

---

# Memorandum

---

**To:** Mayor & Members of Council  
**From:** Monica Irelan, City Manager  
**Subject:** General Information  
**Date:** March 16, 2015

## CALENDAR

**AGENDA:** *City Council* - Monday, March 16 @7:00 pm

### C. APPROVAL OF MINUTES from the March 2, 2015 meeting

### G. INTRODUCTION OF NEW ORDINANCES AND RESOLUTIONS

1. **RESOLUTION NO. 017-15** a Resolution Authorizing the City Manager to enter into a Contract for the Purchase of Sodium Chloride in Cooperation with ODOT; and Declaring an Emergency.
2. **RESOLUTION NO. 018-15**, a Resolution Authorizing the Expenditure of Funds over Twenty-five Thousand Dollars (\$25,000.00) for the Purchase of an Update to the SCADA Master Station, that was not included in the 2015 Master Bid Resolution; and Authorizing the City Manager to enter into a contract with Survalent Technology for said update; and Declaring an Emergency.
  - a. Enclosed is information from the Electric Department on the SCADA system
3. **RESOLUTION NO. 019-15** a Resolution Authorizing Enrollment in the Ohio Rural Water Association 2016 Worker's Compensation Pool, and Authorizing the Expenditure of Funds and Directing the City Manager to enter into a Professional Service Contract with CompManagement, LLC, a Worker's Compensation Administrator.
  - a. A copy of the Group Rating Agreement is attached to the Resolution.

### H. SECOND READINGS OF ORDINANCES AND RESOLUTIONS – *None*

### I. THIRD READINGS OF ORDINANCES AND RESOLUTIONS

1. **RESOLUTION NO. 013-15**, a Resolution Approving an Employee Contract with the City Manager, and Declaring an Emergency.
2. **RESOLUTION NO. 014-15**, a Resolution Authorizing Contracts with the Townships of Napoleon, Harrison, Freedom and Henry County South Joint Ambulance District for Fire Service and/or Emergency Medical Service Commencing April 1, 2015; and Declaring an Emergency.
3. **ORDINANCE NO. 015-15**, an Ordinance Amending Section 939.02 of the Codified Ordinance of the City of Napoleon to Update the Interdepartmental Service Rate.

**J. GOOD OF THE CITY** (*Discussion/Action*)

1. *Recommendation to Approve March Power Supply Cost Adjustment Factor.*

**INFORMATIONAL ITEMS**

1. **MEETINGS**

- a. Monday, March 16 @6:00 pm – ***Council Rules Review Committee***
  - i. Trevor will pass out at the meeting what he has put together.
- b. Monday, March 16 @6:00 pm – ***Tree Commission***

2. **CANCELLATION**

- a. Parks & Recreation Committee

3. AMP Update/March 6, 2015

4. Public Power Connections/Spring Edition 2015

MI:rd

Records Retention CM-11 - 2 Years

---

# Memorandum

---

**To:** Mayor & Members of Council  
**From:** Monica Irelan, City Manager  
**Subject:** General Information  
**Date:** March 16, 2015

## CALENDAR

**AGENDA:** *City Council* - Monday, March 16 @7:00 pm

### C. APPROVAL OF MINUTES from the March 2, 2015 meeting

### G. INTRODUCTION OF NEW ORDINANCES AND RESOLUTIONS

1. **RESOLUTION NO. 017-15** a Resolution Authorizing the City Manager to enter into a Contract for the Purchase of Sodium Chloride in Cooperation with ODOT; and Declaring an Emergency.
2. **RESOLUTION NO. 018-15**, a Resolution Authorizing the Expenditure of Funds over Twenty-five Thousand Dollars (\$25,000.00) for the Purchase of an Update to the SCADA Master Station, that was not included in the 2015 Master Bid Resolution; and Authorizing the City Manager to enter into a contract with Survalent Technology for said update; and Declaring an Emergency.
  - a. Enclosed is information from the Electric Department on the SCADA system
3. **RESOLUTION NO. 019-15** a Resolution Authorizing Enrollment in the Ohio Rural Water Association 2016 Worker's Compensation Pool, and Authorizing the Expenditure of Funds and Directing the City Manager to enter into a Professional Service Contract with CompManagement, LLC, a Worker's Compensation Administrator.
  - a. A copy of the Group Rating Agreement is attached to the Resolution.

### H. SECOND READINGS OF ORDINANCES AND RESOLUTIONS – *None*

### I. THIRD READINGS OF ORDINANCES AND RESOLUTIONS

1. **RESOLUTION NO. 013-15**, a Resolution Approving an Employee Contract with the City Manager, and Declaring an Emergency.
2. **RESOLUTION NO. 014-15**, a Resolution Authorizing Contracts with the Townships of Napoleon, Harrison, Freedom and Henry County South Joint Ambulance District for Fire Service and/or Emergency Medical Service Commencing April 1, 2015; and Declaring an Emergency.
3. **ORDINANCE NO. 015-15**, an Ordinance Amending Section 939.02 of the Codified Ordinance of the City of Napoleon to Update the Interdepartmental Service Rate.

**J. GOOD OF THE CITY** (*Discussion/Action*)

1. *Recommendation to Approve March Power Supply Cost Adjustment Factor.*

**INFORMATIONAL ITEMS**

1. **MEETINGS**

- a. Monday, March 16 @6:00 pm – ***Council Rules Review Committee***
  - i. Trevor will pass out at the meeting what he has put together.
- b. Monday, March 16 @6:00 pm – ***Tree Commission***

2. **CANCELLATION**

- a. Parks & Recreation Committee

3. AMP Update/March 6, 2015

4. Public Power Connections/Spring Edition 2015

MI:rd

Records Retention CM-11 - 2 Years

February 2015							March 2015							April 2015						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
							29	30	31					26	27	28	29	30		

 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>1</b>	<b>2</b> 6:15 PM TECHNOLOGY Committee Meeting 7:00 PM City COUNCIL Meeting	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>8</b> APPA Conf @ D.C. - Monica APPA Conf @ D.C. - Travis	<b>9</b> 6:30 PM ELECTRIC Committee Board of Public Affairs (BOPA) Mtg. 7:00 PM WATER & SEWER Committee Mtg. APPA Conf @ D.C. - Monica APPA Conf @ D.C. - Travis	<b>10</b> APPA Conf @ D.C. - Monica APPA Conf @ D.C. - Travis	<b>11</b> APPA Conf @ D.C. - Monica APPA Conf @ D.C. - Travis	<b>12</b> APPA Conf @ D.C. - Travis	<b>13</b>	<b>14</b>
<b>15</b>	<b>16</b> 6:00 PM City TREE Commission Meeting 6:00 PM Council Rules Review Commission 7:00 PM City COUNCIL Meeting	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>
<b>22</b>	<b>23</b> 6:30 PM FINANCE & BUDGET Committee Meeting 7:30 PM SAFETY & HUMAN RESOURCES Committee Meeting	<b>24</b>	<b>25</b> 6:30 PM Parks & Rec Board Meeting	<b>26</b>	<b>27</b>	<b>28</b>
<b>29</b>	<b>30</b> 5th Monday/No Scheduled Mee	<b>31</b>	<b>1</b>	<b>2</b>	<b>3</b> HOLIDAY - GOOD FRIDAY -	<b>4</b>

City of Napoleon, Ohio

## City Council

LOCATION: City Hall Offices, 255 West Riverview Avenue, Napoleon, Ohio

### Meeting Agenda

Monday, March 16, 2015 at 7:00 pm

**A. Attendance** *(Noted by the Clerk)*

**B. Prayer & Pledge of Allegiance**

**C. Approval of Minutes:** March 2 *(In the absence of any objections or corrections, the minutes shall stand approved.)*

**D. Citizen Communication**

**E. Reports from Council Committees**

**1. Parks & Recreation Committee** did not meet on Monday, March 16 due to lack of agenda items.

**2. Electric Committee** *(Majority Report)* met on Monday, March 9 and recommended:

**a.** Approval of March Power Supply Cost Adjustment Factor

**b.** Not Purchasing Insurance Coverage for Overhead Electric Line Coverage

**c.** Dropping the Additional Insured Requirement on Insurance for Residential Solar Power Units

**3. Water, Sewer, Refuse, Recycling & Litter Committee** *(Majority Report)* met on Monday, March 9 and recommended:

**a.** Tabling the City Water and Sewer Rules

**4. Municipal Properties, Buildings, Land Use & Economic Development Committee** did not meet on Monday, March 9 due to a scheduling conflict.

**F. Reports from Other Committees, Commissions and Boards** *(Informational Only-Not Read)*

**1. Board of Public Affairs** met on March 9 with the following agenda items:

**a.** Review of Power Supply Cost Adjustment Factor

**b.** Electric Department Report

**c.** Insurance Coverage Quote Review for City Overhead Electric Line Coverage

**2. Board of Zoning Appeals** did not meet on March 10 due to lack of agenda items.

**3. Planning Commission** did not meet on March 10 due to lack of agenda items.

**4. Tree Commission** met tonight with the following agenda items:

**a.** Spring Planting Programs

**b.** Arbor Day Observation

**c.** Tree Commission Webpage

**G. Introduction of New Ordinances and Resolutions**

**1. Resolution No. 017-15**, a Resolution authorizing the City Manager to enter into a Contract for the purchase of Sodium Chloride in cooperation with ODOT; and declaring an Emergency

**2. Resolution No. 018-15**, a Resolution authorizing the expenditure of funds over twenty five thousand dollars (\$25,000.00) for the purchase of an update to the SCADA Master Station, which was not included in the 2015 Master Bid Resolution; and authorizing the City Manager to enter into a Contract with Survalent Technology for said update; and declaring an Emergency

**3. Resolution No. 019-15**, a Resolution authorizing enrollment in the Ohio Rural Water Association 2016 Worker's Compensation Pool; and authorizing the expenditure of funds and directing the City Manager to enter into a Professional Service Contract with CompManagement, LLC, a worker's compensation administrator

**H. Second Readings of Ordinances and Resolutions**

There are no Second Readings of Ordinances and Resolutions.

**I. Third Readings of Ordinances and Resolutions**

**1. Resolution No. 013-15**, a Resolution approving an Employment Contract with Monica S. Irelan, City Manager, and authorizing Council President to execute any and all documents necessary to enter into said Employment Contract; and declaring an Emergency

**2. Resolution No. 014-15**, a Resolution authorizing Contracts with the Townships of Napoleon, Harrison, Freedom, and Henry County South Joint Ambulance District for fire service and/or emergency medical service commencing April 1, 2015; and declaring an Emergency

**3. Ordinance No. 015-15**, an Ordinance amending Section 939.02 of the Codified Ordinance of the City of Napoleon to update the interdepartmental service rate

**J. Good of the City** *Any other business as may properly come before Council, including but not limited to:*

**1. Discussion/Action:** Recommendation to approve March Power Supply Cost Adjustment Factor as follows:

Three (3) month averaged factor: \$0.00271

JV2: \$0.044092

JV5: \$0.044092

**K. Executive Session** *(As needed)*

**L. Approve Payment of Bills and Approve Financial Reports** *(In the absence of any objections or corrections, the payment of bills and financial reports shall stand approved.)*

**M. Adjournment**

---

*Gregory J. Heath, Finance Director/Clerk of Council*

**A. Items Referred or Pending in Committees of Council**

**1. Technology & Communication Committee (1<sup>st</sup> Monday)**

*(Next Regular Meeting: Monday, April 6 @ 6:15 pm)*

**2. Electric Committee (2<sup>nd</sup> Monday)**

*(Next Regular Meeting: Monday, April 13 @ 6:30 pm)*

- a. Review of Power Supply Cost Adjustment Factor
- b. Electric Department Report

**3. Water, Sewer, Refuse, Recycling & Litter Committee (2<sup>nd</sup> Monday)**

*(Next Regular Meeting: Monday, April 13 @ 7:00 pm)*

- a. Review of City Water and Sewer Rules (Tabled)

**4. Municipal Properties, Buildings, Land Use & Economic Development Committee (2<sup>nd</sup> Monday)**

*(Next Regular Meeting: Monday, April 13 @ 7:30 pm)*

- a. Assessment Review (Tabled)
- b. Updated Info from Staff on Economic Development (as needed)

**5. Parks & Recreation Committee (3<sup>rd</sup> Monday)**

*(Next Regular Meeting: Monday, April 20 @ 6:15 pm)*

**6. Finance & Budget Committee (4<sup>th</sup> Monday)**

*(Next Regular Meeting: Monday, March 23 @ 6:30 pm)*

**7. Safety & Human Resources Committee (4<sup>th</sup> Monday)**

*(Next Meeting: Monday, March 23 @ 7:30 pm)*

2015 Regular Meetings with Townships scheduled for February and November

**8. Personnel Committee (As needed)**

**B. Items Referred or Pending In Other City Committees, Commissions & Boards**

**1. Board of Public Affairs (2<sup>nd</sup> Monday)**

*(Next Regular Meeting: Monday, April 13 @ 6:30 pm)*

- a. Review of Power Supply Cost Adjustment Factor
- b. Electric Department Report

