
Memorandum

To: Mayor & Members of Council
From: Monica Irelan, City Manager
Subject: General Information
Date: January 29, 2016

CALENDAR

Monday, February 1st

AGENDA: City Council @7:00 pm

C. MAYOR'S STATE OF THE CITY ADDRESS

D. APPROVAL OF MINUTES

The minutes from the January 18th Council meeting are attached.

H. INTRODUCTION OF NEW ORDINANCES AND RESOLUTIONS

- Enclosed is a Memorandum from Lisa regarding the new legislation along with other information related to legislation
- 1. **RESOLUTION No. 001-16**, a Resolution Authorizing the City Manager to Execute the "Housing Revolving Loan Fund Administration Agreement" between the State of Ohio, Development Services Agency and the City of Napoleon; and Declaring an Emergency. (Suspension Requested)
 - a. In addition to the Resolution, a copy of the *Housing Revolving Loan Fund Administration Agreement* is attached.
- 2. **RESOLUTION No. 002-16**, a Resolution Authorizing Patrick McColley as Delegate to Represent the City of Napoleon as a Member of the Board of Directors of the Ohio Municipal Electric Association (OMEA); and Declaring an Emergency. (Suspension Requested)

I. SECOND READINGS OF ORDINANCES AND RESOLUTIONS - None

J. THIRD READINGS OF ORDINANCES AND RESOLUTIONS - None

K. GOOD OF THE CITY (Discussion/Action)

1. Discussion Regarding BSI Online Tracking Program (Backflow Testing)
 - **Items 2 – 5 are recommendations from the Safety & Human Resources Committee.**
2. Approval of the Human Resources and Payroll Positions Remaining as Full Time Positions.
3. Approval of E-Mail Notification being Sufficient Regarding Traffic Control Changes
4. Approval of Maintaining Current Codified Ordinances Regarding Parking Fines
5. Approval of Extending EMS Non-emergency Transport Run Trial Period for an Additional One (1) Year

6. Approval of Payment of Increased Administrative Fee for PPO Plan Participants
 - a. Please see my enclosed Memorandum. Greg has included the email received from take care[®] by WageWorks.
7. 2015 Statistics on the City Manager's Blog
 - a. Enclosed – my Memorandum and blog statistics.
8. Approval of Plans, Specifications, Documentation and Contract for Purchase of Two (2) Police Vehicles off of the State Contract
 - a. Enclosed is a Memorandum from Chief Weitzel and a copy of the State specs.
9. Approval to Pay Ethics Commission Filings with the State.

M. APPROVE PAYMENT OF BILLS AND APPROVE FINANCIAL REPORTS

The General Financial Reports are attached.

INFORMATIONAL ITEMS

1. **MEETING(S) CANCELED:**
 - a. Technology and Communication Committee
2. **Sunday, February 14th** - Napoleon Fire & Rescue Association's Pancake & Sausage Breakfast
3. OML Legislative Bulletin/January 22, 2016

MI:rd

Records Retention - CM-11 - 2 Years

January 2016							February 2016							March 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	6	7	8	9	10	11	12	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	13	14	15	16	17	18	19
10	11	12	13	14	15	16	14	15	16	17	18	19	20	20	21	22	23	24	25	26
17	18	19	20	21	22	23	21	22	23	24	25	26	27	27	28	29	30	31		
24	25	26	27	28	29	30	28	29												
31																				

 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 7:00 PM City COUNCIL Meeting	2	3	4	5	6
7	8 6:30 PM ELECTRIC Committee Board of Public Affairs (BOPA) Mtg. 7:00 PM WATER & SEWER Committee Mtg. 7:30 PM Municipal Properties/ED Committee Meeting	9 4:30 PM Board of Zoning Appeals Meeting 5:00 PM Planning Commission Meeting	10	11	12	13
14 7:00 AM - 1:00 PM Fire & Rescue Assoc. Pancake & Sausage Breakfast	15 6:00 PM Tree Commission Meeting 6:15 PM Parks & Recreation Committee Meeting 7:00 PM City COUNCIL Meeting	16	17	18	19	20
21	22 6:30 PM FINANCE & BUDGET Committee Meeting 7:30 PM SAFETY & HUMAN RESOURCES Committee Meeting	23	24	25	26	27
28	29 5th Monday/No Scheduled Meeting	1	2	3	4	5

City of Napoleon, Ohio

City Council

LOCATION: Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio

Meeting Agenda

Monday, February 1, 2016 at 7:00pm

- A. Attendance** *(noted by the Clerk)*
- B. Prayer & Pledge of Allegiance**
- C. Mayor's State of the City Address**
- D. Approval of Minutes:** January 18 *(in the absence of any objections or corrections, the minutes shall stand approved)*
- E. Citizen Communication**
- F. Reports from Council Committees**
 - 1. **Technology & Communication Committee** did not meet tonight due to lack of agenda items.
 - 2. **Ad Hoc Committee on Strategic Vision** met on Wednesday, January 27 and:
 - a. Tabled discussion of the City Vision Statement, Mission Statement and Goals
 - 3. **Finance & Budget Committee** *(Majority Report)* met on Monday, January 25 and recommended:
 - a. Approval of the parttime seasonal Income Tax position
 - 4. **Safety & Human Resources Committee** met on January 25 and recommended:
 - a. Approval of the Human Resources and Payroll positions remaining as fulltime positions
 - b. Approval of email notification being sufficient regarding traffic control changes
 - c. Approval of maintaining current Codified Ordinances regarding Parking Fines
 - d. Approval of extending EMS Nonemergency Transport Run trial period for an additional one (1) year
- G. Reports from Other Committees, Commissions and Boards** *(informational only – not read)*
 - 1. **Parks & Recreation Board** met on Wednesday, January 27 with the following agenda items:
 - a. Organization of Board members
 - b. Discussion on the Swimming Pool
 - c. Discussion on Board appointments
 - 2. **Civil Service Commission** did not meet on Tuesday, January 26 due to lack of a quorum.
- H. Introduction of New Ordinances and Resolutions**
 - 1. **Resolution No. 001-16**, a Resolution authorizing the City Manager to execute the “Housing Revolving Loan Fund Administration Agreement” between the State of Ohio Development Services Agency and the City of Napoleon; and declaring an Emergency (Suspension requested)
 - 2. **Resolution No. 002-16**, a Resolution authorizing Patrick McColley to serve as delegate to represent the City of Napoleon as a member of the Board of Directors of the Ohio Municipal Electric Association; and declaring an Emergency (Suspension requested)
- I. Second Readings of Ordinances and Resolutions**

There are no Second Readings of Ordinances and Resolutions.
- J. Third Readings of Ordinances and Resolutions**

There are no Third Readings of Ordinances and Resolutions.
- K. Good of the City** *Any other business as may properly come before Council, including but not limited to:*
 - 1. **Discussion/Action:** Discussion regarding BSI Online Tracking Program (Backflow testing)
 - 2. **Discussion/Action:** Approval of the Human Resources and Payroll positions remaining as fulltime positions
 - 3. **Discussion/Action:** Approval of email notification being sufficient regarding traffic control changes
 - 4. **Discussion/Action:** Approval of maintaining current Codified Ordinances regarding Parking Fines
 - 5. **Discussion/Action:** Approval of extending EMS Nonemergency Transport Run trial period for an additional one (1) year
 - 6. **Discussion/Action:** Approval of payment of increased administrative fees for PPO plan participants
 - 7. **Discussion/Action:** 2015 Statistics on the City Manager's Blog
 - 8. **Discussion/Action:** Approval of Plans, Specifications, Documentation and Contracts for purchase of two (2) Police vehicles off State Contract

