - ☐ PC: 400 Points
 - ☐ PC: 800 Points *
 - ☐ PC: 1600 Points *
- ☒ PLM: Instructions for Multi-Layered Samples
 - ☒ Analyze and Report All Separable Layers per EPA 600
 - ☐ Report Composite for Drywall Systems per NESHAP
 - ☐ Report All Layers and Composite Where Applicable
 - ☐ Only Analyze and Report Specifically Noted Layer
- ☒ PLM: Analyze Until Positive (Positive Stop)
 - ☐ AUP: by Homogenous Area as Noted
 - ☒ AUP: by Material Type as Noted
- ☐ PLM: NOB via 198.6
 - ☐ PLM: Friable via EPA 600 2.3
 - ☐ If <1% by PLM, to TEM via 198.4 *
 - ☐ If <1% by PLM, Hold for Instructions
- ☐ PLM: Non-Building Material*** (Dust, Wipe, Tape)
 - ☐ Soil or Vermiculite Analysis *
 - ☐ CARB 435

Special Instructions: if one layer of material is positive, positive stop for remaining

* Additional charge and turnaround may be required


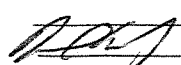
** Alternative Method (ex: EPA 600/R-04/004) may be recommended by Laboratory

Turnaround Time

Preliminary Results Requested Date: _____
☐ Verbal ☒ Email ☐ Fax
 _____ Specific date / time
☐ 10 Day ☒ 5 Day ☐ 3 Day ☐ 2 Day ☐ 1 Day* ☐ 12 Hour** ☐ 6 Hour** ☐ RUSH**

* End of next business day unless otherwise specified. ** Matrix Dependent. ***Please notify the lab before shipping***

Chain of Custody

Relinquished (Name/Organization):	IB: A & I Health Solutions	Date:	Time:	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED  AUG - 5/2022 </div>
Received (Name / iATL):		Date:	Time:	
Sample Login (Name / iATL):		Date:	Time:	
Analysis(Name(s) / iATL):		Date:	Time:	
QA/QC Review (Name / iATL):		Date:	Time:	
Archived / Released:	QA/QC InterLAB Use:	Date:	Time:	

Sample Log

—Bulk Asbestos—

Client: A & I Health Solutions LLC Project: 624 Berlin Rd

Sampling Date/Time: 8-2-22

Bulk Asbestos Sample Log			
Client Sample #	iATL #	Location/Description	Notes
A1	7475264	500 sq FT Kitchen ceiling	Drywall
A2	7475265	Entry ceiling	
A3	7475266	" "	
A1 B1	7475267	500 sq FT Kitchen wall	Drywall
A B2	7475268	Entry wall	
B3	7475269	" "	
C1	7475270	600 sq FT Living Rm ceiling	1st layer
C2	7475271	" "	Drywall
C3	7475272	" "	
D1	7475273	1st Flr Bedroom	200 sq FT
D2	7475274	" "	Plaster
D3	7475275	" "	
E1	7475276	2nd layer plaster ceiling	1st Flr
E2	7475277		2nd Flr
E3	7475278		
E4	7475279		

~~E5~~ 7475280

Sample Log

—Bulk Asbestos—

Client: A & I Health Solutions LLC Project: 624 Berlin Rd

Sampling Date/Time: _____

Bulk Asbestos Sample Log			
Client Sample #	iATL #	Location/Description	Notes
F1	7475281	1 st Flr hallway ceiling tile	
F2	7475282	" "	
G1	7475283	1 st Flr Plaster walls	
G2	7475284	+ 2nd "	
G3	7475285	"	
G4	7475286	"	
G5	7475287	"	
H1	7475288	Roof Shingles	
H2	7475289	" "	
I1	7475290	Roof felt	
I2	7475291	Roof felt	
J1	7475292	Window glazing	
J2	7475293	" "	
K1	7475294	Germicidalite	
*K2	7475295	" "	Asbestos
L1	7475296	100 Sq Ft Upstairs Flr	
L2	7475298	" "	

Sample Log

—Bulk Asbestos—

Client: A & I Health Solutions LLC Project: 124 Berlin Rd

Sampling Date/Time: _____

Bulk Asbestos Sample Log			
Client Sample #	iATL #	Location/Description	Notes
M1	7475299	Kitchen Flriz	400 sq ft
M2	7475300		
N1	7475301	Bthrm Flriz 1st layer	
N2	7475302	" "	
O1	7475303	Bthrm Flriz 2nd layer	
O2	7475304	" "	
P1	7475305	Basn Ceiling Tile	800 sq ft
P2	7475306	" "	
Q1	7475307	Basn Roof Cement/Flashng	
Q2	7475308	" "	
*labeled P1, P2; #s assigned based on description			

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Client: AIH488

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475264
Client No.: A1

Percent Asbestos:
None Detected

Analyst Observation: White Drywall
Client Description: Drywall

Percent Non-Asbestos Fibrous Material:
2 Cellulose

Location: Kitchen Ceiling
Facility:

Percent Non-Fibrous Material:
98

Lab No.: 7475264(L2)
Client No.: A1

Percent Asbestos:
PC 1.2 Chrysotile

Analyst Observation: White Ceiling Texture
Client Description: Drywall

Percent Non-Asbestos Fibrous Material:
None Detected

Location: Kitchen Ceiling
Facility:

Percent Non-Fibrous Material:
98.8

Analyzed by Ellen Smith 8/12/22.

Lab No.: 7475265
Client No.: A2

Percent Asbestos:
None Detected

Analyst Observation: White Drywall
Client Description:

Percent Non-Asbestos Fibrous Material:
2 Cellulose

Location: Entry Ceiling
Facility:

Percent Non-Fibrous Material:
98

Lab No.: 7475265(L2)
Client No.: A2

Percent Asbestos:
Sample Not Analyzed

Analyst Observation: Sample Not Analyzed
Client Description:

Percent Non-Asbestos Fibrous Material:
Sample Not Analyzed

Location: Entry Ceiling
Facility:

Percent Non-Fibrous Material:

Lab No.: 7475266
Client No.: A3

Percent Asbestos:
None Detected

Analyst Observation: White Drywall
Client Description:

Percent Non-Asbestos Fibrous Material:
2 Cellulose

Location: Entry Ceiling
Facility:

Percent Non-Fibrous Material:
98

Lab No.: 7475266(L2)
Client No.: A3

Percent Asbestos:
Sample Not Analyzed


Analyst Observation: Sample Not Analyzed
Client Description:


Percent Non-Asbestos Fibrous Material:
Sample Not Analyzed

Location: Entry Ceiling
Facility:

Percent Non-Fibrous Material:

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/11/2022
Signature: 
Analyst: Michael Moore

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089


Client: AIH488

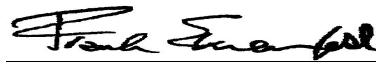
Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475267 Client No.: B1	Analyst Observation: White Joint Compound Client Description: Drywall	Location: Kitchen Wall Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7475268 Client No.: B2	Analyst Observation: White Drywall Client Description:	Location: Entry Wall Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 2 Cellulose	<u>Percent Non-Fibrous Material:</u> 98
Lab No.: 7475269 Client No.: B3	Analyst Observation: White Drywall Client Description:	Location: Entry Wall Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 2 Cellulose	<u>Percent Non-Fibrous Material:</u> 98
Lab No.: 7475269(L2) Client No.: B3	Analyst Observation: White Joint Compound Client Description:	Location: Entry Wall Facility:
<u>Percent Asbestos:</u> <i>PC 0.50 Chrysotile</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 99.5
Lab No.: 7475270 Client No.: C1	Analyst Observation: White Drywall Client Description: 1st Layer Drywall	Location: Living Rm Ceiling Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 2 Cellulose	<u>Percent Non-Fibrous Material:</u> 98
Lab No.: 7475270(L2) Client No.: C1	Analyst Observation: Off-White FRP Sheeting Client Description: 1st Layer Drywall	Location: Living Rm Ceiling Facility:
<u>Percent Asbestos:</u> <i>PC 2.2 Chrysotile</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 97.8

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/11/2022
Signature: 
Analyst: Michael Moore

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Client: AIH488

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475271 Client No.: C2	Analyst Observation: Tan Plaster Client Description:	Location: Living Rm Ceiling Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100

Lab No.: 7475271(L2) Client No.: C2	Analyst Observation: White Plaster Client Description:	Location: Living Rm Ceiling Facility:
<u>Percent Asbestos:</u> <i>PC 2.0 Chrysotile</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 98


Lab No.: 7475272 Client No.: C3	Analyst Observation: White Drywall Client Description:	Location: Living Rm Ceiling Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 2 Cellulose	<u>Percent Non-Fibrous Material:</u> 98

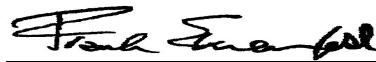
Lab No.: 7475272(L2) Client No.: C3	Analyst Observation: Sample Not Analyzed Client Description:	Location: Living Rm Ceiling Facility:
<u>Percent Asbestos:</u> <i>Sample Not Analyzed</i>	<u>Percent Non-Asbestos Fibrous Material:</u> Sample Not Analyzed	<u>Percent Non-Fibrous Material:</u>

Lab No.: 7475273 Client No.: D1	Analyst Observation: Off-White Plaster Client Description: 200 Sq FT Plaster	Location: 1st Floor Bedroom Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 2 Synthetic	<u>Percent Non-Fibrous Material:</u> 98

Lab No.: 7475273(L2) Client No.: D1	Analyst Observation: White Ceiling Texture Client Description: 200 Sq FT Plaster	Location: 1st Floor Bedroom Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/11/2022
Signature: 
Analyst: Michael Moore

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Client: AIH488

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475274	Analyst Observation: Off-White Plaster	Location: 1st Floor Bedroom
Client No.: D2	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	3 Synthetic	97

Lab No.: 7475275	Analyst Observation: Off-White Plaster	Location: 1st Floor Bedroom
Client No.: D3	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	3 Synthetic	97

