



Trey Hardy
Councilmember

Christine Crawford
Councilmember

Joe Dike
Councilmember

Sam Artino
Mayor

Monty Tapp
Vice-Mayor

Mark Claus
Councilmember

Joel Hagy
Councilmember

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, August 11, 2020 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

LIVESTREAM MEETING INFORMATION Pursuant to Resolution No. 2020-44 adopted by the Huron City Council on June 17, 2020, this regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live-streamed on the City of Huron's YouTube channel. The public is free to access, observe and hear the discussions and deliberations of all members of City Council via the following link:
<https://www.youtube.com/channel/UCpRAV-AnmIA6lfukQzKakQg>

Please note that as all large public gatherings remain prohibited pursuant to Orders of the Ohio Department of Health and President Trump's coronavirus guidelines, participation in person is highly discouraged. All persons entering the building for the Council Meeting will be required to wear a face mask and subjected to a temperature screening prior to being granted entry.

A public comments section is included on the meeting agenda. Public participation is protected through submission of comments and questions to the Clerk of Council by phone (419-433-5000 ext. 104) or via e-mail (terri.welkener@huronohio.us) on or before 3:00pm on the day immediately preceding the meeting of Council. Such comments or questions will be read aloud by the Clerk of Council at the meeting of the body to which it is addressed. Anyone wishing to be heard during the meeting must make arrangements with the Clerk of Council by calling (phone: 419-433-5000, ext. 1102) or via e-mail (terri.welkener@huronohio.us) on or before 3:00pm on Monday, August 10, 2020. Such participation, unless otherwise authorized, must be by telephone. If anyone is unable to participate by phone for any reason, limited exceptions for personal attendance may be authorized.

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

II. Roll Call of City Council

III. Approval of Minutes

III.a Minutes of the July 14, 2020 regular Council meeting, the July 29, 2020 Council work session, and the July 29, 2020 regular Council meeting.

IV. Audience Comments The Clerk of Council will read any public comments or questions received.

V. Old Business

V.a Legal Discussion re: Showboat Property

V.b Legal Discussion re: ConAgra Land Swap/Easement

VI. New Business

VI.a Ordinance No. 2020-18

An ordinance to proceed with improvement of public places in the City by lighting.

VI.b Ordinance No. 2020-19

An ordinance levying the special lighting assessment.

VI.c Resolution No. 2020-52

A resolution authorizing the Interim City Manager to enter into an agreement with RMH Concrete & Foundations Inc. relating to the Rye Beach Park Storm Sewer Project.

VI.d Resolution No. 2020-53

A resolution authorizing the Interim City Manager to enter into an agreement with OHM Advisors for the provision of inspection services relating to the Rye Beach Park Storm Sewer Project.

VI.e Motion to refer question of allowing first floor residential occupancy in a B-2 District to the Planning Commission.

VI.f Resolution No. 2020-54

A resolution authorizing the Interim City Manager to enter into a contract for the purchase of a fire engine.

VII. City Manager's Discussion

VIII. Mayor's Discussion

IX. For the Good of the Order

X. Executive Session(s)

XI. Adjournment



TO: Mayor Artino and City Council
FROM: Terri Welkener , Clerk of Council
RE: Ordinance No. 2020-18
DATE: August 11, 2020

Subject Matter/Background

Ordinance Nos. 2020-18 and 2020-19 relate to the 2020, 2021 and 2022 Public Lighting Assessment and have been prepared by Bond Counsel following the required publication and noticing period.

A total of nineteen (19) properties were notified by certified mail as required for estimated assessments of \$250.00 or more. The noticing period for the publication and individual mailings has expired with no appeal letters received; therefore, the legislative process can move forward with the final two ordinances for Council adoption.

Pursuant to the discussions in prior work sessions and Council meetings, the Administration has directed bond counsel to prepare legislation based on an anticipated millage of 0.73%. The proceeds of the lighting assessment are anticipated to fund the annual liabilities associated with existing street, traffic and facility lighting and maintenance as well as various capital improvement lighting projects.