9. Discussion/Action: Approval to pay Ethics Commission filings with the State

L. Executive Session *(As needed)*

M. 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)*

N. Adjournment

Gregory J. Heath, Finance Director/Clerk of Council

A. Items Referred or Pending in Committees of Council

- 1. Technology & Communication Committee (1st Monday)**
(Next Regular Meeting: Monday, February 1 @ 6:15 pm)
- 2. Electric Committee (2nd Monday)**
(Next Regular Meeting: Monday, February 8 @ 6:30 pm)
 - a. Review of Power Supply Cost Adjustment Factor
 - b. Electric Department Report
- 3. Water, Sewer, Refuse, Recycling & Litter Committee (2nd Monday)**
(Next Regular Meeting: Monday, February 8 @ 7:00 pm)
- 4. Municipal Properties, Buildings, Land Use & Economic Development Committee (2nd Monday)**
(Next Regular Meeting: Monday, February 8 @ 7:30 pm)
 - a. Review of current Engineering Rules (Tabled)
 - b. Review of historic data regarding previous Assessment percentages (Tabled)
 - c. Updated information from Staff on Economic Development (as needed)
- 5. Parks & Recreation Committee (3rd Monday)**
(Next Regular Meeting: Monday, February 15 @ 6:15 pm)
- 6. Finance & Budget Committee (4th Monday)**
(Next Regular Meeting: Monday, February 22 @ 6:30 pm)
- 7. Safety & Human Resources Committee (4th Monday)**
(Next Meeting: Monday, February 22 @ 7:30 pm)
2015 Regular Meetings with Townships scheduled for February and November
- 8. Personnel Committee (As needed)**
- 9. Ad Hoc Committee on Strategic Vision (As needed)**
(Next Meeting: Monday, February 22)
 - a. Review of City Vision Statement, Mission Statement and Goals (Tabled)

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

- 1. Board of Public Affairs (2nd Monday)**
(Next Regular Meeting: Monday, February 8 @ 6:30 pm)
 - a. Review of Power Supply Cost Adjustment Factor
 - b. Electric Department Report
- 2. Board of Zoning Appeals (2nd Tuesday)**
(Next Regular Meeting: Tuesday, February 9 @ 4:30 pm)
- 3. Planning Commission (2nd Tuesday)**
(Next Regular Meeting: Tuesday, February 9 @ 5:00 pm)
- 4. Tree Commission (3rd Monday)**
(Next Regular Meeting: Monday, February 15 @ 6:00 pm)
- 5. Civil Service Commission (4th Tuesday)**
(Next Regular Meeting: Tuesday, February 23 @ 4:30 pm)
- 6. Parks & Recreation Board (Last Wednesday)**
(Next Regular Meeting: Wednesday, February 24 @ 6:30 pm)
- 7. Privacy Committee (2nd Tuesday in May & November)**
(Next Regular Meeting: Tuesday, May 10 @ 10:30 am)
- 8. Records Commission (2nd Tuesday in June & December)**
(Next Regular Meeting: Tuesday, June 14 @ 4:00 pm)
- 9. Housing Council (1st 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)**

Motion To Pass On Third Read

Motion: Comadoll Second: Small
To pass Ordinance No. 073-15 on Third Read

Discussion

Irelan reported that there were no changes to the Ordinance since the Second Read.

Passed
Yea- 7
Nay- 0

Roll call vote to pass Ordinance No. 073-15 on Third Read
Yea- Comadoll, Baer, Bialorucki, Tassler, Small, McColley, Sheaffer
Nay-

GOOD OF THE CITY

Discussion/Action

Motion To Approve Power Supply Cost Adjustment Factor

Motion: McColley Second: Comadoll
To accept the recommendation for approval of the Power Cost Adjustment Factor for January as follows:
PSCAF three (3) month averaged factor: -\$0.00440
JV2: \$0.035222
JV5: \$0.035222

Passed
Yea- 7
Nay- 0

Roll call vote on above motion:
Yea- Comadoll, Baer, Bialorucki, Tassler, Small, McColley, Sheaffer
Nay-

Approval Of Change Order No. 1 (Final) For Sanitary Sewer Cleaning Program, Advanced Rehab Technology: \$4,261.30

Irelan reported that the Sanitary Sewer Cleaning Program has been completed and final quantities have been tabulated; Change Order No. 1 (Final) totals \$4,261.30 with a final project cost of \$85,358.30. Irelan reported that the original contract amount was \$81,097.00 with the increase being primarily due to additional cleaning that was required in the Northcrest area. Irelan recommended Council approve Change Order No. 1 (Final) to allow the project to be closed.

Motion To Approve Change Order No. 1 (Final) For Sanitary Sewer Cleaning Program, Advanced Rehab Technology: \$4,261.30

Motion: Comadoll Second: McColley
To approve Change Order No. 1 (Final) for the Sanitary Sewer Cleaning Program, Advanced Rehabilitation Technology: \$4,261.30

Passed
Yea- 7
Nay- 0

Roll call vote on above motion:
Yea- Comadoll, Baer, Bialorucki, Tassler, Small, McColley, Sheaffer
Nay-

Approval of Change Order No. 8 (Final) for the Appian Avenue Street Improvements (PID No. 89266), Vernon Nagel, Inc.: \$32,434.29

Irelan reported that the Appian Avenue Street Improvements Project has been completed and final quantities have been tabulated; Change Order No. 8 (Final) totals \$32,434.29 with a final project cost of \$2,101,219.08. Irelan reported that the original contract amount was \$2,020,175.98, adding that the increase was primarily due to undercutting and concrete pavement base removal which were both previously approved by Council. Irelan recommended Council approval of Change Order No. 8 (Final) to allow the project to be closed.

Motion To Approve Change Order No. 8 (Final) for the Appian Avenue Street Improvements (PID No. 89266), Vernon Nagel, Inc.: \$32,434.29

Passed
Yea- 7
Nay- 0

Approval Of Continuing With The Current Unlimited Pickup Procedures

Motion To Approve Continuing With The Current Unlimited Pickup Procedures

Passed
Yea- 7
Nay- 0

Approval Of Allowing City Manager To Continue Negotiations With Satellite Customers

Motion: Comadoll Second: McColley
To approve Change Order No. 8 (Final) for the Appian Avenue Street Improvements (PID No. 89266), Vernon Nagel, Inc.: \$32,434.29

Roll call vote on above motion:
Yea- Comadoll, Baer, Bialorucki, Tassler, Small, McColley, Sheaffer
Nay-

Irelan reported that the current unlimited pickup procedures were discussed at the January 11 Water, Sewer, Refuse, Recycling & Litter Committee meeting; Irelan reported that truck rental companies were contacted and no issues are anticipated in getting trucks for the upcoming unlimited pickups; this will be at a lower cost than last year with no foreseeable issues. Irelan reported that the Water, Sewer, Refuse, Recycling & Litter Committee unanimously approved continuing with the current unlimited pickup procedures.

Comadoll asked if the trustee workers would be an issue due to the current negotiations involving CCNO; Irelan stated that any changes with CCNO would be required to happen within five (5) years and the City will be monitoring the progress of the negotiations.

Motion: Comadoll Second: McColley
To approve continuing with the current Unlimited Pickup Procedures

Roll call vote on above motion:
Yea- Comadoll, Baer, Bialorucki, Tassler, Small, McColley, Sheaffer
Nay-

Irelan reported that negotiations with the satellite customers were discussed at the January 11 Water, Sewer, Refuse, Recycling & Litter Committee meeting at which Irelan reviewed a PowerPoint presentation outlining the history of the negotiations with the satellite customers, as well as the current standing of the negotiations. Irelan outlined proposed requests from the satellite customers, including:
a bulk water rate based on actual cost to produce or treat drinking water with a markup of four dollars and twenty four cents (\$4.24) per one thousand (1,000) gallons; and,
creating a Board that is able to review rates and water production costs annually.