**2. Board of Zoning Appeals (2<sup>nd</sup> Tuesday)**

*(Next Regular Meeting: Tuesday, April 14 @ 4:30 pm)*

**3. Planning Commission (2<sup>nd</sup> Tuesday)**

*(Next Regular Meeting: Tuesday, April 14 @ 5:00 pm)*

**4. Tree Commission (3<sup>rd</sup> Monday)**

*(Next Regular Meeting: Monday, April 20 @ 6:00 pm)*

**5. Civil Service Commission (4<sup>th</sup> Tuesday)**

*(Next Regular Meeting: Tuesday, March 24 @ 4:30 pm)*

**6. Parks & Recreation Board (Last Wednesday)**

*(Next Regular Meeting: Wednesday, March 25 @ 6:30 pm)*

**7. Privacy Committee (2<sup>nd</sup> Tuesday in May & November)**

*(Next Regular Meeting: Tuesday, May 12 @ 10:30 am)*

**8. Records Commission (2<sup>nd</sup> Tuesday in June & December)**

*(Next Regular Meeting: Tuesday, June 9 @ 4:00 pm)*

**9. Housing Council (1<sup>st</sup> Monday of the month after the TIRC meeting)**

**10. Health Care Cost Committee (As needed)**

**11. Preservation Commission (As needed)**

**12. Infrastructure/Economic Development Fund Review Committee (As needed)**

**13. Tax Incentive Review Council (As needed)**

**14. Volunteer Firefighters' Dependents Fund Board (As needed)**

**15. Lodge Tax Advisory & Control Board (As needed)**

**16. Board of Building Appeals (As needed)**

**17. ADA Compliance Board (As needed)**

**18. NCTV Advisory Board (As needed)**



**City Council**

**Meeting Minutes**

Monday, March 2, 2015 at 7:00 pm

**PRESENT**

**Council**

**Mayor**

**City Manager**

**Law Director**

**Finance Director/Clerk  
of Council**

**Recorder**

**City Staff**

**Others**

**ABSENT**

**Council**

**City Staff**

**Call To Order**

**Approval Of Minutes**

**Citizen Communication**

**Committee Reports**

**Introduction Of**

**Resolution No. 016-15**

**Motion To Approve**

Council 3/2/15

Travis Sheaffer – President, Jason Maassel – President Pro Tem, Jeff Comadoll, Jeffrey Marihugh, Christopher Ridley, Heather Wilson

Ronald A. Behm

Monica S. Irelan

Trevor M. Hayberger

Gregory J. Heath

Tammy Fein

Matt Bilow, Waste Water Treatment Plant Superintendent

Tony Druhot, Acting Fire Chief

Chad Lulfs, Director of Public Works

Dan Wachtman, MIS Administrator

Robert Weitzel, Police Chief

News Media; NCTV; Mike DeWit

John Helberg

President Sheaffer called the meeting to order at 7:00pm with the Lord's Prayer followed by the Pledge of Allegiance.

Minutes of the February 16 Council meeting stand approved with no objections or corrections.

None

Chairman Marihugh reported that the Technology & Communication Committee met on Monday, March 2 and discussed:

1. Upgrades to the City website

The Finance & Budget Committee did not meet on Monday, February 23 due to lack of agenda items.

Chairperson Wilson reported that the Safety and Human Resources Committee met on Monday, February 23 and recommended that Council:

1. Approve the EMS Costs and Revenues using 2014 Actuals for use in determining 2015 Contracts to Townships and Henry County South Joint Ambulance District

Chairman Sheaffer reported that the Personnel Committee met on Monday, February 23 and discussed:

1. Employment of personnel

President Sheaffer read by title Resolution No. 016-15, a Resolution awarding the Appian Avenue Street Improvements (PID No 89266) Project; and declaring an Emergency

Motion: Ridley Second: Wilson

**First Read**

To approve First Read of Resolution No. 016-15

**Discussion**

Irelan stated that an Emergency Clause and Suspension of the Rules are being requested due to the timeline for Federal funding.

Irelan reported that on Wednesday, February 18, 2014, bids were opened and read aloud for the Appian Avenue Street Improvements Project; three (3) bids were submitted and read as follows:

Vernon Nagel, Inc. Base Bid \$2,021,150.98  
Recommended Alternates Net Bid \$-2,587.50  
Total Recommended Bid \$2,018,563.48

Miller Bros. Const., Inc. Base Bid \$2,202,643.48  
Recommended Alternates Net Bid \$32.50  
Total Recommended Bid \$2,202,675.98

Crestline Paving & Excavating Company, Inc. Base Bid \$2,338,854.68  
Recommended Alternates Net Bid \$2,437.50  
Total Recommended Bid \$2,341,292.18

Marihugh asked why Nagel had a deduct while the other bidders had an increase; Lulfs reported that the deduct was based on an alternate bid item that was significantly lower than the base bid; Lulfs reported that he spoke with a member of Vernon Nagel and this figure was approved by the company. Irelan reported that the published Engineer's Estimate, including a ten percent (10%) contingency for this project, is \$2,685,761.10, adding that this project consists of reconstructing the roadway and replacement of the utilities, curbing, concrete walks, and drive approaches on Appian Avenue from East Maumee Avenue (State Route 110) up to but not including the bridge at the southerly end of Appian Avenue. Irelan stated that after review of the submitted bids, she recommends that Council award Vernon Nagel, Inc. the contract for the Appian Avenue Street Improvements Project (PID 89266) in the amount of \$2,018,563.48.

**Motion To Suspend  
The Rules**

Motion: Comadoll Second: Ridley  
To suspend the Rules requiring three Readings

**Passed**  
**Yea- 6**  
**Nay- 0**

Roll call vote on above motion:  
Yea- Marihugh, Comadoll, Wilson, Ridley, Maassel, Sheaffer  
Nay-

**Passed**  
**Yea- 6**  
**Nay- 0**

Roll call vote to pass Resolution No. 016-15 under Suspension of the Rules  
Yea- Marihugh, Comadoll, Wilson, Ridley, Maassel, Sheaffer  
Nay-

**Second Read Of  
Resolution No. 013-15**

President Sheaffer read by title Resolution No. 013-15, a Resolution approving an Employment Contract with Monica S. Irelan, City Manager, and authorizing Council President to execute any and all documents necessary to enter into said Employment Contract; and declaring an Emergency

**Motion To Approve  
Second Read**

Motion: Maassel Second: Ridley  
To approve Second Read of Resolution No. 013-15

**Discussion**

Hayberger reported there are two (2) minor changes to this Resolution since the

First Read:

The number of allowed sick hours under Section Nine (9) will be changed from nine hundred seventy six (976) to nine hundred sixty (960) to match the Personnel Code; and

There will be a sentence added to Section Seventeen (17) to clarify that this Contract is additional to the Personnel Code and Employment Policy Manual benefits and protections for the City Manager position.

Heath added that these changes would amend the Attachment, not the Ordinance, and no Motion would be necessary to approve these changes.

Mike DeWit expressed his concerns regarding the wording of the Contract, stating that he believes that this is the biggest increase ever given to any City employee, adding that this employee has only been here for seven (7) months. DeWit believes that this Contract changes the authority of the City Charter, which currently states that the City Manager is working at the *“pleasure of Council and may be suspended or removed by Council at any time; with or without cause, by a two thirds (2/3) affirmative vote of the current members of Council”*. DeWit believes that this Contract will set a precedent of salary for this position as well as take away the authority of future Councils.

DeWit added that he is also concerned that there are no causes for termination listed in the Contract, other than a felony conviction, adding that he believes the Contract to read that the City will be required to pay between \$43,000 and \$48,000 if Irelan is terminated for any reason. Hayberger stated that Irelan could still be terminated by a two thirds (2/3) majority vote from Council; DeWit agreed but added that he believes that the severance package equaling four (4) months of salary would still be required to be paid unless the termination was related to a felony conviction. Sheaffer stated that the proposed salary for the City Manager position was figured using five (5) AMP communities with similar responsibilities and used the 2013 salary average. Sheaffer stated that the three (3) year contract has been approved by Council previously, and the stipulations included for raises are tied to certain conditions including the performance review and having the financial means available. DeWit restated his concern that this is a dramatic change causing future Councils to have no control over the stated parameters, with no grounds for termination, adding that the Charter cannot be changed by this Resolution and the Contract determines no recourse but to pay out the Contract terms upon termination. Ridley stated that if there is cause for termination, there will be no severance pay. DeWit asked to be shown where the cause for termination is listed in the Contract; Sheaffer added that there is a just cause understanding, including insubordination for this position. DeWit stated that the understanding is not listed in the Resolution. Irelan stated the Contract is intended to give Council the right to terminate the City Manager position with cause, and termination with cause or resignation have no severance pay associated with them. Hayberger suggested deleting the ‘Without Cause’ Clause under Section A, and cleaning up the Resignation Clause. Wilson stated these issues were discussed in Executive Session, but were not written in the Contract. DeWit stated that the contract does not state what was discussed; Irelan stated this is a mutual understanding.

**Passed**  
**Yea- 4**  
**Nay-2**

Roll call vote to approve Second Read of Resolution No. 013-15  
Yea- Wilson, Ridley, Maassel, Sheaffer  
Nay- Marihugh, Comadoll

**Second Read Of**  
Council 3/2/15

President Sheaffer read by title Resolution No. 014-15, a Resolution authorizing

**Resolution No. 014-15**

contracts with the townships of Napoleon, Harrison, Freedom, and Henry County South Joint Ambulance District for fire service and/or emergency medical service commencing April 1, 2015; and declaring an Emergency

**Motion To Approve  
Second Read**

Motion: Comadoll                                Second: Wilson  
To approve Second Read of Resolution No. 014-15

**Discussion**

Irelan reported there were no changes to the Resolution since the First Read, adding that the Safety & Human Resources Committee met on Monday, February 23 with all Townships and the Henry County South Joint Ambulance District invited; Scott Buddelmeyer from the Henry County South Joint Ambulance District attended the meeting. Irelan reported that the Henry County South Joint Ambulance District are requesting being treated differently than the rest of the Townships, and Buddelmeyer had given Irelan two (2) proposals as a possible EMS Contract, however the discussions are not far enough along to present the proposals to the Committee or Council at this time, and negotiations are still in progress.

**Passed  
Yea- 6  
Nay- 0**

Roll call vote to approve Second Read of Resolution No. 014-15  
Yea- Marihugh, Comadoll, Wilson, Ridley, Maassel, Sheaffer  
Nay-

**Second Read Of  
Ordinance No. 015-15**

President Sheaffer read by title Ordinance No. 015-15, an Ordinance amending Section 939.02 of the Codified Ordinance of the City of Napoleon to update the interdepartmental service rate

**Motion To Approve  
Second Read**

Motion: Comadoll                                Second: Ridley  
To approve Second Read of Ordinance No. 015-15

**Discussion**

Irelan reported that if the water was to be combined into a consolidated meter for Large Power, this would have to happen during the rehabilitation of the Water Treatment Plant; the City does not currently have the equipment to do the consolidation and at this time it would remain separate. Irelan added that this is the only Department that can be consolidated into a large power; the Waste Water Department does not have the volume to switch over to Large Power. Marihugh asked if aggregation of all the pump stations and the plant could be allowed to get the Large Power rate; Irelan replied that the City is the owner/operator of that equipment and it could be done if Legislation was written to allow it, but the City does not have that rule currently in place. Marihugh stated this has been agreed to on the Water side with the Henry County Water Sewer District (HCWSD); Heath stated that agreement pertains to water not electric, adding that electric must be metered to measure demand on rate schedules. Heath stated that aggregation could be researched, and this has been requested by previous Councils, however electric is demand based and demands must be metered separately and cannot be combined. Ridley asked if the City would pay more until the meters are combined; Irelan stated that under the Water Treatment Plant complex using the figures from 2014, the City would have paid \$26,000 more, fourteen and nine tenths percent (14.9%), than what was actually paid; Heath added that this is being paid by the rest of the group; and properly routing the cost through the Water Department will cause the proper department to pay the correct share; Irelan added that the Board of Public Affairs and the Electric Committee both approved this recommendation for Council approval, knowing that the cost would increase.

**Passed**

Roll call vote to approve Second Read of Ordinance No. 015-15



kept the number of frozen meters lower than last year; the frost line takes longer to thaw, so the customers have been instructed to keep the water running until the Water Department tells the resident to stop.

**Marihugh**

None

**Behm**

None

**Sheaffer**

Sheaffer stated that he will also be in Washington, DC next week and will not be at the Monday meetings.

**Maassel**

Maassel wished the City bowling teams good luck at the State Championships.

**Ridley**

Ridley thanked DeWit for catching the issues during the Contract discussions.

**Wilson**

Wilson echoed Ridley in thanking DeWit, and thanked City crews for their hard work in the Winter weather.

**Heath**

None

**Motion To Go Into Executive Session: Compensation Of Personnel**

Motion: Maassel Second: Ridley  
To go into Executive Session to discuss compensation of personnel

**Passed  
Yea- 6  
Nay- 0**

Roll call vote on above motion:  
Yea- Marihugh, Comadoll, Wilson, Ridley, Maassel, Sheaffer  
Nay-

**Motion To Go Into Executive Session: Potential Litigation**

Motion: Ridley Second: Maassel  
To go into Executive Session to discuss potential litigation

**Passed  
Yea- 6  
Nay- 0**

Roll call vote on above motion:  
Yea- Marihugh, Comadoll, Wilson, Ridley, Maassel, Sheaffer  
Nay-

**Into Executive Session**

Council went into Executive Session at 7:31pm.

