



The City of Huron, Ohio
417 Main St.
Huron, OH 44839
www.cityofhuron.org
Office (419) 433-5000
Fax (419) 433-5120

Agenda for the regular session of City Council
March 26, 2019 at 6:30p.m.

- I. **Call to order** Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. **Roll Call of City Council**
- III. **Approval of Minutes** Regular meeting of March 12, 2019.
- IV. **Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3 minute time limit)
- V. **New Business**
 - Resolution 2019-15 A resolution authorizing the annual agreement pertaining to the Huron Joint Recreation District (HJRD).
 - Resolution 2019-16 A resolution authorizing the placement of signage in the median area promoting various Parks & Recreation programming/events.
 - Resolution 2019-17 A resolution authorizing an agreement with Huron Lagoons Marina for the use of their pool for the Parks and Recreation Swim Lesson Program.
 - Resolution 2019-18 A resolution authorizing an agreement with the Inn at the River's Edge, L.P., granting the city a license to occupy and use property for city sponsored events.
 - Resolution 2019-19 A resolution accepting the proposal and authorizing an agreement with OHM Advisors for the provision of engineering design and construction services relative to storm sewer and catch basin replacements in the Rye Beach neighborhood.
 - Resolution 2019-20 A resolution authorizing the renewal of an agreement with GovDeals, Inc. for the provision of on-line auction services.
 - Resolution 2019-21 A resolution accepting the proposal and authorizing an agreement with Walter Haverfield, LLP for the provision of Law Director Services.
 - Ordinance 2019-5 Appropriations
- VI. **City Manager's Discussion**
- VII. **Mayor's Discussion**
- VIII. **For the Good of the Order**

IX. Executive Session

X. Adjournment



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2019-15
DATE: March 15, 2019

Subject Matter/Background

This resolution authorizes the annual agreement between the City/Huron Township/Huron City Schools related to the Huron Joint Recreation District; confirming the joint acquisition, operation and/or maintenance of recreation facilities related to the Huron Joint Recreation District.

Under the proposed agreement, the 2019 contribution rates are established as follows representing the percentage distribution authorized by council in previous agreements: City portion at 65%, Huron Township portion at 25%, and Huron School District portion at 10%. These amounts are broken down as follows:

65%	City of Huron:	\$238,875
25%	Huron Township:	\$ 91,875
10%	Huron School District:	\$ 36,750

Financial Review

The amounts included above have been incorporated into Ordinance 2019-5 for budgetary modifications

Legal Review

The matter has been reviewed by Administration; the contract terms are similar to previous years. Due to the percentage breakdown amongst the three entities, the annual cost changes from year to year. The percentage distribution has remained the same. Historically, city council establishes the budget which leads to this agreement. Affirmance of the agreement will cause staff to forward the agreement on to the additional entities for separate ratification of the terms.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2019-15 is in order.

RESOLUTION NO. 2019-15

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT CONFIRMING THE JOINT ACQUISITION, OPERATION AND/OR MAINTENANCE OF RECREATIONAL FACILITIES AND AN AGREEMENT FOR THE OPERATION AND MAINTENANCE OF SUCH FACILITIES AND PROGRAMS ESTABLISHED BY THE HURON JOINT RECREATION PROGRAM

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

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to enter into an Agreement Confirming the Joint Acquisition, Operation and/or Maintenance of Recreational Facilities and an Agreement For the Operation and Maintenance of such Facilities and Programs Established by the Huron Joint Recreation District, which agreements shall be substantially in the form of Exhibits “A” and “B”, respectively, attached hereto and made a part hereof.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution and the subject matters set forth herein were adopted in open meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in compliance with all legal requirements, including O.R.C. § 121.22 and the Codified Ordinances of the City of Huron.

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

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

AN AGREEMENT CONFIRMING THE JOINT ACQUISITION, OPERATION AND/OR MAINTENANCE OF RECREATIONAL FACILITIES AND TO ESTABLISH THE HURON JOINT RECREATION DISTRICT

THIS AGREEMENT is hereby made and executed by and between the City of Huron, Ohio, a municipal corporation of Erie County, Ohio, [City], the Board of Trustees of Huron Township, Erie County, Ohio a political subdivision of the State of Ohio, [Township] and the Board of Education of Huron School District, Erie County, Ohio, a political subdivision of the State of Ohio, [School]”, to be effective as of the 1st day of January, 2019.

WHEREAS, the parties have heretofore created and funded the Huron Joint Recreation Study Committee;

WHEREAS, the parties now desire to continue and confirm a joint recreation district pursuant to the O.R.C. § 755.14(C), to be known as the “Huron Joint Recreation District” [the District], which district will acquire and/or lease property to equip, operate and maintain such parks, playgrounds, playfields, gymnasiums, public baths, swimming pools and indoor recreation centers as determined by the Board of Trustees of the District to be necessary or conducive to the public welfare; and

WHEREAS, the parties entered into agreements similar to this Agreement and now wish to renew and modify those agreements as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and pursuant to O.R.C. § 755.16(A), the parties hereto agree as follows:

1. They and each of them will, or have, by appropriate Resolution, establish(ed) the Huron Joint Recreation District, consisting of all the territory of the City, Township and School, governed by the Huron Joint Recreation District Board of Trustees, consisting of nine (9) trustees residing in the District, three (3) of whom shall be appointed by each, the City, Township and School, with one (1) of each of the three (3) being an elected or appointed official of the appointing entity and with two (2) of each of the three (3) being other than elected or appointed officials of the appointing entity.