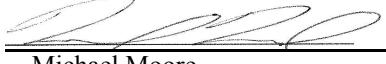
Lab No.: 7475275(L2)	Analyst Observation: White Ceiling Texture	Location: 1st Floor Bedroom
Client No.: D3	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	None Detected	100

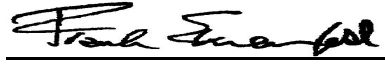
Lab No.: 7475276	Analyst Observation: Off-White Plaster	Location: 1st Floor and 2nd Floor
Client No.: E1	Client Description: 2nd Layer Plaster Ceiling	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	5 Synthetic	95

Lab No.: 7475276(L2)	Analyst Observation: White Plaster	Location: 1st Floor and 2nd Floor
Client No.: E1	Client Description: 2nd Layer Plaster Ceiling	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	None Detected	100

Lab No.: 7475277	Analyst Observation: Off-White Plaster	Location:
Client No.: E2	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	3 Synthetic	97

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/11/2022
Signature: 
Analyst: Michael Moore

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Client: AIH488

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475277(L2)	Analyst Observation: Off-White Joint Compound	Location:
Client No.: E2	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>PC 1.8 Chrysotile</i>	None Detected	98.2

Lab No.: 7475278	Analyst Observation: Off-White Plaster	Location:
Client No.: E3	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	3 Synthetic	97


Lab No.: 7475278(L2)	Analyst Observation: Sample Not Analyzed	Location:
Client No.: E3	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>Sample Not Analyzed</i>	Sample Not Analyzed	


Lab No.: 7475279	Analyst Observation: Off-White Plaster	Location:
Client No.: E4	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	5 Synthetic	95

Lab No.: 7475279(L2)	Analyst Observation: White Plaster	Location:
Client No.: E4	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	None Detected	100

Lab No.: 7475280	Analyst Observation: Off-White Plaster	Location:
Client No.: E5	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	None Detected	100

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/11/2022
Signature: 
Analyst: Michael Moore

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Client: AIH488

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevlin Rd
Project No.:

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475280(L2)
Client No.: E5

Percent Asbestos:
Sample Not Analyzed

Analyst Observation: Sample Not Analyzed
Client Description:

Percent Non-Asbestos Fibrous Material:
Sample Not Analyzed

Location:
Facility:
Percent Non-Fibrous Material:

Lab No.: 7475281
Client No.: F1

Percent Asbestos:
None Detected

Analyst Observation: Tan/White Ceiling Tile
Client Description: Ceiling Tile

Percent Non-Asbestos Fibrous Material:
90 Cellulose

Location: 1st Floor Hallway
Facility:
Percent Non-Fibrous Material:
10

Lab No.: 7475282
Client No.: F2


Percent Asbestos:
None Detected

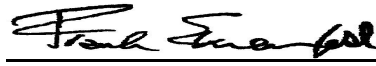
Analyst Observation: Tan/White Ceiling Tile
Client Description:

Percent Non-Asbestos Fibrous Material:
90 Cellulose

Location: 1st Floor Hallway
Facility:
Percent Non-Fibrous Material:
10

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/11/2022
Signature: 
Analyst: Michael Moore

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Client: AIH488

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475283 Client No.: G1	Analyst Observation: White Plaster Client Description: Plaster Walls	Location: 1st Floor and 2nd Floor Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100

Lab No.: 7475283(L2) Client No.: G1	Analyst Observation: Grey Plaster Client Description: Plaster Walls	Location: 1st Floor and 2nd Floor Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 2 Hair	<u>Percent Non-Fibrous Material:</u> 98

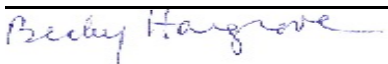
Lab No.: 7475284 Client No.: G2	Analyst Observation: Grey Plaster Client Description: Plaster Walls	Location: 1st Floor and 2nd Floor Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 2 Cellulose	<u>Percent Non-Fibrous Material:</u> 98

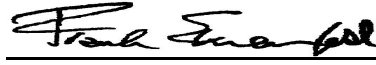
Lab No.: 7475285 Client No.: G3	Analyst Observation: White Plaster Client Description: Plaster Walls	Location: 1st Floor and 2nd Floor Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100

Lab No.: 7475285(L2) Client No.: G3	Analyst Observation: Grey Plaster Client Description: Plaster Walls	Location: 1st Floor and 2nd Floor Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 3 Hair	<u>Percent Non-Fibrous Material:</u> 97

Lab No.: 7475286 Client No.: G4	Analyst Observation: White Plaster Client Description: Plaster Walls	Location: 1st Floor and 2nd Floor Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/12/2022
Signature: 
Analyst: Rebecca Hargrove

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Client: AIH488

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475286(L2)	Analyst Observation: Grey Plaster	Location: 1st Floor and 2nd Floor
Client No.: G4	Client Description: Plaster Walls	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	3 Hair	97

Lab No.: 7475287	Analyst Observation: Grey Plaster	Location: 1st Floor and 2nd Floor
Client No.: G5	Client Description: Plaster Walls	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	2 Cellulose	98

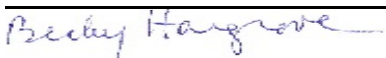
Lab No.: 7475288	Analyst Observation: Black/White Shingle	Location:
Client No.: H1	Client Description: Roof Shingle	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	15 Cellulose	85

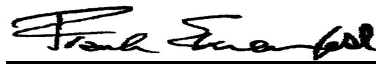
Lab No.: 7475289	Analyst Observation: Black/White Shingle	Location:
Client No.: H2	Client Description: Roof Shingle	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	15 Cellulose	85

Lab No.: 7475290	Analyst Observation: Black Tar Paper	Location:
Client No.: I1	Client Description: Roof Felt	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	50 Cellulose	50

Lab No.: 7475291	Analyst Observation: Black Tar Paper	Location:
Client No.: I2	Client Description: Roof Felt	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	50 Cellulose	50

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/12/2022
Signature: 
Analyst: Rebecca Hargrove

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Client: AIH488

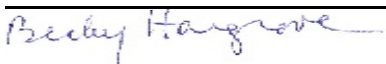
Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

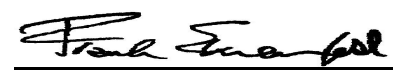
PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475292 Client No.: J1	Analyst Observation: Tan Glazing Client Description: Window Glazing	Location: Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7475293 Client No.: J2	Analyst Observation: Tan Glazing Client Description: Window Glazing	Location: Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7475294 Client No.: K1	Analyst Observation: Tan Vermiculite Client Description: Vermiculite	Location: Facility:
<u>Percent Asbestos:</u> PC Trace Actinolite	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7475295 Client No.: K2	Analyst Observation: Tan Vermiculite Client Description: Vermiculite	Location: Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7475296 Client No.: K3	Analyst Observation: Tan Vermiculite Client Description: Vermiculite	Location: Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7475297 Client No.: L1	Analyst Observation: Tan/Black Vinyl Sheet Flooring Client Description: Flooring	Location: Upstairs Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 35 Cellulose	<u>Percent Non-Fibrous Material:</u> 65

Note: Mastic not present.

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/12/2022
Signature: 
Analyst: Rebecca Hargrove

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Client: AIH488

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475298 **Analyst Observation:** Tan/Black Vinyl Sheet Flooring **Location:** Upstairs
Client No.: L2 **Client Description:** Flooring **Facility:**
Percent Asbestos: Percent Non-Asbestos Fibrous Material: Percent Non-Fibrous Material:
None Detected 35 Cellulose 65

Note: Mastic not present.

Lab No.: 7475299 **Analyst Observation:** Red/Grey Vinyl Sheet Flooring **Location:** Kitchen
Client No.: M1 **Client Description:** Flooring **Facility:**
Percent Asbestos: Percent Non-Asbestos Fibrous Material: Percent Non-Fibrous Material:
20 Chrysotile 2 Cellulose 78

Note: Mastic not present.

Lab No.: 7475300 **Analyst Observation:** Sample Not Analyzed **Location:**
Client No.: M2 **Client Description:** **Facility:**
Percent Asbestos: Percent Non-Asbestos Fibrous Material: Percent Non-Fibrous Material:
Sample Not Analyzed Sample Not Analyzed

Lab No.: 7475301 **Analyst Observation:** Green/Off-White Vinyl Sheet Flooring **Location:** Bathroom
Client No.: N1 **Client Description:** Flooring 1st Layer **Facility:**
Percent Asbestos: Percent Non-Asbestos Fibrous Material: Percent Non-Fibrous Material:
None Detected None Detected 100

Note: Mastic not present.

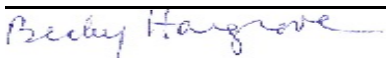
Lab No.: 7475302 **Analyst Observation:** White Vinyl Sheet Flooring **Location:** Bathroom
Client No.: N2 **Client Description:** Flooring 1st Layer **Facility:**
Percent Asbestos: Percent Non-Asbestos Fibrous Material: Percent Non-Fibrous Material:
None Detected 10 Fibrous Glass 90


Note: Mastic not present.

Lab No.: 7475303 **Analyst Observation:** White Vinyl Sheet Flooring **Location:** Bathroom
Client No.: O1 **Client Description:** Flooring 2nd Layer **Facility:**
Percent Asbestos: Percent Non-Asbestos Fibrous Material: Percent Non-Fibrous Material:
None Detected 10 Fibrous Glass 90

Note: Mastic not present.

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/12/2022
Signature: 
Analyst: Rebecca Hargrove

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Client: AIH488

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475304	Analyst Observation: White Vinyl Sheet Flooring	Location: Bathroom
Client No.: O2	Client Description: Flooring 2nd Layer	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	10 Fibrous Glass	90

Note: Mastic not present.