Irelan reported that the City offered a counterproposal including:
an agreement that a bulk rate based on actual costs is reasonable, though this figure is still being debated;
offering for the Board to meet quarterly until trust is better established, then reduce the meetings to annually; and,
asked for some payment for Administration and Distribution costs, which were left out of their proposal.

Irelan reported that the satellite customers stated that they felt that it is too difficult to determine a means of calculating and verifying the cost of distribution and administrative costs and do not approve of the Cost of Service Study as calculated by John Courtney, and they feel they get no direct benefit of the elevated storage. Irelan reported that the sticking point is the distribution and administrative costs, and this has been the issue all along, adding that she plans on offering a compromise on the administrative costs and will try to find a logical, fact-based calculation for the distribution cost.

Irelan reported that the Water, Sewer, Refuse, Recycling & Litter Committee unanimously approved allowing the City Manager to continue negotiations with the satellite customers.

Motion To Allow City Manager To Continue Negotiations With Satellite Customers

Motion: Comadoll Second: McColley
To allow the City Manager to continue negotiations with the satellite customers

Passed
Yea- 7
Nay- 0

Roll call vote on above motion:
Yea- Comadoll, Baer, Bialorucki, Tassler, Small, McColley, Sheaffer
Nay-

Good Of The City (Cont.)

Heath

Heath reminded Council that the Financial Disclosure Statements are due to him by March 7 if the City is filing them.

Tassler

Tassler stated that he would like to have the current parking discussions referred to the Safety & Human Resources Committee; Irelan stated that the Charter creates Traffic Control as a duty of the City Manager, adding that Council can create Policy as procedure to be followed however it is the duty of the City Manager to control the Policy. Irelan stated that the double driveway issue has been discussed at Municipal Properties, Buildings, Land Use & Economic Development Committee and will continue to be discussed there. Chief Weitzel added that the enforcement of the Parking Policy by the Police Department is based on the laws that are passed by Council and the Police Department will continue to enforce the laws as they deem fit.

Sheaffer Referred Discussion Of Current Parking Issues And Review Of Potential Changes To The Parking Policy To The Safety & Human Resources Committee

Sheaffer referred the discussion of current parking issues along with the review of potential changes to the Parking Policy to the Safety & Human Resources Committee.

Tassler welcomed Bialorucki.

Small

None at this time.

McColley

McColley welcomed Bialorucki.

President Sheaffer

Sheaffer welcomed Bialorucki.

Sheaffer Referred Discussion Regarding The Parttime Seasonal Income Tax Position To the Finance & Budget Committee

Sheaffer referred discussion regarding the parttime seasonal income tax position to the Finance & Budget Committee.

Sheaffer Referred Review Of The HR And Payroll Positions To Safety & HR Committee

Sheaffer referred the review of the HR and Payroll positions to the Safety & Human Resources Committee.

Sheaffer Referred Review Of Nonemergency EMS Runs To Safety & HR Committee

Sheaffer referred review of the nonemergency EMS runs to the Safety & Human Resources Committee.

Sheaffer appointed Jonathon Floering and Sheri Heckerman to the Board of Tax Review. Sheaffer noted that this is an Income Tax Appeal Board, adding that there are three (3) members on the Board; one member is appointed by the City Manager which can be a City employee but not a Finance Department employee, the other two (2) Board members are appointed by Council but cannot be employees of the City or elected positions within the City.

Motion To Approve Sheaffer’s Appointment Of Floering And Heckerman To The Board Of Tax Review

Motion: Tassler Second: McColley
To approve Sheaffer’s appointment of Floering and Heckerman to the Board of Tax Review

Passed
Yea- 7
Nay- 0

Roll call vote on above motion:
Yea- Comadoll, Baer, Bialorucki, Tassler, Small, McColley, Sheaffer
Nay-

Sheaffer reported that the Council meeting scheduled for Monday, March 7 will be rescheduled for Monday, March 14, while the Board of Public Affairs; Electric Committee; Water, Sewer, Refuse, Recycling & Litter Committee; and Municipal Properties, Buildings, Land Use & Economic Development Committee meetings scheduled for Monday, March 14 will be rescheduled for Monday, March 7 due to lack of a quorum for Council on March 7; Tassler will fill in on the Electric Committee.

Comadoll

Comadoll believes the new dump truck in the Electric Department should be equipped with a snowplow, adding that the Electric Department Fund has enough funding to cover this cost; Irelan will research this suggestion.

Motion To Direct The City Manager To Research Equipping The Electric Department Dump Truck With A Snowplow

Motion: Comadoll Second: Small
To direct the City Manager to research equipping the Electric Department dump truck with a snowplow

Passed
Yea- 7

Roll call vote on above motion:
Yea- Comadoll, Baer, Bialorucki, Tassler, Small, McColley, Sheaffer

Nay- 0

Nay-

Comadoll stated that there is a vehicle on the corner of Scott Street and Carey Street that he believes is a nuisance; Irelan will research this with Zoning Official Zimmerman.

Baer

Baer welcomed Bialorucki.

Baer asked for clarification of what is being referred to the Safety & Human Resources Committee; Sheaffer explained the above listed items; Irelan offered to meet with Baer regarding these items.

Bialorucki

Bialorucki thanked everyone for the support and welcomes, and stated that he looks forward to working with Council.

Nagel

Nagel welcomed Bialorucki and canceled the Executive Session listed on the agenda; Sheaffer approved the cancellation.

Irelan

Irelan welcomed Bialorucki, and offered help as needed from all of Staff.

Sheaffer reminded Council that the required sexual harassment and diversity training will take place on Saturday, January 30 in Council Chambers; if Council members cannot attend this meeting, the training will also be offered on Wednesday, January 27 at Oberhaus Park; Irelan added that Judge Rosebrook will be in attendance on January 30. Sheaffer stated that Ohio Municipal League (OML) training will be the first Saturday in April at Oberhaus Park; Irelan added that this is informative training for elected officials.

Approval Of Bills

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

Motion To Adjourn

Motion: McColley
To adjourn the meeting

Second: Tassler

Passed

Roll call vote on above motion:

Yea- 7

Yea- Comadoll, Baer, Bialorucki, Tassler, Small, McColley, Sheaffer

Nay- 0

Nay-

Adjournment

Meeting adjourned at 7:37pm.

Approved:

Travis B. Sheaffer, Council President

Jason P. Maassel, Mayor

Gregory J. Heath, Finance Director/Clerk of Council



CITY OF NAPOLEON, OHIO

LAW DEPARTMENT MEMORANDUM

255 W. RIVERVIEW AVENUE, PO BOX 151

NAPOLEON, OH 43545

PHONE: 419.592.4010 - FAX: 419.592.4723

TO: Mr. Mayor, Mr. President, and Council Members
FROM: Lisa L. Nagel, City Law Director
DATE: January 29, 2016