2. This Agreement shall be deemed to be in full force and effect on and after it has been executed by all Parties.
3. The contributions from the parties for the year 2019 shall be as follows: the City, Two Hundred Thirty Eight Thousand Eight Hundred and Seventy Five Dollars (\$238,875.00); the Township, Ninety One Thousand Eight Hundred and Seventy Five Dollars (\$91,875.00); and, the School, Thirty Six Thousand Seven Hundred Fifty Dollars (\$36,750.00). Upon the City's depositing at least Fifty Thousand Dollars (\$50,000.00) of its contribution to the appropriate account or fund, the remaining parties shall make their contributions by the end of the quarter following the City's deposit. The remainder of the City's contribution shall be due before the end of the fiscal year. Funds thus deposited shall be used exclusively for operational and maintenance expenses for the District, including wages and fringe benefits. The City shall account for all funds deposited by the parties and shall make reports semi-annually to the Township and School for all income, expense and remaining balance of funds deposited hereunder. Any capital improvements shall be the responsibility of the party holding title to the facility at which any such improvements are to be made.
4. The District shall enter into an Agreement with the City of Huron for the maintenance of the District's recreational facilities and the establishment and management of recreational programs for the District, which Agreement shall be in the form of "Exhibit B" attached hereto and incorporated by reference.
5. The term of this Agreement shall be for one (1) year, and this Agreement may be amended from time to time in a writing signed by all parties with the appropriate approval of the entities' legislative authority.
6. The parties hereby ratify and affirm each and every act undertaken by the District pursuant to their original and subsequent agreement provided; however, this Agreement shall supersede and take the place of the parties' former agreement of similar import.

IN WITNESS WHEREOF, the parties have executed this Agreement, pursuant to their

respective, appropriate, contracting authority procedures as below listed on the date indicated below.

CITY OF HURON, ERIE COUNTY, OHIO

APPROVED AS TO FORM

By _____
City Manager

Law Director
City of Huron

By _____

Dated: _____, 2019

Law Director

Resolution No. 2019-__

Passed: _____, 2019

BOARD OF TRUSTEES OF HURON TOWNSHIP, ERIE COUNTY, OHIO

By _____

By _____

By _____

APPROVED AS TO FORM

Kevin J. Baxter
Erie County Prosecutor

Dated: _____, 2019

By _____

Resolution No. _____

Gerhard Gross

Passed: _____, 2019

Assistant Prosecutor -- Erie County

BOARD OF EDUCATION OF HURON SCHOOL DISTRICT, ERIE COUNTY, OHIO

By _____

By _____

By _____

By _____

By _____

Dated: _____, 2019

Resolution No. _____

Passed: _____, 2019

AGREEMENT PROVIDING FOR THE MAINTENANCE OF RECREATIONAL FACILITIES AND MANAGEMENT OF RECREATIONAL PROGRAMS FOR THE HURON JOINT RECREATION DISTRICT

THIS AGREEMENT is hereby made and concluded by and between the City of Huron, Ohio, a municipal corporation of Erie County, Ohio [City], and the Huron Joint Recreation District, a statutory joint recreation district of Erie County, Ohio [the District], to be effective as of the date of the last party's execution hereof as follows:

WHEREAS, the District is a statutory joint recreation district formed in 1995 by the City, the Board of Trustees of Huron Township, Erie County, Ohio and the Board of Education of Huron City School District, Erie County, Ohio under the authority of O.R.C. §755.16;

WHEREAS, the District was created to enhance the recreational opportunities for the inhabitants of the City, Huron Township and the Huron City School District by the combining of resources of the creating entities; and

WHEREAS, the District wishes to continue to engage the services of the City, especially its Parks and Recreation Department, to provide for the management of recreational programs to be conducted at such facilities to the benefit of the creating entities' respective citizenry;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Any funds already on deposit or hereafter deposited or paid into the City's Park and Recreation Fund as set forth in the parties' Agreement establishing a Joint Recreation District shall be separately identified in such Fund, and expenditures of such moneys in furtherance of this Agreement shall be separately recorded and tracked. Each year, the City's Parks and Recreation Department shall establish a budget for funds deposited or paid by the parties, and each party shall be provided with a copy of such budget. Each party shall review such proposed budget.

2. The City shall participate in the creation of recreational programs to be conducted at the facilities operated and maintained by the District and shall manage such programs as the District shall establish; provided, however, the Director of the City's Department of Parks and Recreation shall have the right to decline to manage a recreational program created by the District without the consent and agreement of the City.

3. Included as a common expense to be paid from such fund shall be the cost of such insurance as the City shall deem appropriate with regard to the facilities and programs covered by this Agreement.

4. This Agreement shall supersede and take the place of the parties' agreement of similar import as the same previously existed.

IN WITNESS WHEREOF, the parties hereto execute this Agreement, pursuant to their respective, appropriate contracting authority procedures as below indicated, on the date indicated below.

CITY OF HURON, ERIE COUNTY, OHIO

By _____
City Manager

Date: _____

Resolution No. 2019-__

Adopted: _____, 2019

HURON JOINT RECREATIONAL DISTRICT

By: _____
Huron Joint Recreation District Chairperson



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2019-16
DATE: March 15, 2019

Subject Matter/Background

Resolution 2019-16 authorizes the annual request of the Parks & Recreation Department to place advertising signage in the median area to promote various events and programs.

As submitted by the Recreation Manager Brian Croucher within a legislative request to Administration:

The Parks and Recreation Department is seeking Council consideration for the adoption of Resolution 2019-16 which would allow annual advertising signs and banners in the median on Route 6, between Williams Street and Center Street for various programs and events in 2019 as specified in Exhibit "A" of the resolution.

Financial Review

The matter has been reviewed, there is no financial impact associated with this resolution.

Legal Review

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

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2019-16 is in order.

RESOLUTION NO. 2019-16

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF HURON, OHIO, TO SUPPORT THE REQUEST OF THE HURON PARKS AND RECREATION DEPARTMENT FOR THE PLACEMENT OF EVENT SIGNAGE IN THE MEDIAN AREA DURING 2019.

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

SECTION 1: The City Manager is authorized on behalf of the City of Huron, Ohio to support the request of the Huron Parks and Recreation Department to place advertising signage in support of planned events in the median area, said request 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.

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

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

March 1, 2019

To: Huron City Council

From: Huron Parks and Recreation

As in past years, Parks and Recreation would like to Council to consider a request for sign and banner placement in the median area.

The following events may require signs or banners that need to be displayed in the median area to promote events or provide directions for participants. Signs are corrugated plastic with steel stake stands and are 1.5' x 2' in size. Banners are vinyl with steel stakes. The size of the banners are 3' x 8' and 3' x 12'.

Thank you.

