City of Maumee DEPARTMENTAL REPORT

MEMO TO: Mayor and City Councilmembers

FROM: Jennifer Harkey, Finance Director

DATE: July 2, 2024

RECOMMENDATION: Authorize $15,000 direct Community Support to the Maumee Senior Center

SUMMARY

The Maumee Senior Center has requested financial support to assist in providing services to the seniors of Maumee.

BUDGETARY CONSIDERATIONS

Although a specific Community Support amount was unknown at the time of budget development, an amount was included in the budget as authorized by Council in March. The amount available in the budget can support the $15,000 Community Support as recommended without amendment.

HISTORY, BACKGROUND and DISCUSSION of the ISSUE

In addition to providing the facility, and additional operating support without charge, the City of Maumee has provided direct additional operating financial support to the Maumee Senior Center, a 501(C)(3), for nearly thirty years. The Finance Committee and members of administration have reviewed the history of support, as well the current process for demonstrating need. Administration has performed a detailed review of the Maumee Senior Center total revenue and expenditures through the year ending 2023. Although the Maumee Senior Center receives substantial support from the Area Office of Aging, Lucas County Senior Levy and substantial indirect funding from the City of Maumee, it is recommended that direct support is provided to support the mission of the Maumee Senior Center and the seniors of Maumee.

POSITIONS

Recommendation is to authorize $15,000 direct Community Support to the Maumee Senior Center. The use of the funds will be monitored for compliance as a public purpose or good and with Ohio and Federal law.

City of MAUMEE

MEMO TO: Mayor and City Councilmembers

FROM: Patrick Burtch, City Administrator

DATE: July 2, 2024

SUBJECT: Buck Brothers Proposal for repaving of lot at 2034 Dussel Dr.

Recommendation:

Approve the proposal for the repaving of the parking lot at 2034 Dussel Dr. that the city intends to purchase from Cornerstone Church, directly behind Rolf Park, in the amount of $121,900. Council determines that formal competitive bidding is not practical or is not in the best interest of the Municipality for this sole source contract due to the limited availability of paving contractors for this paving project.

NOAC Electric Aggregation Consulting Agreement

This Consulting Agreement executed the _____day of _____ 2024 by the **City of Maumee** ("City") and **Palmer Energy Company, Inc.** (the "Palmer") located at 5577 Airport Highway, Suite 101, Toledo, OH 43615, each individually considered a "Party" to this Agreement and collectively called "Parties".

RECITALS. The citizens authorized the City to function as an opt-out electricity aggregator under ORC 4928.20 and is certified as an electric aggregator by the Public Utilities Commission of Ohio ("PUCO").

The City has an opt-out electric aggregation and is participating in the Northwest Ohio Aggregation Coalition (NOAC) electricity aggregation program ("Program").

The eligible residential and small businesses that have participated in the Program ("Participants") since the Program's inception in 2001 have collectively savings an estimated $124 million.

The Program has advocated for residential and small business electric consumers in the City at the regulatory matters before the PUCO. It also advocates at the Ohio House and Senate on legislation that would impact the Program.

The City agrees that its continued participation in NOAC is in the best interests of its citizens.

NOAC and the City plan to continue utilizing Palmer for its electric aggregation consulting services.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the City and Palmer hereby agree as follows:

SECTION 1. PROGRAM. The City determined that it is in the City and the Participants' interest to continue operating the Program. To secure lower pricing and increase its economy of scale the City collaborates cooperatively with other communities in NOAC. The various NOAC communities utilize Palmer to provide energy consulting services to the Program and its Participants. This Agreement describes the terms and conditions of the energy consulting services provided by Palmer to the Program and its Participants during the Term of this Agreement.

SECTION 2. SERVICES. Palmer will assist the City and other NOAC communities in securing competitively priced electricity supplies for eligible residential and small business electricity consumers that participate in the municipality's electric governmental aggregation. Working in cooperation with the other NOAC communities, Palmer will provide numerous services including, but not limited to, the following:

A. Assisting the City in maintaining its electric aggregation certification at the PUCO including filing the required quarterly and annual reports.
B. Evaluating the potential participants usage pattern(s), determining the Electric Distribution Utility ("EDU") load profiles where applicable, generation capacity and other information needed to secure pricing offers(s) from various supplier(s)
C. Issuing RFP's to PUCO approved Competitive Retail Electric Service ("CRES") providers.
D. Analyzing the proposals received from CRES for the Program.
E. Providing recommendations to the City and other NOAC communities on the appropriate term and type of pricing mechanism(s) to utilize from various supplier offers.
F. Evaluating electric market conditions and other opportunities which may provide electric savings or cost control opportunities to the Program Participants.