**Re: New Legislation for 2/1/16 Council Meeting,
and a few other helpful pieces of information related to legislation**

- (1) For Monday's Council Meeting (2/1/16), you will have two new pieces of Legislation to consider. First, **Resolution 001-16** is titled, "A Resolution Authorizing the City Manager to Execute the Housing Revolving Loan Fund Administration Agreement Between the State of Ohio, Development Services Agency and the City of Napoleon; and Declaring an Emergency." This legislation allows the City of Napoleon to be an eligible recipient of Community Development Block Grant ("CDBG") and HOME Investment Partnerships ("HOME") funds when available. This Agreement must be executed every three years. The last Agreement was executed by the City of Napoleon on January 7, 2013, and it expired on December 31, 2015 (pursuant to Resolution No. 001-13). Upon execution, the new Agreement will have an effective timeframe of January 1, 2016 through December 31, 2018.
- (2) Second, **Resolution No. 002-16** is titled, "A Resolution Authorizing Patrick McColley As Delegate to Represent the City of Napoleon as a Member of the Board of Directors of the Ohio Municipal Electric Association; and Declaring an Emergency." The City of Napoleon is a member of the Ohio Municipal Electric Association ("OMEA"). The OMEA is managed by a Board of Directors, and the City is required to formally designate a representative on the OMEA Board. Through this legislation, the City designates Patrick McColley to serve as the City's representative on the OMEA Board, and it also authorizes Travis Sheaffer to serve as an alternate.
- (3) What does "Declaring an Emergency" and "Suspension of Rules" mean? I wanted to provide new Council members with information pertaining to these two phrases which are often attached to legislation and discussed at Council meetings. Section 2.15 of the City's Charter is titled "Ordinances and Resolutions." Please review that Section as it contains vital information as to how legislation is introduced and adopted. Rule 6 of the Council Rules also addresses legislation, so please pay particular attention to that Rule as well. (Everyone should have received a copy of the Charter and Council Rules, but if not, please let me know). I will summarize a few items related to Section 2.15 and Rule 6 here:

City Law Director
Lisa L. Nagel
lnagel@napoleonohio.com

- a. Generally speaking (i.e. when no emergency or suspension of rules is requested), each piece of legislation becomes valid and effective when enacted or passed by the affirmative vote of a majority of the current members of Council. (Our current Council has 7 members, so a majority is 4).
- b. However, each ordinance or resolution must be read on 3 separate days (i.e. during 3 separate meetings) before a final vote can be taken. If the final vote is affirmed by at least 4 members of Council, then that particular piece of legislation becomes effective 30 days after it is signed by the Council President and the Mayor.
- c. It is common for a piece of legislation to be considered and passed under “emergency” and “suspension of the rules.” (These items are also discussed in the Charter and Council Rules sections noted above). First, when “suspension of the rules” is requested, the Council President will ask Council for a “motion to suspend the rules.” This motion requires an affirmative vote of 2/3 of the current members of Council (2/3 is 5 members of our current Council). Suspension of the rules means Council will suspend (i.e. eliminate) the 3-reads requirement in order for the legislation to receive a final vote during that particular meeting. If the rule requiring 3 reads is suspended (i.e. if 5 members of Council vote in favor of eliminating 3 reads), then the ordinance or resolution being discussed can be passed as an “emergency” measure by the affirmative vote of 2/3 of the current members of Council. If such passage occurs, the legislation becomes effective immediately and no referendum may occur.
- d. As an example, the two new pieces of legislation for Monday’s meeting will be presented as emergency measures to be considered under suspension of the rules. It is in the City’s best interest for both pieces of legislation to be approved and become effective upon an affirmative 2/3 vote of Council at Monday’s meeting (rather than wait for 3 reads and 30 days). In the case of Resolution No. 001-16, the City cannot accept any CDBG or HOME funds until the Agreement is in place, and in the case of Resolution No. 002-16, the City desires to appoint Council Member McColley to the OMEA Board as soon as possible so the City’s interests are represented on that Board.
- e. In conclusion, it’s important to recognize there should be no negative connotation associated with emergency measures and suspension of the rules. Rather, the Charter and Council Rules provide Council with those avenues in order to allow the City’s best interests to be carried out with whatever topic is at issue.

I hope this Memo is helpful in terms of explaining how the legislative process works pursuant to the City’s Charter and Council Rules. As always, if you have any questions, please contact me.

Thank you.

/s/ Lisa L. Nagel
City Law Director

RESOLUTION NO. 001-16

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT BETWEEN THE STATE OF OHIO, DEVELOPMENT SERVICES AGENCY AND THE CITY OF NAPOLEON; AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio Development Services Agency (“Grantor”) through its Office of Community Development (“OCD”), administers the federal Community Development Block Grant Program (“CDBG”) and the HOME Investment Partnerships (“HOME”) Program for the State of Ohio; and,

WHEREAS, the City has been determined to be an eligible recipient of CDBG and/or Home funds; and,

WHEREAS, the Grantor has recognized the positive impact on community development initiatives when the use of program income is locally determined; and,

WHEREAS, the Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) Improving the affordable housing stock; and, 2) Providing for affordable housing needs of low and moderate-income persons in designated areas of the Housing Revolving Loan Fund; Now Therefore,

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

Section 1. That, the Council of the City of Napoleon hereby approves the Agreement between the State of Ohio, Development Services Agency and the City of Napoleon known as the “Housing Revolving Loan Fund Administration Agreement” (“Agreement”) as currently on file with the City of Napoleon to cover the period of January 1, 2016 through December 31, 2018; moreover, the City Manager, in and for the City of Napoleon, is authorized to execute the same.

Section 2. That, the Council of the City of Napoleon hereby understands and agrees that participation in the program will require compliance with program guidelines and assurances as outlined in the Agreement and as administered by the State of Ohio, Development Services Agency.

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 timely execution of an agreement that may provide funding for housing to low and moderate income families and may otherwise improve housing availability, all of which are necessary for the immediate preservation of the public peace, health or safety of 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: _____
Jason P. Maassel, 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. 001-16 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

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Development Services Agency**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the **City of Napoleon**, located at 255 W. Riverview P.O. Box 151, Napoleon, OH 43545-1748 with F.T.I. Number: 34-6400941 (the "Grantee"), and shall be effective beginning **January 1, 2016** (the "Effective Date") and terminate **December 31, 2018** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock; and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # _____ on _____, _____ (date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. **Housing Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.
2. **Definitions.**
 - a.) Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.
 - b.) Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.
3. **RLF Plan and Use of Funds.** Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All housing program income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.
4. **Program Income Distribution for CHIP Program Partnerships.** Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.

5. Project Approvals. Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.

6. National Objective/Income Eligibility Requirements. Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.

7. Subrecipient Agreements. Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. Accounting of RLF Funds. CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. Reporting Requirements. Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

10. Compliance with General CDBG and HOME Requirements. Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. Compliance with Environmental Requirements. Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with Housing Program Income and conform to OCD policies. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

12. Acquisition and Relocation. Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

13. Term of the Agreement. This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.

14. Records, Access and Maintenance. Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

15. Inspections. At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor and its agents, appropriate state agencies or officials, HUD officials and the U.S. Government Accountability Office (GAO) for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

16. Audits. The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at singleaudit@development.ohio.gov that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

17. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the RLF Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 22, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. **Termination.**

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.
- b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

22. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

23. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

24. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

25. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

26. **Adherence to State and Federal Laws, Regulations.**

a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

27. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

28. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

29. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

30. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

- b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
 - i. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attention: Deputy Chief
 - ii. In the case of Grantee, to:

City of Napoleon
255 W. Riverview P.O. Box 151
Napoleon, OH 43545-1748
Attention: City Manager
- f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

- i. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

- m. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature: Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures effective as of the Effective Date:

GRANTEE:

City of Napoleon

GRANTOR:

**State of Ohio
Development Services Agency**

David Goodman, Director

By: _____

Printed Name: Monica S. Irelan

Title: City Manager

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

RESOLUTION NO. 002-16

A RESOLUTION AUTHORIZING PATRICK MCCOLLEY AS DELEGATE TO REPRESENT THE CITY OF NAPOLEON AS A MEMBER OF THE BOARD OF DIRECTORS OF THE OHIO MUNICIPAL ELECTRIC ASSOCIATION; AND DECLARING AN EMERGENCY