Display Dates	EVENT/DATE	Signs/Banners
April 1-13	Easter Egg Hunt April 13	(1) 3' X 8' Banner
May (1 week) June (1 week)	Huron Summer Camp Banner Sign-ups for camp!	(1) 3' X 12' Banner
May 24- June 1	City Wide Garage Sale-June 1	(3)
July 15- Oct 17	Farmers Market Signs/Banners (Signs to appear Monday-Thursday)	(6)
July 29 – Aug 4	Dawg Daze Softball Tournament Banners	(2) 3 X 8 Banner
Oct. 1-12	Pumpkin Fest Oct 12	(2) 3'x 12' Banner
Nov 25-Dec7	Winter Fest - Dec 8	(2) 3' x 8' Banner



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2019-17
DATE: March 15, 2019

Subject Matter/Background

Resolution 2019-17 authorizes the annual agreement with Huron Lagoons Marina for the use of their pool facility for the recreational swim program operated by the Parks and Recreation Department.

As explained within a legislative request from the Recreation Program Manager:

The Parks and Recreation department would like to lease the Huron Lagoons Marina swimming pool for our “swimming lessons” program. We are asking City Council consideration of this request for the 2019 program season.

Huron Lagoons Marina has requested a fee of \$800.00 for the lease of the swimming pool for 2019; this is the same fee charged last year. The \$800.00 fee was accounted for in the 2019 Recreation (209) operating budget. The program runs from June- August.

Financial Review

The matter has been reviewed, the expense accommodated in the 209 operating budget.

Legal Review

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

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2019-17 is in order.

RESOLUTION NO. 2019-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT, ON BEHALF OF THE CITY OF HURON, OHIO, WITH HURON LAGOONS MARINA, INC., FOR THE LEASE OF A SWIMMING POOL FOR USE BY THE HURON PARKS AND RECREATION DEPARTMENT

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

SECTION 1: That the City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with Huron Lagoons Marina, Inc., for leasing its swimming pool for a recreational swim program operated by the Parks and Recreation Department, 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 this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

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

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

AGREEMENT

This Agreement, entered into at Huron, Ohio this ____ day of _____, 2019, by and between **THE CITY OF HURON**, an Ohio municipal corporation of Erie County, Ohio [Lessee] and **HURON LAGOONS MARINA, INC.**, an Ohio corporation of Huron, Ohio [Lessor],

Whereas, Lessee, through its Parks and Recreation Department, is organizing and planning recreational activities for residents of the Huron Joint Recreation District to provide swimming lessons for children and;

Whereas, Lessor owns and operates Huron Lagoons Marina, which facility includes a swimming pool; and

Whereas, the Parties wish to execute this Agreement to lease Lessor's pool to the Lessee for use in its lesson and fitness programs to be conducted during the months of June- August, 2019;

Now, therefore, in consideration of the covenants and agreements set forth herein and in further consideration of the payment of Eight Hundred Dollars (\$800.00) by the Lessee, the Parties agree as follows:

1. Lessee will lease and have exclusive use of Lessor's pool on the dates and times and for the activities set forth on Exhibit A herein attached and incorporated by reference.
2. Lessor shall make its pool available in a clean and safe condition as shall be appropriate for the uses and at the times set forth in Exhibit A.
3. Lessor will keep the pool at 82 degrees or higher during the length of the program set forth in Exhibit A.

4. Lessee shall provide appropriate instructors and supervision at all times specified in Exhibit A.

5. Each Party agrees to provide insurance coverage for the errors, omissions, and acts of its own corporation, agents, employees and officials/officers, and neither will indemnify or save harmless the other from liability for any and all injuries, claims, demands, actions and causes of action arising or claimed to arise in connection with the condition of the pool and its surroundings or the program activities conducted under this Agreement. The parties represent to each other that each of them has General Liability coverage insuring against any such injuries, claims, demands, actions and causes of action in limits of at least Three Million Dollars (\$3,000,000.00) and each party agrees to have the other listed as an additional insured under its respective policy and to provide to the other party a certificate as to the existence of such insurance.

6. Lessor shall have a representative available at all times set forth in Exhibit A capable of addressing any problems with the pool or its equipment which may arise during any of the activities specified in Exhibit A.

7. This constitutes the entire Lease between the Parties and shall be interpreted in accordance with the laws of the State of Ohio.

8. Each corporation agrees that the signature of the designated authorized representative constitutes authorization from the respective corporation to enter into this Lease.

IN WITNESS WHEREOF, the parties have set their hands to duplicates hereof on the day and year first above written.

LESSOR:

Huron Lagoons Marina, Inc.

Authorized Signature

LESSEE:

City of Huron

Andrew D. White, City Manager

Approved and to Form:

Law Director

EXHIBIT A

POOL LEASE DATES AND TIMES



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2019-18
DATE: March 15, 2019

Subject Matter/Background

This resolution authorizes an agreement with the Inn at the River's Edge, L.P. which grants the city a license to occupy and use a portion of their property for city sponsored Parks & Recreation events.

The city has been fortunate to have had the support of the Inn at River's Edge allowing the city to utilize portions of their parking lot and grassy area south of the hotel to be used for events over the years. Events include:

Easter Event-Saturday April 13th 10am – 2pm

Garage Sale - June 1st 7am – 3pm (No Fall Sale)

Pumpkin Fest -Saturday October 12th 10am – 6pm with Friday set-up

River Fest - July 11 – 14

All Classics - August 3 – 4

There are no costs associated with this agreement.

Financial Review

The matter has been reviewed; there is no financial impact associated with the agreement.

Legal Review

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

Recommendation

If Council is in support of the request, a motion to adopt Resolution No. 2019-18 is in order.

RESOLUTION NO. 2019-18

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE INN ON THE RIVER’S EDGE, L.P., GRANTING THE CITY A LICENSE TO OCCUPY AND USE PROPERTY FOR THE PURPOSE OF CITY SPONSORED EVENTS.

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

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into a license agreement with the Inn on the River’s Edge, L.P., granting the city a license to occupy and use a portion of their property for city sponsored events, which License Agreement shall be in substantially the form of Exhibit “A” attached hereto and made a part hereof.