**Motion To Come Out Of Executive Session: Compensation Of Personnel**

Motion: Comadoll Second: Marihugh  
To come out of Executive Session regarding compensation of personnel

**Passed  
Yea- 6  
Nay- 0**

Roll call vote on above motion:  
Yea- Marihugh, Comadoll, Wilson, Ridley, Maassel, Sheaffer  
Nay-

**Motion To Come Out Of Executive Session: Potential Litigation**

Motion: Comadoll Second: Marihugh  
To come out of Executive Session regarding potential litigation

**Passed**  
**Yea- 6**  
**Nay- 0**

Roll call vote on above motion:  
Yea- Marihugh, Comadoll, Wilson, Ridley, Maassel, Sheaffer  
Nay-

**Out Of Executive Session**

Council came out of Executive Session at 7:48pm. President Sheaffer reported that the discussion was regarding compensation of personnel and potential litigation and no action was taken.

**Approval Of Bills**

Bills and financial reports stand approved as presented with no objections.

**Motion To Adjourn**

Motion: Marihugh                      Second: Comadoll  
To adjourn the meeting.

**Passed**  
**Yea- 6**  
**Nay- 0**

Roll call vote on above motion:  
Yea- Marihugh, Comadoll, Wilson, Ridley, Maassel, Sheaffer  
Nay-

**Adjournment**

Meeting adjourned at 7:49pm.

**Approved:**

---

Travis B. Sheaffer, Council President

---

Ronald A. Behm, Mayor

---

Gregory J. Heath, Finance Director/Clerk of Council

**RESOLUTION NO. 017-15**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
ENTER INTO A CONTRACT FOR THE PURCHASE OF SODIUM  
CHLORIDE IN COOPERATION WITH ODOT; AND  
DECLARING AN EMERGENCY**

**WHEREAS**, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities, and County Transit Boards to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles; Now Therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON,  
OHIO:**

Section 1. That, intending to be legally bound, the City Manager of the City of Napoleon, Ohio, is given the authority in the name of the City of Napoleon, Ohio, to participate in the Ohio Department of Transportation's Contract for Sodium Chloride (Summer contract for road salt 418-16 and/or Winter contract 018-16) and this Council agrees as follows:

- 1) To be bound by the terms and conditions of the contract and by all terms and conditions as the Director of Transportation prescribes.
- 2) To directly pay vendors, under each such contract of the Ohio Department of Transportation in which the City of Napoleon participates, for items it receives pursuant to the contract.
- 3) To be responsible for resolving disputes arising out of participation in the contract and, to the extent allowable under Ohio law, hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim and dispute arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(B).

Section 2. That, the Clerk of this Council and/or City Manager or the City Manager's representative are authorized to fill out and submit any and all necessary documentation to effectuate the intent of this legislation.

Section 3. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 4. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City



and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to meet the April 3<sup>rd</sup> deadline; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Travis B. Sheaffer, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Ronald A. Behm, Mayor

VOTE ON PASSAGE \_\_\_\_\_ Yea \_\_\_\_\_ Nay \_\_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Gregory J. Heath, Clerk/Finance Director

*I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Resolution No. 017-15 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Gregory J. Heath, Clerk/Finance Director*

**RESOLUTION NO. 018-15**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OVER TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE PURCHASE OF AN UPDATE TO THE SCADA MASTER STATION, WHICH WAS NOT INCLUDED IN THE 2015 MASTER BID RESOLUTION; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SURVALENT TECHNOLOGY FOR SAID UPDATE, AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Napoleon's current Supervisory Control and Data Acquisition (SCADA) Master Station is in dire need of upgrading; and,

**WHEREAS**, the SCADA Master Station is very specialized and there are very few providers of such a system; and,

**WHEREAS**, a review of the limited providers revealed that Survalent Technology could provide a station that could integrate with the City of Napoleon's other systems and functions; and

**WHEREAS**, the Council believes it is in the best interest of the City of Napoleon to eliminate the necessity for competitive bidding; **Now Therefore**,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, the City of Napoleon authorizes the expenditure of funds in excess of \$25,000.00 for the update of the SCADA Master Station. Also, Council finds it to be in the best interest of the City to eliminate the necessity for competitive bidding.

Section 2. That, the City Manager is authorized to enter into a contract with Survalent Technology to conduct the update.

Section 3. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 4. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time so that the update can be timely made which affect the public peace, health or safety accessible to our citizens; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Travis B. Sheaffer, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Ronald A. Behm, Mayor

VOTE ON PASSAGE \_\_\_\_ Yea \_\_\_\_ Nay \_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Gregory J. Heath, Clerk/Finance Director

*I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Resolution No. 018-15 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Gregory J. Heath, Clerk/Finance Director*



# City of *NAPOLEON*, Ohio

255 West Riverview Avenue • P.O. Box 151  
Napoleon, Ohio 43545-0151  
Phone: (419) 592-4010 • Fax: (419) 599-8393  
Web Page: [www.napoleonohio.com](http://www.napoleonohio.com)

February 23, 2015

*Superintendent*  
Dennis P. Clapp

Mr. Dennis Clapp  
Electric Department Superintendent

*Supervisors*  
Mike Dietrich

I would like to make a recommendation to purchase a Supervisory Control And Data Acquisition (SCADA) Master Station from Survalent Technology for the City of Napoleon Electric Department. My recommendation is based on technical merit, industry direction, and integration.

*Substations*  
Todd R. Wachtman  
Nikk K. Hogrefe

The current SCADA system used by department personnel was purchased and placed in service in 1999. The SCADA system is comprised of two main components: a Master Station consisting of a dedicated server; and Station RTUs that operate at each remote substation. The Master Station is the component that has been targeted for an upgrade.

On technical merit, the Master Station specified by Survalent Technology meets all criteria to function in a modern SCADA system. Their fully developed package includes real-time interactive map displays, data reporting and exporting, and remote alarm notifications.

On industry direction, Survalent Technology supports current trends in the SCADA industry including mobile platforms and server virtualization. Napoleon is leveraging these same technologies in other areas of its corporate infrastructure.

On integration within Napoleon, Survalent Technology has developed solutions for integrating IVR, GIS, and AMI information. Napoleon is now entering these technology areas and could see further benefit from integrating these systems with the SCADA system.

Based on my research into these and other critical areas, it is my recommendation to purchase a SCADA Master Station from Survalent Technology at a cost of \$74,300.

Todd Wachtman  
Substation Specialist

## Current SCADA System

### What it is

SCADA (Supervisory Control and Data Acquisition). Comprised of 1 Master Station and 4 RTUs (Remote Terminal Unit).

### What it does

24/7 monitoring and control of Napoleon's 3 distribution and 1 transmission substations.

## Upgrades Needed

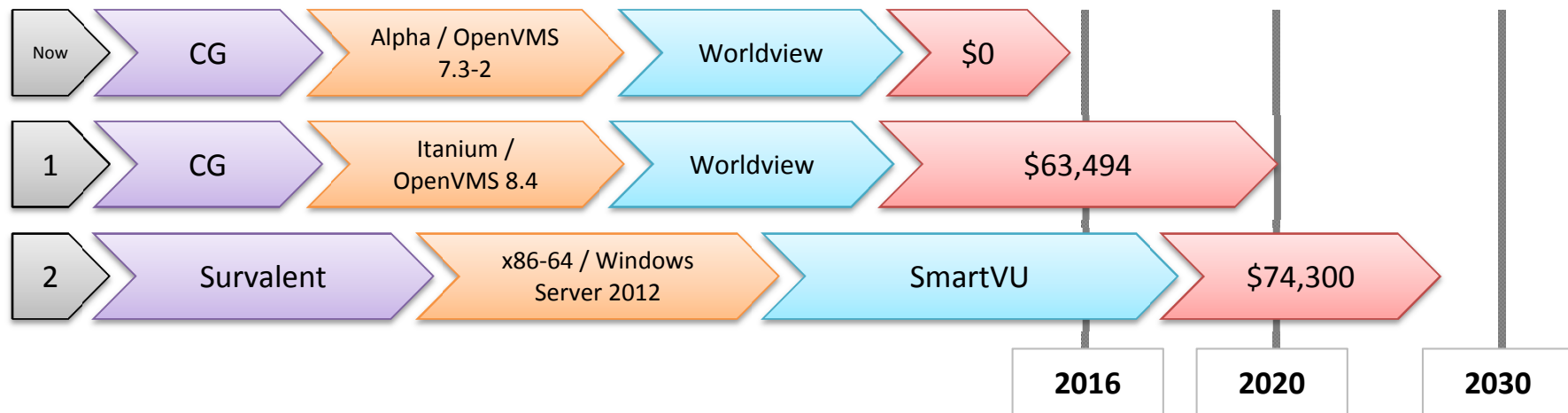
### Hardware

Master Station hardware installed circa 1999. Life expectancy 11.41 years. This will be 16th year in continuous operation.

### Operating System

OS roadmap reaches Mature Product Support without Sustaining Engineering (MPS w/o SE) in 2016.

## All the Options



**RESOLUTION NO. 019-15**

**A RESOLUTION AUTHORIZING ENROLLMENT IN THE OHIO RURAL WATER ASSOCIATION 2016 WORKER'S COMPENSATION POOL, AND AUTHORIZING THE EXPENDITURE OF FUNDS AND DIRECTING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE CONTRACT WITH COMPANAGEMENT, LLC, A WORKER'S COMPENSATION ADMINISTRATOR**

**WHEREAS**, the City in 2015 belonged to the Ohio Rural Water Association Worker's Compensation Pool; and,

**WHEREAS**, the City in 2015 desires to remain for the remainder of the year 2015 and for the entire year of 2016 in the Ohio Rural Water Association Pool; and,

**WHEREAS**, the State of Ohio allows for "pooling" with other entities to obtain savings in worker's compensation; and,

**WHEREAS**, the City desires to contract for Worker's Compensation Administration of its claims, **NOW THEREFORE**;

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, the City's Finance Director is authorized and directed to enroll the City in the 2016 Ohio Rural Water Association Worker's Compensation Pool and continue in the Pool for the remainder of the year 2015.

Section 2. That, the City finds it necessary and therefore authorizes the expenditure of funds in an amount of three thousand, one hundred ten dollars (\$3,110.00) for a professional service contract with CompManagement, LLC., a Sedwick Company, Cleveland, Ohio, referred to as a Worker's Compensation Administration Service. If additional amounts are required to cover the remainder of the year 2015, the same is hereby authorized.

Section 3. That, the City Manager is authorized and directed to enter into a Contract for professional services for Worker's Compensation Administration services with CompManagement LLC substantially in the form as found in City Contract No. "to be assigned", subject to amendments as she deems necessary or, in the alternative, utilize the automatic renewal provision as found in the Contract.

Section 4. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 5. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 6. That, this Resolution take effect at the earliest possible time permitted by law.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Travis B. Sheaffer, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Ronald A. Behm, Mayor

VOTE ON PASSAGE \_\_\_\_\_ Yea \_\_\_\_\_ Nay \_\_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Gregory J. Heath, Clerk/Finance Director

*I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Resolution No. 019-15 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.*

\_\_\_\_\_  
*Gregory J. Heath, Clerk/Finance Director*

# **CompManagement, LLC**

---

## **GROUP RATING AGREEMENT**

This Agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_, between  
COMPManagement, LLC, A SEDGWICK CMS COMPANY ("COMPManagement")  
an Ohio corporation with a mailing address of P.O. Box 884, Dublin, Ohio 43017-0884  
and **City Of Napoleon** ("Client"), Policy No. **33505502**  
with a mailing address and fax number of POB 151, Napoleon, Ohio 43545 (419) 599-8393.

Client has insured its employees for workers' compensation coverage as required by federal or state laws and regulations.

Client is a member in good standing of **Ohio Rural Water Association** (the Sponsoring Organization) and the Sponsoring Organization requires the services of an administrator to establish, operate and process claims filed on behalf of its members' workers' compensation group rating program for the policy period commencing January 1, 2016 and ending December 31, 2016 (the Program).

CompManagement administers and processes claims on behalf of employers subject to workers' compensation laws and regulations of the State of Ohio, the Ohio Industrial Commission, and the Ohio Bureau of Workers' Compensation (OBWC). In order to comply with the requirements of the Program, Client desires to have CompManagement administer and process the claims submitted against Client, and CompManagement desires to provide such services.

### **STATEMENT OF AGREEMENT**

Now, therefore, it is agreed as follows:

#### **1. AUTHORIZED REPRESENTATIVE**

- 1.1 Client acknowledges that the Sponsoring Organization has designated CompManagement as the Third Party Administrator (TPA) to establish, coordinate and administer the Program, including, but not limited to, receiving, processing and examining claims filed against Client. Client reserves the right to engage the services of an attorney for such claims-related matters in which such representation would be appropriate.
- 1.2 Client hereby grants to CompManagement on its behalf the necessary authority to execute action on any documents which may be required in order to carry out the obligations of this Agreement. CompManagement shall use reasonable efforts (as defined by CompManagement) to consult with Client regarding matters which require a Client decision. In the event CompManagement is unable to reach Client, Client agrees CompManagement may take any actions in such circumstances.

**2. INDEPENDENT CONTRACTOR.** In performing services pursuant to this Agreement, CompManagement shall be acting as an Independent Contractor of Client, and not as an employee or agent of Client.