Ordinance No. 2020-18 provides authorization to proceed with the project as prepared.

Ordinance No. 2020-19 will authorize the assessment as prepared and is the final legislative step in the assessment process.

Adoption of these ordinances will allow Administration to prepare the final legal notice for publication and certify the legislation for submission to the County Auditor for placement and collection of the assessment on property tax records.

Financial Review

The proposed millage of .73 to be collected in 2021, 2022 and 2023 is expected to generate approximately \$163,000 annually over the 3-year time frame and will accommodate the expense related to public lighting costs and the specified capital lighting projects identified.

The City accounts for the street lighting assessment collections in the Street Lighting Assessment Fund (Fund 215). The 1/1/2020 fund balance was \$232,000, with anticipated revenue of \$230,000 in 2020. After budgeting for the utility and maintenance costs of street lights, the City budgeted two capital improvement projects totaling over \$230,000 in 2020. The capital projects are lights at the amphitheater and US 6 corridor lighting.

Legal Review

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

Recommendation

If Council is in support of the request, a motion adopting Ordinance No. 2020-18 as an emergency measure is in order.

[Ordinance No. 2020-18.doc](#)

ORDINANCE NO. 2020-18

Introduced by: Trey Hardy

AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF CERTAIN PUBLIC PLACES IN THE CITY BY LIGHTING, AND DECLARING AN EMERGENCY.

WHEREAS, this Council has adopted Resolution No. 2020-40 on June 23, 2020 (the Resolution), declaring the necessity of making the improvement described in Section 1;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Huron, Erie County, Ohio, that:

Section 1: It is determined to proceed with and complete the improvement of certain public places in the City by lighting in accordance with Ordinance No. 2005-39, passed by Council on July 25, 2005.

Section 2: The improvement shall be made in accordance with the provisions of the Resolution and with the plans, specifications, profiles and estimate of cost previously approved and now on file in the office of the Clerk of Council.

Section 3: All claims for damages resulting from the improvement that have been legally filed shall be inquired into prior to completion of the improvement, and the Director of Law is authorized and directed to institute legal proceedings in a court of competent jurisdiction to inquire into those claims.

Section 4: The portion of the cost of the improvement to be assessed in accordance with the Resolution shall be assessed in the manner and pursuant to the payment schedules set forth, and on the lots and lands described, in the Resolution.

Section 5: The estimated special assessments previously prepared and filed in the office of the Clerk of Council are adopted.

Section 6: The Clerk of Council shall deliver a certified copy of this ordinance to the County Auditor within 15 days after its passage.

Section 7: Subject to the provisions of Section 727.24 of the Revised Code, the City Manager is authorized and directed to make and sign (or to confirm) a contract for the improvement, as applicable, and such contract is ratified and approved.

Section 8: This Council finds and determines that all formal actions of this Council and any of its committees 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 those formal actions were in meetings open to the public, all in compliance with the law.

Section 9: This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, safety and welfare of the City and for the further reason that this ordinance is required to be immediately effective so that it may be timely certified to the County Auditor so as to permit collection starting next year to meet the costs of the improvement, which is needed to reduce or eliminate hazards to pedestrian and vehicular traffic and to provide safe conditions for use of the public places by the residents of the City and service departments of the City; wherefore, this ordinance shall be in full force and effect immediately upon its passage.

ADOPTED: _____

Sam Artino, Mayor

ATTEST: _____

Clerk of Council

ORDINANCE NO. 2020-19

Introduced by: Trey Hardy

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE IMPROVEMENT OF CERTAIN PUBLIC PLACES IN THE CITY BY LIGHTING, AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Huron, Erie County, Ohio, that:

Section 1: The special assessments for the cost and expense of improving certain public places in the City by lighting in accordance with Ordinance No. 2005-39 passed by Council on July 25, 2005, pursuant to Resolution No. 2020-40 adopted June 23, 2020, to be levied annually at the rate of 0.73% of the tax value of the property assessed, which special assessments were filed and are on file with the Clerk of Council, are adopted and confirmed. Those special assessments are levied and assessed upon the lots and lands provided for in Resolution No. 2020-40 in the respective amounts set forth in the schedule of special assessments on file, which special assessments are in proportion to the special benefits and are not in excess of any statutory limitation.