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

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

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

LICENSE AGREEMENT

This License Agreement (hereinafter "Agreement") is made as of this ____ day of _____, 2019, by and between the **INN ON THE RIVER'S EDGE, L.P.**, formerly known as the **SANDUSKY NIGHT INN, L.P.** (hereinafter "Owner"), and the **CITY OF HURON** (hereinafter "City" and "Licensee" interchangeably), an Ohio Municipal Corporation. Pursuant to the terms stated below, the City is hereby granted a license to occupy and use the land hereinafter described, to-wit:

Being a portion of the open space located to the south of Owner's building which abuts City owned property on the eastern and western boundaries of Main Street, and a portion of the parking area as shown on Exhibit "A" attached hereto and made a part hereof.

for the purpose and subject to the conditions as hereinafter set forth until said license is terminated by the Owner, Licensor.

The premises may be occupied by the said Licensees for the purpose of hosting prescheduled City sponsored events to be held on the as identified as follows:

Easter Event- Saturday April 13, 2019 10am-2pm (grassy area south of hotel)

City-Wide Garage Sale – Saturday, June 1, 2019 (set-up on prior Friday afternoon), 7:00 am – 3:00 pm. (section of hotel parking lot on west side of new Main Street location)

Pumpkin Festival – Saturday, October 12, 2019 (set-up on prior Friday afternoon), 10:00 am – 6:00 pm – grassy area south of hotel.

Riverfest – July 11- July 14, 2019 grassy area south of hotel.

All Classic weekend – August 3-4, grassy area south of hotel.

Either party may terminate this Agreement for any reason, or for no reason, at any time by giving notice to the other party specifying the date of termination, such termination to be given not less than thirty (30) days prior to the date therein specified.

The Licensees, for themselves and for their successors and assigns, hereby save the Licensor harmless and indemnifies Licensor from and against any and all liability for any personal injuries, death or property damage resulting from, or claimed to result from,

or in any way connected with, the condition or use of the premises covered by this License Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this License Agreement this ____ day of _____, 2019.

FOR THE CITY:

The City of Huron

By: _____
City Manager

Date

FOR THE OWNER:

**INN ON THE RIVER'S EDGE, L.P.
F/K/A SANDUSKY NIGHT INN, L.P.
By: LODGING INDUSTRIES, INC.
It's: General Partner**

By: _____
President

Date

Approved to as to form:

Law Director Date



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2019-19
DATE: March 15, 2019

Subject Matter/Background

Resolution 2019-19 will accept the proposal and authorize an agreement with OHM Advisors for the provision of design and construction administration relative to storm sewer and catch basin replacements in the Rye Beach neighborhood.

City Engineer, Doug Green provided the following summary of the Rye Beach Neighborhood storm sewer & catch basin improvements:

This project will include:

- New 12" and 18" storm sewer along the north edge of Shore Drive.
- New 18" storm sewer through the private park with headwall/outlet at the lake.
- 5 new catch basins to be placed along Shore Drive at the intersections of Atwood, Northview, Pleasant, Richland and Surf.
- Full survey and legal description/exhibit for the purposes of a City easement through the private park for the new storm outlet.

Cost Breakdown:

- Survey cost: \$3,900 (see attached OHM proposal)
- Design cost: \$12,410 (see attached OHM proposal; this amount is slightly less than that prescribed by the OHM contract/fee schedule)
- Estimated construction cost: \$130,125

If approved, OHM would like to start the survey and begin working on the design in order to bid out and be able to construct in late spring/summer.

Financial Review

The 2019 budget was adopted with discretionary funds for various storm water related projects and services. This agreement can be accommodated utilizing those funds.

Legal Review

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

Recommendation

If Council is in support of the request, a motion to adopt Resolution 2019-19 would be in order.

RESOLUTION NO. 2019-19

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR THE PROVISION OF SURVEY, DESIGN AND CONSTRUCTION SERVICES RELATED TO STORM SEWER AND CATCH BASIN REPLACEMENT IN THE RYE BEACH NEIGHBORHOOD AT A COST NOT TO EXCEED SIXTEEN THOUSAND THREE HUNDRED AND TEN 00/100 DOLLARS (\$16,310.00)

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

SECTION 1. That the City Manager is authorized and directed to accept the proposal and enter into an agreement with OHM Advisors for the provision of survey, design and construction services related to storm sewer and catch basin replacement in the Rye Beach neighborhood, at a cost not to exceed Sixteen Thousand Three Hundred and Ten 00/100 Dollars (\$16,310.00) which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



ARCHITECTS. ENGINEERS. PLANNERS.

August 9, 2018

City of Huron
Mr. Andrew D. White, City Manager
417 Main Street
Huron, OH 44839

RE: Rye Beach Park Storm Sewer Installation
Proposal # 18249

Dear Mr. White:

The referenced project will install storm sewer along the north side of Shore Drive adjacent to Rye Beach Park and the outlet trunk north to Lake Erie. A storm sewer easement will need to be obtained through Rye Beach Park to build the outlet trunk.

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

Proposal Outline

Proposal Outline..... 1
Scope of Services (Survey Tasks)..... 2
Scope of Services (Engineering Tasks)..... 3
Price Proposal..... 5
Standard Terms & Conditions 5

Sincerely,
OHM Advisors

[Handwritten signature of Chad M. Lewis]

Chad M. Lewis, PE, Project Manager
Chad.lewis@ohm-advisors.com
D: 216.865.1345

Authorization to Proceed

Signature Date

Printed Name Title

[Handwritten signature of David G. Krock]

David G. Krock, PE, ENV SP
Director of Northeast Ohio
David.krock@ohm-advisors.com



D: 330.913.1045

Scope of Services (Survey Tasks)

Task #2 **Topographic Survey**

- The following services are included in the fee shown:
 - Limits of Survey:
 - Existing storm sewer structures and conduits and topography above and the existing and proposed storm sewer.
 - Shore Drive from Atwood Place to Surf Drive (550 FT)
 - Proposed storm sewer easement across Rye Beach Park from Pleasant Street to Lake Erie (235 FT)
 - Data Collected:
 - All existing utilities (overhead and underground), as marked by OUPS
 - All driveways, hard surfaces, etc.
 - All landscape areas, trees, bushes, etc.
 - Contour elevations for the area
 - All other important topographic features that might impact construction
 - Storm Sewer Easement Exhibit
 - Easement legal and exhibit across Rye Beach Park
 - Locate all existing property corner locations necessary for resolution of relevant property lines
 - Easement exhibit creation
 - Easement legal descriptions
 - This information will be collected and provided in an AutoCADD format for use in design

Task #12 **Easement Exhibit**

- The following services are included in the fee shown:
 - Preparation of official easement exhibit document for the storm sewer outlet from Shore Drive to Lake Erie.
 - Legal description development of the easement.