**3. SERVICES.** In administering and processing claims submitted under the Program, CompManagement shall provide the following Standard Services:

- 3.1 review status of claims and rate histories to determine eligibility for participation in current and future group plans (entry requirements are determined by the Sponsoring Organization);
- 3.2 record all relevant claim information received from Client and forward all correspondence to the appropriate agency for processing;
- 3.3 confer with Client as to disputed cases, and contact the claimant, medical provider(s), and/or the involved state agencies as appropriate;
- 3.4 review all lost time claims to determine if all awards and reserves are made within the rules and regulations of the OBWC, requesting corrections in those cases where overpayments or incorrect reserves have been established, to the extent that such errors, when corrected, will result in favorable rate changes and/or refunds;
- 3.5 review all lost time claims to determine if "handicap refund," "second injury fund," or other cost relief is due Client;
- 3.6 review all claims to determine if rehabilitation intervention is appropriate (costs relating to such intervention must be pre-approved by Client and shall be Client's responsibility);
- 3.7 upon authorization of Client, arrange for an independent medical exam of claimant(s), the costs of such exam being the responsibility of Client;
- 3.8 maintain, within its offices, such records as are necessary to verify Client has assigned rate(s), including but not limited to, data processing files and actuarial records, which shall be the property of CompManagement;
- 3.9 confer with Client regarding any changes to or actions necessary for a given claim, including arranging for representation at agency hearings as required;
- 3.10 report to Client, through personal contact or special bulletins, any changes in procedures produced by legislative or administrative revisions; and



- 3.11 other services listed on Exhibit A, if any is attached to this Agreement.
4. **REPORTS.** Upon reasonable request of Client, CompManagement shall provide Client with special reports pertaining to certain claims.
  5. **LOSS PREVENTION SERVICES.** CompManagement shall assist Client in developing a consistent program to insure the quality control aspects of medical treatment for injured employees, and to insure full disclosure of medical facts for the determination of compensability. CompManagement shall also consult with the Sponsoring Organization regarding Accident Prevention, Safety Practices, Specific Code Requirements, and other matters relating to workers' compensation in order to reduce the number of work-related injuries and diseases.
  6. **OBLIGATIONS OF CLIENT.** During the term of this Agreement, Client shall comply with all of the terms and conditions set forth in this Agreement, and all policies, protocols, acceptance criteria, accident prevention programs, claims management programs, and rules and regulations of the Program, including without limitation the following:
    - 6.1 Client shall comply with all statutes and regulations of the State of Ohio, whether currently in force or enacted in the future, that apply to the Program, including but not limited to the OBWC group rating rules (Ohio Admin. Code 4123-17-61 through 4123-17-68). Client accepts sole responsibility for understanding and complying with these rules.
    - 6.2 Client shall distribute claims forms to employees and medical suppliers as necessary.
    - 6.3 Client shall submit to CompManagement all claims applications, supporting documentation, and follow-up correspondence it receives pertaining to a claim filed against it.
    - 6.4 Client shall implement accident and safety programs established by the Sponsoring Organization or CompManagement or under the Program for the purpose of reducing injuries and to comply with the OBWC group rating requirements.
  7. **PROGRAM PARTICIPATION.** Client acknowledges that the Sponsoring Organization or CompManagement may from time to time promulgate new rules and regulations as are reasonably justified. Client represents, warrants and covenants that it is in compliance with the following OBWC participation requirements or that, as of the date indicated below, it shall be in compliance with such requirements:
    - 7.1 Client is and must remain a member in good standing with the Sponsoring Organization during the policy period.
    - 7.2 Client has not applied to more than one group plan for the policy period.
    - 7.3 Client is current (not more than forty-five (45) days past due) on any and all disputed premiums, assessments, penalties, or any other monies otherwise due to any fund administered by the OBWC, including retrospective rating as of the group rating application deadline.
    - 7.4 If Client is participating in a partial payment agreement for premiums or assessments, as of the group rating application deadline, they must be current on payments due to the Attorney General's office.
    - 7.5 Client does not have cumulative lapses in workers' compensation coverage in excess of fifty-nine (59) days within the eighteen (18) month period before the group rating application deadline. However, the same cumulative lapse period will not be used to disqualify an employer for more than one (1) year.
    - 7.6 Client is in active status for workers' compensation premium purposes as of the group rating application deadline and must remain in active status through the beginning date of this Agreement.
    - 7.7 Client submits a fully completed original AC-26 Employer Statement for Group Rating Plan executed by a corporate officer, partner, or owner. CompManagement additionally requires execution and receipt of this signed Agreement. Lack of either item or further information which may be requested by CompManagement shall constitute just cause for refusal by CompManagement, with or without notification to the employer, to further process the employer for the group rating program.
  8. **CLIENT DISCLOSURE; PROHIBITED PRACTICES**
    - 8.1 Client acknowledges that, as part of the enrollment process, it has made representations to CompManagement regarding its past and present status as a Professional Employer Organization or Employment Leasing Operation. Further, Client has made representations to CompManagement as to any past merger, acquisition, reorganization, consolidation or any other business activity that involves the potential combination by the OBWC of Client with other workers' compensation risk accounts. Client understands that this information has been sought to permit CompManagement to evaluate the potential impact that successorship and resulting risk combination by the OBWC could have upon the Program. Client agrees that its application and acceptance into the Program are based upon its represented operating structure and resulting OBWC claim history at the time of application and enrollment.
    - 8.2 Client does not currently operate, and does not intend to change its operations to perform, as either a Professional Employer Organization or Employment Leasing Operation, and has not, prior to this Agreement, leased its employment force from a leasing company. Client further recognizes that any false representation or failure to disclose material information regarding employee leasing will result in an obligation to reimburse the Program and/or Participating Members for the negative financial impact of any successorship imposed by the OBWC on Client. Furthermore, in such case, CompManagement shall seek to have Client removed from the Program and the Group. Client agrees that, during the term of this Agreement, it will not change from the current business structure to operating as a Professional Employer Organization or Employment Leasing Operation as defined by the OBWC.
    - 8.3 Client agrees that, during the term of this Agreement, it will not be involved in a merger, acquisition, reorganization, consolidation, or any other activity that will result in the OBWC finding that that Client is a succeeding employer, with negative financial impact on the Program. Client agrees to give written notice to CompManagement ninety (90) days in advance of any such action so that a determination may be made as to the effect on the Program.

- 8.4 Client agrees that it will be liable for and pay to a fund held by CompManagement, or its designee, an amount equal to any additional premiums imposed by the OBWC on the Program and/or Participating Members, for any Program year, due to a successorship imposed by the OBWC on Client. This fund will be distributed on an equitable basis to Participating Members that paid additional premiums to the OBWC for the policy period. Client further agrees to assume its own liabilities arising from its action, including all losses, costs and expenses.
9. **GROUP RATE.** Client understands that the group rate must be estimated in advance of the policy period and is based upon the most recent policy period, and the actual group rate will vary depending upon multiple factors. Client is solely responsible for any assessments of premiums owed to the OBWC. In no event shall CompManagement or the Sponsoring Organization be held liable for premiums or additional monies owed by Client due to rate changes calculated by the OBWC.
10. **GROUP PARTICIPATION.** Client understands that participation requirements of the Program are solely determined by the Sponsoring Organization, with consultations from its consultants including but not limited to CompManagement. While it is the intention of the Program to accept and retain as many applicants as possible, acceptance is contingent upon a final review by CompManagement and compliance by Client and other Participating Members with the group rating rules and regulations of the OBWC and the requirements of the Program and this Agreement. *The Sponsoring Organization, at its discretion, may rescind the program invitation and declare this Agreement null and void by giving Client notice before the filing of the program application with the OBWC.* Client acknowledges that it shall have no right to continued participation in any successor group formed for any period after the initial term of this Agreement. Such continued participation shall be determined on a case-by-case basis by CompManagement in its sole discretion in consultation with the Sponsoring Organization.
11. **ALLOCATION OF SAVINGS.** Under circumstances deemed appropriate by the Sponsoring Organization, the plan administrator reserves the right to convert this Agreement to a pooled savings distribution method to equalize savings to plan participants. Under this method, Client agrees that the Sponsoring Organization, at its own discretion, may establish a savings pool, which would equitably redistribute plan savings among members.
12. **TERM.** The initial term of this Agreement shall be from January 1, 2016 through December 31, 2016 with the exception Section 8, which shall survive termination of this Agreement. The Agreement shall renew itself at the end of the contractual period for successive one (1) year periods to furnish services that are the subject of the contract as applied to successive policy terms, subject to Client's ability to meet the renewal criteria established by the program and the OBWC, including the payment of dues, service fees and pooling adjustments (if applicable), unless Client provides at least 30 days written notice to CompManagement, prior to each expiration date, of its intent not to renew.
13. **TERMINATION.** Client may not terminate this Agreement or withdraw from the Program without the prior written consent of CompManagement and the Sponsoring Organization, either of which, Client acknowledges, may deny such consent for any reason it deems appropriate. In the event that it is determined by a court, a governmental agency, or CompManagement that the Program fails to meet the requirements for group rating plans or that Client fails to meet the requirements (whether under Ohio law or the standards of CompManagement or the Sponsoring Organization) for participation in the Program, this Agreement shall be automatically terminated, and CompManagement and the Sponsoring Organization shall have no liability to Client for any losses or damages arising from or relating to such failure; provided that CompManagement shall refund a portion of the annual fee pro-rated on the number of months remaining in the term of this Agreement. Client acknowledges that in the event of termination, neither the Sponsoring Organization, nor CompManagement, nor their members, directors, agents, agencies, assigns, affiliates, and/or subsidiaries shall have any liability out of terms and services as provided in this Agreement.
14. **PAYMENT FOR SERVICES.** Client shall pay to CompManagement for Standard Services, Reporting Services, Loss Prevention Services and CompManagement's other obligations under this Agreement, an annual fee which has been jointly approved and adopted by the Sponsoring Organization and CompManagement. CompManagement will provide to Client, not less than thirty (30) days before the expiration date of any contractual period, written notice of the service fees for the next succeeding term. All fees are payable within thirty (30) days of invoice date.
15. **NON-STANDARD SERVICES.** Non-standard services shall include any service not described above. Client may request non-standard services, and CompManagement shall promptly advise whether or not CompManagement is able and desires to provide such service and the fee required for such services.
16. **CONFIDENTIALITY/NON-SOLICITATION.** It is understood and agreed that all statistical, financial and personnel data relating to Client and any of its employees provided to CompManagement by Client, or any employee thereof, pursuant to this Agreement is confidential, and CompManagement and its employees shall keep such information in the strictest confidence except to the extent necessary to perform the services to be rendered hereunder.
- The parties agree that they will not employ any person employed by the other during the term of this Agreement and for a period of one (1) year following its termination, without the prior consent of the other party, except in instances in which this provision is otherwise overridden by Ohio law.
17. **WAIVER.** The failure of any party to this Agreement to object to, or take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or any future breach or subsequent wrongful conduct.
18. **PENALTIES.** All penalties or fines assessed by any federal, state or local regulator shall be paid by the party responsible for the assessment of the penalty or fine.
19. **NOTICES.** All notices and communications under this Agreement shall be personally delivered, sent by U.S. certified mail, postage prepaid, return receipt requested, or by fax with confirmation of receipt, to the other party at the address or fax number

set forth at the beginning of this Agreement, or to such other addresses as either party may instruct by notice, and shall be deemed received when so delivered.

- 20. **PRACTICE OF LAW.** The practice of law is governed by the Supreme Court of the State of Ohio. Third party administrators such as CompManagement are prohibited from providing services that would constitute the unauthorized practice of law. All services provided under this Agreement shall not be in violation of the rules and regulations promulgated to govern the unauthorized practice of law. Pursuant to current and future rules and regulations, CompManagement shall not provide any services that are construed to constitute the unauthorized practice of law.
- 21. **APPLICABLE LAW; BINDING EFFECT; ASSIGNMENT.** This Agreement shall be governed by the laws of the State of Ohio, and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and may not be changed orally but only in writing signed by the parties. Client may not assign this Agreement without the prior written consent of CompManagement.
- 22. **MISCELLANEOUS.** Client acknowledges and agrees that no representations or warranties were made by CompManagement to induce Client to enter into this Agreement, except for those representations and warranties contained in this Agreement. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument. The Sponsoring Organization and the other Participating Members shall be deemed to be third party beneficiaries of this Agreement, and as such, the Sponsoring Organization and the other Participating Members shall have all rights and benefits accruing to them as set forth in this Agreement. Except as set forth in the preceding sentence, nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any other party.
- 23. On January 1, 2016, this Agreement will terminate and replace the Agreement between the parties which commenced January 1, 2015 and ended December 31, 2015.
- 24. **ENTIRE AGREEMENT.** This Agreement, including the Attached Exhibit(s) if any, constitutes the entire understanding between the parties concerning its subject matter. All prior negotiations and agreements of the parties with respect to any of the duties and obligations set forth in this Agreement are merged into this Agreement. There are not other agreements or understandings between the parties, express or implied, written or oral, that are not reduced to writing herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**SIGNATURES**

CompManagement, LLC  
By: *Stephanie B. McCloud*  
Printed: Stephanie B. McCloud  
Title: Sr. Vice President

Employer: **City Of Napoleon**  
By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**RESOLUTION NO. 013-15**

**A RESOLUTION APPROVING AN EMPLOYMENT CONTRACT WITH MONICA S. IRELAN, CITY MANAGER, AND AUTHORIZING COUNCIL PRESIDENT TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ENTER INTO SAID EMPLOYMENT CONTRACT; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Napoleon Personnel Committee has reviewed and recommended the approval of an employment agreement with the City Manager, Monica S. Irelan; and,

**WHEREAS**, the Council for the City of Napoleon feels it is in the best interest of the City to enter into said agreement and therefore desires to do so;  
**Now therefore**,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, the Napoleon City Council approves of entering into an employment agreement with Monic S. Irelan and does authorize the Napoleon Council President to execute all documents necessary to enter into an Employment Agreement with Monica S. Irelan.