Section 2: This Council finds and determines that the special assessments are in the same proportion to the estimated special assessments as the actual cost of the improvement is to the estimated cost of the improvement as originally filed.

Section 3: The special assessment against each lot or parcel of land shall be payable in three annual installments to be collected in the years 2021, 2022 and 2023. All special assessments shall be certified by the Clerk of Council to the County Auditor as provided by law to be placed on the tax duplicate and collected as taxes are collected.

Section 4: The Clerk of Council shall cause a notice of the passage of this ordinance to be published once in a newspaper of general circulation in this City and shall keep on file in the office of the Clerk of Council the special assessments.

Section 5: The Clerk of Council shall deliver a certified copy of this ordinance to the County Auditor within 20 days after its passage.

Section 6: This Council finds and determines that all formal actions of this Council and any of its committees 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 those formal actions were in meetings open to the public, all in compliance with the law.

Section 7: This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, safety and welfare of the City and for the further reason that the levy of the special assessments may be immediately effective so that it may be timely certified to the County Auditor so as to permit collection starting next year to meet the costs of the improvement, which is needed to reduce or eliminate hazards to pedestrian and vehicular traffic and to provide safe conditions for use of the public places by the residents of the City and service

departments of the City; wherefore, this ordinance shall be in full force and effect immediately upon its passage; wherefore, this ordinance shall be in full force and effect immediately upon its passage.

ADOPTED: _____

Sam Artino, Mayor

ATTEST: _____

Clerk of Council



TO: Mayor Artino and City Council
FROM: Terri Welkener , Clerk of Council
RE: Resolution No. 2020-52
DATE: August 11, 2020

Subject Matter/Background

The Administration is requesting Council approval and award of bid for the "Rye Beach Park Storm Sewer" project. On July 29, 2020, bids were publicly opened for the storm sewer project with an engineer's estimated cost of \$91,304.00. The low bid as reviewed and recommended by OHM Advisors is RMH Concrete & Foundations Inc. at \$68,999.40. The bid tabulation and OHM's letter of recommendation are attached as Exhibit A.

NOTE: RMH Concrete & Foundations Inc. neglected to sign the actual Bid Guaranty. Page 19 of the bid package "Supplemental Bond Acknowledgement " form was signed. OHM recommends acceptance of this bid with waiver approval by the City regarding the missing signature (per Section 103.01 of ODOT Construction and Materials Specification regarding waiver of technicalities).

Financial Review

The Rye Beach Park Storm Project was included in the City's capital budget for 2020. The total cost of the project, with inspection, came in under budget at approximately \$82,000. The 2020 budget includes appropriations for \$100,000 for this project. The City will utilize the capital improvement fund (Fund 401) to pay for the Rye Beach Park Storm Project. In addition to the savings on this project, Staff is comfortable using Fund 401 since other budgeted capital projects were put on hold for 2020 (e.g. City hall renovations and US6 bridge improvements).

Legal Review

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

Recommendation

If the Council is in support of the request, a motion to waive the three-reading rule and to adopt Resolution No. 2020-52 is in order.

[18249_Huron_Rye Beach SS_recommendation to award contract_FINAL.pdf](#)
[Resolution No. 2020-52.doc](#)



August 3, 2020

City of Huron
Mike Spafford, Interim City Manager
417 Main Street
Huron, OH 44839

Rye Beach Park Storm Sewer
City of Huron

Recommendation to Award Contract

We hereby request that Council legislation be prepared to authorize the award of the above referenced project as follows:

Engineer's Estimate

- The Engineer's Official Estimate of Probable Cost for this Project is \$91,304.00.