Scope of Services (Engineering Tasks)

Task #58 Design Development

- The following services are included in the fee shown:
 - Analysis of the existing drainage conditions
 - Design Development of the proposed drainage conditions
 - Storm Sewer Design
 - Plan and profile design of proposed storm sewer
 - Maintenance of Traffic Design
 - Preparation of plan sheets showing MOT plan
 - Preparation of design development level construction cost estimate
 - Coordination of DD level plans with public agencies, including:
 - Eric County DOES
 - City of Huron, Division of Water
 - Submittal of design development plans to private utility companies for further coordination of impacts / conflicts with their facilities for purposes of relocation

Task #59 Construction Documents

- The following services are included in the fee shown:
 - Preparation of Construction Documents shall be as follows:
 - Title Sheet
 - General Notes & Specifications
 - Estimated Project Quantities (General Summary)
 - Maintenance of Traffic Plan & Details
 - Storm Sewer Plan & Profile Sheets
 - Site Grading Details
 - Construction Details
 - Storm Sewer Structure Details
 - Pavement (Drives) Repair Section Details & Specifications
 - Site Restoration Details
 - Design will include all details and specifications required for public bidding of a unit price contract, in accordance with industry and City standards
 - Coordination and approval of Final Construction plans with public agencies, including:
 - Eric County DOES
 - City of Huron, Division of Water
 - Submittal of Final Construction plans to Private Utility Companies for follow-up and final coordination of impacts / conflicts with their facilities for purposes of relocation.

Task #90 Official Engineer's Project Cost Estimate

- The following services are included in the fee shown:
 - Determination of Estimated Quantities for construction
 - Evaluation and Estimate of Construction Costs for use with Public Bidding Requirements



Scope of Services (Bidding Tasks)

Task #151 Bidding and Contract Documents

- The following services are included in the fee shown:
 - Preparation of bid documents including legal advertisement, instructions to bidders, bid forms, contract forms and affidavits, prevailing wage forms, EEO forms, terrorism forms, scope of work, schedule, and other Owner forms and requirements to be added to the public bidding process
 - These documents will be 100% complete, ready for bidding of the Public Project

Task #152 Bid Process, Review, & Award

- The following services are included in the fee shown:
 - Pre-Bid Meeting
 - This is an opportunity for the prospective bidders and Owner representatives to discuss any pre-bid questions/clarifications and to explain the contractual process and obligations of the contractor and the Owner
 - Addendums
 - This activity is necessary to provide written explanation to all bidder's for any questions regarding the bid documents and plans
 - Depending upon the size and complexity of the project, multiple addendums may be required for the project
 - Post-Bid Activities
 - Evaluation of bids and contractor qualifications
 - Pre-Award Meeting to review all bid items with apparent low bidder
 - Recommendation of Award to the Owner
 - Contract execution, bonding, insurance, etc.
 - Notice of commencement



Price Proposal

#	Survey Tasks	Fee
Task #2	Topographic Survey	\$ 3,580
Task #12	Easement Exhibit	\$ 320
	Subtotal =	\$ 3,900
#	Engineering Tasks	Fee
Task #58	Design Development	\$ 2,400
Task #59	Construction Documents	\$ 4,010
Task #90	Official Engineer's Project Cost Estimate	\$ 1,000
	Subtotal =	\$ 7,410
#	Bidding Tasks	Fee
Task #151	Bidding & Contract Documents	\$ 2,500
Task #152	Bid Process, Review, & Award	\$ 2,500
	Subtotal =	\$ 5,000
	Grand Total =	\$ 16,310

Anticipated Project Schedule

Survey Tasks:	September/October 2018
Design Tasks:	November 2018 through January 2019
Project Bidding Tasks:	February 2019
Construction Tasks*:	March 2019 through May 2019

*Construction Services proposal will be submitted separately.

Standard Terms & Conditions

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



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2019-20
DATE: March 15, 2019

Subject Matter/Background

This resolution authorizes an acknowledgement of a renewal with GovDeals, Inc. as the city's internet auction provider used to dispose of items no longer deemed necessary for use by the city. This resolution simply identifies the internet auction contractor to be utilized when the city wishes to dispose of property via internet auction; the city can dispose of property by other means as desired.

Financial Review

The matter has been reviewed; there is no financial impact associated with the City's agreement with GovDeals, Inc. as all costs/fees are deducted from the final sale cost of the item.

Legal Review

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

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2019-20 is in order.

RESOLUTION NO. 2019-20

AN ANNUAL RESOLUTION EXPRESSING COUNCIL’S INTENT TO SELL PERSONAL PROPERTY DEEMED TO BE NO LONGER NEEDED FOR PUBLIC USE OR FOUND OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED BY INTERNET AUCTION UTILIZING GOVDEALS, INC.

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

SECTION 1. That Sections 5.05 and 5.06 of the Huron City Charter establish the authority of the City Council to enter into contracts for the purchase of all supplies, printing, materials, equipment and contractual services required by any agency of the City; and that Chapter 159 of the Huron Codified Ordinances establishes the Division of Purchasing.

SECTION 2. That pursuant to O. R.C. § 721.15 Council hereby demonstrates it’s intent to utilize internet auction for the disposal of personal property no longer needed for public use, or deemed obsolete or unfit for the purpose in which it was acquired in the manner established by the agreement with GovDeals, Inc., adopted May, 18, 2010 by Resolution 2010-33 and which automatically renews annually.

SECTION 3. That the City Council, pursuant to O.R.C. §721.15(C) not only intends to annually adopt the intent to sell such personal property but also will publish in a newspaper of general circulation in the City, subsequent to the adoption of this resolution, a summary notice of this Resolution for two [2] weeks, the second notice to be published not less than ten [10] nor more than twenty [20] days after the first notice. Further, the City will post a notice in the offices of the Clerk of the Council and the City of Huron website continually throughout the year.

