



Matt Grieves
Councilmember

William Biddlecombe
Councilmember

Joe Dike
Councilmember

Sam Artino
Councilmember

Monty Tapp
Mayor

Mark Claus
Vice-Mayor

Joel Hagy
Councilmember

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, December 14, 2021 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

LIVESTREAM MEETING INFORMATION

I. Public Hearing on the 2022 Annual Budget

- I.a** Call to Order - Moment of Silence and Pledge of Allegiance to the Flag
- I.b** Roll Call of City Council
- I.c** Swear in Witnesses
- I.d** Public Hearing on approval of the 2022 Annual Budget
- I.e** Motion to Approve/Amend/Deny the 2022 Annual Budget as Presented
- I.f** Adjourn Public Hearing

II. Call To Order (Regular Meeting)

III. Roll Call of City Council

IV. Approval of Minutes

- IV.a** Minutes from the regular Council meeting of October 26, 2021
- IV.b** Minutes from the regular Council meeting of November 9, 2021.

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

VI. Old Business

VII. New Business

VII.a Resolution No. 84-2021

A resolution authorizing execution of the 2021-2025 Fixed Volume Energy Supply Schedule with American Municipal Power, Inc.

VII.b Resolution No. 85-2021

A resolution authorizing payment of the annual premium to the Bureau of Workers Compensation.

VII.c Resolution No. 87-2021

A resolution authorizing the execution of the 2022-2028 Energy Supply Schedule with American Municipal Power ("AMP").

VII.d Resolution No. 88-2021

A resolution authorizing a Maintenance Agreement for Private Storm Water Management System with Larry Thaxton and Valjean Thaxton relating to the Detention Pond Area of North Port Subdivision (PPN: 42-00666.039)

VII.e Ordinance No. 2021-41

An ordinance adopting the 2022 Municipal Budget.

VII.f Ordinance No. 2021-45

Supplemental appropriations and increase in estimated resources ordinance, and cash transfers.

VIII. City Manager's Discussion

IX. Mayor's Discussion

X. For the Good of the Order

XI. Executive Session(s) Two consecutive executive sessions for consideration of the appointment, employment, dismissal, discipline, promotion, demotion or compensation of public employees.

XII. New Business (Cont.)

XII.a Resolution No. 86-2021

A resolution approving the Employment Agreement with Andrea F. Rocco for the provision of legal services as Prosecuting Attorney for the City of Huron for a period of one (1) year.

XIII. Adjournment



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 84-2021
DATE: December 14, 2021

Subject Matter/Background

The City currently has a master agreement with American Municipal Power (AMP) to purchase, at a fixed rate, up to 31 MW of electricity from AMP for Mucci Farms. Any purchases over the 31 MW is purchased on the market. Currently, the City has locked in a fixed rate with AMP through the end of 2025. With the addition of Phase 3, Mucci Farms' load exceeds 31 MW. Mucci is requesting the City lock in a fixed rate with AMP for an additional 6 MW through 2025. This contract, if approved by Council, will allow AMP to receive fixed rate quotes from power suppliers. The City will work with Mucci to choose a supplier and lock in a rate for the additional 6 MW through 2025.

Financial Review

The financial impact to the City will be net zero dollars. The City will pay for the power usage up front and bill Mucci Farms for the purchase of power, plus the City rider. The Electric Fund will account for these transactions.

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 84-2021 is in order.

[Resolution No. 84-2021.docx](#)

[Resolution No. 84-2021 Exhibit A.docx](#)

CITY OF HURON, OHIO

**RESOLUTION NO. 84-2021
INTRODUCED BY JOEL HAGY**

**RESOLUTION AUTHORIZING THE EXECUTION OF THE
2021-2025 FIXED VOLUME ENERGY SUPPLY SCHEDULE
WITH AMERICAN MUNICIPAL POWER, INC. ("AMP")**

WHEREAS, the City of Huron, Ohio (the "Municipality") is a political subdivision organized and existing pursuant to the laws of the State of Ohio, which owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers;

WHEREAS, in order to satisfy the electric energy requirements of its electric utility system, the Municipality has heretofore purchased economical and reliable energy from AMP, an Ohio non-profit corporation, of which the Municipality is a member, or has heretofore purchased energy arranged by AMP;

WHEREAS, the Municipality, acting individually and, along with other municipalities which own and operate electric utility systems, jointly through AMP, endeavors to arrange for reliable, reasonably priced supplies of electric energy for ultimate delivery to its customers;

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

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy in various megawatt ("MW") or megawatt hour ("MWh") blocks for a term beginning on December 1, 2021 and ending no later than December 31, 2025, which will provide an economical source of electric energy (herein "Long-Term Energy Purchase(s)") for Municipality;

WHEREAS, AMP, on behalf of the Municipality, desires to purchase from third party supplier(s) and then to resell the energy available from these Long-Term Energy Purchase(s) on a long term basis to Municipality at contract cost (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed the up-to price per MWh set forth in the 2021-2025 Fixed Volume Energy Supply Schedule.

WHEREAS, AMP, has prepared and delivered to the Municipality the form of a 2021-2025 Fixed Volume Energy Supply Schedule, pursuant to which the Municipality may purchase energy; and

WHEREAS, AMP has provided and will continue to provide appropriate personnel and information regarding the Long-Term Energy Purchase(s) to the Municipality, as such officers and representatives of the Municipality deem necessary or appropriate, to enable the Municipality to evaluate the benefits and risks of the Long-Term Energy Purchase(s), to take actions contemplated by the resolution hereinafter set forth and to determine that the same are in the public interest.

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

SECTION 1. That the form of the 2021-2025 Fixed Volume Energy Supply Schedule between this Municipality and AMP, substantially in the form attached hereto as Exhibit 1 ("Schedule"), is approved, subject to and with any and all changes provided for herein and therein.

SECTION 2. That the City Manager be authorized to execute the 2021-2025 Fixed Volume Energy Supply Schedule and to acquire the Municipality's energy from one or more Long-Term Energy Purchase(s), each with a term beginning on December 1, 2021 and ending no later than December 31, 2025, and with a third party contract price (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed the up-to price per MWh for purchases set forth in the 2021-2025 Fixed Volume Energy Supply Schedule from AMP, and is further authorized to execute and deliver any and all documents necessary to participate

in one or more Long-Term Energy Purchase(s), pursuant to the conditions set forth herein and therein.

SECTION 3. That competitive bidding is not required on the Municipality's acquisition of its right to secure energy under the 2021-2025 Fixed Volume Energy Supply Schedule, and in the event any competitive bidding requirements are applicable, any such competitive bidding requirement that might otherwise be applicable, are hereby waived.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 5. If any section, subsection, paragraph, clause or provision or any part thereof of this shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution 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 6. That this Resolution shall take effect at the earliest date allowed by law.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

CITY OF HURON, OHIO
2022-2025 FIXED VOLUME ENERGY SUPPLY SCHEDULE
AMP Contract No. 202_____

A Schedule to
American Municipal Power, Inc.
and
City of Huron, Ohio
Master Service Agreement No. C-3-2006-5025

WHEREAS, the City of Huron, Ohio (the “Municipality”) and American Municipal Power, Inc. (“AMP”), collectively (“Parties”), have entered into a Master Service Agreement (“Agreement”) under which certain services may be provided under schedules thereto;

WHEREAS, in order to obtain economical electric energy, the Municipality desires to purchase electric energy from AMP or have AMP arrange for the same on behalf of the Municipality; and

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy in various megawatt (“MW”) or megawatt hour (“MWh”) blocks for a term beginning no earlier than December 1, 2021 and ending no later than December 31, 2025, all of which will provide an economical source of electric energy (herein “Long Term Energy Purchase(s)”) for Municipality.

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties do hereby mutually agree as follows:

ARTICLE I
TERM

SECTION 101 – CONTRACT TERM: Subject to the conditions contained herein,

this Schedule shall be for a term beginning on December 1, 2021 and ending no later than December 31, 2025.

ARTICLE II **CONTRACT QUANTITIES AND RATE**

SECTION 201 - CONTRACT QUANTITIES: For the compensation hereinafter set forth, and pursuant to the terms and conditions contained herein, AMP shall arrange for the delivery of energy to the Municipality. The Municipality shall be invoiced and responsible for paying, and AMP is entitled to receive as compensation, the following:

- A. Actual monthly transmission fees, congestion charges, ancillary services, unforced capacity charges, losses, customer charges, security costs, replacement energy, and taxes or other such costs incurred by AMP to deliver the energy to the Municipality's Delivery Point;
- B. AMP's Service Fee B, as defined in the Agreement, for all energy sold or arranged for and delivered pursuant to this Schedule, unless the same is paid for under another power supply schedule; and
- C. The contract rates or fees that AMP pays or incurs for each MW or MWh of energy supplied to the Municipality.

The Long Term Energy Purchases anticipated to be executed as transaction confirmations between AMP and third party power suppliers for the benefit of Municipality are listed in the following table. The Municipality's Authorized Representative as designated in Section 402 (or his/her designee) shall be authorized to approve purchases (and execute necessary transaction confirmations) of energy with a term beginning no earlier than December 1, 2021 and ending no later than December 31, 2025 as set forth in the table below. Additionally, the third party power supply contract prices of all energy purchases made under this Schedule (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) shall not exceed \$49.00 per MWh for up to 6 MW in any hour.

Term	Total Planned Purchase	Months	Days/Week	Hours/Day	Supplier
2021-2025	Up to 6 MW	November, December, January, February, March	7	Up to 18 hours	TBD via steps 1 – 4 below
2021-2025	Up to 6 MW	April	7	Up to 16 hours	TBD via steps 1 – 4 below
2021-2025	Up to 6 MW	October	7	Up to 16 hours	TBD via steps 1 – 4 below
2021-2025	0.5 MW	January through December	7	24	TBD via steps 1 – 4 below

SECTION 202 – PROCEDURES FOR AUTHORIZATION OF ENERGY SUPPLY ACQUISITION AND SALE: It is understood and anticipated that AMP may throughout the term of this Schedule, enter into energy purchase transaction confirmations or other arrangements on behalf of the Municipality, subject to the approval of Municipality's Authorized Representative, to implement the Long Term Energy Purchases contemplated in Section 201 of this Schedule. The steps that will be followed in securing such Long Term Energy Purchases are set forth below.

At the time that AMP recommends that a Long Term Energy Purchase should be finalized, the following shall take place:

1. Authorized personnel of AMP shall confer with the Municipality's Authorized Representative (or his/her designee) on a recorded telephone line or through E-mail, regarding AMP's recommended Long Term Energy Purchases that meet the requirements of Section 201 and the table set forth therein prior to executing a transaction confirmation with a third party power supplier. AMP will provide power supply recommendations to Municipality's Authorized Representative based upon the best market information available to AMP at the time any conferring takes place.

2. If the Municipality's Authorized Representative approves AMP's recommendation and authorizes acquisition of the Long Term Energy Purchase

over a recorded telephone line or through E-mail, then AMP shall acquire the Long Term Energy Purchase on behalf of the Municipality subject to the effective date and other terms and conditions approved by the Municipality's Authorized Representative.

3. AMP will enter into a transaction confirmation or other arrangement with the authorized and approved third party power supplier as soon as reasonably possible after approval is received as set forth above.

4. Once a Purchase is finalized and a supplier transaction confirmation executed, AMP will send an acknowledgement of the transaction via email to Municipality's Authorized Representative that contains the commercial terms for Municipality's review and records.

ARTICLE III **DELIVERY POINT**

SECTION 301 – DELIVERY POINTS: The delivery point(s) for electric energy to be delivered hereunder ("Point of Delivery" or "Delivery Point") shall be the Municipality's interconnections with PJM, or its successor.