Bids Received

- The Engineer (OHM Advisors) has reviewed all bids and hereby provides the following list of Bidders and bid prices:

Bidder	Base Bid
1. RMH Concrete & Foundations Inc	\$ 68,999.40*
2. Dellinger Excavating Inc	\$ 78,399.00
3. Ed Burdue & Company LLC	\$ 78,945.00
4. JMJ Incorporated Ltd	\$ 79,496.39**
5. HF Gerald Construction Co	\$ 84,808.00***
6. Geotech Services, Inc	\$108,278.46****

Review Notes

*RMH Concrete & Foundations Inc neglected to sign the actual Bid Guaranty. Page 19 of the bid package "Supplemental Bond Acknowledgement" form was signed.

**JMJ Incorporated Ltd did not have page 19 "Supplemental Bond Acknowledgement" form signed by their surety. Page 20 "Bidder's Insurance Agent's Affidavit" was not signed or notarized by their agent. They also had the following mathematical errors:

- Ref No 102 Unit price on bid form \$950.00, actual unit price \$948.15
- Ref No 301 Unit price on bid form \$5,800.00, actual unit price \$5,800.19
- Ref No 801 Unit price on bid form \$1,500.00, actual unit price \$1,499.85
- Ref No 802 Unit price on bid form \$4,500.00, actual unit price \$4,499.88
- Ref No 803 Unit price on bid form \$1,850.00, actual unit price \$1,849.32
- Ref No 804 Unit price on bid form \$1,000.00, actual unit price \$999.00



***HF Gerald Construction Co had the following mathematical error:
Bid Total on bid form \$79,408.00, actual bid total \$84,808.00

***Geotech Services, Inc had the following mathematical errors:
Ref No 2 Bid item total on bid form \$500.00, actual bid item total \$2,500.00
Ref No 100 Total unit price on bid form \$100, actual total unit price \$1,700.00

Summary of Award – (Use if omission / errors with bid package)

The bid documents adhere to the General Provisions of Section 100 of the 2019 ODOT Construction and Materials Specification, as described on pages 7 thru 11 of the bid documents. Section 103.01 gives the City the authority to waive technicalities, thus the City may waive errors as described in the Review Notes above.

- Upon review of references, equipment, materials, suppliers, subcontractors, and all documents submitted as required by the bid documents, the Engineer hereby recommends the award of the contract to the following lowest and best bidder:

✓ \$ 68,999.40 RMH Concrete & Foundations Inc with waiver approval by the City

Or the next lowest and best bidder

✓ \$78,399.00 Dellinger Excavating Inc. without need for a waiver by the City

Should you have any questions or require additional documentation, please let me know.

Sincerely,
OHM Advisors

Chad M. Lewis, PE
Project Manager

RESOLUTION NO. 2020-52

Introduced by Christine Crawford

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND ENTER INTO AN AGREEMENT WITH RMH CONCRETE & FOUNDATIONS INC. FOR LABOR AND MATERIALS RELATED TO THE RYE BEACH PARK STORM SEWER PROJECT IN AN AMOUNT NOT TO EXCEED SIXTY-EIGHT THOUSAND NINE HUNDRED NINETY-NINE AND 40/100 DOLLARS (\$68,999.40)

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

SECTION 1. That the City having advertised for bids in connection with the Rye Beach Park Storm Sewer Project this Council finds RMH Concrete & Foundations Inc. to be the lowest and best bidder for such work. Therefore, the City Manager shall be, and he hereby is, authorized and directed to award the bid and enter into an agreement with the said RMH Concrete & Foundations Inc. for undertaking the work called for in the Rye Beach Park Storm Sewer Project bid package, in an amount not to exceed Sixty-Eight Thousand Nine Hundred Ninety-Nine and 40/100 Dollars (\$68,999.40), which agreement shall be in substantially in the form of the Rye Beach Park Storm Sewer Project Contract on file in the office of the Clerk of Council.

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

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

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Artino and City Council
FROM: Mike Spafford , Interim City Manager
RE: Resolution No. 2020-53
DATE: August 11, 2020

Subject Matter/Background

Resolution No. 2020-53 will accept the proposal and authorize an agreement with OHM Advisors for the provision of Inspection Services on the Rye Beach Park Storm Sewer Project in an amount not to exceed \$12,500.00.