SECTION 4. 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.

SECTION 5. That this Resolution shall be in full force and effect from and immediately after its adoption.

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2019-21
DATE: March 19, 2019

Subject Matter/Background

Resolution 2019-21 will accept the proposal and authorize an agreement with Walter Haverfield LLP for the provision of contracted Law Director Services for the city for a three year term, providing 600 hours of specified Routine Services within a twelve month period at a cost of \$9750.00 per month.

The city publically advertised Requests for Proposals (RFP) from firms or individuals for the provision of Law Director Services. The city received a total of 6 submissions, with 4 being valid proposals pursuant to the RFP. Following internal review of submissions, City Administration and the Mayor interviewed Aimee Lane and William Hanna of the firm Walter Haverfield LLP.

The Walter Haverfield proposal proposes that Aimee W. Lane, a partner in the firm, serve as Law Director and William Hanna serve as Assistant Law Director for the City of Huron; both Ms. Lane and Mr. Hanna have extensive municipal law experience. The firm will serve as legal counsel to the City Manager, City Council, City Boards/Commissions, and staff of the city. Essential duties and typical tasks are outlined in the proposal and include, but are not limited to: drafting of legislation, contracts, attendance at meetings, and representation of the city in legal matters and supervision of criminal prosecution. In addition, the agreement addresses Special Services that may be required and a blended hourly rate for these services. The term of the contract is three years. Either party may terminate the agreement providing a thirty (30) day notice.

Pursuant to the Charter, Section 4.02, relative to the appointment of officers and employees of the City, City Administration is recommending acceptance of the proposal and authorization of an agreement with Walter Haverfield LLP for the provision of Law Director Services.

Financial Review

The 2019 budget was adopted with allocated resources for a full-time Law Director at an anticipated annual cost of \$129,500 (all wages and fringes included). The position was vacated after the first pay of 2019 therefore freeing up an estimated \$120,000 of available funds. At the proposed monthly cost of \$9,750 per month, this service agreement will incur \$78,000 for the remainder of 2019. The modification of the specific detail of the expenditures (modification of expense from wage and fringe line items to professional service line items) is included in Ordinance 2019-5. The breakdown of responsible funds follows the same as was utilized for previously for the Law Director's position.

Legal Review

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

Recommendation

If Council is in support of the request, a motion to adopt Resolution 2019-21 would be in order.

RESOLUTION NO. 2019-21

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT, ON BEHALF OF THE CITY OF HURON, WITH WALTER HAVERFIELD LLP FOR THE PROVISION OF LAW DIRECTOR SERVICES FOR A PERIOD OF THREE YEARS.

WHEREAS, the firm of Walter Haverfield has extensive experience in the provision of municipal legal services; and,

WHEREAS, the City and the firm of Walter Haverfield will enter into an agreement to ensure legal representation for the City; and,

WHEREAS, such representation and obligations are set out in the Contract attached hereto as Exhibit "A"; 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 Walter Haverfield for Law Director services, 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 Contract for Law Director Services between Walter Haverfield LLP 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.

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

**AGREEMENT BETWEEN THE CITY OF HURON
AND WALTER | HAVERFIELD LLP FOR LEGAL SERVICES**

This Agreement is for legal services between the City of Huron, an Ohio Municipal Corporation, (“Huron”) and Walter | Haverfield LLP (“WH”), effective April 1, 2019.

WITNESSETH:

WHEREAS, Huron wishes to engage Aimee W. Lane as Law Director, William R. Hanna as Assistant Law Director and the firm of WH to perform general legal services.

NOW, THEREFORE, intending to be bound by this Agreement, the Parties agree as follows:

1. Routine Services. Except as otherwise provided herein, and WH agrees to provide the following Routine Services:

- a. Attending all regular and special Council meetings, except as otherwise directed by the City Manager.
- b. Attending other board and commission meetings upon the request of the City Manager.
- c. Drafting ordinances and resolutions upon request of the City Manager.
- d. Researching and drafting legal memoranda as requested by the City Manager.
- e. Providing legal advice to City officials as necessary, and responding to inquiries regarding City matters.
- f. Presence at City Hall as needed in addition to meetings identified in Sections 1(a) and 1(b).
- g. Attending meetings and discussions with City, County, State and Federal officials and other governmental officials.
- h. Reviewing and approving contracts, ordinances, resolutions and any other written documents, as requested by the City Manager. Routine contract review services do not encompass significant revision of such documents or significant negotiations regarding the subject of such documents (e.g. contract negotiation work that exceeds approximately five (5) hours).

2. Compensation for Routine Services.

Huron shall pay to WH a retainer of \$9,750.00 per month for Routine Services. The retainer shall cover a total of up to 600 hours of Routine Services in a 12-month period (an average of 50 hours per month). However, WH will exclude the

first two months of Routine Services under this Agreement, specifically the months of April 2019 and May 2019, from the 50 hour limitation so that from June 1 through December 31, 2019, the Routine Services retainer will provide for up to 350 hours of Routine Services.

WH will not bill for travel time to or from the City in connection with the Routine Services. WH shall provide with each monthly billing a cumulative total of the hours billed under the Retainer to date, so that the City can monitor Retainer use.

For Routine Services beyond 600 hours in a 12-month period (or beyond 350 hours from June 1, 2019 through December 31, 2019), a rate of \$210.00 per hour for partners, \$170.00 per hour for associates, and \$90.00 per hour for paralegals shall apply. When the 600 hours is reached in any calendar year, additional Retainer hours would be billed at the hourly rates set forth above, except as provided below.

The parties may meet to review the volume of Routine Services and the appropriateness of the compensation for Routine Services at any time, and this contract may be modified following such meeting, but not more frequently than two times per year, as set forth in Section 6(h).

