

CITY COUNCIL

Meeting Agenda

Monday, December 05, 2016 at 7:00 pm

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

- A. Attendance** (Noted by the Clerk)
- B. Prayer and Pledge of Allegiance**
- C. Swearing in of Patrolman David Steward**
- D. Financial Award presented by the Auditor of State**
- E. Approval of Minutes:** *(in the absence of any objections or corrections, the minutes shall stand approved)*
 - 1. November 21, 2016** (Regular Council Meeting)
- F. Citizen Communication**
- G. Reports from Council Committees**
 - 1. Personnel Committee** met on November 28, 2016.
 - 2. Finance and Budget Committee** met on November 28, December 2 and December 3, 2016 for review of the 2017 budget proposals.
 - 3. Safety and Human Resources Committee** met on November 28, 2016 and reviewed the EMS costs and revenues with the Townships and HCSJAD and recommended continuing non-emergency transport service.
 - 4. Technology Committee** did not meet tonight.
- H. Reports from Other Committees, Commissions and Boards** *(Informational Only-Not Read)*
 - 1. Civil Service Commission** met on November 22, 2016 and approved extending the deadline to receive applications to December 13, 2016 at 12 Noon and set a special meeting for December 13, 2016 at 4:30 pm.
 - 2. Parks and Recreation Board** met on November 30, 2016 regarding the Meyerholtz Park Lease Agreement and reviewed the Parks and Recreation 2017 Budget requests.
- I. Introduction of New Ordinances and Resolutions**
 - 1. Ordinance No. 051-16**, an Ordinance amending Section 931.07 of the Codified Ordinances of the City of Napoleon, Ohio increasing water rates for the years 2017, 2018 and 2019; and Declaring an Emergency.
 - 2. Resolution No. 052-16**, a Resolution authorizing the City Manager to enter into a Contract with Courtney and Associates for professional services regarding the Sewer Rate and Cost of Service Study update; and Declaring an Emergency. *(Suspension Requested)*
 - 3. Ordinance No. 053-16**, an Ordinance appointing Chad E. Lulfs, P.E., P.S. as Acting City Manager beginning December 6, 2016; and Declaring an Emergency *(Suspension Requested)*.
 - 4. Ordinance No. 054-16**, an Ordinance creating the position of Council Representative to AMP for the City of Napoleon, Ohio; and Declaring an Emergency *(Suspension Requested)*.
 - 5. Ordinance No. 055-16**, an Ordinance appointing Dr. Jon A. Bisher as the Council Representative to AMP for the City of Napoleon, Ohio; and Declaring an Emergency *(Suspension Requested)*.
 - 6. Resolution No. 056-16**, a Resolution authorizing the City Manager to represent the City of Napoleon, Ohio as a member of the Board of Trustees of American Municipal Power, Inc. (AMP), and to serve as representative on various Committees of American Municipal Power,

Inc. (AMP), and making the Council Representative to AMP, Electric Department Superintendent and Distribution Services Supervisor alternate representatives on various Committees of, and the Board of Trustees for American Municipal Power, Inc. (AMP), and repealing Resolution No. 084-14; and Declaring an Emergency (*Suspension Requested*).

7. **Ordinance No. 057-16**, an Ordinance authorizing the City Manager to terminate the Intergovernmental Cooperative Agreement for the Water Management Facility located in Henry County, Ohio; and Declaring an Emergency. (*Suspension Requested*).
8. **Ordinance No. 058-16**, an Ordinance appointing Joel L. Mazur as the City Manager of Napoleon, Ohio; and Declaring an Emergency (*Suspension Requested*).

J. Second Readings of Ordinances and Resolutions

K. Third Readings of Ordinances and Resolutions

1. **Ordinance No. 041-16**, an Ordinance amending the provision of the Income Tax Code of the City of Napoleon, Ohio to provide for an increase of three tenths percent (0.3%) to the permanent Income Tax; amending Section 193.02 of the Codified Ordinances, all subject to approval by the electors of the City of Napoleon, Ohio of the income tax increase; submitting the question of approval of the increase of Income Tax to the elector of the City of Napoleon, Ohio (Tabled).
2. **Resolution No. 059-16**, a Resolution approving the provisions of a Certain Collective Bargaining Agreement No. 2016- between the City of Napoleon, Ohio and American Federation of State, County, and Municipal Employees, AFL-CIO Local 3859 for the term commencing from December 5, 2016 through December 4, 2019; authorizing the City Manager to execute the same; and Declaring an Emergency.

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

1. **Discussion/Action:** Recommendation to continue non-emergency transport service.
2. **Discussion/Action:** Review of Billing for Legal Services to CIC on Sale of CORF property.

M. Executive Session: (*Economic Development*)

N. 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.*)

O. 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: Tuesday, January 3, 2017 @6:15 pm)
- 2. Electric Committee (2nd Monday)**
(Next Regular Meeting: Monday, December 12, 2016 @6:30 pm)
 - a. Review of Power Supply Cost Adjustment Factor for December, 2016
 - b. Electric Department Report
- 3. Water, Sewer, Refuse, Recycling & Litter Committee (2nd Monday)**
(Next Regular Meeting: Monday, December 12, 2016 @7:00 pm)
- 4. Municipal Properties, Buildings, Land Use & Economic Development Committee (2nd Monday)**
(Next Regular Meeting: Monday, December 12, 2016 @7:30 pm)
 - a. Updated Info from Staff on Economic Development (as needed)
- 5. Parks & Recreation Committee (3rd Monday)**
(Next Regular Meeting: Monday, December 19, 2016 @6:15 pm-Canceled)
- 6. Finance & Budget Committee (4th Monday)**
(Next Regular Meeting: Monday, December 26, 2016 @6:30 pm)
- 7. Safety & Human Resources Committee (4th Monday)**
(Next Meeting: Monday, December 26, 2016 @7:30 pm)
2017 Regular Meetings with Townships scheduled for February and November
- 8. Personnel Committee (as needed:)**
- 9. Ad Hoc Committee on Strategic Vision (as needed)**
- 10. Ad Hoc Committee on Organizational Health (as needed)**

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

- 1. Board of Public Affairs (2nd Monday)**
(Next Regular Meeting: Monday, December 12, 2016 @6:30 pm)
 - a. Review of Power Supply Cost Adjustment Factor for December, 2016
 - b. Electric Department Report
- 2. Board of Zoning Appeals (2nd Tuesday)**
(Next Regular Meeting: Tuesday, December 13, 2016 @4:30 pm)
- 3. Planning Commission (2nd Tuesday)**
(Next Regular Meeting: Tuesday, December 13, 2016 @5:00 pm)
- 4. Tree Commission (3rd Monday)**
(Next Regular Meeting: Monday, November 21, 2016 @6:00 pm-Canceled)
- 5. Civil Service Commission (4th Tuesday)**
(Special Meeting: Tuesday, December 13, 2016 @4:30 pm)
- 6. Parks & Recreation Board (Last Wednesday)**
(Next Regular Meeting: Wednesday, December 28, 2016 @6:30 pm)
- 7. Privacy Committee (2nd Tuesday in May & November)**
(Next Regular Meeting: Tuesday, May 9, 2017 @10:30 am)
- 8. Records Commission (2nd Tuesday in June & December)**
(Next Regular Meeting: Tuesday, December 13, 2016 @4:00 pm)
- 9. Housing Council (1st Monday of the month after the TIRC meeting)**
- 10. Health Care Cost Committee (As needed)**
(Next Meeting: Friday, January 27, 2017 at 10:00 am)
- 11. Preservation Commission (As needed)**
(Next meeting: Tuesday, January 10, 2017 at)

- 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. Volunteer Peace Officers' Dependents Fund Board (as needed)**
- 16. Lodge Tax Advisory & Control Board (as needed)**
- 17. Board of Building Appeals (as needed)**
- 18. ADA Compliance Board (as needed)**
- 19. NCTV Advisory Board (as needed)**

CITY COUNCIL

Meeting Minutes

Monday, November 21, 2016 at 7:00 PM

PRESENT	
Council	Travis Sheaffer, President; Patrick McColley, President Pro-Tem; Jeff Comadoll, Rita Small, Dan Baer, Joe Bialorucki, Jeff Mires
City Manager	Monica Irelan
Law Director	Billy D. Harmon
Finance Director/Clerk	Gregory J. Heath
Recorder	Roxanne Dietrich
City Staff	Robert Weitzel, Chief of Police Chad Lulfs, Director of Public Works Tom Zimmerman, Building and Zoning Bobby Stites, MIS Assistant
Others	News Media, Don Williams (NR&G)
ABSENT	Mayor Jason P. Maassel
Prayer	President Sheaffer called the meeting to order at 7:00 PM with the Lord's Prayer followed by the Pledge of Allegiance.
Approval of Minutes	Minutes of the November 7, 2016 Regular Council meeting stand approved as read with no objections or corrections. Sheaffer commented "in going back through the special meeting minutes of October 24, 2016 in Ordinance No. 043-16 appointing Billy D. Harmon, the second was made by a phantom councilperson, need to correct and bring back for re-approval".
Citizen Communication	None
Committee Reports	The Electric Committee met on November 14, 2016 and recommended approval of the PSCAF for November 2016. Chairman Comadoll reported the Water and Sewer Committee met on November 14, 2016 and recommended to increase water rates 10% for the next three (3) years and to hire Courtney and Associates to do a sewer revenue cost of service study and rate review. Chairman Sheaffer reported the Personnel Committee met on November 14 and 17, 2016. The Municipal Properties/ED Committee did not meet this month. The Parks and Recreation Committee did not meet tonight.