Financial Review

The inspections services related to the Rye Beach Park Storm Project was included in the City's capital budget for 2020. The total cost of the project, with inspection, came in under budget at approximately \$82,000. The 2020 budget includes appropriations for \$100,000 for this project. The City will utilize the capital improvement fund (Fund 401) to pay for the Rye Beach Park Storm Project. In addition to the savings on this project, Staff is comfortable using Fund 401 since other budgeted capital projects were put on hold for 2020 (e.g. City hall renovations and US6 bridge improvements).

Legal Review

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

Recommendation

If Council is in support of the request, a motion to adopt Resolution No. 2020-53 would be in order.

[Resolution No. 2020-53.doc](#)

[Resolution No. 2020-53 Exhibit A.pdf](#)

RESOLUTION NO. 2020-53

Introduced by: Christine Crawford

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR THE PROVISION OF INSPECTION SERVICES RELATED TO THE RYE BEACH PARK STORM SEWER PROJECT AT A COST NOT TO EXCEED TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00)

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 OHM Advisors for the provision of inspection services relative to the Rye Beach Park Storm Sewer Project, at a cost not to exceed Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



August 5, 2020

City of Huron
Mike Spafford, Interim City Manager
417 Main Street
Huron, OH 44839

RE: Inspection Services for Rye Beach Park Storm Sewer CA/CM/CI
Location: Huron, Ohio
Proposal # 20232

Dear Mr. Spafford:

The following scope of services, price proposal to perform CA/CM/CI, and project schedule which represent our understanding of the subject project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

Proposal Outline

Proposal Outline..... 1

Scope of Services (Construction Tasks) 2

Price Proposal..... 3

Standard Terms & Conditions 4

COVID-19 Disclaimer..... 4

Sincerely,
OHM Advisors

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

Authorization to Proceed

Signature Date

Printed Name Title

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



Scope of Services (Construction Tasks)

Task #175 Pre-Construction Services

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

Task #176 Construction Services (CA/CM/CI)

- The following services are included in the fee shown:
 - Coordination with Contractor, Utilities, Safety Forces, Residents, and Businesses
 - Prepare daily inspection reports
 - Regular progress meetings with contractor
 - Inspection and testing services
 - Response to RFIs (request for information) from contractor
 - Review of pay requests and recommendations for payment
 - Negotiation of Change Orders
 - Prevailing Wage Verification
 - Coordination of Funding Reimbursements
 - Staffing will include the following:
 - Construction Inspector: On-Site during all working hours of construction
 - Field Client Representative: On-site weekly reviews with construction inspector, and Off-Site Coordination via phone with Inspector, Contractors, Owner and Construction Manager
 - Construction Manager: On-site Reviews as needed / Off-Site Coordination with Inspector, Contractors, and Owner where possible via phone to control costs
 - Construction Engineer: Involved on an as-needed basis to facilitate field decisions and design-related issues.
 - Construction Administrative Assistant: Coordination of all documentation from pre-construction, contracts, pay requests, and close-out documents.
 - Typical Weekly Staffing for a 40-hour/week construction project is approx.:
 - Construction Inspector: 40 Hours
 - Field Client Representative 8 Hours
 - Construction Manager: 3 Hours
 - Construction Engineer: 1 Hour
 - Construction Admin: 2 Hours
 - Total Budget Cost per 40-hour week Project = \$ 4,800
- Total Cost is therefore directly related to the time duration of the construction project.



Task #177 Post-Construction Services

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

Project Schedule

Total Project Schedule duration equals **2 weeks**.