Section 2. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 3. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 4. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time so that the contract can be effective so as to protect the interest of both parties to the contract which affects the public peace, health or safety accessible to our citizens; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Travis B. Sheaffer, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Ronald A. Behm, Mayor

VOTE ON PASSAGE \_\_\_\_\_ Yea \_\_\_\_\_ Nay \_\_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Gregory J. Heath, Clerk/Finance Director

*I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Resolution No. 013-15 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Gregory J. Heath, Clerk/Finance Director*

**Employment Agreement  
Between  
The City of Napoleon, Ohio  
And  
Monica Irelan**

**TABLE OF CONTENTS**

<b>Introduction</b>	
<b>Section 1: Term</b>	<b>Page 1</b>
<b>Section 2: Duties and Authority</b>	<b>Page 1</b>
<b>Section 3: Compensation</b>	<b>Page 1</b>
<b>Section 4: Health, Disability and Life Insurance Benefits</b>	<b>Page 2</b>
<b>Section 5: Vacation, Sick, and Other Leave</b>	<b>Page 2</b>
<b>Section 6: Retirement</b>	<b>Page 2</b>
<b>Section 7: General Business Expenses</b>	<b>Page 2</b>
<b>Section 8: Charter Acknowledgement</b>	<b>Page 3</b>
<b>Section 9: Termination without Just Cause</b>	<b>Page 3</b>
<b>Section 10: Termination with Just Cause</b>	<b>Page 3</b>
<b>Section 11: Severance</b>	<b>Page 4</b>
<b>Section 12: Resignation</b>	<b>Page 4</b>
<b>Section 13: Performance Evaluation</b>	<b>Page 4</b>
<b>Section 14: Hours of Work</b>	<b>Page 5</b>
<b>Section 15: Outside Activities</b>	<b>Page 5</b>
<b>Section 16: Relocation</b>	<b>Page 5</b>
<b>Section 17: Indemnification</b>	<b>Page 5</b>
<b>Section 18: Bonding</b>	<b>Page 5</b>
<b>Section 19: Other Terms and Conditions of Employment</b>	<b>Page 5</b>
<b>Section 20: Payments</b>	<b>Page 6</b>
<b>Section 21: Breach of Contract</b>	<b>Page 6</b>
<b>Section 22: Notices</b>	<b>Page 6</b>
<b>Section 23: General Provisions</b>	<b>Page 6</b>

**Employment Agreement  
between  
The City of Napoleon, Ohio  
and  
Monica Irelan**

**Introduction**

This Agreement, is made and entered into on this \_\_\_ day of \_\_\_\_\_ 2015, by and between the City of Napoleon, Ohio, a municipal corporation, (hereinafter called “Employer”) and Monica Irelan, (hereinafter called “Employee”), both of whom agree as follows:

**Section 1: Term**

A. This agreement shall remain in full force and effect from the effective date until the first pay period of 2018 or upon agreement of both parties to mutually terminate this contract, whichever comes first.

**Section 2: Duties and Authority**

Employer agrees to employ Monica S. Irelan as City Manager to perform the functions and duties specified in the City Manager Job Description, Charter, and Ordinances, or Resolutions of the City of Napoleon, and to perform such other legally permissible and proper duties and functions as authorized and directed by Napoleon City Council.

**Section 3: Compensation**

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$83,231.98 payable in installments in accordance with the Employer’s usual payroll schedule.

B. This agreement shall be automatically amended to reflect any salary adjustments that are authorized by Napoleon City Council.

C. Automatic step increases will take place over a 3 year period so long as Employee obtains a good employee evaluation. A “good employee evaluation” is defined as receiving, in total, more “exceeds” and “meets” remarks than “below” remarks using the City of Napoleon’s Performance Appraisal. If the parties use any other method of determining performance appraisal, such method must have a mutually agreed upon definition of “good employee evaluation” prior to its use. These steps will occur on the first pay period of each year (usually starting in December of the previous year).

2015- \$83,231.98  
2016- \$90,000.00  
2017- \$97,000.00

#### **Section 4: Health, Disability and Life Insurance Benefits**

A. The Employer agrees to provide for health, hospitalization, surgical, and comprehensive medical insurance benefits for the Employee and her dependents equal to that which is provided to all other non-collective bargaining unit employees of the City of Napoleon

B. The Employer agrees to provide and to make the required premium payments for long-term disability coverage for the Employee equal to that of other non-bargaining employees.

C. Employee is automatically entitled to any other standard benefits available to non-collective bargaining unit employees of the City as may now exist or be made available during the term of this contract.

#### **Section 5: Vacation, Sick, and Other Leave**

A. Employee is automatically entitled to any standard leave available to non-bargaining unit employees of the City as may now exist or be made available during the term of this contract.

#### **Section 6: Retirement**

A. The Employer agrees to enroll the Employee in the Ohio Public Employee's Retirement System (OPERS) and to make all the appropriate employer contributions on the Employee's behalf.

#### **Section 7: General Business Expenses**

A. Upon approval by the Employer, the Employer agrees to pay for professional dues and subscriptions of the Employee necessary for full participation in national, regional, state and local associations and organizations necessary for the Employee's continued professional growth and advancement, and for the good of the Employer.

B. Upon approval by the Employer, the Employer agrees to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Upon approval by the Employer, the Employer agrees to pay for tuition, registration fees, and travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.



D. Technology: The Employer shall provide Employee with the use of a laptop computer, software, Internet service, e-mail, and a cell phone/BlackBerry (or similar device) required for the Employee to perform the job and to maintain communication with the City Council and City staff.

### **Section 8: Charter Acknowledgment:**

The parties acknowledge that this contract does not supersede nor conflict with the Charter and when interpreting this contract if there is an ambiguity or conflict between this Contract and the Charter, the Charter shall always prevail over this contract. Specifically including, but not limited to, the following language:

“Section 4.04 Director Employment Status: The City Manager... shall serve at the pleasure of Council and may be suspended or removed by Council at any time; with or without cause, by a two-thirds (2/3) affirmative vote of current members of Council.”

### **Section 9: Termination Without Just Cause**

For the purpose of this agreement termination without just cause shall occur if:

A. Two-thirds (2/3) affirmative vote of the current members of Council vote to terminate the employee, without cause, at a duly authorized public meeting, pursuant to Section 4.04 of the City Charter.

B. The Employer, citizens or state legislature acts to amend any provisions of the Charter of the City of Napoleon or Napoleon Codified Ordinances pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government.

C. The Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads.

### **Section 10: Termination With Just Cause**

A. Two-thirds (2/3) affirmative vote of the current members of Council vote to terminate the employee, with just cause, at a duly authorized public meeting, pursuant to Section 4.04 of the City Charter.

“Just Cause” does not have an exact legal definition however there are several factors that are included in the analysis which include, but not limited to, the following:

1. Was the employee forewarned of the consequences of her actions?
2. Are the employer's rules reasonably related to business efficiency and performance the employer might reasonable expect from the employee?

3. Was an effort made before discipline or discharge to determine whether the employee was guilty as charged?
4. Was the investigation conducted fairly and objectively?
5. Did the employer obtain substantial evidence of the employee's guilt?
6. Were the rules applied fairly and without discrimination?
7. Was the degree of discipline reasonably related to the seriousness of the employee's offense and the employee's past record?

B. Additionally, if the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance.

### **Section 11: Severance**

Severance shall only be paid to the Employee when employment is terminated as defined in Section 9.

If the Employee is terminated as defined in Section 9, the Employer shall provide a minimum severance payment equal to six months salary (13 pay periods) at the rate of pay at the time of termination. This severance shall be paid in a lump sum unless otherwise agreed to by both the Employer and the Employee.

The Employee shall also be compensated for accrued earned sick leave to a maximum of 960 hours, vacation time, and all paid holidays.

For a period of three months following the date of termination, or until such time as equivalent benefits are available through a new employer, whichever comes first, the Employer shall pay the costs to continue the following benefits:

1. Health insurance or the equivalent COBRA coverage for the employee and all dependents as provided in Section 4A;

### **Section 12: Resignation**

In the event that the Employee voluntarily resigns her position with the Employer, the Employee shall provide the Employer with not less than 45 days advance written notice of her resignation, unless the parties agree otherwise. No additional Severance, other than the normal entitlements under the Personnel Code and/or Policy Manual, will be given.

### **Section 13: Performance Evaluation**

Employer shall annually review the performance of the Employee. The evaluation process, at a minimum, shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 14 days of the final evaluation meeting.

### **Section 14: Hours of Work**

It is expected that the Employee will typically work during normal City Hall office hours. However, it is recognized that the Employee must devote a great deal of time outside those normal office hours on business for the Employer. Accordingly, and to that end, Employee may establish her own work schedule, subject to reasonable direction by Employer. Employee is not eligible for overtime or paid compensatory hours.

### **Section 15: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities as long as such arrangements do not interfere with or cause a conflict of interest with Employee's responsibilities pursuant to this Agreement.

### **Section 16: Relocation**

Employee agrees to establish residence within the corporate boundaries of the City of Napoleon, within twelve (12) months of this agreement, and thereafter to maintain her residence within the corporate boundaries of the City for the duration of this or any amended or subsequent employment contract.

### **Section 17: Indemnification**

To the extent allowed by law, the Employer shall defend Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of and arising out of the course and scope of Employee's duties as City Manager, or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the City Manager, unless the act or omission involved was willful or wanton conduct. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. Employer agrees to pay Employee's reasonable litigation expenses, including travel expense, throughout the pendency of any litigation to which the Employee is a party or witness, so long as Employee is still employed with Employer.

### **Section 18: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance, and professional liability insurance.

### **Section 19: Other Terms and Conditions of Employment**

The Employer, upon agreement with Employee, may provide for such other terms and conditions of employment as it may determine from time to time relating to the performance and duties of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the

City of Napoleon, or applicable law. Additionally, unless stated otherwise, the Employee is entitled to all other benefits allowed by the Employment Policy Manual and/or the Personnel Code.

**Section 20: Payments**

Any payments made pursuant to this contract, including any payments under section 3, are subject to annual appropriations and applicable Employer expense policies. The Finance Director is authorized to disburse such payments upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits, submitted in accordance with the Employer's policies relating thereto.

**Section 21: Breach of Contract**

Breach of contract declared by either party shall have a 30-day cure period for either Employee and/or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 22.

**Section 22: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER:

City of Napoleon, Council President  
PO Box 151  
Napoleon, OH 43545

EMPLOYEE:

Monica Irelan  
Address on File  
Napoleon, OH 43545

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section 23: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on \_\_\_\_\_, 2015.

D. Severability. The invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, 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 or judicial modification of the invalid provision.

Adopted and approved by the Napoleon City Council on this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Travis Sheaffer, Council President

\_\_\_\_\_  
Monica Irelan

Date: \_\_\_\_\_, 2015

Date: \_\_\_\_\_, 2015

#### CERTIFICATION OF FUNDS

I, Gregory J. Heath, Finance Director of the City of Napoleon, Ohio hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of the City of Napoleon, Ohio or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

\_\_\_\_\_  
Gregory J. Heath, Finance Director

Approved as to form and correctness:

\_\_\_\_\_  
Trevor M. Hayberger, Law Director

**RESOLUTION NO. 014-15**

**A RESOLUTION AUTHORIZING CONTRACTS WITH THE TOWNSHIPS OF NAPOLEON, HARRISON, FREEDOM, AND HENRY COUNTY SOUTH JOINT AMBULANCE DISTRICT FOR FIRE SERVICE AND/OR EMERGENCY MEDICAL SERVICE COMMENCING APRIL 1, 2015; DECLARING AN EMERGENCY**

**WHEREAS**, the Townships of Napoleon, Harrison, and Freedom desires to enter into a contract with the City for Fire and Emergency Medical Rescue Services as authorized in Section 9.60 and Section 505.44 of the Ohio Revised Code; and,

**WHEREAS**, the Henry County South Joint Ambulance District of Henry County, Ohio, desires to enter into a contract with the City for Emergency Medical Services as authorized in Section 9.60 of the Ohio Revised Code; Now Therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, the City Manager is authorized to enter a contract with Napoleon Township, Harrison Township, and Freedom Township, all of which are in Henry County, Ohio, for Fire Services and Emergency Medical Services, including billing services related thereto; the terms and conditions having been approved by this Council in the form as currently on file in the office of the City Finance Director. The City Manager is authorized to make non-material changes to the contracts as deemed appropriate by the City Manager and approved as to form and correctness by the City Law Director; further, the contracts shall be effective April 1, 2015.