WHEREAS, the City of Napoleon (“Municipality”) is a member of Ohio Municipal Electric Association (“OMEA”), a non-profit corporation in the State of Ohio whose members are Ohio municipal corporations that own and operate electric utility systems; and

WHEREAS, OMEA exists for a public purpose, namely as a legislative liaison to assist municipally-owned electric systems in the State of Ohio in monitoring State and Federal legislative and regulatory activities relevant to the electric industry; and to keep appropriate State and Federal elected officials informed of the positive or negative impact of those activities on member systems; and

WHEREAS, the affairs of OMEA are managed by a Board of Directors (“Board”), with sixteen voting members (twelve designated for elected officials, four designated for either elected or non-elected officials, and three of the sixteen elected by the Board as named individuals on an Executive Committee); and

WHEREAS, the voting members of the Board are elected by and among the membership, and the Municipality has been elected as a Director of the Board (“Director”); and

WHEREAS, the Municipality is required to formally designate a person to represent it on the Board as a Director and to exercise the duties of OMEA; and

WHEREAS, the Municipality also desires to provide for the appointment of an alternate representative to serve on the OMEA Board of Directors; Now Therefore,

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

Section 1: That effective immediately, Patrick McColley, as incident of his capacity as a Councilperson of the Municipality, hereby is designated the representative of the Municipality on the Board to act on behalf of the Municipality and discharge duties as a Director; and that Patrick McColley may designate, in writing, another person, that person being fellow Councilperson, Travis Sheaffer, to serve as an alternate director (“Alternate”) on the OMEA Board.

Section 2: That the Director or Alternate of the Municipality so designated is authorized and empowered, acting for, in the name of and on behalf of the Municipality, and as the Municipality’s agent, to exercise all the functions, powers, rights and privileges, and to fulfill the obligations, that the Municipality may have as a Director of the Board, including, without limitation, to attend and take part in meetings of the Board and of committees of the Board, to vote on and otherwise act with respect to all matters that may properly come before the Board or any committee of the Board, and to do or cause to be done all acts, and to take all steps as may in each case be, in the opinion of such representative, necessary or desirable in order to represent the Municipality and exercise its functions, powers, rights and privileges, and to fulfill its obligations, as a Director and to carry out the full intent and purposes of this Resolution and the purposes and powers of OMEA.

Section 3: That the Director and Alternate be entitled to receive reimbursement from OMEA for reasonable out-of-pocket expenses associated with service as a representative for the Municipality.

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 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 designate a new delegate to the OMEA Board which affects the public peace, health, and 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: _____

Jason P. Maassel, 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. 002-16 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

DEPARTMENT OF MANAGEMENT

255 West Riverview Avenue, P.O. Box 151
Napoleon, OH 43545
Telephone: (419) 592-4010 Fax: (419) 599-8393
www.napoleonohio.com

Memorandum

To: Mr. Mayor, Mr. President, and Councilmembers

From: Monica Irelan, City Manager

RE: *Approval of payment of increases administrative fees for PPO plan participants*

History:

A WageWorks® Healthcare Flexible Spending Account (FSA) is a pre-tax benefit account used to pay for eligible medical, dental, and vision care expenses that aren't covered by your insurance plan or elsewhere. The City offers this benefit to employees through a payroll deduction. The City does not contribute to the account financially except in shared cost of fees and administration.

From 2013-2015, our employees received a waiver of the compliance fee while we transitioned from Aflac to WageWorks. Now that contract has ended and we need to decide how to allocate the compliance fee to the employee. The new rate took be effective as of 1/1/2016.

Financial Implications:

The Compliance Fee is \$50.00 per month. There are currently 41 employees participating in the program.

The City could:

- 1) Send it to Healthcare Cost Committee to review and recommend something to Council
 - a. In the meantime the City would pay the total fee per month.
- 2) Split the fee 50/50 with the employees
 - a. This would cost \$0.61 to the employee and \$0.61 to the City per employee enrolled totally \$25 per month or \$300.00 per year
- 3) We could charge it to all 41 participants 100%
 - a. This would be \$1.22 per month per participant or \$14.64 per participant per year.

This is open for discussion and direction of Council.

Recommendation:

I would recommend that the City continue its tradition of sharing the costs of healthcare with the employees and do a 50/50 split (Option 2 above).



KG

Client Name ("Employer"): City Of Napoleon
Main Address: 255 Riverview Drive
Napoleon, OH 43545

Dear Employer,

As you may remember, your fees were guaranteed for three years at the rate that was effect when Aflac transitioned your account to WageWorks. Since that time, your experience and that of your employees has been enhanced on multiple levels with benefits such as free debit cards, a mobile app, text notifications, no enrollment tools, faster claims payments and simplified funding and fee payments. We have also experienced an increase in compliance costs resulting from the Affordable Care Act HIPAA and IRC modifications over the past three years.

Accordingly, this notice is to advise you that, pursuant to the terms of the Reimbursement Services Agreement, your new rates are listed below and shall be effective as of 1/1/20

1. Service Fees

a. Monthly Service Fee: \$5.50 per Participant, per month (PPPM), subject to a Monthly Minimum Fee of \$0.00.

b. Compliance Services: A Compliance Fee of \$50.00 per month shall apply.

#1.22 / Per Person
41 / 50 Per Month

c. Additional Service Fees: The following Service Fees shall apply, as applicable.

- i. Enrollment Meetings (optional): Enrollment meetings will be billed in four (4) -hour increments at \$250 each, plus travel expenses for on-site meetings.
- ii. Eligibility Adjustments: A \$25 Fee will be charged for each participant account that requires an adjustment due to an eligibility change that is not received WageWorks at least five (5) business days prior to the due date.
- iii. Late File Submission: A \$125 Fee will be billed per each late file submission.
- iv. Special Research and Reports (optional): A \$50 per hour Fee will be charged for all research performed and non-standard reports prepared at your request, which includes, but is not limited to, special reconciliations. A cost quote will be provided after requirements are mutually defined by the parties.

d. Service Charge: A service charge of 2% per month shall be applied to any overdue amounts.

2. Billing and Collection of Fees

a. Public Sector* Employers: Service Fees will be invoiced on the 15th of each month and due within thirty (30) days. Except as otherwise agreed to by the parties, WageWorks is not authorized to withdraw the Service Fee from the Account.

b. Private Employers: Service Fees will be invoiced each month and collected by WageWorks with initiated ACH debit on the 15th day of each month.

*Public Sector Employers include schools, governmental entities and other employers where electronic access to an employer's bank account by an unrelated third party service provider is not permitted by law.

If you have any questions, please call 855-299-4385 and press Option 1.



City of Napoleon, Ohio

DEPARTMENT OF MANAGEMENT

255 West Riverview Avenue, P.O. Box 151
Napoleon, OH 43545
Telephone: (419) 592-4010 Fax: (419) 599-8393
www.napoleonohio.com

Memorandum

To: Mr. Mayor, Mr. President, and Councilmembers
From: Monica Irelan, City Manager
RE: *Blog Statistics*

History:

In 2015, I set a goal to increase communication with the public and Council. To meet part of that goal, I set up a free blog on Wordpress.com: <http://napoleoncitymanager.wordpress.com>.

Statistics:

Attached you will find the stats for the end of August 2015- December 2015. You will see that we reached 719 visits for 1,117 views.