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

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

- This task has been included as an “If Authorized” fee in the event that one or more of the following conditions occur:
 - The Contractor’s work schedule exceeds the number of weeks shown above in the Project Schedule.
 - The Contractor’s work schedule includes work weeks exceeding 40 hours.
 - The Contractor’s work process requires multiple work crews and therefore multiple inspectors on-site simultaneously.
 - The Contractor is granted extra time (time extension) to complete the project.
 - The Contractor is awarded a change order for additional work or changed work conditions.
- If any of the above conditions apply, the Engineer shall document and estimate the total cost to complete the additional inspection services and request authorization/approval from the Owner to cover these costs.

Price Proposal

#	Construction Tasks	Fee
Task #175	Pre-Construction Services	\$ 1,500
Task #176	Construction Services (CA/CM/CI)	\$ 9,500*
Task #177	Post Construction Services	\$ 1,500
Task #178	Additional Construction Services (CA/CM/CI)- (If Authorized)	\$TBD
Grand Totals =		\$ 12,500

Notes:

- Task #175 & Task #177 shall be billed as Fixed Fee.
- Task #176 & Task #178(If Authorized) shall be billed at the Standard Hourly Rates. *(Not to Exceed)



Anticipated Project Schedule

Construction Tasks: September 2020 through October 2020

Standard Terms & Conditions

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

COVID-19 Disclaimer

As we submit this proposal, the world is in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. The Time Schedule is based on operating in a normal environment. Our team, like the City, is adjusting our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as field services delays, required resource agencies, and key staff illness that neither OHM Advisors nor the City have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with the City's staff to develop a plan to deal with unforeseen issues.



TO: Mayor Artino and City Council
FROM: Mike Spafford , Interim City Manager
RE: Resolution No. 2020-54
DATE: August 11, 2020

Subject Matter/Background

The Fire Department began the process of purchasing a new fire engine in 2019. Delivery of the new fire engine is tentatively scheduled to arrive the week of August 10, 2020, ahead of schedule. In accordance with the City's fire contract with the Township, the fire engine's cost will be split 50/50 between the City and Township. Under the City's purchasing requirements, City Council must approve payments over \$25,000.

The signed contract with Advantage Service and Parts, LLC, is attached. The contract was signed by the Township to secure competitive state pricing in 2019.

Financial Review

Purchase of the fire engine is budgeted through 2020 appropriations in the City's Capital Equipment fund (Fund 403). The total cost of the fire engine is expected to be approximately \$588,000. The City's portion of the fire engine will not exceed \$295,000.

Legal Review

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

Recommendation

If Council is in agreement, a motion to adopt Resolution No. 2020-54 is in order.

[Summary Resolution No. 2020-54 Exhibit A.pdf](#)
[Resolution No. 2020-54.doc](#)

Purchase Agreement

This Agreement ("Agreement") is made this day of May, 2019, by and between Advantech Service and Parts, LLC, 5609 Gundy Dr. PO Box 556, Midvale, Ohio 44653 (hereinafter "Company") and Huron Township Trustees, 1820 Bogart Rd. Huron, Ohio 44839. (hereinafter "Buyer").

1.) Purchase: The Company agrees to sell, and the Buyer agrees to purchase, the fire apparatus and equipment described in the Company's Proposal and the Specifications attached hereto and hereby incorporated by reference (the "Apparatus"), all in accordance with the terms and conditions of this Agreement. Changes to the Specifications attached hereto will only be executed by the Company if documented by a Change Order signed by both parties. In the event of any conflict between the Company's Proposal and the Buyer's Specifications, the Company's proposal shall prevail.

2.) Price: Buyer agrees to pay a Purchase Price of Five Hundred Eighty-Eight Thousand Two Hundred and Twenty Dollars \$588,220.00 (USD/CAD\$). Unless otherwise specified, this Purchase Price is exclusive of all Federal, State or local taxes of any nature. Any such taxes are the sole responsibility of the Buyer unless specifically added to the Purchase Price, at which time they will be paid by the Company; provided, however, if the Buyer claims the Order is exempt from any tax, Buyer agrees to furnish the applicable exemption certificate to the Company and to hold the Company harmless from any damage which may result from the Company ultimately having any such tax assessed against it.

Buyer agrees that the terms of payment shall be cash or cash equivalent due upon delivery at the plant of manufacture. If other than cash due upon delivery, check the appropriate box.