Section 2. That, the City Manager is authorized to enter into a contract with the Henry County South Joint Ambulance District of Henry County, Ohio, for Emergency Medical Services only, including billing services related thereto; the terms and conditions having been approved by this Council in the form as currently on file in the office of the City Finance Director. The City Manager is authorized to make non-material changes to the contracts as deemed appropriate by the City Manager and as approved as to form and correctness by the City Law Director; further, the contracts shall be effective April 1, 2015.

Section 3. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 4. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City

and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for emergency services to be rendered in a timely manner, emergency services also utilized by the City inhabitants when needed outside the City's jurisdictional boundaries; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Travis B. Sheaffer, Council President

Approved: \_\_\_\_\_

\_\_\_\_\_  
Ronald A. Behm, Mayor

VOTE ON PASSAGE \_\_\_\_\_ Yea \_\_\_\_\_ Nay \_\_\_\_\_ Abstain

Attest:

\_\_\_\_\_  
Gregory J. Heath, Clerk/Finance Director

*I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Resolution No. 014-15 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Gregory J. Heath, Clerk/Finance Director*

**ORDINANCE NO. 015-15**

**AN ORDINANCE AMENDING SECTION 939.02 OF THE  
CODIFIED ORDINANCE OF THE CITY OF NAPOLEON TO  
UPDATE THE INTERDEPARTMENTAL SERVICE RATE;**

**WHEREAS**, the Board of Public Affairs and the Electric Committee meet in 2014 and approved an update for the electric rate structure and the Board of Public Affairs voted to recommend changing the Interdepartmental Rate to be the same as normal customers; and

**WHEREAS**, the Napoleon City Council voted to direct the Law Director to bring legislation making the recommended Interdepartmental rate change; Now Therefore,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NAPOLEON,  
OHIO:**

Section 1. That, Section 939.02(f) of the Codified Ordinances of the City of Napoleon, Ohio, shall be amended and enacted as follows:

(f) Interdepartmental Service.

(1) Availability for interdepartmental service. Applicable and available for electrical energy used for City-owned and operated facilities, excluding street lighting.

(2) Rate for interdepartmental service.

~~Distribution Charge~~

~~All kWh: — \$0.015~~

***EACH DEPARTMENT WILL BE PLACE IN THE MOST  
APPROPRIATE CATEGORY LISTED ABOVE AND THEN CHARGED  
ACCORDINGLY***

(3) Riders. Customers under this schedule shall be subject to the applicable ***POWER SUPPLY COST ADJUSTMENT*** ~~Generation Charge,~~ ***and Transition Cost Rider as specified in the Generation, Demand*** and Transition Cost Riders.

Section 2. That, all other sections of Section 939.02 of the Codified Ordinances of Napoleon, Ohio, are not changed by this legislation.

Section 3. That, Section 939.02 of the Codified Ordinances of Napoleon, Ohio, as existed prior to the enactment of this Ordinance is repealed.

Section 4. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 5. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.



Section 6. That, this legislation shall be in full force and effect at the earliest time permitted by law.

Passed: \_\_\_\_\_  
Travis B. Sheaffer, Council President

Approved: \_\_\_\_\_  
Ronald R. Behm, Mayor

VOTE ON PASSAGE \_\_\_\_\_ Yea \_\_\_\_\_ Nay \_\_\_\_\_ Abstain

Attest:  
\_\_\_\_\_  
Gregory J. Heath, Clerk/Finance Director

*I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Ordinance No. 015-14 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
Gregory J. Heath, Clerk/Finance Director

City of Napoleon, Ohio

## **Council Rules Review Committee**

LOCATION: City Hall Offices, 255 West Riverview Avenue, Napoleon, Ohio

### **Meeting Agenda**

Monday, March 16, 2015 at 6:00pm

- I. Call to Order
- II. Review of City Council Rules (Tabled)
- III. Any other matters currently assigned to the Committee
- IV. Adjournment

---

Gregory J. Heath, Finance Director/Clerk of Council

**City of Napoleon, Ohio**  
**Council Rules Review Committee**  

---

**Meeting Minutes**

Monday, February 9, 2015 at 8:30pm

**PRESENT**  
**Committee Members**  
**City Staff**

**Recorder**  
**Others**

**ABSENT**  
**Committee**  
**Staff**

**Call To Order**

**Review Of City Council**  
**Rules**

Travis Sheaffer – Chair, Jason Maassel, Chris Ridley  
Trevor Hayberger, Law Director  
Greg Heath, Finance Director/Clerk of Council  
Monica Irelan, City Manager  
Tammy Fein

Chairman Sheaffer called the meeting to order at 8:53pm.

Hayberger distributed a memo regarding proposed changes to the current City Council rules; see attached.

Discussion of the proposed changes included:

Hayberger reported that a proposed change is to create a five (5) minute cap on citizen communication, with an extension grantable by the Council President or Committee Chairperson, adding that Council is already limited by this cap;

Heath reminded the Committee that Council members can nominate and vote for themselves for President and President Pro Tem during the election of such, with a majority vote deciding these elections;

Maassel asked if majority vote approves Standing Committees; Heath replied yes, adding that the Charter states that the President can create a list of Standing Committees, however the list must be approved by Council;

Ridley asked how the Mayoral veto would work if the Legislation requested an Emergency Clause and Suspension of the Rules; Heath reminded the Committee that a two thirds (2/3) vote is needed for an Emergency Clause and Suspension of the Rules to pass, as well as overruling a veto. Ridley suggested leaving in the ten (10) day deadline for Mayoral veto by letter; Hayberger will add *'except for Legislation that has been passed with an Emergency Clause and under Suspension of the Rules'* to the wording. Heath read from the Charter regarding Mayoral veto; the Committee agreed that this language will remain as is;

Heath noted that the Charter trumps Executive Session and he suggests that the Charter not be changed too much during the Charter Review Commission meetings to recommence in 2016; Ridley asked about the five (5) minute time limit speaking limit for Council, asking if this should be set

for less time; Heath stated that Committees of the Whole process could be used to set Agendas for Council; the Agendas would not be varied from or changed unless by a majority vote of Council at the beginning of the meeting, adding that this is the process outlined in Roberts Rules of Order. Maassel believes the Agenda should remain the way it is to allow for adequate discussion; the Committee agreed.

**Motion To Table Review  
Of City Council Rules**

Motion: Ridley Second: Maassel  
To table review of City Council Rules

**Passed**  
**Yea- 3**  
**Nay- 0**

Roll call vote on above motion:  
Yea-Sheaffer, Maassel, Ridley  
Nay-

**Any Other Matters Assigned  
To The Committee**

None

**Motion To Adjourn**

Motion: Ridley Second: Maassel  
To adjourn the meeting at 9:25pm.

**Passed:**  
**Yea- 3**  
**Nay- 0**

Roll call vote on motion:  
Yea- Sheaffer, Maassel, Ridley  
Nay-

**Date**

Travis Sheaffer, Chair

*City of Napoleon, Ohio*

## **Tree Commission**

LOCATION: City Hall Offices, 255 West Riverview Avenue, Napoleon, Ohio

### **Meeting Agenda**

Monday, March 16, 2015 at 6:00pm

- I. Approval of Minutes (In the absence of any objections or corrections, the minutes shall stand approved.)
- II. Tree Call Report
- III. Spring Programs
- IV. Arbor Day Observation
- V. Tree Commission Webpage
- VI. Any other matters to come before the Commission
- VII. Adjournment

---

Gregory J. Heath, Finance Director/Clerk of Council

City of Napoleon, Ohio  
**TREE COMMISSION**

**Meeting Minutes**

**Monday, February 16 , 2015 at 6:00 pm**

<b>PRESENT</b>	
<b>Commission</b>	Bill Rohrs, David Volkman, Anella Huff, Jeffrey Marihugh, Kirk Etzler
<b>City Staff</b>	Marty Crossland
<b>Recorder</b>	Tammy Fein
<b>ABSENT</b>	
<b>Members</b>	
<b>Call To Order</b>	Recorder Tammy Fein called the meeting to order at 6:00pm.
<b>Election of Tree Commission Chairperson</b>	Fein asked each member in order of seniority for a recommendation of a name for Chair.  Volkman passed Rohrs nominated Volkman Etzler nominated Volkman Huff nominated Volkman Marihugh passed
<b>Motion To Appoint Volkman Chairperson</b>	Motion: Rohrs                      Second: Etzler To appoint Volkman as Chair for the Tree Commission
<b>Passed</b>	Roll Call vote on above motion:
<b>Yea- 5</b>	Yea- Volkman, Huff, Rohrs, Etzler, Marihugh
<b>Nay- 0</b>	Nay-
<b>Approval Of Minutes</b>	Minutes from October 20, 2014 stand approved as presented with the following corrections on page three (3); ‘River Park’ should read ‘Ritter Park’, also a limb randomly ‘fall’ should read ‘fell’.
<b>Tree Call Report</b>	Crossland reported there were less tree calls due to the weather;  The resident at 721 South Perry Street called to complain about bird droppings from the neighbor’s crab apple trees on the North side of Pontious Place; she’s worried this will stain her car and siding. Crossland stated that there are approximately five (5) crabapple trees, and one (1) is less than five (5) years old, the rest are larger. Crossland suggested not removing the trees as it is a good habitat for birds and the owners’ deceased husband planted the trees. Etzler agreed that this is a natural habitat for birds and does not believe the trees should be removed. Rohrs believes that removing these trees may lead to more removals for other residents; and  The resident at 1448 Hudson Street, Jim Mathias, requested the planting of two (2) more trees; Crossland agreed, adding that the resident had a tree removed due to a waterline project on his property along Oakwood Avenue.
<b>2014 Fall Programs</b>	Crossland stated the 2014 Fall programs were complete, the total cost for removals was \$8,295, the total cost for plantings was \$6,015 and the trimming and topsoil contracts both had ‘Not To Exceed’ clauses with a total for trimming of \$18,000 and topsoil had a total of \$2,500. Crossland shared a map that demonstrated the amount of trimming that was completed by area and by

## Spring Tree Programs

year; adding that the area between Haley Avenue and Glenwood Avenue received the most trimming this year, adding that this area was one of the densest parts of town for trimming requirements. Crossland stated that he would like to get to the approximately seven (7) year cycle for trimming as previously discussed by the Commission. Volkman commended the trimming crews for the work that was accomplished; Crossland agreed, adding that the trimmers used a three (3) man crew and on some days used a second crew so smaller trees could be trimmed up from the ground, and the larger trees could be trimmed from a bucket truck. Marihugh commended the crew on the traffic control and signage.

Crossland reported that there was only one (1) resident complaint, but the resident was appeased when the crew explained they were only trimming the tree, not removing it, and the resident would not be charged. Crossland stated that he would like to see the trimming projects start up in the Fall where they left off, and if more than \$18,000 was available for the project, then it would be used. Crossland stated that he would like to keep the single contracts at a lower cost than the prevailing wage requirement to keep the costs of the project down. Crossland reported that there were approximately three hundred (300) trees that were trimmed. Marihugh reminded the Commission that the companies that do the removals are not trained to arborist standards; Crossland stated this narrows the competition, however there are two (2) companies interested, and this allows for competitive bidding, adding that the current price is approximately two hundred dollars through two hundred fifty dollars (\$200 - \$250) per hour.

Crossland distributed a list regarding the Spring Tree Program; see attached.

Crossland reported that approximately ninety percent (90%) of the items on this list have previously been discussed by the Commission last Fall, and a small portion of the list was added by Crossland as they were noticed. Crossland stated that the Norway Maple located at 817 Maple Street should be removed, though it is not a danger. Crossland added that these removals will take care of the die-offs from previous years. Marihugh asked if the Maple tree at 220 East Barnes Avenue was to be removed; Crossland will research this. Crossland stated that if the Commission approved the list, Crossland will make the bid proposals and have the contractor determined for the next meeting; there were no objections from the Commission.

Crossland distributed a Spring Planting List; see attached.

Crossland changed the species of trees to be planted at Forest Hill to be a Tulip Tree to maintain uniformity. Crossland also added the two (2) trees for Mathias that were discussed earlier to this list. Crossland asked the Commission to approve the planting list so he may open the bidding and award the bid to a nursery in order to get the projects started; there were no objections from the Commission.

Crossland distributed a Removal List; see attached.

Crossland reported that a Rose of Sharon bush on West Main Street will be removed as it got too big for the space that it is planted; there are two smaller (2) Norway Maples to be removed and replaced in the islands.

Crossland distributed the List of Holes; see attached.

Crossland reported that this is last year's removal list of forty (40) holes, and

there will be a \$2,500 'not to exceed' clause in this contract, the terms of the contract include filling in the hole, seeding the area and strawing the area. North Branch Nursery and Northwest Landscaping have both completed this project for the City in the past, Crossland will incorporate Neville Tree & Landscaping Service into this list as well; Neville responded to the planting request last Fall but were outbid by North Branch. Crossland added that A Cut Above The Rest Tree Service was added to the removals vendor list due to other companies that requested not to be contacted for the projects. Crossland reported that Scott Street plantings have been tabled until next year.

Volkman suggested that Crossland open the bidding for all the projects discussed in order to get the projects started in a timely matter; the Commission unanimously agreed. Crossland added that the topsoil, seeding and planting are all scheduled to be completed on the Saturday after Arbor Day to give the grass time to grow during May. Etzler stated that the contracts for Spring planting could be awarded before the next meeting if Crossland could email the information to the Commissioner members.