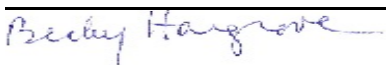
Lab No.: 7475305	Analyst Observation: Tan/White Ceiling Tile	Location: Barn
Client No.: P1	Client Description: Ceiling Tile	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	90 Cellulose	10

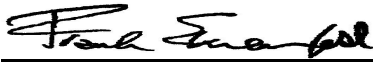
Lab No.: 7475306	Analyst Observation: Tan/White Ceiling Tile	Location: Barn
Client No.: P2	Client Description: Ceiling Tile	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	90 Cellulose	10

Lab No.: 7475307	Analyst Observation: Black Tar	Location: Barn Roof
Client No.: Q1	Client Description: Cement/Flashing	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>PC 0.5 Chrysotile</i>	10 Cellulose	89.5

Lab No.: 7475308	Analyst Observation: Black Tar	Location: Barn
Client No.: Q2	Client Description: Cement/Flashing	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>PC 0.5 Chrysotile</i>	10 Cellulose	89.5

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/12/2022
Signature: 
Analyst: Rebecca Hargrove

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Client: AIH488

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

Appendix to Analytical Report

Customer Contact: Isaiah Brewer

Method: 40 CFR Appendix E to Subpart E of Part 763, interim method for the Determination of Asbestos in Bulk Insulation Samples, USEPA 600, R93-116 and NYSDOH ELAP 198.1 as needed.

This appendix seeks to promote greater understanding of any observations, exceptions, special instructions, or circumstances that the laboratory needs to communicate to the client concerning the above samples. The information below is used to help promote your ability to make the most informed decisions for you and your customers. Please note the following points of contact for any questions you may have.

iATL Customer Service: customerservice@iatl.com

iATL Office Manager: wchampion@iatl.com

iATL Account Representative: House Account

Sample Login Notes: See Batch Sheet Attached

Sample Matrix: Bulk Building Materials

Exceptions Noted: See Following Pages

General Terms, Warrants, Limits, Qualifiers:

General information about iATL capabilities and client/laboratory relationships and responsibilities are spelled out in iATL policies that are listed at www.iATL.com and in our Quality Assurance Manual per ISO 17025 standard requirements. The information therein is a representation of iATL definitions and policies for turnaround times, sample submittal, collection media, blank definitions, quantification issues and limit of detection, analytical methods and procedures, sub-contracting policies, results reporting options, fees, terms, and discounts, confidentiality, sample archival and disposal, and data interpretation.

iATL warrants the test results to be of a precision normal for the type and methodology employed for each sample submitted. iATL disclaims any other warrants, expressed or implied, including warranty of fitness for a particular purpose and warranty of merchantability. iATL accepts no legal responsibility for the purpose for which the client uses test results. Any analytical work performed must be governed by our Standard Terms and Conditions. Prices, methods and detection limits may be changed without notification. Please contact your Customer Service Representative for the most current information.

This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA LAP LLC, or any agency of local, state or province governments nor of any agency of the U.S. government.

This report shall not be reproduced except in full, without written approval of the laboratory.

Information Pertinent to this Report:

Analysis by US EPA 600 93-116: Determination of Asbestos in Bulk Building Materials by Polarized Light Microscopy (PLM).

Certifications:

- NIST-NVLAP No. 101165-0
- NYSDOH-ELAP No. 11021
- AIHA-LAP, LLC No. 100188

Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. PC Trace represents a <0.25% amount. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analytical Methodology Alternatives: Your initial request for analysis may not have accounted for recent advances in regulatory requirements or advances in technology that are routinely used in similar situations for other qualified projects. You may have the option to explore additional analysis for further information. Below are a few options, listed as the matrix followed by the appropriate methodology. Also included are links to more information on our website.

Bulk Building Materials that are Non-Friable Organically Bound (NOB) by Gravimetric Reduction techniques employing PLM and TEM: ELAP 198.6 (PLM-NOB), ELAP 198.4 (TEM-NOB) See additional information at the end of this appendix.

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

Client: AIH488

Loose Fill Vermiculite Insulation, Attic Insulation, Zonolite (copyright), etc.: US EPA 600 R-4/004 (multi-tiered analytical process)
Sprayed On Insulation/Fireproofing with Vermiculite (SOF-V): ELAP 198.8 (PLM-SOF-V)

Soil, sludge, sediment, aggregate, and like materials analyzed for asbestos or other elongated mineral particles (ex. erionite, etc.): ASTM D7521, CARB 435, and other options available

Asbestos in Surface Dust according to one of ASTM's Methods (very dependent on sampling collection technique – by TEM): ASTM D 5755, D5756, or D6480

Various other asbestos matrices (air, water, etc.) and analytical methods are available.

Disclaimers / Qualifiers:

There may be some samples in this project that have a "NOTE:" associated with a sample result. We use added disclaimers or qualifiers to inform the client about something that requires further explanation. Here is a list with highlighted disclaimers that may be pertinent to this project. For a full explanation of these and other disclaimers, please inquire at customerservice@iatl.com.

- 1) Note: No mastic provided for analysis.
- 2) Note: Insufficient mastic provided for analysis.
- 3) Note: Insufficient material provided for analysis.
- 4) Note: Insufficient sample provided for QC reanalysis.
- 5) Note: Different material than indicated on Sample Log / Description.
- 6) Note: Sample not submitted.
- 7) Note: Attached to asbestos containing material.
- 8) Note: Received wet.
- 9) Note: Possible surface contamination.
- 10) Note: Not building material. 1% threshold may not apply.
- 11) Note: Recommend TEM-NOB analysis as per EPA recommendations.
- 12) Note: Asbestos detected but not quantifiable.
- 13) Note: Multiple identical samples submitted, only one analyzed.
- 14) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.080%.
- 15) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.125%.
- 16) Note: This sample contains >10% vermiculite mineral. See Appendix for Recommendations for Vermiculite Analysis.

Recommendations for Vermiculite Analysis:

Several analytical protocols exist for the analysis of asbestos in vermiculite. These analytical approaches vary depending upon the nature of the vermiculite mineral being tested (e.g. un-processed gänge, homogeneous exfoliated books of mica, or mixed mineral composites). Please contact your client representative for pricing and turnaround time options available.

iATL recommends initial testing using the EPA 600/R-93/116 method. This method is specifically designed for the analysis of asbestos in bulk building materials. It provides an acceptable starting point for primary screening of vermiculite for possible asbestos.

Results from this testing may be inconclusive. EPA suggests proceeding to a multi-tiered analysis involving wet separation techniques in conjunction with PLM and TEM gravimetric analysis (EPA 600/R-04/004).

For New York State customers, NYSDOH requires disclaimers and qualifiers for various vermiculite containing samples that direct analysis via ELAP198.6 and ELAP198.8 for samples that contain >10% vermiculite mineral where ELAP198.6 may be used to evaluate the asbestos content of the material. However, any test result using ELAP198.6 will be reported with the following disclaimer: "ELAP198.6 method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing >10% vermiculite."

Further information on this method and other vermiculite and asbestos issues can be found at the following: Agency for Toxic Substances and Disease Registry (ATSDR) www.atsdr.cdc.gov, United States Geological Survey (USGS) www.minerals.usgs.gov/minerals/, US EPA www.epa.gov/asbestos. The USEPA also has an informative brochure "Current Best Practices for Vermiculite Attic Insulation" EPA 747F03001 May 2003, that may assist the health and remediation professional. NYS customers please follow current NYSDOH ELAP requirements per policy on subject of surfacing and vermiculite, May 6, 2016, Testing Requirements for Surfacing Material Containing Vermiculite (https://www.wadsworth.org/sites/default/files/WebDoc/1198_8_02_2.pdf)

The following is a summary of the analytical process outlines in the EPA 600/R-04/004 Method:

- 1) **Analytical Step/Method:** Initial Screening by PLM, EPA 600R-93/116
Requirements/Comments: Minimum of 0.1 g of sample. ~0.25% for most samples.

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

Client: AIH488

2) **Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004

Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Sinks" only.

3) **Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004

Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Floats" only.

4) **Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004

Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Sinks" only.

5) **Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004

Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Suspension" only.

*With advance notice and confirmation by the laboratory.

**Approximately 1 Liter of sample in double-bagged container (~9x6 inch bag of sample).

New York State Department of Health requires that samples originating from NYS that they categorize as Non-friable Organically Bound materials can only be confirmed as None Detected for asbestos by method 198.4. See the table below for a list of those materials. (ENVIRONMENTAL LABORATORY APPROVAL PROGRAM CERTIFICATION MANUAL - ITEM No. 198.1, Revision Date 5/6/16)

*Asphalt Shingles, Caulking, Ceiling Tiles with Cellulose, Duct Wrap, Glazing, Mastic, Paint Chips, Resilient Floor Tiles, Rubberized Asbestos Gaskets, Siding Shingles, Vinyl Asbestos Tile, NOB materials (other than SM-V) with <10% vermiculite, Any material (Friable or NOB other than SM-V) with >10% vermiculite.

Statistically derived uncertainty with any measure should be taken into consideration when reviewing and interpreting all reported data and results. A more comprehensive listing of accuracy, precision, and uncertainty as it impacts this method is available upon request.



A & I Health Solutions

Environmental Strategies

2410 claus rd
Vermilion, Ohio 44089
(P) 440-258-4593
(F) 888-778-5354

aihealthsolutions@gmail.com

www.aihealthsolutions.com

EXHIBIT A

ORDINANCE NO. 2022-22

Introduced by Joe Dike

AN ORDINANCE ADOPTING CHAPTER 160 LOCAL PREFERENCE; AND DECLARING AN EMERGENCY.

WHEREAS, Huron City Council has determined that it is in the public interest for the City of Huron to purchase equipment, material, and supplies from local business; and

WHEREAS, providing a system of preference for local business will benefit the local economy and generate additional tax revenues for the City of Huron.