Lease-Purchase Agreement - Financing *

Other FEMA Grant*

* Details of financing are covered under a separate section and are included as a part of this Agreement.

IMPORTANT NOTICE – PLEASE READ CAREFULLY

CUSTOMER SHALL MAKE ALL PAYMENTS, INCLUDING DEPOSITS AND PARTIAL PAYMENTS, TO THE COMPANY ONLY. ALL CHECKS SHALL BE MADE PAYABLE TO ADVANTECH SERVICE AND PARTS, LLC. NO OTHER PAYEE(S) SHALL BE NAMED AND THERE ARE NO EXCEPTIONS TO THIS POLICY. ALL CHECKS SHALL BE REMITTED DIRECTLY TO THE COMPANY AT 5609 GUNDY DR. PO BOX 556 MIDVALE, OHIO 44653, ATTN: ACCOUNTS PAYABLE DEPARTMENT. ALL WIRE TRANSFERS SHALL BE MADE TO AN ACCOUNT SPECIFICALLY DESIGNATED BY THE COMPANY.

CUSTOMER ASSUMES ALL RISK OF FAILURE TO COMPLY WITH THIS SECTION, INCLUDING REPOSSESSION OF ALL EQUIPMENT.

CUSTOMER PLEASE INITIAL: "I HAVE READ AND I UNDERSTAND THIS SECTION": ff

If more than one Apparatus is included and they are delivered on different dates, the terms of payment shall apply to each delivery and an invoice covering each delivery shall be issued.

3.) Pre-Build: Upon request (at time of order) by either party, a pre-build conference may be conducted to ascertain and confirm customer requirements with respect to the Apparatus ordered by Buyer. Both parties agree that the pre-build conference will be conducted no later than thirty (30) business days from execution of this Agreement.

4.) **Delivery:** The Apparatus shall be at the Company's staging area, for delivery to the drive-away service or common carrier selected by Buyer at time of order, F.O.B. plant of manufacture, approximately 365 calendar days after execution of this Agreement by Buyer and the receipt and execution of same by the Company. If Buyer has specified a commercial chassis, delivery date shall be approximately 300 calendar days after receipt of chassis at Ocala plant. It is agreed that such delivery is subject to delays caused by war, acts of god, hurricane, labor shortages or strikes, inability to obtain materials, and other causes reasonably beyond the control of the Company and that the Company will not be liable for, and this Agreement may not be terminated on account of, such delays. Buyer will be notified no less than fourteen (14) business days in advance of the delivery date.

5.) **Customer Inspection/Acceptance:** If requested at time of order, Buyer will have up to ten (10) business days from the notified delivery date to conduct Buyer's final inspection and take possession of the Apparatus. Otherwise, delivery will be deemed to occur on the notified delivery date. In the event that Buyer fails to take possession of the Apparatus on the notified delivery date (or within the ten (10) business day period thereafter, if applicable), Company reserves the right thereafter, at Company's option:

a. to arrange for shipment of the Apparatus to Customer by the drive-away service of Company's choice, at Buyer's sole expense, and to charge the Customer the full invoice price for the Apparatus, which shall be paid for in the manner specified in paragraph 2; or

b. to dispose of the Apparatus by sale to any other party, and if the price received on account thereof shall be less than the price specified in paragraph 2, Buyer shall be liable for the difference together with all costs of disposal; or

c. to hold the Apparatus at the Company's plant until such time as Buyer takes delivery, and to charge Buyer a storage fee for each day, calculated pro-rata for each day at an annual rate of 18% on the price specified in paragraph 2.

Buyer shall bear the risk of loss or damage to all Apparatus remaining in the possession of the Company after the notified delivery date (or more than ten (10) business days after the notified delivery date, if applicable) except when the Apparatus is in the possession of a Company contracted drive-away service.