Introduction of Ordinance No. 050-16 Amending Allocation of Funds Sections 193.11 and 194.013

President Sheaffer read by title Ordinance No. 050-16, an Ordinance Amending the Allocation of Funds as found in Sections 193.11 and 194.013 of the Codified Ordinances of the City of Napoleon, Ohio. (Suspension Requested)

Motion to Approve First Read of 050-16

Motion: Comadoll Second: Mires
To approve First Read of Ordinance No. 050-16.

Discussion for 050-16

Heath said this Ordinance reinstates the reversion clause on January 1, 2018 if it is not otherwise changed. The allocation will go back to 50/50, both sections of the income tax code are referenced the way it previously has been done, only the date has changed.
Irelan added that this Ordinance, after dedicated millage is taken out, splits the income tax 62%/38% between operations and capital. At the last meeting we presented the Ordinance without the reversion clause and you wanted it back in.
Sheaffer suggested next year we take a long hard look at this legislation, it has been 62%/38% for well over ten (10) years.
Heath responded has been like this since 2009.

Motion to Suspend the Rules for 050-16

Motion: Comadoll Second: Bialorucki
To Suspend the Rules for Ordinance No. 050-16.

**Passed
Yea-7
Nay-0**

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

Ordinance No. 050-16 Under Suspension of the Rules

Roll call vote Ordinance No. 050-16 under suspension of the rules.
Yea – Bialorucki, Small, McColley, Sheaffer, Comadoll, Baer, Mires
Nay -

**Passed
Yea-7
Nay-0**

Second Readings

There are no second readings.

Third Read of Ordinance No. 041-16 Temporary Increase to Permanent Income Tax

President Sheaffer read by title Ordinance No. 041-16, an Ordinance amending the provision of the income tax code of the City of Napoleon, Ohio to provide for a temporary increase of three tenths percent (0.3%) to the permanent 1.3% income tax; said 0.3% temporary income tax increase to commence on July 1, 2017 and end on June 30, 2022; and temporarily repealing Ordinance No. 103-08 and amending Section 193.02 of the Codified Ordinances, all subject to approval by the electors of the City of Napoleon, Ohio on the May 2, 2017 ballot.

Motion for Reconsideration on Vote (Council Rule 5.6)

Motion: Mires Second: Comadoll
To reconsider vote based on Council Rule 5.6.

Passed
Yea-7
Nay-0

Roll call vote on reconsideration of vote.
Yea - Bialorucki, Small, McColley, Sheaffer, Comadoll, Baer, Mires
Nay-

Discussion

Sheaffer said he stopped by the Board of Elections today and found out if we have to do a special election by ourselves the City would only be responsible for 65% of the cost. The amount depends on how many precincts will have to be opened up and if there are ballots to print, the BOE will run the calculations tomorrow.
Heath reported he called the Board of Elections this afternoon and talked to the deputy and was told the last time the county had a single issue, the cost was around \$30,000.
Bialorucki asked if we know if anything else will be on the May ballot? Sheaffer said we don't know, the State of Ohio has not put out their calendar for 2017 yet.
Heath responded some council positions are up for re-election next year and if there are any that will be one-on-one may be forced to have a primary then we will have that issue to pay for too.
Sheaffer said more than likely either way will have an issue to pay for but will not know until January.
Harmon asked what the deadline is to get the issue on the ballot.
Heath replied seventy-five (75) days from the election.
Harmon responded we have time to get more information and can table the issue.

Motion to Table Ordinance No. 041-16

Motion: McColley Second: Small
To Table Ordinance No. 041-16.

Passed
Yea-7
Nay-0

Yea - Bialorucki, Small, McColley, Sheaffer, Comadoll, Baer, Mires
Nay-

GOOD OF THE CITY

Discussion/Action

Motion to Approve
November 2016 PSCAF

Motion: McColley Second: Comadoll
To Approve Power Supply Cost Adjustment Factor for November, 2016 as:
PSCAF three (3) month averaged factor \$0.00499; JV2: \$0.101015; JV5: \$0.101015.

Discussion

None

Passed
Yea-7
Nay-0

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

**Motion to Increase
Water Rates 10% per
Year for the Next 3
Years Compounded
Annually**

Motion: Comadoll Second: Mires
To direct the Law Director to draft legislation to increase the water rates ten percent (10%) per year for the next three (3) years compounded annually.

Discussion

Irelan said to clarify, the motion is to do as advised in the study not a straight 10% across the board. It varies by class, the overall cost is a 10% increase for the next three (3) years.
McColley asked if the outside entities pay the inside wholesale rate plus 25%.
Irelan responded "correct, the inside rate is the inside rate it is not by class it is a declining block rate. The satellite customers pay a 25% surcharge on commodity and capacity and the outside customers pay a 50% surcharge on commodity and capacity".

Passed
Yea-7
Nay-0

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

**Motion to do a Cost of
Service Study on the
Sewer Revenue Fund
and a Rate Review**

Motion: Comadoll Second: McColley
To direct the Law Director to draft Legislation to hire Courtney & Associates at a cost of \$20,000 for professional services to do a Cost of Service Study on the Sewer Revenue Fund and a Rate Review.

Discussion

Heath said a full cost of service study has not been done on the sewer system since I have been here. We previously have done annual revenue reviews based on the terms in the model created by Jon Bisher. The Cost of Service Study will be done using the AWWA rules. The goal is to have this in place before the end of the first quarter.

Passed
Yea-7
Nay-0

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

**Motion to Appoint Jeff
Comadoll and Joe
Bialorucki to the
Volunteer Fire
Fighters' Dependents
Fund Board**

Motion: Baer Second: Small
To appoint Jeff Comadoll and Joe Bialorucki as the council representatives to the Volunteer Fire Fighters' Dependents Fund Board.

Passed
Yea-7
Nay-0

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

**Conditional Use Permit
with Variances for 471
Freedom Dr. PC 16-07**

Zimmerman reported the Planning Commission met two (2) weeks ago and approved the conditional use permit with variances for 471 Freedom Drive. The owners, Don Williams and his wife are here tonight they purchased NR&G and are moving across the road which is an I-1 zone that allows recycling centers and requires a conditional use permit. Mr. Williams requested a conditional use permit with variances. The first one is the code requires 10 acres, currently he has 6 acres and it been approved to go up to 10 acres; the code requires a 10' high solid fence he has been approved to put in a 5' mound on the bottom with a vinyl fence on top, we believe the fence will be more appealing, he has requested and Planning Commission approved him to be closer to the front and side yard setbacks; variance on the concrete drive will be 50' from the road until in full operation then the drive that will be used by the public must be all concrete.
McColley asked if the neighbors are okay for the most part.
Zimmerman said he sent the required notice to the newspaper and personally delivered a notice to the neighbors right next to the property. One was at the hearing and I received another letter with some questions and they were dealt with at the Planning Commission.

No action was taken on the Conditional Use Permit with variance.

AROUND the TABLE

Around the Table

Irelan requested an additional Executive Session on negotiations.

Harmon - nothing

Mires - nothing

Baer – the Safety and Human Resources Committee will meet next Monday night at 7:30 pm.

Comadoll – nothing

Sheaffer -

I would like to set a Personnel Committee meeting for November 28, 2016 at 5:45 pm.

I would like to have a Special Finance and Budget Committee and City Council meeting on November 28, 2016 at 7:45 pm with the agenda items being:

1) Review of the 2017 Debt Schedule,

Passed
Yea-7
Nay-0

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

Motion to go Into Executive Session on Economic Development

Motion: Small Second: Comadoll
Motion to go into Executive Session on Economic Development.

Passed
Yea-7
Nay-0

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

Motion to go Into Executive Session on Negotiations

Motion: McColley Second: Bialorucki
Motion to go into Executive Session on Negotiations.

Passed
Yea-7
Nay-0

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

Into Executive Session

Council went into exec session at 7:45 pm

Motion to Come out of Executive Session for Hiring of Personnel

Motion: Comadoll Second: Bialorucki
To come out of Executive Session for hiring of personnel.

Passed
Yea-7
Nay-0

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

President Sheaffer reported hiring of personnel was discussed and no action was taken.

Motion to Create Council Employee Position Titled Council Representative for AMP

Motion: Comadoll Second: Bialorucki
Motion to create a council employee position titled *Council Representative for AMP* and to appoint Jon A. Bisher to that position, using Jon A. Bisher for the December 2016 meeting thru the first part of March 2017 at a salary of \$1.00.