Marihugh asked what caliper tree would be planted this year; Crossland stated there is a one and a half (1 1/2) inch minimum; however the measuring area may be changed from the base to approximately six (6) inches off the ground; Crossland assumes this is above the graft point; this has been passed by the Ohio Division of Forestry and the Ohio Nursery and Landscapers Association.

Crossland spoke with Kurtz Hardware regarding purchasing two (2) dozen watering bags; the cost is reduced due to the Commission purchasing more than ten (10) bags, with the discounted cost being \$18.75 per bag. Crossland asked for approval by the Commission of this purchase to replenish the damaged bags and adding more bags to maintain an inventory of approximately two hundred (200) bags; the Commission unanimously approved. Marihugh asked if fertilized was used in the bags, Volkman stated that no fertilizer is used on new trees to avoid root burning.

### **Arbor Day Observation**

Crossland reported that the Arbor Day planting area options are listed on the planting list; Crossland would like to collaborate with the school again. Crossland would like the Commission to decide the area so he can outline this in the bid packet to the contractors. The Commission unanimously decided that the Arbor Day Observation should take place at East Riverdowns Park replacing a plum tree; Etzler believes that last year the students had no issues getting to and from East Riverdowns Park; Crossland believes this is closer to the middle school. Volkman asked Etzler if he could contact the schools as he did last year; Etzler agreed, though he may not attend the observation due to potential scheduling issues. Crossland may ask to have the plaque moved for the replaced tree depending on the condition of the plaque. Crossland stated that Arbor Day is April 24, and the observation taking place either in the morning or afternoon will depend on the school schedule for testing.

### **Tree Commission Webpage**

Crossland reported that the current Tree Commission link on the City of Napoleon webpage has little information available; Crossland suggested adding the most current lists to the site. Crossland distributed suggested wording for the Tree Commission link; see attached. Crossland suggested having a Tree Work Request Form added to the main page so he can receive emails from residents regarding tree issues and plantings. Volkman stated that the State of Ohio Forestry Division has articles that could be added as a link to the Tree Commission site as well. Crossland reported that other cities keep lists of trees that are planted and the location of the plantings on their websites, also



explaining reasons why that species is planted in that location. Crossland would like to show the species planted in the City to demonstrate what is overpopulated and why replacement trees may be a different species. Etzler suggested tying in the link to the map showing the tree plantings; Crossland stated that the tree planting information will be part of the Citywide GIS mapping software when it is running.

Etzler asked who would be maintaining the website; Crossland replied that the GIS system maintenance is currently hired out, and the City website maintenance is handled in house. Crossland asked the Commission to review the distributed information for any suggestions.

**Any Other Matters To Come Before The Commission**

None

**Motion To Adjourn**

Motion: Etzler Second: Rohrs  
To adjourn the meeting at 6:56pm.

**Passed**  
**Yea- 5**  
**Nay- 0**

Roll call vote on above motion:  
Yea- Volkman, Huff, Rohrs, Etzler, Marihugh  
Nay-

**Approval Date:**

---

Dave Volkman, Chair

# Memorandum

**To:** Parks & Recreation Committee, Council, Mayor, City Manager,  
City Law Director, City Finance Director, Department Supervisors,  
Media

**From:** Gregory J. Heath, Finance Director/Clerk of Council

**Date:** 3/11/2015

**Re:** Parks & Recreation Committee Meeting Cancellation

---

The regular Parks & Recreation Committee meeting scheduled for Monday, March 16 at 6:15pm has been CANCELED due to lack of agenda items.



# Update

A weekly newsletter presented by AMP President/CEO Marc Gerken

March 6, 2015

## Benham becomes AMP's 132nd member

By Pam Sullivan – senior vice president of marketing & operations

AMP continues to expand its membership with the addition of Benham, Kentucky, as its 132nd member. The utility's application to join AMP was approved by the AMP Board of Trustees at its February meeting.



"We selected AMP based on the economics of their overall

power offering," said Danny Quillen, chair of the Benham Power Board. "Substantial savings are expected compared to our current supplier."

Located in southeastern Kentucky, Benham becomes the fourth AMP member in the state. Benham is a town of approximately 500. The electric system was established in 1961 and serves 272 total meters with a 2013 peak of 2,114 kW.

"We look forward to working with Benham and being a partner in their efforts to provide reliable, cost effective power supply to their residents and businesses," said AMP President/CEO Marc Gerken. "These attributes are the hallmark of locally owned public power systems and AMP is proud of our partnership with municipal utilities in nine states."

## AMP forestry crews respond to snow, ice

By Chris Easton – vice president of business operations

On March 5, southeast Ohio weathered a storm that brought rain, ice and 17 inches of heavy snow – causing power outages across the region. The 138 kV OMEGA JV5 transmission line was subject to this storm, and several fallen trees damaged the line and created faults.

An AMP Forestry Crew, made up of Arthur McGraw, John Newman and Ryan Eades, responded to the request for assistance from Anthony Belcher, Belleville operations and maintenance supervisor. A portion of the transmission facilities cross the Shade River State Forest near



see FORESTRY Page 2

## Energy prices edge upwards from last week

By Alice Wolfe – assistant vice president of power supply planning & alternative generation

Energy prices increased this week as the U.S. faced a second week of cold weather and stronger-than-normal natural gas withdrawals continued. The amount of natural gas withdrawn from storage this week was double the five-year average and significantly higher than last year. Overall, the stock of fuel is 40 percent above last year and 7.7 percent below the five-year average.

March natural gas prices closed at \$2.89/MMBtu, up \$0.19/since last week. April became the prompt month contract, and closed yesterday at \$2.84/MMBtu. 2016 on-peak power prices at AD Hub were up \$0.47/MWh, finishing yesterday at \$41.97/MWh.

## AFEC weekly update

By Ryan Thompson – power supply planning engineer

With the temperatures remaining colder than normal, AFEC had another strong week of production. AFEC was dispatched to base maximum during most of the daytime hours for the week and to base maximum for 18 hours during the off-peak hours.

Duct burners were used for 31 hours, with 15 hours of those on Thursday. The plant ended the week with an 82 percent load factor (based on 675 MW). This included 18 hours of generation over 675 MW.



## News or Ads?

Call Krista Selvage at 614.540.6407 or email to [kbselvage@amppartners.org](mailto:kbselvage@amppartners.org) if you would like to pass along news or ads.

FORESTRY continued from Page 1

Reedsville, making access difficult and more challenging for crew members. A flyover was performed to assess damage and it was determined that the line had multiple fallen trees in more than one location. Crew members teamed with C.W. Wright to remove trees on the lines, and inspected the 26-mile line to ensure it was safe to be re-energized today, March 6.

Kudos to our Belleville JV5 and Forestry staff for their quick and complete response to this weather emergency.

## AMP Member Spotlight shines on City of St. Clairsville

By Krista Selvage – manager of publications

AMP is highlighting St. Clairsville in the online Member Spotlight. Currently ranking as one of *Ohio Magazine's* "Five Best Home-towns," the city is a leader in public power promotion.



St. Clairsville was one of the first small cities in Ohio to create a full Geographic Information System, and one of the first to offer Internet utility billing. St. Clairsville Light & Power has been lauded by AMP many times for its dedication to community, including recently at the 2014 AMP/OMEA Conference with an AMP Safety Award in the transmission/distribution category and a 2014 AMP System Improvement Award honorable mention nod for its AMI metering project.

St. Clairsville Mayor Robert Vincenzo is also a long-time member of the OMEA Board of Directors, participating in many facets to protect the independence and constitutional rights of Ohio municipal electric systems, and serves on the Board's three-member executive committee.

Visit the Member Spotlight section of the [AMP website](#) to read the full article and learn more about this community-driven city with a rich cultural heritage.

## AMP holds NERC call, webinar

By Art Iler – director of reliability standards compliance

AMP, in coordination with Utility Services Inc., will host its monthly NERC update call and webinar for members from 1:30 to 2:30 on Thursday, March 12.

Topics to be discussed include: (i) FERC actions at the Feb. 19, 2015, Commission meeting on MOD-031-1 and Risk-Based CMEP; (ii) CIP Version 6; (iii) NERC and Small Entities; (iv) NERC's Standard Development Projects including Projects continuing in 2015 and those that are new in 2015; (v) a Self-Certification reminder; and (vi) Utility Services coming to Columbus for the AMP Technical Services Conference on April 8 and the Client Day on May 14. The presentation will be followed by a question and answer session.

Please contact me with questions, and for the dial-in number and webinar instructions at [ailer@amppartners.org](mailto:ailer@amppartners.org) or 614.540.0857.

## On Peak (16 hour) prices into AEP/Dayton Hub

### Week ending March 6

MON	TUE	WED	THU	FRI
\$36.38	\$34.52	\$33.55	\$81.25	\$67.79

### Week ending Feb. 27

MON	TUE	WED	THU	FRI
\$148.06	\$60.34	\$65.52	\$66.81	\$74.59

AEP/Dayton 2016 5x16 price as of March 6 — \$41.97

AEP/Dayton 2016 5x16 price as of Feb. 27 — \$41.50

## Barnes joins AMP staff

By Marcy Steckman – vice president of finance & accounting

Bob Barnes joined the AMP staff this week as assistant vice president of treasury and cash management. Barnes will be working with internal and external sources to assure proper understanding and reporting of financial data.



Bob Barnes

Prior to AMP, Barnes served as the director of treasury for Alliance Data Systems Corp., vice president in treasury management for US Bank and assistant vice president of treasury product management for Huntington National Bank.

He holds a bachelor's degree in organizational communication from Ohio State University, a master of business administration from Franklin University and a Certified Treasury Professional designation.

Barnes is active in his community, serving on the United Way Finance Committee, as past president of the Central Ohio Association for Financial Professionals and board president for Kaleidoscope Youth Center.

Please join me in welcoming Bob to AMP.

## APPA video campaign to celebrate lineworkers

American Public Power Association (APPA) is inviting participation in its Celebrate a Lineworker video campaign.

Videos should be fun and creative, and provide a glimpse into the life and contributions of a lineworker. Consider asking your featured lineworker a few questions like:

- Why did you become a lineworker?
- What makes a great lineworker?
- What's your favorite memory as a lineworker?

Videos should be no more than one minute long. Simple videos shot with a smartphone are encouraged (be sure to film in a horizontal frame and to shoot in a quiet place with good lighting).

APPA will highlight videos weekly on social media, and lineworkers featured in the top five videos — selected by an independent panel of judges — will receive a 2015 Public Power Lineworkers Rodeo commemorative shirt.

For more information, please visit [PublicPower.org/rodeovideo](http://PublicPower.org/rodeovideo).



## Schuylkill Haven hosts AMP Transformer Workshop training

By Bob Rumbaugh – manager of technical training

Schuylkill Haven hosted AMP's Advanced Transformer Workshop on March 3 and 5. The class had 18 participants from seven communities: Catawissa, Kutztown, Mifflinburg, Perkasio, Schuylkill Haven, St. Clair and Weatherly.

A journeyman refresher course or learning opportunity for experienced apprentices, the Advanced Transformer Workshop is focused on advanced transformer theory and the review of transformer connections.

AMP's next training offering is a Metering Course at AMP headquarters March 10-12.

Please contact Jennifer Flockerzie, technical services program coordinator, at [jflockerzie@amppartners.org](mailto:jflockerzie@amppartners.org) or 614.540.0853 with questions, for more information or to register for a course. The 2014-15 Training Catalog is available on the Member Extranet section of the [AMP website](#).



## Classifieds

### Cuyahoga Falls seeks lineworker

The City of Cuyahoga Falls Civil Service Commission will hold an open-competitive written examination for the position of Apprentice Lineman on April 1, 2015, at 6 p.m. Pay Scale is \$15.4165/hour – \$18.8543/hour. Non-smoking environment, valid driver's license is required.

Visit [www.cityofcf.com](http://www.cityofcf.com) for details and a Civil Service Application. Applications must be submitted or postmarked by March 23, 2015. \$25.00 Non-refundable application processing fee (cash or money order) is due with application. No personal checks. EEO/ADA

### City of Marshall is accepting applications for job openings

The City of Marshall is accepting applications for an Assistant City Manager/Public Services and for a City Engineer. Application deadline for both positions is March 19, 2015. Submit resume and application online at [www.cityofmarshall.com](http://www.cityofmarshall.com). Full job descriptions are also available online. Equal Opportunity Employer M/F/H/V.

**Assistant City Manager/Public Services** – This position is responsible for assisting the City Manager with project assignments. Also performs complex supervisory, administrative and professional work in planning, organizing, directing, and supervising the Public Services Department which includes environmental, water, wastewater, street, cemetery, park operations, engineering, airport, and other projects and programs for the city. The successful candidate will have a master's degree in public administration or a closely-related field, three to five years of experience working for a municipality with supervisory or executive leadership responsibilities, and outstanding oral and written communication skills. \$65,000 \$73,000 DOQ, plus an outstanding benefit package.

**City Engineer** – This position will perform engineer-

ing and project management for street, water, sewer and drainage system construction projects. Also operates and maintains the city GIS program and acts as field representative for utility marking. Successful candidates will have a bachelor's degree in civil engineering or equivalent, and have three to five years of experience in design and plan preparation for civil engineering projects. Registration as a licensed professional engineer is required within one year. \$55,000 \$60,000 DOQ, plus an outstanding benefit package.