The top five articles were:

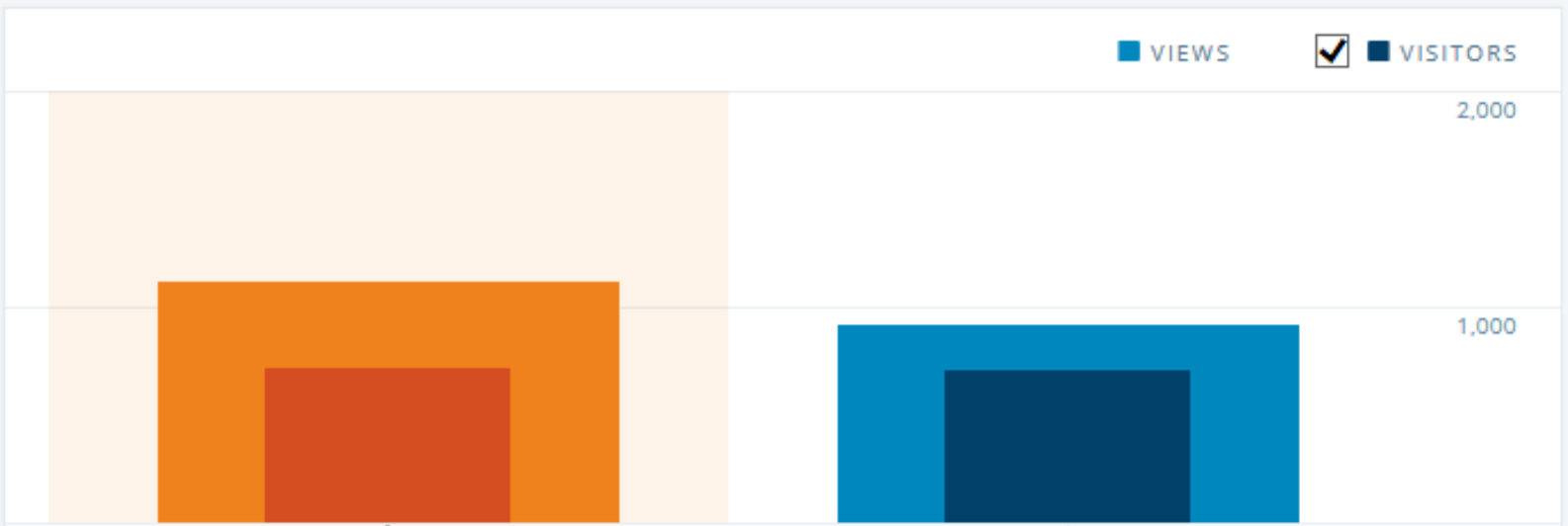
- 1) Parking and Sidewalks
- 2) Home Page/Archives
- 3) About the City Manager
- 4) Pavement Rating
- 5) About the City of Napoleon

When I post, I write a little link on the City's Facebook page. This is the number one referral. You will also see that there are some referrals from the City's webpage and from my personal LinkedIn account.

January 2016:

I will have the most accurate stats for January at the meeting for your review.

Insights Days Weeks Months Years



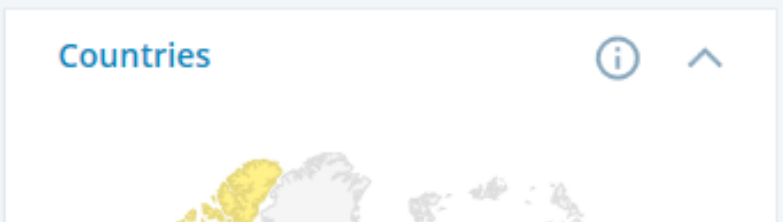
VIEWS 1,117	VISITORS 719	LIKES 0	COMMENTS 0
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2015	
VIEWS	1,117
VISITORS	719
VIEWS PER VISITOR	1.55
POSTS PUBLISHED	32

Stats for 2015

Posts & Pages

Title	Views
Parking and Sidewalks	538



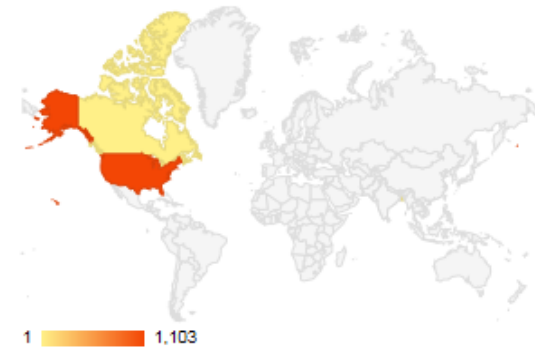
Posts & Pages



Title	Views
Parking and Sidewalks	538
Home page / Archives	407
About the City Manager	54
Pavement Rating	34
About the City of Napoleon	30
Goal of this Blog	24
Water Plant Design	4
How can I cut my Electric Bill?	4
Fire/EMS Contracts	4
What You Can Learn from Hippies, Punk	4

[View All](#)

Countries



Country	Views
United States	1,103
Canada	4
Bangladesh	1

Referrers



Referrer	Views
Facebook	697
napoleonohio.com	79
mail.napoleonohio.com:32000/v	11
lnkd.in	7
mail.twc.com/do/redirect?url=ht	2

Search Terms



No search terms recorded

Clicks



Link	Clicks
WordPress.com Media	22
icma.org	6
efi.org/efficiencysmart	5
napoleonohio.com/city-government/dep	3
wordpress.com	2
maps.google.com/maps?z=16&q=napole	2

Videos



No videos played



310 Glenwood Ave
Box 151
Napoleon Ohio
43545
419-599-2810
Fax 419-599-7969
www.napoleonohio.com

Napoleon City Police Department

01/28/2016

Napoleon City Council
255 W Riverview Ave.
Napoleon, Ohio 43545

Chief Robert L Weitzel
Napoleon Police Department
PO Box 151
Napoleon, Ohio 43545

RE: Vehicle Purchases 2016

Council,

I am prepared to proceed with the purchase of two vehicles for the Police Department fleet approved in the 2016 budget. I am recommending the following purchases.

Both vehicles will be 2016 or newer Ford Utility Police Package vehicles. They will be purchased under the state's cooperative purchase agreement. Attached to this memo is the quote sheet detailing the specifications agreed upon by myself and the state contract holder, Statewide Ford Lincoln of Van Wert, Ohio. They will be up-fitted by Statewide Ford also.

I will be trading in a 2013 Dodge Charger VIN# 2C3CDXAG0DH706770 for \$3000.00. Current mileage on this car is 93,627. It will be well over 100,000 by trade time. I feel this is an excellent trade price for the condition of the vehicle.

Final cost of the vehicles delivered by Statewide Ford will be \$65986.00. Budgeted for this project is \$66,000.00. I'll have our MIS department install the mobile computers. There may be brackets required if the current brackets do not transfer.

These vehicle purchases were approved in the 2016 Capital Projects Ordinance, 064-15 also attached.

I request approval of specifications for the purchase of the two utility vehicles.