Passed
Yea-7
Nay-0

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

Motion to Direct Law Director to Modify Pay

Motion: Comadoll Second: Baer
Motion to direct the Law Director to modify the pay scale to include the

Scale to Include Council Employee	salary for the Council Representative for AMP position at \$1.00.
Passed Yea-7 Nay-0	Roll call vote on the above motion: Yea - Bialorucki, Small, McColley, Sheaffer, Comadoll, Baer, Mires Nay -
Motion to Direct Law Director to Modify the AMP Ordinance to Add Jon A. Bisher as an Alternate for the AMP Board	Motion: McColley Second: Comadoll Motion to direct the Law Director to modify the Resolution appointing representatives to the AMP Board and to add Jon A. Bisher as an alternate for the AMP board.
Passed Yea-7 Nay-0	Roll call vote on the above motion: Yea - Bialorucki, Small, McColley, Sheaffer, Comadoll, Baer, Mires Nay –
Motion to Come Out of Second Executive Session for Hiring of Personnel	Motion: Small Second: Comadoll Motion to come out of the second executive session for hiring of personnel.
Passed Yea-7 Nay-0	Roll call vote on the above motion: Yea - Bialorucki, Small, McColley, Sheaffer, Comadoll, Baer, Mires Nay - President Sheaffer reported hiring of personnel was discussed and no action was taken.
Motion to Come Out of Executive Session on Economic Development	Motion: Comadoll Second: Bialorucki Motion to come out of Executive Session on Economic Development.
Passed Yea-7 Nay-0	Roll call vote on the above motion: Yea - Bialorucki, Small, McColley, Sheaffer, Comadoll, Baer, Mires Nay –
Motion to Come Out of Executive Session for Negotiations	Motion: Small Second: Comadoll Motion to come out of Executive Session for Negotiations.
Passed Yea-7 Nay-0	Roll call vote on the above motion: Yea - Bialorucki, Small, McColley, Sheaffer, Comadoll, Baer, Mires Nay –

ORDINANCE NO. 051-16

AN ORDINANCE AMENDING SECTION 931.07 INCREASING WATER RATES FOR BULK SALES FOR THE YEARS 2017, 2018 AND 2019, ESTABLISHING A WEEKEND TESTING FEE, AND INCREASING FEES FOR TESTING; AND DECLARING AN EMERGENCY

WHEREAS, the Board of Public Affairs and the Water, Sewer, Refuse, Recycling and Litter Committee in a regular meeting held on November 14, 2016, reviewed the existing water rates and determined a rate increase over a three year period for 2017, 2018 and 2019 is necessary in order to keep the water utility fund sound; and,

WHEREAS, the City Council of Napoleon in a regular meeting held on November 21, 2016 reviewed the existing water rates and determined a rate increase over a three (3) year period for 2017, 2018, and 2019 is necessary in order to keep the water utility fund sound; Now Therefore,

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

Section 1. That, Section 931.07 of the Codified Ordinances of the City of Napoleon, Ohio, shall be amended and enacted as follows:

“931.07 WATER RATES.

The water rates charged by the City shall be as follows except as may otherwise be permitted by rule:

(a) A City approved water meter shall be utilized for determining use of water.
(b) The following rates are established and shall be charged to all classes of water users, until otherwise changed.

(1) Effective with the first billing cycle in the year 2016, to be reflected in the first billing in February of the year 2016, except for direct sales as established in subsection (b)(5)C hereof, the net rate per month per service shall be the sum of the commodity charge plus the capacity charge set forth in subsection (b)(6) hereof.

The commodity charge shall be computed as follows:

A. Units of water used inside the corporation:
Units: 1 up to 10 = \$5.20 each unit, then
Units: 11 up to 250 = \$4.95 each unit, then
Units: Over 250 = \$3.75 each unit.

Note: One Unit of Water is defined as 100 cubic feet.

B. Units of water used outside the corporation: *
Units: 1 up to 10 = \$7.80 each unit, then
Units: 11 up to 250 = \$7.43 each unit, then
Units: Over 250 = \$5.63 each unit.

Note: One Unit of Water is defined as 100 cubic feet.

C. Direct sales at the plant: \$8.18 per 1,000 gallons.

(2) In addition, there shall be a capacity charge (base charge) per service as follows:

Capacity Of Service (Meter size in Inches)	Capacity Charge (Inside Corporation)	Capacity Charge (Outside Corporation)*
A. 1.00 And Less	\$11.07	\$16.60
B. 1.25	39.72	59.58
C. 1.50	62.93	94.41
D. 2.00	128.01	192.02
E. 3.00 AND UP	353.14	529.68
F. 4.00	600.00	900.00
G. 6.00	1,000.00	1,500.00
H. 8.00	1,500.00	2,250.00
I. 10.00 AND UP	2,000.00	3,000.00

(3) Effective with the first billing cycle in the year 2017, to be reflected in the first billing in February of the year 2017, except for direct sales as established in subsection (b)(7)C hereof, the net rate per month per service shall be the sum of the commodity charge plus the capacity charge set forth in subsection (b)(8) hereof. The commodity charge shall be computed as follows:

- A. Units of water used inside the corporation:
 Units: 1 up to 10 = \$5.86 each unit, then
 Units: 11 up to 250 = \$5.58 each unit, then
 Units: Over 250 = \$4.22 each unit.

Note: One Unit of Water is defined as 100 cubic feet.

- B. Units of water used outside the corporation: *
 Units: 1 up to 10 = \$8.79 each unit, then
 Units: 11 up to 250 = \$8.37 each unit, then
 Units: Over 250 = \$6.33 each unit.

Note: One Unit of Water is defined as 100 cubic feet.

- C. Direct sales at the plant: \$8.43 per 1,000 gallons.

(4) In addition, there shall be a capacity charge (base charge) per service as follows:

Capacity of Service (Meter size in inches)	Capacity Charge (Inside corporation)	Capacity Charge (Outside corporation)*
A. 1.00 and less	\$11.07	\$16.60
B. 1.25	39.72	59.58
C. 1.50	62.93	94.41
D. 2.00	128.01	192.02

E. 3.00 AND UP	353.14	529.68
F. 4.00	600.00	900.00
G. 6.00	1,000.00	1,500.00
H. 8.00	1,500.00	2,250.00
I. 10.00 AND UP	2,000.00	3,000.00

- (5) Effective with the first billing cycle in the year 2018 to be reflected in the first billing in February of the year 2018, except for the direct sales as established in Subsection (b)(5)C hereof, the net rate per month per service shall be the sum of the commodity charge plus the capacity charge set forth in Subsection (b)(6) hereof. The commodity charge shall be computed as follows:

- A. Units of water used inside the Corporation:
Units: 1 up to 10 = \$6.58 each unit, then
Units: 11 up to 250 = \$6.27 each unit, then
Units: over 250 = \$4.75 each unit.

Note: one unit of water is defined as 100 cubic feet.

- B. Units of water used outside the Corporation: *
Units: 1 up to 10 = \$9.87 each unit, then
Units: 11 up to 250 = \$9.41 each unit, then
Units: over 250 = \$7.13 each unit.

Note: one unit of water is defined as 100 cubic feet.

- C. Direct sales at the plant: \$7.71 per 1,000 gallons.

- (6) In addition, there shall be a capacity charge (base charge) per service as follows:

Capacity of Service (Meter size in inches)	Capacity Charge (Inside Corporation)	Capacity Charge (Outside Corporation)*
A. 1.00 and less	\$11.07	\$16.60
B. 1.25	39.72	\$59.58
C. 1.50	62.93	\$94.41
D. 2.00	128.01	192.01
E. 3.00 and up	353.14	529.68
F. 4.00	600.00	900.00
G. 6.00	1,000.00	1,500.00
H. 8.00	1,500.00	2,250.00
I. 10.00 and up	2,000.00	3,000.00

- (7) Effective with the first billing cycle in the year 2019 to be reflected in the first billing in February of the year 2019, except for the direct sales as established in Subsection (b)(5)C hereof, the net rate per month per service shall be the sum of the commodity charge plus the capacity charge set forth in Subsection (b)(6) hereof.

The commodity charge shall be computed as follows:

- A. Units of water used inside the Corporation:
Units: 1 up to 10 = \$7.38 each unit, then
Units: 11 up to 250 = \$7.02 each unit, then

Units: over 250 = \$5.32 each unit.

Note: one unit of water is defined as 100 cubic feet.

B. Units of water used outside the Corporation:*

Units: 1 up to 10 = \$11.07 each unit, then

Units: 11 up to 250 = \$10.53 each unit, then

Units: over 250 = \$7.98 each unit.

Note: one unit of water is defined as 100 cubic feet.

C. Direct sales at the plant: \$7.71 per 1,000 gallons.

(8) In addition, there shall be a capacity charge (base charge) per service as follows:

Capacity of Service (Meter size in inches)	Capacity Charge (Inside corporation)	Capacity Charge (Outside corporation)*
A. 1.00 and less	\$11.07	\$16.60
B. 1.25	39.72	59.58
C. 1.50	62.93	94.41
D. 2.00	128.01	192.02
E. 3.00 and up	353.14	529.68
F. 4.00	600.00	900.00
G. 6.00	1,000.00	1,500.00
H. 8.00	1,500.00	2,250.00
i. 10.00 AND UP	2,000.00	3,000.00

(c) The capacity of service shall be determined by the City and, normally, shall be equal to the size of the consumer's water meter.