ARTICLE IV **GENERAL**

SECTION 401 - FIRMNESS OF SUPPLY: Firmness of supply under this Schedule shall be equal to the firmness provided by the energy supply schedules and transmission service arrangements executed by AMP, which are utilized to provide energy under this Schedule.

AMP's obligations hereunder are specifically dependent upon the performance of the suppliers with whom AMP transacts on behalf of the Municipality or as otherwise agreed to by the Parties. In the event of default of a power supplier (hereinafter "Supplier Default"), AMP shall provide replacement energy to Municipality and Municipality shall pay any cost difference (if any) of the replacement energy (or, if the cost of replacement energy is less, then Municipality shall pay that lower cost). Should a third party supplier

default to such a degree that the agreement by and between that third party supplier and AMP is terminated, AMP shall use its best efforts to execute an alternate energy supply agreement, with another supplier unless otherwise agreed to in writing by Municipality.

Notwithstanding the foregoing, AMP agrees that it will notify Municipality promptly of any Supplier Default which may result in AMP's purchase of replacement energy for Municipality. AMP also agrees that in an event of a Supplier Default, AMP shall take all appropriate legal action to enforce the terms of AMP's contracts with the defaulting supplier and/or seek appropriate damages from supplier on Municipality's behalf. Municipality is, and shall be, third party beneficiary of such legal action and will be reimbursed or credited by AMP a *pro rata* share of any net recoveries against the defaulting supplier or Municipality's increased costs occasioned by the Supplier Default, whichever is less.

Municipality specifically acknowledges that although energy made available from the supplies purchased pursuant to this Schedule or otherwise agreed to by the Parties are intended to be the primary source of energy pursuant to this Schedule, AMP may, from time to time, substitute for actual delivery purposes other energy; provided that such substitute energy be of a similar firmness and reliability as that made available under the third party power supplier transaction confirmation(s) and further provided that such substitution does not result in increased costs to Municipality.

When third parties providing firm transmission service interrupt deliveries from AMP to Municipality, AMP will use commercially reasonable efforts to deliver energy across other parties' transmission systems if interruptions occur from the primary firm transmission provider's system.

All other terms and conditions of the Agreement between AMP and the Municipality that are not consistent with the terms and conditions of this Schedule shall be applicable as if fully restated herein.

SECTION 402 – AUTHORIZED REPRESENTATIVE: The Municipality's Representative shall be the City Manager or the City Manager's designee until modified

by written notice to AMP by the Municipality.

IN WITNESS HEREOF, each of the Parties has caused this Schedule to be duly executed.

CITY OF HURON, OHIO

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Legal Counsel

AMERICAN MUNICIPAL POWER, INC.

By: _____

Pamala M. Sullivan
Title: Chief Operating Officer

Date: _____

APPROVED AS TO FORM:

Lisa G. McAlister
SVP & General Counsel for Regulatory
Affairs



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 85-2021
DATE: December 14, 2021

Subject Matter/Background

Resolution No. 85-2021 requests the Council's authorization to pay the full Bureau of Worker's Compensation premium for the City for the policy period beginning January 1, 2022 and ending January 1, 2023 in the amount of \$40,152.00. While the City has the option of making monthly payments, the City will receive a 2% premium refund (\$803.00) for making an early payment on or before January 1, 2022 of the full premium. Please refer to Exhibit "A" of the resolution for detailed premium installment information. This premium is approximately 11% less than last year's annual premium of \$45,303.00.

Financial Review

The 2022 premium payment will be proportionately allocated amongst applicable City funds with eligible payroll expenditures, as budgeted for 2021. Any rebates and dividends received from BWC during the year will be receipted into these funds, as well. The majority of the premium is expensed to the General Fund.

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 No. 85-2021 is in order.

[Resolution No. 85-2021.doc](#)

[Resolution No. 85-2021 Exhibit A.pdf](#)

RESOLUTION NO. 85-2021

Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO MAKE AN ANNUAL PREMIUM PAYMENT TO THE BUREAU OF WORKERS COMPENSATION FOR THE POLICY PERIOD JANUARY 1, 2022 THROUGH JANUARY 1, 2023 IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND ONE HUNDRED FIFTY-TWO AND 00/100 DOLLARS (\$40,152.00).

WHEREAS, the City Manager has recommended payment of the full annual premium to the Bureau of Workers Compensation for the policy period January 1, 2022 through January 1, 2023 in the amount of Forty Thousand One Hundred Fifty-Two and 00/100 Dollars (\$40,152.00),

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

SECTION 1. That the City Manager is authorized and directed to pay the full premium payment to the Bureau of Worker's Compensation for the policy period of January 1, 2022 through January 1, 2023 in the amount of Forty Thousand One Hundred Fifty-Two and 00/100 Dollars (\$40,152.00); a copy of the annual premium installment schedule is attached hereto as Exhibit "A".

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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: _____



Policy number: 32205102
Coverage status: Active
#BWNFVSQ

HURON
417 MAIN ST
HURON OH 44839-1652

Important - please read!

As a Group Retro Program participant, you can view or download detail information for the annual evaluation billing on this invoice from BWC's website, www.bwc.ohio.gov, or call 1-800-644-6292 for more details.

Your policy will lapse and penalties will be billed if installments are not paid timely and in full.

The due date shown only applies to items billed in the current billing cycle.

Prior balance	\$45,303.00
Charges	\$207,687.30
Payments/credits	(\$212,838.30)
Amount due	\$40,152.00

Current billing cycle

Bill date	Description	Period dates	Amount
11/26/2021	Installment	01/01/2022 - 01/01/2023	\$40,152.00
08/27/2021	Refund		\$515.00
08/27/2021	Lapse Free Rebate	01/01/2020 - 01/01/2021	(\$515.00)
04/30/2021	Refund		\$1,416.00
04/30/2021	Group Retro Annual Evaluation	01/01/2017 - 01/01/2018	(\$1,416.00)
01/20/2021	Audit True-Up	01/01/2020 - 01/01/2021	\$2,885.00
01/20/2021	Go Green Rebate	01/01/2020 - 01/01/2021	(\$515.00)
01/20/2021	Cash Receipt		(\$2,370.00)
01/06/2021	Refund		\$906.06

Please refer to the back of the invoice for additional information.

Pay online at www.bwc.ohio.gov or detach and return bottom portion with your payment.

Insured name: HURON

Policy number	32205102
Invoice number	1011063046
Due date	12/21/2021
Amount due	\$40,152.00
Amount enclosed	

Mail payment to:
Ohio Bureau of Workers' Compensation
P.O. Box 89492
Cleveland, Ohio 44101-6492

Make your checks payable to the Ohio Bureau of Workers' Compensation.
Include a policy number on all checks, and be sure to include this remittance with your payment.
Do not staple your check to the remittance.

32205102000001011063046800000000004015200

Important information

Due date – The due date does NOT apply to prior balances. Refer to your past invoices to determine when BWC billed prior balances. The due date on that invoice applies to the prior balance. If you do not pay your premium by the due date, your coverage will lapse. You may also incur late payment penalties. Failure to pay the balance due may result in further action. In addition, you may impact your coverage, your acceptance into alternative rating programs or your ability to qualify for self-insurance.

Account balance description

Prior balance – Balance from a prior invoice.

Charges – Amount billed during the current billing cycle.

Payments/credits – Amount credited during the current billing cycle.

Total balance – Amount due or credit BWC will refund.

BWC – Amount owed to BWC excluding amounts certified to the Office of the Attorney General or disputed.

Attorney General (AG) – BWC forwards balances not paid by the due date to the AG for collection. Contact the AG at 1-888-246-0688 to discuss amounts certified to the AG for collection.

Disputed – Amount disputed by the employer or employer representative.

Financial transaction description

Installment – Premium and assessments due for a specific reporting period. Installments also reflect changes in premiums related to rating plan participation, payroll changes, claim cost changes or other events that update an employer's experience modifier.

Audit True-Up – Bill or credit generated when an employer provides actual payroll to BWC for a policy period.

Audit – Bill or credit generated as the result of a premium audit.

No Coverage Penalty – Penalty assessed for the period an employer operated prior to the effective date of coverage.

Non-Compliance Claim – Billing related to claims occurring when coverage was not in force.

Payroll Report – Total premium and assessments due for a specific non-prospective reporting period.

Coverage Status

Active – BWC insurance coverage in force

Combined – BWC policy transferred to a successor policy

Canceled – BWC insurance coverage canceled

Lapsed – BWC insurance coverage not in force due to non-payment or underpayment

No coverage – Employer has not filed for BWC insurance coverage or BWC insurance is not in force

Reinstated – BWC insurance coverage in force after a period of coverage lapse

Policy updates

Notify us of policy updates by:

- Visiting www.bwc.ohio.gov and clicking on Employers, then Demographic information;
- Completing a *Notification of Policy Update (U-117)* or *Notification of Business Acquisition/Merger/Purchase/Sale (U-118)*;
- Calling 1-800-644-6292. We use an automated system to process invoices. Therefore, we cannot address questions or updates written on your invoice.

Current billing cycle (continued from page 1)

Bill date	Description	Period dates	Amount
01/06/2021	Early Payment Discount	01/01/2021 - 01/01/2022	(\$906.06)
12/14/2020	Refund		\$161,813.24
12/14/2020	Policy Holder Dividend		(\$161,813.24)
12/02/2020	Cash Receipt		(\$45,303.00)



TO: Mayor Artino and City Council
FROM: Terri Welkener , Clerk of Council
RE: Resolution No. 87-2021
DATE: December 14, 2021

Subject Matter/Background

Similar to the Resolution 84-2021, The City currently has a master agreement with American Municipal Power (AMP) to purchase, at a fixed rate, up to a maximum amount of electricity from AMP for HPP customers (excluding Mucci Farms). Any purchases over this amount is purchased on the market. In order to lock in a fixed rate for additional 0.1 to 0.4 MW of power needed, this agreement is required to be executed. The immediate need is due to rising electric rates and expansion at Firelands Scientific.

Financial Review

The financial impact to the City will be net zero dollars. The City will pay for the power usage up front and bill HPI customers for the purchase of power, plus the City rider. The Electric Fund will account for these transactions.

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. 87-2021 is in order.

[Resolution No. 87-2021.doc](#)

[2022-007586-ESS_Huron_2022-2028 Energy Supply Schedule.pdf](#)

CITY OF HURON, OHIO

**RESOLUTION NO. 87-2021
INTRODUCED BY JOEL HAGY**

**RESOLUTION AUTHORIZING THE EXECUTION OF THE
2022-2028 ENERGY SUPPLY SCHEDULE
WITH AMERICAN MUNICIPAL POWER, INC. ("AMP")**

WHEREAS, the City of Huron, Ohio (the "Municipality") is a political subdivision organized and existing pursuant to the laws of the State of Ohio, which owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers;

WHEREAS, in order to satisfy the electric energy requirements of its electric utility system, the Municipality has heretofore purchased economical and reliable energy from AMP, an Ohio non-profit corporation, of which the Municipality is a member, or has heretofore purchased energy arranged by AMP;

WHEREAS, the Municipality, acting individually and, along with other municipalities which own and operate electric utility systems, jointly through AMP, endeavors to arrange for reliable, reasonably priced supplies of electric energy for ultimate delivery to its customers;

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

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy pursuant to either variable remaining requirements arrangements or block purchases for a term beginning on January 1, 2022 and ending no later than December 31, 2028, which will provide an economical source of electric energy (herein "Long-Term Energy Purchase(s)") for Municipality;

WHEREAS, AMP, on behalf of the Municipality, desires to purchase from third party supplier(s) and then to resell the energy available from these Long-Term Energy Purchase(s) on a long term basis to Municipality at contract cost (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed the up-to price per MWh set forth in the Schedule.