G. Providing an estimate of the EDU's avoidable generation supply costs to the City and other communities.
H. Collaborating with legal counsel on appropriate commercial contract terms for the City and other NOAC communities, the Program, and its Participants.
I. Reviewing opt-out letters and contract terms provided by the selected supplier to help ensure they meet the terms and conditions delineated in the supplier's contract with the City.
J. Ongoing interaction with legal representatives regarding matters pending before the PUCO that impact the City, other NOAC communities and Program.
K. Ongoing interaction and evaluation of energy legislation pending at the Ohio State Legislature and/or Senate and how such legislation could impact the Program.
L. Ongoing Program Management including scheduling of opt-out mailings to newly eligible potential Participants and monitoring aggregation enrollment statistics.
M. Providing the City and other NOAC communities with rate and other electric market updates.
N. Assisting the City and other NOAC communities in various electricity governmental aggregation efforts such as public meetings and press releases to explain the Program to potential or existing Participants.
O. Creating savings estimates for Program Participants.
P. Paying the Public Utilities Commission of Ohio and Ohio Consumers Counsel annual fees associated with the operation of the Program.
Q. Performing other services as required so the City can operate its opt-out electric governmental aggregation program for Participants in the City.

SECTION 3. REQUEST FOR PROPOSALS. Prior to the City entering into any supply agreement with an aggregation provider, Palmer shall issue a request for proposals from PUCO certified CRES providers and shall, upon request, make the request for proposals and any responses to such request available to the City.

SECTION 4. SUPPLY OF ELECTRICITY

A. Purchase of Electricity. The City understands it develops and approves the commercial terms and conditions of offers mailed by the approved CRES to potential aggregation participants. The residential and small business consumers determine whether to participate in the Program under the terms and conditions offered by the approved CRES.

B. No Liabilities of Participant. Other than its own facilities which may participate in the Program, the City shall not be financially responsible to pay for the Participants' cost of electricity, generation capacity and other costs attributable to securing their electricity consumption.

C. Letter of Exclusive Authorization. The City agrees to execute a Letter of Exclusive Authorization ("LOE") on its letterhead for use by Palmer to assist in operating the Program. This LOE shall provide Palmer authority to execute any letters of authorization necessary to securing pricing from various potential suppliers, obtain billing, rate, demand, use, load profile, PLC's, interval, and all other information from the EDU necessary to obtain electric supply pricing for the Participant's consideration. The LOE also provides Palmer with authority to request the same information from the existing supplier(s) that it would otherwise obtain from the EDU.

SECTION 5. PROGRAM CONSULTING FEE. Included in the Supplier(s) electricity costs paid by the Participants' will be Program Consulting Fees of $0.00045 per kilowatt-hour ("kWh"). The revenue derived from the Consulting Fee multiplied by the number of kWh ("Revenue") shall be paid to Palmer and divided according to Section 6 of this Agreement.

SECTION 6. REVENUE DIVISION. The Revenue paid to Palmer shall be divided. One third of the Revenue (33.33%) shall be transferred each month to an escrow account held by Palmer for the benefit of the Program ("Escrow"). Palmer shall retain the remaining revenue.

SECTION 7. ESCROW. Palmer shall have a separate account for any NOAC Escrow funds. Fund balances in the Escrow account shall be reported to the Lucas County Prosecutor's office and a designated person within the City of Toledo, Department of Law at least semi-annually. The information reported shall be from the bank where the Escrow account resides and shall include the current balance along with any deposits or withdrawals for authorized payments made after the last report.

The City agrees that funds in the Escrow account may be used to pay for legal and expert representation on various regulatory and legislative purposes for the Participants in the City and other NOAC communities. No payments for legal and expert representation for various regulatory and legislative purposes shall be permissible without email or other form of written authorization from the Civil Division of the Lucas County Prosecutors Office. These Escrow funds may also be used to reduce the price offered to potential participants in the Program.

SECTION 8. PROGRAM TERM. The initial Program Term of this Exhibit shall begin from the Effective Date of this Exhibit and will continue for a term through January 1, 2035. Furthermore, unless either party to this Agreement provides at least 180 days written notice to the other party, this Agreement shall automatically be extended for additional terms of five (5) years ("Renewal Terms").