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

Section 1. That Chapter 160 (Local Preference) of the Codified Ordinances of the City of Huron, Ohio, is hereby adopted as follows:

CHAPTER 160

Local Preference

160.01 Definitions of terms.

160.02 Local preference.

WHEREAS, Huron City Council has determined that it is in the public interest for the City of Huron to purchase equipment, material, and supplies from local business; and

WHEREAS, providing a system of preferences for local business will benefit the local economy and generate additional tax revenues for the city of Huron.

160.01 DEFINITIONS OF TERMS.

As used in this Chapter 160, the following words, phrases and terms shall be defined as set forth below:

- (a) “Bid” means the quoted monetary amount submitted to the City of Huron in a response to an invitation for bid, solicitation or request for proposal for a price in connection with the award of a municipal contract for services or supplies.
- (b) “Bidder” means a person, firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate or trust offering or proposing to enter into a contract with the City in response to an invitation to bid, solicitation or to a request for proposal.

- (c) “Bid Preference” means the application of a percentage adjustment to the total amount of a Bid submitted by a Bidder whose Operations Location is within the City, Huron Township, or Erie County (as referenced herein) for a contract solely for the purpose of bid comparisons. The use of a Bid Preference for Bid comparison will not alter the total amount of the Bid or price submitted by a Bidder or the contract executed based on a Bid.
- (d) “Chapter” means all of the provisions of this Chapter 160 of the Codified Ordinance of Huron, Ohio.
- (e) “City” means the City of Huron, Ohio.
- (f) “Contract” means a binding agreement executed on or after the effective date of this Chapter by which, after the making of an invitation to bid, solicitation or request for proposal, the City either grants a privilege or is committed to expend or does expend its funds or other resources for or in connection with any Contract for the:
 - (1) Construction of any public improvement;
 - (2) Purchase of personal property;
 - (3) Purchase of supplies, material or equipment;
 - (4) The provision of services to the City other than Professional Services.
- (g) “Contracting Department” includes any administrative department under charge of the City Manager.
- (h) “Contracting Authority” means the official authorized to enter into a Contract on behalf of a particular Contracting Department.
- (i) “Operations Location” means the actual physical location of the principal place of business of the Bidder, with such business having either an actual physical business location and actual operations related thereto at the Operations Location or other substantial presence at the Operations Location as reasonably determined by the City. For persons who are not registered with the State and who have no principal place of business, the residence of such person shall be the Operations Location, and a valid driver’s license may be provided by persons who are not registered with the State indicating a place of residence within Erie County. A Bidder shall submit a “Bidder’s Affidavit” in a form prescribed by the Contracting Authority at the time of submission of Bid in order to qualify for a Bid Preference.
- (j) “Local Bidder” means an individual or business entity which at the time of the award of a Contract pursuant to a Bid:
 - (1) Has a Operations Location within Erie County; and
 - (2) If required by law, has filed an income tax return for the year preceding the award of the Contract with a Erie County taxing authority; and
 - (3) If required by law, is paid in full or is current and not otherwise delinquent in the payment of City income taxes.

- (k) “Professional Services” means services that usually require skill or expertise of an advanced, specialized or peculiar nature, including but not limited to attorneys, architects, engineer, professional design firms, construction managers, surveyors, accountants, physicians, real estate appraisers, real estate brokers and sales people, insurance advisors, computer software consultants, telecommunications consultants and third party benefit administrators.

160.02 LOCAL PREFERENCE.

- (a) Application of Bid Preference. Subject to the limitations contained in subsection (f) below, a Contracting Authority shall, prior to awarding a Contract, evaluate all Bids received and apply a Bid Preference equal to four percent (4%) to each Bid of any Local Bidder whose Operations Location is within the City or within Huron Township or two percent (2%) to each Bid submitted by any other Local Bidder. Only one Bid Preference is to be applied to each Bid.
- (b) All Contracts shall be awarded to the lowest and best bidder. The determination of the best bid shall be made in conformance with the criteria set forth in the bidding documents and other criteria established by the Contracting Authority.
- (c) Nothing herein shall be construed as increasing or decreasing the actual price of a Bid and the resulting Contract made in accordance with the terms of this Chapter. The provisions of this Chapter are intended to be used for the exclusive purpose of comparing the evaluating bids for goods and services. Nothing in this Chapter shall be construed to create any private rights, claims or causes of action on behalf of any person, including but not limited to any Bidder.
- (d) The provisions of this Chapter shall not apply to the following contracts or situations:
 - (1) Contracts funded in whole or in part with State or Federal funds;
 - (2) Emergency procurements;
 - (3) Purchases made through the Ohio Department of Administrative Services or through participation in a joint purchasing program authorized under Section 9.48 of the Ohio Revised Code;
 - (4) Contracts for Professional Services;
 - (5) Contracts proposing or requiring local hiring preferences or to require local employees in the bidding or hiring process (O.R.C. 9.75); or
 - (6) Any other Contract for which an invitation to bid, solicitation or request for proposal has not been made.
- (e) The City shall indicate in all of its invitations to bid, its requests for proposals and its solicitations for Contracts that it shall apply a Bid Preference in accordance with this Chapter.
- (f) The maximum amount of Bid Preference applied according to this Chapter shall be:
 - (1) For contracts up to \$500,000, the maximum Bid Preference shall be \$10,000; and
 - (2) For contracts from \$500,001 to \$1,000,000 and higher, the maximum Bid Preference shall be \$25,000.

Section 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents; and, additionally, in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately. **WHEREFORE**, this Ordinance shall take effect immediately upon its adoption.



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 83-2022 *(submitted by Stuart Hamilton)*
DATE: September 27, 2022

Subject Matter/Background

This resolution is requesting approval from Council to contract with Bricker & Eckler, Attorneys at Law. If approved, Bricker & Eckler will serve as Huron Public Power's legal representative for the term of the contract (October 1, 2022 - September 30, 2023). The City will pay Bricker & Eckler a monthly retainer of \$2,400 for 8 hours a month, which is identical to the fees paid for 2022. If additional time is needed, the City will benefit from a discounted rate. The need for specific legal counsel is necessary due to the complex legalities of public power that Bricker & Eckler is currently situated to adequately provide.

Financial Review

The City has sufficient funds to budget for the \$2,400 per month retainer in the Electric Fund (Fund 654).

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 83-2022 is in order.

[Resolution No. 83-2022 Bricker HPP Contract.doc](#)

[Resolution No. 83-2022 Exhibit A Bricker HPP Contract.docx](#)

RESOLUTION NO. 83-2022

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRICKER & ECKLER, ATTORNEYS AT LAW, FOR THE PROVISION OF LEGAL SERVICES RELATED TO HURON PUBLIC POWER FOR THE PERIOD OF OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023 AT A COST NOT TO EXCEED TWENTY-EIGHT THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$28,800.00).

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

SECTION 1. That the City Manager is authorized and directed to accept the proposal and enter into an agreement with Bricker & Eckler, Attorneys at Law, for the provision of legal services relating to Huron Public Power for the period of October 1, 2022 through September 30, 2023 at a cost not to exceed Twenty-Eight Thousand Eight Hundred and 00/100 Dollars (\$28,800.00), which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



Bricker & Eckler LLP
100 South Third Street
Columbus, OH 43215
Office: 614.227.2300
www.bricker.com

Devin D. Parram
Direct Dial: 614.227.8813
dparram@bricker.com

September 20, 2022

VIA E-MAIL

Matt Lasko, City Manager
City of Huron
Municipal Building
417 Main Street
Huron, Ohio 44839

Re: Agreement for Legal Services – October 1, 2022 through September 30, 2023

Dear Matt,

Thank you for selecting Bricker & Eckler LLP (the “Firm”) to serve as the City of Huron, Ohio’s (“Huron”) counsel for one year, from October 1, 2022 through September 30, 2023. This letter will confirm our discussion regarding Huron’s engagement of the Firm and will describe the basis on which the Firm will provide legal services to you.

We submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

1. Client Scope of Representation. Our client under this agreement will be Huron, and not any individual officers, representatives, of employees for Huron. We will be engaged to advise Huron in connection with the matters set forth in more detail below. You may limit or expand the scope of our representation from time to time; provided that, any substantial expansion must be agreed to by us in writing.

2. Term of Engagement. This agreement shall be for one year, from October 1, 2022 through September 30, 2022, and shall continue month to month thereafter unless terminated by either of party upon thirty (30) days prior written notice, subject on the Firm’s part to the applicable rules of professional conduct.

3. Conclusion of Representation. Unless previously terminated, our representation of Huron will terminate upon our sending you our final statement for services rendered in this matter, or upon the termination of the attorney/client relationship, whichever occurs later.

4. Post-Engagement Matters. You are engaging the Firm to provide legal services in connection with energy and utility issues. After completion of these matters, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and

September 20, 2022

Page 2

liabilities. Unless you engage us after completion of these matters to provide additional advice on issues arising from such matter(s), the Firm has no continuing obligation to advise you with respect to future legal developments.

5. Fees and Expenses.

(a) Fixed Monthly Flat Fee. Huron will pay the Firm a monthly flat fee of \$2,400 per month for fees (plus out-of-pocket disbursements) for all included legal services for the Huron Public Power ("HPP") legal counsel matter. The monthly flat fee includes all non-litigation work associated with legal advice and legal services related to HPP's operation of the municipal utility, including negotiation of supply and related contracts, preparation of other contracts, advice regarding HPP governance and operating issues, and drafting ordinances related to HPP. The flat fee would not include any bond work related to the City or HPP. On a monthly basis, if the Firm has expended more than 8 hours on the HPP fixed flat fee matters, the Firm shall bill the City and the City shall pay the Firm for the hours in excess of 8 hours at a special discounted governmental hourly rate of \$365.00.

(b) Litigation and Non-Monthly Flat Fee Work. Litigation and non-monthly flat fee work shall be engaged and approved on a case by case basis, and shall be billed at Bricker's 2022 standard hourly rates less a 10% special governmental discount.