### Lineworker candidates should apply to St. Clairsville

The City of St. Clairsville Municipal Electric System has an opening for a lineman. Pay is competitive and negotiable. Work is in a small service area with no traveling and most work is "out of the bucket." St. Clairsville is one of *Ohio Magazine's* "five best hometowns." Detailed job description is available at [www.stclairsville.com](http://www.stclairsville.com).

Resumes should be mailed to: Director of Public Services, City of St. Clairsville, P.O. Box 537, St. Clairsville, OH 43950 or emailed to [stclair@stclairsville.com](mailto:stclair@stclairsville.com). Deadline is March 13, 2015 at 3 p.m.

### Genoa seeks fiscal officer

The Village of Genoa is accepting resumes for the position of a full-time Fiscal Officer/Tax Administrator. This position is responsible for, but not limited to, financial planning and management of all financial issues, income tax collections, and financial reporting. This position is responsible for attending all council meetings, keeping official records of all council proceedings, and posting all meetings and ordinances.

Qualifications include a minimum of an associate degree in accounting and five to 10 years of experience in

see CLASSIFIEDS Page 4



CLASSIFIEDS continued from Page 3

governmental fund accounting. Knowledge of municipal financing, income tax collection, and thorough understanding of generally accepted accounting principles are required. Must be able to be bonded.

Salary commensurate with qualifications and experience, should submit a cover letter, resume, salary history, and professional references to Administrator Kevin Gladden, 102 E. Sixth St., Genoa, Ohio 43430 or [kgladden@genoaohio.org](mailto:kgladden@genoaohio.org) by 4 p.m. March 16, 2015.

Contact the village administrator at 419.855.7791 or by email for questions regarding this position. Position descriptions are available upon request. E.O.E.

## Bucket truck needed in Bloomdale

The Village of Bloomdale is looking to purchase a used bucket truck in good condition.

For any AMP members who have a truck available for sale, please contact Village of Bloomdale Administrator Jerrame Allgire at 419.454.6500 or [jallgirebva@yahoo.com](mailto:jallgirebva@yahoo.com).

## AMP seeks candidates for open positions at headquarters

American Municipal Power, Inc. (AMP) is seeking applicants for the following positions. For complete job descriptions, please visit the "careers" section of the [AMP website](http://AMP website) or email to Teri Tucker at [ttucker@amppartners.org](mailto:ttucker@amppartners.org).

**Information Technology Coordinator** – The basic function of this position is to provide both department and end-user support. Candidates should have work experience in an IT administrative/help desk role and have good working knowledge of IT concepts, terminology and processes. An associate or bachelor's degree in IT-related field is preferred. A minimum of three years of Windows experience as a "Power User" is required and candidates must be proficient in Microsoft Office (including Project and Visio).

**Assistant Vice President of Generation Business & Development** – This position is responsible for day-to-day coordination of generation project development, analysis and implementation. A bachelor's of science degree in engineering is required, mechanical is preferred. At least 15 years of experience in engineering or engineering-related work, power generation experience and project management experience are preferred. Other combinations of skills and experience maybe accepted upon review. This job does require travel to various generating project sites.

**Manager of Marketing/Member Relations** – This position will assist the Director of Marketing/Members Relation in the marketing of AMP and MESA services, programs and projects to member management and elected officials. Will perform regular visits to member communities to foster member relationships and joint action between the members. A minimum of a four-year business or engineering-related degree is desired. Must have five

or more years of experience in the electric utility industry; and possess proven management skills and technical expertise in the day-to-day activities of member electric systems.

**Cannelton Plant Operator I** – Position functions as a control room operator and assists with the responsibilities associated with starting and stopping units, coordinating unit discharge rates, monitoring and maintaining upstream pool in cooperation with the Army Corps of Engineers, records and reports operating information such as hourly readings of distribution metering, unit blade positions, unit temperatures, and dissolved oxygen monitoring equipment. Candidates must have a two- or four-year degree in mechanical or electrical engineering; or engineering technology degree and two years of experience in plant operations; or three to five years of experience in power plant operations and/or maintenance. Welding certification is a plus.

## Housing specialist needed in City of Bowling Green

Housing specialist: (Pay Band 3: \$21.09 - \$26.99/hour). Hourly, non-exempt, full-time classification is responsible for utilizing federal and state funding to the extent that full maximization and regulatory compliance is obtained for the benefit of qualified citizens and the improvement of the infrastructure of Bowling Green.

Manages and administers all housing programs, including all down-payment, rehabilitation and fair housing programs. Prepares payment drawdown requests, federal and state status/closeout reports; makes public presentations and prepares information; performs on-site inspections of housing projects; prepares computer generated cost estimates and specifications for housing projects; performs underwriting, loan closings, mortgage recording, processing of subordination and pay-off requests; maintains housing program files; tracks and maintains outcome-based and demographic data for housing activities; performs marketing duties for all housing programs; provides additional support for office coverage, transit identification card preparation, fund reconciliation, IDIS, transit data management, report preparation for transit, housing and other grant-funded programs.

Four-year college certificate or equivalent in construction-related area; strong understanding of all Lead Paint Abatement standards and a willingness/ability to obtain a Lead Paint Abatement certification and Lead Paint Risk Assessor licensure; three to five years of relevant experience; a valid Ohio Driver's License and the ability to drive. Applicants must complete an application packet that is available by clicking [here](#) or in the Personnel Department of the City of Bowling Green, 304 N. Church St, Bowling Green, OH 43402. Resumes alone are unacceptable. Copy of the complete job description is available [here](#). Personnel Dept.: 419.354.6200. Email: [BGPersonnel@bgohio.org](mailto:BGPersonnel@bgohio.org).

Deadline for making application is 4:30 p.m. March 9, 2015. AA/EEO

# PUBLIC POWER CONNECTIONS

## MANY FACTORS PLAY A ROLE IN DRIVING PRICES

*Generation resources impact the environment and complying with regulations can raise costs*

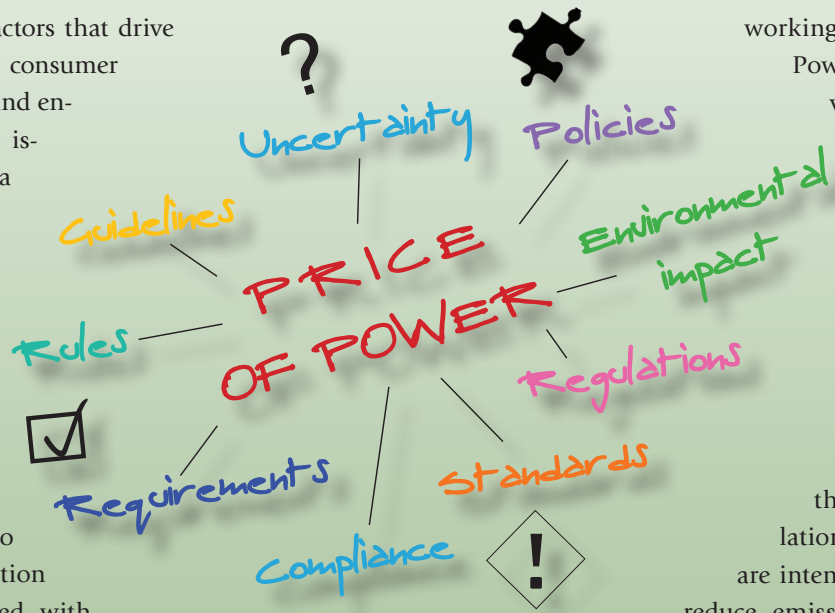
There are three major factors that drive the price of power: consumer demand, generation prices, and environmental and regulatory issues. This article, the final of a three-part series, will focus on how environmental and regulatory issues affect the costs of power.

All generation resources have some impact, large or small, on the environment and there are regulatory compliance rules no matter what type of generation it may be: Issues are raised with nuclear regarding its fuel, wind can affect flight patterns for birds, coal and gas have emissions, and solar and hydro need to ensure native wildlife is not negatively impacted by the facility. Complying with the regulations affecting a unit can raise costs over the long term and play a role in the increasing price of power.

Environmental and regulatory issues are determined both on the state and federal level. With so many agencies issuing new regulations, and with no requirement that they all coordinate, money must be spent to meet the layers of compliance.

Mechanisms for meeting the requirements typically fall to the utility that owns the facility. This means the utility faces required and sometimes unexpected increases in costs, which at times can only be offset by raising rates to customers. Municipal electric systems work to have their voice heard in influencing regulations, but there are many factors outside the control of a utility.

Policies put in place have an impact on decisions that your local utility has to make. Many municipal electric systems are



working with American Municipal Power, Inc. (AMP) to create a diverse energy portfolio – with power coming from several types of generation to help offset the risks and costs of regulations.

The electric utility industry has made tremendous strides in the past few decades of reducing emissions. Decreasing them further does come at a cost. Regulations are often needed, and many are intended with positive purpose to reduce emissions or increase safety, but meeting these guidelines takes monetary investment and does increase the costs of delivering power.

Moving power, taxes on power, regulations on power plants (whether in your community or not), and keeping the power grid secure all have costs too. Recent threats and concerns regarding cyber and physical infrastructure security are another example of how regulatory policies affect the price of power.

The uncertainty of what may come next in environmental regulations also is having an impact on power and prices. The ability to generate or build generation depends on upcoming regulations, which are currently being heavily debated. This uncertainty has generally led to a pause in building new generation and some regulations are causing existing plants to retire earlier than planned. As a result, simple supply and demand may cause higher prices.

From controversy to safety, regulations have to come with a balance.



*Consider washing your clothes in cold water to reduce your energy bill. As an added bonus, cold water will also prevent shrinking and fading of your clothes.*



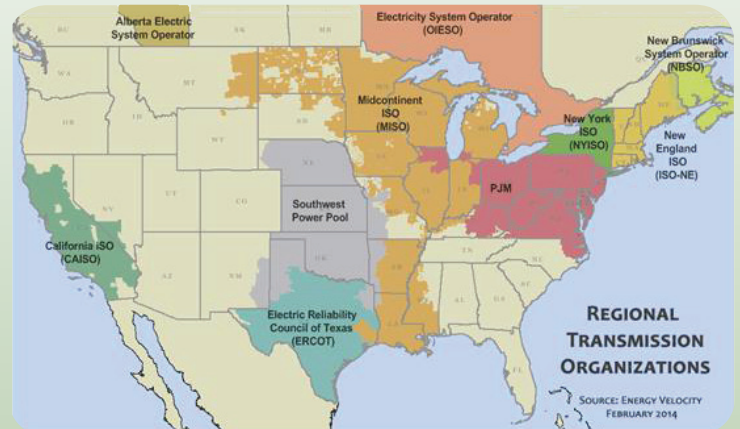
## WHAT IS AN RTO? HERE'S HOW IT WORKS

**R**egional Transmission Organizations (RTOs) were established to control and manage the transmission of electricity over a large area. RTOs were originally intended to provide more efficient and better-coordinated transmission system operations and reliability functions. They were also designed to provide non-discriminatory, open-access transmission service for electric generation transactions. In short, RTOs were formed to be transmission traffic cops.

To carry out their “traffic cop” responsibilities, RTOs have assumed functional control, but not ownership, of the high-voltage transmission system. An RTO tells generating plants what they should do, but does not physically control them. It’s like when you are first learning to drive and you’re in the car with your driving instructor – you have to legally do what the instructor says, but you are the one who physically turns the wheel and hits the brakes.

RTOs have seen a lot of expansion in the past 10 years due to deregulation. They do not own generation or transmission lines and are revenue neutral, but their original objectives have evolved. Today, RTOs essentially determine which electric generation units operate, when they operate, and the price that the power from those units should command as a commodity in the wholesale power market. These electric markets play a significant role in the ability of municipal electric systems to continue to deliver cost-effective, reliable service to their customers.

Rules for these markets are made internally through a stakeholder process. Stakeholders include entities such as investor-owned utilities, banks, municipalities, coalitions, etc. – all those who interact in an RTO market have a voice. Ultimately, the rules are approved



on the federal level by the Federal Energy Regulatory Commission (FERC) and an independent market monitor makes sure the rules are followed.

This complex process can be broken down by thinking of it as a music class. Instead of all the students playing their instruments by themselves, their music teacher gets them together to play as a group. While the class has some input on the music they choose and each student is responsible for playing their own instrument, it’s the teacher who comes up with the rules and the teacher is the one leading/facilitating rehearsals. The teacher’s rules are then monitored by the principal and school board to make sure they are just and reasonable.

There are many concerns surrounding the role and control RTOs have over the markets and utilities are tasked with navigating the ever-changing rules in an effort to find some harmony, and to ensure a balance between reliability and consumer costs.

### CALL BEFORE YOU DIG

Spring means yard work for many people, but before you get started on a project, there’s an important call you need to make. Calling before you dig is critical for your safety. The following are some examples of when you need to call:

- Landscaping
- Planting trees
- Removing tree roots
- Installing a retainer wall

- Digging holes for fence posts or a mailbox
- Anchoring supports for decks and swings sets
- Driving landscaping stakes into the ground

Calling before you dig is the only way to know the exact location of utility lines or underground structures. It is recommended to allow at least an 18-inch “tolerance” zone on either side of the marked utility line.



Help protect yourself and your neighbors by calling your local utility or state underground protection service before you dig this spring.