SECTION 9. NOAC UNIFORMITY. The Parties understand and agree that this Agreement is in uniformity with the terms and conditions of this consulting agreement with the other NOAC communities. The NOAC communities for electricity aggregation on the execution date of this Agreement are Cities of Maumee, Northwood, Oregon, Perrysburg, Rossford, Sylvania, Toledo, and Waterville. Other NOAC communities include the Villages of Delta, Holland, Ottawa Hills, and Walbridge as well as Perrysburg and Lake Townships (Wood County) and Lucas County representing the unincorporated areas of the County.

SECTION 10. COMMUNICATIONS. All notices and communications under this Agreement shall be provided in writing and delivered in person or posed by prepaid U.S. mail to the following individuals:

To the City:

City of Maumee
400 Conant Street
Maumee, OH 43537

To Consultant:

Mark R. Frye, President
Palmer Energy Company
5577 Airport Highway, Suite 101
Toledo, OH 43615

IN WITNESS WHEREOF, the undersigned representatives City of Maumee and Palmer Energy Company, Inc. have authority to sign this Agreement.

CITY OF MAUMEE, OHIO

By: _____

Approved as to Form:

_____
Department of Law

PALMER ENERGY COMPANY, INC.

By: _____
Mark R. Frye
President
5577 Airport Highway, Suite 101
Toledo, Ohio 43615

RESOLUTION NO. 013 - 2024

A RESOLUTION RATIFYING, ADOPTING AND AUTHORIZING CONTRACT WITH THE I.A.F.F., LOCAL 4536, AND DECLARING AN EMERGENCY.

WHEREAS, the City Administration conducted negotiations with IAFF Local 4536 as the bargaining representative for certain employees of the City; and

WHEREAS, such negotiations have provided a tentative Agreement between parties; and

WHEREAS, Council and the Administration have reviewed such proposal and desire to ratify and adopt such Agreement which shall replace the agreement of the parties which will expire December 31, 2024; and

WHEREAS, the Agreement negotiated between the City Administration and IAFF Local 4536 will result in changes to work shift and staffing levels that will require additional staff members beyond the numbers and qualifications to fully implement; and

WHEREAS, IAFF Local 4536 has further advised that in the event that the City Administrator determines that the Fire Division has attained a sufficient staffing level to facilitate implementation of the terms of the Agreement before January 1, 2025, it is agreeable to implementation of the terms of the Agreement before 2025, and that at such time this Agreement will be implemented and will supersede all prior agreements between the City and IAFF Local 4536.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maumee, Ohio, that:

SECTION 1. That the Collective Bargaining agreement negotiated between the City of Maumee, Ohio and IAFF Local 4536, which is effective with the period commencing January 1, 2025, and terminating December 31, 2027, is hereby ratified and adopted as provided herein. A copy of all tentative agreements ratified by IAFF Local 4536 are attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. The Mayor and the Municipal Clerk be, and they hereby are, authorized and directed to enter into the Agreement attached hereto and the final contract with IAFF Local 4536 which incorporates the terms of said agreement and that complies with the provisions set forth herein.

SECTION 3. The City Administrator, following consultation with the representative of IAFF Local 4536, and notice to the Mayor and City Council, will determine when the Fire Division has attained a sufficient staffing level of appropriately qualified members to facilitate implementation of the terms of the Agreement. The City Administrator is hereby authorized to execute any necessary documentation to effectuate the foregoing agreement or agreements.

SECTION 4. Any and all prior agreements with the IAFF and ordinances in conflict with the express provisions of this Agreement are superseded by this Agreement on the effective date of the new agreement, provided however that in the event that it is determined that the Fire Division has attained sufficient staffing levels of appropriately qualified members to facilitate implementation

prior to January 1, 2025, the terms of this Agreement shall take immediate effect and supersede all prior agreements with IAFF and any ordinances in conflict with the express provisions of this Agreement.

SECTION 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 Section 121.22 of the Revised Code of Ohio.

SECTION 6. This Resolution is hereby declared to be an emergency measure and shall take effect and be in force at the date so indicated in the attachment. The reason for the emergency lies in the fact that this Resolution is necessary for the immediate preservation of the public peace, health and safety in that the Agreement should be effective forthwith for the efficient conduct of municipal affairs, to allow hiring of employees for the City for these services, and to provide adequate compensation and other benefits to the employees of the City of Maumee who are members of this bargaining unit.

MOTION TO DECLARE AN EMERGENCY: Second:
Yeas: Nays:
Motion to Pass: Second:
Yeas: Nays:

Passed as an emergency measure: July 2, 2024.

_____
Mayor.

ATTEST:

_____
Municipal Clerk.

Approved as to form:

_____
Law Director.