*Except for bulk sales direct from the Water Plant, both capacity and commodity water charges outside the City are charged at approximately fifty percent (50%) higher than in the City, unless otherwise modified by rule or terms of a contract. Nothing in this section shall be construed to prohibit the City from increasing or decreasing the percentage stated in a contract where not otherwise prohibited by law.

(d) No deduction in capacity charge (from the beginning of time) is applicable as it relates to governmental buildings, schools, and charitable institutions.

(e) Water testing fees shall be as follows:

- (1) Testing bacteria mmo/mugg /Smp \$20.00
- (2) Calibrate chlorine meters /Mtr \$30.00
- (3) Testing for special samples /Smp \$40.00
- (4) Weekend testing for any sample /Smp \$100.00

Section 2. That, Section 931.07 of the Codified Ordinances of Napoleon, Ohio, as existed prior to the enactment of this Ordinance, is repealed.

Section 3. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal

requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

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

Section 5. That, this Ordinance 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 proper funding for water operations, a service necessary for 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: _____

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 Ordinance No. 051-16 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

RESOLUTION NO. 052-16

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH COURTNEY AND ASSOCIATES FOR PROFESSIONAL SERVICES REGARDING THE SEWER RATE AND COSTS OF SERVICE STUDY UPDATE; AND DECLARING AN EMERGENCY

WHEREAS, the City of Napoleon does, from time to time, update and review its Sewer Rate and Costs of Service Study; and,

WHEREAS, this review and update of the Sewer Rate and Costs of Service Study is helpful for improving various bond ratings; and,

WHEREAS, the City is now desirous of contracting with Courtney and Associates for their professional services to conduct the Sewer Rate and Costs of Service Study update, Now Therefore,

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

Section 1. That, the City Manager is authorized to enter into a contract with Courtney and Associates for their professional services regarding the Sewer Rate and Costs of Service Study update.

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

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

Section 4. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow for proper funding for sewer operations, a service necessary for 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: _____

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. 052-16 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

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services (this "Agreement"), made as of _____ 2016, by and between the City of Napoleon (the "City"), whose contact person shall be designated below or successor, and Courtney & Associates, (the "Consultant"), whose contact person and address are set forth below:

Project Name: Sewer Rate and Cost of Service Study Update
Contract No.
City Contact: City of Napoleon, Ohio
Address: 255 West Riverview Avenue
P.O. Box 151
Napoleon, Ohio 43545-0151

Consultant: Courtney & Associates
Contact: John T. Courtney (Project Manager)
Address: 1016 North Blanchard Street, Suite A
PO Box 676
Findlay, Ohio 45839

WHEREAS, the Client desires to enter into an Agreement for Professional Services; and,

WHEREAS, Courtney & Associates is in the business of providing Professional Services as required under the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and the Consultant agree as follows:

Article 1 RESPONSIBILITIES OF CONSULTANT

1.1 Consultant's Services

1.1.1 Scope of Services; Applicable Law. The Consultant, as an independent contractor, shall provide professional services in accordance with the terms of this Agreement. The Consultant shall provide such services in accordance with the applicable provisions of the City's Charter, Ordinances and Resolutions, the applicable Sections of the Ohio Revised Code and any applicable State rules and regulations, any applicable Federal and Local Statutes, Ordinances, rules and regulations, and the Contract documents for the Project, as in effect from time to time.

1.1.2 Project Budget. The total amount available for the Project is twenty thousand dollars (\$20,000.00, the "Budget"). The Budget shall not be exceeded without the written consent of the City. The City shall provide written notice to the Consultant of any change in the Budget.

1.1.3 Timeliness; Standard of Care. The Consultant shall perform the Consultant's services in accordance with professional standards of skill, care and diligence in a timely manner in accordance with the Project

Schedule, insofar as is practicable. The Consultant will provide a detailed schedule of efforts related to the Project.

- 1.1.4 Personnel. No principal individuals, other than John Courtney (Project Manager), shall complete primary roles and tasks related to the Consultant's services without the written consent of the City.
- 1.1.5 Nondiscrimination. The Consultant represents that the Consultant is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.
- 1.1.6 Consultants. N/A
- 1.1.7 Ethics Laws. The Consultant represents that it is familiar with all applicable ethics law requirements, including with limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.
- 1.1.8 Limitation of Authority. The Consultant shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Consultant shall not have any authority to authorize any Contractor or Subconsultant to perform additional or extra work for which the Contractor or Subconsultant will seek compensation. The Consultant shall have authority to act on behalf of the City only to the extent provided herein. The Consultant's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.
- 1.1.9 Approval or Disapproval of Consultant's Work. The City shall have the right to reasonably disapprove any portion of the Consultant's services for the Project, including, without limitation, any reports or documents prepared by the Consultant. The failure of the City to disapprove does not constitute City approval nor shall it add liability to the City or relieve the Consultant of liability. In the event that any task of the Consultant's services is disapproved by the City, the Consultant shall process, when requires by the City, with revisions to the services or documents prepared or performed for that task to attempt to satisfy the objections. The Consultant acknowledges that any review or approval by the City of any services or documents prepared or performed by the Consultant pursuant to this Agreement shall not relieve the Consultant of the Consultant's responsibility to properly and timely perform such services and prepare such documents.

Article 2 SCOPE OF CONSULTANT'S BASIC SERVICES

2.1 General

The Consultant shall provide the Basic Services as to this Project, as identified in Appendix B. Appendix B is incorporated by referent to the terms and conditions set forth in this Agreement.

Article 3 ADDITIONAL SERVICES

3.1 General

Consultant will provide additional services as requested by the City as are necessary during the development of the Project and set forth in writing by the City to Consultant. Additional services provided by Consultant will be charged on the basis of the Fee Schedule set forth in Appendix A attached to this Agreement. Appendix A is incorporated by reference to the terms and conditions set forth in this Agreement. Any additional services provided

shall be reflected by amendment to the Scope of Services or by addendum in writing to this Agreement.

Article 4 RESPONSIBILITIES OF THE CITY

4.1 Required Actions. The City shall review, approve or take such actions as are required of the City by this Agreement and applicable law in a timely manner.

4.2 Notification. The City shall provide all criteria and full information as to Consultant's requirements for the Project; a designated person to act with authority on the City's behalf and respect to all aspects of the Project; examine and respond promptly to Consultant's submissions; and give prompt, written notice to Consultant whenever the City observes or otherwise becomes aware of any defect or objection in the work.

Article 5 COMPENSATION

5.1 Compensation. Compensation shall be paid by the City to the Consultant for Basic Services, Additional Services and expenses as provided in Appendix A attached and made a part of this Agreement, in the amount not to exceed twenty thousand dollars (\$20,000.00). Invoices will be paid within thirty (30) days of invoice submittal to the City and the orderly and continuous progress of the Project.

Article 6 INSURANCE AND INDEMNIFICATION

6.1 Insurance

6.1.1 Casualty Insurance. Except when a modification is requested in writing by the Consultant and approved in writing by the City, the Consultant shall carry and maintain at the Consultant's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

- a.) Worker's compensation and employer's liability insurance to the full extent as required by applicable law;
- b.) Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000;
 - ii. Each Occurrence Limit: \$1,000,000; and,
- c.) Commercial automobile liability coverage, including nonowned and hired, in an amount not less than \$1,000,000.

6.1.2 Professional Liability Insurance. Except when a waiver is requested in writing by the Consultant pursuant to Section 153.70 of the Ohio Revised Code and approved in writing by the City, the Consultant shall maintain insurance to protect against claims arising from the performance of the Consultant's services on the Project caused by any negligent acts, errors or omissions for which the Consultant is legally liable ("Professional Liability Insurance"). Except when a modification is approved by the City in writing, such Professional Liability Insurance shall be in an amount not less than one million dollars (\$1,000,000.00) per claim and in the annual aggregate. The Consultant shall endeavor to keep such insurance in effect for so long as the Consultant may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis,

such insurance shall have a retroactive date no later than the date on which the Consultant commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.3 Certificates. The Consultant shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days prior written notice to the City.

6.2 Indemnification

6.2.1 Indemnification by Consultant Generally. To the fullest extent permitted by law, the Consultant shall and does agree to indemnify and hold harmless the City and the City's members, officials, officers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense) of any nature, kind or description, which arise out of, are caused by or result from the negligent performance of the Consultant's services hereunder and are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use and consequential damages resulting therefrom, but only to the extent that they are caused by any negligent acts, errors or omissions of the Consultant, anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be legally liable.

6.2.2 Intellectual Property Indemnification. To the fullest extent permitted by law, the Consultant shall and does agree to indemnify and hold harmless the City and the City's members, officers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, which result from any claimed infringement of any copyright, patent or other tangible property right by the Consultant, anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be legally liable.

6.2.3 Paragraphs 6.2.1, 6.2.2, and this 6.2.3 shall survive termination of this Agreement.

Article 7 DISPUTE RESOLUTION PROVISIONS

7.1 Mediation. Instead of, or in addition to the procedures set forth below, the City and the Consultant may, by written agreement, submit any claims, requests, disputes or matters in question between them to nonbinding mediation upon such terms as shall be mutually reasonably agreeable.