WHEREAS, AMP, has prepared and delivered to the Municipality the form of a 2022-2028 Energy Supply Schedule, pursuant to which the Municipality may purchase energy; and

WHEREAS, AMP has provided and will continue to provide appropriate personnel and information regarding the Long-Term Energy Purchase(s) to the Municipality, as such officers and representatives of the Municipality deem necessary or appropriate, to enable the Municipality to evaluate the benefits and risks of the Long-Term Energy Purchase(s), to take actions contemplated by the resolution hereinafter set forth and to determine that the same are in the public interest.

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

SECTION 1. That the form of the 2022-2028 Energy Supply Schedule between this Municipality and AMP, substantially in the form attached hereto as Exhibit 1 ("Schedule"), is approved, subject to and with any and all changes provided for herein and therein.

SECTION 2. That the City Manager be authorized to execute the Schedule and to acquire the Municipality's energy from one or more Long-Term Energy Purchase(s), each with a term beginning on January 1, 2022 and ending no later than December 31, 2028, and with a third party contract price (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed the up-to price per MWh for purchases set forth in the Schedule, from AMP, and is further authorized to execute and deliver any and all documents necessary to participate in one or more Long-Term Energy Purchase(s), pursuant to the conditions set forth herein and therein.

SECTION 3. That competitive bidding is not required on the Municipality's acquisition of its right to secure energy under the Schedule, and in the event any competitive bidding requirements are applicable, any such competitive bidding requirement that might otherwise be applicable, are hereby waived.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 5. If any section, subsection, paragraph, clause or provision or any part thereof of this shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution 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 6. That this Resolution shall take effect at the earliest date allowed by law.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

CITY OF HURON, OHIO
2022-2028 ENERGY SUPPLY SCHEDULE
AMP Contract No. 2022-007586-ESS

A Schedule to
American Municipal Power, Inc.
and
City of Huron, Ohio
Master Service Agreement No. C-3-2006-5025

WHEREAS, the City of Huron, Ohio (“Municipality”) and American Municipal Power, Inc. (“AMP”) collectively (“Parties”) have entered into a Master Service Agreement (“Agreement”) under which certain services may be provided under schedules thereto;

WHEREAS, in order to obtain economical electric energy, the Municipality desires to purchase electric energy from AMP or have AMP arrange for the same on behalf of the Municipality; and,

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party energy suppliers to enter into an agreement(s) to purchase electric energy pursuant to either variable remaining requirements arrangements or block purchases for a term beginning on January 1, 2022 and ending no later than December 31, 2028, which will provide an economical source of electric energy (herein “Long-Term Energy Purchase(s)”) for Municipality.

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

ARTICLE I
TERM

SECTION 101 – CONTRACT TERM: Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2022 and ending on December 31, 2028.

ARTICLE II
CONTRACT QUANTITIES AND RATE

SECTION 201 - CONTRACT QUANTITIES: For the compensation hereinafter set forth, and pursuant to the terms and conditions contained herein, AMP shall arrange for the delivery of energy to the Municipality. The Municipality shall be invoiced and responsible for paying, and AMP is entitled to receive as compensation, the following:

- A. Actual monthly transmission fees, congestion charges, ancillary services, unforced capacity charges, losses, customer charges, security costs, replacement energy, and taxes or other such costs incurred by AMP to deliver the energy to the Municipality's Delivery Point;
- B. AMP's Service Fee B, as defined in the Agreement, for all energy sold or arranged for and delivered pursuant to this Schedule, unless the same is paid for under another energy supply schedule; and
- C. The contract rates or fees that AMP pays or incurs for each megawatt ("MW") or megawatt hour ("MWh") of energy supplied to the Municipality.

The Long-Term Energy Purchases anticipated to be executed as a transaction confirmation between AMP and third party energy suppliers for the benefit of Municipality are subject to final pricing upon execution. Municipality authorizes AMP to purchase energy on behalf of Municipality pursuant to either block purchases or a remaining requirements product (subject to final pricing upon execution). Municipality authorizes AMP to purchase the Long-Term Energy Purchase on behalf of Municipality with a term beginning on January 1, 2022 and ending no later than December 31, 2028, so long as the third party energy supply contract price for energy purchased under this Schedule (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs or AMP service fees) does not exceed \$46.00 per MWh and subject to approval by Municipality's Authorized Representative (or his/her designee) using the procedures of Section 202. In the event that block energy is purchased, the blocks that may be purchased are summarized in the table below:

Term	Total Planned Purchase	Description	Days/Week	Hours/Day
1/1/2022 – 12/31/2028	0.10 MW	5X16 Block Purchase	Monday-Friday	16
1/1/2022 – 12/31/2028	0.40 MW	7X24 Block Purchase	Monday-Sunday	24

SECTION 202 – PROCEDURES FOR ENERGY SUPPLY ACQUISITION AND SALE: It is understood and anticipated that AMP may throughout the term of this Schedule, enter into energy purchase transaction confirmations or other arrangements on behalf of the Municipality, subject to the approval of Municipality's Authorized Representative, to implement the Long-Term Energy Purchases contemplated in Section 201 of this Schedule. The steps that will be followed in securing such Long-Term Energy Purchases are set forth below.

At the time that AMP recommends that a Long-Term Energy Purchase should be finalized, the following shall take place:

1. Authorized personnel of AMP shall confer with the Municipality's Authorized Representative (or his/her designee) on a recorded telephone line or through email, regarding AMP's recommended Long Term Energy Purchases that meet the requirements of Section 201 prior to executing a transaction confirmation with a third-party energy supplier. AMP will provide energy supply recommendations to Municipality's Authorized Representative based upon the best market information available to AMP at the time any conferring takes place.

2. If the Municipality's Authorized Representative approves AMP's recommendation and authorizes acquisition of the Long-Term Energy Purchase over a recorded telephone line or through email, then AMP shall acquire the Long-Term Energy Purchase on behalf of the Municipality subject to the effective date and other terms and conditions approved by the Municipality's Authorized Representative.

3. AMP will enter into a transaction confirmation or other arrangement

with the authorized and approved third-party energy supplier as soon as reasonably possible after approval is received as set forth above.

4. Once a Purchase is finalized and transaction confirmation executed, AMP will send an acknowledgement of the transaction via email to Municipality's Authorized Representative that contains the commercial terms for Municipality's review and records.

ARTICLE III **DELIVERY POINT**

SECTION 301 – DELIVERY POINTS: The delivery point(s) for electric energy to be delivered hereunder ("Point of Delivery" or "Delivery Point") shall be the Municipality's interconnections with PJM, or its successor.

ARTICLE IV **GENERAL**

SECTION 401 - FIRMNESS OF SUPPLY: Firmness of supply under this Schedule shall be equal to the firmness provided by the energy supply schedules and transmission service arrangements executed by AMP, which are utilized to provide energy under this Schedule.

AMP's obligations hereunder are specifically dependent upon the performance of the suppliers with whom AMP transacts on behalf of the Municipality or as otherwise agreed to by the Parties. In the event of default of an energy supplier (hereinafter "Supplier Default"), AMP shall provide replacement energy to Municipality and Municipality shall pay any cost difference (if any) of the replacement energy (or, if the cost of replacement energy is less, then Municipality shall pay that lower cost). Should a third-party energy supplier default to such a degree that the agreement by and between that third-party energy supplier and AMP is terminated, AMP shall use its best efforts to execute an alternate energy supply agreement with another supplier unless otherwise agreed to in writing by Municipality.

Notwithstanding the foregoing, AMP agrees that it will notify Municipality promptly of any Supplier Default that may result in AMP's purchase of replacement energy for

Municipality. AMP also agrees that in an event of a Supplier Default, AMP shall take all appropriate legal action to enforce the terms of AMP's contracts with the defaulting supplier and/or seek appropriate damages from supplier on Municipality's behalf. Municipality is, and shall be, third-party beneficiary of such legal action and will be reimbursed or credited by AMP a *pro rata* share of any net recoveries against the defaulting supplier or Municipality's increased costs occasioned by the Supplier Default, whichever is less.

Municipality specifically acknowledges that although energy made available from the supplies purchased pursuant to this Schedule or otherwise agreed to by the Parties are intended to be the primary source of energy pursuant to this Schedule, AMP may, from time to time, substitute for actual delivery purposes, other energy; provided that such substitute energy be of a similar firmness and reliability as that made available under the third-party energy supplier transaction confirmation(s) and further provided that such substitution does not result in increased costs to Municipality.

When third-parties providing firm transmission service interrupt deliveries from AMP to Municipality, AMP will use commercially reasonable efforts to deliver energy across other parties' transmission systems if interruptions occur from the primary firm transmission provider's system.

All other terms and conditions of the Agreement between AMP and the Municipality that are not consistent with the terms and conditions of this Schedule shall be applicable as if fully repeated herein.

SECTION 402 – AUTHORIZED REPRESENTATIVE: The Municipality's Representative shall be the City Manager or the City Manager's designee until modified by written notice to AMP by the Municipality.

IN WITNESS HEREOF, each of the Parties has caused this Schedule to be duly executed.

CITY OF HURON, OHIO

AMERICAN MUNICIPAL POWER, INC.

By: _____

By: _____

Title:

Pamala M. Sullivan

Title: Chief Operating Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Legal Counsel

Lisa G. McAlister
Senior Vice President and General
Counsel for Regulatory Affairs



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 88-2021
DATE: December 14, 2021

Subject Matter/Background

As a means to fulfill post-construction stormwater management plans for the Northport Subdivision set forth in 1317.11 of the Building Code, a maintenance agreement between a private property owner and the city is established in order to ensure proper maintenance of the detention pond in perpetuity. In usual circumstances, detention ponds are placed in title of a HOA. In the case of Northport Subdivision, the lot containing the post-construction stormwater control measure (scm) was transferred to a private owner, transferring full responsibility of maintenance and inspection of the pond accordingly.

Financial Review

This agreement provides the owner will be financially liable for any work or corrective action with the detention pond area. The City will be able to seek repayment of any costs paid by the City related to the detention pond, plus an administrative fee.

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. 88-2021 is in order.

[Resolution No. 88-2021.doc](#)

[Resolution No. 88-2021 Exhibit A.pdf](#)

RESOLUTION NO. 88-2021

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MAINTENANCE AGREEMENT FOR PRIVATE STORM WATER MANAGEMENT SYSTEM (NORTH PORT SUBDIVISION) WITH LARRY THAXTON AND VALJEAN THAXTON RELATING TO THE DETENTION POND AREA OF NORTH PORT SUBDIVISION (PERMANENT PARCEL NO. 42-00666.039).

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

SECTION 1. That the Council of the City of Huron authorizes and directs the City Manager to enter into a Maintenance Agreement for Private Storm Water Management System (North Port Subdivision) with Larry and Valjean Thaxton relating to the Detention Pond Area of North Port Subdivision identified as Erie County, Ohio Permanent Parcel No. 42-00666.039, substantially in the form of the 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 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: _____

MAINTENANCE AGREEMENT
for
Private Storm Water Management
System(North Port Subdivision)

THIS MAINTENANCE AGREEMENT ("Agreement") is made this 2 day of DECEMBER, 2021, between Larry and Valjean Thaxton ("Owner") and the City of Huron ("City"). Dec'd. 9/4/21

RECITALS

WHEREAS, Owner is the owner of certain real property located in the City of Huron, Erie County, Ohio, which real property is more particularly described in **Exhibit A** attached hereto (the "Premises"); and

WHEREAS, Owner desires to make improvements and construct a building located on the Premises (the "Property Development"); and

WHEREAS, **Chapter 1317.11 of the City of Huron codified ordinances requires maintenance and perpetual annual inspection by property owners of storm water facilities** that control storm water runoff from said property.

NOW, THEREFORE, the parties agree as follows:

1. Storm Water Management Maintenance Plan. Owner has submitted an approved StormWater Maintenance Plan for the Premises to the City (as amended from time to time, the "Plan") as more particularly described in **Exhibit B** attached hereto and incorporated herein by reference.
2. Sidewalks and Maintenance. Owner, at Owner's sole expense, shall (a) install sidewalks on the Premises per Site Plan and prior submittals to City (at time of subdivision approval) **on or before May 15, 2022**, and

(b) per Exhibit B, be responsible for maintaining storm water management practices in accordance with the Plan.