3. Special Services.

Subject to agreement of both Parties, WH may provide Special Services for additional projects which are outside the scope of Routine Services on a flat fee or hourly basis. "Special services" generally include the following:

- a. Complex contracts or other written documents requiring significant revision or negotiation (e.g., easements and deed restrictions, purchase and lease agreements, vendor contracts, development agreements).
- b. Personnel matters that require investigations and/or pre-disciplinary conferences, including appeals to the Personnel Appeals Board.
- c. Applications before the Planning Commission or Board of Zoning Appeals that require significant legal review or drafting of documents, and appeals to the Board of Zoning Appeals that require witness examination (e.g. appeal of administrative order).
- d. Litigation. Litigation is defined as work performed in preparing or responding to pleadings, written or oral discovery or any motion practice, and attendance at hearings or other events before judges, magistrates, arbitration panels, court staff members or juries, and all post judgment activities including all appellate work. "Litigation" includes all work performed in response to Ohio Revised Code Chapter 2506 appeals. "Litigation" shall not include routine services regarding worker's compensation matters (e.g. an evaluation of a claim or conference with the City's TPA), but would apply to preparation for and attendance at administrative hearings or representation in a workers compensation appeal to common pleas court.

- e. Economic development matters that involve tax-incremental financing and/or tax incentive agreements.
- f. Labor negotiations, if requested.
- g. Other additional projects as requested by the City Manager.

For Special Services that are billed hourly, WH will offer a blended hourly rate of \$225.00 per hour, unless a different rate is agreed upon by WH and Huron. WH will bill for travel time related to Special Services, including Litigation.

Unless a different method is directed by the City Manager, WH will generate letters containing a brief description of Litigation or Special Services as described in this Section 3, which the City Manager may sign for purposes of acknowledging the billing arrangements.

4. **Billing.** WH shall bill Huron monthly for all Routine Services, Litigation and Special Services, which billings shall set forth the date the services were rendered, the attorney performing such services, and a brief description of the services provided.

5. **Term.** The rates set forth in this Agreement shall take effect and be in force from April 1, 2019 through December 31, 2021. However, either party may terminate this Agreement upon providing thirty (30) days' notice of its intent to terminate to the other party.

6. **Miscellaneous Provisions.**

a. **Expenses.** For work outside the scope of routine matters, WH shall also be reimbursed for out-of-pocket expenses incurred in connection with litigation and special services, including but not by way of limitation, long-distance telephone and cellular telephone charges, computer-assisted research, copying charges, telegrams, messenger services, and long-distance travel.

b. **Applicable Laws.** WH shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement.

c. **Notices.** All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the Parties with written confirmation of receipt at the following addresses:

If to Huron:
City Manager Andrew D. White
City of Huron
417 Main Street

Huron, OH 44839

If to WH:

Aimee W. Lane
Walter | Haverfield LLP
1301 East Ninth Street Suite 3500
Cleveland, OH 44114

- d. **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.
- e. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- f. **Parties in Interest.** This Agreement is enforceable only by WH and Huron. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any of WH's personnel assigned to Huron's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
- g. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.
- h. **Entire Agreement/Amendments.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto.
- i. **Assignment.** This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any purported assignment without the express written consent of the other is void.

- j. **Findings for Recovery.** Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Persons or entities contracting with a political subdivision, including the City of Huron, must certify that an unresolved finding for recovery has not been issued against the persons or entities. Walter | Haverfield LLP certifies that an unresolved finding for recovery has not been issued against Walter | Haverfield LLP and attached is a completed Findings For Recovery Certification.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

WALTER | HAVERFIELD LLP

Aimee W. Lane, Partner

William R. Hanna, Partner

CITY OF HURON

Andrew D. White, City Manager

CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned finance director of the City hereby certifies that the moneys required to meet the obligations of the City under this Agreement have been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Revised Code.

Director of Finance, _____

Date

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against Walter | Haverfield LLP.

SIGNATURE

PRINTED NAME

TITLE

DATE



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Ordinance 2019-5
DATE: March 19, 2019

Subject Matter/Background

This ordinance requests the Council's authorization for changes to the annual budget appropriations. A breakdown is attached to the ordinance as Exhibit "A."

Financial Review

- **Revenue:** Ordinance 2019-5 calls for an increase in anticipated revenues of \$150,000. The revenue sources include a recalibrated breakdown of the HJRD agreement and the collection of kWh taxes. The initial budget did not include the proper breakdown of the HJRD agreement and therefore includes the updated figures. The kWh tax is a charge placed on every kWh sold by Huron Public Power. Per ORC, these funds are to be deposited into the General Fund and are considered unrestricted. While the City has been collecting these funds historically, the remained in the Electric Fund. The \$100,000 is an estimate based on projected consumption within the park for 2019. As Mucci and OPC expand, the number is expected to rise in future budget years.
- **Expenses:** Ordinance 2019-5 includes an additional \$154,697 in anticipated expenditures. The expenses are comprised of the following:
 - Legal Services: Budgeted expenditures are being modified to account for the reduction in wages/fringes originally anticipated with having a full-time law director and the rededication of funds towards the agreement per Resolution 2019-21. This also includes additional expenditures for outside legal counsel specific to other ongoing litigation and economic development initiatives.
 - Capital: Budgeted expenditures have been added to include the amount approved at the previous meeting for US 6 storm design.
 - HJRD: The budgetary practice for the HJRD was modified to show the entirety of the City's portion of the HJRD going into Fund 860. Fund 860's expenses are also being modified to account for the modified accounting.
 - Transfers: There is a reduction in transfers of \$119,119 due to a data entry error in the initial budget. The Fund receipting this transfer had the correct intended amount and is not in need of modification. A \$50,000 offset was also included to reduce transfers and increase administrative support in the General Fund to reflect HJRD costs.

Legal Review

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

Recommendation

The Council should consider a motion to adopt the ordinance as presented in order to maintain budgetary compliance.

ORDINANCE NO. 2019-5

**AN ORDINANCE AMENDING ORDINANCE NO. 2018-36, ADOPTED DECEMBER 11, 2018
RELATING TO EXHIBIT "A" APPROPRIATIONS FOR THE FISCAL YEAR ENDING
DECEMBER 31, 2019**

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

SECTION 1. Exhibit "A" of Ordinance No. 2018-36, adopted on the 11th day of December, 2018; as amended by Ordinance 2019-1 adopted February 12, 2019, relating to appropriations is hereby amended as to each fund as set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. 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, 2018 and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized.