7.2 Notice and Filing of Requests. Any request by the Consultant for additional fees or expenses shall be made in writing to the City and filed prior to payment of the final five percent (5%) of the Basic Fee.

7.3 Request Information. In every written request filed pursuant to Paragraph 7.2, the Consultant shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize and future delay.

- 7.4 Meeting with Authorized Representative. If the Consultant files a written request with the City pursuant to Paragraph 7.2, the Authorized Representative shall, within forty five (45) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by persons expressly and fully authorized to resolve the request on behalf of the Consultant.
- 7.5 Appeal to City Council. If the efforts of the Authorized Representative do not lead to resolution of the request, the Consultant may appeal to the City Council by notice in writing. The Consultant shall be permitted to appear at the next meeting of City Council at which the Consultant's appeal can be reasonably scheduled. The decision of the City Council shall be final and conclusive determination of the City, subject to litigation in a court of competent jurisdiction.
- 7.6 Delegation. No provision of this Article shall prevent the Authorized Representative from delegating the duties or authorities of the Authorized Representative to any other person selected at the discretion of the Authorized Representative.
- 7.7 Performance. The Consultant shall proceed with the Consultant's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Consultant and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Article.

Article 8 TERMINATION AND REMEDIES

8.1 Termination of Agreement

- 8.1.1 Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Consultant shall not terminate this Agreement for nonpayment if the City initiates the payment process by preparing, executing and submitting a voucher for all reasonably undisputed amounts due to the Consultant within ten (10) days of receipt of the Consultant's written notice to terminate. This Agreement may be terminated by the City, in whole or in part, without cause upon fifteen (15) days written notice to the Consultant. This Agreement may be terminated at any time upon the mutual consent of the City and the Consultant.
- 8.1.2 Consultant's Remedies Upon Termination by City Without Cause or Termination by Consultant. In the event of a termination which is not due to the failure of the Consultant to perform in accordance with the terms of this Agreement, the Consultant shall be compensated for all Basic Services and Additional Services performed prior to the termination date, together with Reimbursable Expenses incurred prior to the termination date.
- 8.1.3 Consultant's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Consultant to perform in accordance with the terms of this Agreement, the Consultant shall be compensated only for the actual documented time for the execution of the Basic Services performed and paid for prior to the termination date, together with the Additional Services completely performed prior to the termination date. In such event, the Consultant shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice

of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

- 8.1.4 Consultant's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Consultant, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.
- 8.1.5 Post-Termination Matters. If the City and the Consultant agree that any services are to be performed for the Project by the Consultant after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.
- 8.2 Remedies
 - 8.2.1 Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy provided to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Consultant by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Consultant shall be cumulative and shall be in addition to any other remedy given to the Consultant hereunder or now or hereafter existing.
 - 8.2.2 Remedies Not Waived. No delay, omission or forbearance to exercise any right, power or remedy accruing to the City or the Consultant hereunder shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power or remedy may be exercised from time to time and as often as deemed expedient.

Article 9 MISCELLANEOUS PROVISIONS

- 9.1 Ownership and Use of Document.
 - 9.1.1 Property of City. Documents prepared by, or with the cooperation of the Consultant or any Subconsultant pursuant to this Agreement including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Consultant or Subconsultant, as applicable, may retain copies, including reproducible copies of such documents for information and reference. Such documents may be used by the City or others employed by the City for reference in any completion, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Consultant or Subconsultant. Such documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Consultant or Subconsultant, as applicable. If an event occurs for which the Consultant or Subconsultant may be liable, the City shall notify the Consultant or Subconsultant of such event as soon as practical after such event. This Subparagraph shall survive termination of this Agreement.

- 9.1.2 Consultant's Intellectual Property. All inventions, patents, design patents and computer programs acquired or developed by the Consultant in connection with or relation to the Project shall remain the property of the Consultant and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Consultant.
- 9.2 Public Relations.
- Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Consultant shall not use the City's name or seal, nor and adoption thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.
- 9.2.1 Records. The records of all of the Consultant's employees' time devoted to the Project shall be kept on a generally recognized accounting basis and shall be available to the City upon written request and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Consultant related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City.
- 9.3.1 Successors and Assigns. The City and the Consultant, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Consultant shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.
- 9.5 Extent of Agreement
- 9.5.1 Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.
- 9.5.2 Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the City and the Consultant.
- 9.5.3 Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- 9.5.4 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.
- 9.5.5 Precedence. N/A
- 9.5.6 Conditions to Validity. None of the rights, duties and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with and all necessary funds are available.
- 9.5.7 Conflict. In the event of conflict between this Agreement provisions, Article 1 through 9 and Appendix B, said Articles 1 through 9 shall prevail.

9.6 Governing Law

9.6.1 Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Henry County, Ohio, Court of Common Pleas, shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2 Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those defined herein or unless another meaning is indicated by the Context.

9.7 Notices

9.7.1 Addresses. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the entity for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate following address:

If to the City: City Manager
 255 West Riverview Avenue
 P.O. Box 151
 Napoleon, Ohio 43545

If to the Consultant: John T. Courtney
 Project Manager
 Courtney & Associates
 1016 North Blanchard Street, Suite A
 PO Box 676
 Findlay, Ohio 45839

9.7.2 Additional Notices. A copy of all notices, certificates, requests or other communications to the City shall be sent to the Authorized Representative.

9.7.3 Electronic Transmission. For convenience of communication only, notices, certificates, requests or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 599-8393, or electronic email at @napoleonohio.com, to the Consultant at (419) 425-2118 or john@courtney-associates.com. Notices, certificates, requests or other communications sent by facsimile transmission shall not be deemed to be given unless confirmed, actually received or a counterpart is received or mailed. Requests for payment may be sent to the City by facsimile transmission or electronic mail only upon specific direction from the City.

9.7.4 Emergencies. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Consultant shall endeavor to immediately notify the City by telephone and simultaneously provide any notification required by Federal, State, or Local laws.

9.7.5 Change of Address. The City or the Consultant may, by notice given hereunder, designate any further or different addresses, telephone numbers, facsimile numbers, or electronic mail addresses to which subsequent notices, certificates, requests or communications shall be sent.

9.8 Severability

If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

9.9 Kickbacks

The parties to this Agreement shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickback, nor will it provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickback during the term of this Agreement; nor shall it knowingly include, directly or indirectly, the amount of any kickback in the estimated cost of the Project, nor will it knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement.

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

Courtney & Associates ("Consultant")

By:

John T. Courtney

Title: Owner

City of Napoleon ("City")

By:

Title: City Manager

APPROVAL:

The legal form and correctness of the written document is hereby approved.

Billy D. Harmon, City Law Director

CERTIFICATE OF FUNDS

In the matter of:

Sewer Rate and Cost of Service Study Update
Contract No.

Agreement with:

Courtney & Associates

Certificate Of Fiscal Officer

The undersigned, being the Finance Director of the City of Napoleon, Ohio, hereby certifies that in the case of this continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

Gregory Heath, Finance Director

Dated: _____

APPENDIX "A"

COMPENSATION OF CONSULTANT

A1. Standard Billing Rate

A1.1 Standard Billing Rate. Consultant shall be compensated for services provided in connection with this Project at Consultant's standard billing rates set forth in Attachment A-1 in an amount not to exceed twenty thousand dollars (\$20,000.00). The rates set forth in Attachment A-1 may only be modified by mutual written agreement by the parties.

A1.2 Subconsultant Costs. Additional compensation for the Subconsultant costs not specifically defined within the Scope of Services will be charged on an hourly rate basis, without additional markup, at rates agreed upon by the City and Consultant in writing prior to commencing any Additional Services.

A1.3 Records. Records of the Consultant's and its Subconsultant's employees for such hours of their time as are devoted to performing services to the Project shall be maintained by the Consultant.

A1.4 Limit. The Consultant and its Subconsultant shall use all reasonable means to minimize employees' time devoted to performing services under this Agreement.

A2. Reimbursable Expenses

A2.1 Definition. Except as provided in the attached Proposal, Reimbursable Expenses means actual expenditures with no mark ups, incurred by the Consultant or its Subconsultant in the interest of the Project approved by the City for travel expense other than for commuting between the Consultant offices and the Project, lodging, subsistence and reproduction of documents obtained from persons other than the City. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

A2.2 Limits. The Consultant shall use all reasonable efforts to minimize Reimbursable Expenses.

A2.3 Reimbursable Expenses Prohibited. Reimbursable Expenses will only be permitted when related to an additional service request.