3. Inspection and Reporting. The Owner is responsible, at its sole cost and expense, for correcting all incidents of non-compliance with the Plan. The City is authorized to access the Premises, upon reasonable notice to the Owner, except in the event of an emergency when no notice is required, to confirm that Owner is maintaining the Premises in accordance with the Plan. In the event of an emergency, the City shall not need to provide the Owner with notice prior to accessing and entering onto the Premises. The City shall maintain a record of the results of any inspections of the Premises (the "Report") and shall provide Owner with a copy of the Report. The Report shall specifically indicate any incidents of non-compliance with the Plan and identify necessary corrective action to be taken by Owner. Owner shall complete, at Owner's sole cost and expense, such corrective action within ninety (90) days after Owner's receipt of the Report, or, if such corrective action is not of a type that can reasonably be completed within ninety (90) days, Owner shall promptly commence such corrective action and proceed in good faith with due diligence to complete such corrective action. If Owner fails to commence or complete such corrective action within the requisite period, the City may, but is not required to, take corrective action as described in the Report and assess the Owner for the cost of such work, plus an additional administrative fee of 25% of the total cost incurred by the City in the performance of such work.
4. Right of Owner to Premises. Owner may develop, sell, improve or subdivide the Premises, or any portion thereof, after the date of this Agreement provided Owner remains in compliance with the Plan, and both local and state storm water management regulations and provided that Owner obtains City's prior written consent to such development, sale, improvement, or subdivision of the Premises, or any portion thereof. A condition to City's aforementioned consent to any transfer of the Premises (or any portion thereof) to a third party, is the third party entering into an agreement with the City, similar to the form of this Agreement and at terms and conditions set forth by the City, regarding the third-party's maintenance of the Premises and compliance with all then-applicable storm water management practices.
5. Matters of Record. All rights granted to City herein are subject and subordinate to all covenants, restrictions, easements and other matters of record and all public rights of way and rights of applicable utility companies prior to the date of this Agreement.

6. Binding Effect. The terms of this Agreement shall constitute a covenant running with the Premises until such time as it terminates by the City, in the City's sole and absolute discretion, and all such terms shall inure to the benefit of and be binding upon the undersigned parties and their respective successors and assigns. This Agreement, or a memorandum of this Agreement, may be recorded in the land records of Erie County.
7. Notices. Any notice, demand, statement and request required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served when personally delivered to the other party, or the next business day after delivery to a reputable overnight carrier, or two (2) days after deposit in the United States mail, postage prepaid, and addressed at the address set forth below:
- | | |
|--------------|--|
| If to Owner: | ^{Dec. 9/4/21}
Larry and Valjean Thaxton
107 North Port Lane
Huron, Ohio 44839 |
| If to City: | City of Huron
Attention: Building & Zoning
417 Main Street
Huron, OH 44839
Phone No.: 419-433-5000 |
- Either party may change the address to which notices to such party shall be sent, by written notice to the other parties given in accordance with this paragraph.
8. Amendment. This Agreement may be amended by, and only by, a written agreement signed by all the parties hereto, or their successors in interest, as the case may then be.
9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
10. Insurance. Owner shall carry, at Owner's expense, adequate (in the City's sole discretion) general liability and premises liability policies of insurance on the Premises, with general aggregate amount and per occurrence limits of not less than One Million Dollars (\$1,000,000.00). The policies shall name the City as an additional insured by endorsement. Owner shall immediately provide the City evidence that said insurance policies are in full force and effect. Said policies shall provide that they will not be cancelled without at least thirty (30) days prior written notice to the City.
11. Indemnity. Owner shall defend, indemnify, and save City harmless from and

against any and all actual or threatened actions, causes of actions, demands, liability, damages, fines, penalties, costs, suits, expenses and judgments (including, but not limited to, court costs and attorneys' fees) arising from or related to any damage to property or injury to any person on or about the Premises or any acts or omissions of Owner, or Owner's agents, contractors, licensees, or invitees, in carrying out duties associated with the Plan, or the Owner's breach of this Agreement.

12. Miscellaneous.

- (a) No Joint Venture. Nothing in this Agreement shall be construed to make the parties hereto partners or joint ventures, or to render any of said parties liable for the debts or obligations of any other.
- (b) Headings. Paragraph and subparagraph headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
- (c) Waiver. No delay or omission by any of the parties hereto to exercise any right or power occurring upon any non-compliance or failed performance by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement contained herein.
- (d) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application or such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the day and year first above written.

CITY:

OWNER:

THE CITY OF HURON

By: _____
Matthew Lasko, City Manager

Dec'd 9/4/21

Larry Thaxton
Valjean Thaxton

Valjean Thaxton

ACKNOWLEDGEMENT

STATE OF OHIO)
)
COUNTY OF ERIE) SS:

The foregoing instrument was acknowledged before me _____ day of _____, 2021 by **Matthew Lasko**, its **City Manager** for and on behalf of the City of Huron. **The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer.**

NOTARY PUBLIC
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF OHIO)
)
COUNTY OF ERIE) SS:

The foregoing instrument was acknowledged before me _____ day of _____, 2021 by the City of Huron, by **Larry Thaxton** who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed. **The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer.**

NOTARY PUBLIC
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF OHIO)
)
COUNTY OF ERIE) SS:

The foregoing instrument was acknowledged before me 8th day of December, 2021 by **Valjean Thaxton** who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed. **The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer.**



NOTARY PUBLIC

My Commission Expires: _____

This instrument was prepared by:
Todd A. Schrader, Esq.
Seeley, Savidge, Ebert & Gourash Co., LPA
26600 Detroit Rd., Suite 300
Westlake, OH 44145



TERRI S. WELKENER
Notary Public, State of Ohio
My commission expires July 30, 2024

Title to the real estate described herein has not been examined by Seeley, Savidge, Ebert & Gourash, and Seeley, Savidge, Ebert & Gourash makes no warranty, representation or opinion (either express or implied) as to the marketability or condition of the title to the subject real estate, the quantity of lands included therein, the location of the boundaries thereof, the existence of liens, unpaid taxes or encumbrances, or the conformity of this deed to agreements involving the Grantor, the Grantee, or any agreements by and between Grantor and Grantee.

EXHIBIT A REAL PROPERTY

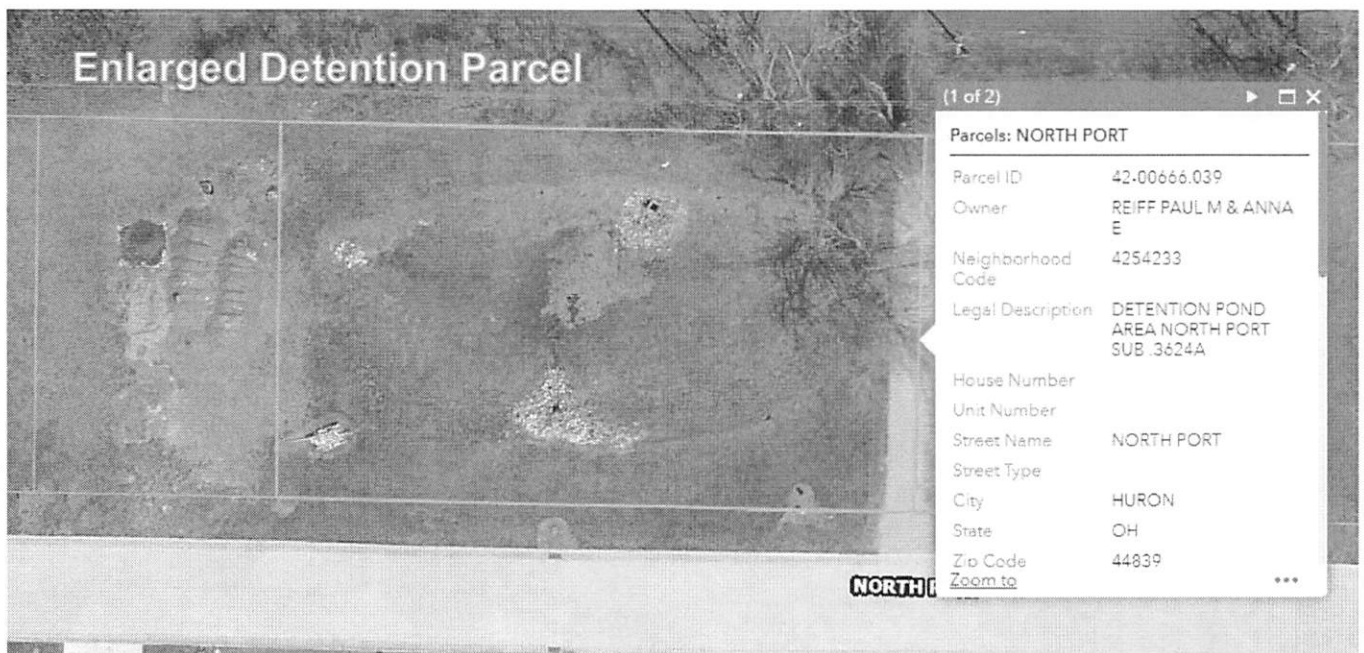


EXHIBIT A (Continued)
(Legal Description)

Erie County Permanent Parcel No. 42-00666.039

EXHIBIT B MAINTENANCE PLAN

The proposed development was designed with a detention basin as part of the overall storm water management system, which will require routine maintenance. The following details the schedule and type of work to be performed in order to maintain the facility's proper functioning.

Inspection of the detention basin shall occur semi-annually using the attached checklist. In the event that maintenance or restorative measures are found to be necessary (see below), such actions shall be undertaken within 30 calendar days, weather permitting, of the identification of such, unless otherwise identified as requiring immediate action (see below). Keep all inspection and maintenance reports.

Detention Basin - Purpose and Maintenance

The purpose of the detention basin is to hold back stormwater during rain events, and release storm water slowly into the municipal system. The detention basin achieves water quality benefits from an 8" orifice in the outlet structure, allowing sediment to settle to the bottom of the basin in larger storm events while slowly releasing it. Maintenance tasks are as follows:

1. The basin shall be inspected at minimum, semi-annually, and any time standing water is observed on the surface of the basin 48 hours after a rainfall event. *(Standing water 48 hours or greater after a rain event indicates the need for immediate maintenance.)*
2. Debris and litter shall be removed from the detention basin immediately when found and keep outlet structure clean and free of debris.
3. Keep grass areas of the basin mowed; grass should be kept between 2"-5" tall.
4. Bag all grass clippings in the basin area to prevent clogging of outlet.
5. Address any accumulation of hydrocarbons. *(Temporarily plug the outlet to prevent hydrocarbons discharging into the public storm system and remove plug once release/spill has been remedied.)*
6. Inspect wet areas for invasive plants and remove if present.
7. Reseed/plant any bare areas of the basin to prevent erosion.
8. Check the outlet **MONTHLY** to ensure it is functioning properly.

Contact Erie Soil and Water Conservation District with any routine maintenance questions or guidance at 419-626-5211.

Maintenance Reporting and Documentation

The owner shall keep a log of inspections and maintenance activities, including the date and type of maintenance performed along with copies of inspection checklist completed

for each inspection. Log of activities and inspection checklists shall be kept for two years, and shall be furnished to City officials upon request. An example log and inspection checklist is included.