R Weitzel

Chief of Police

Statewide Ford Lincoln
 1108 W. Main St.
 Van Wert, Ohio 45891

Reference Number **Q0354NM**

Date	Vehicle	Status
1/19/2016	Utility	Order

Shipping

<input checked="" type="checkbox"/>	Ship to Shop	<input checked="" type="checkbox"/>	Build	<input type="checkbox"/>	Deliver
<input type="checkbox"/>	Pull From Inventory				
<input type="checkbox"/>	Manufacturer Ship Direct				

Customer Information

Purchaser Name	Napoleon Police Dept.
Contact Name	Chief Robert Weitzel
Mailing Address	PO Box 151
City, State & Zip	Napoleon, Ohio 43545

Contact Information

Email	rweitzel@napoleonohio.com
Phone	(419) 559-2810
Fax	
Alt. Contact	

Supporting Information

Sales Rep Name	Natasha Moon
Customer PO #	
Delivery Address	310 Glenwood Ave.
City, State & Zip	Napoleon, Ohio 43545

Notes Section:	Black exterior
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<u>QTY</u>	<u>Manufacturer</u>	<u>Part Number</u>	<u>Part Description</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Cost of Options</u>
2	Ford	K8A	2016 Utility	\$25,492.00	\$ 50,984.00	
2	Ford	17T	rear R/C dome lamp in cargo area	\$ 60.00	\$ 120.00	
2	Ford	SI	Secure Idle	\$ 285.00	\$ 570.00	
2	Ford	43D	Courtesy lamp inop	\$ 50.00	\$ 100.00	
2	Ford	128	Carpet 1st and 2nd row	\$ 125.00	\$ 250.00	
2	Ford	59B	Keyed alike	\$ 75.00	\$ 150.00	
2	Ford	18W	Rear power window switch delete	\$ 24.00	\$ 48.00	
2	Ford	686	rear door handles and lock inop	\$ 35.00	\$ 70.00	
2	Ford	86P	front headlight LED ready	\$ 135.00	\$ 270.00	
2	Whelen	MJ3	Marked car package- Justice bar, siren	\$ 4,399.00	\$ 8,798.00	
			100 watt speaker, Mastercom, corner marker LED		\$ -	
			console, grill LED,	\$ -	\$ -	
2	Setina	FPB	Front push bumper	\$ 439.00	\$ 878.00	
2	Setina	10RPSUV	Front recess cage	\$ 725.00	\$ 1,450.00	
2	Setina	12VS	rear cage	\$ 449.00	\$ 898.00	
2	MPH	MPH	Radar mount - front antenna on pass visor	\$ 125.00	\$ 250.00	
2	Auto Trim	Decals	car decals	\$ 675.00	\$ 1,350.00	
				\$ -	\$ -	
				\$ -	\$ -	

RESOLUTION NO. 064-15

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS AND AUTHORIZING A DEPARTMENT DIRECTOR TO TAKE BIDS ON CERTAIN PROJECTS, SERVICES, EQUIPMENT, MATERIALS, OR SUPPLIES WITHOUT THE REQUIREMENT FOR ADDITIONAL LEGISLATION TO DO SO IN THE YEAR 2016; AND DECLARING AN EMERGENCY

WHEREAS, each year from time to time, a Department Director (City Manager, City Finance Director, or City Law Director) is required to come to Council for authority to take bids for certain projects, services, or the purchase or lease of equipment, materials or supplies used in the City operations; and,

WHEREAS, in order to provide a more feasible, economical, and expedited method of bidding procedures, it is deemed necessary to give to the above mentioned Department Directors authority to bid such projects, services, equipment, materials, or supplies without the necessity of continued legislation; **Now Therefore**,

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

Section 1. That, the City Manager, City Finance Director, and City Law Director, for their respective departments, subject to Council's approval as to the specifications, plans, agreements, and other related bid documents when applicable, are hereby authorized to advertise and receive bids or take proposals as applicable for the projects, services, equipment, materials, or supplies that are anticipated to be in excess of \$25,000.00 as listed in attached Exhibit "A", (such exhibit being incorporated into this Resolution by attachment and made a part hereof), without the necessity of further legislation in the year 2016; further, Council finds that the expenditure of funds in excess of \$25,000.00 for each project, service, equipment, material, or supply listed in said Exhibit "A", is necessary and authorized, subject to an approved motion of Council permitting the respective Department Director to make award. If a contract for said project, service, equipment, material, or supply is awarded to a successful bidder (lowest and best) as a result of a competitive bid, the City Manager, City Finance Director, and City Law Director, for their respective departments, are directed to enter into a contract with the awardee subject to the terms and conditions of an agreement approved by Council, said agreement subject to any non-material changes deemed appropriate by the respective Department Director and approved as to form and correctness by the City Law Director. In the case of a non-competitive bid, the City Manager, City Finance Director, and City Law Director, for their respective departments, are directed to enter into a contract with the awarded subject to the terms and conditions of an agreement approved by Council, said agreement subject to any non-material changes deemed appropriate by the respective Department Director and approved as to form and correctness by the City Law Director

Section 2. That, Council reserves the right, by motion of Council, to approve for award, direct no award, reject all or some bids, or rebid, when deemed in the best interest of the City as it relates to the projects identified in Section 1 of this Resolution; moreover, Council may waive any informalities in the bidding process.

Section 3. That, Chapters 105 and 106 of the Codified Ordinances of Napoleon, Ohio, shall continue to be applicable to any projects, services, equipment, materials, or supplies listed in attached Exhibit "A"; moreover, nothing in this Resolution shall be construed as limiting the Department Directors in making purchases or contracting for services in any manner as provided for in said Chapters, statutory law or as otherwise provided by Council. When competitive bidding is required for any project, service, equipment, material or supply as a matter of law, it shall be utilized unless otherwise eliminated by act of Council. When quality based selection is required for any project listed in Exhibit "A" for architectural, engineering, or construction management services as a matter of law, then the quality based selection process shall be utilized unless otherwise eliminated by act of Council. Also, Council hereby finds that the expenditure of funds in excess of \$25,000.00 for each architectural, engineering, or construction management service as found in Exhibit "A" is necessary and approved as a proper public expenditure of funds, subject to approved motion of Council permitting the Department Director to make the award. Finally, the combining of projects, or the contracting the purchase of services, equipment, materials, or supplies is permitted of any project or item listed in Exhibit "A" without necessity of further authorization by Council.

Section 4. That, a Department Director is authorized to use this Resolution for authority for said bids and/or purchases as contained in this Resolution.

Section 5. That, any item listed in attached Exhibit "A" may be leased in lieu of purchasing when deemed appropriate by the respective Department Director.

Section 6. That, all leases, purchases and contracts for projects, services, equipment, materials, or supplies is subject to appropriation and certification of funds.


Section 7. That, any trade-ins shall be controlled by §107.05(c) of the Codified Ordinances of Napoleon, Ohio, as may be amended from time to time.

Section 8. 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 §121.22 of the Ohio Revised Code and the Codified Ordinances of the City of Napoleon, Ohio.

Section 9. That, if any other prior resolution or ordinance 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.

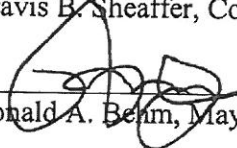
Section 10. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow the timely purchase of materials, supplies, equipment or services essential to provide public peace, health or safety; 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: December 07, 2015



Travis B. Sheaffer, Council President

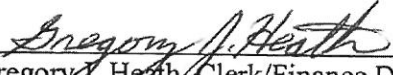
Approved: December 07, 2015



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. 064-15 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the 9th day of January, 20 16; & 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. 064-15: EXHIBIT "A" – FORMAL BID LISTING FOR 2016

DEPARTMENT/CATEGORY/ITEM DESCRIPTION
1300 CITY MANAGER/ADMINISTRATION
Janitorial Services and Supplies for City Building, Police Building & Operations Building
2100 POLICE/SAFETY SERVICES
Patrol Car – Replacement of two vehicles
2200 FIRE/SAFETY SERVICES
Power Load System & Cot for Ambulance
4400 RECREATION/PARKS & PROGRAMS
Tractor/Mower with Stage Snow Blower & Cab Encloser
5100 SERVICES/STREETS SCM&R
Roadside Mowing (contracted)
Ice & Snow Removal – (Salt Contracts)
New Compaction Roller
Tree Trimming & Stump Removal (contracted)
Purchase of Dump Truck
Purchase of Dura Patcher, Spray Patch Machine
-Road & Street Improvement Programs
Street Striping & Misc. Painting (contracted)
Milling & Resurfacing Local Streets (Annual)
Materials – Crack Sealing, Stone & Other
Annual Concrete Grinding
Spray Patching and Street Materials – Yearly Program
Dodd Street Improvements
Park Lane Street Improvements
Misc. Street Improvements
Roundhouse Road Street Improvements
Industrial Drive Improvements
6110 ELECTRIC/OPERATIONS DIST.
Service Bucket Truck
Small Tow Motor Replacement
-Street Lighting Improvement Program
Street Lighting Improvements
-Electric Feeder Line Improvements
Electrical Underground Upgrades & Maintenance
Electrical Overhead Upgrades & Maintenance

