RESOLUTION NO. 62-2021

Introduced by Christine Crawford

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE GRANT AWARD AND ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE, FOR THE CONSTRUCTION OF A FISH CLEANING STATION AT THE HURON BOAT LAUNCH IN THE AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000,000).

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

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to enter into an agreement with the Ohio Department of Natural Resources, Division of Wildlife, for a grant to maintain and construct at fish cleaning station at the Huron Boat Launch in an amount not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00), which agreement shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

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

 $\underline{SECTION\ 3}$. That this Resolution shall be in full force and effect immediately upon its adoption.

Sam Artino, Mayor

ATTEST:

Clerk of Council

ADOPTED:

4 SEP 2021

GRANT AGREEMENT

This Agreement is between the OHIO DEPARTMENT OF NATURAL RESOURCES, acting through its DIVISION OF WILDLIFE, ("ODNR") with offices located at 2045 Morse Rd., Columbus, OH, 43229, and CITY OF HURON, which is located at 417 Main St Huron, OH, 44839-1652 ("Grantee").

Grantee is an applicant who submitted a proposal (the "Grant Proposal") to ODNR. Under R.C. § 1501.01, ODNR may provide grants to eligible applicants for improving public motorboat facilities. Grantee has met the application requirements and has been approved by ODNR as eligible to receive this grant. Grantee will undertake the following with funding from this grant: Construct a fish cleaning station at the Huron Boat Ramp facility on Lake Erie.

The parties therefore agree as follows:

- 1. Award. ODNR hereby awards to the Grantee an award not to exceed \$ 500,000.00 for the performance and completion of the deliverables detailed in Attachment(s) Exhibit A. (the "Project").
- 2. Performance of Project. Grantee shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal, incorporated herein by reference as though fully set forth herein, as well as the terms set forth in this Agreement. Grantee shall: (1) perform and complete the Project as set forth herein; (2) promptly submit the ODNR such reports and documents as ODNR may request; (3) establish a separate special account for the funds for the acquisition and/or development of the Project; (4) not change any of the terms, promises, conditions, plans, specifications, estimates, procedures, maps, or assurances set forth in the Grant Proposal unless the proposed change is approved by ODNR. ODNR reserves the right to audit the special account created by Grantee, pursuant to this paragraph, either during or after the completion of the Project.
- 3. Notice. All notices, consents, and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

Grantee Contact:	ODNR Contact:
Matthew Lasko	Scott Hale
City Manager City of Huron 417 Main Street Huron, OH 44839-1652 citymanager@huronohio.us 419-433-5000 ext. 1102	Executive Administrator, Fish Management and Research ODNR Division of Wildlife 2045 Morse Rd. Bldg G-3 Columbus, OH 43229

- 4. Period of Performance. Implementation of the Project shall not commence until this Agreement is effective. This Agreement shall be effective as of the date on which it is signed by an authorized representative of ODNR. ODNR shall not be responsible for any costs incurred by the Grantee prior to the date this Agreement becomes effective. This Agreement shall terminate on June 30, 2023 unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein.
- 5. Termination by ODNR. Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever, upon written notification to the Grantee. If ODNR terminates this Agreement, the Grantee will be paid for any non-cancelable obligation properly incurred by the Grantee prior to termination. Grantee shall return any unused grant funds to ODNR within thirty (30) days of termination.
- 6. Termination by Grantee. Any time after signing this Agreement, Grantee may terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Grantee terminates this Agreement, Grantee shall not incur any new obligations using grant funds and shall use its reasonable best efforts to cancel as many outstanding obligations of grant funds as possible. Grantee shall return all unused grant funds to ODNR within thirty (30) days of termination. Upon Grantee's termination, Grantee shall repay ODNR all funds transferred under this Agreement.
- 7. **Nondiscrimination in Employment.** Pursuant to R.C. § 125.111 and ODNR policy, Grantee agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the activities. Grantee further agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the activities on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, handicap, or any disability. Grantee shall cooperate with the state Equal Employment Opportunity Coordinator, with any other official or agency of the state or federal Government which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Agreement, and Grantee shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard.