Inspection Checklist

Pond: _____ Date: _____ Inspected by: _____ Type of Inspection: ☐ Routine ☐ Storm Event _____
 (# days since event)

General Observations:

Is water flowing? ☐ Yes ☐ No Standing water? ☐ Yes ☐ No Depth: _____ Comments: _____
 Any evidence of obstructions or erosion in vicinity of the pond that could affect performance? ☐ Yes ☐ No _____

Pond Conditions:

Does the pond sides/slopes/bottom show signs of settling, cracking, sloughing or other problems? ☐ Yes ☐ No _____
 Do the embankments, emergency spillway (if applicable), or side slopes show any erosion or instability? ☐ Yes ☐ No _____
 Is there any evidence of animal burrowing or other activity that could contribute to instability or increased erosion? ☐ Yes ☐ No _____
 Is there evidence of encroachment into the pond or improper use of the pond? ☐ Yes ☐ No _____
 Do vegetated areas need mowing? ☐ Yes ☐ No Are there areas that need to be re-vegetated? ☐ Yes ☐ No _____
 ☐ Mowed today ☐ Will schedule mowing ☐ Will schedule re-vegetation activities
 Do vegetated areas need thinning, i.e. cattails, willows, trees? ☐ Yes ☐ No ☐ Thinned today ☐ Will schedule thinning
 Is there accumulation of trash, debris and/or litter to be removed? ☐ Yes ☐ No ☐ Removed today ☐ Will schedule removal
 Any signs of vandalism or other activity that could affect performance of the pond? ☐ Yes ☐ No _____
 If permanent pool, any visible pollution? ☐ Yes ☐ No _____ Erosion at high water mark? ☐ Yes ☐ No _____
 Abnormally high water level? ☐ Yes ☐ No _____ Unusual Algae blooms? ☐ Yes ☐ No _____
(May indicate obstruction at orifice, or trash rack, verify outlet structure operating properly) (May signal too many nutrients in runoff, identify dog activity and droppings management, will need monitoring)

Structural Components:

Are the pipes/inlets going into or out of the pond clogged or obstructed? ☐ Yes ☐ No _____
 Is the outfall channel from the pond functioning appropriately? ☐ Yes ☐ No _____
 Is the inflow trickle channel working properly? ☐ Yes ☐ No _____
 Is the orifice and/or trash rack obstructed? ☐ Yes ☐ No _____
 Is the outfall channel, trickle channel or other conveyance in need of repair? ☐ Yes ☐ No _____
 Are the manholes, frames, and covers associated with the outfall channel in appropriate condition? ☐ Yes ☐ No _____
 Do any safety features, such as fences, gates or locks need repair or replacement? ☐ Yes ☐ No _____

Plan of Action:

If answered YES to any of the above, the following is an anticipated *Maintenance Needs Action List*:

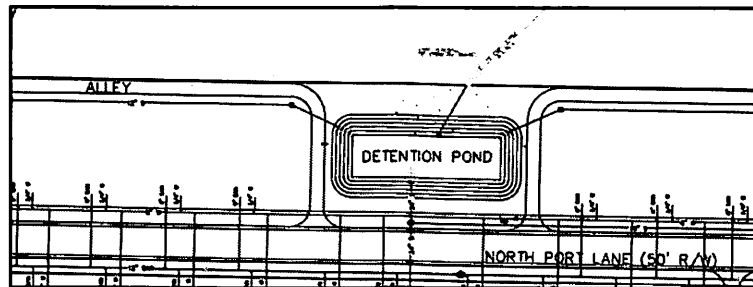
Total number of concerns: _____ Need more monitoring (Anticipated schedule to re-visit; identify what will trigger action)
 (Yes answers) _____ Need routine repair (Approximate schedule for repairs; date of follow-up to re-inspect)
 _____ Need immediate repair (Take action if correct equipment on site; or contact supervisor)

 Signature

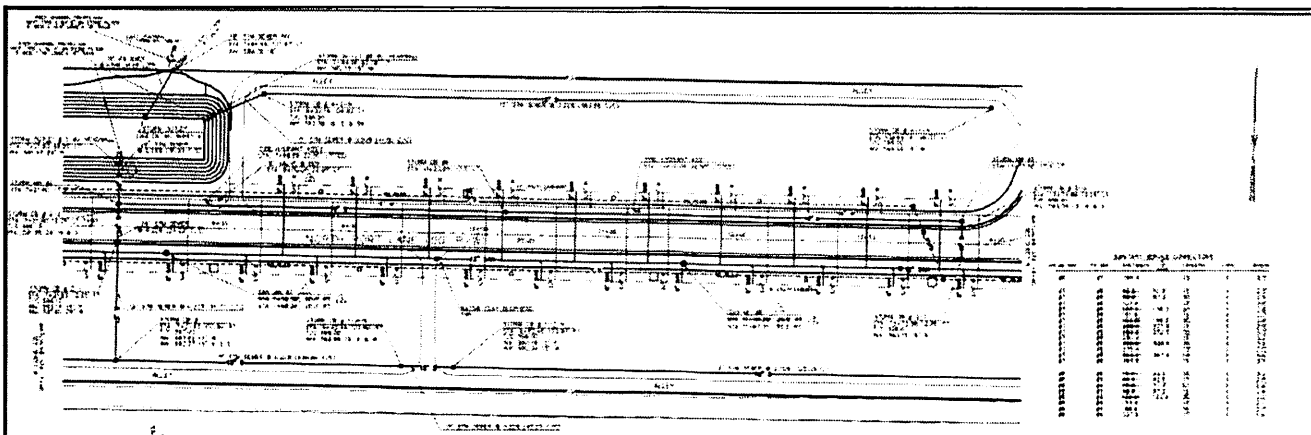
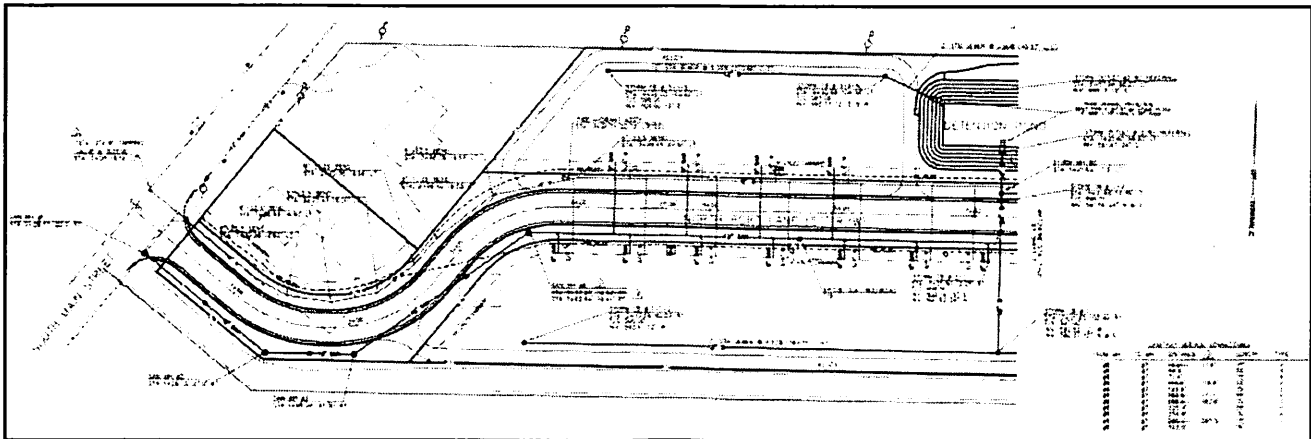
Inspection Log

Date	Findings	Actions Taken	Inspected By

Detention Pond Details



Basin and Outlet Details





TO: Mayor Artino and City Council
FROM: Cory Swaisgood , Finance Director
RE: Ordinance No. 2021-41
DATE: December 14, 2021

Subject Matter/Background

In accordance with the Municipal Charter, the FY 2022 City Manager's Recommended Budget was distributed for your review on November 30, 2021 per statutory requirement. This action follows the Annual Tax Budget and Finance Committee budget process. As required, a motion was passed at the November 23, 2021 meeting setting a date and time for the Public Hearing on the 2022 Recommended Budget and subsequent legal notice has been published. The Public Hearing will be held prior to the meeting on December 14, 2021 as required, in which Council must approve/deny/amend the budget as presented during the public hearing. The public hearing is in advance of Council's consideration of Ordinance 2021-41, which will authorize 2022 appropriations. Copy of the City Manager's Budget Narrative is attached hereto as Exhibit 1. The online budget book is included within the following link: [Online Budget Book](#)

Financial Review

A copy of the 2022 Budget Book as well as the supporting summarization presented to the Finance Committee as part of the 2022 Budget creation was distributed to Council on November 30, 2021. The Administration will present the budget during the public hearing scheduled for this meeting. This agenda item is lawfully adopting appropriations for the 2022 fiscal year.

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 adopt Ordinance No. 2021-44 as an emergency measure is in order.

[Ordinance No. 2021-41 Exhibit 1.pdf](#)

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

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



To: Huron City Council
Cc: Finance Committee, Department Heads
From: Matt Lasko, City Manager
Re: Recommended FY 2022 Budget
Date: November 29, 2021

In accordance with Section 6.05 of the Huron City Charter it is my pleasure to present you with the City Manager's Recommended FY 2022 Budget. The 2022 budget document aims to blend realistic revenue and expense projections for next year in a manner that seeks to provide a high level of services to our residents and property owners. The 2022 budget coupled with the Capital Improvement Plan and recently completed Vision 2020 Action Plan also serves to make recommended capital investments throughout the City.

This 2022 budget was presented through an online interactive platform, called OpenGov, intended to provide the reader with multiple levels of information including: a user guide, defined city policies, the budget process, revenue analysis, fund breakdown, debt obligations, capital equipment summary, and capital improvement plan (CIP). While establishing a plan for 2022, this budget additionally forecasts the impact of its adoption through 2031. Detailed plans have been analyzed and included for all City operations on an annual basis for 2022 through 2031. Inflationary cost and revenue adjustments have been made for all departmental activities as well as inclusion of capital investment expenses over the next ten (10) years. Council went through a master plan update (included in the budget book), termed the Vision 2020 Action Plan in 2021. The CIP references various initiatives that were prioritized in the master plan to be undertaken in the next 3-5 years.

The City's adopted General Fund Balance reserve policy is reflected on an annual basis through 2031. The policy requires a minimum available surplus of 15% (a maximum of 25%) of operating expenditures. Based on year-to-date activity in 2021 the City's General Fund is expected to exceed this minimum and be at 29% at year end and maintain at that level through 2025. The City will monitor the General Fund balance through year-end and consider one-time capital transfers for future unbudgeted projects thereby reducing the General Fund balance to minimally, the required maximum. This reserve has a direct impact to the City's Bond Rating and spending plans and is trending in a positive direction. As resources increase above the minimum surplus the City has the opportunity consider additional investments going forward such as parks and recreation, economic and community development, fleet and facilities, and infrastructure. At the end of 2020, the City transferred \$100,000 to the economic development fund and \$100,000 to the capital improvement fund to support development in the City and finance improvements on US 6.

At the onset of the COVID-19 pandemic, fiscal controls were put into place to both protect the fiscal solvency of the City and ensure our employees and community at large were insulated from as much as harm from the pandemic as possible. Based on those measures and in combination with various aid programs and economic development activities, the City has improved its annual fiscal position while also ensuring stability during the pandemic. A great deal of this financial activity and benefit has been rooted in economic development projects - years in planning - that are beginning to positively impact the City's budget – and therefore operations. The City will continue to monitor these projects and related revenue streams to determine how and when additional investments can be recommended and planned for –

while simultaneously exploring additional economic development projects that will benefit the community and enhance quality of life for all. The FY 2022 Budget provides an opportunity to continue that dialogue and exploration with the ultimate goal of strong and reliable service delivery.

Financial Performance – A Review 2021

General Fund Performance: In 2017 (revised in 2019), City Council adopted a fiscal policy designed to ensure sufficient resources to be maintained in reserve to offset a potential economic downturn. This was a critical policy considering the economic crisis surrounding a global pandemic in 2020 and 2021. The policy dictates that between 15% - 25% of anticipated expenditures be maintained in unencumbered fund balance. Staff has projected that we will end FY 2021 with over \$1.4 million in unencumbered fund balance, a factor of 29%.