(c) Other, Non-Retainer Services. All other projects and matters for Huron will be handled on a case by case basis with a budget established at inception and billed separate and apart from the monthly retainer matter using the Firm's standard 2022 rates (plus out-of-pocket disbursements).

(d) Terms. The monthly flat fee amount shall be paid on or before the fifth day of each month for services provided in the prior month. The litigation and non-flat fee services shall be paid on or before 30th day of each month for the non-flat fee services provided in prior month. All other matters shall be paid on or before 30th day of each month for the services provided in the prior month. For non-retainer services, our fees will be based on the 2022 billing rate for each attorney and legal assistant devoting time to a matter. The Firm's 2022 billing rates are set forth on the spreadsheet attached to this Engagement Letter as Exhibit B. We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and telecopy, word processing, and search and filing fees, and Huron is responsible for reimbursement of such expenses. Fees and expenses of others (such as consultants, appraisers, and local counsel) generally will not be paid by us, but will be billed directly to you. Payment is due upon receipt of our statement.

September 20, 2022

Page 3

6. Invoices. Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 60 days, we may suspend performing services for you.

7. Client Responsibilities. You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to pay our statements for services and expenses in accordance with paragraphs 5 and 6 above.

8. Conflicts. Huron is aware that the Firm represents many other companies and individuals. It is possible that during the time that the Firm represents Huron that some of the Firm's present or future clients may have disputes or transactions with Huron. Huron agrees that the Firm may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for Huron even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a direct result of our representation of Huron, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

In addition to the legal work the Firm provides to our clients, certain attorneys also provide government relations services to various clients of the Firm who have engaged us to perform such services ("Government Relations Services"). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before the Ohio General Assembly, and before various federal, state and local legislative or regulatory bodies or officials. Such services may include, but are not limited to seeking the enactment, repeal or amendment of various laws, regulations or ordinances. In connection with the Government Relations Services, we may be engaged to advocate a position on issues that are adverse to Huron's interests. By executing this engagement letter, you acknowledge that our work for Huron will not disqualify the Firm from providing Government Affairs Services to other clients, even when the interests of the client for whom we are providing Government Affairs Services are adverse to Huron's interests. To the extent that such Government Relations Services present an actual or prospective legal conflict of interest, by executing this engagement letter, you are agreeing to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

Once again, we are pleased to have this opportunity to work with you. Please call me at (614) 227-8813 if you have any questions or comments during the course of our representation.

September 20, 2022
Page 4

Very truly yours,



Devin Parram

Agreed and accepted:

THE CITY OF HURON, OHIO

By: _____

Title: _____

Date: _____

September 20, 2022

Page 5

Exhibit A

Standard Terms of Representation

Professional Fees. Generally, the principal basis for computing our charges for services rendered by our attorneys and paralegals are based on the time devoted to work on a particular legal matter multiplied by hourly rates for each professional performing such services.

The Firm charges for all time devoted to legal matters, including the following examples: meetings and telephone conferences with clients and others relevant to the case or transaction; legal research, drafting, reviewing and commenting on documents; correspondence; interviewing or deposing witnesses; travel time; discussions among attorneys in our office involved in the matter; hearings and trials; answering requests for information from third parties.

Retention and Disposition of Documents. When our representation of you in this or any particular matter terminates, we may ask you if you desire your papers and property returned to you. If you do not respond requesting the return of your papers and property, you agree we may upon reasonable notice dispose of such papers and property. Our own files pertaining to the matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Expenses/Disbursements. In addition to charges for professional services as described above, the Firm also bills for expenses incurred on our client's behalf. These expenses may include but are not limited to the following examples: duplication and binding of documents; telecopy, telex, fax and long distance telephone calls; messengers, couriers and postal services; secretarial overtime, word processing and other special staffing requirements; expenses for computerized legal research and other automated services; and travel expenses including, where appropriate, meals, transportation, lodging and other business expenses.

In addition, our services frequently require engaging the services of third parties on our client's behalf. Generally, clients are asked to pay such third parties directly. Where small amounts are involved, the Firm may advance payments to third parties and include them in

September 20, 2022

Page 6

its periodic bills. These disbursements may include the following examples: state agency filing fees; outside duplication of documents; fees for commencing lawsuits and service of process; deposition and court stenographer fees; expert witness and consultant fees; real estate recording fees and taxes; Uniform Commercial Code search fees; and, in general, any fees or charges the Firm pays to governmental or quasi-governmental agencies on behalf of its clients.

Subject to the forgoing, it will be your responsibility to pay as billed for disbursements made on your behalf as indicated below:

Telephone charges. Our long distance telephone charges will be based upon AT&T direct dial rates. In the event that telephone calls are made from locations other than our offices, the cost will be based upon our credit card or cellular telephone costs. We will not bill you for local telephone service.

Photocopies. We will bill you for photocopies at 20 cents per page.

Outside Computer Research (Lexis® or Westlaw®). We will bill at standard Lexis® or Westlaw® rates.

Filing Fees. We will bill you the charges incurred by the Firm.

Travel Expenses. We will bill travel expenses at our cost without markup.

Express Delivery Services (FedEx, etc.). We will bill you for our actual out of cost expenses.

Local Delivery or Local Filing Services. Local delivery services will be billed to you at our cost without markup.

Facsimile. We will charge you for facsimile copies at \$1 per page both incoming and outgoing. Telephone usage for the facsimile will be charged at the telephone rate indicated above.

Court Reporters, Expert Witnesses, Accountant, etc. We will bill you at our cost without markup.

Post-Engagement Matters. You are engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice

September 20, 2022

Page 7

on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

Insurance Coverage. You may have commercial general liability or other insurance coverage which may provide some reimbursement for the legal fees associated with our engagement. We urge you to contact your insurer or broker to determine the nature and extent of the applicable coverage, if any. It is the client's responsibility to pay the Firm for services rendered and to obtain reimbursement from the insurer.

Secure Encryption of Records. It is our policy not to post documents to a public cloud and /or shared file system. In order to protect your data, we may deliver certain data to you in an encrypted manner. You agree to the safe transfer of these documents to maintain their security and confidentiality.

September 20, 2022

Page 8

EXHIBIT B

Employee Name	2022 Hourly Rate
Allen, Jerry O.	\$600.00
Bell, J. Caleb	\$600.00
Borchers, Dylan F.	\$475.00
Campbell, Drew	\$500.00
Cook, Justin D.	\$450.00
Eddy, Zachary D.	\$300.00
Fisher, Aron L.	\$195.00
Grody, Warren I.	\$360.00
Gurbach, Matthew	\$475.00
Hallows, Kristen M.	\$210.00
Intihar, Stephen	\$595.00
Jackson, David S.	\$560.00
Kalvas, Colin J.	\$425.00
Koppitch, Matthew R.	\$350.00
Lestini, Gregory J.	\$465.00
Lindsmith, Quintin F.	\$575.00
Mains, Rachael N.	\$260.00
Miskimen, Brock A.	\$365.00
Orahood, Teresa E.	\$250.00
Parram, Devin	\$495.00
Princehorn, Rebecca C.	\$615.00
Reid, Nelson M.	\$475.00
Rutter, Paul S.	\$475.00
Slagle, Christopher N.	\$505.00

September 20, 2022

Page 9

Employee Name	2022 Hourly Rate
Squeglia, Elisabeth A.	\$650.00
Stinson, Dane	\$595.00
Stout, Matthew L.	\$595.00
Tiemeier, Jason	\$350.00
Vinyard, Carolyn M.	\$210.00
Warnock, Matthew W.	\$505.00
Zemke, Megan S.	\$225.00



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 84-2022 (*submitted by Stuart Hamilton*)
DATE: September 27, 2022

Subject Matter/Background

This resolution is for permission to apply for a Highway Safety Improvement Program (HSIP) grant. This grant application would be to assist in the cost Cleveland Road East Sidewalk Project for a currently unspecified amount, as this project is still in the design phase. These monies, if granted, would be primarily used for any crosswalk components.

Financial Review

There is no additional financial impact on the project for this legislation other than staff resources to complete the application. The grant will offset the local portion of this project, if awarded.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 84-2022 is in order.

[Resolution No. 84-2022 HSIP Grant Application.doc](#)

[Resolution No. 84-2022 Exhibit A ESIP Grant Application.pdf](#)

RESOLUTION NO. 84-2022

Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE A GRANT APPLICATION SUBMISSION BY THE CITY OF HURON TO THE OHIO DEPARTMENT OF TRANSPORTATION (“ODOT”) HIGHWAY SAFETY IMPROVEMENT PROGRAM (“HSIP”) RELATING TO THE CLEVELAND ROAD EAST SIDEWALK EXTENSION PROJECT.

WHEREAS, the Ohio Department of Transportation (“ODOT”) dedicates \$158 Million annually to its Highway Safety Improvement Program, which funding is available to both ODOT and local governments, and it can be used to make improvements on any public roadway;

WHEREAS, the City of Huron desires to utilize this funding opportunity through ODOT-HSIP to obtain potential funding to be used for construction expenses relating to the Cleveland Road East Sidewalk Extension Project.

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

Section 1. That the City Manager is authorized to approve the submission of a grant application to the Ohio Department of Transportation High Safety Improvement Program for potential grant funding to be used for construction expenses relating to the Cleveland Road East Sidewalk Extension Project.

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

Section 3. That this Resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.

Monty Tapp, Mayor

Attest: _____

Clerk of Council

Adopted: _____



ODOT's Abbreviated Safety Application Process

What is the Abbreviated Application Process?

The purpose of the abbreviated application process is to quickly implement safety improvements at locations with a crash pattern and safety concern. This process has been simplified to help us review and potentially fund less expensive, less complex safety improvements quickly.

What is Eligible?