- 8. Workers' Compensation. Grantee shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Grantee, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.
- Compliance with Laws. Grantee, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

- 10. Open Trade. Pursuant to R.C. § 9.76(B), Grantee warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
- 11. Liability; Indemnification. Grantee shall be solely responsible for any and all claims, demands, or causes of action arising from Grantee's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.
- 12. **Drug-Free Workplace.** Grantee agrees to comply with all applicable state and federal laws regarding drug-free workplace.
- 13. **Use of MBE and EDGE Vendors.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises ("MBE") and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity ("EDGE") businesses. ODNR encourages Grantee to purchase goods and services from Ohio-certified MBE and EDGE vendors.
- 14. Events of Significant Impact. Grantee shall immediately notify ODNR of developments that have a significant impact on the activities supported under this award. Also, notice must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- 15. **Public Records.** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552) or Ohio public records laws.
- 16. **Debarment and Suspension.** Grantee certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void *ab initio* and Grantee shall immediately repay ODNR all funds transferred by this Agreement.
- 17. Findings for Recovery. Grantee represents and warrants 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. Grantee agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery.
- 18. Ohio Ethics Law. The Grantee certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contacts or grants with the State of Ohio.

- 19. Expenditure of Public Funds for Offshore Services. The Grantee affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. Grantee has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order can be accessed at the following website: https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d.
- 20. Campaign Contributions. The Grantee affirms that, as applicable to it, no party listed in R.C. § 3517.13(I) or R.C. § 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or the Governor's campaign committees.
- 21. Non-Appropriation. Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is agreed that ODNR's payments are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.
- 22. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- 23. **Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- 24. **Assignment.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee.
- 25. **Qualifications.** Grantee represents that it has all approvals, licenses, or other qualifications needed to conduct its business in Ohio and that all are current.
- 26. **Conflicts.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.
- 27. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- 28. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C.

- § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
- 30. Entire Agreement. This Agreement, including any attachments, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

[SIGNATURE PAGE FOLLOWS]

Page 5 of 8

Each party is signing this Agreement on the date stated below that party's signature.

GRANTEE	OHIO DEPARTMENT OF NATURAL RESOURCES
CITY OF HURON	DIVISION OF WILDLIFE
Ву:	Ву:
Printed Name: Matthew Lasko	Printed Name:
Title: <u>City Manager</u>	Title:
Date: 9-15-2021	Date:

STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER [2019-12D]
Banning the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands, and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Agreement outside of the United States.

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive and the Agreement will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces. Attach a supplemental sheet, if necessary.

1.	Principal location of business of Contractor:	
	(Address)	(City, State, Zip)
	Name/Principal location of business of subcont	ractor(s):
	(Name)	(Address, City, State, Zip)
	(Name)	(Address, City, State, Zip)
2.	Location where services will be performed by C	Contractor:
	(Address)	(Address, City, State, Zip)
	Name/Location where services will be perform	ed by subcontractor(s):
	(Name)	(Address, City, State, Zip)
	(Name)	(Address, City, State, Zip)

(Address)	(Address, City, State, Zip)
Name/Location(s) where State data subcontractor(s):	will be stored, accessed, tested, maintained, or backed-up by
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
Location where services to be perfor	rmed will be changed or shifted by Contractor:
(Address)	(Address, City, State, Zip)
Name/Location(s) where services wi	Il be changed or shifted to be performed by subcontractor(s):
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

Exhibit A

OHM

Client:

City of Huron

FISH CLEANING FACILITY - SCHEMTATIC DESIGN COST ESTIMATE Project:

OHM Advisors

6001 Euclid Avenue, Suite 130

Cleveland, OH 44103

Wednesday, June 30, 2021

No.	Description	Qty.	Unit	Unit Cost	Total
	SITE PREPARATION				\$ 25,750.00
1	Pavement Removal (including sawcutting)	300	SF	\$ 10.00	\$ 3,000.00
2	Concrete Walk Removal	500	SF	\$ 2.50	\$ 1,250.00
3	Tree Removal	3	EACH	\$ 250.00	\$ 750.00
4	Gravel Removed	500	SF	\$ 1.50	\$ 750.00
5	Misc Demolition	1	LUMP	\$ 5,000.00	\$ 5,000.00
6	Earthwork	1	LUMP	\$ 15,000.00	\$ 15,000.00
	UTILITIES				\$ 51,125.00
7	1" Water Service Line From Existing Building	120	LF	\$ 85.00	\$ 10,200.00
8	Replace Existing Lift Station with Duplex Pumps	1	LUMP	\$ 12,000.00	\$ 12,000.00
9	Fat Oil Grease (FOG) Seperator	1	LUMP	\$ 10,000.00	\$ 10,000.00
10	6" Sanitary	135	LF	\$ 55.00	\$ 7,425.00
11	6" Sanitary Drain (Stainless Steel)	6	EACH	\$ 250.00	\$ 1,500.00
12	6" Sanitary Cleanout	1	LUMP	\$ 750.00	\$ 750.00
13	Drain Inlet	1	EACH	\$ 1,200.00	\$ 1,200.00
14	12" Storm Drain	68	LF	\$ 100.00	\$ 6,800.00
15	Half Height End Wall	1	EACH	\$ 1,250.00	\$ 1,250.00
	SITE IMPROVEMENTS				\$ 43,725.00
16	4" Concrete Walks	2450	SF	\$ 7.50	\$ 18,375.00
17	Concrete Steps, with Handrails	1	LUMP	\$ 4,500.00	\$ 4,500.00
18	Accessible Curb Ramp	2	EACH	\$ 1,250.00	\$ 2,500.00
19	Integral Curb	165	LF	\$ 30.00	\$ 4,950.00
20	Asphalt Pavement (Make ready spots)	1400	SF	\$ 5.00	\$ 7,000.00
21	Asphalt Pavement Repair	300	SF	\$ 10.00	\$ 3,000.00
22	Pavement / Crosswalk Striping	1	LUMP	\$ 2,500.00	\$ 2,500.00
23	Accessible Parking Signs	2	EACH	\$ 450.00	\$ 900.00
	BUILDING & STRUCTURE				\$ 268,640.00
24	Concrete Pad	1055	SF	\$ 8.00	\$ 8,440.00
25	Shade Structure (22' x 44')	1	ALLOW	\$ 85,000.00	\$ 85,000.00
26	Stainless Steel Fish Cleaning Equipment (2 tables with built in grinders)	1	ALLOW	\$ 145,000.00	\$ 145,000.00
27	Stainless Steel Utility Hand Washing Sink	2	EACH	\$ 1,500.00	\$ 3,000.00
28	Ornamental Fencing	120	LF	\$ 135.00	\$ 16,200.00
28	Ornamental Fence Gates	2	EACH	\$ 2,500.00	\$ 5,000.00
29	Hose Bib Connections / Washdown	2	EACH	\$ 500.00	\$ 1,000.00
29	Misc. Mechanical	1	LUMP	\$ 5,000.00	\$ 5,000.00
	ELECTRICAL				\$ 36,250.00
#REF!	Electrical Service (From Existing Building)	50	LF	\$ 175.00	\$ 8,750.00
#REF!	Shade Structure Power (1	LUMP	\$ 7,500.00	\$ 7,500.00
#REF!	Shade Structure Lighting	1	LUMP	\$ 20,000.00	\$ 20,000.00
				Subtotal:	\$ 425,490.00

20% Contingency:

\$ 85,100.00

15% General Conditions / Mobilization:

\$ 63,900.00

Total Construction Cost:

\$ 574,490.00

10% Design Fees (soft costs): 4% Construction Engineering & Inspection: \$ 57,500.00 \$ 23,000.00

1.5% Topographic Survey:

\$8,700.00

1.5% Soil Borings / Geotech:

\$8,700.00

Total 2021 Project Cost Estimate, Including Soft and Hard Costs:

\$ 672,400.00

\$ 694,000.00 2022 Cost: \$ 716,000.00 2023 Cost: \$ 734,000.00 2024 Cost: \$ 757,000.00 2025 Cost: \$ 782,000.00

2026 Cost:

HURON FISH CLEANING FACILITY

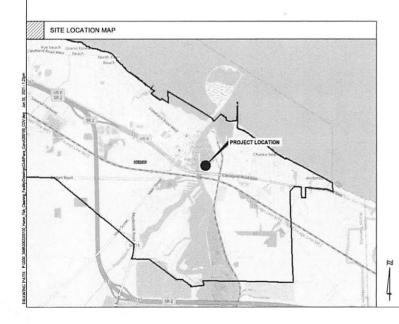
HURON MUNICIPAL BOAT RAMP - US-6 HURON, OHIO 44839

100% SCHEMATIC DESIGN

6.30.2021

SHEET INDEX:

C-000	TITLE SHEET
C-100	REMOVAL PLAN
C-200	SITE PLAN
C-300	GRADING PLAN
C-400	SITE UTILITY PLAN
C-500	DETAILS
C-501	DETAILS - SHADE STRUCTURE
F-100	SITE ELECTRICAL PLAN





Owner: City of Huron 417 Main Street Huron, OH 44839

SITE DATA

MUNICIPALITY: CITY OF HURION
PARCEL NUMBERISS: 42-42120.000

42-42120.000

B-3 OFMERA BUSINESS, 41-2
CEMERAL ROUSTRICT:
CEMERAL ROUSTRICT:
TOTAL LOT AREA

8.15 AGRES

Consultant:
OHM Advisors
6001 EUCLID AVE, SUITE 130
CLEVELAND, OH 44103
P (216) 865-1335 F (440) 546-1059

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