Revenues: Since the beginning of the pandemic, Staff has been closely monitoring major revenue and expense activity. Immediate cost savings measures were enacted to maintain existing fund balances, specifically in essential service operational funds such as the Fire Levy and General Fund. Fortunately, the City received over \$450,000 in CARES ACT funding and multiple reimbursements from BWC to assist with COVID-19 related expenses in 2020. In 2021, the City was awarded with over \$700,000 in federal stimulus funds to be used on local recovery. Staff will present a draft plan to the finance committee for anticipated uses of these funds. Council authorized the creation of a separate special revenue fund to account for the receipt and expenditure of these stimulus funds.

Revenue collections across all funds improved in 2021. The main source of revenue within the General Fund is the collection of an income tax on all withholdings and corporate net profits. Based on past performance, staff forecasted income tax collections for 2021 at \$3.1 million, a 10% increase from 2020. Reasons for the 10% increase is partially due to the recovery of the pandemic, activity at the former IAC facility, and growth in existing commercial businesses such as Mucci Farms and Firelands Scientific. The City is anticipating a 3% increase in income tax revenue in 2022. Income tax revenue challenges include the State's initiative to modify the municipal income tax collection policy relative to non-residents. Although the City may be impacted, the current trend on income tax suggests the City will not be impacted on total income tax revenue.

Staff conservatively budget increases for all other revenue sources at 1-2% unless historical trends show consistency in annual revenue.

New initiatives in 2020/2021: Although financial activity significantly underperformed on new initiatives due to the COVID-19 pandemic, such as the bed tax and transient rental program in 2020, the City is expected to collect more than budgeted for bed tax in 2021 (\$111,000 collected vs \$72,500 budgeted). The transient rental registration program did not meet budget expectations in 2021 (\$48,000 collected vs \$60,000 budgeted). However, 2021 transient rental registration revenue was higher by \$8,000 from 2020. The City has been more active on code enforcement with the hiring of a PT code enforcement officer in 2020 and hiring of a FT Planning and Zoning Manager in 2021. The 2022 budget includes budget for transitioning the PT zoning inspector into a FT position.

Additionally, the Sawmill Creek Resort annexation and related development will provide new revenue streams moving forward. Although not budgeted in 2022, as the exact completion date of the project renovations are unclear, the City will soon be receiving income tax from the project site and also

minimum service payment/special assessment revenue. Bed tax from the project site, per the annexation agreement with Huron Township, will remain 100% with Huron Township. Staff is still working to determine estimates on income tax revenues; however, the minimum service payment/special assessment revenue is anticipated to be approximately \$330,000 (once reduced per compensation agreements with Huron Schools and EHOVE). The approximate \$330,000 per year for thirty (30) years will be used to finance a portion of the renovations to the project site and will mainly be utilized for critical public infrastructure improvements on the west end of the City.

Finally, in 2021, the City officially formalized state recognition of the Rye Beach TIF Area. This designated area includes approximately seventy (70) parcels of property whose real estate tax increases (based on property investments) are to be 100% exempted (with the exception of those taxes that would normally be due to the Huron Schools and EHOVE) for 30 years. Instead of increased tax liabilities being paid to certain taxing districts, they will instead be diverted into a TIF account managed by the City and are to be used on future public infrastructure improvements around the TIF area. It should be noted that many parcels included in the TIF area are also subject to tax abatements which will reduce the amount of revenue realized in the TIF account until the abatements expire. Next year (2022) will be the first year the City is realizing revenues into the TIF account. The City will continue to keep the Council and Finance Committee up to date with expected projections into the account as we move through 2022.

Budget 2022

The 2022 budget was built with a mindset of cautious optimism, especially with the uncertainty of State and local revenues as the current pandemic still appears to be looming at times. Although the pandemic had a negative impact on City revenue in 2020, the City's ended the year in a strong financial position to implement the 2021 budget. 2021 revenue sources rebounded from the pandemic and allowed the City to competitively negotiate with all bargaining units and budget for necessary capital expenses. Items of note in the 2022 budget include:

Property Tax Revenue: Real property valuations are anticipated to increase in 2022. However, County Auditor estimates as of October 2021 does not show an increase in property tax revenues, therefore, the City is projecting a 1% increase in property tax proceeds for 2022. Property tax revenue for 2022 is expected to exceed \$1 million for all funds.

Income Tax Revenue: Staff conservatively forecasted this vitally important revenue stream for 2021. However, 2021 income tax revenue is projected at over 10% from 2020 actuals and the City is budgeting a 5% increase in 2022 from the 2021 budget, at \$3.2 million. Growing payroll at Mucci Farms and Firelands Scientific along with annexation of Sawmill Creek Resort and expectation that former IAC facility will be fully operational in 2022 justifies a 5% increase projection.

Personnel: Due to the fiscal awareness by City staff during the crisis, the 2021 budget was cautiously built with modest personnel increases and additional staffing for safety services. The 2022 budget includes proposed additions to the City's workforce to strengthen City support and safety services, as follows:

- 1 FT Police Officer – Budget impact = +\$84,697 (General Fund)
- PT Firefighter Wage Increase – Budget impact = +\$50,000 (Fire Levy Fund) – 50% split with Twp.
- 1 FT Parks Maintenance Worker – Budget impact = +\$73,433 (Parks and Recreation)

Fund) - although it should be noted that the ability to hire this position will also be dependent on Huron Joint Recreation District budget approvals from both Huron Township and Huron Schools.

- 1 PT Zoning Inspector to 1 FT Zoning Inspector – Budget Impact - +\$45,000 (General Fund)
- The Service Director and Director of Operations positions were included in the 2021 budget. There is no impact to the 2022 budget.

Parks and Recreation Revenue: Overall, Parks and Recreation budgeted revenue is projected to increase from 2021 to 2022. This is mostly due to having two full years of record-breaking parking fee revenues at Nickel Plate Beach. Nickel Plate Beach revenue exceeded budget by over 125% in 2020, as the parking fees exceeded \$80,000 for the first time in the Park's history. In 2021, parking fees exceeded budget by 86% as actual revenue was just under \$65,000 for the summer. The Parks and Recreation 2022 budget was conservatively built but included an increase of Nickle Plate Beach parking fees from \$35,000 to \$50,000. Although some revenue sources outperformed initial budget amounts, such as Nickle Plate Beach fees, the 2022 revenue budget was not significantly modified. Maintaining the operations of the Parks and Recreation Department is mostly dependent of the Huron Joint Recreation District's annual contribution, making up 74% of the total budget in 2022. Any net impact on HJRD contributions could result in budget costs directly related to services provided to residents.

Capital Assets: The 2022 budget book includes the City's capital asset replacement schedule. The schedule shows the City's commitment to purchasing and maintaining adequate vehicles and equipment for City services. In 2021, the City spent over \$287,000 on new vehicles and equipment, including four (4) new police cruisers and a street service truck. The recommended 2022 budget includes the purchase of one (1) new police cruiser, a new ambulance, and a street sweeper, totaling over \$500,000 in capital asset expenditures.

Capital Projects: The 2022 budget book also includes the City's current capital improvement plan. Although the City's current capital improvement plan (totaling over \$86 million) includes over \$70 million in unfunded projects over the next ten (10) years, the City is committed to spending over \$8 million on major capital improvements in the City in 2022. Major 2022 capital expenses include water plant improvements aimed at increasing overall plant capacity, Sawmill Parkway improvements, fish cleaning station at the boat launch, development at the former Con-Agra property, and conceptual design work on South Main street.

Debt Management: Starting in 2014, the City began a strategy to invest in critical capital infrastructure that had been under invested in as the City recovered from the Great Recession. Utilizing historically low interest rates, close to \$15 million worth of capital was invested in critical infrastructure projects. Currently, the City has over \$10 million in outstanding bonded debt, not inclusive of programmatic loans. As we plan for future years of investment, 2023 is the first major milestone to consider as a substantial portion of the City's debt will then be retired, freeing up additional resources available for debt service as well as capacity. The COVID-19 pandemic has created an additional opportunity to consider, as all indications show the interest rates available will likely remain low for multiple budgetary cycles and should be considered while finalizing the funding strategy going forward. The City is taking fiscally responsible steps in 2022 to formalize a debt management policy and plan for strategic debt financing options beyond 2022 to undertake projects related to Sawmill Creek Report and related infrastructure investments, ConAgra redevelopment, comprehensive local street resurfacing, Huron Public Expansion, Main Street redevelopment and a new parks and service facility.

Future Policy Discussions: The staff also looks forward to engaging Council in 2022 on several larger, and impactful project and policy discussions including but not limited to the list below. The Finance Committee recommended the 2022 budget to Council and also recommended Council to further review and consider the first two items on the list below.

- *Water Rate Study*
- *Permissive Tax Consideration*
- Storm Water Fee
- Water Asset Management Plan
- Garbage and Recycling Services
- City Organizational Structure
- City-wide pavement condition report
- Capital Improvement Program Financing Plan

This budget is the work product of countless hours of preparation, analysis and input from a wide variety of personnel. I appreciate the time, effort, and input of all department heads and staff members who have been instrumental in providing information, feedback and capital projections for their respective departments - and the coordination and leadership displayed by Cory Swaisgood and his staff specifically. I also want to thank the Finance Committee who have been tremendous stewards of the 2022 budget process and have brought forth expertise and thought-provoking considerations and dialogue.

ORDINANCE NO. 2021-41

Introduced by Mark Claus

AN ORDINANCE MAKING APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF HURON, OHIO DURING THE FISCAL YEAR ENDING DECEMBER 31, 2021.

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

SECTION 1. That the municipal budget heretofore prepared and submitted to the City Council by the City Manager, presented in a Public Hearing on December 14, 2021 is hereby adopted as the appropriation ordinance for the current expenses and other expenditures of the City of Huron during the fiscal year ending December 31, 2022, and there is hereby appropriated to the various funds and accounts the amounts set forth in Exhibit "A" on file in the office of the Clerk of Council, a true and correct copy of which is hereby made a part of this Ordinance as if fully set forth in the body hereof.

SECTION 2. That those sums which are expended from the above appropriations and are repaid by any other department, any firm, person or corporation shall be considered re-appropriated for such original purpose, provided the total appropriation as increased by and such repayment shall not be exceeded.

SECTION 3. The Director of Finance is hereby authorized to draw his warrants as approved by the City Manager for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefor, duly approved; provided, however, no warrants shall be drawn or paid for salaries or wages except for persons employed by authority of, and in accordance with, law or ordinance.