- Non-Complex, Simple Projects
- Under \$500,000
- Must be constructed within two years
- Funding for Construction and Design*
**Eligibility for design funding based on project sponsor needs*
- Proven Safety Countermeasures
- Location has 3 crashes per year
- Special Consideration given to:
 - Locations with high injury severity
 - Pedestrian safety improvements

Examples of Eligible Projects

- Backplates only
- Safety signage (Intersections, Corridors, Curves)
- Edge line or Center line rumble stripes
- Roadside fixed object treatments/removals
- Crosswalk Improvements (PHB, RRFB, High Visibility Striping)
- Pedestrian Crossing Equipment

What is Not Eligible?

- Request to supplement funding shortfalls
- Projects requiring Right of Way
- Maintenance-related projects (Note: adding edge line or centerline rumble strips and stripes to a resurfacing project are eligible expenses.)

Priority Lists

Projects submitted should be listed on one of the priority lists below. If it does not fall on one of these lists, please state in the description why this location is a priority and should be considered.

1. [Safety Integrated Project Maps \(SIP\)](#)
2. [HSIP Priority Lists](#)
3. [County Road High Crash Location Maps](#)
4. [MPO/RTPO Regional Priority List](#)

Projects should also address at least one of the Emphasis Areas listed in the [Strategic Highway Safety Plan](#).

Application Process

Applications are due for review 4 times per year:

- December 31st
- March 31st
- June 30th
- September 30th

Applications can be submitted any time after the last submission round ended and before the next deadline.



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 85-2022 (*submitted by Stuart Hamilton*)
DATE: September 27, 2022

Subject Matter/Background

As submitted by Steve Didelot, Street Foreman:

This resolution authorizes an annual expenditure of funds for the purchase of rock salt. In accordance with a cooperative agreement with Erie County, and in conjunction with several local agencies, an advertisement for bids produced the recommended pricing for consumption in 2023. Attached to the legislation please find the Resolution No. 22-342 adopted by the Erie County Board of Commissioners, awarding the contract to Compass Minerals America, Inc. at a cost of \$56.15/ton delivered. This reflects an increase of \$11.15 per ton over 2022 costs (24.8% increase).

The current salt contract is with Compass Minerals America, Inc. @ \$45/ton delivered in effect until 12/31/21. We currently have \$25,000 unencumbered for 2022 and 125 tons of salt stored in inventory. Per the terms of the cooperative bid, the City of Huron has been allocated up to a maximum of 1,000 tons but only pays for those amounts requested up to the maximum.

Financial Review

The purchase of salt out of the Street Maintenance Fund (Fund 212) is included in the annual budget. The 2023 budget will still reflect a budget of \$65,000, as the City historically budgets conservatively as a worst-case scenario. The City's annual average cost to purchase salt from 2017 to 2022 is approximately \$30,000 per year. The expectation is the Street Department will not pay more than approved in this resolution. If so, Staff will request Council approval to increase the dollar amount.

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 85-2022 is in order.

[Resolution No. 85-2022 Rock Salt Contract.doc](#)

[Resolution No. 85-2022 Exhibit A Salt Contract.pdf](#)

RESOLUTION NO. 85-2022

Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE EXPENDITURE OF AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$65,000.00) FOR ROCK SALT PURCHASED THROUGH AN AGREEMENT BETWEEN COMPASS MINERALS AMERICA, INC. AND THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY FOR THE PURPOSE OF FURNISHING BULK DEICING ROCK SALT TO THE CITY OF HURON AND VARIOUS OTHER POLITICAL SUBDIVISIONS THROUGHOUT ERIE COUNTY DURING THE 2023 CALENDAR YEAR

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

SECTION 1. That the Board of County Commissioners of Erie County, Ohio having advertised for bids, awarded such and entered into agreement with Compass Minerals America, Inc. for \$56.15/ton (delivered) for the purpose of furnishing bulk highway deicing rock salt for the calendar year of 2023 for the Erie County Engineer and various other political subdivisions with the City of Huron being allocated up to 1,000 tons according to the provisions outlined in said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That the City Manager is authorized to expend an amount not to exceed Sixty-Five Thousand Dollars (\$65,000.00) for the purchase of bulk highway deicing rock salt for the calendar year of 2023.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

RESOLUTION NO. 22-342

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN
AGREEMENT WITH COMPASS MINERALS AMERICA, INC.**

The Board of County Commissioners of Erie County, Ohio, met this 7th day of September, 2022, in regular session with the following members present:

Patrick J. Shenigo, Mathew R. Old, and Stephen L. Shoffner.

Mr. Shoffner introduced the following resolution and moved its adoption.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
ERIE COUNTY, OHIO:**

THAT, this Board hereby enters into an agreement with Compass Minerals America, Inc., 9900 W. 109th Street, Suite 100, Overland Park, Kansas 66210, for the purpose of furnishing rock salt for highway ice control during the 2023 calendar year for the Erie County Engineer and various other political subdivisions throughout Erie County, according to the provisions as outlined in the attached document; and

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


Mr. Shoffner seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

Roll Call: Mr. Shoffner, Aye; Mr. Old, Aye; Mr. Shenigo, Aye

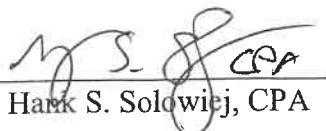
Adopted: September 7, 2022

CERTIFICATE

I, Erin M. Paolano, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #231.

 Clerk
Board of County Commissioners
of Erie County, Ohio

Approved by County Administrator


Hank S. Solowiej, CPA

AUDITOR'S CERTIFICATE

I hereby certify that the sum of **\$308,825.00**, being the amount needed to meet the obligations of the foregoing Agreement with **COMPASS MINERALS AMERICA, INC.**, is in the county treasury or in the process of collection to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

21510-4040-522000
ENGINEER
(2023)

RESO. NO: _____

CONTRACT NO: _____

P.O. NUMBER: _____

Date: 8/3/22

Richard H. Jeffrey 1210
Richard H. Jeffrey
County Auditor

Approved As to Content:

Steve P. Farkman
Elected Official/Department Head

AUDITOR'S CERTIFICATE

I hereby certify that the sum of **\$1,000.00**, being the amount needed to meet the obligations of the foregoing Agreement with **COMPASS MINERALS AMERICA, INC.**, is in the county treasury or in the process of collection to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

10100-1080-522000
FACILITIES
(2023)

RESO. NO: _____

CONTRACT NO: _____

P.O. NUMBER: _____

Date: 8/30/22

Richard H. Jeffrey 100
Richard H. Jeffrey
County Auditor

Approved As to Content:

Barbara
Elected Official/Department Head



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **COMPASS MINERALS AMERICA, INC.**
Date: **8/29/2022 3:10:10 PM**

LT

This search produced the following list of **14** possible matches:

Name/Organization	Address
Harmony Community School	
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubli Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin-Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubln Granville Rd.
Harrison County Democratic Executive Committee	80900 Slab Camp Road
Rhea Academy Community School	
Somali Bantu (Youth Community of Ohio)	3823 Sullivant Avenue
Somali Development Agency/Americom	4312 Westport Road
Theodore Roosevelt Public Community School	c/o Richland Academy 75 North Walnut Street
Third Wave Communications, LLC	PO Box 1355
Western Surety Company	CAN Surety, Surety Claims
Wright (AHRMS Management Company), Marcus	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

CONTRACT

This contract made and entered into this 7th day of September, 2022, by and between Compass Minerals America, Inc., 9900 W. 109th Street, Suite 100, Overland Park, Kansas 66210, hereafter called the "Supplier" and the Board of Commissioners, Erie County, Ohio hereinafter called "Contracting Authority."

WITNESSETH:

The Supplier shall furnish 12,820 tons, more or less, of bulk highway deicing rock salt, treated to prevent caking, for highway ice control during the 2023 calendar year (1/01/2023 – 12/31/2023). Rock salt delivered to and or picked up by Buyer must be treated with sufficient amounts of anti-caking additives/chemicals so the rock salt will remain in a free flowing, usable condition (without the presence of clumping).

TO BE ALLOCATED AS FOLLOWS:

	Requested Tons	Cost of Pick-Up	Total	Cost for Delivery	Total
Erie County Engineer, Highway Dept.	5,500	\$53.00/ton	\$291,500.00	\$56.15/ton	\$308,825.00
Erie County Facilities Dept.	150	\$53.00/ton	\$7,950.00	\$56.15/ton	\$8,422.50
Berlin Township	200	53.00/ton	10,600.00	56.15/ton	11,230.00
Florence Township	150	53.00/ton	7,950.00	56.15/ton	8,422.50
Groton Township	100	53.00/ton	5,300.00	56.15/ton	5,615.00
Huron Township	600	53.00/ton	31,800.00	56.15/ton	33,690.00
Milan Township	600	53.00/ton	31,800.00	56.15/ton	33,690.00
Oxford Township	175	53.00/ton	9,275.00	56.15/ton	9,826.25
Perkins Township	800	53.00/ton	42,400.00	56.15/ton	44,920.00
Vermilion Township	400	53.00/ton	21,200.00	56.15/ton	22,460.00
Village of Berlin Heights	100	53.00/ton	5,300.00	56.15/ton	5,615.00
Village of Castalia	100	53.00/ton	5,300.00	56.15/ton	5,615.00
Village of Milan	400	53.00/ton	21,200.00	56.15/ton	22,460.00
City of Huron	1,000	53.00/ton	53,000.00	56.15/ton	56,150.00
City of Sandusky	2,500	53.00/ton	132,500.00	56.15/ton	140,375.00
Sandusky City Schools	45	53.00/ton	2,385.00	56.15/ton	2,526.75
Total Estimated Requirements	12,820		\$679,460.00		\$719,843.00

EACH COUNTY AGENCY WILL BE BILLED SEPARATELY. Rock salt to be picked up at a contract price of \$53.00/Ton. Rock salt to be delivered to any bid destination in Erie County Ohio, with no minimum tonnage required at a contract price of \$56.15/Ton, not to exceed **\$317,247.50** (\$308,825.00 – Erie County Engineer, \$8,422.50– Erie County Facilities Department) without prior written authorization. No deliveries will be made without prior written authorization by the Erie County Engineer or Erie County Facilities Department and written concurrence by the Erie County Auditor that the funds are available.