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. In accordance with Section 3.07 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect immediately upon its adoption.

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____.

CITY OF HURON - BUDGET APPROPRIATION ADJUSTMENTS
SUMMARY SHEET

ORDINANCE: 2019 - 5
DATE: 3/26/2019

EXHIBIT "A"

REVENUE

FUND	ACCOUNT #	DESCRIPTION	NCREASE / (DECREASE	REASON FOR ADJUSTMENT
FUND 110 - GENERAL FUND	110-0003-41500	KWH EXCISE TAX	\$ 100,000.00	BUDGET MODIFICATION
TOTAL:			\$ 100,000.00	
FUND 209 - RECREATION FUND	209-0005-41427	HURON AREA JOINT REC DISTRICT	\$ 50,000.00	BUDGET MODIFICATION
FUND 209 - RECREATION FUND	209-0012-41951	TRANSFER FROM GEN FD - BED TAX	\$ (50,000.00)	BUDGET MODIFICATION
			\$ -	
FUND 860 - HURON AREA JOINT RECREATION	860-0005-41425	HURON TOWNSHIP PORTION	\$ 12,500.00	BUDGET MODIFICATION
FUND 860 - HURON AREA JOINT RECREATION	860-0005-41426	HURON CITY SCHOOLS PORTION	\$ 5,000.00	BUDGET MODIFICATION
FUND 860 - HURON AREA JOINT RECREATION	860-0005-41426	HURON CITY PORTION	\$ 32,500.00	BUDGET MODIFICATION
TOTAL:			\$ 50,000.00	
TOTAL REVENUES:			\$ 150,000.00	

EXPENSE

FUND	ACCOUNT #	DESCRIPTION	NCREASE / (DECREASE	REASON FOR ADJUSTMENT
FUND 110 - GENERAL FUND	110-7060-53324	CONSULTANT SPECIAL SERVICES	\$ 2,500.00	ADDITIONAL SERVICES - AUDIT PROCESSES
FUND 110 - GENERAL FUND	110-7100-51210	WAGES FULL TIME	\$ (13,833.95)	FUNDS NO LONGER NECESSARY
FUND 110 - GENERAL FUND	110-7100-52120	WORKERS COMPENSATION	\$ (200.00)	FUNDS NO LONGER NECESSARY
FUND 110 - GENERAL FUND	110-7100-52125	MEDICARE	\$ (175.00)	FUNDS NO LONGER NECESSARY
FUND 110 - GENERAL FUND	110-7100-52130	PERS	\$ (1,500.00)	FUNDS NO LONGER NECESSARY
FUND 110 - GENERAL FUND	110-7100-53324	CONSULTANT SPECIAL SERVICES	\$ 30,000.00	LEGAL SERVICES - LAW DIRECTOR, ZONING, SPECIAL PROJECTS
FUND 110 - GENERAL FUND	110-7200-51210	WAGES FULL TIME	\$ (3,500.00)	FUNDS NO LONGER NECESSARY
FUND 110 - GENERAL FUND	110-7200-52120	WORKERS COMPENSATION	\$ (100.00)	FUNDS NO LONGER NECESSARY
FUND 110 - GENERAL FUND	110-7200-52125	MEDICARE	\$ (50.00)	FUNDS NO LONGER NECESSARY
FUND 110 - GENERAL FUND	110-7200-52130	PERS	\$ (550.00)	FUNDS NO LONGER NECESSARY
FUND 110 - GENERAL FUND	110-7900-53325	CITY OF HURON - JOINT REC	\$ 238,875.00	CORRECTION / MODIFIED ACCOUNTINT OF EXPENSE
FUND 110 - GENERAL FUND	110-9000-58047	TRANSFER TO REC - BED TAX	\$ (50,000.00)	CORRECTION / MODIFIED ACCOUNTING OF EXPENSE
FUND 110 - GENERAL FUND	110-9000-58060	TRASNFER TO COMPUTER REPAIR FUND	\$ (119,119.18)	CORRECTION
TOTAL:			\$ 82,346.87	

FUND 214 - SPECIAL FIRE LEVY FUND	214-1311-51210	WAGES FULL TIME	\$	(7,750.00)	FUNDS NO LONGER NECESSARY
FUND 214 - SPECIAL FIRE LEVY FUND	214-1311-53324	CONSULTANT SPECIAL SERVICES	\$	8,000.00	LEGAL SERVICES - LAW DIRECTOR, ZONING, SPECIAL PROJECTS
TOTAL:			\$	250.00	
FUND 277 - ECONOMIC DEVELOPMENT FUND	277-7021-51210	WAGES SALARIES FULL TIME	\$	(3,500.00)	FUNDS NO LONGER NECESSARY
TOTAL:			\$	(3,500.00)	
FUND 401 - CAPITAL FUND	401-9500-55965	US 6 CORRIDOR PROJECT	\$	13,600.00	RESOLUTION 2019-13 - DESIGN
TOTAL:			\$	13,600.00	
FUND 604 - WATER FUND	604-5900-51210	WAGES SALARIES FULL TIME	\$	(25,000.00)	FUNDS NO LONGER NECESSARY
FUND 604 - WATER FUND	604-5900-53324	CONSULTANT SPECIAL SERVICES	\$	24,000.00	LEGAL SERVICES - LAW DIRECTOR, ZONING, SPECIAL PROJECTS
TOTAL:			\$	(1,000.00)	
FUND 654 - ELECTRIC FUND	654-5220-51210	WAGES SALARIES FULL TIME	\$	(30,000.00)	FUNDS NO LONGER NECESSARY
FUND 654 - ELECTRIC FUND	654-5220-53324	CONSULTANT SPECIAL SERVICES	\$	43,000.00	LEGAL SERVICES - LAW DIRECTOR, ZONING, SPECIAL PROJECTS
TOTAL:			\$	13,000.00	
FUND 860 - HURON AREA JOINT RECREATION	860-8600-56002	OTHER FINANCE USES - RECREATION	\$	50,000.00	BUDGET MODIFICATION
TOTAL:			\$	50,000.00	
TOTAL EXPENSES			\$	154,696.87	