A3. Basis of Compensation

A3.1 Basic Fee. For Basic Services provided by the Consultant and all Subconsultants, the City shall pay the Consultant a Basic Fee in accordance with Article 5 Paragraph 5.1. A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

A3.2 Additional Fees. For Additional Services provided by the Consultant and any Subconsultants in accordance with Article 3 of this Agreement, the City shall pay the Consultant Additional Fees based upon the fee schedule as provided for in this Agreement incurred by the Consultant and any applicable Subconsultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

- A3.3 Extent of Basic Fee. The Consultant's Basic Fee includes all compensation for Basic Services, including without limitation, for direct personal expenses, for salaries or other compensation of the Consultant's employees at the principal office, branch offices and the field office, general operating expenses of the Consultant's principal office, branch offices and the field office, any part of the Consultant's capital expenses, including interest on the Consultant's capital employed for the Project, overhead or expenses of any kind, any costs incurred due to the negligence of the Consultant, the Consultant's general advertising, Federal, State, or Local income, sales or other taxes, State franchise taxes and qualification fees, and membership in trade, business or professional organizations.
- A3.4 Total Compensation. The total compensation of the Consultant and all the Subconsultants shall consist of the of the Basic Fee, any authorized Additional Fees and Reimbursable Expenses.
- A4. Method and Terms of Payment
- A4.1 Basic Fee. Payment of the Basic Fee shall be made monthly in proportion to services performed in each task in accordance with the documented efforts completed by the Consultant.
- A4.2 Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article 3 and Subparagraph A3.2 and for Reimbursable Expenses as set forth in Paragraph A2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown upon statements prepared and submitted by the Consultant in such detail as the City may reasonably require to enable the City to verify, evaluate and approve them.
- A4.3 Payments by Consultant. Within fourteen (14) business days of receipt of payment made pursuant to this Agreement, the Consultant shall pay all portions thereof due to Subconsultants and to persons who provided items the expenses of which are Reimbursable Expenses.
- A4.4 Compensation for Extension of Project Time. If the Consultant notifies the City not less than thirty (30) days prior to the time for completion of the Project that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Consultant, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Consultant. If, as a result of such negotiation, the City agrees that the Consultant shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Consultant renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ORDINANCE NO. 053-16

AN ORDINANCE APPOINTING CHAD E. LULFS, AS ACTING CITY MANAGER BEGINNING DECEMBER 6, 2016; DECLARING AN EMERGENCY

WHEREAS, the current City Manager for the City of Napoleon, Monica S. Ireland, has resigned effective at midnight on December 5, 2016; and,

WHEREAS, the City of Napoleon is currently in the process of hiring a full-time City Manager to replace Ms. Ireland, but has not yet completed the hiring process;

WHEREAS, Section 4.01 of the Charter of the City of Napoleon requires a Department of Management to be in place for the City of Napoleon;

WHEREAS, the powers granted to City Council as found in Section 2.14 paragraph 13 of the City's Charter permits Council to appoint an "Acting City Manager"; Now Therefore,

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

Section 1. That, Chad E. Lulfs, is hereby appointed "Acting City Manager" beginning on December 6, 2016 at 12:01am, and effective until January 3, 2017 at 11:59pm.

Section 2. That, the Acting City Manager as referenced in Section 1 of the Ordinance shall have those powers and perform those duties currently held and performed by the City Manager, including but not limited to representing the City of Napoleon, Ohio on the Board of Trustees for American Municipal Power, Inc. (AMP) and various other Committees.

Section 3. That, the Acting City Manager as referenced in Section 1 of this Ordinance shall be considered a "Temporary Appointment"; therefore, notwithstanding any other provision found in Ordinance, Resolution, the Personnel Code, Employee Policy Manual, or Rule to the contrary, the position shall not be entitled to any fringe benefit unless the same is mandated by a Federal or State Law that may not be superseded by this Ordinance.

Section 4. That, the Acting City Manager shall be compensated an additional ten percent (10%) of his current wages per hour, thus totaling an additional \$418.72 gross wages, biweekly, less taxes and other mandatory deductions.

Section 5. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon, Ohio.

Section 6. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

Section 7. That, this Ordinance 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 the Appointment of an Acting City Manager, such position required for 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: _____

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 Ordinance No. 054-16 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

ORDINANCE NO. 054-16

AN ORDINANCE CREATING THE POSITION OF COUNCIL REPRESENTATIVE TO AMP FOR THE CITY OF NAPOLEON, OHIO; AND, DECLARING AN EMERGENCY

WHEREAS, the City of Napoleon (the "Municipality") is a member of the American Municipal Power, Inc. ("AMP"), and formerly known as American Municipal Power-Ohio, Inc.), a non-profit corporation in the State of Ohio whose members are Ohio Municipal Corporations that own and operate electric utility systems; and,

WHEREAS, AMP exists for a public purpose, namely to assist the municipally-owned electric systems of the State of Ohio in obtaining and providing safe, reliable, and reasonably priced electric power for their citizens and customers; and,

WHEREAS, the affairs of AMP are managed by a Board of Trustees (the "Board"), with twenty (20) voting members elected by, and from among, the membership, who meet from time to time in Columbus, Ohio at the headquarters of AMP; and,

WHEREAS, the Municipality has been elected as a Trustee of the Board (a "Trustee"); and,

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

WHEREAS, the Council for the City of Napoleon desires to create a new position entitled "Council Representative to AMP"; **Now Therefore:**

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

Section 1. That, this Council desires to create a new position, pursuant to Article II, Section 2.10 of the Charter of the City of Napoleon, entitled "Council Representative to AMP".

Section 2. That, the duties of the Council Representative to AMP will be defined in a job description which may be approved by simple vote of the City Council. Any changes to the job description would need to be made by simple vote or the passage of appropriate legislation, either of which must clearly define the changes and new effective date. Said job description shall be on file with the City of Napoleon Human Resource Department.

Section 3. That, the pay for the Council Representative to AMP shall be set in the City of Napoleon's Pay Plan.

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

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

Section 6. That, this Ordinance 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 position to be in place so that continued discussion and action can be made on behalf of the City for both the new Water Treatment Plant and for continued representation with AMP all of which are related to 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: _____
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 Ordinance No. 054-16 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

ORDINANCE NO. 055-16

AN ORDINANCE APPOINTING DR. JON A. BISHER, AS THE COUNCIL REPRESENTATIVE TO AMP FOR THE CITY OF NAPOLEON, OHIO; AND, DECLARING AN EMERGENCY

WHEREAS, the Council for the City of Napoleon has created a new position entitled "Council Representative to AMP," and;

WHEREAS, the Council for the City of Napoleon desires to appoint Dr. Jon A. Bisher as the Council Representative to AMP; **Now Therefore**:

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

Section 1. That, this Council appoints Dr. Jon A. Bisher, to the part time employment position of Council Representative to AMP for the City of Napoleon, Ohio, effective 12:01am, December 6, 2016 through 12:00am March 15, 2017.

Section 2. That, effective December 6, 2016, Dr. Bisher's annual rate will be approximately one dollar (\$1.00).

Section 3. That, Dr. Bisher shall receive the standard rate for mileage in performing his duties as Council Representative to AMP.

Section 4. That, expenses incurred in the performance of the regular duties of Council Representative to AMP shall be paid by the City.

Section 5. That, any other benefits for the Council Representative to AMP not inconsistent with the benefits laid out in this legislation shall accrue and be in accordance with Chapter 197 of the Codified Ordinances (Personnel Code) and the applicable provisions of the City's Employment Policy Manual for part time employees, both as may be amended from time to time.

Section 6. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 7. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

Section 8. That, this Ordinance 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 continued action for the new water plant as well as the City's representation with AMP all of which are related to 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: _____

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 Ordinance No. 055-16 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

RESOLUTION NO. 056-16

A RESOLUTION AUTHORIZING THE CITY MANAGER TO REPRESENT THE CITY OF NAPOLEON, OHIO AS A MEMBER OF THE BOARD OF TRUSTEES OF AMERICAN MUNICIPAL POWER, INC. (AMP), AND TO SERVE AS REPRESENTATIVE ON VARIOUS COMMITTEES OF AMERICAN MUNICIPAL POWER, INC. (AMP), AND MAKING THE COUNCIL REPRESENTATIVE TO AMP, ELECTRIC DEPARTMENT SUPERINTENDENT AND DISTRIBUTION SERVICES SUPERVISOR ALTERNATE REPRESENTATIVES ON VARIOUS COMMITTEES OF, AND THE BOARD OF TRUSTEES FOR AMERICAN MUNICIPAL POWER, INC. (AMP), REPEALING RESOLUTION NO. 084-14; AND DECLARING AN EMERGENCY

WHEREAS, the City of Napoleon (the "Municipality") is a member of the American Municipal Power, Inc. ("AMP"), and formerly known as American Municipal Power-Ohio, Inc.), a non-profit corporation in the State of Ohio whose members are Ohio Municipal Corporations that own and operate electric utility systems; and,

WHEREAS, AMP exists for a public purpose, namely to assist the municipally-owned electric systems of the State of Ohio in obtaining and providing safe, reliable, and reasonably priced electric power for their citizens and customers; and,

WHEREAS, the affairs of AMP are managed by a Board of Trustees (the "Board"), with twenty (20) voting members elected by, and from among, the membership, who meet from time to time in Columbus, Ohio at the headquarters of AMP; and,

WHEREAS, the Municipality has been elected as a Trustee of the Board (a "Trustee"); and,

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

WHEREAS, an Alternate is also desired for times when the City's principle Board Member cannot attend; now therefore,

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

Section 1. That, upon the effective date of 12:00 am, January 1st, 2016, the City Manager is hereby designated the representative of the Municipality on the Board to act on behalf of Municipality in the discharge of its duties as a Trustee and that said City Manager be the representative with the Council Representative to AMP, Electric Department Superintendent and the Electric Distribution Services Supervisor of the City of Napoleon, Ohio being duly authorized to be alternates to such representative to serve in the City Manager's stead during such period as the City Manager may be unable to represent the Municipality.