In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the bid dated AUGUST 11, 2022, the terms and conditions of the Contract shall prevail.

ROCK SALT CALENDAR YEAR 2023

SUPPLIER SERVICE REQUIREMENTS

The Supplier, upon written authorization of the Commissioners, will complete the work as detailed in the attached Request for Bid titled: TREATED ROCK SALT FOR HIGHWAY ICE CONTROL, along with the bid submitted by Compass Minerals America, Inc. on August 17, 2022.

SUPPLIER RESPONSIBILITIES

The Supplier shall submit a detailed invoice for the products picked up or delivered in accordance with the provisions in the original specifications.

TERM

This contract shall remain in effect from January 1, 2023 through December 31, 2023.

INDEMNITY

The Supplier shall indemnify, hold harmless and defend the Commissioners and the other political entities in Erie County, Ohio, and their employees, from and against any and all claims, liability, damage or loss to person or property which may arise or grow out of the performance of this contract by Supplier, Supplier's agents, employees, invitees or others acting on behalf of the Supplier.

INSURANCE REQUIREMENTS

The Supplier agrees to meet all insurance requirements, and workers' compensation requirements, as required by the Ohio Revised Code. This contract shall be governed by and construed in accordance with the laws of the State of Ohio.

MODIFICATION

This contract may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this contract shall be binding unless it is in writing and signed by all parties. In the event of cancellation of an executed order due to Commissioners' breach of contract, or for Commissioners' termination for convenience, Supplier will be compensated for product supplied to-date.

NOTICE TO PROCEED

The Supplier shall, upon receipt of a copy of the Erie County Commissioners resolution to enter into an agreement with supplier, provide product commencing on January 1st of the term described herein above. A purchase order, in accordance with the bidding documents shall be subsequently issued by Erie County.

NON-DISCRIMINATION

The Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. The Supplier shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. Supplier agrees to comply with all pertinent provisions of Section 153.59 of the Ohio Revised Code.

FINDINGS FOR RECOVERY

The Supplier affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Supplier agrees that, if this representation or warranty is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

COUNTERPARTS

This contract may be executed in two or more counterparts, each shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This contract may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

COMPONENT PARTS OF THIS CONTRACT

The executed contract documents shall consist of the following:

- a. This Contract
- b. Bid Specifications
- c. Signed copy of Bid
- d. Erie County Commissioner's Resolution to enter into an Agreement

These documents constitute the entire contract between the parties and its provisions shall be construed in accordance with the laws of the State of Ohio. This contract, together with other documents enumerated above, is as fully a part of the contract as if hereto attached or herein repeated, and forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated above shall govern, except as otherwise specifically stated.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

COMPASS MINERALS AMERICA, INC.

Signature

Title

48-1047632

Taxpayer I.D. #

BOARD OF COUNTY
COMMISSIONERS OF ERIE
COUNTY, OHIO

Patrick J. Shenigo

Mathew R. Old

Stephen L. Shoffner

Approved as to Form:

Asst. Prosecuting Attorney

Approved as to Content:

Jack Farschman, P.E., P.S., Erie County Engineer

Gary Weilnau, Building & Grounds Superintendent



TO: Mayor Tapp and City Council
FROM: Cory Swaisgood
RE: Ordinance No. 2022-49 (*submitted by Cory Swaisgood*)
DATE: September 27, 2022

Subject Matter/Background

Ordinance No. 2022-49 requests the Council's authorization for changes to the annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the detail.

Financial Review

See Exhibit "A" for financial review and details of supplemental appropriations and cash transfers among funds.

Legal Review

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

Recommendation

The Council should consider a motion adopting Ordinance No. 2022-49 as presented in order to maintain budgetary compliance.

[Ordinance No. 2022-49 Appropriations.doc](#)

[Ordinance No. 2022-49 Exhibit A Appropriations.pdf](#)

ORDINANCE NO. 2022-49

Introduced by Mark Claus

AN ORDINANCE AMENDING ORDINANCE NO. 2021-41, ADOPTED DECEMBER 14, 2021, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES AND TO PROVIDE FOR CASH TRANSFERS.

WHEREAS, pursuant to Ordinance No. 2021-41, adopted December 14, 2021, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2022 for the operations of all City departments and offices; and

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

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

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

SECTION 1. That Exhibit "A" of Ordinance No. 2021-41, adopted on the 14th day of December, 2021, as amended by Ordinance No. 2022-8 on January 25, 2022, as amended by Ordinance No. 2022-18 adopted on March 22, 2022, as amended by Ordinance 2022-24 adopted on April 26, 2022, as amended by Ordinance 2022-25 adopted on May 10, 2022, as amended by Ordinance 2022-30 adopted on May 24, 2022, as amended by Ordinance No. 2022-39 adopted on July 12, 2022, as amended by Ordinance No. 2022-41 adopted on July 26, 2022, as amended by Ordinance No. 2022-43 adopted on August 9, 2022 (and as amended on August 30, 2022), and as amended by Ordinance No. 2022-46 adopted on August 30, 2022, is hereby amended to provide for supplemental appropriations, appropriation transfers and cash transfers between funds as to each fund set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the Director of Finance and the City Manager are hereby authorized to expend the funds herein appropriated for the purpose of paying the operating expenses of the City for the fiscal year ending December 31, 2022, to make the cash transfers between and among those certain funds of the City, and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized to properly balance the various funds of the City.

SECTION 3. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 4. That in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately; **WHEREFORE**, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____.

CITY OF HURON
BUDGET APPROPRIATION ADJUSTMENTS AND CASH TRANSFERS
SUMMARY SHEET

Exhibit A

DATE: 9/27/2022
ORDINANCE: 2022-49

Appropriation Measure

Reason for Appropriation Measure

The appropriation measure is necessary to properly budget for the following activity:

- 1) The additional cash transfer from the Water Operating Fund (604) to the Water Capital Fund approved by Council earlier this year, totaling \$80,000.
- 2) To properly transfer \$15,000 budget within the General Fund for the Personnel Officer's part-time salary in 2022.
- 3) To properly budget for special overtime pay to police officers for 2022. An additional \$25,000 is necessary to pay these officers, which is reimbursement. An increase in estimated resources will offset this budget increase.

In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control and cash transfers. The net overall budgetary impact is **-\$105,000**, which will be offset by anticipated revenue. Current fund balance in all funds listed is sufficient to cover this activity.

APPROPRIATION MEASURE

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount	Total Appropriations After Adjustment
WATER FUND	604	Water Department	TRANSFER OUT	\$ 80,000.00	\$ 230,000
GENERAL FUND	110	Human Resources	PERSONNEL SERVICES	\$ 15,000.00	\$ 36,143
GENERAL FUND	110	Human Resources	OTHER EXPENSES	\$ (15,000.00)	\$ 563
GENERAL FUND	110	Police Department	PERSONNEL SERVICES	\$ 25,000.00	\$ 45,000

NET IMPACT ON TOTAL APPROPRIATIONS \$ 105,000.00



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Ordinance No. 2022-51 (*submitted by Stuart Hamilton*)
DATE: September 27, 2022

Subject Matter/Background

The City of Huron has an opportunity to enter in to agreement with American Municipal Power (AMP) to purchase 7MW of wind Generated power at \$47.75 per MW, over a contract period of three years. 1MW of this generation is aimed at stabilizing prices for HPP customers in the market portion of our power portfolio, which is extremely volatile, and is projected to be for the foreseeable future. 6MW is aimed at fulfilling a missing portion of Mucci power requirements, which currently they have to purchase off the open market. One downfall with wind power generation is that, if there is no wind, there is no power. So, with that being said, we will class this power as supplemental power which means when we receive our full allocation, it will be extremely beneficial, but if we do not, we understand that we will have to go back out to the market.

The total cost of the life of this contract will be \$8,784,090.00. If we end up long (over purchased) on this on any given month, we would sell any excess back to the market. The indicative market shows that prices will stay above \$75 MW for the next few years which should put us in a strong position if we sell back.

Financial Review

This contract will not impact the financial operations of the City. The City's rider on top of this generation contract with AMP will ensure the City's cost to service HPP is covered. Revenue from HPP customers and payment of the AMP bill are tracked in the Electric Fund (Fund 654).

Legal Review

The matter has been reviewed, follows normal administrative procedure and

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2022-51 is in order.

[Ordinance No. 2022-51 Wind Energy Purchase Locust Ridge Contract.doc](#)

[Ordinance No. 2022-51 Exhibit A Wind Energy Purchase Locust Ridge Contract.pdf](#)

CITY OF HURON, OHIO

ORDINANCE NO. 2022-51

Introduced by: Matt Grieves_

AN ORDINANCE APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF THE 2022 LOCUST RIDGE ENERGY SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC. AND TAKING OF OTHER ACTIONS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Huron, Ohio ("Municipality") owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, in order to satisfy the electric energy requirements of its electric utility system, Municipality has heretofore purchased, or desires to purchase in the future, economical, reliable and environmentally sound energy and related services from, or arranged by, American Municipal Power, Inc. ("AMP"), of which Municipality is a member; and

WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including Municipality, being political subdivisions that operate municipal electric utility systems; and

WHEREAS, Municipality, acting individually and through AMP with other political subdivisions of this and other states that own and operate electric utility systems, jointly, endeavors to arrange for reliable, environmentally sound and reasonably priced supplies of electric capacity and energy and related services for ultimate delivery to its customers; and

WHEREAS, it is efficient and economical to act jointly in such regard; and

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, AMP Contract No. C-3-2006-5025, which contemplates that Municipality shall enter into various schedules for the provision of capacity and associated energy and related services from AMP to Municipality; and

WHEREAS, certain Members, including the Municipality have determined that they can utilize additional sources of reliable energy on a long-term basis at reasonable

costs, and have requested that AMP arrange for the same by developing, purchasing or otherwise acquiring interests in certain energy facilities; and