6.) **Buyer's Cancellation for Convenience.** If Buyer tenders any cancellation hereunder, Buyer shall nevertheless accept delivery of all products which are completed at the time of cancellation. Those products which constitute work-in-process inventory at the time of cancellation shall be paid for by Buyer at a price equal to the completed percentage of the product multiplied by the price specified in Paragraph 2. Buyer also shall pay promptly to Company the costs of settling and paying claims arising out of the termination of work under Company's subcontracts or vendors, plus an additional 15% to defray Company's accounting, legal, and clerical costs arising out of the cancellation.

7.) **Title:** The Company and Buyer agree that title shall remain with the Company until the Company has been paid in full. Provided that the Company has been paid in full, title shall remain with the Company until the Apparatus leaves Company premises in the physical custody of Buyer, the Buyer's drive-away service, or common carrier as specified in paragraph four (4) above. Upon delivery to Buyer, Buyer's drive-away service, or Buyer's common carrier, all title, ownership and risk of loss shall pass from Company to Buyer.

8.) **Warranty:** The Company warrants each new Apparatus manufactured against defects in material and workmanship for a period of one year from the in-service date per the Warranty Registration Card. Warranties beyond one year may be applicable to certain components of the Apparatus as described in the Statements of Warranty previously provided to the Buyer. This warranty is in favor of the original user/purchaser, in accordance with the Company's preprinted Statements of Warranty which are either attached to the Agreement or have otherwise been delivered to Buyer. Buyer hereby acknowledges receipt of the Company's preprinted Statements of Warranty.

With respect to any Apparatus not manufactured by the Company, such items shall not be warranted by the Company but shall be subject to the warranty provided by the manufacturer.

Any used item of Apparatus is sold "As-Is" without any warranty by the Company.

These warranties are in lieu of all other warranties, whether express or implied, and THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.) Waiver of Jury Trial: The parties to this Agreement agree that any dispute arising hereunder, if brought before a court having proper jurisdiction, shall be adjudicated in a bench trial and the parties expressly waive any right to have such matter(s) tried before a jury.

10.) Entire Agreement: This Agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior discussions and Agreements. No agent or representative of the Company has authority to make any representations, statements, warranties or Agreements not herein expressed and all modifications or amendments of this Agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the parties hereto.

11.) Acceptance by Company: This Agreement shall not constitute a valid and binding obligation of the Company until accepted in writing by an officer of the Company. When requested by the Company, the Buyer shall furnish a satisfactory written opinion of the Buyer's attorney that the Buyer has the power to make the Agreement, that the individual signing is authorized to sign on behalf of the Buyer, and that this Agreement is a valid, legal and enforceable obligation of the Buyer.

IN WITNESS WHEREOF, The Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

For the Buyer:

Advantech Service and Parts, LLC

Signature: Edward J Enderle

Signature: Cory Temple

Printed: Edward J Enderle

Printed: COREY TEMPLE

Title: Trustee/Chairman

Title: SALES REP

Date: 05/15/2019

Date: 05/15/2019

RESOLUTION NO. 2020-54

Introduced by: Monty Tapp

A RESOLUTION FOR THE INTERIM CITY MANAGER TO AUTHORIZE THE PURCHASE OF A FIRE ENGINE FROM ADVANTECH SERVICE AND PARTS, LLC IN AN AMOUNT NOT TO EXCEED TWO HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$295,000.00)

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

SECTION 1. That, pursuant to the City’s fire contract with Huron Township, the City and Township share equipment costs equally.

SECTION 2. That, Huron Township entering into a Purchase Agreement with Advantech Service and Parts, LLC on May 15, 2019 for the purchase of a new fire engine at a total cost of Five Hundred Eighty-Eight Thousand Two Hundred Twenty Dollars (\$588,220.00) and the City has included its approximate 50% share of that purchase price of Two Hundred Ninety-Five Thousand Dollars (\$295,000.00) within the 2020 municipal budget; the Interim City Manager shall be, and he hereby is, authorized to expend an amount not to exceed Two Hundred Ninety-Five Thousand and 00/100 Dollars (\$295,000.00) for the purchase of said fire engine.

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

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

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____