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

SECTION 5. That, in accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

INITIAL APPROPRIATIONS 2022

GENERAL FUND

110

Police Department		
Personnel Services	\$ 1,332,013	
Other Expenses	\$ 133,000	
Department Total:		\$ 1,465,013

Police and Fire Communications		
Personnel Services	\$ -	
Other Expenses	\$ 81,000	
Department Total:		\$ 81,000

Building and Inspections		
Personnel Services	\$ 250,584	
Other Expenses	\$ 104,700	
Department Total:		\$ 355,284

Refuse Collections		
Personnel Services	\$ -	
Other Expenses	\$ -	
Department Total:	\$ -	\$ -

Information Technology		
Personnel Services	\$ -	
Other Expenses	\$ 35,000	
Department Total:		\$ 35,000

City Manager		
Personnel Services	\$ 59,111	
Other Expenses	\$ 5,500	
Department Total:		\$ 64,611

Human Resources		
Personnel Services	\$ 10,143	
Other Expenses	\$ 15,500	
Department Total:		\$ 25,643

Finance Department		
Personnel Services	\$ 83,584	
Other Expenses	\$ 18,800	
Department Total:		\$ 102,384

Income Tax Department		
Personnel Services	\$ -	
Other Expenses	\$ 99,990	

Department Total:		\$ 99,990
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Law Director		
Personnel Services	\$ 29,822	
Other Expenses	\$ 100,000	
Department Total:		\$ 129,822

City Council		
Personnel Services	\$ 56,332	
Other Expenses	\$ 10,000	
Department Total:		\$ 66,332

Municipal Court		
Personnel Services	\$ 268,474	
Other Expenses	\$ 20,167	
Department Total:		\$ 288,641

Public Buildings		
Personnel Services	\$ -	
Other Expenses	\$ 130,500	
Department Total:		\$ 130,500

Administrative Support		
Personnel Services	\$ 137	
Other Expenses	\$ 527,689	
Department Total:		\$ 527,826

Operating Transfers Out		
Transfers Out	\$ 1,539,100	
Advances Out	\$ -	
Department Total:		\$ 1,539,100

Total GENERAL FUND:		\$ 4,911,147
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SPECIAL WARRANTS	111	
Personnel Services	\$ 3,045	
Other Expenses	\$ -	
Transfers Out	\$ -	
Total SPECIAL WARRANTS:		\$ 3,045.00

GARBAGE, RECYCLING, YARD WASTE FUND	201	
Personnel Services	\$ 42,158	
Other Expenses	\$ 822,000	
Transfers Out	\$ -	
Total GARBAGE, RECYCLING, YARD WASTE FUND:		\$ 864,158.45

PROPERTY MAINTENANCE FUND**202**

Personnel Services	\$ -	
Other Expenses	\$ 14,407	
Transfers Out	\$ -	
Total PROPERTY MAINTENANCE FUND:		\$ 14,407.00

PARKS AND RECREATION FUND**207**

Personnel Services	\$ 475,626	
Other Expenses	\$ 217,600	
Transfers Out	\$ 42,250	
Total PARKS AND RECREATION FUND:		\$ 735,476

BOAT BASIN**210**

Personnel Services	\$ 74,007	
Other Expenses	\$ 237,660	
Transfers Out	\$ -	
Total BOAT BASIN:		\$ 311,667

HURON PARKS FOUNDATION**211**

Personnel Services	\$ -	
Other Expenses	\$ 6,000	
Transfers Out	\$ -	
Total HURON PARKS FOUNDATION:		\$ 6,000

STREET MAINTENANCE FUND**212**

Personnel Services	\$ 388,964	
Other Expenses	\$ 406,706	
Transfers Out	\$ 105,000	
Total STREET MAINTENANCE FUND:		\$ 900,670

STATE HIGHWAY**213**

Personnel Services	\$ 29,879	
Other Expenses	\$ 20,000	
Transfers Out	\$ -	
Total STATE HIGHWAY:		\$ 49,879

SPECIAL FIRE LEVY**214**

Personnel Services	\$ 1,919,579	
Other Expenses	\$ 297,700	

Transfers Out	\$ 365,000	
Total SPECIAL FIRE LEVY:		\$ 2,582,279

STREET LIGHTING
215

Personnel Services	\$ 18,092	
Other Expenses	\$ 193,800	
Transfers Out	\$ -	
Total STREET LIGHTING:		\$ 211,892

COURT COMPUTER FUND
216

Personnel Services	\$ -	
Other Expenses	\$ 40,000	
Transfers Out	\$ -	
Total COURT COMPUTER FUND:		\$ 40,000

COURT CAPITAL PROJECTS
217

Personnel Services	\$ -	
Other Expenses	\$ 10,000	
Transfers Out	\$ -	
Total COURT CAPITAL PROJECTS:		\$ 10,000

INDIGENT ALCOHOL TREATMENT
218

Personnel Services	\$ -	
Other Expenses	\$ 1,000	
Transfers Out	\$ -	
Total INDIGENT ALCOHOL TREATMENT:		\$ 1,000

ENFORCEMENT/EDUCATION
219

Personnel Services	\$ -	
Other Expenses	\$ 1,600	
Transfers Out	\$ -	
Total ENFORCEMENT/EDUCATION:		\$ 1,600

POLICE RESOURCE OFFICER
220

Personnel Services	\$ 68,985	
Other Expenses	\$ -	
Transfers Out	\$ 9,372	
Total POLICE RESOURCE OFFICER:		\$ 78,357

INDIGENT DRIV INTERLOCK & ALCO
222

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Personnel Services	\$	-
Other Expenses	\$	-
Transfers Out	\$	-
Total INDIGENT DRIV INTERLOCK & ALCO:	\$	-

MARINE PATROL GRANT
225

Personnel Services	\$	28,684
Other Expenses	\$	11,667
Transfers Out	\$	-
Total MARINE PATROL GRANT:		\$ 40,351

ARPA FUND
227

Personnel Services	\$	-
Other Expenses	\$	300,000
Transfers Out	\$	-
Total ARPA FUND:		\$ 300,000

MANDATORY TRUST FINE
270

Personnel Services	\$	-
Other Expenses	\$	-
Transfers Out	\$	-
Total MANDATORY TRUST FINE:		\$ -

CONTRABAND FORFEITURE
271

Personnel Services	\$	-
Other Expenses	\$	7,500
Transfers Out	\$	-
Total CONTRABAND FORFEITURE:		\$ 7,500

PROBATION FUND
272

Personnel Services	\$	36,510
Other Expenses	\$	1,696
Transfers Out	\$	-
Total PROBATION FUND:		\$ 38,206

FIRE PENSION FUND
274

Personnel Services	\$	290,089
Other Expenses	\$	800
Transfers Out	\$	-
Total FIRE PENSION FUND:		\$ 290,889

POLICE PENSION FUND**275**

Personnel Services	\$	210,000
Other Expenses	\$	1,153
Transfers Out	\$	-
Total POLICE PENSION FUND:		\$ 211,153

ECONOMIC DEVELOPMENT FUND**277**

Personnel Services	\$	-
Other Expenses	\$	120,000
Transfers Out	\$	-
Total ECONOMIC DEVELOPMENT FUND:		\$ 120,000

EMPLOYEE BENEFIT RESERVE FUND**298**

Personnel Services	\$	50,000
Other Expenses	\$	-
Transfers Out	\$	-
Total EMPLOYEE BENEFIT RESERVE FUND:		\$ 50,000

EMPLOYEE BENEFIT RESERVE - WATER**299**

Personnel Services	\$	30,000
Other Expenses	\$	-
Transfers Out	\$	-
Total EMPLOYEE BENEFIT RESERVE - WATER:		\$ 30,000

G.O. BOND RETIREMENT**301**

Personnel Services	\$	-
Other Expenses	\$	885,513
Transfers Out	\$	-
Total G.O. BOND RETIREMENT:		\$ 885,513

CAPITAL IMPROVEMENT**401**

Personnel Services	\$	-
Other Expenses	\$	4,009,547
Transfers Out	\$	-
Total CAPITAL IMPROVEMENT:		\$ 4,009,547

CAPITAL EQUIPMENT RESERVE & REPLACEMENT**403**

Personnel Services	\$	-
Other Expenses	\$	506,121
Transfers Out	\$	-

Total CAPITAL EQUIPMENT RESERVE & REPLACEMENT:		\$ 506,121
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WATER BOND RETIREMENT 602

Personnel Services	\$ -	
Other Expenses	\$ 190,764	
Transfers Out	\$ -	
Total WATER BOND RETIREMENT:		\$ 190,764

WATER CAPITAL PROJECTS 603

Personnel Services	\$ -	
Other Expenses	\$ 3,123,000	
Transfers Out	\$ -	
Total WATER CAPITAL PROJECTS:		\$ 3,123,000

WATER FUND 604

Personnel Services	\$ 1,379,741	
Other Expenses	\$ 705,705	
Transfers Out	\$ 385,000	
Total WATER FUND:		\$ 2,470,446

STORM WATER FUND 605

Personnel Services	\$ 19,224	
Other Expenses	\$ 75,200	
Transfers Out	\$ -	
Total STORM WATER FUND:		\$ 94,424

ELECTRIC FUND 654

Personnel Services	\$ 284,639	
Other Expenses	\$ 4,142,440	
Transfers Out	\$ -	
Total ELECTRIC FUND:		\$ 4,427,079

COMMUNITY INFRASTRUCTURE FEE FUND 655

Personnel Services	\$ -	
Other Expenses	\$ 200,000	
Transfers Out	\$ -	
Total COMMUNITY INFRASTRUCTURE FEE FUND:		\$ 200,000

COMPUTER REPAIR & MAINTENANCE 701

Personnel Services	\$ -	

Other Expenses	\$	55,000
Transfers Out	\$	-
Total COMPUTER REPAIR & MAINTENANCE:		\$ 55,000

HEALTHCARE 703

Personnel Services	\$	1,137,600
Other Expenses	\$	-
Transfers Out	\$	-
Total HEALTHCARE:		\$ 1,137,600

HURON JOINT RECREATION DISTRICT 860

Personnel Services	\$	-
Other Expenses	\$	496,274
Transfers Out	\$	-
Total HURON JOINT RECREATION DISTRICT:		\$ 496,274

STATE PATROL 863

Personnel Services	\$	-
Other Expenses	\$	15,000
Transfers Out	\$	-
Total STATE PATROL:		\$ 15,000

PUBLIC SAFETY TRECHNOLOGY GRANT 865

Personnel Services	\$	-
Other Expenses	\$	-
Transfers Out	\$	-
Total PUBLIC SAFETY TRECHNOLOGY GRANT:		\$ -

DAMAGED STRUCTURE FUND 870

Personnel Services	\$	-
Other Expenses	\$	-
Transfers Out	\$	-
Total DAMAGED STRUCTURE FUND:		\$ -

HURON RESCUE SQAUD 876

Personnel Services	\$	-
Other Expenses	\$	29,500
Transfers Out	\$	-
Total HURON RESCUE SQAUD:		\$ 29,500

UNCLAIMED FUNDS 899

Personnel Services	\$ -	
Other Expenses	\$ -	
Transfers Out	\$ -	
Total UNCLAIMED FUNDS:	\$ -	\$ -

GRAND TOTAL		\$ 29,449,944.56
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TO: Mayor Artino and City Council
FROM: Cory Swaisgood , Finance Director
RE: Ordinance No. 2021-45
DATE: December 14, 2021

Subject Matter/Background

Ordinance No. 2021-45 requests the Council's authorization for changes to the annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the detailed breakdown.

Financial Review

See Exhibit "A" for financial review and details of cash transfers, supplemental appropriations and increase in estimated resources and budget transfer.

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. 2021-45 as represented in order to maintain budgetary compliance.

[Ordinance No. 2021-45.doc](#)
[2021-45 Exhibit A.pdf](#)

ORDINANCE NO. 2021-45

Introduced by Mark Claus

AN ORDINANCE AMENDING ORDINANCE NO. 2020-34, ADOPTED DECEMBER 8, 2020, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES, AN INCREASE IN ESTIMATED RESOURCES, AND CASH TRANSFERS BETWEEN FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2020-34, adopted December 8, 2020, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2021 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 appropriation transfers, supplemental appropriations and an increased in estimated resources, and to approve 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. 2020-34, adopted on the December 8, 2020, as amended by Ordinance No. 2021-2 adopted on January 26, 2021, as amended by Ordinance No. 2021-10 adopted on March 9, 2021, as amended by Ordinance No. 2021-11 adopted on April 13, 2021, as amended by Ordinance No. 2021-17 adopted on April 27, 2021, as amended by Ordinance 2021-20 adopted on June 22, 2021, as amended by Ordinance No. 2021-28 adopted on July 27, 2021, as amended by Ordinance No. 2021-34 adopted on September 14, 2021, as amended by Ordinance No. 37-2021 adopted on October 26, 2021, and as amended by Ordinance No. 2021-40 adopted on November 23, 2021, is hereby amended to provide for supplemental appropriations, appropriation transfers, an increase in estimated resources, and to make 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, 2021, and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized, and to make cash transfers between and among those certain funds of the City 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 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 for the further reason that this Ordinance shall become immediately effective to fund the operations of the City of Huron; 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.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____.