WHEREAS, in furtherance of this purpose, AMP and Locust Ridge II, LLC (“Locust Ridge”) have entered into an energy purchase power agreement (“Locust Ridge PPA”) under the terms of which AMP is to purchase and Locust Ridge is to supply and sell up to approximately 100 MW of energy from the Locust Ridge Project located in Schuylkill Haven, Pennsylvania for a period of thirty six (36) months; and

WHEREAS, it is necessary and desirable for Municipality to enter into the 2022 Locust Ridge Energy Schedule to Municipality’s Master Services Agreement with AMP to provide for an additional source of energy; and

WHEREAS, Members now have the right, but not the obligation by the enactment of this Ordinance to authorize and request AMP to acquire energy from the Locust Ridge Project by approval and execution of the 2022 Locust Ridge Energy Schedule authorized below; and

WHEREAS, prior to the execution of the 2022 Locust Ridge Energy Schedule authorized through the adoption of this Ordinance AMP has (i) informed the Municipality of the terms of the Locust Ridge Energy Schedule; (ii) provided the Municipality the opportunity to review the Locust Ridge PPA terms and conditions (subject to price); and (iii) offered representatives of the Municipality the opportunity to ask such questions, review data and reports, conduct inspections and otherwise perform such investigations with respect to, as applicable, the acquisition of energy and the terms and conditions of the 2022 Locust Ridge Energy Schedule authorized below as Municipality deems necessary or appropriate in connection herewith; and

WHEREAS, after due consideration, the Municipality has determined it is reasonable and in its best interests to proceed as authorized herein below and requests and authorizes AMP to acquire energy from the Locust Ridge Project upon those terms and conditions set forth in the 2022 Locust Ridge Energy Schedule.

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

SECTION 1. That the 2022 Locust Ridge Energy Schedule between Municipality and AMP, substantially in the form attached hereto or on file with the Clerk, including Exhibits thereto, are approved, and the City Manager of Municipality is hereby authorized to execute and deliver the 2022 Locust Ridge Energy Schedule with such changes as the City Manager may approve as neither inconsistent with this Ordinance nor materially detrimental to the Municipality, his or her execution of the 2022 Locust Ridge Energy Schedule to be conclusive evidence of such approval.

SECTION 2. That the City Manager is hereby authorized to (i) acquire under the 2022 Locust Ridge Energy Schedule, authorized above, a Contract Amount as defined in that Schedule of up to 7,000 kW with a price of up to \$47.75/MWh for energy only

made available thereunder without bid, and (ii) make any determinations and approvals required thereunder, if any, as the City Manager shall deem necessary and advisable.

SECTION 3. If any section, subsection, paragraph, clause or provision or any part thereof of this Ordinance shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Ordinance shall be unaffected by such adjudication and all the remaining provisions of this Ordinance shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 4. That this Ordinance shall take effect at the earliest date allowed by law.

SECTION 5. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

SECTION 6. This Ordinance is hereby declared an emergency measure in order to take advantage of the pricing in the 2022 Locust Ridge Energy Schedule, and to therefore preserve the general welfare of the residents; **WHEREFORE**, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

**CITY OF HURON, OHIO
LOCUST RIDGE WIND ENERGY SCHEDULE TO
AMERICAN MUNICIPAL POWER, INC.
AND
CITY OF HURON, OHIO**

**MASTER SERVICES AGREEMENT
(AMP CONTRACT NO. C-3-2006-5025)**

WHEREAS, the City of Huron, Ohio ("Municipality") and American Municipal Power, Inc., ("AMP") have entered into a Master Services Agreement ("MSA") under which certain services may be provided, pursuant to schedules entered into between Municipality and AMP; and

WHEREAS, AMP has negotiated and executed an Energy Power Purchase Agreement, (AMP Contract No. 2022-008347-MAS) between AMP and Locust Ridge II, LLC ("Locust Ridge"), for the purchase of up to 100 megawatts of energy and ancillary services, (the "Locust Ridge PPA") from the Locust Ridge II Project ("Locust Ridge Project"), located in Schuylkill County, Pennsylvania, a copy of which has been made available to the Municipality; and

WHEREAS, the Locust Ridge PPA provides, among other things, significant opportunities for the Municipality to receive from AMP reliable, economic, energy through this schedule to the MSA (the "Locust Ridge Energy Schedule").

SECTION 1 - TERM

The term of this Locust Ridge Energy Schedule shall be effective as of the Delivery Date of the Locust Ridge PPA (October 1, 2022) as defined therein and shall thereafter be coterminous with the same, which is a thirty six (36) month term; provided, however, that Municipality's obligation to purchase and AMP's obligation to deliver energy only pursuant to this Locust Ridge Energy Schedule are both contingent on Avangrid's performance pursuant to the Locust Ridge PPA.

SECTION 2 - SERVICES

AMP agrees to procure as Seller, pursuant to (and its obligations hereunder are specifically dependent upon) the Locust Ridge PPA, output up to 100 MW of energy and ancillary services for the benefit of the Municipality (the "Contract Amount"). Municipality agrees to take and pay for such energy on a *pro rata* basis where and as available pursuant to the Locust Ridge PPA. Such *pro rata* amounts to be determined by multiplying the Municipality's percentage Contract Amount, as set forth on Exhibit B hereto, times the actual energy available from time to time under the Locust Ridge PPA.

SECTION 3 - DELIVERY POINTS

The Delivery Point(s) for this Locust Ridge Energy Schedule shall be the "Point of Delivery" as defined in the Locust Ridge PPA – the high-side of the facility's interconnection transformer with PPL Utilities - unless the same is modified in writing by the parties. There may also be a Secondary Delivery Point, or Points of Delivery. Municipality may change the Secondary Delivery Point(s) set forth on Exhibit D with AMP's consent, such consent not to be unreasonably withheld, provided that transmission to any modified Secondary Delivery Point shall be pursuant to appropriate Federal Energy Regulatory Commission ("FERC") tariffs at Municipality's expense, including the costs of any/all required ancillary services.

SECTION 4 - SCHEDULING

A. AMP shall cooperate with the Municipality to schedule the energy to a delivery point as directed by the Municipality.

B. Notwithstanding any other provision of this Locust Ridge Energy Schedule and the MSA, Municipality shall, when available, take and pay for the energy.

SECTION 5 - DEPENDENCE ON LOCUST RIDGE PPA

Municipality recognizes that AMP's ability to supply energy under this Locust Ridge Energy Schedule is dependent upon AMP's ability to arrange for the same pursuant to the Locust Ridge PPA. Additionally, Municipality recognizes that AMP entered into the Locust Ridge PPA primarily for the benefit of Municipality and the other Members of AMP and that AMP, pursuant to the Locust Ridge PPA, has certain rights as well as certain obligations. Accordingly, Municipality warrants to cooperate with AMP in such a manner as to facilitate AMP's performance of its obligations thereunder and releases AMP from any liability due to Locust Ridge's failure to perform.

SECTION 6 - RATES, CHARGES AND BILLING

A. Energy made available pursuant to this Locust Ridge Energy Schedule shall be charged at the base rates specified in the Locust Ridge PPA (such rate to be \$47.75/MWh) for the term of the Locust Ridge PPA as shown on Exhibit A and the costs set forth in Sections 6 (B) and (C) hereof, and the Energy Rate Schedules as the same may be modified by AMP from time to time and pursuant to the billing provisions herein and in the MSA;

B. The net of the following costs shall be included as a component of a uniform rate adjustment to be charged hereunder for energy delivered or made available to Municipality: (i) any ancillary service, congestion and marginal loss charges by PJM or any other applicable Regional Transmission Organization ("RTO") (ii) any costs or credits associated with differences between day ahead schedule and actual output, and (iii) as well as any costs incurred by AMP under the Locust Ridge PPA not

included in the rates set forth on Exhibit A (“Project Energy Rate Adjustment”). This creates a Project Energy Rate for the Locust Ridge Energy Schedule consisting of the charges in Exhibit A as adjusted as set forth in this Section 6 (see Exhibit E – Example Project Energy Rate Calculation). The Municipality shall also be responsible for any additional ancillary service, congestion or marginal loss charges to its Secondary Delivery Point.

C. In addition to the other compensation to be paid to AMP pursuant to this Locust Ridge Energy Schedule, Municipality shall also pay AMP the Service Fee specified in the MSA.

CITY OF HURON, OHIO

BY: _____

TITLE: Matthew Lasko, City Manager

DATE: _____

APPROVED AS TO FORM:

Municipality’s Legal Counsel

AMERICAN MUNICIPAL POWER, INC.

BY: _____

Jolene M. Thompson
President/CEO

DATE: _____

APPROVED AS TO FORM:

BY: _____
Lisa G. McAlister
SVP and General Counsel for
Regulatory Affairs

EXHIBIT A**RATE SCHEDULE FOR LOCUST RIDGE ENERGY SCHEDULE ***

Start Date	End Date	Price (\$/MWh)
October 1, 2022	September 30, 2025	\$47.75

*Reflects only those amounts that AMP will pay to Locust Ridge. Service fees, or other applicable charges will have to be supplied and added.

EXHIBIT B**Capacity Schedule**

	<u>kW</u>	<u>%</u>
Amount of Total Capacity Under Locust Ridge PPA (up to)	Up to 100,000	100%
Contract Amount of Municipality's Capacity (up to)	7,000	5%

EXHIBIT C

SECONDARY DELIVERY POINTS

[TO COME]

EXHIBIT D

EXAMPLE LOCUST RIDGE ENERGY SCHEDULE RATE CALCULATION

2023 Example Rate

Base Energy Rate = \$47.75/MWh

PJM Operating Reserves = \$0.10/MWh

PJM Market difference between Day Ahead schedule and Real Time output =
(\$0.20/MWh)

Final Project Energy Rate (example) = \$48.05 / MWh