Section 2. That, the representative of the Municipality so designated be, and hereby is, authorized and empowered, acting for, in the name of and on behalf of the Municipality, 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 Trustee 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 Trustee of AMP and to carry out the full intent and purposes of this Resolution and the purposes and powers of AMP.

Section 3. That, said representative(s) named in Section 1 of this Resolution will be entitled to receive reimbursement from AMP for reasonable out-of-pocket expenses associated with his/her service as representative for the Municipality as Trustee.

Section 4. That, any other prior Resolution or Ordinance covering the same subject matter is repealed, including Resolution No. 084-14.

Section 5. 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 6. 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 7. 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 AMP Board of Trustees 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. 056-16 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

November 28, 2016

John W. Bentine
SVP & General Counsel
American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229

Re: Appointment of Authorized Representative & Authorized Alternates

Dear Mr. Bentine:

In accordance with the City of Napoleon, Ohio's Resolution No. 051-16, pursuant to my authority as the City Manager of the City of Napoleon, Ohio, and as part of my official duties, I hereby appoint the Council Representative to AMP as the City's authorized representative, and the Electric Department Supervisor and Distribution Services Supervisor as the authorized alternates, each authorized and empowered, acting for, in the name of and on behalf of the City of Napoleon, Ohio, and as the City's agent, to exercise all the functions, powers, rights and privileges, and to fulfill the obligations, (i) that the City may have as a Trustee of the Board of Trustees ("Board") of American Municipal Power, Inc. ("AMP") or (ii) as the City's representative for all other purposes before AMP or any joint venture of AMP's members managed by AMP (each, a "JV"), in either case including, without limitation, to attend and take part in meetings of the AMP Board, committees of the AMP Board, AMP-owned or AMP-managed project committees or project-related activities, JV or AMP membership meetings, to vote on and otherwise act with respect to all matters that may properly come before the AMP Board, committees of the AMP Board or any JV or AMP-owned or AMP-managed project committee or project, or AMP membership meeting, 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 City and exercise its functions, powers, rights and privileges, and to fulfill its obligations as a Trustee of AMP or City representative.

The designations made by me herein shall remain effective until such time as modified in writing and submitted to the General Counsel of AMP.

Sincerely,

Monica S. Ireland
City Manager

November 28, 2016

John W. Bentine
Senior Vice President & General Counsel
American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229

Re: Notice Recipient Updates

Dear Mr. Bentine,

Pursuant to my authority as the City Manager of the City of Napoleon, Ohio and as part of my official duties, I hereby advise AMP that all legal notices relating of the City of Napoleon, Ohio's participation in:

- AFEC
- AMPGS
- AMP CT
- Hydro Phase I
- Hydro Phase II
- JV2
- JV5
- JV6
- MESA
- Prarie State
- Richard H. Gorsuch Station
- Solar Phase I

should be delivered to:

Council Representative to AMP	Electric Superintendent
Dr. Jon A. Bisher	City of Napoleon, Ohio
PO Box 151	PO Box 151
255 W. Riverview Ave.	255 W. Riverview Ave.
Napoleon, OH 43545	Napoleon, OH 43545
(419) 592-4010	(419) 592-4010
jbisher@napoleonohio.com	dclapp@napoleonohio.com

Distribution Services Supervisor
City of Napoleon, Ohio
PO Box 151
255 W. Riverview Ave.
Napoleon, OH 43545
(419) 592-4010
mdietrich@napoleonohio.com

Sincerely,

Monica S. Ireland
City Manager
City of Napoleon, Ohio

ORDINANCE NO. 057-16

AN ORDINANCE REPEALING ORDINANCE NO. 083-13 IN ITS ENTIRETY, AUTHORIZING THE CITY MANAGER TO TERMINATE THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR THE WATER MANAGEMENT FACILITY LOCATED IN HENRY COUNTY, OHIO; AND DECLARING AN EMERGENCY

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

Section 1. That, Ordinance No. 083-13 is repealed in its entirety.

Section 2. That, the City Manager is hereby authorized to sign the Termination Agreement for the Water Management Facility referenced in Ordinance No. 083-13.

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

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

Section 5. That, upon passage, this Ordinance shall take 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 Ordinance No. 057-16 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

ORDINANCE NO. 058-16

AN ORDINANCE APPOINTING JOEL L. MAZUR AS THE CITY MANAGER OF NAPOLEON, OHIO; AND, DECLARING AN EMERGENCY

WHEREAS, the Personnel Committee has met and conducted interviews over the past several weeks;

WHEREAS, the Mayor has presented the written recommendation of the Personnel Committee that Joel L. Mazur be selected as the new City Manager, starting January 9, 2017; **Now Therefore**:

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

Section 1. That, this Council appoints Joel L. Mazur, to the full time regular employment position of City Manager for the City of Napoleon, Ohio, effective 12:00am January 9, 2017.

Section 2. That, effective January 9, 2017, Mr. Mazur's annual salary shall be ninety five thousand dollars (\$95,000.00), (prorated as necessary according to City pay periods); this amount shall increase to one hundred thousand dollars (\$100,000.00) when Mr. Mazur resides in the City of Napoleon. Mr. Mazur shall thereafter be subject to continued annual performance reviews by the Personnel Committee or City Council; and, after each satisfactory review, said salary may be increased by an amount determined by Council.

Section 3. That, benefits for the City Manager shall accrue and be in accordance with Chapter 197 of the Codified Ordinances (Personnel Code) and the applicable provisions of the City's Employment Policy Manual for full time regular employees, both as may be amended from time to time.

Section 4. That, if a two-thirds (2/3) affirmative vote of the current members of Council vote to terminate Mr. Mazur, without cause, at a duly authorized public meeting, pursuant to Section 4.04 of the City Charter, Mr. Mazur will be paid a three (3) month severance package.

Section 5. That, at 12:00am on January 9, 2017 City of Napoleon Ordinance 018-14 is hereby repealed.

Section 6. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 7. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

Section 8. That, this Ordinance 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 no time lapses between the retiring City Manager and the new City Manager which is related to 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: _____
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 Ordinance No. 058-16 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

ORDINANCE NO. 041-16

AN ORDINANCE AMENDING THE PROVISION OF THE INCOME TAX CODE OF THE CITY OF NAPOLEON, OHIO TO PROVIDE FOR A TEMPORARY INCREASE OF THREE TENTHS PERCENT (0.3%) TO THE PERMANENT 1.3% INCOME TAX; SAID 0.3% TEMPORARY INCOME TAX INCREASE TO COMMENCE ON JULY 1, 2017 AND END ON JUNE 30, 2022; AND TEMPORARILY REPEALING ORDINANCE NO. 103-08, AND AMENDING SECTION 193.02 OF THE CODIFIED ORDINANCES, ALL SUBJECT TO APPROVAL BY THE ELECTORS OF THE CITY OF NAPOLEON, OHIO ON THE MAY 2, 2017 BALLOT

WHEREAS, after review by the Finance and Budget Committee of Council, as well as Council as a whole, it has been determined that a moderate, temporary increase in income tax (0.3% beginning on July 1, 2017 and ending on June 30, 2022) is required in order to provide adequate funds in future years for the purpose of design, engineering, and construction for capital maintenance of City streets and roads; **Now Therefore**,

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

Section 1. Subject to approval of the electors of the City of Napoleon, Ohio, as provided for in Section 718.01 of the Ohio Revised Code (“Municipal Income Taxes”), Section 193.02 of the Codified Ordinances of the Napoleon, Ohio, as currently written, shall be amended to provide a temporary three tenths percent (0.3%) increase in the tax levied on income from one and three tenths percent (1.3%) to one and six tenths percent (1.6%) beginning on July 1, 2017 and ending on June 30, 2022, unless otherwise amended or abolished in accordance with the law. After expiration of the 0.3% temporary increase income tax period of July 1, 2017 through June 30, 2022, the former 1.3% income tax will remain in full force and effect unless otherwise amended or abolished in accordance with the law.

Section 2. That, Ordinance No. 103-08 is temporarily repealed until June 30, 2022 or unless otherwise amended in accordance with the law.

Section 3. That, Ordinance No. 080-09 which levies a permanent two tenths percent (0.2%) income tax for purposes of the City’s Recreation Fund remains in full force and effect and is not otherwise altered in any manner by the passage of this Ordinance No. 040-16.

Section 4. That, Section 193.02 of the codified code of Napoleon, Ohio, is amended and enacted as follows:

“193.02 IMPOSITION OF TAX.