CITY OF HURON
SUPPLEMENTAL APPROPRIATIONS, BUDGET TRANSFERS, CASH TRANSFERS, AND ESTIMATED RESOURCES
SUMMARY SHEET

DATE: 12/14/2021
ORDINANCE: 2021-45

Appropriation Measure

Reason for Appropriation Measure

The following appropriation measures are necessary to properly budget for and clean up annual appropriations as the City nears the end of the fiscal year. Supplemental budget items to note include increases to cash transfer budgets to accommodate year end cash transfers between funds for the payroll stabilization fund and garbage fund. Economic development activities, marine patrol grant, building permits, and budget for the 27th pay of 2021 also need additional appropriations. The reduction in the transfer budget of \$120,000 is related to the Garbage Fund. Only \$75,000 is being transferred from the General Fund, which was initially budgeted at a higher amount. Most of this supplemental appropriations are offset by an increase in estimated resources, such as budgeted cash transfers and building permits.

The increases in estimated resources is mostly due to transfers into the payroll stabilization and garbage funds. Building permit revenue and bed tax revenue currently exceed budgeted revenue, therefore, an increase in estimated resources is warranted.

In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control, and amendments to estimated resources. **The net impact on the budget is +\$85,355. All funds have sufficient fund balance to make these budget adjustments**

APPROPRIATION MEASURE

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount
GENERAL FUND	110	Transfers	Transfers Out	\$ 50,000.00
GENERAL FUND	110	Building/Zoning	Other Expenses	\$ 50,000.00
GENERAL FUND	110	Admin. Support	Other Expenses	\$ 10,000.00
GENERAL FUND	110	Transfers	Transfers Out	\$ (120,000.00)
MARINE PATROL FUND	225	Police	Other Expenses	\$ 2,000.00
ECONOMIC DEVELOPMENT FUND	277	Econ. Dev.	Other Expenses	\$ 15,000.00
GO DEBT RETIREMENT	301	Debt	Other Expenses	\$ 500.00
EMPLOYEE BENEFIT GENERAL	298	General Admin.	Personnel Services	\$ 20,000.00
EMPLOYEE BENEFIT WATER	299	Water	Personnel Services	\$ 20,000.00
WATER DEBT SVC FUND	602	Water	Other Expenses	\$ 15,000.00
WATER FUND	604	Water	Transfers Out	\$ 50,000.00

NET IMPACT ON TOTAL APPROPRIATIONS \$ 112,500

ESTIMATED RESOURCES AMENDMENT

Fund	Fund - Account #	Account Description	Increase/(Decrease) Amount
PARKS FUND	208-0015-44100	Petty Cash	\$ 315.00
RECREATION FUND	209-0015-44100	Petty Cash	\$ 40.00
GENERAL FUND	110-0007-41651	Building Permits	\$ 57,500.00
GENERAL FUND	110-0006-41506	Bed Tax	\$ 40,000.00
EMPLOYEE BENEFIT GENERAL	298-0012-49110	Transfer From General Fund	\$ 50,000.00
EMPLOYEE BENEFIT WATER	299-0012-49604	Transfer From Water Fund	\$ 50,000.00

NET IMPACT ON TOTAL EST. RESOURCES \$ 197,855

Net Overall Impact to Budget \$ 85,355

Cash Transfer between Funds**Reason for Cash Transfer:**

The following cash transfers are necessary to accommodate the following activities:

Transfers to employee benefit reserves (payroll stabilization) to for the 27th pay in 2021 and reserve for potential termination payouts, and, Transfer to the Garbage Fund, as budgeted, to provide sufficient funds through the rest of the Republic Services Contract, expiring June 2022.

CASH TRANSFER FROM:

Fund Name	Fund Number	Department/Activity	Description	Amount	Cash Balance After Transfer
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO EMPLOYEE BENEFIT	\$ (50,000.00)	\$ 1,707,911
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO GARBAGE FUND	\$ (75,000.00)	
WATER FUND	604	TRANSFER OUT	TRANSFER TO EMPLOYEE BENEFIT WTR	\$ (50,000.00)	\$ 2,454,683

TOTAL TRANSFERS OUT: \$ (175,000.00)

CASH TRANSFER TO:

Fund Name	Fund Number	Department/Activity	Account Description	Amount	Cash Balance After Transfer
EMPLOYEE BENEFIT	298	TRANSFER IN	TRANSFERS FROM GENERAL FUND	\$ 50,000.00	\$ 271,992
EMPLOYEE BENEFIT WTR	299	TRANSFER IN	TRANSFERS FROM WATER FUND	\$ 50,000.00	\$ 117,583
GARBAGE RECYCLING YW FUND	201	TRANSFER IN	TRANSFERS FROM GENERAL FUND	\$ 75,000.00	\$ 102,692

TOTAL TRANSFERS IN: \$ 175,000.00



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 86-2021
DATE: December 14, 2021

Financial Review

There is no financial impact to the City, as the annual salary remains the same. The City Prosecutor's salary is paid out of the General Fund.

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. 86-2021 is in order.

[Resolution No. 86-2021.doc](#)

[Resolution No. 86-2021 Exhibit A.pdf](#)

RESOLUTION NO. 86-2021

A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT WITH ANDREA F. ROCCO FOR THE PROVISION OF LEGAL SERVICES AS PROSECUTING ATTORNEY FOR THE CITY OF HURON FOR A PERIOD OF ONE (1) YEAR

WHEREAS, Andrea F. Rocco has experience as a prosecuting attorney for other cities and has agreed to be the prosecuting attorney for the City of Huron in all cases wherein she does not have a conflict; and,

WHEREAS, such representation and obligations are set out in the Employment Agreement attached hereto as Exhibit "A"; and

WHEREAS, Andrea F. Rocco is a member in good standing of the Ohio State Bar Association and has experience in criminal law; and

WHEREAS, it is necessary to have a prosecuting attorney available so that she can represent the City in criminal cases; and

WHEREAS, the City and Ms. Rocco will enter into an employment agreement for a period of one (1) year to ensure continual representation for the City; and,

WHEREAS, the City Council of the City of Huron finds that it is in the best interest of the City and the residents of the City to enter into an agreement with Andrea F. Rocco for prosecuting attorney services for one (1) year in the Huron Municipal Court.

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

SECTION 1. The Huron City Council authorizes the City Manager to execute the Employment Agreement for Prosecuting Attorney Services between Andrea F. Rocco and the City of Huron, said agreement to 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 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: _____

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into by and between the City of Huron, Ohio, a Charter Municipality located at 417 Main Street, Huron, Ohio (hereinafter referred to as "City") and Andrea F. Rocco (hereinafter referred to as "Attorney") for the provision of legal services as Prosecuting Attorney for the City of Huron.

SECTION 1. SCOPE OF WORK

1.1 Attorney shall serve at the pleasure of the City under the direction of the Law Director and City Manager, and shall fulfill the role of Prosecuting Attorney for the City. Attorney shall represent the City as Prosecuting Attorney in all proceedings before the Huron Municipal Court, including jury trials, bench trials, pre-trial hearings, felony preliminary hearings, show cause hearings, and other hearings as required by the Huron Municipal Court, in addition to prosecuting code and zoning violations and related cases. The duties of the Prosecuting Attorney shall include the review and signing of citations and complaints as required; review of police incident reports and supporting documents for charging determination; appearance at hearings and trials; telephone conversations; meetings with officers, victims, opposing counsel and witnesses as necessary; and prepare all documents necessary in the pursuit of prosecution of all criminal and traffic cases before the Huron Municipal Court; prosecuting code and zoning violations and related cases.

1.2 Attorney shall be at all times during the life of this Agreement a licensed practicing attorney in good standing with the Ohio Supreme Court.

SECTION 2. TERM

2.1 This Agreement shall be effective upon execution by all parties. The term of this Agreement shall be for twelve (12) months. Either party hereto may terminate this Agreement, for any or no reason, on sixty [60] days prior written notice to the other party .

2.2 Early termination of this Agreement shall relieve the City of any obligation to provide compensation in excess of days and hours actually worked. Upon properly served notice of early termination, the City shall compensate Attorney for all compensation due upon the effective date of termination.

SECTION 3. COMPENSATION

3.1 The initial annual salary for this position shall be established at \$25,000.00 and shall be payable in bi-weekly installments. Compensation provided pursuant to the terms herein shall be subject to all federal, state, and local tax withholdings. The City shall review Attorney's performance at the ninety (90) day anniversary of this Agreement to determine whether an adjustment to compensation is warranted in the reasonable opinion of the City.

3.2 Compensation provided pursuant to the terms herein shall be subject to all statutorily required pension obligations. The City shall reduce Attorney's gross compensation which is subject to and qualifies as compensation subject to contributions to the Ohio Public Employee's Retirement System by the statutory member amount and shall contribute to the Ohio Public Employee's Retirement System that amount which is statutorily required as employer contribution.

3.3 The City shall, in reporting and making remittances to the Ohio Public Employees Retirement System, report that Attorney's contribution has been made as provided by statute.

SECTION 4. HOURS OF WORK

4.1 Attorney shall be available to address matters outlined in Section 1.1 in the Huron Municipal Court when necessary or applicable in the reasonable judgment of the Attorney. In the event that Attorney is unavailable, prior notice shall be given to allow for sufficient coverage to be established. Attorney understands and agrees due to the nature of this appointment, Attorney will be available twenty-four hours a day, seven days a week in emergency circumstances or necessary consultation with law enforcement personnel.

4.2 Attorney understands and agrees that this appointment is not subject to overtime compensation.

SECTION 5. HEALTH, DISABILITY, AND LIFE INSURANCE BENEFITS

5.1 Attorney understands and agrees that this appointment is not subject to receipt of health, disability, and life insurance benefits, but Attorney shall be covered under the City's professional liability insurance policy(ies) unless the City modifies and/or changes said coverages on no less than sixty (60) days prior written notice to Attorney.

5.2 The Parties agree that this Agreement shall supersede any obligation of the City to provide health, disability, and life insurance benefits.

SECTION 6. VACATION, SICK, HOLIDAYS AND PERSONAL LEAVE BENEFITS

6.1 Attorney understands and agrees that this appointment is not subject to receipt of vacation, sick, holidays and personal leave benefits.

SECTION 7. OTHER TERMS AND CONDITIONS

7.1 The City, upon agreement with the Attorney, may fix such other terms and conditions of appointment as Prosecuting Attorney, as it may determine from time to time, that are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, Codified ordinances or other applicable law.

7.2 All notices pursuant to this Agreement, shall be sent by simultaneous U.S. Certified mail, return receipt required and U.S. Regular Mail to the following:

City of Huron
Attn: City Manager
417 Main St.
Huron, Ohio 44839

Andrea F. Rocco
3110 Dover Center Road
Westlake, Ohio 44145

7.3 This Agreement sets forth the entire agreement between the Parties and shall be interpreted in accordance with the laws of the State of Ohio.

7.4 The Parties, by mutual written agreement, may amend this Agreement during its life. Such amendments shall be incorporated as an exhibit and approved by the City and Attorney.

7.5 This Agreement shall be binding on Attorney, her heirs, executors, personal representatives and agents, and on the City and the successors to the Council members.

7.6 The invalidity or partial invalidity of any portion of the Agreement shall not affect any other provision. In the event that any provision or partial provision is held to be invalid by a court of competent jurisdiction, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement of judicial modifications of the invalid provision or partial provision.

City of Huron

Matthew Lasko, City Manager

Andrea F. Rocco

Approved as to form:

Todd A. Schrader, Law Director