RESOLUTION NO. 064-15: EXHIBIT "A" – FORMAL BID LISTING FOR 2016

<u>-Transformer Replacement & Disposal Programs</u>
Transformer Replacement and Disposal (Inventory)
<u>-Electrical Improvements & Upgrades</u>
New System Growth & Updates
Industrial Substation – New Transmission Structures
Three Phase Reclosure-Distribution Circuit Upgrade
<u>6200 WATER TREATMENT PLANT OPERATIONS</u>
Outside Services Clean Sludge Lagoons (contracted)
Repaint Miex Contact & Settler Tanks – Tnemec Paint
Miex Building Natural Gas Heaters
Water Plant Rehabilitation Project
Chemicals (Water Treatment Plant)
Chemicals (Miex Resin & Salt)
<u>6210 WATER DISTRIBUTION SYSTEM</u>
Leak Detection & Repair Program
Valve Asset & Water Loss Program
Water Supplies (Yokes, Stops, Saddles, Valve, etc.)
<u>6300 SEWER/WASTEWATER TREATMENT PLANT</u>
Knight 8118 Spreader
Various Sanitary Sewer Emergency Repairs (contracted)
Sanitary Sewer Cleaning Program (contracted)
Long Term Control Plan Updates (contracted)
Storm Sewer Improvements
Chemicals (Wastewater Treatment Plant)
Revise I/I Studies NPDES Requirements
Sanitary Later Repairs in City ROW
<u>6400, 6410, 6411 & 6420 SANITATION/COLLECTION & DISPOSAL</u>
Landfill Services (contracted)
Yard Waste Grinding (contracted)
Recycling Services (contracted)
Chemicals for Mosquito Control

Memorandum

To: Technology and Communication Committee, Council, Mayor, City Manager, City Law Director, City Finance Director, Department Supervisors, Media

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

Date: 1/28/2016

Re: Technology and Communication Committee Meeting Cancellation

The Technology and Communication Committee meeting regularly scheduled for Monday, February 1, 2016 at 6:15pm has been CANCELED due to lack of agenda items.

Napoleon Fire & Rescue Association

**Invites You to Join Us
at Our Free Will Donation**

Breakfast

Including:

- Pancakes
- Sausage patties
- Toast
- Scrambled eggs
- Beverages

Sunday, February 14th, 2016

7:00am to 1:00pm

Carryout Available!

Ohio Municipal League Legislative Bulletin

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[Committee Schedule](#)

January 22, 2016

HOUSE AND SENATE COMMITTEES HOLD HEARINGS ON MUNICIPAL BILLS

This week the Ohio General Assembly held a relatively light committee and voting session schedule. Included in the list of bills addressed this week were two specifically municipal related proposals. HB 390 a bill to exempt municipal gas departments from collecting and remitting sales tax on the natural gas services, received a second, in the Ohio House Ways and Means Committee while HB 233, legislation that would authorizing municipal corporations to create downtown redevelopment districts and innovation districts for the purposes of promoting economic development through the rehabilitation of historic buildings, also received a second hearing in the Senate Ways and Means Committee.

As we have previously reported through our legislative bulletins, HB 390 introduced by Reps. Tim Schaffer and Wes Retherford, is in response to action taken by the Ohio Department of Taxation last September, when six municipalities received a letter indicating that staff at the department had discovered that the Ohio Revised Code does not specifically exempt sales tax being applied to natural gas sold by municipal gas companies and that these municipal residential and business gas consumers are now subject to Ohio's sales tax. In addition to this new, historic application of the sales tax to current gas customers, these municipalities must retroactively go back three years and charge those customers for the back state tax owed.

The league would like to thank the municipal officials from the cities of Hamilton and Lancaster, who testified before the House Ways and Means Committee in support of this corrective legislation, urging the committee members to support the bill and to protect their gas consumer's financial well being from this unwarranted tax maneuver by the state. The witnesses shared with the members present that if HB 390 is not enacted, economic progress for the affected communities will be impeded through higher operational costs to businesses and increased costs of living for their residents. Explaining that since these municipal gas companies operate on a not for profit basis, all costs are passed along directly to the consumers, of which rate payers in Hamilton would be facing a permanent 6.5% rate increase costing the average residential rate payer an additional \$106 annually to their bill.

Officials from Lancaster have determined their rates for gas would increase by 6.75% at a time when unfunded mandates imposed by the Ohio EPA have already significantly increased water rates being applied to commercial and residential users, further challenging their ability to recover economically from the previous recession. The witnesses all shared the same message to the House committee members that municipal utility providers are an essential tool for driving Ohio's continued economic development successes and that interference by new state

policies or interpretations that impeded the ability of Ohio's cities and villages to deliver quality services at affordable rates is counter-productive to the state's continued economic recovery. Also testifying in support of the bill was the President of the Ohio Gas Association.

We are happy to report that HB 233, Rep. Kirk Schuring's bill designed to assist in redeveloping areas within Ohio's downtowns through preservation projects that qualify under the Ohio Historic Preservation Tax Credit program, was passed unanimously by the Ohio House last year and continues on the legislative path in the Senate Ways and Means Committee. The hearing held Wednesday was for proponents of the bill and we appreciate the municipal officials who were able to attend and provide testimony in support of the legislation. Through their prepared testimony, the witnesses shared their enthusiasm for the proposal as the bill would offer new strategies to allow municipalities to continue to drive economic growth and innovation while recognizing the challenges cities and villages face in securing the necessary capital investment to reframe and redevelop business centric downtown corridors and to meet the opportunities in the developing innovation economy.

Like many communities, Shaker Heights most enduring assets are their historic building stock. Components included in HB 233 will give the financial leverage and tools municipalities need to harness the emerging synergy between a communities historical assets and the ability to affordably repurpose desirable dormant space for emerging opportunities for statewide economic development.

OHIO EPA TO HOST GRANT WRITING WORKSHOP

The Ohio Environmental Protection Agency (Ohio EPA) has announced that businesses, municipalities, nonprofits and schools are invited to take part in a free workshop designed to help applicants identify funding sources and follow up with solid grant proposals. The workshop will take place from 9 a.m. to 3:30 p.m. on Thursday, Feb. 25, 2016, at the Campus Martius/Ohio River Museum, 601 Second St., Marietta.

Two back-to-back sessions will be offered.

Grant Writing 101 will cover finding the right funder and help attendees identify foundations, corporations and government grant programs.

Grant Writing 102 covers writing a "winning" proposal by avoiding common mistakes, developing realistic objectives and correctly identifying activities and budgets, the agency said. "As part of this workshop, participants will review successful and unsuccessful applications that went through the competitive review process.

We also will discuss the Ohio Environmental Education Fund (OEEF) and other opportunities it offers," Ohio EPA said.

To attend the workshop, register by email no later than close of business on Friday, Feb. 19, 2016, by sending a message to Dennis.Clement@epa.ohio.gov .

OEEF provides approximately \$1 million annually in grants for environmental education projects targeting pre-school through university students and teachers, the adult general public and the regulated community.