(a) Effective July 1, 2009, and on and after said date, there is hereby levied a tax at the rate of one and three-tenths percent (1.3%) to provide funds for the purposes of: (1) General municipal operations, (2) Acquisition and maintenance of both personal and real property for the use or benefit of the City, (3) Extension, enlargement and improvement of municipal services and facilities, (4) Capital improvements in and of the City, and (5) For the promotion of economic development in and for the City. In addition, and effective July 1, 2017, and ending on June 30, 2022, there is hereby levied a

temporary tax at the rate of three tenths percent (0.3%) to provide funds for the purpose of design, engineering and construction for capital maintenance of City streets and roads. All aforementioned taxes noted in this paragraph (a) shall be levied upon all the following:

(1) All salaries, wages, and other compensation and net profits earned or received by resident individuals;

(2) All salaries, wages, and other compensation and net profits earned or received by non-resident individuals for, or derived from, or as a result of, work done, services rendered and business conducted in the City;

(3) All net profits attributable to the City earned by all resident and nonresident unincorporated businesses, professions and other activities for, or derived from, work done, rentals or services performed, and business or other activities conducted in the City;

(4) The entire portion of the distributive share of all net profits, not otherwise attributable to the City, earned by a resident, individual, resident owner of an unincorporated business entity, or resident partner for, or derived from, work done, rentals or services performed, and business or other activities conducted outside the City, and not otherwise lawfully levied against by another municipality;

(5) The entire portion of the distributive share of all net profits, not otherwise attributable to the City, earned by a non-resident individual, non-resident owner of an unincorporated business activity, or non-resident partner for, or derived from, work done, rentals or services performed, and business or other activities conducted in the City and not levied against the unincorporated business entity itself;

(6) All net profits attributable to the City earned by corporations for, or derived from, work done, rentals or services performed, and business or other activities conducted in the City;

(7) All net profits earned by fiduciaries of resident individuals for, or derived from, business conducted;

(8) All net profits attributable to the City earned by fiduciaries of non-resident individuals for, or derived from, business conducted in the City; and

(9) The gross proceeds earned or derived from gaming, wagering, lotteries, including but not limited to the Ohio State Lottery, or lotteries where the State of Ohio is a part thereof, or games or schemes of chance, by residents of the City; and/or, the gross proceeds earned or derived from gaming, wagering, lotteries, or games or schemes of chance, when any part of the activity is engaged into or conducted in the City, by nonresidents, are all subject to the City tax to the same extent includable on the recipient's federal tax return, whether or not the recipient is required to file a federal tax return and whether or not the recipient pays federal income tax on the gross proceeds, except that it shall not be taxed as a business income unless the person subject to this tax has a federal gamblers' permit effective during the tax year in which income from gaming, wagering, lotteries or schemes or games of chance is received.

(b) The portion of the net profits attributable to the City of a taxpayer doing work, rendering services or conducting business both within and outside the City shall be determined in the same proportion as the average ratio of the following:

(1) The average original cost of the real and tangible personal property owned or used by the taxpayer in the business in the City during the taxable period to the

average original cost of all real and tangible personal property owned or used by the taxpayer in the business during the same period, wherever situated. As used in this paragraph, real property shall include property rented or leased by the taxpayer and the value of such property shall be determined by multiplying the annual rental thereon by eight (8);

(2) Salaries, wages and other compensation paid during the taxable period to persons employed in the business and salespeople for work done or services rendered in the City to compensation paid during the same period to persons employed in the business and salespeople, wherever their work is done or their services are rendered;

(3) Gross receipts of the business during the taxable period from sales made and services rendered in the City to gross receipts of the business during the same period from sales and services, wherever made or rendered.

If the foregoing allocation formula does not produce an equitable result, another basis may, under uniform regulations, be substituted so as to produce such result.

(c) As used in subsection (b) hereof, "sales made in the City" means:

(1) All sales of tangible personal property which is delivered within the City regardless of where title passes if shipped or delivered from stock of goods within the City;

(2) All sales of tangible personal property which is delivered within the City regardless of where title passes even though transported from a point outside the City if the taxpayer is regularly engaged through its own employees and salespeople in the solicitation or promotion of sales within the City and the sales result from such solicitation or promotion;

(3) All sales of tangible personal property which is shipped from a place within the City to purchasers outside the City regardless of where title passes if the taxpayer is not, through its own employees and salespeople regularly engaged in the solicitation or promotion of sales at the place where delivery is made."

Section 5. That, if the electors of the City of Napoleon, Ohio approve the aforesaid temporary increase in income tax (0.3%) as provided for in Section 1 of this Ordinance, then Section 193.02 of the Codified Code, as existed prior to the enactment of this Ordinance, shall be thereby amended to allow for the temporary increase in income tax (0.3%) effective July 1, 2017, and ending June 30, 202; however, should the electors of the City of Napoleon Ohio, not approve said 0.3% temporary increase in the rate of income tax, then Section 193.02 of the Codified Code shall not be amended and shall remain in full force and effect.

Section 6. That, the question of approval of the increase in the percentage of income tax shall be submitted to the electors of the City of Napoleon, Ohio at an election (special or primary) to be held May 2nd, 2017. The form of the ballot will be substantially as follows:

Proposed temporary three tenths percent (0.3%) increase in the City of Napoleon, Ohio, income tax from one and three tenths percent (1.3%) to one and sixth tenths percent (1.6%). The permanent 1.3% income tax to continue to be used for the purposes of: (1) General municipal operations, (2) Acquisition and maintenance of both personal and real property for the use or benefit of the City, (3) Extension, enlargement and improvement of municipal services and facilities, (4) Capital improvements in and of the City, and (5) For the promotion of economic development in and for the City. The temporary 0.3%

income tax to be used for the design, engineering and construction for capital maintenance of City streets and roads.

A MAJORITY VOTE NECESSARY FOR PASSAGE

Shall the Ordinance to provide for a temporary (from July 1, 2017 through June 30, 2022) three tenths percent (0.3%) income tax increase on income earned or received on and after July 1, 2017 for the design, engineering and construction for capital maintenance of City streets and roads be passed?

_____ For the Income Tax

_____ Against the Income Tax

Section 7. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 8. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

Section 9. That, upon passage, this Ordinance shall take 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 Ordinance No. 041-16 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

RESOLUTION NO. 059-16

A RESOLUTION APPROVING THE PROVISIONS OF A CERTAIN COLLECTIVE BARGAINING AGREEMENT NO. 2016- BETWEEN THE CITY OF NAPOLEON, OHIO AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 3859 FOR THE TERM COMMENCING FROM DECEMBER 1, 2016 THROUGH NOVEMBER 30, 2019; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND DECLARING AN EMERGENCY

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

Section 1. That, the provisions of a certain Collective Bargaining Agreement (hereinafter referred to as "the Agreement") between the City of Napoleon, Ohio (hereinafter called "the City") and the American Federation of State, County, and Municipal Employees, AFL-CIO local 3859 (hereinafter called "the Union") for the term retroactive commencing December 1, 2016 through November 30, 2019, both dates inclusive, (a true and complete copy of which is on file in the office of the City Finance Director marked as City Contract No. 2016-) have been reviewed and are approved by this Council.

Section 2. That, upon ratification of the Agreement by the Union, the City Manager is authorized and directed to execute the Agreement in the name of and on behalf of the City, subject to any non-material amendments, additions, or deletions as deemed necessary or advisable by the City Manager and approved by the City Law Director. The Agreement may contain a provision that allows the terms and conditions of the Agreement to be retroactively applied, the same being hereby approved if so exist.

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 essential City services to continue without distraction or disruption; 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. 059-16 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

Estimated Cost of Conducting an Election for Subdivision
by the HENRY County Board of Elections

Subdivision Name: CITY OF NAPOLEON

Date of Election: 5/9/2017

Number of precincts: 6
Registered Voters Pct. 1-6 10,627

Estimated compensation of poll workers \$ 3,200.00
24 number of poll workers

Estimated compensation of intermittent employees hired to perform duties required
and associated with the preparation and conduct of the election. \$ 625.00
Other details:

Estimated cost of compensation of overtime worked by director, deputy, and regular
employees required for and associated with the preparation and conduct of the election. \$ 200.00
Other details:

Estimated cost of rent, moving, heating and lighting polling places. \$ 200.00
Other details:

Estimated cost of ballots, instructions, election supplies and registration lists. \$ 1,150.00
Other details:

Estimated cost of delivering, placing and removing ballot boxes, voting machines,
marking devices, and election supplies, including ballots. \$ 625.00
Other details:

Estimated cost of contractors engaged to prepare, program, test and operate voting
machines, marking devices and automatic tabulating equipment. \$ 1,900.00
Other details:

Total Estimated Cost of Election \$ 7,900.00
(for subdivision)

Total Estimated Cost Divided by Number of Registered Voters 0.75
\$7,970.25

If you have any questions regarding these estimated costs, please contact the Board of Elections.

MEMORANDUM

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

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

Date: December 1, 2016

Re: Technology and Communication Committee Meeting Cancellation

The TECHNOLOGY AND COMMUNICATION COMMITTEE meeting regularly scheduled for Monday, December 5, 2016 at 6:15 pm has been CANCELED due to lack of Agenda Items.